

**Subject:** Consultancy services for Preparation of Detailed Project Report towards the Development of World Class Cruise Terminals at Patna, Bihar

**Reference:** IWAI/JMVP-II/CruiseTerminal/Patna/Consultancy/2025

**CPP Portal Tender no:** 2025\_JMVP\_873395\_1

**Response to the pre-bid queries**

Sr. No	Reference	As per tender	Bidder's Query	Employer's Response																											
M/s TRACTEBEL ENGINEERING Pvt. Ltd.																															
1	Clause 17.5 & 17.6 at Page No. 17 Data Sheet ITC Clause 2.2	The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “TECHNICAL PROPOSAL”.... Similarly, the original Financial Proposal..... No hard copy of Bid is required to be submitted.	Both the clauses are contradictory to each other. We understand that the submission of the bid documents is to be done only through electronic mode on e-procurement portal and there is no requirement to submit hard copies of either the Technical Proposal or the Financial Proposal to the Client. Please Confirm	Please refer clause 17.1 of ITC in BDS: “The Consultants have to submit their Proposals electronically. The Client shall use the following electronic-procurement system to manage this Selection process: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ”  Tender condition prevails.																											
2	Clause 28.4 at Page No. 22	.....circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity	We understand that the incapacity also includes the resignation, prolonged illness, medical incapacity and unavailability of proposed expert, which are beyond the reasonable control of the Consultant. In such cases, substitution of the concerned expert shall be acceptable to the Client. Please Confirm	No change. Tender condition prevails.																											
3	Clause 3. Payment Terms at Page No. 70	<table><tr><th colspan="3">Payment Terms</th></tr><tr><td>Sl. No.</td><td>Reports to be delivered</td><td>Payment as %age of total contract value (applicable for the DPR</td></tr><tr><td></td><td></td><td></td></tr></table>	Payment Terms			Sl. No.	Reports to be delivered	Payment as %age of total contract value (applicable for the DPR				<table><tr><td colspan="3">We request Authority to kindly consider the following payment terms to maintain the cashflow of the project</td></tr><tr><td>Sl. No.</td><td>Reports to be delivered</td><td>Payment as %age of total contract</td></tr><tr><td></td><td></td><td></td></tr></table>	We request Authority to kindly consider the following payment terms to maintain the cashflow of the project			Sl. No.	Reports to be delivered	Payment as %age of total contract				<table><tr><td colspan="3">Deliverables at page no 70 may be read as:</td></tr><tr><td>Sl. No</td><td>Activity</td><td>Timeline</td></tr><tr><td></td><td></td><td></td></tr></table>	Deliverables at page no 70 may be read as:			Sl. No	Activity	Timeline			
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4	Note at Page No. 71	The Consultant is liable to provide the consultancy services during the implementation of this projects on as required basis. No extra payment for rendering services during defects liability period will be made to the Consultant.	We understand that the Consultant's scope of work, as per the RfP, is limited to the preparation of the DPR. However, the clause regarding consultancy services during the Defects Liability Period implies additional obligations which would result in extra costs to the Consultant. Since such services fall outside the DPR scope, the associated remuneration cannot be subsumed within the DPR consultancy fees. We therefore request the Authority to kindly remove the Defects Liability	No change. Tender condition prevails.																																										

			Period obligations from the Consultant's scope of work.	
5	Clause 21.1 Part-A at Page No. 30	Sr. No. 1 Sub row : Organizational strength of consultant	We understand that the requirement regarding the Organizational Strength of the Consultant in terms of number of employees including the experts from relevant domain of expertise required for this assignment, is to be demonstrated and confirmed through an "official HR Declaration" issued by the Consultant. This declaration would serve as an authentic record of the firm's manpower strength and organizational capacity. Please Confirm	Consultant's understanding is in line with the requirement as per RFP.  Tender condition prevails.
6	Clause 21.1 Part-A at Page No. 30-31	Part A: Mandatory Criteria – the format is placed in Section-3 (Annexure-I) Sr. No. 3: Consultant should have been engaged in conducting similar activities for the past 7 years – copy of Certificate of Completions to be submitted along with the EOI	We understand that there may be a typographical error in the document, where the term "EOI" has been mentioned. Considering the context, it appears that the intended term should be "Proposal/Bid."	It may be read as Proposal/ Bid.
7	Clause 21.1 Part-A at Page No. 31	Sr. No. 3 d Profile of the Persons likely to be deployed for this Assignment. Please enclose details of methodology to be adopted – the Team Size & CV of the Team Leader & others.	We understand that the assignment services are home-based, hence there is no deployment at site, only site visit as and when require along with discussion at Client's (IWAI) Office, Noida whenever called/required. We also request to Authority, kindly indicate the tentative number of site visit expected during the course of the assignment, so that the same may include into our financial proposal.	No change. Tender condition prevails.
8	Clause 21.1 Part-B at Page No. 31	a) a minimum of 2 completed projects of similar nature to be submitted. Each project shall be awarded 10 marks.	We request Authority to kindly consider 4 completed projects of similar nature for awarding the maximum 5 marks under the relevant technical criteria.	No change. Tender condition prevails.

