	MINUTES OF PRE-BID DT 16.11.2023				
			Access Control for IWAI Ports /SmartAccessControl/2023		
Sr.No	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Reply to queries	
Bidders shall furnish EMD of the amount as mentioned in Section III Data Sheet except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Department or Start-ups as recognized by Department of Industrial Policy & 6.1 EMD 6.2 EMD 6.3 EMD 6.3 EMD 6.4 EMD 6.5 EMD 6.5 EMD 6.5 EMD 6.5 EMD 6.6 EMD 6.6 EMD 6.6 EMD 6.6 EMD 6.7 EMD 6.8 EMD 6.9 EMD shall be deposited to IWAI Fund through RTGS in the following account 6.9 EMD 6.1 EMD 6.1 EMD 6.1 EMD 6.1 EMD 6.1 EMD 6.1 EMD 6.2 EMD 6.3 EMD 6.3 EMD 6.4 EMD 6.5 EMD 6.5 EMD 6.5 EMD 6.6 EMD 6.6 EMD 6.6 EMD 6.7 EMD 6.8 EMD 6.9 EMD 6.1 EMD 6.2 EMD 6.3 EMD 6.3 EMD 6.4 EMD 6.5 EMD 6.5 EMD 6.6 EMD 6.6 EMD 6.6 EMD 6.7 EMD 6.8 EMD 6.9 EMD 6.9 EMD 6.9 EMD 6.9 EMD 6.9 EMD 6.1 EMD 6.1 EMD 6.1 EMD 6.1 EMD 6.1 EMD 6.2 EMD 6.3 EMD 6.3 EMD 6.4 EMD 6.4 EMD 6.5 EMD 6.5 EMD 6.6 EMD 6.6 EMD 6.7 EMD 6.7 EMD 6.8 EMD 6.8 EMD 6.9 EMD 6.9 EMD 6.9 EMD 6.9 EMD 6.1 EMD 6.2 EMD 6.3 EMD 6.3 EMD 6.4 EMD 6.4 EMD 6.5 EMD 6.5 EMD 6.5 EMD 6.6 EMD 6.6 EMD 6.7 EMD 6.7 EMD 6.8 EMD 6.8 EMD 6.9 EMD 6.9 EMD 6.9 EMD 6.1 EMD 6.2 EMD 6.3 EMD 6.3 EMD 6.4 EMD 6.4 EMD 6.5 EMD 6.5 EMD 6.5 EMD 6.6 EMD 6.7 EMD 6.7 EMD 6.8 EMD 6.8 EMD 6.8 EMD 6.9 EMD 6.9 EMD 6.9 EMD 6.1 EMD		Tender condition shall prevail			
Financial Bid' of those Bidders whose Technical Bid has a score of minimum 65 marks or more has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the Tender 15. Bid opening and evaluation process - 15.3.2 Financial Bid' of those Bidders whose Technical Bid has a score of minimum 65 marks or more has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the Tender 15. Bid opening and evaluation process - 15.3.2 Financial Bid' of those Bidders whose Technical Bid has a score of minimum 65 marks or more has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the Tender 15. Bid opening and evaluation process - 15.3.2 A minimum qualification score of 65 marks seems to be too low. To ensure that IWAI gets good, technically competent Bidders the minimum scor for qualification should be gets good, technically competent Bidders the minimum qualification score to 75 or above. We request you to revise the minimum qualification score to 75 or above to ensure IWAI gets Bids from technically and financially competent Bidders. The qualification criteria will be above to ensure IWAI gets Bids from technically and financially competent Bidders.		The qualification criteria will be minimum 55 marks			
3	3 6. Milestones - 6.2, Range No. 83 1. Installation and Commissioning of Smart Access Control equipment's - 5 months 2. Development of Software - T + 6 months and Commissioning and w		The CAMC is intended for both software and Installation and Commissioning and will start after expiry of warranty perlod i.e. 1 year from date of commissioning		
4	11 Defects Liability - 11.1 Defects Liability Period, Page 140 In these Conditions the expression "Defects Liability Period" shall mean the defects liability period Defect Liability Period. Is it part of CAMC or separate? The Defect liability period Defect Liability Period. Is it part of CAMC or separate?		The Defect liability period shall be 6 months		
5	Form Fin – 2: Summary of Cost	<i>f</i>	We suggest providing a detailed BOQ for the Access Control System for a proper apple to apple comparison between all Bidders. Otherwise any Bidder can quote as per their understanding and Technical and Financial Evaluation on the same level would be almost impossible.	Tender condition shall prevail	
6	&	Similar Works" means "Design/Installation/Commissioning of Smart Access Control across Ports and/or development of software for Smart Access Control management for ports/ roads & highways/railways with a minimum work value of 2.5 crs	Similar Works" means "Design/Installation/Commissioning of Smart Access Control across Ports and/or development of software for Smart Access Control management for any government/ PSU for minimum work value of 2.5 Cr	Tender condition shall prevail	





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7	16. Qualification Criteria and Bid evaluation 16.1 Pre- Qualification criteria	specified below: i. 3 similar works each costing not less than the amount equal to INR 5.91 Crores ii. 2 similar works each costing not less than the amount equal to INR 7.39 Crores	"Most of the RFID Access Control Projects in ports are long terms contracts with 5-10 years tenure with CAMC and operations support for period of 5- 10days. Request you to also consider ongoing "CAMC and operations part of contracts" that are commissioned and 5 years in operation with good performance in any of major ports."	The CAMC and operations cost will also be considered subject to condition that the same forms a part of initial work award
8	Scoring Sheet- Table-1 Pg.No 36 of 196	RFID based completed projects involving Supply, Installation and Commissioning and Operation and Maintenance of projects in last 7 years- Max 15 marks	However, breakup mentioned is not matching with maximum of 15 marks a) 1 work- 5 Marks b) 2 works -7 Marks c) 3 works- 10 Marks Request you to kindly clarify/ amend	May kindly refer revised Scoring criteria (Annex-A)
9			We request you to kindly remove the work value or reduce work value to minimum 20 lakhs as could component with higher value will restrict the bidders participation	Tender condition shall prevail
10	Pg.No 39 of 196	ISONCTICA CELTUICATE' HAN 3'31 CIDIE	We request to consider MSME firm exempted or reduce the Solvency certificate amount for MSEs for wider participation .	Tender condition shall prevail
11	Form Fin – 2: Summary of Cost Pg.No 71 of 196	I. BoQ 1 – Smart Access Control at IWAI Ports 1. Installation of Smart Access at IWAI Ports- 9 locations	We understand the breakup of this line item provided in Form Fin – 3 page 72 of 196, However it is clear from the BOM or technical specification the exact quantity of RFID Reader, Boom Barriers, etc We request IWAI to provide location wise break of hardware required to arrive at exact scope of hardware	Tender condition shall prevail
12		2. Access Control of Entry/Exit gate (RFID/ANPR, Boom barriers and all other necessary accessories required)	lane to arrive at exact quantity of RFID/ANPR reader and Boom barrier	The layout drawing of all terminals has been attached(Annex-B. The bidder are free to design the best suited design
13		with all necessary accessories and connection)		Weighbridges exists at Pandu, Dhubri, Haldia and GR Jetty. The bidder should verify the installation and suggest if they needs to be changed
14	Form Fin – 3		Is bidder required to consider RFID based identification of truck on weighbridge to real time weighment capture?	Yes
15		4. Parking Management System (Display board, Fast-tag based payment system, POS System for collection of fee in case of non-fast tag system)	Is there separate entry & exit points available for parking space in any of these 9 IWAI locations? If yes, bidder might have to consider additional Fastag RFID reader apart from Gate RFID reader	Yes







