

CONSULTANCY SERVICES FOR PREPARATION OF DETAILED PROJECT REPORT INCLUDING TECHNICAL AND FINANCIAL STUDY IN DELHI TO ALLAHABAD STRETCH OF YAMUNA RIVER (NW-110)

TENDER No. IWAI/YR/PMU-106/17-DPR/2017-18

**RESPONSES TO PRE-SUBMISSION QUERIES OF THE BIDDERS**

Date of Pre-Bid Meeting: 8<sup>th</sup> August 2017 at 1430 hrs

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response								
(1)	(2)	(3)	(4)	(5)								
1.	Section II, Clause 16.1.1, Page No. 30	“Similar Works” means preparation of Detailed Project Report /Techno – Economic feasibility study for development of navigation channel including river training works, development of water transport facilities and development of Ports, River terminals, IWT terminals, logistics hub etc.	This clause may be amended as follows: “Similar Works” means preparation of Detailed Project Report /Techno – Economic feasibility study for development of navigation channel including river training works, development of water transport facilities OR development of Ports, River terminals, IWT terminals, logistics hub etc.	<p>Request not accepted. Provision(s) of the Tender Document shall prevail.</p> <p>Further, Clause 16.1.1, Section II of the Tender Document should be read as follows:</p> <p><i>“Qualification Criteria for consultancy services The Bidder should have successfully completed “Similar Works” in previous 7 years before the last date of the Bid submission as per the criteria specified below:</i></p> <p>a) 3 similar works each costing not less than the amount equal to 40% of the estimated cost, or b) 2 similar works each costing not less than the amount equal to 50% of the estimated cost, or c) 1 similar work costing not less than the amount equal to 80% of the estimated cost.</p> <p><i>Note: The value of the “Completed Work(s)” considered by the Bidders shall be rounded off to the nearest two digits.</i></p> <p><i>For this purpose, the “Similar Works” means preparation of Detailed Project Report / Techno – Economic feasibility study for development of navigation channel including river training works, development of water transport facilities and development of Ports, River terminals, IWT terminals, logistics hub etc.</i></p> <p><i>In the event of a Joint Venture, all Parties combined shall together meet the technical eligibility as well as financial eligibility requirement.</i></p> <p><i>Further, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members, each of value, equal or more than the minimum value required shall be aggregated.”</i></p> <p>Add the following row in between Clause No. 8 &amp; 9 of Data Sheet, Section III of the Tender Document:</p> <table border="1"> <thead> <tr> <th>Clause No. of Data Sheet</th> <th>Reference of ITB</th> <th>Particulars</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>8A</td> <td>-</td> <td>Estimated Cost of the Project</td> <td>INR 8.85 Crores</td> </tr> </tbody> </table>	Clause No. of Data Sheet	Reference of ITB	Particulars	Description	8A	-	Estimated Cost of the Project	INR 8.85 Crores
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				Also please refer to the response at S. No. 103 below and <b>Annex 'A'</b> attached as part of this document.																																																			
2.	Section II, Clause 6.1, Page No. 14	Bidders shall furnish EMD of the amounts as mentioned in Section III Data Sheet. In case of a JV, the EMD shall be furnished by the Lead Member. EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS in the given account.	In this clause nowhere it is written that EMD shall be deposited in the form of Bank Guarantee also, but ANNEX-VI: FORM OF BANK GUARANTEE FOR EMD is also enclosed with tender document. Please clarify whether bidder can submit EMD in the form of BG also or not. Further it is kindly requested to consider EMD in the form of BG only.	Add the following sub-para after sub-para 6.1.1 of Section II of the Tender Document:  "A part of earnest money is acceptable in the form of bank guarantee also. In such cases, 50% of earnest money or Rs. 20 lakh whichever is less, will have to be deposited through RTGS and balance may be deposited in shape of Bank Guarantee of any scheduled bank having Validity for six months or more from the last date of receipt of bids."																																																			
3.	Section VI, Clause 4, Sub Clause 4.1.1(i), Page No. 73 and Section VI, Clause 4, Sub Clause 4.1.2(x), Page No. 74	All relating data of bathymetric and topographic survey carried out by the IWAI for Yamuna River from Delhi to Allahabad stretch for an average width of 400 mtrs. For cross sectional surveys at 200 mtr interval shall be provided to the Consultant. And Topographic survey and Hydrographic survey may be carried out as per the International Standards.	Both the clause are contradictory, please clarify the same.	In this regard, Clause 4.1.2 (viii), Section VI of the Tender Document should be read as follows: "Undertake surveys from high bank to high bank and additional survey necessary to fill data gaps and record details after physical verification, wherever necessary"  Further, wherever the Consultant proposes for construction / modification of cross structures and terminals, Geotechnical investigations shall be carried out by the Consultant. Geo-tech investigation will be carried out by the Consultant as per standard guidelines of Geological Survey of India, Government of India.																																																			
4.	Section II, Clause 10, sub clause 10.1.4(i), Page No. 25 and Section VI, Clause 3.3, sub Clause 10.1.4(i), Page No. 73	The Key Personnel must be permanent and full-time employee(s) of the firm. And The Consultant is required to provide a team of suitably-qualified experts for the period, including full-time and need based/ part time resource deployment, as specified in ToR	Both the clause are contradictory, please clarify the same. Also, it is requested to clarify the definition of full time employee	a. There is no contradiction in between the two clauses. It is further clarified that all the Key Personnel have to be deployed on permanent and full time employment whereas Non-Key Expert may be deployed on need basis.  b. Full-time employee is a mode of employment in which a person works a minimum number of hours defined as such by his / her employer and on the Payroll decided by the Employer and cannot accept any engagement with other Employer whereas Part-time employee can have multiple employment as per the capability of handling the same. Full-time employment often comes with benefits that are not typically offered to part time, temporary or flexible workers.																																																			
5.	Section VI, Clause 7.1, Page No. 92	The payment (Form Fin – 2: Summary of Costs – BoQ) will be made on submission and acceptance of reports and as per the table below:  <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>SI. No.</th> <th>Reports to be Delivered</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>After approval of Inception Report</td> <td>15%</td> </tr> <tr> <td>2.</td> <td>After approval of Market Assessment Report</td> <td>15%</td> </tr> <tr> <td>3.</td> <td>After approval of Technical Analysis Report</td> <td>15%</td> </tr> <tr> <td>4.</td> <td>After approval of Draft Detailed Project Report Presentation and Stakeholder Conference</td> <td>20%</td> </tr> </tbody> </table>	SI. No.	Reports to be Delivered	Payment	1.	After approval of Inception Report	15%	2.	After approval of Market Assessment Report	15%	3.	After approval of Technical Analysis Report	15%	4.	After approval of Draft Detailed Project Report Presentation and Stakeholder Conference	20%	It is kindly requested to modify this clause as follows:  <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>SI. No.</th> <th>Reports to be Delivered</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Mobilization award</td> <td>10%</td> </tr> <tr> <td>2.</td> <td>On submission of Inception Report</td> <td>15%</td> </tr> <tr> <td>3.</td> <td>On submission of Market Assessment Report</td> <td>15%</td> </tr> <tr> <td>4.</td> <td>On submission of Technical Analysis Report</td> <td>15%</td> </tr> <tr> <td>5.</td> <td>On submission of Draft Detailed Project Report Presentation and Stakeholder Conference</td> <td>20%</td> </tr> <tr> <td>6.</td> <td>On submission of Final Detailed Project Report</td> <td>25%</td> </tr> </tbody> </table>	SI. No.	Reports to be Delivered	Payment	1.	Mobilization award	10%	2.	On submission of Inception Report	15%	3.	On submission of Market Assessment Report	15%	4.	On submission of Technical Analysis Report	15%	5.	On submission of Draft Detailed Project Report Presentation and Stakeholder Conference	20%	6.	On submission of Final Detailed Project Report	25%	Clause 7.0 – Payment Terms, Section VI of the Tender Document should be read as follows:  "The payment (Form Fin – 2: Summary of Costs – BoQ) will be made on submission and acceptance of reports and as per the table below:"  <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>SI. No.</th> <th>Reports to be Delivered</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>After approval of Inception Report</td> <td>10%</td> </tr> <tr> <td>2.</td> <td>After approval of Market Assessment Report</td> <td>20%</td> </tr> <tr> <td>3.</td> <td>After approval of Technical Analysis Report</td> <td>20%</td> </tr> <tr> <td>4.</td> <td>After approval of Final Detailed Project Report</td> <td>50%</td> </tr> </tbody> </table>	SI. No.	Reports to be Delivered	Payment	1.	After approval of Inception Report	10%	2.	After approval of Market Assessment Report	20%	3.	After approval of Technical Analysis Report	20%	4.	After approval of Final Detailed Project Report	50%
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(1)	(2)	(3)	(4)	(5)
		5. After approval of Final Detailed Project Report	35%	
6.	Section III, Clause 4, Page No. 37	Date & time for submission of Bid Address for submission of hard copy of payment instruments (Tender Fee & EMD)	It is kindly requested to extend the last date of submission of the bid and hard copy of payment instruments (Tender Fee & EMD) by at least 15 days after receiving the clarification from client (IWAI) considering the time elapse in preparation of the meaningful bid.	The Last date of submission of Bid is 16.10.2017 up to 1600 hrs and Bid Opening Date is 17.10.2017 at 1630 hrs.
7.	Section-II, Clause no. 16, Sub Clause no. 16.1.1, Page No. 30	Qualification criteria for consultancy services	Request the Authority to consider DPR's costing less than INR 2 crores as eligible experience.	Requested not accepted. Provision(s) of the Tender Document shall prevail. Also, please refer to the response at S. No. 1 above.
8.	Section-III, Clause no. 6.1, Page No. 37	EMD	Request you to decrease the EMD amount	Requested not accepted. Provision(s) of the Tender Document shall prevail.
9.	Section-VI, Clause no. 4, Sub Clause no. 4.1.1, Point no (ii) to (iv), Page No. 73	Collection and review the available data and reports	Kindly clarify whether data /studies referred to in these points will be made available to the contractor.	a. Clause 4.1.1 (ii), Section VI - The Feasibility Reports of Rivers Yamuna, Chambal and Betwa will be provided by IWAI. Other related documents and studies are to be arranged by the Consultant. b. The documents given in Clause 4.1.1 (iii), Section VI are to be arranged by the Consultant. c. The documents given in Clause 4.1.1 (iv), Section VI are to be collected by the Consultant for Market Assessment as per Clause 4.2, Section VI of the Tender Document.
10.	Section-VI, Clause no. 4, Sub Clause no. 4.1.2, Point no (i), Page No. 73	Study, map and analyse the following	Kindly clarify whether structural analysis of existing/man-made structures is carried out and whether the same will be made available for this study.	All the details of structures including clearances of structures with reference to navigational HFL shall be collected by the Consultant and incorporated in the report.
11.	Section-VI, Clause no. 4, Sub Clause no. 4.4.3, Point no (vii), Page No. 85	Preliminary Engineering for Ancillary works and System Integration	Kindly elaborate 'Specifications of computer system and software' requirements	It is hereby clarified that the specifications of the software and computer system shall be appropriate for project implementation and recommendations being proposed in the DPR. If any extra ordinary software is used for the purpose, the same shall be pre-approved by IWAI.
12.	Section-VI, Clause no. 4, Sub Clause no. 4.8, Point no (4), Page No. 87	Capacity Building and Financing	Request the Authority to facilitate such stakeholder meetings	Request not accepted. Provision(s) of the Tender Document shall prevail. Also, please refer to Clause 4.9, Section VI of the Tender Document.
13.	Section-VI, Clause no. 5, Sl. No. 1 to 6, Page No. 87 & 88	Reports to be delivered	Request the Authority to modify the time schedule of reports to be delivered from 'issuance of LOA' to '15 days from receipt of LOA'	Request not accepted. Provision(s) of the Tender Document shall prevail.
14.	Section-VI,	Payment Terms	Request the Authority to make provision for payment of 15%	Request not accepted. Provision(s) of the Tender Document shall

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	Clause no. 7, Sub Clause no. 7.1, Page No. 92		mobilization after acceptance of LOA.	prevail. Also, please refer to the response at S. No. 5 above.
15.	Section-VII, Clause no. 2, Sub Clause no. 2.1, Page No. 101	Commencement, Completion, Extension, Modification and Termination of Contract	Request the Authority to amend the clause from 'The Consultant shall begin carrying out the services from the date of issuance of LOA (letter of award)' to 'The Consultant shall begin carrying out the services within 7 days of receipt of LOA (letter of award)'.	Please refer to response at S. No 13 above.
16.	Section-VII, Clause no. 2, Sub Clause no. 2.4, Point (d), Page No. 102	Measures to be taken	Request the Authority to consider 15 days during which time the decision to demobilize / continue with the services should be taken.	Request not accepted. Provision(s) of the Tender Document shall prevail.
17.	Section-VII, Clause no. 2, Sub Clause no. 2.8, Page No. 104	LIQUIDATED DAMAGES	Request the Authority to consider removal of this clause.	Request not accepted. Provision(s) of the Tender Document shall prevail.
18.	Section-VII, Clause no. 6, Sub Clause no. 6.9, Point (a), Page No. 109	Payment Terms	Request IWAI to make advance payment of 15% before the mobilization of work begins.	Please refer to response at S. No. 14 above.
19.	Section – II; Clause 10; Sub-Clause 10.1, pages 24-27	Required content of Technical Bid	Under which enclosure of the technical proposal Consultant to submit a JV agreement and/or a letter of intent to enter into an agreement (Ref. Form 4L)	The Consultants are required to submit Form 4L under <b>Enclosure – I</b> of the Technical Bid.
20.	Section – II; Clause 10; Sub-Clause 10.1.4 (vi), page 26	Each CV shall bear original signatures of the key staff	CV's are indicated to be submitted, bearing original signatures instead of electronic. Kindly inform, if in this case the originally signed CV's are to be submitted along with EMD and tender fee, or if a scanned copy with the electronic submission is sufficient.	It is hereby confirmed that Consultant may submit scanned copy of the CVs with electronic submission and subsequently submit the hard copies as specified in the Tender Document.
21.	Section –IV: Form 4D, page 46	Power of Attorney (to be executed on Non-Judicial Stamp Paper of Rs. 100 and duly signed)	In case of an international bidder, kindly clarify if a notarized copy of the PoA under Form 4D is acceptable instead of being submitted on stamp paper.	For a Power of Attorney executed and issued overseas, the document (need not be on stamp paper) will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by the Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.
22.	Section – II; Clause 10; Sub-Clause 10.1, pages 24-27	Required content of Technical Bid	Kindly clarify under which enclosure Consultant is to submit Form 4K.	The Consultants are required to submit Form 4K under <b>Enclosure – I</b> of the Technical Bid.
23.	Section – III, Clause 16. Of Data Sheet	Consultancy Period	Due to massive field / physical works and modeling studies, which may take biggest amount of time, it is kindly requested to extend time for completion of the assignment by 6 Months i.e. to 18 Months in total. It may be reminded that a stretch of 900 kilometers	Request not accepted. Provision(s) of the Tender Document shall prevail.

