

**Sub: Minutes of pre-bid meeting for engagement of consultant for preparation of Detail Project Report (DPR) for construction of IWT terminal at Sahibganj in Jharkhand (India) on river Ganga (NW-1) – reg.**

1. List of participant present in the meeting is annexed at Appendix 'A'.
2. The pre-bid meeting between Tender Evaluation Committee (TEC) Members and the interested participants was held on 15.01.2015 at Head Office, Noida.
3. During the meeting, queries/ clarifications were raised by the participants and it was clarified in the pre-bid meeting that replies to all the queries raised by the bidders will be uploaded in the website of IWAI ([www.iwai.nic.in](http://www.iwai.nic.in)) and e-procurement Portal (<http://eprocure.gov.in/eprocure/app>).
4. The detail of queries and their replies / clarifications are as follows:

Sl. No.	Queries	Replies / clarifications
1.	<p><u>Clause 19</u> <u>Force Majeure</u>: If the work.....consultant.</p> <p>Please replace the given clause with the following:</p> <p>“Both parties shall keep a record of circumstances referred to above which are responsible for causing delays in the execution of the services and shall give notice to the other party of any such cause as soon as it occurs. An event of Force Majeure where so ever it occurs, provided it affects either party in fulfilling its obligations under his contract, will justify the affected party’s claim of Force Majeure. Should one or both the parties be prevented from fulfilling their contractual obligations by a State of Force Majeure lasting continuously for one month, the parties shall consul with each other regarding the future execution of the contract and if no satisfactory solution is arrived at between the parties within a period of two months, either party shall have the right to terminate this contract.”</p> <p>Further in case of such a termination, the consultant shall be paid for the amount of work done till the time of such termination.</p>	<p>This is the standard General condition of contract. The change proposed by the prospective bidder is not agreed to.</p>
2.	<p><u>Clause 21</u> <u>Arbitration</u></p> <p>Inland Water Authority of India (IWAI) and EIL being CPSE's the relevant clause for arbitration will be Permanent Machinery of Arbitration. Therefore kindly replace the Arbitration clause with following:</p> <p>“In cases of any differences, the same shall be resolved by mutual discussions and agreement, within a time period of 30 days. However, if the dispute is not resolved mutually between the parties, the following shall apply for</p>	<p>This is the standard General condition of contract. The change proposed by the prospective bidder is not agreed to.</p>

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	<p>resolution of disputes:</p> <p>“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law &amp; Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively? The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator. The place of arbitration shall be New Delhi. The arbitrator shall give reasons for the award.”</p> <p>The services under this contract shall be continued during the arbitration proceedings, unless otherwise agreed in writing by parties or unless it is proved that the services cannot possibly be continued during the arbitration proceedings.</p>	
<p>3.</p>	<p><u>Clause 22</u>  <u>Termination:</u> If the contract ..... agency.</p> <p>Bidder requests IWAI to add the following with the existing clause:</p> <p>“In case of termination of contract due to any reasons, the Consultant shall be compensated for the amount of work done till the time of such termination.”</p> <p>“Consultant shall also be vested with the right to terminate in case of non-payment of dues within 30 days of raising the invoice.”</p>	<p>This is the standard General condition of contract. The change proposed by the prospective bidder is not agreed to.</p>
<p>4.</p>	<p><u>New Clause</u></p> <p>Please add following as a New clause:</p> <p>“Consultant’s overall liability under this Contract for all guarantees or warranties of whatsoever nature, whether expressed or implied, and for all causes whatsoever, shall be limited to providing corrective assessment reports without any additional cost to Company, for reasons solely attributable to Consultant, provided that no such liability shall lie two months after the date of completion of Consultant’s services as defined under this Contract.”</p>	<p>No change is considered in the existing clause.</p>