			Allowing this consideration will provide the Authority with technically qualified and competent consultants, for the successfully delivering the assignment. Kindly Confirm	
9	ToR Sub-clause 1.1 at Page No. 66	The Consultant shall collect and review the Feasibility Study for Patna as available with IWAI	We understand the feasibility study and other related reports are available at IWAI Noida Office and successful bidder shall collect these report from there only. Please also clarify that only IWAI's internal reports, investigation studies, and related data will be collected and reviewed by the consultant. Therefore, data from secondary sources is not required to be considered or examined by the consultant. Kindly Confirm	No change. Tender condition prevails.
10	Sub-clause 1.1.1 (ii) & (iii) at Page No. 66	Any additional hydrographic survey	Please confirm that the investigation fee for conducting any additional hydrographic survey will be borne by IWAI and not by the consultant.	All the cost required for successful completion of the services as per the RFP to be borne by the Consultant. Tender condition prevails.
11	Sub-clause 1.1.3 (i) at Page No. 66	The Consultant shall carry out geo-technical investigation (boreholes)	We request Authority to clarify the tentative number and depth of boreholes to be undertaken as part of the geotechnical investigations, since this has significant cost implications for the Consultant. Further, we request confirmation on whether IWAI will facilitate the necessary permissions for carrying out borehole drilling activities along the riverbanks and on adjoining land.	All the cost required for successful completion of the services as per the RFP to be borne by the Consultant. Tender condition prevails.
12	Sub-clause 1.1.7 (iii) at Page No. 66	Analyse and assess disturbances to riverbed and riverbanks (mainly erosion & disturbance to the habitats) for which riverbed samples needs to be collected; and	We kindly request the Authority to confirm whether the cost of sampling and laboratory testing of riverbed/riverbank materials is to be borne by the Consultant or by IWAI.	All the cost required for successful completion of the services as per the RFP to be borne by the Consultant. Tender condition prevails.

13	Clause 17.1 Force Majeure at Page No. 92 - 93	Force Majeure For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.	We request Authority to kindly include provisions to the following effect: "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, terrorism, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, Pandemics, Endemics or other industrial action, confiscation or any other action by Government agencies.	No change. Tender condition prevails.
14	Clause 41 Mode of Billing and Payment at Page No. 103	41.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment....	With reference to the payment terms specified under Clause 41.2.2 of the RFP, we note that the provision allows for payment to the Consultant within sixty (60) days after receipt of deliverables and invoice, subject to approval of the deliverables by the Client. However, as per the FIDIC Conditions of Contract (Clause 7, Page 18), payments to the Consultant are to be released within twenty-eight (28) days from the date of submission of the Consultant's invoice. In view of this, we kindly request the Authority to revise the payment terms to 28 days from the date of receipt of invoice and deliverables by the Client, in alignment with the FIDIC conditions.	No change. Tender condition prevails.

15	41.2.3	<p>41.2.3 The Final Payment</p> <p>... The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period,...</p>	<p>With reference to Clause 41.2.3 of the RFP, we note that the final payment is stipulated to be released within ninety (90) calendar days after receipt of the final report, subject to the Client's approval.</p> <p>In order to maintain reasonable cash flow and ensure timely closure of accounts, we respectfully request the Authority to reduce this period to sixty (60) calendar days, such that the last lump-sum installment shall be deemed approved for payment by the Client within 60 days of receipt of the final report, unless written notice of deficiencies is issued within this period.</p> <p>Kindly Confirm</p>	No change. Tender condition prevails.
16		<p>Submission of bid : 15.09.2025 15:00 PM</p>	<p>We request authority to provide atleast 3 weeks' time from the date of response of pre-bid queries to the applicant to prepare a fully comprehensive and responsive proposal.</p>	Suitable time shall be given after uploading pre-bid responses on CPP portal.
M/s MECON Ltd				
17		<p>General</p>	<p>As per the tender provisions, it is understood that bids may be submitted either individually or as a Joint Venture. We would like to participate through a Consortium arrangement. In this regard, we kindly request you to confirm whether a Consortium shall be considered equivalent to a Joint Venture for the purposes of this tender. Your confirmation on this matter will help us to proceed accordingly. This may be kindly clarified at your end.</p>	<p>Please refer 14.1.1 of RFP for the same.</p> <p>Tender condition prevails.</p>
<b>M/s. Inros Lackner Ind Pvt Ltd. And M/s. Inros Lackner SE. Germany</b>				