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			is to be assessed / covered.	
24.	Section – VI; Clause 4.; Sub-Clause 4.2.4 (3.); page 82	...study shall produce an origin and destination (O-D) matrix ....	O&D survey extend may kindly be indicated as the same usually only make sense, if undertaken over a longer period of time and at various times periods (monsoon/dry period, weekend /weekdays) of the year, to avoid that travel peaks/lows and other phenomena impact on reliability of O&D data.	Request not accepted. Provision(s) of the Tender Document shall prevail.
25.	Section – VI; Clause 6.; Sub-Clause 6.1; page 89	Manpower Requirement and Qualification	Due to the nature of the project and the scope of services outlined under the RfP we kindly request to add the following key staff positions: - Shipyard Specialist (Ref. Item 4.4.3, ix., of RfP)	Request not accepted. Provision(s) of the Tender Document shall prevail.
26.	Section – II; Clause 6.; Sub-Clause 6.3; page 15	Bank solvency	Proof of bank solvency for international companies may be acceptable if provided through reputed international banks.	Proof of Bank Solvency for international companies will acceptable from their nationalised international bank however, the same shall be countersigned from a nationalized bank in India.
27.	Section – II; Clause 10.; page 23/24	The hard copy of original instruments ....	Tender fee and EMD to come in original before submission deadline. As other documents such as CV's and PoA's are also indicated to bear original signatures, it may kindly be clarified which particular documents are expected to be submitted in original in addition to EMD and Tender Fee.	All documents including Forms are required to be submitted in original in addition to the payment instruments i.e. Tender document fee and EMD. However, the Bidder may submit scanned copies of the CVs with electronic submission. The Bidder is also not required to submit any historical data in original. Moreover, all the documents are to be initialled by the Authorised Representative.
28.	Section - VI; Clause 4; Sub-Clause 4.1.3; page 75	Undertake physical condition surveys....	Scope under Item 4.1.3 refers to physical condition survey(s) while sub-paras under 4.1.3. refer to morphological studies / numerical modeling. It is assumed that numbering may require update and further details on condition surveys are to be added. Please clarify.	Physical condition surveys to ascertain the details specified in sub-clause i & ii need to be undertaken. However, as required in sub-clause iii, in case, any enhanced or modifications to the designs of existing structures is proposed, than the same shall be based on appropriate model studies. Numerical Model Studies are also to be conducted to produce detailed pictures of flow in the river system under current and future flow conditions including the required flow / discharge to maintain 2.0, 2.5 & 3.0 m LAD throughout the year with or without interventions like (barrages) in River.
29.	4.1.1 (ii), (iii) & (iv) Collection & review the existing data & reports Page 73	<ul style="list-style-type: none"> <li>All related documents and studies made of system tributaries, distributaries and other rivers, waters connected with NW-110</li> <li>Similar studies on other major rivers in India and take into account the recommendations of previous Master Plan studies</li> <li>All traffic related data on road, rail and other modes of transport serving the NW-110 hinterland.</li> </ul>	We request authority to share the list or name of documents which needs to be reviewed and analysed in these aspects. It is assumed that IWAI will extend support and provide all the relevant information for analysis to the successful bidder.	<p>a. Please refer to response at S. No. 9 above.</p> <p>b. The Consultant has to identify necessary documents / studies required for preparation of DPR.</p> <p>c. IWAI will only provide Feasibility Reports for Yamuna, Chambal &amp; Betwa. All other reports are to be arranged by the Consultant.</p>
30.	4.2.2 (1) Market Survey Page 79	The Consultant shall analyse the transport market including cargo and passengers and investigate current and potential customer needs. The Consultant shall conduct a survey of customer preferences for specific supply chains based on several key attributes of service especially: (1) price, (2) speed, (3) reliability, (4) security of cargo, and (5) availability of service (6) capacity.	<p>Requesting authority to elaborate more on type of qualitative data which needs to be captured –</p> <ul style="list-style-type: none"> <li>Minimum sample size to be considered</li> <li>Minimum No. of survey locations / region</li> </ul> <p>any other relevant information</p>	It is the responsibility of the Consultant to determine the parameters required to be considered. Such parameters shall be adequate enough to prepare a quality DPR and the same shall be mentioned in the Technical Proposal.

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31.	4.2.3 (12) b, Market Development, Page 81	Per Annum per destination of Cargo (To be calculated based on past 3 years actual supply records maintained by the respective Consignor/Consignees)	Based on our experience, it will be challenging to collect detailed information from consignor / consignees related to logistics cost. We request the Authority to consider that this information will be collected and analysed on best effort basis.	Request not accepted. Provision(s) of the Tender Document shall prevail.
32.	6.2 (2) Eligibility criteria and roles and responsibility of the key Personnel, Page 91	Eligibility criteria for Deputy Team Leader:  Graduate in Engineering / commerce with Master's degree in Transport Engineering / MBA in logistics	Based on our experience of executing similar type of transport projects, we understand that this type of assignment also requires significant transport planning related expertise. In this context, we request you to include transport planning as an equivalent educational qualification for both graduation and master's degree.	Both Graduation degree and Masters' degree in Transport Planning shall be considered for Deputy Team Leader.
33.	6.2 (6) Eligibility criteria and roles and responsibility of the key Personnel, Page 91	Eligibility criteria for Sociologist:  Graduate in Sociology, Preferred Qualification – Masters in Sociology	Availability of good and skilled experts with sociology background is limited. Hence we request authority to consider any equivalent graduation and master's degree with the relevant work experience as the qualification criteria.	Request not accepted. Provision(s) of the Tender Document shall prevail.
34.	6.2 (12) Eligibility criteria and roles and responsibility of the key personnel, Page 92	Eligibility criteria for Statistician:  Graduation with Master's degree in Statistics or Mathematics	It is submitted that the need for statistician is very restrictive and also overlaps with the work of Traffic Modeller. In this context, it is requested that the requirement be replaced to a traffic analyst with equivalent education qualification degree like MBA/Economics.	Request not accepted. Provision(s) of the Tender Document shall prevail.
35.	Clause no 4 of Data sheet Page 37	Date & time for submission of bid – 21st August, 2017 latest by 1500 Hrs (IST)	Since this assignment requires meticulous deployment of multidisciplinary & multi-functional team. It is requested that due date for submission be extended to at least 3 weeks from the day amendment/clarifications to queries for pre- bid are released.	Please refer to the response at S. No 6 above.
36.	Clause 2.3, Page 101	Any modification or variations of the terms and conditions of this contract, including any modification or variation of the scope of the services, may only be made by written mutual agreement between the parties. However, any such variation shall not result in a change in the agreed total consultancy fee or substantial changes to the TOR.	Any modification or variations of the terms and conditions of this contract, including any modification or variation of the scope of the services, may only be made by written agreement between the parties. <del>However, any such variation shall not result in a change in the agreed total consultancy fee or substantial changes to the TOR.</del>	Request not accepted. Provision(s) of the Tender Document shall prevail.
37.	Clause 2.9.2, Page 105	a) If the employer fails to pay money due to the Consultant pursuant to this contract and not subject to dispute within forty five (45) days after receiving written notice from the Consultant that such payment is overdue.	a) If the Employer fails to pay money due to the Consultant pursuant to this contract and not subject to dispute within <u>fifteen (15)</u> <del>forty five (45)</del> days after receiving written notice from the Consultant that such payment is overdue.	Request not accepted. Provision(s) of the Tender Document shall prevail.
38.	Clause 3.12, Page 107	The Consultant shall take out and maintain adequate insurance at its own cost against various risks inducing risk of life in respect of its personnel deployed for the assignment and shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.	Insurance to be taken out by the Consultant: The Consultant shall take out and maintain adequate insurance at its own cost against various risks inducing risk of life in respect of its personnel deployed for the assignment <del>and shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.</del>	Request not accepted. Provision(s) of the Tender Document shall prevail.
39.	Clause 3.15, Page 107	Documents prepared by the Consultant to be the property of the Employer:	Documents prepared by the Consultant to be the property of the Employer:	Request not accepted. Since the submissions are against Payment, it will be the property of IWAI, however, IWAI can use the information as

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(1)	(2)	(3)	(4)	(5)
		All plans, drawings, specification, design, reports, other documents and software made available to the Consultant/prepared by the Consultant under this contract shall become and remain the property of the Employer, contract, deliver shall not later than upon termination or expiration of this inventory thereof. The Consultant may retain a copy of such documents with approval of Employer and shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such requested. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Employers prior written approval to such agreements and the employer shall be entitled at its discretion to require recovering the expenses related to the development of the program (s) concerned.	All plans, drawings, specification, design, reports, other documents and software made available to the Consultant/prepared by the Consultant under this contract shall become ad remain the property of the <u>Consultant Employer, contract, deliver shall not later than upon termination or expiration of this inventory thereof. The Consultant may retain a copy of such documents with approval of Employer and shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such requested. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Employers prior written approval to such agreements and the employer shall be entitled at its discretion to require recovering the expenses related to the development of the program (s) concerned. The Consultant shall continue to retain all preexisting intellectual property rights in all software, designs, utilities, tools, models, systems and other methodologies and know-how that Consultant already owns or licenses ("Consultant Materials"), including improvements to such Consultant Materials or knowledge developed while performing the Services.</u>	per its requirements on his own projects or for any purpose.
40.	Clause 9, Page 67	In the event of any dispute or difference covering, relating to or raising out of this agreement, the parties shall do their utmost to settle it in fair and amicable manner in a spirit of mutual cooperation and any dispute or difference not to settled within thirty days, shall be referred to the sole arbitration of a person so nominated by the Chairman, IWAI such arbitrator shall have the right to extend the period of arbitration proceedings with the consent of the parties. The venue of the arbitration shall be Noida. In view of the arbitration proceedings, the work under the agreement should not be suspended.	In the event of any dispute or difference covering, relating to or raising out of this agreement, the parties shall do their utmost to settle it in fair and amicable manner in a spirit of mutual cooperation and any dispute or difference not to settled within thirty days, shall be referred to the sole arbitration of <del>a person so nominated by the Chairman, IWAI</del> such arbitrator shall have the right to extend the period of arbitration proceedings with the consent of the parties in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be Noida. In view of the arbitration proceedings, the work under the agreement should not be suspended.	The Clause should be read as follows:  <i>"In the event of any dispute or difference covering, relating to or raising out of this agreement, the parties shall do their utmost to settle it in fair and amicable manner in a spirit of mutual cooperation and any dispute or difference not to settled within thirty days, shall be referred to the sole arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 together with any statutory modifications or re-enactment thereof. The venue of the arbitration shall be Noida. In view of the arbitration proceedings, the work under the agreement should not be suspended."</i>
41.	-	New Clause	Request the Authority to add a new clause in the RFP document: Except as otherwise permitted by the Agreement, neither the Employer or the Consultant may disclose to third parties the contents of the Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary including the Deliverables under the Agreement. Either of the parties may, however, disclose such information to the extent that it: (a) is or becomes public other than through a breach of the Agreement, (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the recipient at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the recipient's rights under the Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations.	Request not accepted.

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
42.	-	New Clause	Request the Authority to add a new clause in the RFP document: Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Employer, are for Employer's internal use only (consistent with the purpose of the particular Services) including Employer's Board of directors, its audit committee, or its statutory auditors. Employer may not rely on any draft Report and the Consultant shall not be required to update its Final Report.	Request not accepted.
43.	-	New Clause	Request the Authority to add a new clause in the RFP document: The Consultant shall not be liable, in contract or tort, under statute or otherwise, for any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Contract or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Consultant's aggregate liability, including indemnity, shall not be in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.	Request not accepted.
44.	-	New Clause	Request the Authority to add a new clause in the RFP document:  The Employer shall provide (or cause others to provide) to the Consultant, promptly, the information, resources and assistance (including access to records, systems, premises and people) that the Consultant reasonably requires to perform the services under the Contract, failing which the Consultant shall not be responsible for any delay, loss or damage to Employer.	Request not accepted.
45.	Section V: Financial Standard Bid Forms	Section V: Financial Standard Bid Forms	The RfP mention 83 "Minimum Man-months required" (Form Fin-3; p.69). It would be good to have at least an indication of the total budget available for the project.	Please refer to the response at S. No. 1 above.
46.	Section VI: Terms of Reference, Sl. No. 7 Payment Terms	Section VI: Terms of Reference, Sl. No. 7 Payment Terms	There is a quite large time interval between submission of the Inception Report (Month 1- 15% of payments) and the Market Assessment (Month 5- 15% of payments) and Technical Reports Delivery (Month 7- 15% of payments). Is there space for streamlining – or at least adjustments of the payment terms as the majority of work would be necessary in the first months.	There is no space for streamlining or adjustment of the payment terms. The Payment to the Consultant shall be only made as per the Tender Document. Also, please refer to response at S. No. 5 above.
47.	Section VI: Terms of Reference, Sl. No. 6, Manpower Requirement and Qualifications	Section VI: Terms of Reference, Sl. No. 6, Manpower, Requirement and Qualifications	The RfP mention "2" Structural Engineers under Manpower requirements (p.89), but it is not clear whether the evaluation marks (4) for this position are split (p.32).	It is hereby confirmed that only one (1) Structural Engineer is required for this Consultancy. As such, the marks allocated for this position is only for one (1) Structural Engineer.
48.	Section VI: Terms of Reference, Sl.	Section VI: Terms of Reference, Sl. No. 6, Manpower Requirement and Qualifications	We suggest that a Dredging expert is included as a key expert. It is suggested to be replace with one Structural engineer. We also suggest that a hydraulic modelling expert to be included.	The Key Experts indicated in the Tender Document are sufficient and as such, no further Key Expert is required.



S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
	No. 6, Manpower Requirement and Qualifications			Request not accepted. Provision(s) of the Tender Document shall prevail.
49.	Section VII: Standard Form of Contract	Section VII: Standard Form of Contract	RfP clause 2.1, p 101, last line to be read as “.... for a period of 12 months.” Instead of 2 months.	Clause No. 2.1 may be read as – “ <b>Commencement &amp; Completion of Contract:</b> The Consultant shall begin carrying out the services from the date of issuance of LOA (letter of award). The Consultant shall carry out the works in all respect as per the ToR to the entire satisfaction of the employer for a period of <b>12 months.</b> ”
50.	Section VI: Terms of Reference, Sl. No. 7 Payment Terms, Clause 7.2, page 93	Section VI: Terms of Reference, Sl. No. 7 Payment Terms, Clause 7.2, page 93	We are bit concerned that all payments will be made in INR. The criteria needs to be such that the any foreign joint venture partner that we may associate for specialized domain experts / studies in the project should be able to get payment in foreign currency.	Request not accepted. Provision(s) of the Tender Document shall prevail.
51.	Section VI: Terms of Reference, Previous Studies.	Section VI: Terms of Reference, Previous Studies.	Can IWAI please supply copies of relevant previous studies for the NW110 waterway?	Please refer to the response at S. No. 29 above.
52.	Section VI: Terms of Reference, Bathymetry data	Section VI: Terms of Reference, Bathymetry data	Can iwai confirm what bathymetry data is available (note Item 4.1.2.viii)	Please refer to the Clause 4.1.1 (i), Section VI of the Tender Document.
53.	Alternative Bid	Alternative Bid	Would iwai consider an alternative bid?	Alternative Bid will not be considered.
54.	Page 37 Data Sheet	-	Since the subject project is crucial & requires the highly competent technical credential we request IWAI to extend the Tender Submission date by at least two weeks to help us to prepare a more competitive bid.	Please refer to the response at S. No. 6 above.
55.	Suggested afresh	-	This consultancy work being for preparation of DPR, we sincerely feel that 30% mobilization advance can be given to the successful bidder.	Request not accepted. Provision(s) of the Tender Document shall prevail.
56.	VII/ 5/5.9 Page no 108	Security Deposit and Performance Guarantee	You are asking earnest money. You also want additional equal amount for performance guarantee. In our opinion, Page 3 of 3 earnest money is as good as performance guarantee and there is no need for separate performance guarantee.	Request not accepted. Provision(s) of the Tender Document shall prevail.
57.	VII/ 6/ 6.10. Page No: 109	Payment Terms	You have stated that payment will be made only monthly after completion of any part work. When we go for time schedule works we always prefer weekly payment. If that is not possible, can you make at least fortnightly payment? This will accelerate the DPR works to be completed on time.	Request not accepted. Provision(s) of the Tender Document shall prevail.
58.	VI/ 4/4.1.1. Page 73	Detailed scope of work	If we approach the concerned department for classified data it may perhaps get delayed. If you can supply these classified data that will be helpful to finish DPR on time.	IWAI will provide necessary assistance for collection of classified data.

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
59.	SECTION II § 10.1.4 Page 25 /131	The Key Personnel must be permanent and full-time employee(s) of the firm.	Can key experts be proposed that have a permanent professional working relationship with the Consultant, but that are not on the payroll of the Consultant.	Please refer to the response at S. No. 4 above.
60.	SECTION II § 16.2.1 Page 32 /131	Detailed Marking Scheme 3. Key experts/professionals proposed	We feel that some relevant expert profiles are missing from the table of required Key experts, like a navigational lock expert and a dredging expert.	The Key Experts indicated in the Tender Document are sufficient and as such, no further Key Expert is required.  Provision(s) of the Tender Document shall prevail.
61.	SECTION III § 4 Page 37 /131	Date & time for submission of Bid	We respectfully request the Employer to consider an extension of time on the date of submission of bids, since the time available between the response to queries (after August 8th) and the bid date (August 24th) is very short to allow Bidders to prepare the most interesting proposal.	Please refer to the response at S. No. 6 above.
62.	SECTION VI § 4.1.2 viii Page 74 / 131	Undertake surveys from high bank to high bank (excluding Bathymetric survey, the data for the same will be provided by IWAI) and additional survey necessary to fill data gaps and record details after physical verification, wherever necessary.	Can the Employer confirm that no topographic survey high bank to high bank is available, and all field-survey required should be undertaken by the Consultant. Alternatively can the employer make available the existing surveys before tender date, in order to allow the Bidders to evaluate the data gaps, and to estimate the extent of the field surveys to be priced as part of the sum of their financial bid	Please refer to the response at S. No. 3 above and Clause 4.1.1, Section VI of the Tender Document.
63.	SECTION VI § 4.1.2 ix Page 74 / 131	Topographic survey and Hydrographic survey may be carried out as per the International Standards including the following for finding the potential of proposed Inland Waterways for inland navigation: - (i) The detailed hydrographic survey is to be carried out in WGS'84 datum. (ii) The horizontal control is to be made using DGPS with minimum 24 □hours' observations at some platform/base.	In § 4.1.2 viii it is mentioned surveys are to be undertaken (excluding Bathymetric survey, the data for the same will be provided by IWAI).  Please clarify which bathymetric surveys will be provided by IWAI, and which bathymetric surveys have to be conducted by the Consultant, in order to allow the Bidders to evaluate the data gaps, and to estimate the extent of the field surveys to be priced as part of the sum of their financial bid.	Please refer to the response at S. No. 62 above.
64.	SECTION VI § 7.2 page 93 / 131	All the payments shall be made in Indian Rupees only and shall be subject to applicable Indian Laws for withholding taxes, if any.	Can the Employer agree to pay the portion of the scope executed by foreign consultants be quoted and paid in foreign currency (for instance in EURO's)	Request not accepted. Provision(s) of the Tender Document shall prevail.
65.	Section I: Notice Inviting E tender, Critical Data sheet, Page 8	Bid Submission Last date : 21st August 2017	RFP requires list of documentary proofs to be furnished along with the proposal. We are also in the process of engaging best experts for this assignment to meet key expert's experience and qualification requirements. Given the nature of requirements for submitting a proposal including technical proposal, credentials, CVs as well as co-ordination requirements etc. <b>we earnestly request you to extend the submission timelines to 28th August 2017</b>	Please refer to the response at S. No. 6 above.
66.	Section II: Instruction to Bidder, Clause 3.2: Bidder Eligibility Criteria, Page 11	The Bidder shall meet the Qualification criteria of executing similar works of the value as mentioned in clause 16.1 of ITB. The Bidder shall indicate the value of the order executed by him together with the details of name of the party, order value, scope of work, completion period stipulated in the order and actual completion period / date / status.  <b>The completion certificate awarded by the Client on its letter head should have a mention of start date, date of</b>	We understand Authority has sought these information to ascertain the legitimacy of task / activities performed by the Consultant. However, we humbly request the Authority that getting such information in the 'Completion Certificate' from the Client will be a difficult as some of the assignments were done in past and the Completion Certificates we have does not furnish all the requested information.  Thus we request the Authority to kindly consider following documents as a proof of eligible assignment mentioning start date, date of completion and value of the work executed by the Bidder	Request not accepted. Provision(s) of the Tender Document shall prevail.