5.	<p><u>New Clause</u></p> <p>Please add following as a New clause:          "Nothing in this Contract shall be construed to have imposed any liability on Consultant, for defects or otherwise, if Consultant has to depend on data, process, technical information provided by Company and/or by others on behalf of Company and if any part or parts thereof are found to be misleading, inaccurate, incomplete, unsatisfactory or deficient for any reason or circumstances beyond Consultant's control."</p>	<p>No change is considered in the existing clause.</p> <p>Please refer Clause 5 (Terms of reference of the assignment) of the Tender.</p> <p><i>"Available data / information to be provided by IWAI (on request of consultant) are of indicative nature. The correctness / accuracy are to be ascertained by the consultant before considering in the report. The consultant is responsible for any data reflected in DPR."</i></p>
6.	<p><u>New Clause</u></p> <p>Please add following as a New clause:          "Consequential Damages: In no case the Consultant shall be responsible for any penalty or consequential, indirect losses and damages such as loss of use or revenue, products or profits."</p>	<p>No change is considered in the existing clause.</p>
7.	<p><u>General:</u></p> <p>Kindly specify the project design period for which the facilities need to be designed.</p>	<p>As per standard practice / relevant code.</p>
8.	<p><u>Section-5, 1st Paragraph &amp; Point (xvi)</u></p> <p><u>Terms of Reference (ToR) of Assignment:</u>          First paragraph under section 5 is contradicting with the point (xvi) under same head. Kindly clarify whether the tender is to be prepared only for EPC module.</p>	<p>The first para of section 5 and sub-para 5(xvi) are not contradictory. In sub-para 5 (xvi), Consultant is requested to suggest institutional mechanism etc.</p>
9.	<p><u>Section-5 point (iii)</u></p> <p><u>Terms of Reference (ToR) of Assignment:</u>          Kindly, clearly specify the list of the data which can be made available to the consultants. Since it is required to establish the consultant's efforts to complete the project. It will also have the time impact in collection or conducting studies for such data.</p>	<p>Please refer clause no. 5 and 8 of tender document.</p>
10.	<p><u>Section-5 Point (v)</u></p> <p><u>Terms of Reference (ToR) of Assignment:</u>          Collection of land details from revenue department. It is suggested that once the land is identified by the consultant, IWAI should collect the owner details or relevant information from state revenue department. The other option would be creating an interface amongst Consultant, IWAI and the concerned department.</p>	<p>No change is considered in the existing clause 5(v). IWAI will only issue necessary letter to the District Administration for authorizing the consultant to collect the information/ record.</p>

11.	<p><u>Section 6.1, Sr. no. (vii)</u></p> <p><u>Key Experts' Qualifications &amp; Competence for Assignment:</u></p> <p>Bidder requests that the education qualification for "General Economist" may please be considered as <u>Graduation / Post-Graduation</u> in Economics.</p>	<p>Graduation in Economies will be considered also. However, additional weightage will be given for Post-graduate qualification. The relevant para [6.1 (sl. no.-vii)] may be read as follows:</p> <p><i>"Minimum 10 years.....evaluation of project economics etc. The incumbent must possess Degree in Economics. Must have previous working experience of at least ... study project."</i></p>
12.	<p><u>Sec. 8.0</u></p> <p><u>Information to be Supplied to Consultants:</u></p> <p>Bidder requests IWAI to provide data/reports regarding Hydrographic survey, current data, soil data, vessel sizes proposed to be berthed, details of other IWT terminals for reference.</p>	<p>Available data / information to be provided by IWAI (on request of consultant) are of indicative nature. The correctness / accuracy are to be ascertained by the consultant before considering in the report. The consultant is responsible for any data reflected in DPR. Further, with regard to vessel size, may please refer clause 4 (Objective of the study) of tender document.</p>
13.	<p><u>Sec.5 (iv) Soil Investigation</u></p> <p><u>Terms of Reference (ToR) of Assignment:</u></p> <p>Bidder requests to IWAI to provide specification for Geo Technical Investigation to be carried out.</p>	<p>No change is considered in the existing clause.</p>
14.	<p><u>Sec.8.0</u></p> <p><u>Information to be Supplied to Consultants:</u></p> <p>Bidder requests IWAI to provide total list of items intended to be handled at the proposed berth / terminal including domestic coal for performing the DPR.</p>	<p>Please refer existing Clause 4 (Objective of the study) and Clause 5 (Terms of reference) of tender document.</p>
15.	<p><u>Sec.8.0</u></p> <p><u>Information to be Supplied to Consultants:</u></p> <p>Bidder requests IWAI to provide list of available data / details which will be provided to bidder for performing the DPR including available geotechnical, geophysical data, traffic projections terminal layouts and structural drawings of existing IWT terminals in the waterway etc. for reference and use during DPR preparation.</p>	<p>Please refer Clause 8 of tender document. No additional data will be provided.</p>
16.	<p><u>Page 5: 2. Instructions to Consultants (ITC)</u></p> <p>As the work scope involves versatile aspects of consulting services such as IWT, Railways and Roadways, EIA, EMP, SIA etc., can the consultant form as JV or association for performing the scope of works.</p> <p>If so what shall be the evaluation criteria?</p>	<p>Yes, Joint Venture is allowed. Refer <b>Annex-1</b> in this regard.</p>