18		Presently the bid submission date is 15th September 2025.	We request you grant a time extension for bid submission to 15th October 2025, provided a pre bid response is received by 30th Aug 2025.	Suitable time shall be given after uploading pre-bid responses on CPP portal.
19	2, page no 28	For Consultant of Foreign registry, indicate if there is any branch office(s) established in India with details in aforesaid manner	Kindly allow Indian subsidiaries to use foreign parent company credentials (Technical as well as Financial) to demonstrate eligibility and technical capacity.	Credentials shall be in the name of the bidding entities only.  Tender condition prevails.
20	3a, page no 29	Consultant should have completed 2 such works of similar / related work during the last 7 years ending on 2023-24/ 2024-25.	We request IWAI to consider the Feasibility Study assignments for development of ports/shipyard in foreign countries under similar works definition.  Also request to consider the project executed in the last 10 years instead of 7 years  This will ensure competitive bids and wider participation for IWAI to receive multiple bids from Indian subsidiaries of international companies	No change. Tender condition prevails.
21	3c, page no 29	Consultant should have a minimum of 12 employees on its payroll – Declaration to be submitted	We request the Authority to kindly allow employees of Parent Company and Subsidiary Company to be considered towards meeting this requirement.	Credentials shall be in the name of the bidding entities only.  Tender condition prevails.
22	1.1.3, page no 64-65	1.1.3 Geo-technical Investigation - Consultant shall carry out geo-technical investigation (boreholes) for design of structures.	Request to add that “Geo-technical investigations report of boreholes undertaken for nearby structures constructed will be shared by IWAI with the successful consultant and should be utilized along with onshore near riverbank boreholes. (To be carried out by consultant.)”	Reports available with IWAI shall be shared with the successful consultant.  Tender condition prevails.

23	1.1.3, page no 64-65	1.1.3 Geo-technical Investigation – [Note: Since the extent of geo-technical investigations (number of boreholes) which may be finally carried out by the Consultant cannot be fixed beforehand, it is requested that the bid visit the site before submitting the bid, no additional cost on this account will be considered later on:	<div>We request the Authority to kindly provide clarity on the extent and specifications of the required investigations,</div> <table><tr><th>Sl. No.</th><th>Query</th></tr><tr><td>1</td><td>Please clarify the minimum number and depth of boreholes to be drilled (both onshore and offshore/underwater) for geotechnical investigations.</td></tr><tr><td>2</td><td>Kindly specify the type and number of soil/rock samples to be collected and tested in the laboratory during geotechnical investigations.</td></tr><tr><td>3</td><td>Request confirmation of the approximate land area (in hectares/sq. km) to be covered under the topographic survey.</td></tr><tr><td>4</td><td>Request details of the approximate waterfront/river area (in hectares/sq. km) to be covered under the hydrographic survey.</td></tr><tr><td>5</td><td>Please confirm the grid spacing requirement for both topographic and hydrographic surveys.</td></tr><tr><td>6</td><td>Kindly clarify whether single beam or multibeam echo sounder survey is to be conducted for the hydrographic survey.</td></tr></table> <div>In the absence of clear specifications, different bidders may adopt different assumptions while preparing their</div>	Sl. No.	Query	1	Please clarify the minimum number and depth of boreholes to be drilled (both onshore and offshore/underwater) for geotechnical investigations.	2	Kindly specify the type and number of soil/rock samples to be collected and tested in the laboratory during geotechnical investigations.	3	Request confirmation of the approximate land area (in hectares/sq. km) to be covered under the topographic survey.	4	Request details of the approximate waterfront/river area (in hectares/sq. km) to be covered under the hydrographic survey.	5	Please confirm the grid spacing requirement for both topographic and hydrographic surveys.	6	Kindly clarify whether single beam or multibeam echo sounder survey is to be conducted for the hydrographic survey.	<div>Please refer clause 1.1.3 of tender documents: “.....it is requested that the bidder may visit the site before submitting the bid.....”</div> <div>Bidder may contact RO Patna of IWAI for conducting site visit. The contact details are as follows: RO Patna: 8902159698</div> <div>Tender condition prevails.</div>
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			proposals, leading to wide variation in quoted prices and making evaluation non-uniform. Hence, we request IWAI to provide standard guidelines on these parameters to ensure fairness, uniformity, and comparability across all bids.	
24	Page no 70	Deliverables The Services are envisaged to be commenced and completed in 3 months from the date signing of agreement.	Request to revise DPR preparation time from 3 months to 6 months from the date signing of agreement.	No change. Tender condition prevails.
25	Note-4, Page no 74	Note 4: IWAI may call any of the key/ non-key experts or the entire consultant's team for meeting or deploy at IWAI offices (HO Noida/ RO Patna) to complete necessary works to complete the assignment.	Request for the removal of the highlighted terms text on page 74 of the RFP.	Considering this a deliverable assignment, the deployment of manpower at IWAI office is not required on full time basis. However, IWAI may call any of the key/ non-key experts or the entire consultant's team for meeting or deploy at IWAI offices (HO Noida/ RO Patna) to complete necessary works to complete the assignment.  Tender condition prevails.
26	Clause no 1.1.4, page no 66	assess and bring out in sufficient details along with supporting documents, the need of obtaining environmental clearances for construction of Project based on prevailing rules and regulations of Central & State Governments. If environmental clearance is not required, in that case, the list of statutory and regulatory clearances required for the Project along with the timeline and concerned Government Agency needs to be given in the EIA / EMP study. The Consultant shall be required to submit application of these statutory clearances to the Government Agency concerned on	We kindly request the removal of the highlighted terms on page 66 of the RFP document, specifically concerning the Environmental Impact Assessment (EIA) requirements. Instead of including within the scope of services at this stage, we propose that the appointment of a specialized EIA consultant be considered after the completion of the Detailed Project Report (DPR).	No change. Tender condition prevails.