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
		<b>completion and value of the work executed by the Bidder.</b>	<b><u>i.e. Completion Certificate in any format with supporting documents like Letter of Award, Work order, Engagement Letter, Chartered Accountant Certificate or any other relevant documents</u></b>	
67.	Section II: Instruction to Bidder, Clause 3.2: Bidder Eligibility Criteria, Page 11	Substantial completion of works shall be supported by Client certificates with the details of name of the work, name and extent of similar work, work order value, start date, percentage of similar work completed till date.	We humbly notify the Authority that getting such Client Certificate will be a tough and time consuming task. Besides, in many projects consultancy work has been substantially completed but not fully completed for example in one of our PMC assignment DPR has been completed and accepted by the Client but PMC work has not been commenced. Thus we request the Authority to kindly consider partially completed assignments too. As a proof for these assignments we request the Authority to please consider Letter of Award, Work order, Engagement Letter, Chartered Accountant Certificate mentioning fee received against the total fee amount for the assignment or any other relevant documents	Request not accepted. Provision(s) of the Tender Document shall prevail.
68.	Section II: Instruction to Bidder, Clause 6.9: Bids by Joint Venture/ Consortium, 6.9.4.2, Page 17	The members of JV/Consortium <b><u>shall incorporate a Company and register the same under the provisions of Companies Act, 2013</u></b> , (as their wholly owned subsidiary) to execute the Project, if awarded to the JV/Consortium.	It is not possible for Consultancy firm like us to form a JV/ Consortium and register the same under the provisions of Companies Act, 2013, (as their wholly owned subsidiary). As a Standard Industry practice we cannot form a separate legal entity for carrying out any specific consultancy assignment. Besides as per regulatory provisions it's not possible for us to form a separate Legal entity for the project execution. We request the Authority to kindly allow the firms to participate in the assignment <b><u>without any requirement of forming any separate legal entity</u></b> with the JV/ Consortium Partner, if awarded to the JV/Consortium.	Request not accepted. Provision(s) of the Tender Document shall prevail.
69.	Section II: Instruction to Bidder, Clause 19: Indemnity, Sub Clause 19.1, Page 34	It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.	We humbly bring to the Authority's notice that we cannot waive off our Rights as per this clause. We request the Authority to renegotiate this clause at the time of contract signing if required.	Request not accepted. Provision(s) of the Tender Document shall prevail.
70.	Section II: Instruction to Bidder, Clause 19: Indemnity, Sub Clause 19.1, Page 35	All the deliverables and study outputs including primary data shall be compiled, classified and submitted by the Consultant 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 Consultant consisting of any Intellectual Property Rights ("IPR") rights of the Consultant, the Consultant shall provide the Employer with necessary irrevocable royalty-free license to use such IPR.	We request the Authority to note that although the Consultant can give ownership of deliverables to the Authority, the pre-existing Intellectual Property Rights (IPR) in the deliverables shall still remain with the Consultant. In addition, we would request the Authority to kindly ensure the proper bifurcation of the documents and property to identify the IPR. Therefore, we request the Client to amend sub-clause 19.1 accordingly to include the following clause: <b><u>"The pre-existing IPR of the Consultant will continue to be with the Consultant."</u></b>	Request not accepted. Provision(s) of the Tender Document shall prevail.

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response						
(1)	(2)	(3)	(4)	(5)						
71.	Section II: Instructions to Bidders, Clause 10: Submission of Bids Sub-clause: 10.1.4 (vi), Page 26	“Each CV shall bear <b>original signatures of the Key Personnel</b> and the authorized signatory of the Bidder. Scanned signatures on the CV’s shall not be accepted.”	<ul style="list-style-type: none"> <li>We would like to highlight to the Authority, that many consulting organizations such as ours, may propose international experts as Key Personnel to best serve the requirements as outlined by the Authority in the RfP.</li> <li>Given the likelihood of this scenario and the number of key personnel positions (15), arranging for the original signatures of key personnel on their CVs would be an extremely time consuming and cumbersome process which cannot be undertaken in the stipulated timelines.</li> <li>We, request the Authority to kindly reconsider the inclusion this stipulation and accept scanned signature of Key Personnel in the interest of saving time and effort of bidding parties.</li> <li>Accordingly, the subject clause would be modified as given below: <b><u>“Each CV shall bear original signatures or scanned of the Key Personnel and the authorized signatory of the Bidder.” Original signed CV of the experts shall be submitted to the Authority before the signing of contract”</u></b></li> </ul>	Please refer to response at S. No. 20 above.						
72.	Section II: Instructions to Bidders, Clause 16: Bid Evaluation, Sub-clause:16.1.1 Qualification Criteria for consultancy services, Page 30	The bidder should have successfully completed and/or substantially completed “Similar Works” in the previous 7 (seven) years ending from the Bid Submission Last Date as per the criteria specified below: a) 3 similar works each costing not less than INR 3.54 Crores (Rupee Three Crores Fifty Four Lakhs) or b) 2 similar works each costing not less than INR 5.31 Crores (Rupee Five Crores Thirty One Lakhs) or c) 1 similar work costing not less than INR 7.10 Crores (Rupee Seven Crores Ten Lakhs).	<ul style="list-style-type: none"> <li>We wish to highlight that the consultants like us have advised a number of infrastructure corporations / authorities in India and abroad on aspects relevant to the current scope of work including preparation of Detailed Project Report /Techno – Economic feasibility study etc. for infrastructure projects. We also have experience of these aspects related to the relevant sectors of Ports, logistics hubs, Inland waterways etc. Typically the Professional fee for such engagements is in a much lower range than the current eligibility criteria brackets of INR 7.10 Crore, INR 5.31 Crore and INR 3.54 Crore.</li> <li>We thus, believe that the current stipulations are too stringent and would restrict participation from many experienced and capable consulting Firms.</li> <li>We, thus, request the Authority to lower the requirement of professional fee of eligible projects from a) b) and c) to INR 1 Crore, INR 3 Crore and INR 5 Crore respectively.</li> <li>Accordingly, the subject clause would be modified as given below: “The bidder should have successfully completed and/or substantially completed “Similar Works” in the previous 7 (seven) years ending from the Bid Submission Last Date as per the criteria specified below: a) 3 similar works each costing not less than INR 1 Crores (Rupee One Crores) or b) 2 similar works each costing not less than INR 3 Crores (Rupee Three Crores) or c) 1 similar work costing not less than INR 5 Crores (Rupee Five Crores).</li> </ul>	Request not accepted. Provision(s) of the Tender Document shall prevail. Also, please refer to the response at S. No. 1 above.						
73.	Section II: Instructions to Bidders, Clause 16.2: Technical	Detailed marking scheme <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sl. No.</th> <th style="width: 70%;">Criteria</th> <th style="width: 20%;">Score</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sl. No.	Criteria	Score				<ul style="list-style-type: none"> <li>There is provision of Bonus marks for successfully completed two similar work having consultancy value more than 15 crores. We humbly bring to the Authority’s notice that this is very stringent criteria and will limit the participation of experienced</li> </ul>	In S. No. 1 (The Consultants relevant experience for the assignment) of the Table given under Clause 16.2.1, Section II of the Tender Document, the following should be read as follows:
Sl. No.	Criteria	Score								

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response																																	
(1)	(2)	(3)	(4)	(5)																																	
	Evaluation, Sub-clause:16.2.1 Detailed marking scheme, Page 31	<table border="1"> <tr> <td>1.</td> <td>The Consultants relevant experience for the assignment</td> <td>25</td> </tr> <tr> <td>a)</td> <td>General experience of the consulting firm in preparation of detailed project reports / feasibility reports – three marks will be given for each similar work assignment limiting to maximum of total 9 marks.</td> <td>09</td> </tr> <tr> <td>b)</td> <td>Specific experience of the consulting firm in preparation of Detailed Project Report / Techno – Economic feasibility study for development of navigation channel including river training works, development of water transport facilities and development of Ports, River terminals, IWT terminals, logistics hub etc. – three marks for similar work assignment limiting to maximum of total 12 marks</td> <td>12</td> </tr> <tr> <td>c)</td> <td><b><u>Bonus marks for successfully completed two similar work having consultancy value more than 15 crores</u></b></td> <td>04</td> </tr> </table>	1.	The Consultants relevant experience for the assignment	25	a)	General experience of the consulting firm in preparation of detailed project reports / feasibility reports – three marks will be given for each similar work assignment limiting to maximum of total 9 marks.	09	b)	Specific experience of the consulting firm in preparation of Detailed Project Report / Techno – Economic feasibility study for development of navigation channel including river training works, development of water transport facilities and development of Ports, River terminals, IWT terminals, logistics hub etc. – three marks for similar work assignment limiting to maximum of total 12 marks	12	c)	<b><u>Bonus marks for successfully completed two similar work having consultancy value more than 15 crores</u></b>	04	<p>and reputed consultancy firms. <b><u>We request the Authority to please remove this criteria as 15 crore fee from consultancy services in similar work will be difficult to find as general industry practice. We humbly request the Authority to amend this criteria as detailed below:</u></b></p> <table border="1"> <thead> <tr> <th>SN</th> <th>Criteria</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>The Consultants relevant experience for the assignment</td> <td>25</td> </tr> <tr> <td>a)</td> <td>General experience of the consulting firm in preparation of detailed project reports / feasibility reports – three marks will be given for each similar work assignment limiting to maximum of total 09 marks.</td> <td>09</td> </tr> <tr> <td>b)</td> <td>Specific experience of the consulting firm in preparation of Detailed Project Report / Techno – Economic feasibility study for development of navigation channel including river training works, development of water transport facilities and development of Ports, River terminals, IWT terminals, logistics hub etc. – four marks for similar work assignment limiting to maximum of total <b>16 marks</b></td> <td>16</td> </tr> </tbody> </table>	SN	Criteria	Score	1.	The Consultants relevant experience for the assignment	25	a)	General experience of the consulting firm in preparation of detailed project reports / feasibility reports – three marks will be given for each similar work assignment limiting to maximum of total 09 marks.	09	b)	Specific experience of the consulting firm in preparation of Detailed Project Report / Techno – Economic feasibility study for development of navigation channel including river training works, development of water transport facilities and development of Ports, River terminals, IWT terminals, logistics hub etc. – four marks for similar work assignment limiting to maximum of total <b>16 marks</b>	16	<table border="1"> <thead> <tr> <th>SN</th> <th>Criteria</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td></td> <td>The Consultants relevant experience for the assignment</td> <td>25</td> </tr> <tr> <td>1.</td> <td>Specific experience of the consulting firm in preparation of Detailed Project Report / Techno – Economic feasibility study for development of navigation channel including river training works, development of water transport facilities and development of Ports, River terminals, IWT terminals, logistics hub etc.</td> <td>25</td> </tr> </tbody> </table>	SN	Criteria	Score		The Consultants relevant experience for the assignment	25	1.	Specific experience of the consulting firm in preparation of Detailed Project Report / Techno – Economic feasibility study for development of navigation channel including river training works, development of water transport facilities and development of Ports, River terminals, IWT terminals, logistics hub etc.	25
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74.	Section II: Instructions to Bidders, Clause 16: Bid Evaluation, Sub-clause:16.2.1 Detailed marking scheme (a) and (b), Page 31	<p>a) General experience of the consulting firm in preparation of detailed project reports / feasibility reports – three marks will be given for each similar work assignment limiting to maximum of total 9 marks.</p> <p>b) Specific experience of the consulting firm in preparation of Detailed Project Report / Techno – Economic feasibility study for development of navigation channel including river training works, development of water transport facilities and development of Ports, River terminals, IWT terminals, logistics hub etc. – three marks for similar work assignment limiting to maximum of total 12 marks “</p>	<ul style="list-style-type: none"> <li>Our understanding of criteria a) is that it includes work/ experience of preparation of detailed project reports / feasibility reports pertaining to all sectors except those mentioned in point b) i.e preparation of detailed project reports / feasibility reports for all sectors not including for the development of navigation channel including river training works, development of water transport facilities and development of Ports, River terminals, IWT terminals, logistics hub etc.</li> <li>Request the Authority to kindly clarify the same.</li> </ul>	<p>General Experience given in the Table under Clause 16.2.1, Section II of the Tender Document stands deleted. Accordingly, Form 4M also stands deleted.</p> <p>Please refer to response at S. No 73 above.</p>																																	
75.	Section II: Instruction to Bidders, Clause 16.2: Technical Evaluation, Sub-criteria for Key Personnel / Non Key resource scoring, Page 32	<p>Authority has indicated Structural engineer requirement for 2 person in page 89 under Manpower requirement. However in page no, 32: Technical Evaluation, Sub-criteria for Key Personnel / Non Key resource scoring, there is no clear indication of scoring split between the two Structural engineers</p>	<p>We request the Authority to kindly confirm the same for the requirement of 2 Structural Engineers</p>	<p>Please refer to response at S. No. 47 above.</p>																																	
76.	Section VI:	S.no. 2: Develop mathematical modal/traffic simulation	We request the Authority to kindly remove these two tasks from the	Request not accepted. Provision(s) of the Tender Document shall																																	

