

RECORD NOTES OF PRE-BID MEETING HELD ON 12.01.2011 AT 15:00 HOURS FOR THE TENDER FOR MANNING, OPERATION & MAINTENANCE OF DREDGING UNITS EACH COMPRISING OF ONE CUTTER SUCTION DREDGER, ONE WORKBOAT/TUG AND ONE ACCOMMODATION BOAT IN VARIOUS STRETCHES OF RIVER GANGA (NATIONAL WATERWAY NO.1) AND RIVER BRAHMAPUTRA (NATIONAL WATERWAY NO.2)

PRESENT:

IWAI

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| 1. | Sh. Deepak Das | : | Member (Finance) In chair |
| 2. | Sh. Shankar Ram | : | Member (Technical) |
| 3. | Sh. S. Dandapat | : | Project Director (IBC) |
| 4. | Sh. S. Jayaraman | : | Chief Accounts Officer |
| 5. | Sh. V.C. Dialani | : | Deputy Director (Marine) |
| 6. | Sh. A. Sarkar | : | Marine Advisor |

REPRESENTATIVE OF FIRMS / PROSPECTIVE BIDDERS:

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| 1. | Capt. P.K. Kapoor | : | IMS Ship Management Private Ltd., Mumbai |
| 2. | Sh. BasantSinghee | : | Eastern Navigation (P) Ltd., Kolkata. |
| 3. | Sh. AtanuGanguly | : | AtanuGanguly, Kolkata |
| 4. | Sh. Subir Paul Chowdhury | : | Subir Paul Chowdhury, Kolkata |
| 5. | Sh. Sudip Ray | : | A.C. Roy & Co., Kolkata |
| 6. | Sh. RaghvendraDubey | : | Chinar Shipping & Trading Co. Pvt. Ltd., Mum. |
| 7. | Sh. SanjeevAgarwal | : | APT Global, Chennai |
| 8. | Sh. SandeepYadav | : | Aakash Dredging, Vishakhapatnam |
| 9. | Sh. Sh. Avik Naha | : | Technic, Kolkata |

At the outset, Chairman, TEC welcomed all the representative of the prospective bidders and after a brief introduction of the tender given by Project Director (IBC), the following queries were raised and the clarifications of IWAI to the query raised are as given below:-

Sl.No.	Refer Clause / Page No.	Query	Clarifications
1.	Clause-2 Information & Instruction for Tenderers, Sub-Clause-2.2 Earnest money deposit. Page No.7	One of the bidders requested submission of bank guarantee for Earnest money deposit & can BG be submitted for each unit separately.	At first, it was pointed out that there is a repetition of Sub-Clause-2.2, hence the first may be referred as sub-clause-2.2 A and the second as sub-clause-2.2 B.

			Earnest money deposit is to be furnished by way of demand draft or Bank Guarantee. EMD for each CSD unit is to be submitted separately.
2.	Clause-24 SCOPE OF WORK. Page no. 19 & 20	One of the bidders requested to clarify as to what basis the selection of workboat & of accommodation boat will be done.	IWAI will hand over to the successful bidder, the CSD unit comprising of one cutter suction dredger, one workboat and one accommodation boat which have to be operated by the successful bidder/contractor. Hence, the contractor does not have to select any particular workboat or accommodation boat. In addition one no. anchor pontoon will also be supplied with the dredging unit for smooth handling of the anchors and effective operation of the dredger.
3.	Not mentioned	One of the bidders requested for the pumping distance of dredger discharge at various schedule.	It was specifically clarified to all the prospective bidders that the discharge of the dredged material has to be done with the use of pipelines only. The pumping distance may vary from 200 meters to 500 meters and use of jetting nozzle is generally prohibited. If the jetting nozzle is used then the specific reasons for the use of nozzle will have to be approved by Engineer In-charge and recorded in the log book.