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		General				
		S.No	Description of Items Harbour Entry Point (HEP			
		1	System) (Software design development and commissioning)			
16		2	Access Control of Entry/Exit gate (RFID/ANPR, Boom barriers and all other necessary accessories required)			
	Form Fin – 3 Pg.No 72 of 196	3	Weight Management System (Pitless type Weighing bridge, printer/display board/ computer with all necessary accessories and connection)	We request you to kindly provide the detailed breakup of hardware to be considered for each line item	Refer to reply at S.No 12	
		4	Parking Management System (Display board, Fast-tag based payment system, POS System for collection of fee in case of non-fast tag system)			
		5	AMC charges for 3 years of all hardware/accessories for system			
		6	AMC for 3 years support & maintenance of HEP System			
17	General	Current gate infrastructure		Request you to kindly provide the existing gate infra like security cabin/room, IT office to place the IT hardware like PC's, Servers and network switches	Refer Reply at S.No-12	
18	General	Network and internet connectivity		We request you to kindly provide existing availability of LAN and internet connectivity of all 9 proposed locations.	No LAN and internet connectivity exists at site. Contractor has to arrange for LAN/WAN and internet connectivity and the quote is deemed to be inclusive of LAN?WAN and internet connectivity.	
19	6.9.3	In case the Bidder is a JV of two members, then the minimus shall be at least 51% and the minimum share of the 2nd me total share of all the JV / Consortium members being 100%. Consortium of three members, then the minimum share of least 51%, minimum share of the 2nd member shall be 29% 3rd member shall be 15%, with a total share of all the JV / C 100%. However, JV / Consortium will have to be registered to Company Act 2013.	mber shall be 29%, with a In case the Bidder is a JV / the Lead Member shall be at and minimum share of the Consortium members being	We request IWAI that it should be left on the discretion of the members of the consortium. If there is any govt order or concerned rule in GFR, this may be clarified.	JV comprising of maximum 3 members may be formed with one of the members as lead. The JV/Consortium will be registered as a SPV under Company Act 2013	







20	16.1.1 and Scoring Table 1	b) For this purpose, the "Similar Works" means "Design/Installation/Commissioning of Smart Access Control across Ports and/or development of software for Smart Access Control management for ports/ roads & highways/railways and/or IT solutions of Govt for public domain.	In scoring sheet Table 1, sr. No. 2, Similar work has been mentioned and is not same. This should be same. May be clatified.	The similar work criteria is different for scoring sheet and qualification critreria. In scoring sheet breakup of composite items have considered indiviually for scoring
21	1	The Bidder should have its own manufacturing facility and or be the dealer of OEM (due certification from OEM for continuing support till the expiry of Defect Liability period specified in the Contract is to be submitted with the bid	For an OEM or its dealer, which has experience in installation and commissioning of Access control system may not have experience in cloud based deployment or CMMI level.	The bidder may submit an undertaking from OEM for support during the currecy of the contract
22	Form Fin 3		Whether it will be submitted online on the portal or submitted as hard copy.	It will be submitted online. Only the RTGS receipt and Solvency certificate should be submitted in original before the closing date
23	Form Fin 4		As per our understanding, the fees are determined by IWAI. What does this frm means. Whether the bidder should declare how much we wish to charge. What will happen if the L1 mention the fees to exorbitant than fees stipulated by IWAI. Whether this be considered while selecting L1.	The Form Fin-4 will not be considered for selecting L1 bidder. The fee is deemed to cover the OM expenses. In case, the bidder quote unrealistic fee, the bid will be outright rejected.
24	SECTION-I: NOTICE INVITING E-		Kindly consider QCBS instead of CBS.	Tender condition shall prevail
25	SECTION - SECTION-II: INSTRUCTIONS TO BIDDERS (ITB), clause 19 on page no. 34	All the deliverables and study outputs including primary data shall be compiled, classified and submitted by the Contractor to the Employer in hard copies and editable soft copies in addition to the requirements for the reports and deliverables indicated in the Terms of Reference. The study outputs shall remain the property of the Employer and shall not be used for any purpose other than that intended under these Terms of Reference without the prior written permission of the Employer. In the case of any deliverables by Contractor consisting of any Intellectual Property Rights ("IPR") rights of the Contractor, the Contractor shall provide the Employer with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the Works, shall be and shall remain property of the Employer.	We request you to kindly add a provision for protection of existing intellectual property rights in this clause. We request you to modify this provision to have clause for safeguarding pre-existing IPR of each party in this clause: 19. Ownership of Document and Copyright All the deliverables and study outputs including primary data shall be compiled, classified and submitted by the Contractor to the Employer in hard copies and editable soft copies in addition to the requirements for the reports and deliverables indicated in the Terms of Reference. The study outputs shall remain the property of the Employer and shall not be used for any purpose other than that intended under these Terms of Reference without the prior written permission of the Employer. In the case of any deliverables by Contractor consisting of any Intellectual Property Rights ("IPR") rights of the Contractor, the Contractor shall provide the Employer with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the Works, shall be and shall remain property of the Employer. Except for the rights expressly granted under any license by a Party or its sub-contractor under the contract, each Party shall retain its right in the pre-existing intellectual property and nothing in the contract shall be deemed to be a license or transfer of ownership in the pre-existing intellectual property to the other Party.	Tender condition shall prevail







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26	SECTION-VI: TERMS OF REFERENCE (ToR), Scope of Work, Clause No- 2.5 Page No- 77	The work involves Supply, Installation, Testing, Commissioning, Operating, Manning and Maintenance of RFID and ANPR based Access Control System on Hire basis with necessary hardware & software with all cabling at all entry/exit gates in Port premises including Comprehensive Maintenance (inclusive of warranty) for a period of three years.	Kindly clarify what is meant by Hire basis here.	The clause has been modified kindly refer amendments
	REFERENCE (ToR), clause 4.a)	2.7 Weight measurement system WMS shall have an Open architecture and SDK/API shall be available for integration with 3rd party system.	Is there any existing Weigh Bridge required to be integrated? If yes, who will be providing the SDK/API? Kindly confirm. Also kindly confirm the make and model and their working status.	This is within the domain of succesful bidder
28	SECTION-VI: TERMS OF REFERENCE (ToR) , clause 2.7) page no. 82	4. Operation & Maintenance of Port .The contractor has to manage the entire port by deploying suitable manpower. No payment on this account has been considered in the present tender.	We request IWAI, to provide the exact numbers of Manpower required during the	The bidder has to determine the requirement of manpower as the payments for the same are to be made by the contractor and IWAI will not reimburse the cost of manpower.
29	REFERENCE (TOR) , clause 2.7)	4. Operation & Maintenance of Port The Contractor is free to charge the entry fee and parking fee(free parking is to be considered for 6 hrs) can be charged if the vehicle is parked beyond 6 hrs. The fee per vehicle is to be quoted in Fin-4 of BoQ.	Since the ownership lies with IWAI, it is requested ti IWAI to finalise the parking fee.	Kindly refer reply at Sno 23
	SECTION-VI: TERMS OF REFERENCE (ToR), clause 9 (9.2) page no. 85	Request to add provision for limitation on liability of bidder	We request you to add a provision to put a limitation on liability of the Bidder. Therefore, we request you to add below mentioned clause under section 9 or under the General Terms and Conditions: 9.3 Notwithstanding anything contained in the RFP/agreement, the total liability of the Bidder/Contractor for any kind of loss, damage or claim arising out of or connected with the RFP/contract will not exceed either (i) the value of the applicable purchase order giving rise to the liability or (ii) price allocable to the goods/works which give rise to such a claim, whichever is lesser. Neither Party shall be liable for indirect losses, consequential, collateral, special, punitive or incidental loss or damage including business loss suffered by a Party in connection with the agreement, whether in tort, contract, strict liability or otherwise. 9.4Parties agree that Contractor will not be responsible for any loss or damage including physical damage, theft, unauthorized access, unstable power surge caused by a third party or other contractor of the IWAI.	Tender condition shall prevail
31	SECTION-VI: TERMS OF REFERENCE (ToR) 9.2 Liquidated Damages Summary Page No 85-86	Prescribed LD 1) Installation and Commissioning of Smart Access Control equipment's 0.05% of S.No-1 of Fin-2 per week of delay 2) Development of Software 0.05% of S.No-2 of Fin-2 perweek of delay 3) CAMC 1 % per week of delay beyond the defect rectification time of 72 hrs. 4) Non deployment of manpower Rs 500/hr/port beyond 3 hrs.	Liquidated Damages for delay shall be applicable on undelivered value only	Tender condition shall prevail







