

PREPARATION OF FEASIBILITY REPORT ON VARIOUS NWS/River																																														
TENDER No: IWAI/TECH/NNWs/FSR/2025																																														
Sr.No	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Queries	Reply to queries																																										
1	Page No 43 DATA SHEET CL. 13.	JV/consortium allowed: NO	Request you Kindly consider the JV/Consortium for participation in the bid.	Tender condition shall prevail																																										
2	Page No 11 Cl. 3.5	The similar works 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.	As per the RFQ the clause has been deleted, Request you to consider the above clause.	Tender condition shall prevail																																										
3	Page No 33 16.1.1 Qualification criteria for consultancy services	For this purpose, the "Similar Works" means Preparation of DPR/FSR for IWT/Ports/Shipping Sector.....	Since the major port worldwide are being managed by the private entity, It is kindly requested to consider the project executed for private client as well.	The DPR/ FSR prepared for private organizations is also acceptable subject to condition that cash flows (for the work carried out) the DPR/FSR, is submitted along with the bid. Further, its acceptance / status of execution be submitted on clients letter head.																																										
4	Page No 113 6 Payment Terms	(a) No advance payment shall be made:	Various preliminary studies, such as topographic surveys, bathymetric surveys, and other essential investigations, are required to be undertaken prior to the submission of the inception report. These activities are critical to ensure the accuracy and quality of the report. In light of the above, we kindly request you to consider the provision of an advance/mobilization advance.	Tender condition shall prevail																																										
5	Last Date & Time for submission of Bid	Date : 12.04.2025 up to 1830 hr	We request to kindly extend the last date of submission of the bid by 2 weeks due to financial closing of the Years.	Please refer amendments.																																										
6	10.1.4 (Enclosure IV) point ix. Page no. 29	Replacement of key personnel resulting in 10% deduction in total amount	This is not under the control of engineering consultant and hence, request you to kindly remove this clause.	Tender condition shall prevail																																										
7	10.1.4 (Enclosure IV) point x. Page no. 30	Replacement of key personnel on only specific reasons and grounds.	This is not under the control of engineering consultant and hence, request you to kindly remove this clause.	Tender condition shall prevail																																										
8	16.1.1 Page no. 33	Qualification Criteria for consultancy services	We understand that these values are for each project. Please confirm? (value of 2 similar works)	Yes, it is for 1,2,3 equivalent similar works.																																										
9	16.2.1 table 2 Page no. 35	Techinal Evaluation -Detailed Marking scheme	For serial No.-2 of table 2, We understand that the value of DPR or FSR will not define the marking.	The DPRs/ FSR will only be considered, which has a minimum value of the amount applicable for 3 similar works.																																										
10	Form 4e, Page no. 53	Curriculum Vitae of Key Personnel	Should we submit different CVs for different schedules or we can submit same CVs of key personnels for all.	A bidder can bid with a single team.																																										
11	Form 4b point 3 Page no. 49	Format for Responsiveness of Bid (Eligible Projects) Project Specific Experience	I request you to kindly consider bank statements as successful completion of projects	Tender condition shall prevail																																										
12	Section No 4, Clause 3, Page number 79	The detailed Scope of work	Coordinate mentioned for Beas and Sutlej is in correct	The limits of Beas & Sutlej is as follows : <b>Beas River:</b> Talwara Barrage at Lat 31°57'22"N, Lon 75°53'37"E to confluence of Beas and Sutlej rivers near Hanke at Lat 31°09'09"N, Lon 74°58'08"E. <b>Sutlej River:</b> Sunni Road Bndge at Lat 31°14'45" N, Lon 77°07'34"E to Hanke Dam at Lat 31°08'33"N, Lon 74°56'57"E																																										