17.	Approvals from Concerned authorities are not envisaged for the preliminary design of railway and roads please.	Please refer Clause 3, 4 & 5 of tender document.
18.	The consultant expects that no site office establishment is required. Please confirm. Based on necessary field surveys, services of Key expert will be made available from HO only. Please confirm.	This is up to the Consultant.
19.	As riverine structure word is not specific, we request to confirm if the Detailed Project Reports confirming to the following riverine items can be considered into eligibility.  Barrages on Rivers Gravity Canals, water tunnels Delivery mains, Surge pools, Pump Houses Cross Masonry & Cross Drainage Structures Macro planning of distributaries Balancing reservoirs, Spillways Head Regulators, Guide bunds Gates and Joists, Power Dams Landscaping works	Any big Civil Engineering structure across or on the bank of river may be considered as riverine structures. However, additional weightage will be given for structure like jetties.
20.	<u>2. Instructions to Consultants:</u> <u>3 – Background</u>  (iv) It is requested to upload/ deliver a copy of the Hydrographic Survey Chart of the Site, to the bidders;  (v) Whether a copy of the Study Report (prepared through RITES) on Integrated National Waterways Transportation. Grid/ its Recommendation – as applicable, can be made available to the bidders?  (v) Please confirm, whether DPR for this IWT Terminal shall be developed, only as domestic thermal coal based multi modal IWT terminal, with additional capacity for transport of stone chips?  It is also presumed that apart from Railway and River Transportation, Coal Transportation, by trucks, shall also be considered while developing the multi-modal terminal.	(iv) The latest chart of Hydrographic Survey will be uploaded on IWAI website ( <a href="http://www.iwai.nic.in">www.iwai.nic.in</a> ).  (v) Soft copy of RITE'S report is available on IWAI website ( <a href="http://www.iwai.nic.in">www.iwai.nic.in</a> ).  (v) Please refer Clause 3, 4 & 5 of tender document.
21.	<u>5. Terms of Reference (ToR) - (i)</u>  Traffic Data/ Projections: If the first hand Traffic Data/ Projections are available with IWAI?	Please refer Clause 5 & 8 of tender document.
22.	<u>Terms of Reference – (v)</u>  Whether topo survey sheets of the earmarked site available? And/ or any prel. exercise on land acquisition /mapping is done?	Please refer Clause 5 & 8 of tender document.
23.	<u>TOR – (xii)</u>  What type of packaged goods of approx. lot size up to 1tonne wt. are envisaged for handling at the berth and shore sides; and, at what frequencies?	Please refer Clause 3, 4 & 5 of tender document.

