

CONSULTANCY SERVICES FOR CONDUCTING FEASIBILITY STUDY ALONG WITH PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR CONSTRUCTION OF IWT TERMINAL BETWEEN BADARPUR & BHANGA IN THE STATE OF ASSAM ON RIVER BARAK (NW – 16)

Tender No. IWAI/PR16/Bhanga-Badarpur/2018-19

RESPONSE TO PRE-SUBMISSION QUERIES OF THE BIDDERS

Date of Pre-Bid Meeting: 20th June 2019 at 1500 hrs

S. No.	Section No., Clause No., Sub Clause No. and Page No. of Tender Document	Tender clause description	Query / Suggestion / Clarification Sought of the Bidder	Response by IWAI
(1)	(2)	(3)	(4)	(5)
1.	Section-II (ITB), clause no. 10.1.4, Part-IV, sub clause-b (vii)	No key personnel involved should have attained the age of 65 (sixty five) years at the time of the submitting the bid	In consideration of allowing domain experts having age upto 70 years as the consultants for World Bank/ADB and other external funding projects including JMVP on NW-1, it is requested that the key consultants up to the age of 70 years are considered for this project.	Request not accepted. Provision(s) of the tender document shall prevail.
2.	Section-VIII (Annexes), Annex – II: Format of Bank Guarantee Form for Performance Security	Format of Bank Guarantee Form For Performance Security in Case of Award of the Project 2. We, (Bank) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or Tribunal relating thereto, liability under	In this connection we request IWAI to consider the following amendments to the Format of Bank Guarantee Form For Performance Security:- 2. We, (Bank) undertake to pay the Employer any money so demanded (upto bank guarantee value) notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before	Request not accepted. Provision(s) of the tender document shall prevail.

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		<p>this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.</p> <p>3. We, (Bank) further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Acceptance and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or</p>	<p>any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.</p> <p>3. We, (Bank) further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Acceptance and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date</p>	

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		till the scheduled date of completion of Works as per the Agreement. We(Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharge this Guarantee after 90 days beyond the completion period of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.	of completion of Works as per the Agreement or till the expiry of bank guarantee whichever is earlier. We (Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharge this Guarantee after 90 days beyond the completion period of the said contract or till the expiry of bank guarantee whichever is earlier unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the	

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		<p>6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR ((Rupees..... only) and shall remain in force until Or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended dateALL YOUR RIGHTS UNDER THE GUARNTTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.</p>	<p>case may be.</p> <p>6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR ((Rupees..... only) and shall remain in force until or till the expiry of bank guarantee whichever is earlier, or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended dateALL YOUR RIGHTS UNDER THE GUARNTTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein. Kindly confirm the same.</p>	

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(1)	(2)	(3)	(4)	(5)
3.	Section-VII (Conditions of Contract), clause no-5	For All Bidders except MSME Registered Firms: The successful bidders' EMD will be converted in to Security Deposit (SD) and the successful bidder has to remit balance amount of Security Deposit (i.e. Total 5% Security Deposit deducting EMD submitted with technical bid) in IWAI Fund through RTGS as per the details mentioned in ITB. Bank guarantee will not be accepted as Security Deposit.	In this regard we request IWAI to accept the Security Deposit (SD) i.e. 5% of the quoted value in the form of Bank Guarantee. Kindly confirm the same.	Request not accepted. Provision(s) of the tender document shall prevail.
4.	Section II (ITB), clause no-15	Bid Opening, evaluation & Responsiveness	After online opening of the technical & financial bids , it is requested to intimate the bidders on the status of each stage either through the portal or email as the case may be besides the announcement	Noted and shall be ensured.

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			nearing the openings:- i) on the number of bids received for technical evaluation ii) information on the responsive / nonresponsive bids iii) Name of the technically qualified bidders and their technical score iv) Name of bidders eligible for financial opening and their quoted price	
5.	Section-II (ITB), clause no-16.3, 16.4 and Section-III (Data Sheet)	i) Financial & Final Evaluation for award ii) Method of selection	Although, the method for selection of the bids for awarding the consultancy is based on QCBS (70:30), the criteria for negotiation is not mentioned in case the quoted price by the bidder having the highest QCBS score is higher than the estimated cost of the project mentioned in	It is hereby clarified that the proposal securing the highest combined marks and ranked H-1 can be invited by the Employer for negotiations to facilitate decision on award of contract (if required). The Corrigendum of the same shall be

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			the RFP. As per the standard practice in the case of QCBS method of selection, the estimated cost is usually not considered and accordingly the bidder with highest QCBS score is invited for negotiation for awarding the project	issued in this regard.
6.	Section-III, item no-15	Consultancy Period	Considering the detailed scope of work for a number of components of this project and nature of data collection, analysis particularly mathematical modelling & the project site being in NER, the period of consultancy also needs to be increased to at least to 10 (ten) months from the date of the issuance of the LOA.	Request not accepted. Provision(s) of the tender document shall prevail.