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response																																				
(1)	(2)	(3)	(4)	(5)																																				
	Terms of Reference, Clause 4: Detailed scope of work, Sub clause 4.2.3, Page 80	studies, covering the influence areas of NW-110, to evaluate modal shift and respective impact on travel time. S.no. 8: The Consultant shall, depending on type of commodity and origin-destination pairs, propose an optimal logistical chain that is likely to be adopted by the trading clients and the freight forwarders which would include the type of flux (just in time or extensive use of warehousing) and containerized/packaged vs. bulk transport.	sub clause 4.2.3: Market development scope of work.	prevail.																																				
77.	Section VI: Terms of Reference, Clause 5: Time Schedule and Deliverables, Page 88	Total period of this 'Consultancy Services' shall be 12 months <b>from the date of issuance of Letter of Award (LOA)</b> by Employer / IWAI. It is to inform that time is the essence of the Contract as the work under this contract is very important and critical factor for the timely execution of the project.	Even after issuance of Letter of Award (LoA), it usually takes around a week or two to complete the contract signing formalities and deployment of the experts post signing the contract. We hereby request the Authority to kindly change the Total period of this 'Consultancy Services' shall be 12 months <b>from the Signing of Contract between the Consultant and the Employer / IWAI.</b>	Request not accepted. Provision(s) of the Tender Document shall prevail.																																				
78.	Section VI: Terms of Reference, Clause 7: Payment Terms, Sub clause 7.1, Page 92	The payment (Form Fin – 2: Summary of Costs – BoQ) will be made on submission and acceptance of reports and as per the table below: <table border="1" data-bbox="519 955 1151 1375"> <thead> <tr> <th>No</th> <th>Deliverable</th> <th>Payment Milestone</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>After approval of Inception Report</td> <td>15%</td> </tr> <tr> <td>2</td> <td>After approval of Market Assessment Report</td> <td>15%</td> </tr> <tr> <td>3</td> <td>After approval of Technical Analysis Report</td> <td>15%</td> </tr> <tr> <td>4</td> <td>After approval of Draft Detailed Project Report, Presentation and Stakeholder Conference</td> <td>20%</td> </tr> <tr> <td>5</td> <td>After approval of Final Detailed Project Report</td> <td>35%</td> </tr> </tbody> </table>	No	Deliverable	Payment Milestone	1	After approval of Inception Report	15%	2	After approval of Market Assessment Report	15%	3	After approval of Technical Analysis Report	15%	4	After approval of Draft Detailed Project Report, Presentation and Stakeholder Conference	20%	5	After approval of Final Detailed Project Report	35%	We request the Authority to <b>release half of milestone payment on submission of the reports and other half on approval of respective reports by the Authority.</b> We believe that the payment milestones are not aligned with the time and effort involved in respective deliverables. Payments are back loaded. <b>35% payment shall be made on Final Report.</b> We request the Authority to revise the payment milestone as detailed below: <table border="1" data-bbox="1210 1066 1952 1486"> <thead> <tr> <th>No</th> <th>Deliverable</th> <th>Payment Milestone</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>After approval of Inception Report</td> <td>15%</td> </tr> <tr> <td>2</td> <td>After approval of Market Assessment Report</td> <td>25%</td> </tr> <tr> <td>3</td> <td>After approval of Technical Analysis Report</td> <td>25%</td> </tr> <tr> <td>4</td> <td>After approval of Draft Detailed Project Report, Presentation and Stakeholder Conference</td> <td>25%</td> </tr> <tr> <td>5</td> <td>After approval of Final Detailed Project Report</td> <td>10%</td> </tr> </tbody> </table>	No	Deliverable	Payment Milestone	1	After approval of Inception Report	15%	2	After approval of Market Assessment Report	25%	3	After approval of Technical Analysis Report	25%	4	After approval of Draft Detailed Project Report, Presentation and Stakeholder Conference	25%	5	After approval of Final Detailed Project Report	10%	Request not accepted. Provision(s) of the Tender Document shall prevail.  Also, please refer to the response at S. No. 5 above.
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1	After approval of Inception Report	15%																																						
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79.	Section VII: Standard Form of Contract, Clause 2.8 (Liquidated Damages), Sub clause 2.8.1, Page 104	If the Consultant fails to complete all items of works within the period(s) of completion as stipulated in the aforesaid tender or any extended period, the consultant shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty) at the rate of 1/2 % (half percent) per week or part of the week on the total value of the contract subject to a maximum of 10% of the total value of the contract.	We request the Client to include the following clause: If the Consultant fails to complete all items of works within the period(s) of completion as stipulated in the aforesaid tender or any extended period, the consultant shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty) at the rate of 1/2 % (half percent) per week or part of the week on the total value of the contract subject to a maximum of 10% of the total value of the contract <b>for the reason solely attributable to the Consultant</b>	Request not accepted. Provision(s) of the Tender Document shall prevail.																																				
80.	Section VII: Standard Form of Contract, Clause 5	The total security deposit and performance guarantee shall remain with IWAI till the completion of the contract or the payment of the final bill payable in accordance with agreement conditions whichever is later, provided the	We request the Client to include the following clause: The total security deposit and performance guarantee shall remain with IWAI till the completion of the contract or the payment of the final bill payable in accordance with agreement conditions	a. Please refer to Clause 5.4, Section VII of the Tender Document.  b. The term "satisfactory" herein refers to the approval of all the reports by IWAI.																																				

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
	(Security Deposit and Performance Guarantee), Sub clause 5.10, Page 108	employer is satisfied that there is no demand outstanding against the Consultant.	whichever is later <b>and will be returned immediately on completion of services</b> , provided the employer is satisfied that there is no demand outstanding against the Consultant. We also request the Authority to define the term "Satisfactory" as used here.	
81.	Section VII: Standard Form of Contract, Clause 5 (Security Deposit and Performance Guarantee), Sub clause 5.13, Page 109	In case of delay in the progress of work, the employer shall issue to the Consultant a memo in writing pointing out the delay in progress and calling upon the Consultant to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the employer is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the Consultant.	We request the Client to include the following clause: In case of delay in the progress of work, the employer shall issue to the Consultant a memo in writing pointing out the delay in progress and calling upon the Consultant to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the employer is not satisfied with the explanations offered, he may <b>forfeit the amount to the respective milestone.</b>	Request not accepted. Provision(s) of the Tender Document shall prevail.
82.	Section VII: Standard Form of Contract, Clause 5 (Professional Liability), Sub clause 10.9.2, Page 110	Except in gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the services, the Consultants, with respect to damage caused by the Consultants to client's property shall not be liable to client: For any direct loss or damage equal to the total payments for professional fees and reimbursable expenditure made or expected to be made to the Consultants hereunder.	We request the Client to include the following clause: Except in gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the services, the Consultants, with respect to damage caused by the Consultants to client's property shall not be liable to client: For any direct loss or damage equal to the total payments for professional fees <b>and reimbursable expenditure made</b> or expected to be made to the Consultants hereunder.	Request not accepted. Provision(s) of the Tender Document shall prevail.
83.	Section VI: Terms of reference, Clause 6: Manpower Requirement and Qualification, Sub-clause: 6.2 Eligibility criteria and roles and responsibilities of the key personnel Point 2, page no. 90	<b>Deputy Team Leader:</b> Graduate in Engineering / Commerce with Master's Degree in Transport Engineering / <b>MBA in Logistics</b> . 20 years' experience in the field relevant to the assignment. He/she shall be experienced in market research and business development for River Transport projects in developing countries.	<ul style="list-style-type: none"> <li>Request the Authority to consider including Bachelors and Masters Degrees of Economics as eligible qualifications as they are significantly relevant to the fields of Business Planning, transportation and logistics fields which are important aspects of the assignment.</li> <li>Accordingly, the subject clause would be modified as given below: "Graduate in Engineering / Commerce/Economics with Master's Degree in Economics/Transport Engineering/ MBA. 20 years' experience in the field relevant to the assignment. He/she shall be experienced in market research and business development for River Transport projects in developing countries."</li> </ul>	Request not accepted. Provision(s) of the Tender Document shall prevail.
84.	Section VI: Terms of reference Clause 6: Manpower Requirement and Qualification Sub-clause: 6.2 Eligibility criteria	Transport Economist: Graduate in Transport Planning Management /Economics, Transport /Road / Rail / Civil Engineering, Preferred Qualification – Master in Economics, MBA / Masters in Transport Planning. Minimum 15 years of experience having understanding of regional economics especially with reference to transport and logistics. He should have experience of estimating transport investments and implementing transport programs.	<ul style="list-style-type: none"> <li>We request the Authority to consider including Bachelor of Architecture as an eligible minimum qualification as it is as relevant to the transportation domain as Civil Engineering discipline which is currently accepted as a minimum qualification.</li> <li>We would also request the Authority to consider Post Graduate degrees / Doctorate in Civil Engineering or Urban and Regional Planning with specialization in Transport Engineering/Transport Planning as an eligible preferred qualification as it is extremely relevant discipline to required expertise.</li> <li>Accordingly, the subject clause would be modified as given</li> </ul>	Request not accepted. Provision(s) of the Tender Document shall prevail.

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
	and roles and responsibilities of the key personnel, Point 7, Page 91		below: "Graduate in Transport Planning Management /Economics, Transport /Road / Rail / Civil Engineering/Architecture  Preferred Qualification – Master in Economics, MBA / Masters in Transport Planning/ <b>Doctorate or Post Graduate degrees in Civil Engineering or Urban and Regional Planning with specialization in Transport Engineering/Transport Planning.</b> Minimum 15 years of experience having understanding of regional economics especially with reference to transport and logistics. He should have experience of estimating transport investments and implementing transport programs."	
85.	Section VI: Terms of reference, Clause 6: Manpower Requirement and Qualification, Sub-clause: 6.2 Eligibility criteria and roles and responsibilities of the key personnel, Point 8, Page 91	Logistics Expert: Graduate in Engineering / Economics with Master's degree in Transport Economics or Engineering or Logistics. Minimum 10 years' of relevant experience in transport, logistic projects and operations, involving river and or maritime transport	<ul style="list-style-type: none"> <li>We request the authority to include Master's Degree in Business Administration (MBA) as eligible qualification for Logistics Expert as it is very much relevant to the domain of logistics and as so as to not exclude a rich pool of Logistics Experts in the market that have MBA as their qualifications. In addition we would also request the Authority to consider other relevant qualifications such as Diploma in Transportation etc. owing to specific nature of the experience and qualification required.</li> <li>Accordingly, the subject clause would be modified as given below: "Graduate in Engineering / Economics with MBA/Master's degree in Transport Economics or Engineering or Logistics/other relevant qualification in Transportation/Logistics. <b>Minimum 10 years'</b> of relevant experience in transport, logistic projects and operations, involving river and or maritime transport"</li> </ul>	The subject clause should be read as follows:  <i>"Graduate in Engineering / Economics with MBA/Master's degree in Transport Economics or Engineering or Logistics/other relevant qualification in Transportation/Logistics. Minimum 10 years' of relevant experience in transport, logistic projects and operations, involving river and or maritime transport"</i>
86.	Section VI: Terms of reference, Clause 6: Manpower Requirement and Qualification Sub-clause: 6.2 Eligibility criteria and roles and responsibilities of the key personnel, Point 10, Page 91	Business and Financial Analyst: Graduation with MBA degree in Finance Management or Masters in Finance and Accounting or a Chartered Accountant. Minimum 15 years' of relevant experience as per requirements stipulated in Scope of Work.	<ul style="list-style-type: none"> <li>We request the Authority to kindly consider reducing the experience requirements of Business and Financial Analyst to Minimum 10 years of relevant experience in line with the requirement for the PPP expert.</li> <li>Accordingly, the subject clause would be modified as given below: "Graduation with MBA degree in Finance Management or Masters in Finance and Accounting or a Chartered Accountant. Minimum 10 years' of relevant experience as per requirements stipulated in Scope of Work."</li> </ul>	Request not accepted. Provision(s) of the Tender Document shall prevail.
87.	Section VI: Terms of reference Clause 6: Manpower Requirement and	Deputy Team Leader: Graduate in Engineering / Commerce with Master's Degree in Transport Engineering / MBA in Logistics. 20 years' experience in the field relevant to the assignment. He/she shall be experienced in market research and business development for River Transport projects in developing countries. Naval Architect: Graduate in Engineering / BSc with MSc /	<ul style="list-style-type: none"> <li>The qualifications indicated for the Deputy Team Lead, Naval Architect, Logistics Expert, Public Private Partnership (PPP) expert, Business and Financial Analyst, Market Surveyor and Statistician do not clearly spell out the Preferred Qualifications although marks have been allotted for the same in the Sub-criteria for Key Personnel section in Page 32.</li> <li>Request the Authority to kindly merge the entire scoring be</li> </ul>	Request not accepted. Provision(s) of the Tender Document shall prevail.



S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
	Qualification Sub-clause: 6.2 Eligibility criteria and roles and responsibilities of the key personnel, Page 90	M Tech in Naval Architecture. Minimum 15 years of experience in the field relevant to the assignment and experience in design and construction supervision of commercial cargo vessels for the navigation in coastal waters and for river transport. The expert shall have particular experience in the planning of shallow draft vessel systems optimized for commercial river navigation. Logistics Expert: Graduate in Engineering / Economics with Master's degree in Transport Economics or Engineering or Logistics. Minimum 10 years' of relevant experience in transport, logistic projects and operations, involving river and or maritime transport. Public Private Partnership (PPP) expert: Graduation with Master's degree in Business Administration. Minimum 10 years' of experience in structuring PPP options for transport related investments. Business and Financial Analyst: Graduation with MBA degree in Finance Management or Masters in Finance and Accounting or a Chartered Accountant. Minimum 15 years' of relevant experience as per requirements stipulated in Scope of Work. Market Surveyor: Graduation with MBA degree in Marketing or operations. Minimum 10 years' of relevant experience as per requirements stipulated in Scope of Work. Statistician: Graduation with Master's degree in Statistics or Mathematics. Minimum 10 years' of relevant experience as per requirements stipulated in Scope of Work.	merged with minimum qualification.	
88.	Section V: Financial Bid Standard Forms, Form Fin 3: Consultancy Fees, Page 69	Form Fin 3: Consultancy fee indicates minimum man month requirement of 83	We request the Authority to kindly indicate the estimated budget for the assignment	Please refer to the response at S. No. 1 above.
89.	Section II Clause 10.1.4(i) and Page No.25	The Key Personnel must be permanent and full-time employee(s) of the firm.	Considering the specialized qualification & experience criteria and intermittent inputs of Key Personnel, the Key Personnel may please be allowed to propose on project basis or as Consultants rather than the Permanent and Fulltime.	Please refer to the response at S. No. 4 & 59 above.
90.	Section II Clause 10.1.4(vi) and Page No.25	Each CV shall bear original signatures of the Key Personnel and the authorized signatory of the Bidder. Scanned signatures on the CVs shall not be accepted.	As the suitable experts may be working in different locations other than home office, please accept the CVs with scanned signatures along with proposal. The CVs with original signatures may be submitted at the time of agreement.	Please refer to response at S. No. 20 above.
91.	Section II Clause 16.2.1 and Page No.31	a) General experience of the consulting firm in preparation of detailed project reports / feasibility reports b) Specific experience of the consulting firm in preparation of detailed Project Report / Techno – Economic feasibility study for development of navigation channel including river training works, development of water transport facilities and development of Ports, River terminals, IWT	a) Please clarify whether the general experience of the consulting firm shall be from any infrastructure sector or only from the water sector? b) Since the development of channel/Canal and River front development will also come under similar type of experience, please include the same under specific experience.	a. Please refer to the response at S. No. 73 & 74. b. Request not accepted. Provision(s) of the Tender Document shall prevail. Also please refer to the response at S.No.1 above.

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
		terminals, logistics hub etc.		
92.	Section II Clause 16.1.1 and Page No.30	“Similar Works” means Preparation of Detailed Project Report / Techno–Economic feasibility study for development of navigation channel including river training works, development of water transport facilities and development of Ports, River terminals, IWT terminals, logistics hub etc.	Since the development of channel/Canal and River front development will also come under similar type of experience, please include the same under similar works.	Request not accepted. Provision(s) of the Tender Document shall prevail.  Also please refer to the response at S.No.1 above.
93.	Section II Clause 6.1.1 and Page No.14 & Section IV Clause 3 and Page No.40	EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS. & Submitting the EMD for the following Stretches vide RTGS / NEFT/ BG in IWAI Account	We understand that EMD can be in the form of either RTGS/NEFT or in the form of Bank Guarantee. Please confirm.	Please refer to the response at S. No. 2 above.
94.	Section III Clause 16 and Page No.38	Consultancy period: 12months from the date of issuance of LOA	The estimated duration of 12 months is not sufficient to complete the scope of assignment with effective outputs as specified in the RFP. Hence the Consultancy period may please be modified to atleast 24 months from the date of issuance of LOA.	Request not accepted. Provision(s) of the Tender Document shall prevail.
95.	Section III Clause 4 and Page No.37	Date & time for submission of Bid: 21st August,2017,Latest by 1500 Hrs (IST)	Considering the quantum of work involved in the proposal preparation and huge number of experts requirement, we request you to extend the due date of proposal submission by ONE MONTH from the current date of proposal submission.	Please refer to the response at S. No. 6 above.
96.	Clause16, sub clause 16.1.1, page 29 and 30 of the RFP document	Similar Works	We request you to please modify the clause as given under “The bidder should have successfully completed and/or substantially completed “Similar Works” in the previous 10 (ten years) years ending from the Bid Submission Last Date”	Request not accepted. Provision(s) of the Tender Document shall prevail. Also, please refer to the response at S. No. 1 above.
97.	Bid Submission, Page 8 of the RFP Document	Date & time for submission of Bid	We feel that the date of submission 21.08.2017, does not give us sufficient time to prepare responsive proposal. Hence, we would request you to please extend the last date of submission by at least 4 weeks’ time from the original date of submission.	Please refer to the response at S. No. 6 above.
98.	Page 37 Data Sheet	Date & time for submission of Bid	We would request time extension for at least 3 weeks from the current date of submission so we can prepare quality proposal and submit.	Please refer to the response at S. No. 6 above.
99.	Section II Clause 3.3 Page 12	Copy of work order/letter of award/letter of work agreement alone shall not suffice. Bidders claim for executing the similar work. Submitting completion certificate from the client on its letter head along with supporting documents as mentioned in Clause 3.2 above is mandatory to qualify.	In the absence of Completion certificates, please confirm whether an undertaking on the letterhead of the bidder is acceptable. Since, Completion Certificates are not a usual practice in countries outside India, this is a standard industry practice. Please confirm.	Request not accepted. Provision(s) of the Tender Document shall prevail.
100.	Section II Clause 3.6 Page 12	The similar work experience of parent company/subsidiary/sister Company of the Bidder shall not be considered unless the parent company/subsidiary/sister company is part of the JV/consortium participating in the Bid.	a.Kindly allow bidders to use credentials of all subsidiaries of the Parent company. If need be, an undertaking/authorisation letter on behalf of the parent company to use credentials of its group companies, can be provided. Please confirm.  b.In case a Key Personnel from any subsidiary company is part of the proposed team, such subsidiary may be part of the consortium.	a.The credentials of parent company/ subsidiary / sister Company of the Bidder shall not be considered unless the parent company / subsidiary / sister company is part of the JV / consortium participating in the Bid.  b.Yes