24.	<p><u>TOR – (xiii): Presentation</u></p> <p>a) In order to limit expenses. Presentation of DPR may please limited to two – one at IWAI head office, Noida; and, the other, at State level.</p> <p>b) State of art IT based system for operation, management and maintenance of the entire terminal complex – Is it only specifying the software/ methodology or in details (Detailing will call for good time and money).</p>	<p>a) No change in the existing clause.</p> <p>b) Software/ methodology for the IT based system should be explained properly for enabling EPC contractor to do the detailing in future.</p>
25.	<p><u>TOR – 6.1</u></p> <p>Key Experts – Please review whether “Hydrographic Expert” is essential in developing a DPR for IWT Terminal</p>	Hydrographic Expert is essential.
26.	<p><u>TOR – 7.0</u></p> <p>The Time Schedule needs to be reviewed and modified considering the extent of data collection, field survey and investigation (as per TOR).</p> <p>It is suggested; please make an overall time frame of 37 weeks (9months), and submission of draft DPR, by the end of 24<sup>th</sup> week.</p>	No change in the time schedule.
27.	<p><u>TOR – 10.1: Eligibility Criteria</u></p> <p>Please confirm that the Experience of all the members of the Associated firms, as well as the Qualification/ Experience of the Key Persons nominated, shall be given due credit during technical evaluation.</p>	Yes, please refer Clause 10 of tender document.
28.	<p><u>Page No. 11, Clause 5.i)</u></p> <p>Review of traffic ..... stone chips.</p> <p>Please clarify the radius for projecting the traffic survey. Do we need to conduct fresh traffic survey/ studies or only review the previous projections in the present scenario.</p>	Please refer Clause 3, 4 & 5 of tender document.
29.	<p><u>Page No. 14, Clause i)</u></p> <p>Data in respect ..... with other modes.</p> <p>It is mentioned that the DPR should contain land survey, Hydrographic survey, hydrological data, etc. But in Terms of Reference there is no mention about the details of survey to be conducted by consultants. These quantities should be freeze &amp; mentioned in the tender document for competitive bidding. This will also be useful for comparison of bids during evaluation. Please clarify.</p>	<p>Please refer Clause 5 (Terms of reference of the assignment) of the Tender.</p> <p>The requirement should be judiciously judged by the consultant.</p>
30.	<p><u>Page no. 16, Clause 6.vi)</u></p> <p><u>Hydrographic Expert:</u> Minimum 8 years’ experience ..... recognized university.</p> <p>B.E. (Civil) with 8 years’ experience/ D.C.E with 10 years’ experience with relevant experience may please be considered.</p>	Graduate Engineer or equivalent with experience in relevant field will also be considered.
31.	<p><u>Page No. 16, Clause 6.xii)</u></p> <p><u>Material handling expert:</u> Minimum .... relevant discipline.</p> <p>B.E. (Civil/Mech.) with minimum 10 years’ experience in relevant field may be considered.</p>	Bachelor’s Degree or equivalent with experience in the relevant field will also be considered.

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32.	<p><u>Page No. 14, Clause iii)</u> Terminal layout plan ..... by the consultant.</p> <p>There may be requirement of undertaking Hydrology studies and Mathematical model studies &amp; to evaluate the morphological changes of the River to decide the location of the Terminal, water levels during monsoon/flood &amp; lean season flows may be required. These may be included in the scope of studies, it felt necessary.</p>	Please refer Clause 3, 4 & 5 of tender document.
33.	For the position of Team Leader, we suggest that the working of higher professional qualification be replaced with experience. If required, the experience of 15 years may be replaced with 25 years.	Existing qualification and experience of Team Leader replaced as under:  Port Engineering expert (Team Leader): Minimum 15 years of experience in planning, designing, construction, preparing upto ..... firm of constants. Should be a University Graduate. However, additional weightage will be given for Post-graduate qualification
34.	Is Hydrographic Survey required to be carried out for the project site or Hydrographic details will be made available to the consultant?	Please refer Clause 3, 4 & 5 of tender document.
35.	<p>As majority of the work will be done on submission of draft final report, we request you for the revised payment schedule as given below:</p> <p>(a) After signing of agreement and against Bank Guarantee issued by a Nationalized / Scheduled Bank, valid for a period till submission of Draft Final Report. 10%</p> <p>(b) On submission of Inception Report 20%</p> <p>(c) On submission of Draft Report 35%</p> <p>(d) On submission of Draft Final Report including tender document both RFQ &amp; RFP on EPC concept 20%</p> <p>(e) On submission of Final Report 10%</p> <p>(f) On acceptance of Final Report 5%</p>	No change in the existing clause.
36.	<p><u>Page No. 11, xv, 5</u> <u>Terms of Reference</u> (xv) Examine and bring ..... taken up by IWAI.</p> <p>Please clarify in detail what is expected by:</p> <p>Examine and bring out in sufficient details and back up papers detailing the need of obtaining environmental clearances.</p>	As per para 5 (xv) of page 13 and 5 (x) of page 14 only assessment are required to be done.
37.	<p><u>Page No. 14, x, 5</u> <u>Terms of Reference</u> (x) Assessment ..... Ministry of Environment.</p> <p>Please clarify whether a socio-environment impact assessment study has to be done.</p> <p>Request you to exclude the Environmental studies and relocation from the scope of works.</p>	No detail study is envisaged. However, <sup>in tend PR,</sup> TORs for making <sup>such</sup> studies should be included. <sup>by the consultant</sup>