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32	SECTION - VII: GENERAL CONDITIONS OF CONTRACT, clause 1 (1.5) on page no. 93	icompanies (as per the mission of Letter of Intent for JV / Consortium) including submission of	companies act required ?	Kindly refer reply at Sno19
33	SECTION - VII: GENERAL CONDITIONS OF CONTRACT (Clause 1.10 b) Page No-95	iano approvais ioi nis equipment ano mandower as required by the Laws in relation to the	The contractor shall only be responsible for compliances and taxes attributable to its part of contract as per Indian tax laws.	Tender condition shall prevail
34	CONDITIONS OF CONTRACT, clause 2(sub clause 2.2) on page no. 97	2.2Employer's Risks The Employer's risks are, in so far as they directly affect the execution of the Works in the country where the permanent works are to be executed: (a)war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (b)rebellion, revolution, insurrection, or military or usurped power, or civil war, (c)ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, (d)pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, (e)riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the Works, (f)loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract, (g)loss or damage to the extent that it is due to the design of the Works, and (h)any operation of the forces of nature (insofar as it occurs on the Site) that an experienced contractor: (i)could not have reasonably foreseen, or (ii)could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures: (a)prevent loss or damage to physical property from occurring by taking appropriate measures, or	We request you to kindly clarify and add fire, epidemic, pandemic and covid-19 events as employer's risk in this provision: 2.2Employer's Risks The Employer's risks are, in so far as they directly affect the execution of the Works in the country where the permanent works are to be executed: (a)war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (b)rebellion, revolution, insurrection, or military or usurped power, or civil war, (c)ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, (d)pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, (e) Fire, riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the Works, (f)loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract, (g)loss or damage to the extent that it is due to the design of the Works, and (h)any operation of the forces of nature (insofar as it occurs on the Site) that an experienced contractor: (i)could not have reasonably foreseen, or (i)could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures: (a)prevent loss or damage to physical property from occurring by taking appropriate measures, or (b)insure against such loss or damage or (j) epidemic/ pandemic including but not limited to COVID-19,.	Tender condition shall prevail







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35	SECTION - VII: GENERAL CONDITIONS OF CONTRACT, clause 4 (sub clause 4.7) on	forthwith give notice thereof to the Engineer, with a copy to the Employer. On receipt of such notice, the Engineer shall, if in his opinion such obstructions or conditions could not have been	We would like to propose minor modification from this clause: 4.7Unforeseeable Physical Obstructions or Conditions If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic, sea, river conditions on the Site, such obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer, with a copy to the Employer. On receipt of such notice, the Engineer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Employer and the Contractor, determine	Tender condition shall prevail
36	4.14 Electricity, Water and Gas, Page No- 109	The Contractor shall be responsible for the provision of all power, water and other services he may require for his execution of the Works.	Provision for electricity, water, gas shall be in customer scope for entire duration of contract	Tender condition shall prevail
37	SECTION - VII: GENERAL CONDITIONS OF CONTRACT, clause 4 (sub clause 4.22) on	4.22Copy Right The copyright in all drawings, documents and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party indemnity of the employer.	We would like to suggest reasonable exclusions to third-party indemnity under patent, copyrights or other intellectual property right, to exclude liability from the events stated in the provision suggested below: 4.22Copy Right The copyright in all drawings, documents and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party indemnity of the employer. Notwithstanding anything contained in the RFP/contract, the Contractor shall have no obligation under clause 4.21 and 4.22 to indemnify or settle any claim for any infringement or other violation of any patent, copyrights or other intellectual property right: (i) arising from compliance with IWAI's specifications, designs or instructions; (ii) relating to use of any deliverable supplied by Contractor in combination with any other item(s) not supplied by the Contractor or (iii) attributable to possession or use of the deliverable (or any part thereof) by IWAI other than in accordance with the terms of the license or contract or agreed scope	Tender condition shall prevail
38	CONDITIONS OF CONTRACT,	Employer not Liable for Damage The Employer shall not at any time be liable, as mentioned in Clauses 2.2, 4.16,4.17,4.18 and 13, for the loss of or damage to any of the said Contractor's Equipment, Temporary Works or materials.	We propose to clearly define the circumstances wherein employer will be liable to pay damages to Contractor: 4.36.2Employer not Liable for Damage The Employer shall not at any time be liable, as mentioned in Clauses 2.2, 4.16,4.17,4.18 and 13, for the loss of or damage to any of the said Contractor's Equipment, Temporary Works or materials provided that such loss or damage or default or breach is not attributable to the Employer.	Tender condition shall prevail
	SECTION - VII: GENERAL CONDITIONS OF CONTRACT, clause 4 (sub clause 4.36.5) on page no. 117	without obtaining written permission to do so issued by the Engineer. Employer shall be entitled	We request you to kindly delete this clause since it will not be possible for bidder to make its equipment available for hire after termination to be used by another agency for work	Tender condition shall prevail