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
101.	Section II Clause 6.1, Page 14	EMD	Kindly confirm that the EMD can be submitted in the form of Bank Guarantee as per format ANNEX VI specified in the RfP.	Please refer to the response at S. No. 2 above.
102.	Clause 10.1.4 (b) (i) Page 25	The Key Personnel must be permanent and full-time employee(s) of the firm.	We request to make this applicable for selective positions / core team on the project. Positions that may have low involvement (5 or less man months) or interaction with the client may be exempted from this clause or may be brought onto our payroll before commencement on the project.  This will also allow the best of available resources in the market to provide their expertise on this project which is in the benefit of the project and client.	Request not accepted. Provision(s) of the Tender Document shall prevail.
103.	Clause 16.1.1 Page 30	The bidder should have successfully completed and/or substantially completed "Similar Works" in the previous 7 (seven) years ending from the Bid Submission Last Date	Please confirm the minimum percentage of works completion for 'substantially completed' projects'.	Clause 3.2, Section II of the Tender Document should be read as follows: <i>"The Bidder shall meet the Qualification criteria of executing similar works of the value as mentioned in clause 16.1 of ITB. The Bidder shall indicate the value of the order executed by him together with the details of name of the party, order value, scope of work / component breakup, completion period stipulated in the order and actual completion period. The completion certificate, awarded by the client on its letter head should have a mention of start date, date of completion and value of the work executed by the Bidder. The Bidder can provide the details of the works that have been substantially completed. "Substantially Completed Works" shall be based on completion of 80% or more works that have been financially completed under the claimed relevant component of the contract. Substantial completion of works shall be supported by client certificates with the name of the work including component breakup of relevant work to the extent of similar work, work order value, start date, percentage of similar work completed till date of issue of the Tender in financial terms (Net Payment received against the Contract) as indicated in Form 4B. In case the work was performed by the Bidder in a JV, the same shall be supported by a Client Certificate enumerating the claimant share also. In case the work was performed by the bidder as a sub-contractor, the bidder shall submit similar completion certificate awarded to it by the main contractor and countersigned by the Employer / Client of the main contractor."</i>
104.	Clause 16.2 Page 31 Detailed marking scheme Sub-Clause (a)	Technical Evaluation – Detailed marking scheme  a) General experience of the consulting firm in preparation of detailed project reports / feasibility reports – three marks will be given for each similar work assignment limiting to maximum of total 9 marks.	As per RfP, Clause 'a' and 'b' read the same. Please clarify the clause 'a' should be 'general experience' and must be read as follows:  "General experience of the consulting firm in preparation of Detailed Project Reports / Feasibility Reports – three marks will be given for each assignment limiting to maximum of total 9 marks.	Please go through (a) & (b) specifically which are not same but different. Also, please refer to the response at S. No. 73 & 74 above.
105.	Section III - DATA SHEET Clause 2.3, Page 37, Proposal Submission Date	Date : 21st August, 2017	We kindly request you to extend the submission date to 3 weeks from the date of issue of clarifications raised during the pre-bid meeting / minutes from pre-bid meeting. This will allow the bidders to submit a quality proposal.	Please refer to the response at S. No. 6 above.

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
106.	Section V Form FIN 2 & FIN 3, Page 68 & 69	Form FIN 2 & FIN 3	Kindly note that while the consultant shall provide an 'all inclusive' fee (excluding GST), however, the client will bear any expenses related to the arrangement made for public hearings/ meetings etc esp costs. Only time costs of our staff will be covered in the consultant's fee as specified in the RfP/ proposal.	Attention of the Bidder is invited to Clause 4.9, Section VI of the Tender Document which is self-explanatory.
107.	SECTION VI Clause 6.2 Page 90	Qualification for Key Personnel  4) Navigation Expert 6) Sociologist	4) Navigation Expert – kindly amend the clause as “Graduate in Engineering / Maritime Studies, Preferred Qualification – MBA in Marketing/ Masters in Engineering/Marine Studies.” 6) Sociologist - Kindly amend the clause as “Graduate in Sociology, Preferred Qualification – Masters in Sociology or equivalent.”	Request not accepted. Provision(s) of the Tender Document shall prevail.
108.	Section VI Clause 7 Page 92	Payment Terms	Kindly allocate 10% of advance payment. The payment terms may kindly be amended as follows: 1. Advance Payment – 10% 2. After approval of Inception Report – 15% 3. After approval of Market Assessment Report 15% 4. After approval of Technical Analysis Report 15 % 5. After approval of Draft Detailed Project Report, Presentation and Stakeholder Conference - 30% 6. After approval of Final Detailed Project Report 15%	Request not accepted. Provision(s) of the Tender Document shall prevail.  Also, please refer to the response at S. No. 5 above.
109.	Section VII Clause 7 Page 109	Arbitration	In the event of arbitration, it is requested that the arbitration proceedings should be conducted as per the arbitration act.	Please refer to the response at S. No. 40 above.
110.	Section VII Clause 10 Page 110	Professional Liability	It is observed that the limit of professional liability has not been defined under this clause. Therefore we request that this is defined based on consulting industry practice.	Attention of the Bidder is invited to Clause 10, Section VII of the Tender Document which is self-explanatory. Further, in addition to that, the Bidder shall submit Professional Indemnity Insurance for the sum assured of Contract Value purchased from a registered Insurance Company in India and the copy of the same shall be provided before signing of the Agreement.
111.	Section III : Cl no 7, EMD	INR 17, 80,000/-	Request to reduce the EMD amount to 5,00,000I-. Also kindly confirm whether EMD can be submitted in the form of BG.	Please refer to the response at S. No. 2 & 8 above.
112.	Section II : Cl 16, Sub cl 16.1.1 , page no 30	For this purpose, the "Similar Works" means preparation of Detailed Project Report / Techno - Economic feasibility study for development of navigation channel including river training works, development of water transport facilities and development of Ports, River terminals, IWT terminals, logistics hub etc.	For the purpose of similar works, request to include detailed design structures of Ports, River terminals, IWT terminals etc.	Request not accepted. Provision(s) of the Tender Document shall prevail. Also, please refer to the response at S. No. 1 above.
113.	Section II : Cl 16, Sub cl 16.1.1 , page no 30	The bidder should have successfully completed and/or substantially completed "Similar Works" in the previous 7 (seven) years ending from the Bid Submission Last Date as per the criteria specified below: a) 3 similar works each costing not less than INR 3.54 Crores (Rupee Three Crores Fifty Four Lakhs) or b) 2 similar works each costing not less than INR 5.31 Crores (Rupee Five Crores Thirty One Lakhs) or c) 1 similar work costing not less than INR 7.10	It may be appreciated that in recent past no consultancy works with fee as required for the eligibility for this project has been completed or taken up. Considering this request to modify the qualification criteria to the following: The bidder should have successfully completed and/or substantially completed "Similar Works" in the previous 7 (seven) years ending from the Bid Submission Last Date as per the criteria specified below: a) 3 similar works each costing not less than INR 50 lakhs (Rupee Fifty Lakhs) or b) 2 similar works each costing not less than INR. 75 Lakhs (Rupee Seventy	Request not accepted. Provision(s) of the Tender Document shall prevail. Also, please refer to the response at S. No. 1 above.

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
			Five Lakhs) or c) 1 similar work costing not less than INR 1 Crores (Rupee One Crore).	
114.	Section 1: Cl B, page no. 8	Bid submission last date: 21 <sup>st</sup> August 2017	Owing to the multidisciplinary involvement for the project and discussions required with various experts, additional time and efforts required to review scope, make visit to sites to assess the prevailing site conditions, submitting the bid on 21 <sup>st</sup> August is too short. Request you to extend the bid submission date to at least three weeks after issue of clarification to pre bid queries.	Please refer to the response at S. No. 6 above.
115.	Section III: Cl I0. 1.4 Enclosure-IV , page no. 25	The Key Personnel must be permanent and full-time employee(s) of the firm.	Kindly consider contracted experts as Key personnel.	Request not accepted. Provision(s) of the Tender Document shall prevail.  Also, please refer to the response at S. No. 4 & 59 above.
116.	Section II: C I.16.2, page no. 31	Bonus marks for successfully completed two similar work having consultancy value more than 15 crores .	Request you to modify the clause as follows. Bonus marks for successfully completed two similar work having consultancy value more than 5 crores	Request not accepted. Provision(s) of the Tender Document shall prevail.  Also, please refer to the response at S. No. 73 & 74 above.
117.	Section III: Cl 6.2, page no. 90	Eligibility criteria and roles and responsibility of the key personnel 1) Team Leader - B. Tech / BE- Civil Engineering, Preferred Qualification- Masters in Structural design / Ports / Harbour / Dock Engineering. Minimum 25 Years of experience out of which at least 15 years shall be in concept & detailed design, preparing Detailed Project Report / Feasibility Report for various waterway / Port / IWT and allied infrastructure projects. He should have minimum 5 years of experience as a Team Leader / Project Manager in Port/IWT and related infrastructure Projects and should have successfully delivered at least one project in port/IWT sector in similar capacity.	Request you to modify the minimum years of experience to 20 years instead of 25 years.	Request not accepted. Provision(s) of the Tender Document shall prevail.
118.	Section III: Cl 6.2 , page no. 90	Eligibility criteria and roles and responsibility of the key personnel 2) Deputy Team Leader Graduate in Engineering / Commerce with Master's Degree 111 Transport Engineering / MBA in Logistics. 20 years' experience in the field relevant to the assignment. He/she shall be experienced in market research and business development for River Transport projects in developing countries.	Request you to modify the minimum years of experience to 15 years instead of 20 years.	Request not accepted. Provision(s) of the Tender Document shall prevail.
119.	Section III: Cl 6.2, page no. 90	Eligibility criteria and roles and responsibility of the key personnel 3) Structural Engineer B. Tech / BE in Civil Engineering, Preferred Qualification - M. Tech -in Structural Engineering. Minimum 20 years of experience in design including 5 years of experience in Port / IWT related designs	Request you to modify the minimum years of experience to 15 years instead of 20 years.	Request not accepted. Provision(s) of the Tender Document shall prevail.
120.	Section III: Cl 6.2, page no. 90	Eligibility criteria and roles and responsibility of the key personnel 6) Graduate in Sociology, Preferred qualification - Masters in Sociology. Minimum 10 years of working experience in	Request you to consider Masters in Environmental science with Minimum 10 years of working experience in Indian Subcontinent environment, with particular reference to resettlement and other social impacts of large transportation infrastructure projects also	Request not accepted. Provision(s) of the Tender Document shall prevail.

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response																		
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121.	Section III: CI 7. 1, page no. 92	<p>Payment Terms</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Reports to be Delivered</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>After approval of Inception Report</td> <td>15%</td> </tr> <tr> <td>2.</td> <td>After approval of Market Assessment Report</td> <td>15%</td> </tr> <tr> <td>3.</td> <td>After approval of Technical Analysis Report</td> <td>15%</td> </tr> <tr> <td>4.</td> <td>After approval of Draft Detailed Project Report Presentation and Stakeholder Conference</td> <td>20%</td> </tr> <tr> <td>5.</td> <td>After approval of Final Detailed Project Report</td> <td>35%</td> </tr> </tbody> </table>	Sl. No.	Reports to be Delivered	Payment	1.	After approval of Inception Report	15%	2.	After approval of Market Assessment Report	15%	3.	After approval of Technical Analysis Report	15%	4.	After approval of Draft Detailed Project Report Presentation and Stakeholder Conference	20%	5.	After approval of Final Detailed Project Report	35%	<p>The project involves surveys to be carried out as part of the scope. These surveys should be done in the initial stages of the project and the proposed payment schedule will put huge risk on the Consultants and also affect the cash flow for the project. Hence to maintain a healthy cash flow for the project, we request you to modify the payment as follows:</p> <p>On submission of Inception Report : 15% On submission of Market Assessment Report: 20% On submission of Technical Analysis Report: 25% On submission of Draft DPR :20% On submission of Final DPR : 10% On approval of Final DPR : 10%</p>	Please refer to the response at S. No. 5 above.
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122.	Section -VI : TERMS OF REFERENCE (ToR) 5. Time schedule and Deliverables	<ol style="list-style-type: none"> <li>1. Inception Report - 1 months</li> <li>2. Market Assessment Report-5months</li> <li>3. Technical Analysis Report-7 months</li> <li>4. Conduct stakeholder consultation- 8 months</li> <li>5. Draft Detailed Project Report-10 months</li> <li>6. Final Detailed Project Report-12 months</li> </ol>	<p>Considering the extent of data collection, the discussions with various stake holders, data collection, surveys and other complexities, more realistic times lines shall:</p> <ol style="list-style-type: none"> <li>1. Inception Report - 1 months</li> <li>2. Market Assessment Report-5months</li> <li>3. Technical Analysis Report-9 months</li> <li>4. Conduct stakeholder consultation- 11 months</li> <li>5. Draft Detailed Project Report-13 months</li> <li>6. Final Detailed Project Report-15 months</li> </ol>	Request not accepted. Provision(s) of the Tender Document shall prevail.																		
123.	Section VI: Terms of Reference (ToR) 4.1.3	‘‘iii. Undertake various type model studies to verify and / or enhance all design parameters.....’’	<p>Kindly confirm that no Physical Model study will be required to be carried out by Consultant. The same if required shall be done by the Client.</p>	Please refer to the response at S. No. 28 above.																		
124.	Clause 6.1.1 of Section-II at Page-14 of 131 and Form-4A of Section-IV at Page 40 of 131	6.1.1 Bidders shall furnish EMD of the amounts as mentioned in Section III Data Sheet. In case of a JV, the EMD shall be furnished by the Lead Member. EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS in the following account	We understand that EMD shall be furnished through BG in IWAI Account as described in Form-4A and as per EMD BG format given in Annex-VI at Page-131 of 131. Please confirm.	Please refer to the response at S. No. 2 above.																		
125.	Section-II: 10.1.4 (b) of Enclosure – IV at Page 25 of 131	b) (i) The Key Personnel must be permanent and full-time employee(s) of the firm.	We would request the IWAI to consider Key Personnel who are not a full time Employees of the Firm currently but shall be available full time during Project Execution. Please confirm.	Please refer to the response at S. No. 4 & 59 above.																		
126.	Clause 16.1.1 of Section-II at Page – 30 of 131	For this purpose, the ‘‘Similar Works’’ means preparation of DPR /Techno – Economic feasibility study for development of navigation channel including river training works, development of water transport facilities and development of Ports, River terminals, IWT terminals, logistics hub etc.	We propose to expand the definition of ‘‘Similar Works’’ by including marine terminals, navigational locks etc. It is requested to modify the clause as; ‘‘Similar Works’’ means preparation of Feasibility Study including preliminary design/ DPR /Techno – Economic feasibility study for development of navigation channel including river training works, development of water transport facilities and development of Ports, Marine Terminal/Jetty/Quay, River terminals, IWT terminals,	Please refer to the response at S. No. 1 above.																		