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(1)	(2)	(3)	(4)	(5)
7.	Section-IV (Terms of Reference) clause no – 5.15 (iii)	After the submission of the draft DPR, the consultant shall prepare the list of the stake holders and conduct meetings along with IWAI & Govt. of Tripura at Noida/Agartala for seeking the views of the stakeholders and incorporate same in the DPR.	IWAI should conduct the stakeholders meetings at the identified locations at its cost & responsibility. However, the consultant may assist in the preparation of the list of the stakeholders and attend the meetings at its cost for giving presentation on the project for obtaining their views for revising the DPR.	Request not accepted. Provision(s) of the tender document shall prevail.
8.	Section-IV (Terms of Reference) clause no- 6 (b) of Notes	The report shall be signed by the team leader and key consultants for the relevant chapter. Further, only team leader can make correspondence with IWAI.	While, we agree for complying the requirement of signing by the team leader and key consultants for the final report, we have some reservation and thereby request that the project manager as appointed and intimated may be allowed to make correspondence.	The correspondences shall be done with the representative of the Consultant signing the Contract on behalf of the Consultant. The Corrigendum of the same shall be issued in this regard.
9.	Section-VI,	Study for Technical Feasibility of both	It is suggested that for a proper technical	Since the requirement is only w.r.t

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	clause no-3.4	the alternative terminal sites	<p>feasibility study including data collection and mathematical modelling will have to be carried out for both the sites using standard mathematical modelling software.</p> <p>In this respect, we request to</p> <p>i) Kindly assist us in obtaining the relevant & essential data from CWC, irrigation department of Tripura. IWAI should also handover the data as available.</p> <p>ii) Indicate the type of mathematical modelling of 1D/2D/3D and the standard software to be used in this regard</p>	<p>stability of navigation channel and river bank, it is expected that a very high level of mathematical modelling may not be required.</p> <p>i) To facilitate the Consultant to obtain data from various Government and other agencies, IWAI will provide necessary assistance through letters authorising the Consultant to obtain the data for the purpose of the study. All follow up etc. in this regard will have to be done only by the Consultant. IWAI will also supply all the data available with it for this purpose. The Consultant is also expected to collect data already available in the public domain for the purpose of this study.</p>

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				ii) For mathematical modelling Consultant to evolve an appropriate methodology and the minimum technical level (1D / 2D / 3D) of software to be used to achieve the stated objective as per relevant industry standards. The Consultant shall ensure that all data collected is quality assured and corrected wherever applicable.
10.	Section-VI clause no – 6.1	Mode of Payment	It is requested to release the payment through RTGS/NEFT within 15 days	Request not accepted. Provision(s) of the tender document shall prevail.
11.	Section-II, clause 2 (b), Pg. 7 of 103	(iv) Bid Submission Last Date – 09.07.2019	To submit a robust proposal, we would request the Authority to kindly extend the due date for proposal submission by at least 2 weeks from the date of issuing clarifications.	IWAI will ensure 14 days' time for uploading the Bid from the date of uploading of minutes of Pre-bid meeting.

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12.	Section-VI (ToR), clause 3.4, Pg. 54	JTC Report	It is requested to share the draft report mentioned in clause 1.5 & 1.7 so as to optimize the costing.	Provision of tender document prevails. Note to Clause 1.7 of ToR of Section VI prevails and if provide, any Bidder whosoever wishes to collect the report can obtain the copy of the same through written request from the following address: <i>Director (NER), Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301</i> However, the Consultant is required to fill up the missing gaps in the relevant data during the course of his assignment.
13.	Section-III: Bid Data Sheet, Pg. 30	5.1 – The estimated cost of work – Rs. 84 lakhs + GST	After reviewing the scope of work, the estimated cost of work seems to be on lower side. Hence, it is requested to kindly recheck and revise the estimated cost of	Request not accepted. Provision(s) of the tender document shall prevail.

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			work.	
14.	Section-II: ITB, clause 6.9	Bids by Joint Venture / Consortium Bids by Joint Venture / Consortium is not allowed	We would request the authority to allow for consortium. The detailed scope of work (given in clause 3) explains a significant portion of Traffic assessment and economic and financial assessment, while the rest is Technical in nature. It is unlikely that a technical firm will have good traffic and financial assessment qualifications and personnel. They generally hire free lancers for this job which could result in lower quality output. Hence, Consortium should be allowed of at least 2 firms	Request not accepted. Provision(s) of the tender document shall prevail.
15.	Pg. 30 of 103	Estimated cost of work – INR 84 lakh excl. GST	We believe the estimated cost of work is substantially low (20-30% low) as far as scope of work is given in clause 3. We	Request not accepted. Provision(s) of the tender document shall prevail.

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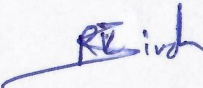
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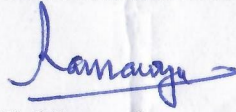
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			request the authority to look into the figure and revise it upwards.	
16.	Section-VI (ToR), clause 6.3	The payment shall be only made against submission and approval of Reports by the Employer.	We request the authority to change this and make the approval applicable only for Draft Final DPR.	Request not accepted. Provision(s) of the tender document shall prevail.
17.	Section-VI (ToR), clause 66	Team leader: Preferred Qualification Masters in Structural design / Ports & Harbour / Dock Engineering	Would request to allow for MBA to be added to this.	Request not accepted. Provision(s) of the tender document shall prevail.


(Ashish Yadav)

Dy. Director (Finance)


(R.K. Singh)

Dy. Director (NER)


(S.R. Maurya)

Director (NER)