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40	SECTION - VII: GENERAL CONDITIONS OF CONTRACT, clause 4 (sub clause 4.36.6) on page no. 117	Costs for the Purpose of Clause 16 In the event of the Employer invoking provisions of sub clause 4.36.5, for the purpose of executing and completing the Works and the remedying of any defects therein for the purpose of clause 16, the costs thereof will be determined by the Engineer in consultation with the employer and same shall form the cost of executing and completing same as incomplete obligation and liability of the Contractor and notice to that effect will be issued to the Contractor by the Engineer.	In line with above mentioned clause, we proposed deletion of this clause.	Tender condition shall prevail
41	clause 4 (sub clause 4.36.7) on page no. 117	4.36.7 Incorporation of Clause in Subcontracts The Contractor shall, where entering into any subcontract for the execution of any part of the Works, incorporate in such subcontract (by reference or otherwise) the provisions of sub clauses 4.36.5 and 4.36.6 in relation to Contractor's Equipment, Inland Waterways Authority of India Temporary Works or materials brought on to the Site by the Subcontractor andemployer shall be kept indemnified against any claim arising out of such subcontractor.	In line with above mentioned clause, we proposed deletion of this clause.	Tender condition shall prevail
42	SECTION - VII: GENERAL CONDITIONS OF CONTRACT, clause 6 (sub clause 6.12) on page no. 125	6.12 Replacement of Key Personnel The replacement of the key personnel shall only be on health grounds of the individual or if the personnel ceases to work for the contractor and is no longer an employee of the contractor. The contractor shall not replace any of the key personnel without the written consent of the Engineer-in-charge. In case Contractor engages in such activity i.e. replacement of key personnel with or without EICs consent, such action shall attract a deduction of 10% of the total amount from the running account bill. However, there shall be no deduction if the replacement is made on health grounds of the personnel. The contractor shall submit medical certificate of such personnel intended to be replaced on health grounds	We suggest to delete 10 % deduction from total amount from the running account bill in case of replacement of key personnel. We also request you to add reasonable grounds for replacement where no penalty will be imposed due to such replacement. 6.12Replacement of Key Personnel The replacement of the key personnel shall only be on health grounds of the individual or if the personnel ceases to work for the contractor and is no longer an employee of the contractor. The contractor shall not replace any of the key personnel without the written consent of the Engineer-in-charge. In case Contractor engages in such activity i.e. replacement of key personnel with or without EICs consent, such action shall attract a deduction of 10% of the total amount from the running account bill. However, there shall be no deduction if the replacement is made on health grounds of the personnel or due to function change or resignation. The contractor shall submit medical certificate of such personnel intended to be replaced on health grounds.	
43	SECTION - VII: GENERAL CONDITIONS OF CONTRACT, clause 7 (sub clause 7.14) on page no. 130	7.14Default of Contractor in Compliance In case of default on the part of the Contractor in carrying out such instruction within the time specified therein or, if none, within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer	We would to limit our liability in this case till the value of unexecuted works . we cannot accept unlimited cost in this clause. 7.14Default of Contractor in Compliance In case of default on the part of the Contractor in carrying out such instruction within the time specified therein or, if none, within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer provided that the liability of the Contractor under this provision will not exceed the value of the unexecuted works.	·
44	Page 132	The Contractor shall bear all costs and charges for special or temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works	Charges for Special or temporary rights of way shall be reimbursed on actual	Tender condition shall prevail







This provision is not valid as per the current legal provision sub section 5 of section 12 of Arbitration and conciliation act, we therefor request you to delete this clause and Any dispute in respect of which: incorporate clause. (a) the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 16.3.1, and (ii) Within twenty eight (28) days of receipts of such notice from either party, the (b) amicable settlement has not been reached within the period stated in Sub- Clause 16.3.2, shall unresolved dispute will be referred to arbitration by the Parties in accordance with the be referred for arbitration in the manner provided as under and to the sole arbitrator appointed Arbitration and Conciliation Act, 1996 (as amended). The arbitration proceedings will be as follows: conducted before an arbitral tribunal consisting of 3 (Three) arbitrators. Each Party shall (I) Either of the parties may give to the other notice in writing of the appoint 1(One) Arbitrator and these 2 (Two) appointed arbitrators will appoint the third existence of such question of dispute or difference with a copy to the arbitrator who will preside over the arbitration proceedings. The language of arbitration Engineer within the time specified in clause 16.3.1. will be English. The place of arbitration shall be New Delhi, India. The Parties agree that SECTION - VII: GENERAL (ii) Within twenty eight (28) days of receipts of such notice from either the decision of the arbitrator/s shall be final and binding on the Parties. The Courts at CONDITIONS OF CONTRACT, party the Engineer in Consultation with the Employer shall send to the New Delhi will have jurisdiction to decide over all matters arising with respect to the 45 Tender condition shall prevail clause 16.3 (sub clause 16.3.3) contractor a panel of three persons and the contractor within twenty RFP/contract. The cost of the arbitration will be equally borne by the Parties the on page no. 157 one (21) days of receipt of such panel communicate to the Engineer Engineer in Consultation with the Employer shall send to the contractor a panel of three and Employer the name of one of the persons from such panel and persons and the contractor within twenty one (21) days of receipt of such panelsuch person shall then be appointed a sole arbitrator by the Employer. communicate to the Engineer and Employer the name of one of the persons from such-However, the arbitrator so appointed shall not be an officer or the panel and such person shall then be appointed a sole arbitrator by the Employer. employee of the Employer or Engineer. However, the arbitrator so appointed shall not be an officer or the employee of the (iii) Provided that if the contractor fails to communicate the selection of a Employer or Engineer. name out of the panel so forwarded to him within the specified time, (iii)Provided that if the contractor fails to communicate the selection of a name out of the panel so forwarded to him within the specified time, Employer shall without delay Employer shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator. select one person from the aforesaid panel and appoint him as the sole arbitrator. (iv)The award of the arbitrator shall be final and binding. The arbitrator shall decide in what proportion the arbitrator's fees, as well as the cost of Arbitration proceeding shall be borne equally by either party.







SECTION - VII: GENERAL CONDITIONS OF CONTRACT, 46 clause 16.3 (sub clause 16.3.3) on page no. 159

17Termination by the Employer

17.1Default of Contractor

If the Contractor is deemed by law unable to pay his debts as they fall due, or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or becomes insolvent, or makes an arrangement with. or assignment in favour of, his creditors, or agrees to carry out the Contract under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of his assets, or if, under any law or regulation relating to reorganization, arrangement or readjustment of debts, proceedings are commenced against the Contractor or resolutions passed in connection with dissolution or liquidation or if any steps are taken to enforce any security interest over a substantial part of the assets of the Contractor, or if any act is done or event occurs with respect to the Contractor or his assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events, or if the Contractor has contravened Sub-Clause 5.1, or has an execution levied on his goods, or if the Engineer certifies to the Employer, with a copy to the Contractor, that, in his opinion, the Contractor:

(a)has repudiated the Contract,

(b)without reasonable excuse has failed

(i)to commence the Works in accordance with Sub-Clause 8.1 or

(ii)to proceed with the Works, or any Section thereof, within 28 days after receiving notice pursuant to Sub-Clause 8.11,

(c)has failed to comply with a notice issued pursuant to Sub-Clause 7.9 or an instruction issued pursuant to Sub-Clause 7.13 within 28 days after having received it,

(d)despite previous warning from the Engineer, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract, or

(e)has contravened Sub-Clause 5.2,

then the Employer may, after giving 14 days' notice to the Contractor, enter upon the Site and expel the Contractor there from without thereby violating the Contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on the Employer or the Engineer by the Contract, and may himself complete the Works or may employ any other contractor to complete the Works. The Employer or such other contractor may use for such completion so much of the Contractor's Equipment, Plant, Temporary Works, and materials, which have been deemed to be reserved exclusively for the execution of the Works, under the provisions of the Contract, as he or they may think proper, and the Employer may, at any time, sell any of the said Contractor's Equipment, Temporary Works, and unused Plant and materials, and apply the proceeds of sale in or toward the satisfaction of any sums due or that may become due to him from the Contractor under the Contract.

We request you to kindly provide a 30 days written notice to contractor in case of termination by employer, in order to make back to back arrangement with vendor and subcontractor, if any.