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			Navigational locks, logistics hub etc.																									
127.	Clause No. 16 of Data Sheet at Page – 38 of 131	Clause No. 16: Consultancy Period: 12 months from the date of issuance of LOA.	It is requested to consider the date of commencement of consultancy services from date of signing of contract agreement. Considering the quantum of detail Hydrographic, topographic survey, traffic survey and market study of the hinterland and various tributaries of entire stretch of 1051 Km of Yamuna river, technical study of the entire NW-110, total time schedule of 12 months from the LOA is very optimistic and underestimated. We propose IWAI to consider total duration of study 15 months. Please confirm.	Request not accepted. Provision(s) of the Tender Document shall prevail.																								
128.	Clause 5 of TOR at Page – 88 of 131	Time Schedule and deliverables : Total period of this 'Consultancy Services' shall be 12 months from the date of issuance of Letter of Award (LOA) by Employer / IWAI. It is to inform that time is the essence of the Contract as the work under this contract is very important and critical factor for the timely execution of the project. <table border="1" data-bbox="513 909 1181 1892"> <thead> <tr> <th>Reports to be delivered</th> <th>Time Schedule</th> </tr> </thead> <tbody> <tr> <td>1. Inception Report – The Consultant shall submit an Inception Report that gives details of the methodology the Consultant intends to use to fulfil the Terms of Reference, data requirement, proposed benchmarks for comparison and reasons for their selection.</td> <td>After 1 months of issuance of LOA</td> </tr> <tr> <td>2. Market Assessment Report (including Market Survey, Market Development, Market Trends)</td> <td>After 5 months of issuance of LOA</td> </tr> <tr> <td>3. Technical Analysis Report (collection of data &amp; analysis, survey, Waterway &amp; Infrastructure analysis and parameters including IWAI requirement for developing navigable fairway for Financial &amp; Economic analysis</td> <td>After 7 months of issuance of LOA</td> </tr> <tr> <td>4. Conduct stakeholder consultation (Public Hearing /Consultation) and report on minutes for Consultation</td> <td>After 8 months of issuance of LOA</td> </tr> <tr> <td>5. Draft Detailed Project Report (including Technical Analysis, Market Analysis, Market Survey, Market Development, Market Trends, Waterways &amp; Infrastructure Analysis, Preliminary Engineering Works for providing and/or improving facilities, preliminary engineering document and preliminary engineering works for ancillary works</td> <td>After 10 months of issuance of LOA</td> </tr> </tbody> </table>	Reports to be delivered	Time Schedule	1. Inception Report – The Consultant shall submit an Inception Report that gives details of the methodology the Consultant intends to use to fulfil the Terms of Reference, data requirement, proposed benchmarks for comparison and reasons for their selection.	After 1 months of issuance of LOA	2. Market Assessment Report (including Market Survey, Market Development, Market Trends)	After 5 months of issuance of LOA	3. 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We agree with IWAI that time is the essence of the Contract as the work under this contract is very important and critical factor for the timely execution of the project and hence suggest a realistic and workable time schedule as given below. Please consider. <table border="1" data-bbox="1210 936 1952 1892"> <thead> <tr> <th>Reports to be delivered</th> <th>Time Schedule</th> </tr> </thead> <tbody> <tr> <td>1. Inception Report – The Consultant shall submit an Inception Report that gives details of the methodology the Consultant intends to use to fulfil the Terms of Reference, data requirement, proposed benchmarks for comparison and reasons for their selection.</td> <td>After 1 months from the contract signing</td> </tr> <tr> <td>2. Market Assessment Report (including Market Survey, Market Development, Market Trends)</td> <td>After 6 months from the contract signing</td> </tr> <tr> <td>3. 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(1)	(2)	(3)	(4)	(5)
		<p>and processes, Financial &amp; Economic Analysis, Socio Economic Environment Assessment, Capacity Building &amp; financing and its presentation)</p> <p>6. Final Detailed Project Report (including Technical Analysis, Market Analysis, Market Survey, Market Development, Market Trends, Waterways &amp; Infrastructure Analysis, Preliminary Engineering Works for providing and/or improving facilities, preliminary engineering document and preliminary engineering works for ancillary works and processes, Financial &amp; Economic Analysis, Socio Economic Environment Assessment, Capacity Building &amp; financing)</p>	<p>document and preliminary engineering works for ancillary works and processes, Financial &amp; Economic Analysis, Socio Economic Environment Assessment, Capacity Building &amp; financing and its presentation)</p> <p>6. Final Detailed Project Report (including Technical Analysis, Market Analysis, Market Survey, Market Development, Market Trends, Waterways &amp; Infrastructure Analysis, Preliminary Engineering Works for providing and/or improving facilities, preliminary engineering document and preliminary engineering works for ancillary works and processes, Financial &amp; Economic Analysis, Socio Economic Environment Assessment, Capacity Building &amp; financing)</p>	
129.	Time Schedule at Page – 88 of 131		<p>On or before 12 months of issuance of LOA</p>	<p>1 months from the receipt of final comments from the IWAI</p>
129.	Time Schedule at Page – 88 of 131		<p>We understand that the time taken by client/other Govt. agencies in approving the deliverables submitted by consultant at each milestone may not be counted against the time schedule of each deliverable. Please note that time taken for approval for each deliverable may be counted only from the date of approval intimated to consultant by the IWAI.</p>	<p>Key Deliverable Schedule and Stage Payment are to distinct issues. The Consultant has to submit the Key Deliverables as per Deliverable Schedule and Payments shall be released as per the Stage Payment Schedule after due approval of reports by the competent authority. The time taken by client / other Govt. agencies in approving the deliverables is the responsibility of the Consultant and shall not be counted independently against the time schedule for each deliverable.</p>
130.	Clause 6.2 of TOR at Page – 90 of 131 1. TEAM LEADER	<p>Team Leader B. Tech / BE – Civil Engineering, Preferred Qualification – Masters in Structural design / Ports /Harbour / Dock Engineering. Minimum 25 Years of experience out of which at least 15 years shall be in concept &amp; detailed design, preparing Detailed Project Report / Feasibility Report for various Waterway / Port / IWT and allied infrastructure projects. He should have minimum 5 years of experience as a Team Leader / Project Manager in Port / IWT and related infrastructure Projects and should have successfully delivered at least one project in port/ IWT sector in similar capacity.</p>	<p>(a) We request you to please also consider Masters in Geotechnical Engineering as a preferred qualification for Team Leader. (b) Minimum 18 Years of experience out of which at least 15 years shall be in concept &amp; detailed design, preparing Detailed Project Report / Feasibility Report for various Waterway / Port / IWT and allied infrastructure projects.  Please confirm</p>	<p>Request not accepted. Provision(s) of the Tender Document shall prevail.</p>
131.	Clause 6.2 of TOR at Page – 90 of 131 2. DEPUTY TEAM LEADER	<p>Graduate in Engineering / Commerce with Master's Degree in Transport Engineering / MBA in Logistics. 20 years' experience in the field relevant to the assignment. He/she shall be experienced in market research and business development for River Transport projects in developing countries.</p>	<p>It is requested to consider the experts having 15 years experience in the field relevant to the assignment as Dy. Team Leader. He/she shall be experienced in market research and business development for River Transport or any transport projects in developing countries. Please confirm.</p>	<p>Request not accepted. Provision(s) of the Tender Document shall prevail.</p>
132.	Clause 6.2 of TOR at Page – 90 of 131	<p>B. Tech/ BE in Civil Engineering, Preferred Qualification – M. Tech in Structural Engineering. Minimum 20 years of experience in design including 5 years of experience in Port / IWT related designs</p>	<p>It is requested to relax the minimum experience criteria as "8 years of experience in design including 5 years of experience in Port / IWT related designs". Please confirm.</p>	<p>Request not accepted. Provision(s) of the Tender Document shall prevail.</p>



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133.	Clause 6.2 of TOR at Page – 90 of 131  4.Navigation Expert 5. Naval Architect	Minimum 15 years' experience in related field as per the assignment.	It is requested to relax the minimum experience criteria as “10 years of experience in related field as per the assignment”. Please confirm.	Request not accepted. Provision(s) of the Tender Document shall prevail.																																							
134.	Clause 6.2 of TOR at Page – 90 of 131  6. Sociologist	Graduate in Sociology, Preferred Qualification – Masters in Sociology.	We request you to also consider Graduate in Science with Post Graduate Degree in relevant discipline e.g. Anthropology, Social Work. Please confirm	Request not accepted. Provision(s) of the Tender Document shall prevail.																																							
135.	Clause 6.2 of TOR at Page – 92 of 131  13. Hydrographer 15. Survey Engineer	Hydrographer Survey Engineer	(i) Since both experts are responsible to conduct surveys and monitor the progress, we understand that only HYDROGRAPHER as a Key Expert shall be sufficient for this work. Please clarify.  (ii) In place of Survey Engineer, we would request you to include HYDROLOGIST as Key Expert to study & investigation for hydrological/morphological issues in river / canal. Hence kindly include following criteria for Hydrologist in the list of Key personnel; “B.E. / B. Tech (Civil) and M.E./ M.Tech / MSc. (Hydrology) having minimum 15 years experience in the study & investigation for hydrological issues for the execution of hydraulic structures in river / canal / coastal.” Please confirm	Request not accepted. Provision(s) of the Tender Document shall prevail.																																							
136.	Clause 7 of TOR at Page – 92 of 131	Payment Terms <table border="1"> <thead> <tr> <th>SN</th> <th>Report to be delivered</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>After approval of Inception Report</td> <td>15%</td> </tr> <tr> <td>2.</td> <td>After approval of Market Assessment Report</td> <td>15%</td> </tr> <tr> <td>3.</td> <td>After approval of Technical Analysis Report</td> <td>15%</td> </tr> <tr> <td>4.</td> <td>After approval of Draft Detailed Project Report, Presentation and Stakeholder Conference</td> <td>20%</td> </tr> <tr> <td>5.</td> <td>After approval of Final Detailed Project Report</td> <td>35%</td> </tr> </tbody> </table>	SN	Report to be delivered	Payment	1.	After approval of Inception Report	15%	2.	After approval of Market Assessment Report	15%	3.	After approval of Technical Analysis Report	15%	4.	After approval of Draft Detailed Project Report, Presentation and Stakeholder Conference	20%	5.	After approval of Final Detailed Project Report	35%	In view of the tough time schedule and large amount of field work involved, the payment terms are onerous. There is substantial cost and time involved with detail hydrographic surveys, topographic surveys, traffic surveys, data collection and field work. a) The cost of detail hydrographic and topographic surveys shall be arranged and borne by IWAI directly. However Consultant will assist and review the same. b) In light of above, it is requested to modify the Payment schedule as provided below; <table border="1"> <thead> <tr> <th>SN</th> <th>Report to be delivered</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>After Submission of Inception Report</td> <td>10%</td> </tr> <tr> <td>2.</td> <td>On approval of Inception Report</td> <td>5%</td> </tr> <tr> <td>3.</td> <td>After submission of Market Assessment Report</td> <td>10%</td> </tr> <tr> <td>4.</td> <td>On approval of Market Assessment Report</td> <td>10%</td> </tr> <tr> <td>5.</td> <td>After submission of Technical Analysis Report</td> <td>15%</td> </tr> <tr> <td>6.</td> <td>On approval of Technical Analysis Report</td> <td>10%</td> </tr> </tbody> </table>	SN	Report to be delivered	Payment	1.	After Submission of Inception Report	10%	2.	On approval of Inception Report	5%	3.	After submission of Market Assessment Report	10%	4.	On approval of Market Assessment Report	10%	5.	After submission of Technical Analysis Report	15%	6.	On approval of Technical Analysis Report	10%	a. Request not accepted. Provision(s) of the Tender Document shall prevail.  b. Please refer to response at S. No. 5 above.
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			<table border="1"> <tr> <td>7.</td> <td>After submission of Draft Detailed Project Report, Presentation and Stakeholder Conference</td> <td>20%</td> </tr> <tr> <td>8.</td> <td>On approval of Draft Detailed Project Report, Presentation and Stakeholder Conference</td> <td>10%</td> </tr> <tr> <td>9.</td> <td>After approval of Final Detailed Project Report</td> <td>10%</td> </tr> </table> <p>Note: IWAI shall have 21 working days to review to make comments or approve reports/documents. In case of no comments received within the above period, the submitted report deemed to be approved. Please confirm.</p>	7.	After submission of Draft Detailed Project Report, Presentation and Stakeholder Conference	20%	8.	On approval of Draft Detailed Project Report, Presentation and Stakeholder Conference	10%	9.	After approval of Final Detailed Project Report	10%	
7.	After submission of Draft Detailed Project Report, Presentation and Stakeholder Conference	20%											
8.	On approval of Draft Detailed Project Report, Presentation and Stakeholder Conference	10%											
9.	After approval of Final Detailed Project Report	10%											
137.	Clause No. 4 of Data Sheet at Page 37 of 131	Date and time of submission of bids.	We request you to extend the date of submission atleast by 3 weeks from the date of issuance of prebid clarifications. Kindly confirm.	Please refer to the response at S. No. 6 above.									
138.	Clause 2.5 of Section – VII at Page 102 of 131  Clause 2.9.1 of Section – VII at Page 104 of 131	<p>Suspension: The “Employer” may, by written notice of suspension to the Consultant, suspend all payments to the Consultants hereunder if the Consultant fails to perform any of its obligations under this contract, including the carrying out of the assignment, provided that such notice of suspension (i) shall specify the nature of the failure and ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.</p> <p>Termination 2.9.1 By the “Employer”: the Employer may terminate this contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this clause. a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing. b) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings. c) If the Consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing this contract. d) If the Consultant submits to the Employer a false statement which has a material effect on the rights, obligations or interests of the “Employer”. e) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the employer. f) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days. g) If the “Employer”, in its sole discretion and for any reason</p>	<p>It is requested that an objective and consultative process should precede before the Client chooses to exercise its Suspension/ Termination rights under these clauses. To ensure that the clause is not interpreted in a subjective manner, a mechanism should be put in place to objectively capture service related defaults and allocate the accountability to an appropriate party in a transparent manner. Upon Suspension/termination, the Consultant should be paid for the services performed by them till the date of suspension/termination.</p> <p>Please clarify.</p>	IWAI will provide reasonable opportunity for hearing the view point of Consultant and issues will be resolved based on law of natural justice.									

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
		whatsoever, decided to terminate this contract.		
139.	Clause no. 6.9.4.2 (Page No.- 17)	The members of JV/Consortium shall incorporate a Company and register the same under the provisions of Companies Act, 2013, (as their wholly owned subsidiary) to execute the Project, if awarded to the JV/Consortium.	Incorporation and Registering JV/Consortium is standard practice in EPC/PPP projects for developers but in consultancy projects there is no requirement for the same.  Therefore, we request you to kindly remove this clause. Instead, allow Lead to be the one point of contact for communication and payment.	Request not accepted. Provision(s) of the Tender Document shall prevail.
140.	Clause No. 16 (Data Sheet, Page No.- 38)	Consultancy Period - 12 months from the date issuance of LOA.	Surveying and data collection is a major requirement for this project which may require more time and accordingly there is a need to extend the consultancy period for at least another 6 Months i.e. total consultancy period should be 18 Months. Kindly Consider.	Request not accepted. Provision(s) of the Tender Document shall prevail.
141.	7. Payment Terms (Page No.-92)	1. After approval of Inception Report- 15% 2. After approval of Market Assessment Report-15% 3. After approval of Technical Analysis Report-15% 4. After approval of Draft Detailed Project Report, Presentation and Stakeholder Conference-20% 5. After approval of Final Detailed Project Report – 35%	Kindly amend the payment terms as follows: 1. After submission of Inception Report- 15% 2. After approval of Market Assessment Report-15% 3. After approval of Technical Analysis Report-15% 4. After approval of Draft Detailed Project Report, Presentation and Stakeholder Conference-20% 5. On submission of Draft Final Detailed Project Report – 20% 6. On approval of Final Detailed Project Report – 15%	Please refer to the response at S. No. 5 above.
142.	10.1.4 Enclosure – IV (Page No.-26)	The Employer reserves the right to ask for proof of age.....	As there is no age bar mentioned in the RFP, requirement of age proof is not understandable.  Please explain.	Flexibility has been provided for the Consultants to pull best talent.
143.	3. Bidder Eligibility Criteria (Page No.-12)	3.3 Copy of work order/letter of award/letter of work agreement alone shall not suffice ..... along with supporting documents as mentioned in Clause 3.2 above is mandatory to qualify.	For international projects, it is difficult to get a completion certificate from the client, copies of work order and letter of work agreement supported with final invoice/final payment certificate should be sufficient as documentary proof for capability.  Kindly change the clause accordingly.	Request not accepted. Provision(s) of the Tender Document shall prevail.
144.	10.1.4 Enclosure – IV (Page No.- 25)	The Key Personnel must be permanent and full-time employee(s) of the firm.	For this specialized type of projects typical experts, who are not readily available in the market, always prefer to work as project specific freelancer, not as full time basis with the consultancy firm. Therefore, allow freelancers to work as key professional with a certificate of availability during this project period.	Please refer to the response at S. No. 4 & 59 above.
145.	10.1.4 Enclosure – IV (Page No. 26)	For any reasons..... in replacement of key personnel there shall be a deduction of 10% from the total remuneration of the replaced personnel.  In case ..... replacement of key personnel with or without employers' prior consent, such action shall attract a deduction of 5% of remuneration of the replaced personnel.	Kindly allow one replacement free of cost for first time replacement then it may attract the penalty which may be 2.5% and not 5 or 10%.  Kindly Allow.	Request not accepted. Provision(s) of the Tender Document shall prevail.
146.	Data Sheet Clause 10 (Page No. 37)	Average Annual Turnover INR 8.85 Crore	As this is a very specialized type of project with higher capability may be in international level, we request you to increase the turnover up to INR 50 Crores for last 3 financial years which will restrict local firms with small capability to bid.	Request not accepted. Provision(s) of the Tender Document shall prevail.  Further, Clause 16.1.2, Section II of the Tender Document should be read as below:

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response												
(1)	(2)	(3)	(4)	(5)												
			Kindly modify.	<p><i>“Qualification criteria for Average Annual Turnover for last 3 financial years i.e. 2013-14, 2014-15, 2015-16</i> Average annual turnover of the Bidder from consultancy services for last 3 financial years should be at least 100% of the estimated cost of this project.</p> <p><i>In the event of a Joint Venture, all parties combined shall together meet the Qualification requirement of “Average Annual Turnover”</i></p> <p>Clause No. 9 &amp; 10 of Bid Data Sheet, Section III of the Tender Document should be read as follows:</p> <table border="1"> <thead> <tr> <th>Clause No. of Data Sheet</th> <th>Reference of ITB</th> <th>Particulars</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>9</td> <td>6.3</td> <td>Bank Solvency</td> <td>40% of the Estimated Cost of this Project</td> </tr> <tr> <td>10</td> <td>3.4 &amp; 16.1.2</td> <td>Average Annual Turnover</td> <td>100% of the Estimated Cost of this Project</td> </tr> </tbody> </table>	Clause No. of Data Sheet	Reference of ITB	Particulars	Description	9	6.3	Bank Solvency	40% of the Estimated Cost of this Project	10	3.4 & 16.1.2	Average Annual Turnover	100% of the Estimated Cost of this Project
Clause No. of Data Sheet	Reference of ITB	Particulars	Description													
9	6.3	Bank Solvency	40% of the Estimated Cost of this Project													
10	3.4 & 16.1.2	Average Annual Turnover	100% of the Estimated Cost of this Project													
147.	FORM 4A: Form of Tender (Page No-40)	3. I am tendering for the works mentioned in the table below and submitting the EMD for the following Stretches vide RTGS / NEFT/ BG in IWAI Account....	As it is a general practice by NHAI, MORTH, MMRDA to accept total EMD amount in the form of Bank Guarantee, so we request you to accept the EMD in the form of BG only. This will help the consultants to overcome cash flow problem.  Kindly allow full EMD as BG from a scheduled bank.	Please refer to the response at S. No. 6 above.												
148.	4.1.1. Collection and review the available data and reports (Page No-73)	Seasonal flow and discharge conditions, water level variations, soil (suspended sediment, bed and bank) conditions, geological, geomorphologic and all other conditions on the Yamuna River to be collected by Consultant from : the Central Water Commission (CWC); CWPRS Pune, concerned State Departments; the National Remote Sensing Agency; Survey of India; National Water Development Authority; Central Ground Water Board; National Disaster Management Authority; Irrigation Department/Flood Control Departments; Ministry of Water Resources (MoWR) etc.	Data collection cost from CWC, CWPRS, NWDA etc. will be bear by consultant or by client?  Kindly Confirm.	i. All the data available with IWAI will be provided by IWAI to the successful Bidder. Any other document relevant for this DPR that is not available with IWAI will be arranged by the Consultant and the cost will also be borne by the Consultant.  ii. Please refer to the response at S. No. 9 above.												
149.	6.2 Eligibility criteria and roles and responsibility of the key personnel (Page No-90)  2. Deputy Team Leader	Graduate in Engineering / Commerce with Master’s Degree in Transport Engineering / MBA in Logistics. 20 years’ experience in the field relevant to the assignment. He/she shall be experienced in market research and business development for River Transport projects in developing countries.	We understand that as per project requirement, DTL should have completed Master’s Degree in any engineering field and MBA/PGDM as an additional qualification. Commerce Graduate is not a required qualification at all for this project.  Kindly modify.	Request not accepted. Provision(s) of the Tender Document shall prevail.												
150.	6.2 Eligibility criteria and roles and responsibility of the key	Graduate in Engineering / Maritime Studies, Preferred Qualification – MBA in Marketing.	We understand MBA in marketing is not required for Navigation Expert.  Kindly modify.	As per the Tender Document, the minimum educational qualification required for Navigation Expert is “ <i>Graduate in Engineering / Maritime Studies</i> ” whereas “ <i>MBA in Marketing</i> ” is only a preference for this Key Position and not a mandatory requirement for fulfillment of the criterion.												

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
	personnel (Page No-90) 4. Navigation Expert			
151.	6.2 Eligibility criteria and roles and responsibility of the key personnel (Page No-91) 9. Public Private Partnership (PPP) expert	Graduation with Master's degree in Business Administration.	Kindly make this qualification as:  Graduation with Master's degree in Business Administration / Finance.	Request not accepted. Provision(s) of the Tender Document shall prevail.
152.	4.1.2. Study, map and analyze the following (Page No.-73)	i. All existing, man – made structures on the river system (barrages, locks, bridges, HT / LT lines, underwater pipes, power cables, river re – direction or river resistive or bank – protection works).	Components like, underwater pipes, power cables are related to utilities studies, so we may need one Utility expert. Kindly consider this position.	Request not accepted. Provision(s) of the Tender Document shall prevail.
153.	6.4 Taxes (Page No.-16)	It may be noted that the bidder shall have to be registered with GST and shall submit the proof of the same. The reimbursement shall be made as per the applicable taxation rules and regulations.	Is GST registration compulsory before bid or after getting the job?	GST registration is compulsory and has to be submitted along with the Technical Bid.
154.	4.1.3. Undertake physical condition surveys of existing locks / barrages like ITO Barrage, Okhla Barrage, Gokul Barrage etc. and associated works to establish backlog maintenance or other needs; (Page No.-75)	i. Conduct a comprehensive geomorphic study and review and analyze sedimentation processes. The sedimentation study shall be aimed at developing an improved understanding of the significant sedimentation processes within the entire river basin.	Kindly add one Hydrologist position for sediment study as desired in RFP scope.	Request not accepted. Provision(s) of the Tender Document shall prevail.
155.	Form Fin – 3: Consultancy Fees 1. Key Resource (as required)	Structural Engineer – 6 (Minimum Man-months Required)	As it is mentioned in Page No- 89, we require two numbers of structure engineers, and it is written in Page No. 69 minimum man month is required is 6 for this position. Whether the man-month required for individual structure engineer is 3 or 6? Kindly clarify.	It is hereby confirmed that only one (1) Structural Engineer is required for this Consultancy. As such, the man months allocated for this position i.e. six (6) man months is only for one (1) Structural Engineer.

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response												
(1)	(2)	(3)	(4)	(5)												
156.	General Query		a. Kindly provide Interest free mobilization advance after the submission of Bank Guarantee. b. Kindly allow Authorised signatory to sign the CV during the bid and original signature will be provided once we get the job. c. If association as a consortium (No JV) then what will be the term? d. Kindly add one Quantity Surveyor and one Environmental expert and Sewerage Expert position (Please refer Clause-4.1.4, of Page No. 78) to meet the scope of work effectively e. Software cost for sediment analysis will be bear by consultant or client?	a. Request not accepted. Provision(s) of the Tender Document shall prevail. b. Please refer to response at S. No above 20. c. As per the provision(s) of the Tender Document. d. Request not accepted. Provision(s) of the Tender Document shall prevail. e. Software cost for sediment analysis will be borne by the Consultant.												
157.	Clause No. 10.1 (Cover-I: Technical Bid), (Page No. 24)	Enclosure – I, Enclosure – II, Enclosure – III and Enclosure – IV	Kindly advise in which enclosure Form 4K & Form 4L is to be included/submitted.	Please refer to response at S. No. 21 & 22 above.												
158.	Clause No. 4.1.2. (iv) Study, map) (Page No. 74)	iv) Cadastral conditions on river banks and in flood areas	Kindly advise whether Cadastral Survey is to be done by Consultant or not. In case it is to be done by Consultant, we understand that cost of the same should be included in Price.	Cadastral Survey is to be done by the Consultant and the cost to be incurred for the survey shall be borne by the Consultant.												
159.	Clause No. 4.1.2. (iv) (vi) (Study, map) (Page No. 74)	vi) Changes to river courses (based on satellite images of two season for the past 10 years collected by Consultant from various agencies)	We understand that cost of collection of such data as envisaged in scope is to be bear by Consultant. Kindly confirm	Yes. It is hereby confirmed that all the cost to be incurred for data collection from various authorities shall be borne by the Consultant.												
160.	CLAUSE NO. OF DATA SHEET 4. (Page No.-37)	Date & time for submission of Bid....	Sighting many holidays in this month (August), we request you to kindly extend the bid submission date by another 15 days.	Please refer to the response at S. No. 6 above.												
161.	Page No. 30 of 131, Section 16.1.1 - Qualification criteria for consultancy	The "Similar Works" means preparation of Detailed Project Report / Techno – Economic feasibility study for development of navigation channel including river training works, development of water transport facilities and development of Ports, River terminals, IWT terminals, logistics hub etc.	Request you to kindly consider adding review of DPR to Similar works	Please refer to the response at S. No. 1 above.												
162.	Page No. 30 of 131, Section 16.1.1 - Qualification criteria for consultancy		a) 3 similar works each costing not less than INR 3.54 Crores (Rupee Three Crores Fifty Four Lakhs) or Project cost of INR 300 Crores (Rupee Three Hundred Crores) OR b) 2 similar works each costing not less than INR 5.31 Crores (Rupee Five Crores Thirty One Lakhs) or Project cost of INR 450 Crores (Rupee Four Hundred Fifty Crores) OR c) 1 similar work costing not less than INR 7.10 Crores (Rupee Seven Crores Ten Lakhs) or Project cost of INR 700 Crores (Rupee Three Hundred Crores)	Request not accepted. Provision(s) of the Tender Document shall prevail. Also, please refer to the response at S. No. 1 above.												
163.	Page No. 92 of 131, Section 7.1 – Payment Terms	<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Reports to be Delivered</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>After approval of Inception Report</td> <td>15%</td> </tr> <tr> <td>2.</td> <td>After approval of Market Assessment Report</td> <td>15%</td> </tr> <tr> <td>3.</td> <td>After approval of Technical</td> <td>15%</td> </tr> </tbody> </table>	Sl. No.	Reports to be Delivered	Payment	1.	After approval of Inception Report	15%	2.	After approval of Market Assessment Report	15%	3.	After approval of Technical	15%	We would like to draw your kind attention over review of payment terms linked to Sl. No. 2 & 3, for the reasons, as in present scenario prior to market assessment study, a vessel size analysis to ply upon shall needs to be carried out through proper review / analysis of existing as well as features to be modified of waterway through technical analysis of same. Later a trade basket potential with regard to vessel size can be assessed for further evaluation.	Please refer to the response at S. No. 5 above.
Sl. No.	Reports to be Delivered	Payment														
1.	After approval of Inception Report	15%														
2.	After approval of Market Assessment Report	15%														
3.	After approval of Technical	15%														

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response									
(1)	(2)	(3)	(4)	(5)									
		<table border="1"> <tr> <td></td> <td>Analysis Report</td> <td></td> </tr> <tr> <td>4.</td> <td>After approval of Draft Detailed Project Report Presentation and Stakeholder Conference</td> <td>20%</td> </tr> <tr> <td>5.</td> <td>After approval of Final Detailed Project Report</td> <td>35%</td> </tr> </table>		Analysis Report		4.	After approval of Draft Detailed Project Report Presentation and Stakeholder Conference	20%	5.	After approval of Final Detailed Project Report	35%	<p>Accordingly keeping in view of inter-alia of market assessment and technical evaluation of reports, payment terms may please be suitably revised.</p> <p>We also request to revise SI. No. 4 &amp; 5 terms as following –</p> <p>4. After approval of Draft Detailed Project Report, Presentation and Stakeholder Conference - 40%</p> <p>5. After approval of Final Detailed Project Report - 15%</p>	
	Analysis Report												
4.	After approval of Draft Detailed Project Report Presentation and Stakeholder Conference	20%											
5.	After approval of Final Detailed Project Report	35%											
164.	Page No. 30 of 131, Section 16.1.1 - Qualification criteria for consultancy	The "Similar Works" means preparation of Detailed Project Report / Techno – Economic feasibility study for development of navigation channel including river training works, development of water transport facilities and development of Ports, River terminals, IWT terminals, logistics hub etc.	Request you to kindly consider adding review of DPR / Master Planning as Similar works	Please refer to the response at S. No. 1 above.									
165.	Page No. 31 of 133, Detailed Marking Scheme	<p>a) General experience of the consulting firm in preparation of detailed project reports / feasibility reports – three marks will be given for each similar work assignment limiting to maximum of total 9 marks.</p> <p>b) Specific experience of the consulting firm in preparation of Detailed Project Report / Techno – Economic feasibility study for development of navigation channel including river training works, development of water transport facilities and development of Ports, River terminals, IWT terminals, logistics hub etc. – three marks for similar work assignment limiting to maximum of total 12 marks</p> <p>c) Bonus marks for successfully completed two similar work having consultancy value more than 15 crores</p>	<p>Request you to kindly change the criteria as below-</p> <p>a) For satisfying the minimum qualifying criteria – 10 Marks (Page 30 of 133)</p> <p>b) General experience of the consulting firm in preparation of detailed project reports / feasibility reports / Master Planning – three marks will be given for port assignment limiting to maximum of 6 marks.</p> <p>c) Specific experience of the consulting firm in preparation of Detailed Project Report / Techno – Economic feasibility study / Review of DPR for development of navigation channel including river training works, development of water transport facilities and development of Ports, River terminals, IWT terminals, logistics hub, industrial hub, Smart Industrial Port City, etc. – three marks for each assignment limiting to maximum of total 6 marks.</p> <p>d) Bonus marks for successfully completed two PMC work having consultancy value more than 6 crores in Ports Sector Maximum Marks – 3 Marks</p>	Please refer to the response ay S. No 73 above.									
166.	Page 25 of 133, Section 10.1.4 b. (i)	The key personnel must be permanent and full time employee of the firm.	Request you to kindly relax the clause to state that only the Team Leader, Structural Engineer and Geotechnical Engineer to be a permanent and full time employee with the firm.	Request not accepted. Provision(s) of the Tender Document shall prevail. Also, please refer to the response at S. No. 4 above.									
167.	Page 30 of 133, Section 16.1.2	Average annual turnover of the Bidder from consultancy services for last 3 financial years i.e. 2013-14, 2014-15 and 2015-16 should be atleast INR 8.86 Crores (INR Eight Crores Eighty Six Lakhs only)	<p>Request you to kindly consider the following</p> <p>Average annual turnover of the Bidder from consultancy services for last 3 financial years i.e. 2013-14, 2014-15 and 2015-16 should be at least INR 50 Crores (INR Fifty Crores only)</p>	Request not accepted. Provision(s) of the Tender Document shall prevail.									
168.	General	Additional Clause to ensure proper delivery	<p>Liability for Compensation –</p> <p>1. By consultant – limited to 100% of Consultant's fee.</p> <p>2. By the insurance company – The Consultant or either member of Consortium must have Professional indemnity insurance of INR 50 Crores (Rupees Fifty Crores), purchased from an insurance company registered in India. A copy of the insurance will be provided along with the bid documents.</p>	Please refer to response at S. No. 110 above.									

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
169.	Section – 4 Clause – 4.1 Sub Clause – 4.1.1 & 4.1.2 Page 73 of 131	<p><b>4.1.1 Collection and review the available data and reports</b> i. All relating data of bathymetric and topographic survey carried out by the IWAI for Yamuna River from Delhi to Allahabad stretch for an average width of 400 mtrs. for cross sectional surveys at 200 mtr interval shall be provided to the Consultant.</p> <p><b>4.1.2 Study, map and analyse the following</b> viii. Undertake surveys from high bank to high bank (excluding Bathymetric survey, the data for the same will be provided by IWAI) and additional survey necessary to fill data gaps and record details after physical verification, wherever necessary. ix. Undertake survey to verify the vertical and horizontal clearance of all man made structure on river system (barrages, locks, bridges, HT / LT lines, underwater pipes, power cables, river re – direction or river resistive or bank – protection works). This shall include digital terrain modelling (Latest technologies as per IHO Standards) of the entire river system.</p>	<p>It is understood from the referred clauses that IWAI will provide the Bathymetric Survey data and charts of Yamuna River from Delhi to Allahabad stretch, for an average width of 400 m., to the Consultant. However, the consultant needs to carry out Bathymetric survey from high bank to high bank for the DPR studies. In this scenario, kindly clarify the applicability of IWAI survey data, as anyhow, the Consultant needs to carry the Bathymetric Survey data from high bank to high bank. The digital terrain modelling of the river also require detailed bathymetric data from high bank to high bank as an input.</p>	<p>a. Please refer to response at S. No. 3, 9 &amp; 62 above.</p> <p>b. The Consultant is free to use the data provided by IWAI. IWAI data to the extent is useful for preparing the quality report satisfying all the requirements of the ToR.</p>
170.	Section – 4 Clause – 4.1 Sub Clause – 4.1.4, iii, (d) Page 77 of 131	Would existing flood flow storage in upstream tributaries be possible to provide for the intended “needed flow” (fully or partially) when required? What is the minimum additional flood flow storage to be created, and where, and if such locations of storage will be viable, environmentally benign?	<p>It is understood from the referred clause, that DPR study also requires survey and investigation of upstream tributaries for :</p> <p>Analysing the possibility of minimum flows from existing dams, barrages or other flood flow storage reservoirs to maintain minimum navigational draft in Yamuna river from Delhi to Allahabad. Estimating the capacity of minimum additional flood flow storage to be created. Identifying the location and viability of additional flood flow storage. Kindly Confirm.</p>	It is hereby clarified that the Consultant has to undergo or conduct physical survey for assessing the availability of the water and also has to satisfy the requirement of ToR as proposed from secondary sources and give in the report with adequate justification and back up data.
171.	Section – 6 Clause 4 Page 73 of 131	Unless the scope of work is explicitly restricted in the Contract, Scope of Work under the Contract shall include but shall not be limited to following:	Request you to kindly specify and elaborate scope of work to its fullest extent without keeping its interpretation open ended. Kindly delete the words “but shall not be limited to following:” from the general statement.	The Scope of Work has been well drafted and self-explanatory.
172.	Section – 6 Clause 6.2 Sub Clause –ii, Page 90 of 131	Deputy Team Leader Graduate in Engineering / Commerce with Master’s Degree in Transport Engineering / MBA in Logistics. 20 years’ experience in the field relevant to the assignment. He/she shall be experienced in market research and business development for River Transport projects in developing countries	We request you to kindly change the requirement for total years of experience in the relevant field to 10 years.	Request not accepted. Provision(s) of the Tender Document shall prevail.
173.	Section – 6 Clause 6.2 Sub Clause –iii, Page 90 of 131	Structural Engineer B. Tech/ BE in Civil Engineering, Preferred Qualification – M. Tech in Structural Engineering. Minimum 20 years of experience in design including 5 years of experience in Port / IWT related designs.	We request you to kindly change the requirement for total years of experience in the relevant field to 10 years.	Request not accepted. Provision(s) of the Tender Document shall prevail.