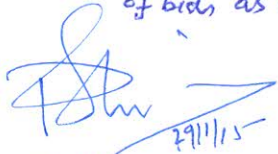
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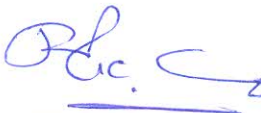
38.	<p><u>Page No. 14</u>  <u>Reports to be Submitted, 5.</u>  <u>Terms of Reference</u>  Inception Report ..... Include. ....  (iv) Final Detailed ..... For the work.</p> <p>The term Preliminary Design appears in the requirements for each deliverable. Kindly clarify the level / extent of design engineering to be done in each stage.</p> <p>Request you to revise the description of Inception Report as follows:  Inception Report consisting of reports and details of all studies and data collection, analysis of data, reconnaissance survey of terminal site, review of traffic projection and potential traffic for time frame 2015, 2020 &amp; 2025.</p>	<p>Page 14, Clause 5:i, sub-head (Reports to be submitted) may be read as follows.</p> <p><i>"Inception Report consisting of reports and details of all studies and data collection, analysis of data, reconnaissance survey of terminal site, review of traffic projection and potential traffic for time frame 2015, 2020 &amp; 2025 with broad terminal layout plan including various facilities and any other information, the consultant may like to include."</i></p>
39.	<p><u>Page No. 16, Clause 6.1</u>  <u>Key Experts &amp; Page no. 17, Clause 6.2, Replacement of Key Personnel.</u>  The above list .....  Except ..... Key Experts.</p> <p>The clauses are contradictory. Please clarify.</p>	<p>In page no. 16, Clause 6.1  The following is deleted:</p> <p><i>"The above list is indicative and the Consultant is free to reduce/ exceed the number of expert as deem fit for preparing a quality DPR for construction of IWT terminal as per TOR within the specified time frame."</i></p>
40.	<p><u>Page No. 24, Clause 15.2</u>  <u>Stages of Payment</u></p> <p>The Payment Schedule and the Schedule of Deliverables do not match. Request you to provide a schedule for submission of Draft Final Report.</p>	<p>No change in the existing clause. Please refer clause no. 15.2 (Stages of Payment)</p>
41.	<p><u>Page No. 17, Clause 7a)</u>  <u>Time Schedule / Submission of Reports</u></p> <p>Also confirm that the number of presentation to be made shall be limited to 3.</p> <p>Please also confirm that all the comments by IWAI on the Draft reports shall be communicated to the Consultant at one go which the consultant will incorporate into the Final Report.</p>	<p>No change in the existing clause.</p>
42.	<p><u>Page No. 32, Clause 16.6</u>  <u>Professional Liabilities</u>  The consultant ..... Their parties.</p> <p>Request you to limit the liability of the Consultant to an amount equal to the Consultancy Fees agreed for the project.</p>	<p>No change is considered in the existing clause.</p>
43.	<p><u>Page No. 33, Clause 20.ii</u>  The aggregate ..... Contract value.</p> <p>Request you to reduce the maximum of liquidated damages to 5% of total contract value.</p>	<p>This is the standard General condition of contract. The change proposed by the prospective bidder is not agreed to.</p>
44.	<p><u>Page No. 3, Notice Inviting Tender &amp; Page no. 20, Clause 9.3</u></p> <p>Request you to extend the bid submission date by three weeks i.e. upto 9<sup>th</sup> March, 2015.</p>	<p>No change is considered in the existing clause.</p>