17Termination by the Employer

17.1Default of Contractor

If the Contractor is deemed by law unable to pay his debts as they fall due, or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or becomes insolvent, or makes an arrangement with. or assignment in favour of, his creditors, or agrees to carry out the Contract under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of his assets, or if, under any law or regulation relating to reorganization, arrangement or readjustment of debts, proceedings are commenced against the Contractor or resolutions passed in connection with dissolution or liquidation or if any steps are taken to enforce any security interest over a substantial part of the assets of the Contractor, or if any act is done or event occurs with respect to the Contractor or his assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events, or if the Contractor has contravened Sub-Clause 5.1, or has an execution levied on his goods, or if the Engineer certifies to the Employer, with a copy to the Contractor, that, in his opinion, the Contractor:

(a)has repudiated the Contract,

(b)without reasonable excuse has failed

(e)has contravened Sub-Clause 5.2,

(i)to commence the Works in accordance with Sub-Clause 8.1 or

(ii)to proceed with the Works, or any Section thereof, within 28 days after receiving notice pursuant to Sub-Clause 8.11,

(c)has failed to comply with a notice issued pursuant to Sub-Clause 7.9 or an instruction issued pursuant to Sub-Clause 7.13 within 28 days after having received it, (d)despite previous warning from the Engineer, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract, or

then the Employer may, after giving 30 14 days' notice to the Contractor, enter upon the Site and expel the Contractor there from without thereby violating the Contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on the Employer or the Engineer by the Contract, and may himself complete the Works or may employ any other contractor to complete the Works. The Employer or such other contractor may use for such completion so much of the Contractor's Equipment, Plant, Temporary Works, and materials, which have been deemed to be reserved exclusively for the execution of the Works, under the provisions of the Contract, as he or they may think proper, and the Employer may, at any time, sell any of the said Contractor's Equipment, Temporary Works, and unused Plant and materials, and apply the proceeds of sale in or toward the satisfaction of any sums due or that may become due to him from the Contractor under

Tender condition shall prevail

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129	The state of the s	240	
	RAVI KANT	ASHUTOSH GAUTAM	PRAVEEN NANDWANA
	Chief Engineer (JMVP)	Member(Technical)	Member(Finance)

the Contract.

AMENDMENT TRIGGERED DUE TO PRE-BID DT 16.11.2023				
		Setting up of Smart Access Control for IWAI Ports Tender No: IWAI/Tr/SmartAccessControl/2023		
Sr.No	Section No. Clause, Sub Clause No and Page No. of Tender	Existing tender clause	Amendment	
1	15. Bid opening and evaluation process - 15.3.2	Financial Bid' of those Bidders whose Technical Bid has a score of minimum 65 marks or more has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the Tender Document, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the submission of bids being declared a holiday for The Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted shall not be opened.	Financial Bid' of those Bidders whose Technical Bid has a score of minimum 55 marks or more has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the Tender Document, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the submission of bids being declared a holiday for The Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted shall not be opened.	
2	Clause 9.1, Section VI ToR Pg 85	If any defects in workmanship/equipment's arise within twelve (12) Months of commissioning, the owner shall give notice to the contractor of any defect before the end of the defects liability period which begins at completion and is for 6(Six) Months thereafter.	If any defects in workmanship/equipment's arise within twelve (12) Months of commissioning, the owner shall give notice to the contractor of any defect before the end of the defects liability period which begins at completion and is for 6(Six) Months thereafter.	
3	Clause 6.9.3, ITB	In case the Bidder is a JV of two members, then the minimum share of the Lead member shall be at least 51% and the minimum share of the 2nd member shall be 29%, with a total share of all the JV / Consortium members being 100%. In case the Bidder is a JV / Consortium of three members, then the minimum share of the Lead Member shall be at least 51%, minimum share of the 2nd member shall be 29% and minimum share of the 3rd member shall be 15%, with a total share of all the JV / Consortium members being 100%. However, JV / Consortium will have to be registered under the provisions of Company Act 2013.	The bidder may JV comprising of maximum 3 members may be formed with	
4	15. Bid opening and evaluation process - 15.3.2	Financial Bid' of those Bidders whose Technical Bid has a score of minimum 65 marks or more has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the Tender Document, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the submission of bids being declared a holiday for The Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted shall not be opened.	Financial Bid' of those Bidders whose Technical Bid has a score of minimum 55 marks or more has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the Tender Document, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the submission of bids being declared a holiday for The Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted shall not be opened.	
5	SECTION-VI: TERMS OF REFERENCE (ToR), Scope of Work, Clause No- 2.5 Page No- 77	The work involves Supply, Installation, Testing, Commissioning, Operating, Manning and Maintenance of RFID and ANPR based Access Control System on Hire basis with necessary hardware & software with all cabling at all entry/exit gates in Port premises including Comprehensive Maintenance (inclusive of warranty) for a period of three years.	The work involves Supply, Installation, Testing, Commissioning, Operating, Manning and Maintenance of RFID and ANPR based Access Control System with necessary hardware & software with all cabling at all entry/exit gates in Port premises including Comprehensive Maintenance (exclusive of warranty) for a period of three years.	

6	For this purpose, the "Similar Works" means "Design/Installation/Commissioning of Smart Access Control across Ports and/or development of software for Smart Access Control management for ports/ roads & highways/railways and/or IT solutions of Govt for public domain	For this purpose, the "Similar Works" means "Design/Installation/Commissioning of Smart Access Control across Ports and/or development of software for Smart Access Control management for ports/ roads & highways/railways and/or IT solutions of Govt/Pvt for public domain
7	The Bidder should have its own manufacturing facility and or be the dealer of OEM (due certification from OEM for continuing support till the expiry of Defect Liability period specified in the Contract is to be submitted with the bid	The Bidder should have its own manufacturing facility and or be the dealer/reseller of OEM (due certification from OEM for continuing support till the expiry of Defect Liability period specified in the Contract is to be submitted with the bid