S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response																																																						
(1)	(2)	(3)	(4)	(5)																																																						
174.	Section – 6 Clause 6.2 Sub Clause –iv, Page 90 of 131	Navigation Expert Graduate in Engineering / Maritime Studies, Preferred Qualification – MBA in Marketing. Minimum 15 years' experience in related field as per the assignment. He should have experience of traffic survey of waterways/river/canal or similar facilities.	We request you to kindly change the requirement for total years of experience in the relevant field to 10 years.	Request not accepted. Provision(s) of the Tender Document shall prevail.																																																						
175.	Section – 6 Clause 6.2 Sub Clause –ix, Page 91 of 131	Public Private Partnership (PPP) Expert Graduation with Master's degree in Business Administration. Minimum 10 years' of experience in structuring PPP options for transport related investments	We request you to kindly change the requirement for total years of experience in the relevant field to 8 years.	Request not accepted. Provision(s) of the Tender Document shall prevail.																																																						
176.	Section – 6 Clause 7 Sub Clause – 7.1, Page 92 of 131	Existing Payment Terms <table border="1"> <thead> <tr> <th>Sl. No</th> <th>Reports to be delivered</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>After approval of Inception Report</td> <td>15%</td> </tr> <tr> <td>2</td> <td>After approval of Market Assessment Report</td> <td>15%</td> </tr> <tr> <td>3</td> <td>After approval of Technical Analysis Report</td> <td>15%</td> </tr> <tr> <td>4</td> <td>After approval of Draft Detailed Project Report, Presentation and Stakeholder Conference</td> <td>20%</td> </tr> <tr> <td>5</td> <td>After approval of Final Detailed Project Report</td> <td>35%</td> </tr> </tbody> </table>	Sl. No	Reports to be delivered	Payment	1	After approval of Inception Report	15%	2	After approval of Market Assessment Report	15%	3	After approval of Technical Analysis Report	15%	4	After approval of Draft Detailed Project Report, Presentation and Stakeholder Conference	20%	5	After approval of Final Detailed Project Report	35%	Request you to kindly modify the payment milestones as indicated in the table below; <table border="1"> <thead> <tr> <th>Sl. No</th> <th>Reports to be delivered</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Mobilization Advance on signing of consultancy agreement</td> <td>10%</td> </tr> <tr> <td>2</td> <td>On submission of Inception Report</td> <td>10%</td> </tr> <tr> <td>3</td> <td>After approval of Inception Report</td> <td>5%</td> </tr> <tr> <td>4</td> <td>On Submission of Market Assessment Report</td> <td>10%</td> </tr> <tr> <td>5</td> <td>After approval of Market Assessment Report</td> <td>5%</td> </tr> <tr> <td>6</td> <td>On submission of Technical Analysis Report</td> <td>10%</td> </tr> <tr> <td>7</td> <td>After approval of Technical Analysis Report</td> <td>5%</td> </tr> <tr> <td>8</td> <td>On submission of Draft Detailed Project Report, Presentation and Stakeholder Conference</td> <td>15%</td> </tr> <tr> <td>9</td> <td>After approval of Draft Detailed Project Report, Presentation and Stakeholder Conference</td> <td>5%</td> </tr> <tr> <td>10</td> <td>On submission of Final Detailed Project Report</td> <td>15%</td> </tr> <tr> <td>11</td> <td>After approval of Final Detailed Project Report</td> <td>10%</td> </tr> </tbody> </table>	Sl. No	Reports to be delivered	Payment	1	Mobilization Advance on signing of consultancy agreement	10%	2	On submission of Inception Report	10%	3	After approval of Inception Report	5%	4	On Submission of Market Assessment Report	10%	5	After approval of Market Assessment Report	5%	6	On submission of Technical Analysis Report	10%	7	After approval of Technical Analysis Report	5%	8	On submission of Draft Detailed Project Report, Presentation and Stakeholder Conference	15%	9	After approval of Draft Detailed Project Report, Presentation and Stakeholder Conference	5%	10	On submission of Final Detailed Project Report	15%	11	After approval of Final Detailed Project Report	10%	Please refer to the response at S. No. 5 above.
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177.	General	Last date of Bid Submission is 21st August 2017.	Request you to kindly extend the Bid submission date by at least 3 to 4 weeks.	Please refer to the response at S. No 6 above.																																																						
178.	Page no. 14 Clause 6.1	EMD – Rs.17,80,000/- EMD for the mentioned amount shall be deposited to IWAJ Fund through RTGS	We request you to please reduce the EMD to 5 Lacs. Entire EMD amount is to be paid by RTGS. Please allow the consultants to submit Bank Guarantee for EMD.	Please refer to the response at S. No. 2 & 8 above.																																																						
179.	Page 37 Data Sheet	Date of Submission : 21st August, 2017	Looking at the massive technical proposal submission A detailed study for submitting financials and Key Personnel's is required. Hence request you to provide atleast 3 weeks' time for submission after receipt of prebid clarification points.	Please refer to the response at S. No. 6 above.																																																						
180.	Page 92	Hydrographer	Higher qualification in Hydrography & surveying. This is a very niche field. Very few key personnels undertake this higher qualification in Hydrography.	Request not accepted. Provision(s) of the Tender Document shall prevail.																																																						

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
			Request you to remove preferential qualification	
181.	Page 91	Sociologist Graduate in Sociology, Preferred Qualification – Masters in Sociology. Minimum 10 years of working experience in Indian Subcontinent environment, with particular reference to resettlement and other social impacts of large transportation infrastructure projects.	Request you to consider Graduate in Civil and Master's in Environment for this position also.	Request not accepted. Provision(s) of the Tender Document shall prevail.
182.	Page 90	Structural Engineer	Please consider experience in River Bridge designing along with Port/IWT related designs	Request not accepted. Provision(s) of the Tender Document shall prevail. Also, please refer to the response at S. No. 1 above.
183.	Clause 6.1.1 page 14, EMD: Bidders shall furnish EMD of the amounts as mentioned in Section III Data Sheet	In case of a JV, the EMD shall be furnished by the Lead Member. EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS in the following account	As allowed and provisioned in Form 4A, kindly amend clause 6.1.1 as well to submit EMD as Bank Guarantee; as it would enable us to utilize our working capital efficiently.	Please refer to the response at S. No. 2 above.
184.	Page 73, clause 4 (Detailed scope of work), sub clause 4.1.1- collection and review the available data and reports	Ten year monthly minimum and maximum water level data will also be provided by IWAI for analysis by the Consultant.	<p>a. Is there a feasibility report available with IWAI? Can this be used as a starting reference point for the DPR</p> <p>b. Please specify the class of waterway to be developed as that would help understand the dredging and structure modification requirements.</p> <p>c. Please clarify the type of Hydro-geomorphologic data would be provided by IWAI for project execution.</p> <p>d. Please specify types of surveyors and locations required (if any mandatory) as this would help in budgeting the project</p>	<p>a. The feasibility report is available with IWAI. DPR Study is to be conducted from downstream Wazirabad Barrage to Sangam, Allahabad.</p> <p>b. The Consultant is to suggest a development for Waterway atleast two number of classes for optimum utilisation of the waterway.</p> <p>c. Hydro-geomorphologic data and its type to be collected by the Consultant at his own cost from concerned authorities.</p> <p>d. Survey is to be conducted as per the IHO Guidelines and accordingly, the selection of Surveyor is the responsibility of the Consultant.</p>
185.	Page no 30, Clause 16.1.1, Qualification criteria for Consultancy services	<p>The bidder should have successfully completed and/or substantially completed "Similar Works" in the previous 7 (seven) years ending from the Bid Submission Last Date as per the criteria specified below:</p> <p>a. 3 Similar works each costing not less than INR 3.54 Crores (Rupee Three Crores Fifty Four Lakhs) or</p> <p>b. 2 Similar works each costing not less than INR 5.31 Crores (Rupee Three Crores Fifty Four Lakhs) or</p> <p>c. 1 Similar works each costing not less than INR 7.10 Crores (Rupee Three Crores Fifty Four Lakhs)</p>	Given the sector is fairly nascent in India, we would request you to kindly lower the project value or alternatively allow experience of other infrastructure sectors (viz highways, rail, metro etc) as well; to allow for healthy competition.	Request not accepted. Provision(s) of the Tender Document shall prevail. Also, please refer to the response at S. No. 1 above.
186.	Page 12 clause 3.5, Page 41, Form 4A, Point 8	Any entity which has been barred by the Central Government, any State Government, a statutory Employer or a public-sector undertaking, or International Funding Agency (World Bank, ADB, JICA etc.), as the case may be, from participating in any project, and the bar subsists as on	Request you to kindly remove this clause for healthy competition in the bid.	Request not accepted. Provision(s) of the Tender Document shall prevail.

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
		<p>the Bid submission date, would not be eligible to submit Bid.</p> <p>If my/ our tender is accepted, I/We am/are to be jointly and severally responsible for the due performance of the Contract. I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public- Sector Undertaking or Multilateral or International Aid Agency/Development Bank. Any such discovery by IWAI at any stage of the tender/contract may result in disqualification of the firm or cancellation of the contract.</p>		
187.	<p>Page17, Clause 6.9.4.2</p> <p>Page 60, Form 4L, Point 3, Covenants</p> <p>Page 61, Pont 6 Shareholding</p>	<p>The members of JV/Consortium shall incorporate a Company and register the same under the provisions of Companies Act, 2013, (as their wholly owned subsidiary) to execute the Project, if awarded to the JV/Consortium.</p> <p>The Parties hereby undertake that in the event the JV/Consortium is declared the Preferred Bidder and awarded the Project, it shall incorporate a wholly owned company under the provisions of Indian Companies Act, 1956, in whose subscribed and paid up capital, the Preferred Bidder i.e. the parties herein shall collectively hold 100% equity during the License Period.</p> <p>The Lead Member of such Preferred Bidder JV/consortium shall at all time during the License Period hold equity equivalent to ..... (as per clause 6.9.2) of the subscribed and paid up capital in the special purpose company incorporated by the parties to work as the Consultant. Further, other consortium members whose technical/financial eligibility shall have been used for the purpose of qualification under this TENDER shall hold ..... (as per clause 6.9.3) equity in the subscribed and paid up capital contractor during the License Period; Provided however that Authority may in its sole and absolute discretion permit a JV/consortium member to divest [in full/partially] its equity shareholding in the subscribed and paid up capital of the Consultant. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the tender for "The Work".</p>	<p>JV/consortium is typically incorporated as a separate SPV in case of construction works on PPP and not for consulting services. Hence would request to remove this condition.</p>	<p>Request not accepted. Provision(s) of the Tender Document shall prevail.</p>
188.	<p>Page91, Clause 6, Manpower Requirement and Qualifications, Sub clause 6.2, Point 9</p>	<p>PPP expert: Graduation with Master's degree in Business Administration. Minimum 10 years' of experience in structuring PPP options for transport related investments</p>	<p>Kindly allow Master's degree in Urban / Transport/ Construction Planning as well.</p>	<p>Request not accepted. Provision(s) of the Tender Document shall prevail.</p>



S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
189.	Clause 3.5, Section II, Page 12	Any entity which has been barred by the Central Government, any State Government, a statutory Employer or a public sector undertaking, or International Funding Agency (World Bank, ADB, JICA etc.), as the case may be, from participating in any project, and the bar subsists as on the Bid submission date, would not be eligible to submit Bid.	We request a change in the Basic Eligibility Criteria, specifically pertaining to debarment of firms by various agencies including multilateral funding agencies, from both of the above captioned & the future projects, so that we get a fair chance to participate in the bid for the sake of healthy competition. May we also request for at least 30 more days for submission of bids, after minutes of pre-bid meeting are published as this will enable us to get a suitable inputs from European partners.	Request not accepted. Provision(s) of the Tender Document shall prevail. Also, please refer to the response at S. No. 6 above.
190.	Clause no 4 of Data sheet Page 37	Date & time for submission of bid	In order to submit a competent & quality bid, these kinds of tender require at least 15 working days from the date of receipt of pre-bid queries.	Please refer to the response at S. No 6 above.
191.	NIT, Critical Data Sheet	Bid Submission Last Date: 21 <sup>st</sup> August 2017, upto 1500 hrs	It is requested to kindly extend the last date of bid submission by at least two week so that the bidders get enough time to prepare the bids and submit the same to IWAI.	Please refer to the response at S. No 6 above.
192.	Section III Data Sheet, Clause no. 7 (EMD) Section III Data Sheet, Clause no. 8 (Cost of Tender Document)	EMD: Rs. 17,80,000/- (Indian Rupees Seventeen Lakh Eighty thousand only) shall be deposited to IWAI Fund through RTGS. Tender Fees: Rs. 1,000/- (Indian Rupees one thousand only) shall be deposited to IWAI Fund through RTGS.	In this regard we bring to your kind notice that the organizations which are registered with NSIC under Single Point Registration Scheme are eligible to get the benefits specified under Public Procurement Policy of Micro and Small Enterprises Order 2012 as notified by the Gov. MSME, New Delhi vide. Gazette Notification dated 26.03.2012 which is as follows:  <ul style="list-style-type: none"> <li>• Issuance of tender set free of cost</li> <li>• Exemption from payment of EMD</li> <li>• In tender participation micro and small enterprises quoting price within price band L1 + 15% shall also be allowed to supply/provide services a portion upto 20% of requirement by bringing down their price to L1 price where L1 is non MSEs.</li> </ul> <p>Considering the above and Kindly grant us exemption from submission EMD and Tender Document Fee.</p> <p>*Guidelines issued by the MSME has been attached for ready reference</p>	Request not accepted. Provision(s) of the Tender Document shall prevail.

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Notes:

1. For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year compounded annually.
2. Bidders should mention the maximum value of similar works as defined in Clause 16.1.1 of ITB executed during the last seven years (adjusted last day of the month previous to the one in which this Tender is invited).
3. In case of foreign currency, it should first be escalated at the rate mentioned above and then the amount so derived shall be converted to INR at the exchange rate prevailing last day of the month previous to the one in which this Tender is invited.
4. Exchange rate should be taken from official website of RBI (<https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx>)
5. In case, exchange rate for the currency in consideration, is not available on RBI website (mentioned above), Bidders shall quote exchange rates from websites such as [www.xe.com](http://www.xe.com), [www.oanda.com](http://www.oanda.com), along with copy of the exchange rate used by the Bidder for the conversion.
6. Any additional comments / information to substantiate that the said work conforms to the specified similar works can also be indicated by the bidder, as deemed fit.

Please limit the description of each project in two A4 size sheet of paper. Descriptions exceeding two (02) A4 size sheet of paper may or may not be considered for evaluation.

only

FORM 4B: Eligible Projects

Format for Responsiveness of Bid (Eligible Projects) Project Specific Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an Joint Venture (JV) for carrying similar works under this assignment.]

“Similar Works<sup>1</sup>” have been defined in Clause 16.1.1 of ITB and would mean “preparation of Detailed Project Report / Techno – Economic feasibility study for development of navigation channel including river training works, development of water transport facilities and development of Ports, River terminals, IWT terminals, logistics hub etc.”

S. No.	Client Name <sup>2</sup> , Name of work & location of project	Contract Value in INR	Date of start of work	Scheduled completion date	Actual completion date	Details of work (including Similar Work)	Remarks
		Financial <sup>3</sup> value of similar work satisfactorily completed / substantially <sup>4</sup> completed					

Firm's Name : .....

Authorized Signature : .....

<sup>1</sup> Exhibit only those projects completed in the last Seven (7) years from the Last Date of Bid Submission.

<sup>2</sup> The Bidder shall submit proof of experience from the Client for meeting the minimum qualification details. The Client Certificate submitted by the Client shall contain the details as enlisted in Clause 3.2 of ITB. The works claimed by the Bidder, if not supported with proof of completion / substantial completion as laid down under Clause 3.2 of ITB and defined hereinafter in Footnote 4 below from the Client will not be considered.

<sup>3</sup> Against the Contract of works having several components other than the Similar Works, only the relevant component shall be evaluated for contract value, payment value and the actual execution period for the relevant component only should be submitted / specified.

<sup>4</sup> Substantially completed projects as defined in Clause 3.2 of ITB shall be supported by client certificates with the name of the work including component breakup of relevant work to the extent of similar work, work order value, start date, percentage of similar work completed till date of issue of the Tender in Financial terms (Net Payment received against the Contract).

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