

Subject: - Tender for “Procurement and services for water level and discharge monitoring stations on National Waterway no. 1 (river Ganga)”

Reference: - Tender No.: - IN-IWAI-270119-NC-RFB

CPP Portal Tender ID: - 2022_JMVP_675792_1

Response to Pre-submission queries of the Bidders

S. No.	Page no & Clause. No	Content of the RFP requiring clarifications/amendments	Clarifications/ Amendments Sought	Response by IWAI
1.	Page no. 27, Section II Bid Data Sheet (BDS) , Reference ITB 4.1 and Section III Evaluation and Qualification Criteria point # 2.2 (f)	<p>Page no. 27, Section II Bid Data Sheet (BDS), Reference ITB 4.1</p> <p>Bids from Joint Ventures are permitted</p> <p>(a) Maximum number of members in the Joint Venture (JV) shall be: Three</p> <p>(b) Place where the agreement to form JV to be registered is India.</p> <p>(c) A statement to the effect that all members of the joint venture shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms, shall be included in the authorization nominating a Representative or member in charge, as well as in the Bid and in the Agreement, in case of a successful bid.</p> <p>(d) The joint venture agreement should define precisely the division of assignments to each member of JV. All members of JV should have active participation in the execution during the currency of the contract. This should not be varied/ modified subsequently without prior approval of the Employer.</p>	<p>As per our understanding that the JV agreement which is to be registered in India could be Contractual Joint Venture registration for the subject contract would be applicable wherein all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms and without any separate/new JV entity formation under shareholding. Please confirm.</p>	<p>Bids from Joint Ventures are permitted</p> <p>(a) Maximum number of members in the Joint Venture (JV) shall be: Three</p> <p>(b) Place where the agreement to form Contractual JV to be registered is India.</p> <p>(c) A statement to the effect that all members of the joint venture shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms, shall be included in the authorization nominating a Representative or member in charge, as well as in the Bid and in the Agreement, in case of a successful bid.</p> <p>(d) The joint venture agreement should define precisely the division of assignments to each member of JV. All members of JV should have active participation in the execution during the currency of the contract. This should not be varied/ modified subsequently without prior approval of the Employer.</p>
2.	Page no. 34, Section III Evaluation and Qualification Criteria clause # 2.2 (f)	<p>Section III Evaluation and Qualification Criteria Page no. 34 clause # 2.2 (f)</p> <p>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</p>	<p>Please confirm that any one member of JV agreement can submit the bid on behalf of the JV with Bidder’s JV Members Information Form declaring the details of all JV members & declaring the Member in Charge along with their respective scope.</p>	<p>(e) The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the</p>

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		paid up capital of the registered JV entity. urther, other JV members shall hold at least 26% of the subscribed and paid up capital of the registered JV entity.		JV is awarded the Contract, during contract execution. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all members.
3.	Page no. 35, Section III ‘Evaluation and Qualification Criteria’ Clause # 2.4, Annual Turnover	The minimum required annual volume of Services for the successful Bidder in average of the last five years shall be: in ₹ Annual Turnover :- 3,60,00,000	Annual turnover requirement of Rs 3,60,00,000 please confirm if this annual turnover value inclusive of supply and services.	The minimum required annual volume of Supply / Services for the successful Bidder in average of the last five years shall be: in ₹ Annual Turnover:- 3,60,00,000
4.	Page no. 46, Section IV ¹ Appendix to Technical Part ‘Qualification Information’ Clause # 1.3, Services performed as prime Service Provider	Services performed as prime Service Provider (<i>in the same name and style</i>) on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services under way or committed, including expected completion date. [Attach certificate from the Engineer-in-charge.] Services performed as prime Service Provider (<i>in the same name and style</i>) on providing services of a similar nature and volume over the last five years ¹ . [Attach certificate from the Engineer-in-charge.]	Experience requirement wherein “Similar Works” means, “Experience in Supply / Services of Hydrographic / Marine / Navigation survey equipment or undertaking Hydrographic Surveys during the last 07 (seven) years While Appendix to Technical Part for Qualification Information point # 1.3 where it is mentioned as “Services performed as prime Service Provider (<i>in the same name and style</i>) on the provision of Services of a similar nature and volume over the last five years and tabulated accordingly for services. Please do confirm this includes supply and/or services of Hydrographic / Marine / Navigation survey equipment or undertaking Hydrographic Surveys during the last 07 (seven) years	Services performed as prime Service Provider (<i>in the same name and style</i>) on the provision of Services of a similar nature and volume over the last seven years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services under way or committed, including expected completion date. [Attach certificate from the Engineer-in-charge.] A. Supply / Services performed as prime Service Provider (<i>in the same name and style</i>) on providing services of a similar nature and volume over the last seven years. [Attach certificate from the Engineer-in-charge.]
5.	Page no. 115-117, Section IX – ‘Special Conditions of	The rates quoted by the Service Provider shall be deemed to be inclusive of the GST and other taxes that the Service provider will have to pay for the performance of this Contract. The	it is mentioned that Part payment will be made for individual site & Noida location will be made accordingly based on stages on completion of works and as per Delivery	Tender condition prevails.

¹ Immediately preceding the financial year in which bids are received.

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	Contract' Clause # 6.4	<p>Employer will perform such duties in regard to the deduction of such taxes at source [TDS] as per applicable law.</p> <p>Payments shall be made according to the following stages on completion of works as per Scope of Work:</p> <table border="1" data-bbox="531 370 1041 735"> <thead> <tr> <th data-bbox="531 370 625 735">Stage</th> <th data-bbox="625 370 884 735">Description of Works</th> <th data-bbox="884 370 1041 735">Payment including GST (Part payment will be made for individual site & Noida location) as BOQ items</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Stage	Description of Works	Payment including GST (Part payment will be made for individual site & Noida location) as BOQ items				Schedule 5 years' Service period shall be from the date of commissioning of Individual field station & Noida. Please confirm if this period of 5 years is also applicable on pro-rate basis of Individual field station & Noida and/or Services of 22 field stations + 1 central station at Noida will be extended till the completion of 5 years' service period of last station on same terms & conditions and rates and for any such extensions payment will be made on pro rata basis for individual locations from the actual 5 year completion period till the extended period.	
Stage	Description of Works	Payment including GST (Part payment will be made for individual site & Noida location) as BOQ items								
6.	Section VII , Page no. 84, 'Activity Schedule' Clause #17, Technical Specification, Para 1: Water level + Discharge Monitoring Stations	Dual processor Data logger with local LCD Display, USB ports, Removable Secure Digital storage up to 64 GB to Store large amount of data	Amend it to Data download through Wi-Fi as one of the options apart from USB. It is Wi-Fi, we Don't need storage	Dual processor Data logger with local LCD Display, USB ports, Wi-Fi (optional), Removable Secure Digital storages up to 64 GB to Store large amount of data						
7.	Section VII , Page no. 84, 'Activity Schedule' Clause #17, Technical Specification, Para 2: Water level + Discharge Monitoring Stations	During measurement: less than 140 mA	During measurement: less that or equal 140 mA	During measurement: less than or equal to 140 mA						