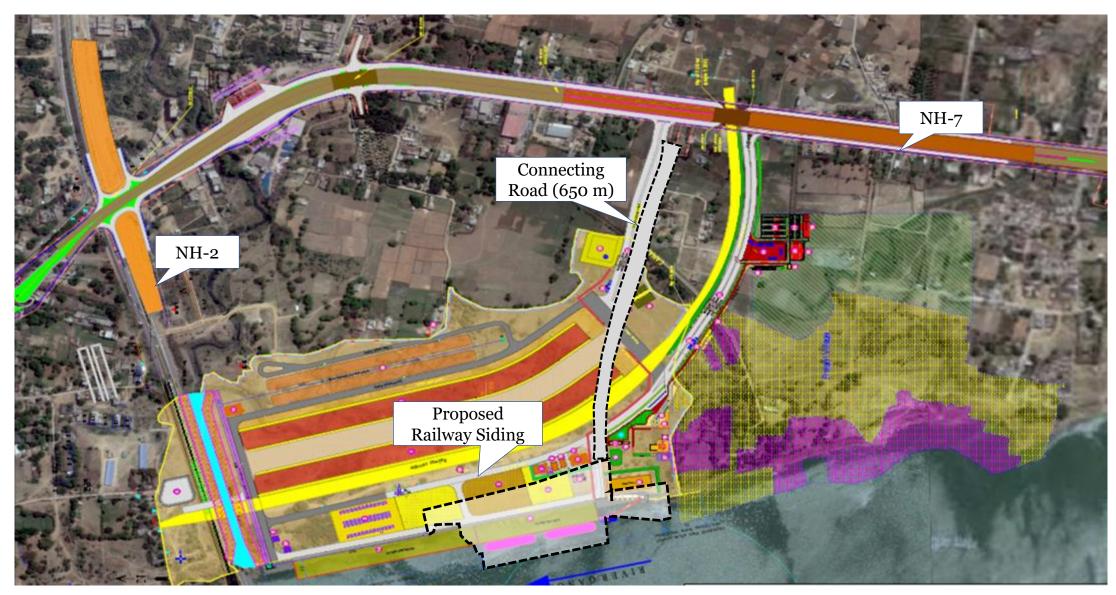
#	Scoring Parameter	Max	Score obtained
	Total	100	
1	Financial Ability	10	
a)	Turnover> Rs.5 Crore for bidder in the past 3 Financial Years (2020-21, 2021-22, 2022-23). An average of 3 years will be taken.	3	
b)	Turnover for bidder > 10 Crore and <15 crore in the past 3 Financial Years (2020-21, 2021-22, 2022-23). An average of 3 years will be taken.	5	
c)	Average Turnover for bidder>=15 Crores in the past 3 Financial Years (2020-21, 2021-22, 2022-23). An average of 3 years will be taken.	10	
	To be supported by relevant extracts of Balance Sheets		
2	RFID based completed projects involving Supply, Installation and Commissioning and Operation and Maintenance of projects in last 7 years (from 1st April 2016 to date of bid submission) in Airport, Smart City, Industrial setup for any of following - Access Control, Parking Management, Entrance Management, Vehicle Tracking System, ERP, Visitor Management System, Vehicle Management, Traffic Management "Similar Works" means "Design/Installation/Commissioning of Smart Access Control across Ports and/or development of software for Smart Access Control management for ports/ roads & highways/railways and/or IT solutions of Govt/Pvt for public	15	
	domain with a minimum work value of 2.5 crs 1 work	7	
a)	2 works	7	
b)			
c)	3 works	15	
3	Experience in implementation of Cloud based IT Application development projects in last 7 years, from 1 st April 2016 to date of bid submission. (work value of minimum 2 crores)	15	
a)	1 work	7	
b)	2 works	10	
c)	3 works	15	
4.	Solution Design, implementation approach	25	

Annex-A

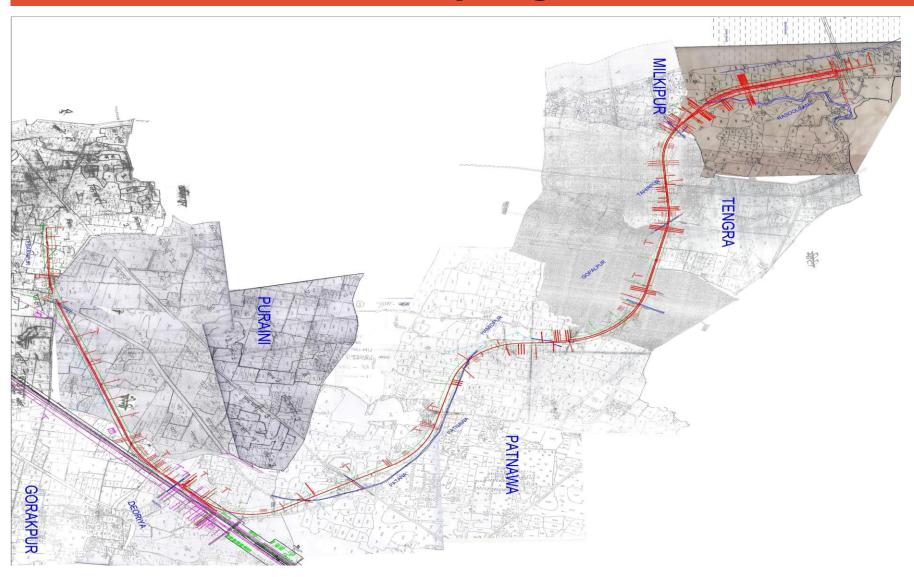
	a) Proposed application solution	5	
	b) Testing Approach & Methodology	5	
	c) Approach on Quality Assurance & Methodology	5	
	d) IT- Infrastructure & Solutions thereon	5	
	e) Project implementation Plan	5	
5.	Certifications	15	
a)	Bidder should have below mentioned Certifications		
	ISO 9001:2015 - Quality Management System	5	
	ISO 20000-1:2018 - IT Service Management	5	
	ISO 27001:2013 - Information Security Management System	5	
b)	CMMI certification in respect of bidder	20	
	i) CMMI level 3 certification	10	
	ii) CMMI Level 4 certification	15	
	ii) CMMI level 5 certification	20	

Varanasi MMT Master Plan ·

- Connectivity with NH-7 (via 650 m road) & NH2 (Delhi-Kolkata part of Golden Quadrilateral)
- Connectivity with EDFC corridor through 7.1 Km rail line (including 2 Km inside yard with 3 lines)