45.	<p>Page No. 3, Notice Inviting Tender &amp; Page no. 24, Clause 13</p> <p>Request you to delete the requirement of EMD.</p>	No change is considered in the existing clause.
46.	<p>Clause 10 Eligibility Criteria/ Evaluation Criteria 10.1 Eligibility Criteria (a) (iii) Page No. 20 Note: Similar Works ..... logistics hub etc.</p> <p>Kindly modify the definition of similar works to "Providing consultancy services for preparation of detail project reports / techno economic feasibility study/ Detailed Engineering/ PMC Services for construction of Ports, river terminals, riverine structure, IWT terminals, logistics hub, port related developmental works such as Dredging etc.</p> <p>Kindly include FR/DPR for Capital Dredging Project with detailed traffic study, financial and economic analysis.</p>	Dredging activity cannot be considered under similar works. PMC services for construction of Ports, river terminals, riverine structure, IWT terminals, logistics hub, port related developmental works can be considered as similar works.
47.	<p>The present consultancy tender is expected to be very high especially in costs. In order to ascertain a quality output, it is suggested to admit the Joint Venture firms for such works.</p>	Yes, Joint Venture is allowed. Refer <b>Annex-1</b> in this regard.

*Note: Please refer clause 9.3 on page 20 of tender document and read date of submission of bids as 16.02.2015 in place of 15.02.2015.*

  
(P. K. Srivastava)  
Hydrographic Chief

  
(R. P. Khare)  
Member (Technical)