4.	Not mentioned	One of the bidder queried whether all the dredgers are in one place or they need to mobilize from current location to required schedule? If yes then, IWAI will pay for mobilization cost or not?	IWAI will hand over the CSD unit in the stretch mentioned in the schedule. Further, it was also clarified that IWAI reserve the right to change the area of operation subsequently, in case no dredging requirement is available in that stretch mentioned as per schedule or also request the bidder to carryout dredging at any other location where dredging has to be undertaken on priority basis. Since, the cost of fuel and manning is paid by IWAI there would be no mobilization cost paid to any successful bidder/contractor. However in case the dredger is to be deployed in National Waterway other than specified one, the mobilization and demobilization charge and other contingencies shall be paid extra as mutually agreed.
5.	Clause-27. Duties and responsibilities of the contractor. Page-21	One of the bidder stated that the dredge master, DCO for dredger operation require competency certificate, but CSD type pontoon based dredger does not have master with certification. So do they will allow the highly skilled & experienced staff for the same?	In respect of the CSD unit consisting of cutter suction dredger, workboat/tug and accommodation boat, the crew/personnel which require competency certificate as per Inland Vessel Act, 1917, experienced crew with required competency certificate are to be provided. All other crew including DCO and dredge master should be

			<p>highly skilled and experienced with minimum two years experience.</p> <p>Further, IWAI will also separately give the essential qualification and/or the experience in an elaborate manner on the website and same may be referred to. Besides the above all the DCO's, dredge masters and drivers will be given training in the training center of IWAI through dredging simulator as well as theoretical training on dredger, free of cost before the deployment of dredger. Thereafter suitable refresher training program may be included every year. The bidders are to make necessary provision accordingly.</p>
6.	Not mentioned	One of the bidders requested to inform whether dredgers are self-propelled or pontoon based?	The cutter suction dredgers are non-propelled mono pontoon. The accommodation boats are also non-propelled. Only the workboat/tug are self-propelled.
7.	Clause-e of the agreement (page-47) and Clause-33 Operational mode and charges (page-24)	One of the bidders requested to clarify period of working hours, as at one place it is mentioned 0600 hours to 1800 hours, at another place 8 hours per day. Further, if it is 12 hours per day then on what basis the overtime payment will be done for the staff?	It was clarified that irrespective of the number of hours of dredgers operation in a particular day, the payment will be effective for eight hours a day and limited to only two hours of overtime per day if the crew have worked overtime that particular day. Further for the sake of clarity, it was informed that the

		<p>One of the bidders has stated as per the tender, the contractor has to keep the dredger in “stand by” condition and operate on the instructions of the Engineer in Charge. Suppose the Dredger is ready technically to operate and Engineer in charge instructs the contractor to operate the dredger, however the dredger cannot be operated due to “local” problems (caused by factors extrinsic to the dredger) then how would the same be considered – dredger on ‘stand by’/’idle’/’operating’.</p> <p>One of the bidders also requested to know that what would be required by the IWAI to acknowledge that a local problem exists. Would a letter from the contractor be sufficient or some other methodology would be required to establish the presence of a local problem?</p>	<p>fuel cost will be reimbursed on the basis of actual operation of the machinery.</p> <p>It was clarified that the paramount importance is to dredge a shoal and ensure that required least available depth is achieved as quickly as possible. The cumulative dredging output to be minimum 1,80,000cbm in a working season. Hence other factors of considering the dredger on standby mode/idle mode or operating mode is redundant. However, these are only for IWAI to know that how much time the dredger was on standby or operation mode or idle mode as these modes have not been linked to the charges payable.</p> <p>The contractor has to inform both in verbal and writing to the Engineer in-charge for any local problem which exists. The Engineer In-charge will ascertain and establish if the same is correct and the same should be recorded in the log book by Engineer in-charge or his representative.</p>
8.	Clause-35 Deduction,	One of the bidders requested	The penalty/incentive to be