MMT Varanasi Railway Alignment & Land Plan



Overall Plot Plan Kalughat Terminal



Connectivity of Sahibganj MMT with Rail & Road

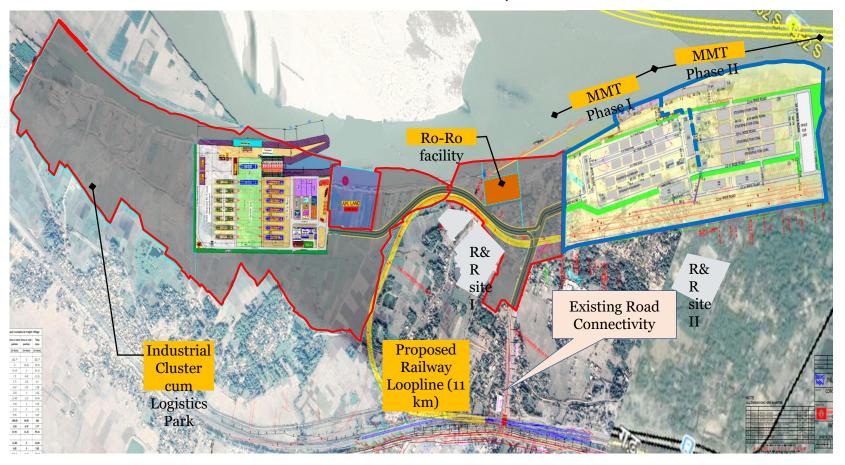
Road Connectivity

MMT Sahibganj is connected with NH-80

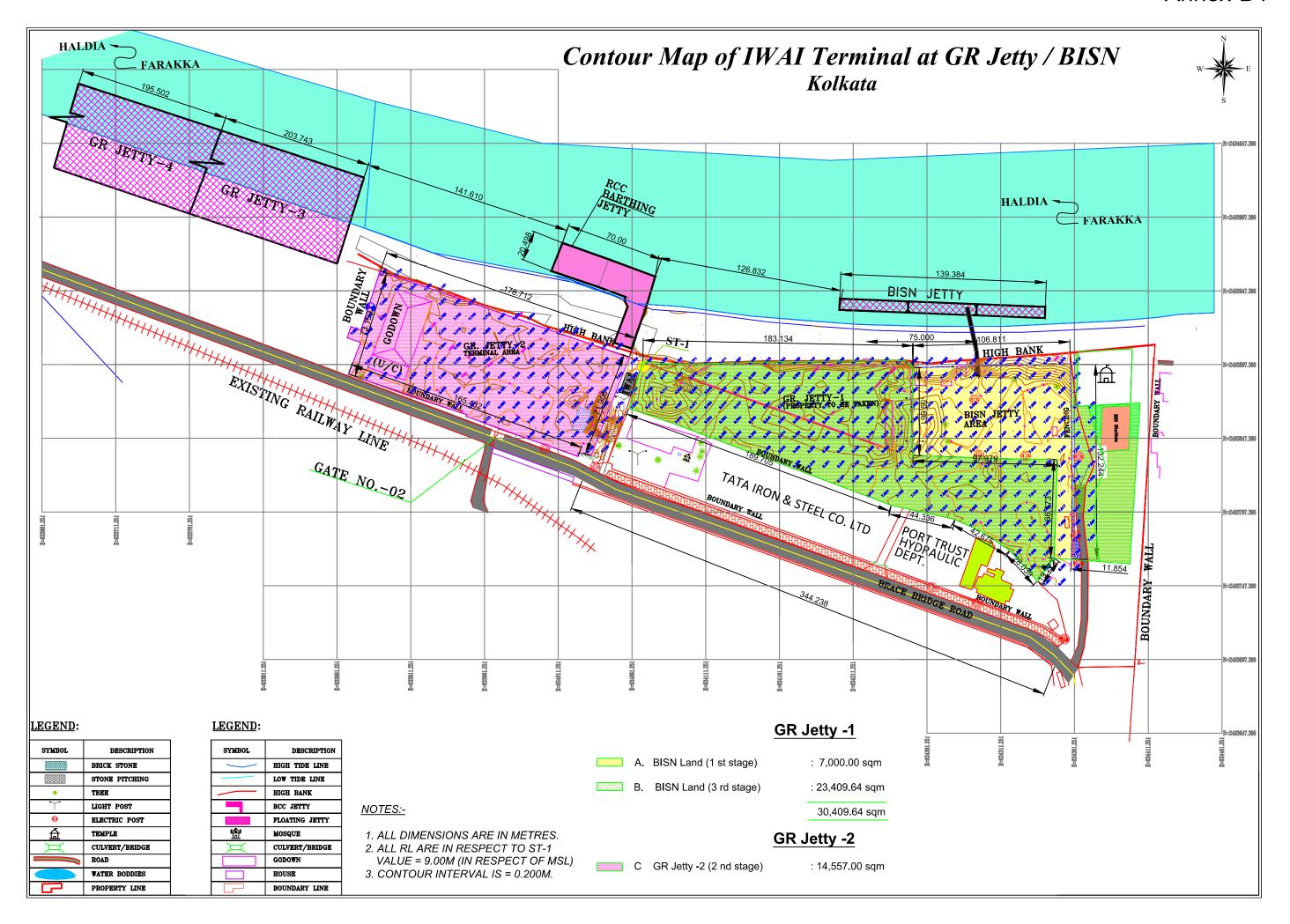
Rail Connectivity

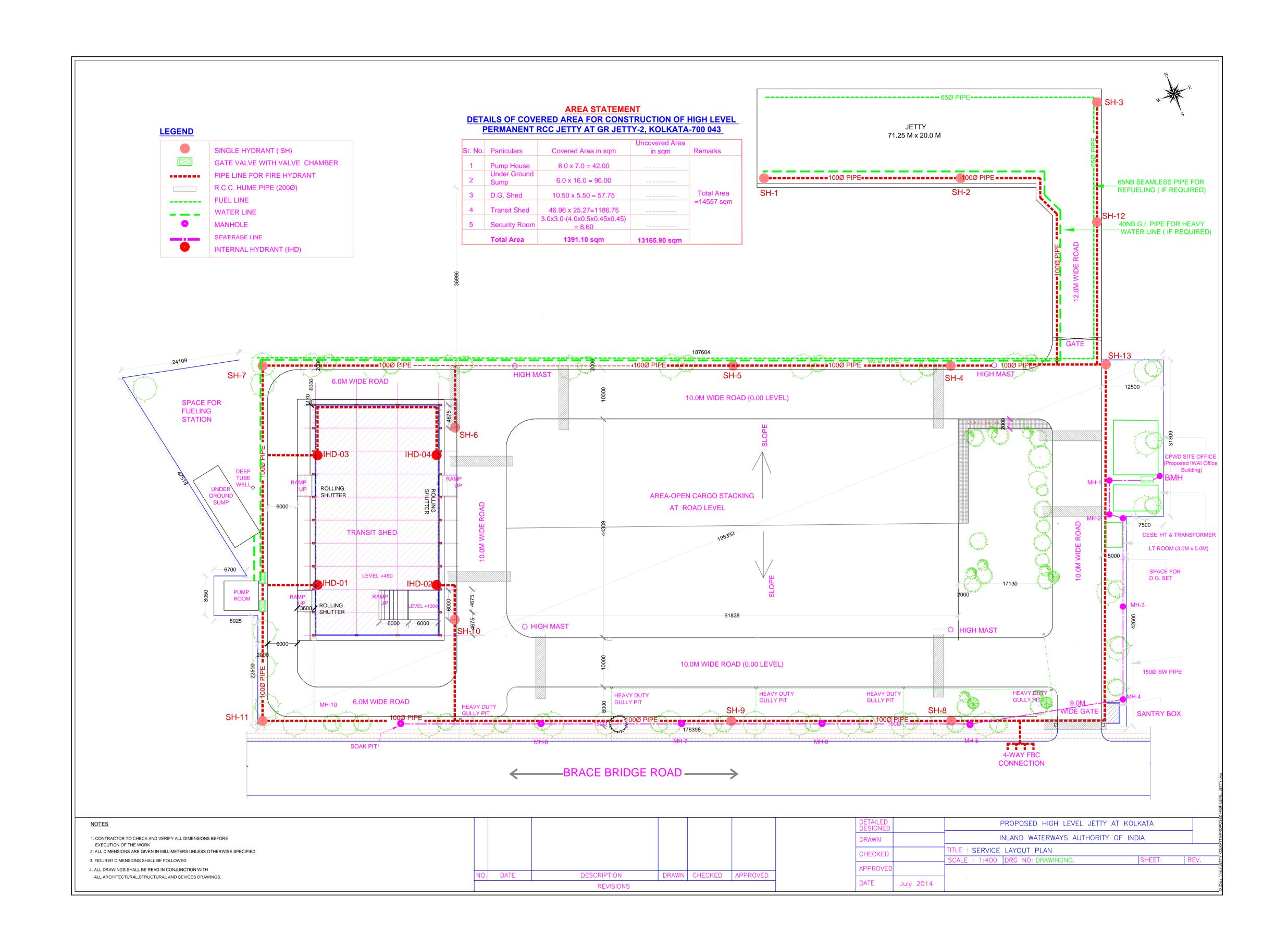
Annex-B3

Rail connectivity of 11 km proposed, (5 km long line from Sakrigali station through a loop, Y-connection and inside terminal 6 km track in 4 lines for yard and shunting)