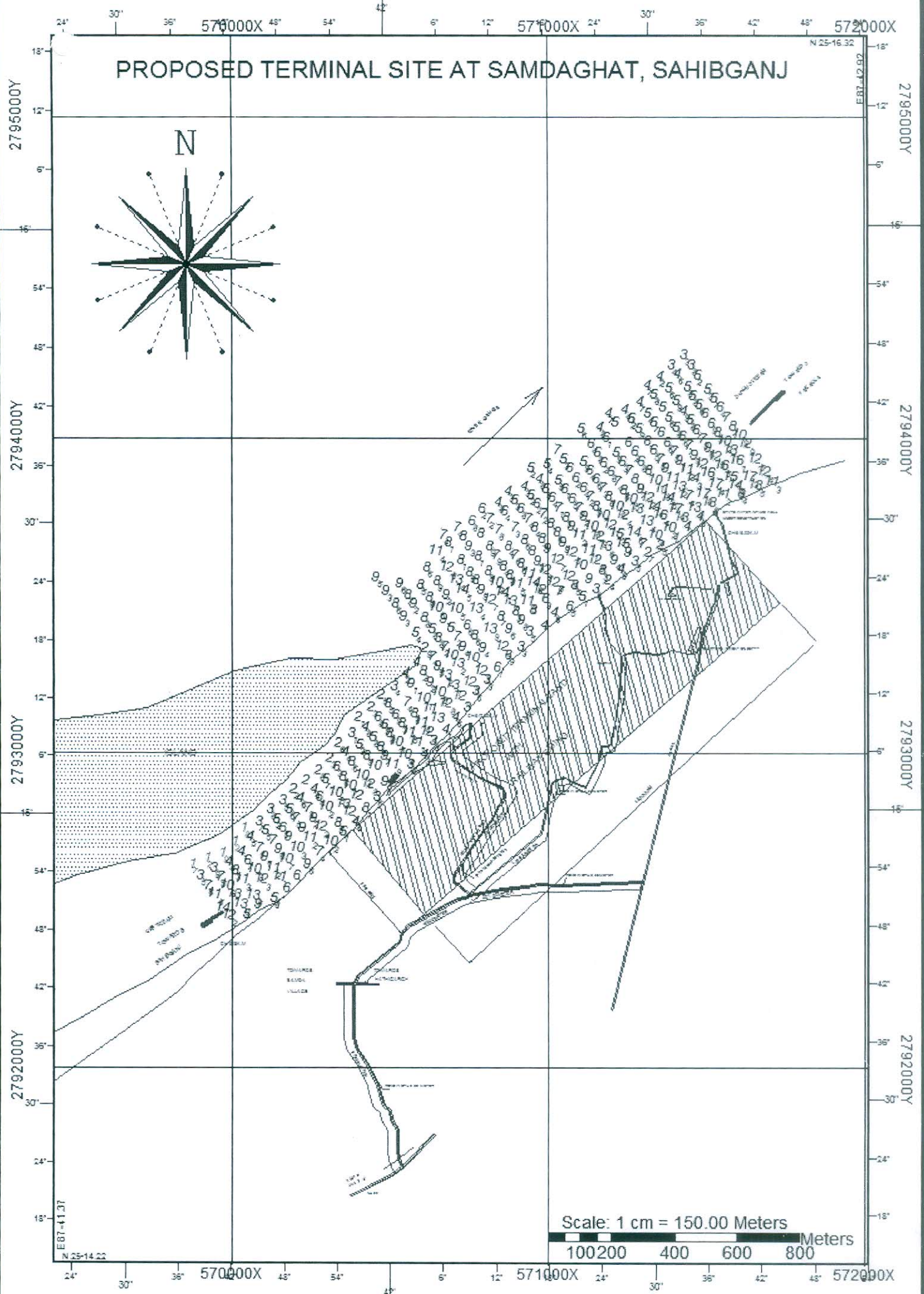
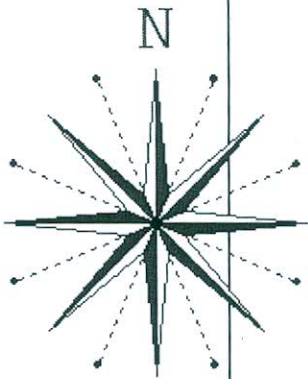
(Pravir Pandey)  
Member (Finance)

## APPENDIX – A

The pre bid meeting for engagement of consultant for preparation of Detail Project Report (DPR) for construction of IWT terminal at Sahibganj in Jharkhand (India) on river Ganga (NW-1) was held on 15.01.2015 at Head Office Noida in the Chairmanship of the Member (Technical), IWAI and the following firms were participated.

1. M/s Engineers India Limited (EIL), 1, Bikaji Cama Place, New Delhi – 110066.
2. M/s Aarvee Associates Architects, Engineers and Consultants Pvt. Ltd., 2, Shambhu Dayal Bagh, 1<sup>st</sup> Floor, Kalkaji, Opp. Modi Mill, New Delhi – 110020.
3. M/s Development Consultants Private Limited (DCPL), 24 Park Street, Kolkata – 700016.
4. M/s WAPCOS Ltd., 2<sup>nd</sup> Floor, No. 2C, Jai Durga Apartment, 38/2, First Avenue, Ashok Nagar, Chennai-600083.
5. M/s Howe Engineering Projects (India) Pvt. Ltd., Howe India House, 81, Nehru Place, New Delhi – 110019.
6. M/s Royal Haskoning DHV India Private Limited, Platinum Techno Park, 502-505, 5<sup>th</sup> Floor, Plot No. 17 & 18, Sector 30-A, Vashi, New Mumbai – 400703.
7. M/s TATA Consulting Engineers Limited (TCE), 247 Park, 4<sup>th</sup> Floor, Tower A, LBS, Marg, Vikhroli (West), Mumbai – 400083.
8. M/s Salient Projects Pvt. Ltd., Plot No. 217, Road No. 78, Jubilee Hills, Hyderabad – 500033.

# PROPOSED TERMINAL SITE AT SANDAGHAT, SAHIBGANJ



Scale: 1 cm = 150.00 Meters