	<p>penalties & incentive. (page-25)</p>	<p>that what will be the incentive, if achieved output is more than 2,49,000cu.m.another bidder requested to clarify that the penalty or incentive will be % of charges as mentioned and for this purpose the meaning of charges is to be clearly spelt out and whether this would cover only manning or any another charges or the total charges?</p> <p>One of the bidders stated that the target of 1,80,000cbm in a dredging season is not variable number and can be targeted in case IWAI is able to allow them to operate for 25 days a month, 12 hours a day for six months. However, if the dredger is to be kept on 'Stand by' and IWAI is not able to allow them to operate/local problems prevent them from operating then what is flexibility in the target?</p>	<p>calculated on six months (180 days) total charges for working seasons has been clearly spelt out. Further, <u>the maximum penalty or incentive is 40%</u>. It has now been decided that the penalty or incentive will be levied only on the total charges payable in a working season excluding the running charges for engines payable for that period.</p> <p>The dredging output of minimum 1,80,000cbm is based on 180 days in a working season with effective 66 dredging days or 660 dredging hours. Hence, it may be noted that there is enough cushion for period during which the dredger may not be dredging. This includes for shifting of dredger from one location to another, shifting of anchors, weather conditions etc. The successful bidder/contractor is at liberty to utilize the dredger for more hours of operation in a day, however, the manning charges will be limited to 8 hours of normal working hours and 2 hours of overtime per day.</p> <p>The fuel & lube oil charges will be paid even for extra hours of working.</p>
9.	Clause-37 Insurance (page-	One of the bidders requested	The comprehensive Insurance for

	26)	<p>to clarify whether the Insurance for wreck removal etc., premium for the same will be reimbursed by IWAI or not?</p> <p>The bidder also requested for meaning of comprehensive insurance?</p>	<p>the CSD unit including hull, machinery and insurance for wreck removal will be reimbursed by IWAI. The cost of the insurance of the crew to be deployed by the contractor is to be borne by the contractor.</p> <p>It was clarified to the prospective bidders that the comprehensive insurance covers all type of major risks including wreck removal etc.</p>
10.	<p>Clause-25 Minimum dredging output/ guaranteed output. (page-21)</p>	<p>One of the bidders requested for deletion of 50 km per day travel if the location of the dredger, is to be changed.</p>	<p>IWAI agreed to relook into this issue, however, it was also mentioned to the prospective bidder that this condition has been kept only to ensure that the dredger is mobilized to the desired location as quickly as possible to tackle the critical shoal. There is no penalty kept on this account, hence, it has been decided to retain the same.</p>
11.	<p>Last date of submission of bid – 20th January, 2011</p>	<p>One of the bidders requested for extension of the last date of submission of bids to enable them to inspect the CSD unit and the sites. Another bidder requested for at least 15 days after the pre-bid minutes are placed on the website?</p>	<p>Sufficient time will be given to the bidders after the pre-bid meeting minutes placed on the websites. At least 10 days will be considered, however, the last date of submission will be intimated through the website.</p>
12.	<p>Clause-8 Security deposit for</p>	<p>The bidders requested for</p>	<p>IWAI clarified that the 5%</p>

	performance. (page-9 & 10)	<p>furnishing for performance security for an amount of 5% of the value of the work for one year only and not the contract value as mentioned.</p> <p>The bidder also stated this is in view that apart from the 5% security deposit which will be to the order of about Rs.50 lakhs per CSD unit, IWAI will also be deducting 5% from each bill.</p>	performance security is to be furnished for the total contract value.
13.	Clause-31 Fuel and Lubricants. (page no. 23 & 24)	One of the bidders requested for making it explicitly clear about the price variation on account of POL.	<p>The formula for price variation for HSD only has been indicated in the clause. However for ease of implementation the formula stands modified as given below:</p> <p>$A = (P - P_0) \times \text{Actual consumption in liters during the quarter of that year.}$</p> <p>A = Amount payable for price variation during a particular quarter of a year.</p> <p>$P_0 = \text{Price of HSD at the time of opening of tender.}$</p> <p>$P = \text{Price of HSD for the period under consideration.}$</p> <p>For every quarter of a year the variation in fuel price of HSD only will be paid to the contractor based</p>

