

Operation & Maintenance of DGPS stations for round the clock service including CAMC

Minutes of Pre-bid meeting held on 09.11.2015 at 1200 Hrs

SI No.	Tender Ref	Description	Bidder Query	Clarification
(I) M/s Elcome Integrated Services Pvt Ltd, Mumbai				
1.	Clause No. 9.1 I on page 14	'extension of contract will be considered only up to a period of further two years with 5% hike in the agreement value'	This need to be discussed as retention of personnel with 5% yearly hike is not possible. Also amendment in labour laws are expected which may lead to substantial increase in minimum salaries for skilled & unskilled personnel.	Clause is clear. 5% annual hike shall be considered from second year onwards. Clause 9.1(I) page 14
2.	Clause No. 4(ix) I on page 49	Manpower specific requirements 'The expenditure incurred on the checks of the fire appliances by regulatory authority/refills, etc. shall be reimbursed by the Authority on production of original invoices'	As per this clause, expenses will be paid only at Actuals on the bill of the vendor for service or consumable purchased. Here our involvement charges needs to be considered.	Clause is clear. Provision available in the BOQ as management fee which, inter alia, consists of statutory payments of small nature like fire certificate, pollution certificate, ESIC payment for the employees, etc.
3.	Clause No. 4(x) on page 49	'Porta Cabin- Petty repairs & maintenance are routinely carried out to keep the housing leak proof and insects proof'	List of specific work to be done by Elcome is required.	Clause is clear.
4.	-do-	'Area around Porta Cabins, Gensets and Aerial Yard- Petty electrical repairs and plumbing work shall be undertaken by contractor'	List of specific work to be done by Bidder is required	Clause is clear.

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5.	Clause No. 2(ix) on page 37 And Clause No. 14(ii) on page 30	<p>Clause 2 (ix) The Contractor shall pay a sum equal to 0.05% of the cost of the Operation and Maintenance and CAMC to the station for each day of the work that remains incomplete beyond the stated period of 48 hours on every such occasion provided that such sum will not exceed 10% of the Contract value for the site. In case the Contractor fails to perform the preventive maintenance, which is to be carried out every quarter, the amount to be deducted as penalty shall be Rs.30,000/- for each quarter for the concerned station. If the contractor does not make visit to a particular site for the two consecutive quarters, no payment in respect of that shall be allowed.</p> <p>Clause 14(ii) The Contractor shall pay a sum equal to 0.05% of the cost of the value of the work for of the station for each day, if the station is not maintained or personnel as per Contract are not deployed on every such occasion provided that such sum will not exceed 10% of the Contract value for the site. If the contractor fails to maintain the station for more than 15 days, no payment shall be allowed for that quarter.</p>	Liquidated Damages as per Clause 2 (ix) of Special terms & conditions of Contract is acceptable. Whereas, LD terms mentioned at Sr. 14(ii) of the General Conditions of Contract needs to be amended.	<p>Clauses are clear. However following additional clarification is furnished.</p> <p>(a) In the event of failure of the contractor in remedying the defect upto 15 days from the date of intimation, the clause shall be effective. However, no payment on account of manpower shall be deducted provided the contractor's manpower deployment is as per provision of the contract.</p> <p>(b) The frequency of carrying out preventive maintenance and routine check by the Contractor's engineer shall be every quarter of a year.</p>
6.	Chapter. 10 on page 48	<u>Manpower specific requirements</u> Qualification & experience of engineers and operators	To meet the manpower specific requirement, it is necessary to enter into Subcontracting or Joint Venture Agreement with third Party. Further, it is observed that there is no option provided by IWAI for forming a joint Venture, and for Subcontracting, the tender document does not give clear guidelines whether we are allowed to subcontract or not (kindly refer the below clauses of the tender document).	The manpower requirement is clearly indicated in the chapter 10 clause 4. As this is only for technical persons, one agency should ideally undertake the work. No JV/subletting is permitted.

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			<p>Pg. 25 of 66 – Clause 2. Subletting: The contract shall not be assigned or sublet the work to 3rd party, which strictly not permitted under this contract. This shall be treated that the contractor has failed to complete the work and the work will be terminated with immediate effect with approval of Chairman, IWAI.</p> <p>Pg. 31 of 66 - Clause (c),</p> <p>Pg. 65 of 66 - Article 5 :- Equal Treatment of all Bidders / Contractors / Sub-Contractors</p>	
(II) M/s Transas, Mumbai,				
7.	Clause No.10 on page 16	<p>Bid opening and Evaluation (Area of Evaluation): The Technical Evaluation shall be carried out in following areas to ascertain the quality of bid:-</p> <p>Points for item (8) OEM Support Max Mark -20</p>	<p>In this reference, please note that in any case only one company will be eligible to receive authorization from respective OEM. Hence they will straight away 20 marks more than rest of the competitors.</p> <p>Please suggest if our understanding is wrong?</p> <p>Accordingly the marking system need to be revised so that each competitor shall get level opportunity.</p>	<p>The prospective bidder can give an undertaking from the OEM on continued supply of spare for providing assurance to the client that there would be no down time of the stations due to non-availability of required parts.</p>
(III) M/S Hassan Brothers, Assam,				
8.	Clause No. 9.1 on page 13 sub Para (g),(i),(j) &(k)	<p>The firm must have 3 years expertise in preventive on-site maintenance and repair of marine/ satellite /networking/telecommunication equipment</p>	<p>Tenderer may be allowed for making Joint Venture with the experienced firm /Company with fully equipped , financially sound with solvent as desired in this aforesaid for best competition in this Tender and entry of new firm with alternate option for IWAI.</p>	<p>Clause is clear. The expertise of the firm undertaking the work in the relevant field is sought and not from any other agency. Hence, No JV is required.</p>

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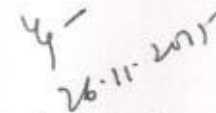
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9.	Clause No. 9.1 on page 15 sub Para O(i)	The Tenderer must be registered with the following statutory authorities and must also furnish attested copies of supporting documents:- a. ESIC Registration. b. EPF Registration c. PAN Registration d. Service Tax Registration e. Labour License	The ESIC Registration is not applicable for the firm's/Companies who's registered office is situated outside the Municipal area and where is no ESIC Hospital is available. In this event the firms/companies fall under this category they may exempt from the submission of ESIC Registration at the time of submission of tender document and successful Tenderer have to obtain Group Mediciam Insurance Policy along with personal accident Insurance Coverage of appropriate value from the Nationalized General Insurance Company.	In the case of non-availability of ESIC hospital facilities, the bidder may provide mediclaim Health insurance policy for adequate amount from any Govt authorised agency like GIC, LIC, etc. The copies of the same are to be furnished at the time of deployment of manpower.
10.	Clause No.10 on page 16	Bid opening and Evaluation (Area of Evaluation): The Technical Evaluation shall be carried out in following areas to ascertain the quality of bid:- Points for item (8) OEM Support Max Mark -20	Hence the sole owner of equipments is IWAI, the owner has supposed to have right to have guarantee and warranty in his name along with service, supply and availability of spare parts till the service life of equipment. The owner of the equipment has not to bound to take services with prescribed service provider in India by the OEM. If binding is mentioned in sales and purchase agreement in that event IWAI have take care of taking support, supply of requisite spares parts and Training to Technicians/Engineers from OEM otherwise floating of aforesaid Tender have on worth.	The prospective bidder can give an undertaking from the OEM on continued supply of spare for providing assurance to the client that there would be no down time of the stations due to non-availability of required parts.



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