Completion of rail connectivity expected by 2025





Connectivity of Haldia MMT with Rail & Road

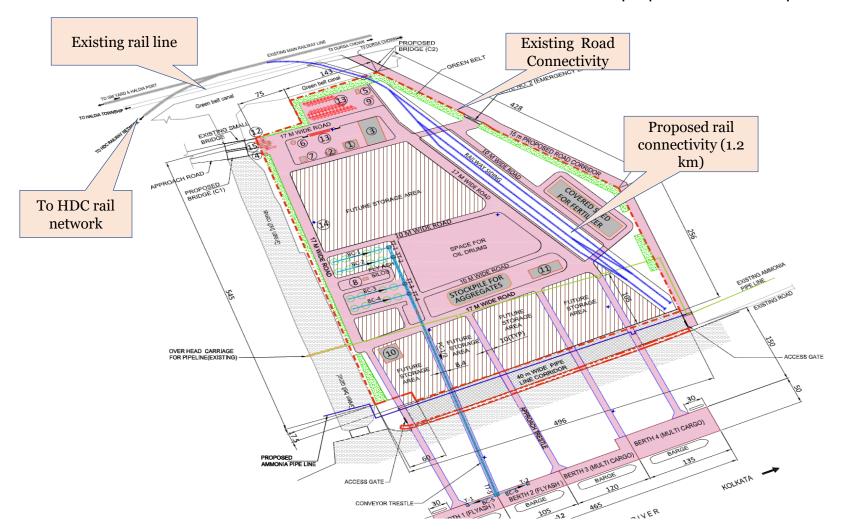
Road Connectivity

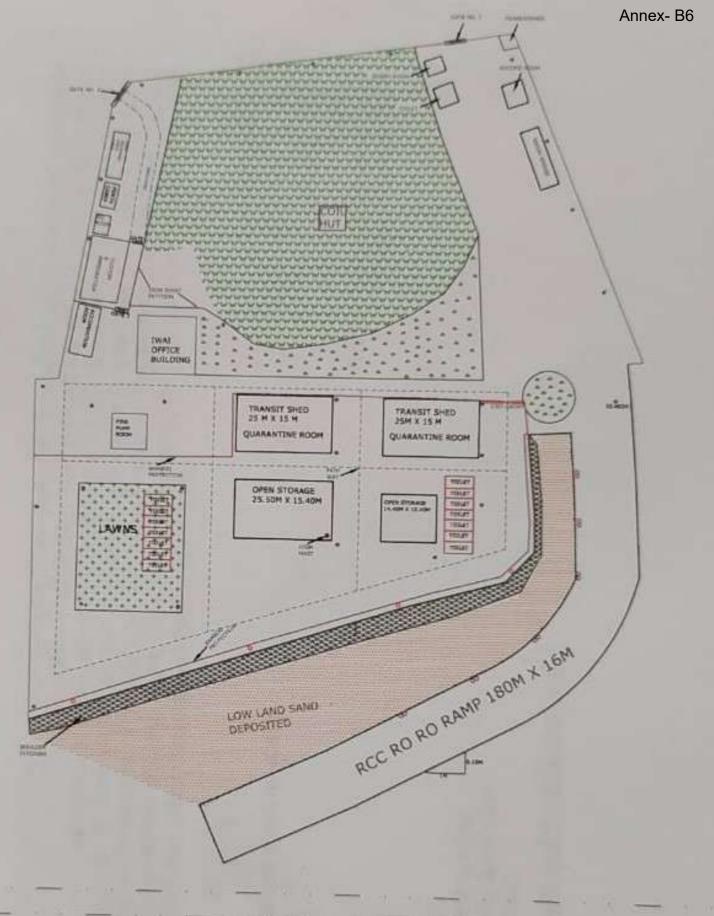
MMT Haldia is connected with NH-41

nectivity Rail Connectivity

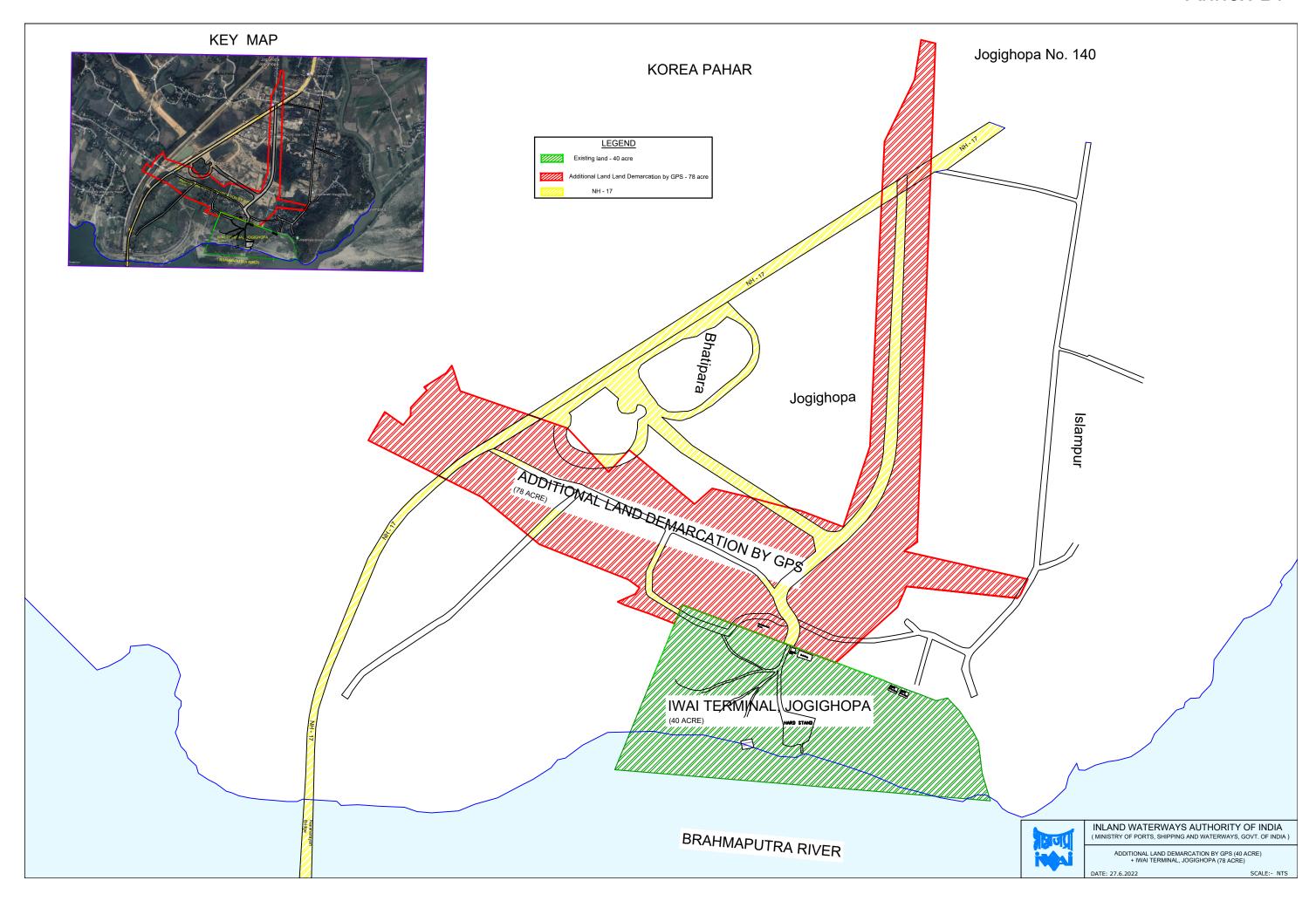
Annex-B5

Rail connectivity from Haldia Port Siding to MMT Haldia about distance of 1.2 kilometers is proposed for development





BRAHMAPUTRA RIVER



PANDU PORT