			on the price of HSD purchased during that quarter for which the proof of payment will have to be furnished and the difference from the original HSD price during the opening of tender and the actual consumption of HSD in that quarter will be taken into account.
14.	Not mentioned	One of the bidders requested for payment of service tax along with the bill claimed as they have to submit the service tax to the concerned authority on receipt of payment. Hence service tax to be paid by IWAI should not be on reimbursement basis?	It was agreed that IWAI will release the service tax along with the claimed amount. However, the contractor has to furnish the proof of payment of the same with the claim of payment for the next month.
15.	Not mentioned	One of the bidders requested to incorporate bidding by consortium or firms to come together and bid jointly, so that different area of expertise of different firm can be pooled together.	Joint bids was not agreed to.
16.	Clause-41, Termination. (page no. 27)	One of the bidders pointed out that in Clause-41, the contract can be terminated by either party after duly serving notice for minimum one month, whereas in sub-clause (m) of the agreement it is mentioned that IWAI reserve the right to terminate the contract of	The Clause-41 termination will be substituted and now read as follows: 41. <u>TERMINATION:</u> IWAI reserve the right to terminate the contract of contract management of the vessels any time before expiry of one year by issue of one month's written notice to the contractor. For such foreclosure, no

		<p>contract management of the vessels any time before expiry of one year by issue of one month's written notice to the contractor. For such foreclosure, no compensation for reduction in scope shall be payable to the contractor. Similarly if the contractor wants to withdraw or foreclose the contract he shall have to give three months notice failing which it will result in forfeiture of the security deposit.</p>	<p>compensation for reduction in scope shall be payable to the contractor. Similarly if the contractor wants to withdraw or foreclose the contract he shall have to give three months notice failing which it will result in forfeiture of the security deposit. Any loss or damage suffered by IWAI due to the foreclosure of the contract by the contractor will be deducted from the security deposit and performance security and from any balance amount payable to the contractor from this contract or any other contract.</p>
17.	Cost of Schedule Maintenance.	<p>One of the bidders requested to clarify whether the schedule maintenance of the machineries as per the machinery suppliers is to be carried out by the contractor and whether cost incurred into the same will be borne by IWAI.</p>	<p>The prospective bidders were informed that as per Clause-28.3 "GENERAL UPKEEP AND MAINTENANCE", the contractor will be responsible for the general upkeep and maintenance of the CSD unit. This will include all schedule maintenance of the machineries to be carried out. For the machineries under warranty the respective suppliers will carry out the warranty repairs. The contractor has to carry out the repairs of the main machineries through the authorized dealer only.</p>
18.	Specification of Machineries	<p>One of the bidders requested to indicate the specification of the major machineries in the</p>	<p>IWAI agreed to furnish the same separately and place it on website.</p>

		CSD unit.	
19.	Estimated Value of the Tender	One of the bidders requested to indicate the estimated value of the tender for each schedule.	IWAI agreed that estimated value will be indicated separately and placed on the website.
20.	Ascertaining of Dredged Quantity	One of the bidders requested to clarify as to how would the dredged quantity be measured for the purpose of calculation of penalty or incentive. It was also pointed out by the bidders that in alluvial rivers re-siltation takes place quickly, which need to be taken into account while computing the quantity of dredging.	IWAI will carry out pre-dredging survey three days before the commencement of dredging in a particular shoal and also carry out post dredging survey for the area dredged by the contractor within three days of the dredging.10% allowance on account of re-siltation will be added to the volume of dredging computed.
21.	Place of Operation -	---	IWAI intimated to all the prospective bidders that in case there is no dredging requirement in particular stretch mentioned in different schedule or there is a critical requirement in other stretches of the National Waterway, IWAI reserves the right to direct the contractor to carry out dredging in the critical area. No extra charges will be payable on account of this reason if the dredger has to work in a re-allocated area if it is 250 km from the stretch awarded to them and only 10% variation on account of wages only will be payable to the