		behalf of the Client & also follow up and guide the Client for the same. Further, the Consultant shall also		
27	Team Leader, Page no 72	Minimum experience of fifteen (15) years out of which minimum ten (10) years of experience in Transport infrastructure sector (preferably in the Ports/ IWT projects)	Request to revise the highlighted text as follows “Minimum experience of Twenty-five (25) years out of which minimum fifteen (15) years of experience in Transport infrastructure sector (preferably in the Ports/ IWT projects) and MUST have experience in planning of marine and riverine terminals, preparation of DPR/Detailed feasibility report for cruise/ferry terminal or Ro-Ro terminal in past 10 years.”	No change. Tender condition prevails.
28	Page no 72	II. Required qualification of the key experts are tabulated below:	We would like to propose an addition to the key experts tabulated in the RFP. Given that the scope of work explicitly includes Architectural Assessment and Planning, where the architectural design is expected to incorporate heritage aesthetics, local cultural motifs, and modern functionality to enhance the tourist experience and operational efficiency, it is essential that an Architect with a minimum of 15 years of experience in the design of cruise terminals be included as a Key Expert in the RFP.	No change. Tender condition prevails.
29	Page no 72	II. Required qualification of the key experts are tabulated below: Structural Engineer: Minimum experience of fifteen (15) years out of which minimum ten (10) years of experience in Transport infrastructure	It is requested to revise the minimum experience requirement for the Structural Engineer. Maintaining the same level of experience as that of the Lead Engineer does not appear reasonable. We propose to reduce the minimum experience requirement to 7	No change. Tender condition prevails.

		sector (preferably in the Ports/ IWT projects)	years in total, with at least 5 years of relevant experience specifically in the transport infrastructure sector																												
30	Page no 68-69, Payment terms	<div>3. Payment Terms: The payment will be made on submission and acceptance of reports and as per the table below:</div> <table><tr><th>Sl. No.</th><th>Reports to be delivered</th><th>Payment as %age of total contract value (applicable for the DPR proportionately)</th></tr><tr><td>a</td><td>Submission of preliminary report</td><td>30%</td></tr><tr><td>b</td><td>Submission of draft final report</td><td>30%</td></tr><tr><td>c</td><td>Acceptance and approval of final report</td><td>20%</td></tr><tr><td>d</td><td>Submission and acceptance of tender</td><td>20%</td></tr></table>	Sl. No.	Reports to be delivered	Payment as %age of total contract value (applicable for the DPR proportionately)	a	Submission of preliminary report	30%	b	Submission of draft final report	30%	c	Acceptance and approval of final report	20%	d	Submission and acceptance of tender	20%	<div>We kindly request a revision of the payment terms, and the timelines related to the deliveries for the consultancy services, as the current schedule appears inconsistent. We propose the following revised deliverables and associated payment terms for your consideration and approval:</div> <table><tr><th>Sl. No</th><th>Reports to be delivered</th><th>Timeli ne from date of Contr act signin g (Mont hs)</th><th>Paymen t as %age of total contract value (applica ble for both the DPRS proporti onately)</th></tr><tr><td>a</td><td>Submissio n of preliminar y report</td><td>1</td><td>30%</td></tr><tr><td>b</td><td>Submissio n of draft Detailed Project Report (DPR)</td><td>4</td><td>30%</td></tr></table>	Sl. No	Reports to be delivered	Timeli ne from date of Contr act signin g (Mont hs)	Paymen t as %age of total contract value (applica ble for both the DPRS proporti onately)	a	Submissio n of preliminar y report	1	30%	b	Submissio n of draft Detailed Project Report (DPR)	4	30%	Please refer above response at sr no 3.
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			c	Submission of Final Detailed Project Report (DPR) and Tender document	5	20%	
			d	Acceptance and approval of final report and Tender document within 60 days by IWAI.	6	20%	