			contractor if the re-allocated dredging area is above 250 km from the awarded stretch
22.	Bidding by a Subsidiary	One of the bidders requested to clarify whether a subsidiary firm will be allowed to bid based on the expertise and financial capabilities of the parent company.	It was agreed that fully owned subsidiary firm will be allowed to bid.
23.	Clause-15 under Information & Instruction of tenderers 'Foreclosure of contract in full or in part due to abandonment or reduction in scope of work'.	One of the bidders requested for clarification that in what condition there shall be abandonment of scope of work and the condition which can lead to reduction and scope of work. Clarification was also requested that if the Authority wishes to move its integral IWAI staff on to the dredger itself shall it be an abandonment of scope of work and shall it be considered as foreclosure of contract therein.	In case the contractor is not able to fulfill the entire conditions of the contract resulting in non-operational condition of the dredger and fails to carry out the direction of Engineer In-charge, the foreclosure of the contract will be done by the Authority. Reduction in scope of the contract could be due to the contractor being unable to perform in a specific area or work.
24.	Not mentioned	One of the bidder requested to mention the estimated cost on the Authority's part so as to provide a guideline for calculation to quote the price for each schedule.	The estimated value of work is about Rs.3.00 cr. per annum per dredging unit(each schedule). However, the bidders are urged to work out their cost on their own for submission of their offer taking into account all probable expenditure to be incurred on part of the bidder.

			Further, it is to mention that presently two dredgers are under construction, hence the schedule H & Schedule I are not to be quoted. In respect of schedule G, the stretch would be changed from Dhubri-Pandu to Dhubri-Pandu-Dibrugarh-Sadia of NW-2.
25.	Interim Bills	One of the bidders requested to indicate specifically what will be considered as interim bills.	Clause-21.1 clearly indicates that the interim bills shall be submitted by the contractor monthly.
26.	Clause-44 Payment Terms During Major Repair and Dry Docking	One of the bidders have requested that Clause-44 also needs elaboration.	It is to clarify that this Clause has been provided specifically with regard to the quantum of payment during the period of either major repairs or dry docking. During such period the manning will be paid pro-rata basis @ 2/3 rd of the quoted offer. During the period of dry docking and major repairs which may be carried out by other agency for which payment are to be reimbursed by IWAI, no minor repair and maintenance charges will be payable by IWAI as per the daily quoted rate.
27.	Earnest Money Deposit	One of the bidders have requested for consideration of EMD in the form of bank guarantee also.	EMD may be submitted either in demand draft or in the form BG. The BG is to be kept valid for minimum 120 days after the last date of submission of bids.
28.	Price Schedule A to G of each schedule.	One of the bidders had	In the price schedule for the

		pointed out that in price schedule (A to G) of each schedule for the workboat Master 2 nd Class and Driver 1 st Class may be required.	manning of the workboat in place of Master 1 st Class and Driver 2 nd Class the following may be substituted. “Master 2 nd Class” & “Driver 1 st Class”
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(S. Dandapat)
Director (Marine)

(Shankar Ram)
Member (Technical)

(Deepak Das)
Member (Finance)

REVISED DATES ARE AS FOLLOWS:

The following will be the revised dates for sale of tender, last date of submission of tender and opening of the Tender.

1. Last date of sale of tender : 18.02.2011
2. Last date of submission of tender : 21.02.2011 upto 15:00 hrs.
3. Date of opening of the tender : 21.02.2011 at 15:30 hrs

Details of the qualification & experience of the floating staff to be deployed on board the Dredging Unit (CSD, Workboat/Tug, and Accommodation boat)

Sl. No.	Name of the post	Essential qualification & experience prescribed in the R.R. of IWAI for recruitment
1.	Dredge Master	<p>Dredge Master-certificate grade holders of AIDC training of M/s DCI.</p> <p>Or</p> <p>1st Class Driver having passed higher secondary Exam with 8 years experience in operation of dredgers.</p> <p>Or</p> <p>Petty Officer from Indian Navy having 5 years experience on Dredgers.</p> <p>Or</p> <p>SR. II Certificate holders with a minimum of 1 year experience in handling dredger in addition to 6 years of hydrographic surveying.</p>
2.	Dredger Control Operator	<p>(i) Petty Officer from Indian Navy having one year experience in the Grade.</p> <p>Or</p> <p>Diploma in Mechanical/Electrical Ergg. With experience of one year in operation of machinery.</p> <p>Or</p> <p>Matriculation with minimum 10 years experience as Tube Operator on Dredgers.</p> <p>Or</p> <p>Driver 1st Class with 5 years experience in the Grade.</p> <p>(ii) Know swimming.</p> <p>Desirable: Experience in running and operation of Cutter Dredger.</p>
3.	Pipeline Incharge	<p>(i) Secondary school certificate or equivalent.</p> <p>(ii) ITI Trade in Fitting/Automobile Diesel Mechanic or equivalent.</p> <p>(iii) Know swimming</p> <p>Experience :</p> <p>Minimum 5 years experience in concerned trade in any reputed organisation/shipyard.</p> <p>Desirable :</p> <p>Experience in handling dredger pipelines.</p>

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| 4. | Pipeline Assistant | <ul style="list-style-type: none"> (i) Secondary school certificate or equivalent. (ii) ITI Trade in Fitting/Automobile Diesel Mechanic or equivalent. (iii) Know swimming <p>Experience :
Minimum 2 years in concerned trade in any reputed organisation/shipyards.</p> |
| 5. | Master 1st Class | <ul style="list-style-type: none"> (i) Certificate of competency as Master 1st Class. (ii) Know swimming. |
| 6. | Licence Engine Driver | <ul style="list-style-type: none"> (i) Certificate of competency as Licence Engine Driver. (ii) Know swimming. |
| 7. | Master 2nd Class | <ul style="list-style-type: none"> (i) Certificate of competency as Master 2nd Class. (ii) Know swimming. |
| 8. | Driver 1st Class | <ul style="list-style-type: none"> (i) Certificate of competency as Driver 1st Class. (ii) Know swimming. |
| 9. | Master 3rdClass | <ul style="list-style-type: none"> (i) Certificate of competency as Master 3rd Class (Sarang). (ii) Know swimming. |
| 10. | Driver 2nd Class | <ul style="list-style-type: none"> (i) Certificate of competency as Driver 2nd Class. (ii) Know swimming. |
| 11. | Seacunny | <ul style="list-style-type: none"> (i) I.W.T trained or ex-naval personnel or trained in Merchant Shipping (Deck side) or in Inland vessels with minimum 4 years experience as lascar. (ii) Should know reading and writing at least in one language. (iii) Know swimming. |
| 12. | Greaser | <ul style="list-style-type: none"> (i) I.W.T trained or ex-naval personnel or trained in Merchant Shipping (Engine side) or in Inland vessels with minimum 4 years experience. (ii) Should know reading and writing at least in one language. (iii) Know swimming. |
| 13. | Lascar | <ul style="list-style-type: none"> (i) I.W.T trained or ex-naval personnel or trained in Merchant ship/Inland vessel or with one year experience in vessel. (ii) Should know reading and writing at least in one language. |

- (iii) Know swimming.
14. Steward
- (i) VIII Standard pass.
 - (ii) Two years minimum experience in catering in any reputed organisation.
 - (iii) Know swimming.
- Desirable:
Experience on board vessels.
15. Cook
- (i) Must have a minimum experience of 2 years in cooking Indian style dishes (vegetarian & non-vegetarian)
 - (ii) Know Swimming.
- Desirable:
Experience on board inland/sea going vessels.