13	Section No 4, Clause 3, Page number 79	The detailed Scope of work	Total Line Km mentioned as per scope is 1059 km but as per our assessment if we consider the average width of the river the total LKM comes to roughly 2200 km.	<table><tr><th>Sl. No.</th><th>River</th><th>State</th><th>Length (in KM)</th><th>Spacing (in M)</th><th>LKM (in KM)</th></tr><tr><td>1.</td><td>Beas</td><td>HP &amp; Punjab</td><td>191.00</td><td>150</td><td>255.00</td></tr><tr><td>2.</td><td>Sutlej</td><td>HP &amp; Punjab</td><td>377.00</td><td>200</td><td>660.00</td></tr><tr><td>3.</td><td>Suvarna river</td><td>Karnataka</td><td>15.00</td><td>200</td><td>45.00</td></tr><tr><td>4.</td><td>Tawi River</td><td>Jammu &amp; Kashmir</td><td>82.20</td><td>200</td><td>103.5</td></tr><tr><td>5.</td><td>Sindh River</td><td>Jammu &amp; Kashmir</td><td>42.50</td><td>200</td><td>64.00</td></tr><tr><td colspan="3">Total</td><td>709.70</td><td></td><td>1127.5</td></tr></table>	Sl. No.	River	State	Length (in KM)	Spacing (in M)	LKM (in KM)	1.	Beas	HP & Punjab	191.00	150	255.00	2.	Sutlej	HP & Punjab	377.00	200	660.00	3.	Suvarna river	Karnataka	15.00	200	45.00	4.	Tawi River	Jammu & Kashmir	82.20	200	103.5	5.	Sindh River	Jammu & Kashmir	42.50	200	64.00	Total			709.70		1127.5
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14	Section No 4, Clause 3, Page number 79	Objective of study	What all are traffic surveys to be carried out?	Refer page no. 81 key components of feasibility study.																																										
15	Section No 4, Clause 3, Page number 79	Key components of a feasibility study: Market Analysis	Who determines the specific locations for traffic surveys — is it predefined in the tender or are consultants expected to identify optimal locations based on reconnaissance?	Locations should be identified by consultant based on the outcome of reconnaissance survey																																										
16	Section No 4, Clause 3, Page number 79		Whether the survey is to be carried out for cargo or passenger?	Survey is to be carried out for both i.e. cargo and passenger / river cruise movement.																																										
17	Section No 4, Clause 3, Page number 79		Whether we have to find the existing infrastructure facilities of the terminals?	Yes.																																										
18	Section No 4, Clause 3, Page number 79		Whether we have to take origin - destination survey of passengers and cargo movements?	Yes.																																										
19	Section No 4, Clause 3, Page number 79		Are stakeholder consultations (with local communities, cargo operators, terminal users, etc.) required	Yes.																																										
20	Section No. 5 Financial bid standard form Page no. 71 to 74	Form Fin 2	Can a Bidder submit all the Schedule A, B, C, D & E.	No, A bidder can submit bid for maximum 2 Schedules.																																										
20	Section II, ITB Clause 16, Page No. 33	As per Clause 16.1: Minimum Qualification Criteria : To qualify for this tender, the Bidder must satisfy each of the qualifying criteria stipulated in clauses 16.1.1 to 16.1.4 of ITB. Not satisfying any of the qualification criteria shall render the bid non-responsive and financial bids of such bidders shall not be opened. As per Clause 16.1.1 Qualification criteria for consultancy services : The bidder should have successfully completed and/or substantially completed "Similar Works" in the previous 7 (seven) years (2017-18 to 2023-24) ending from the Bid Submission Last Date as per the criteria specified. <table><tr><th>Schedule</th><th>River</th><th>State</th><th>Average Annual Turnover (in lakhs)</th><th>Bank Solvency / Value of 3 similar works (in lakhs)</th><th>Value of 2 similar works (in lakhs)</th><th>Value of 1 similar work (in lakhs)</th></tr><tr><td>A.</td><td>Beas</td><td>HP &amp; Punjab</td><td>61.3</td><td>85.73</td><td>107.17</td><td>171.47</td></tr><tr><td>B.</td><td>Sutlej</td><td>HP &amp; Punjab</td><td>83.5</td><td>111.33</td><td>139.17</td><td>222.67</td></tr><tr><td>C.</td><td>Suvarna river</td><td>Karnataka</td><td>14.7</td><td>19.60</td><td>24.50</td><td>39.20</td></tr><tr><td>D.</td><td>Tawi River</td><td>Jammu &amp; Kashmir</td><td>40.7</td><td>54.27</td><td>67.83</td><td>108.53</td></tr><tr><td>E.</td><td>Sindh River</td><td>Jammu &amp; Kashmir</td><td>35</td><td>46.67</td><td>58.33</td><td>93.33</td></tr></table>	Schedule	River	State	Average Annual Turnover (in lakhs)	Bank Solvency / Value of 3 similar works (in lakhs)	Value of 2 similar works (in lakhs)	Value of 1 similar work (in lakhs)	A.	Beas	HP & Punjab	61.3	85.73	107.17	171.47	B.	Sutlej	HP & Punjab	83.5	111.33	139.17	222.67	C.	Suvarna river	Karnataka	14.7	19.60	24.50	39.20	D.	Tawi River	Jammu & Kashmir	40.7	54.27	67.83	108.53	E.	Sindh River	Jammu & Kashmir	35	46.67	58.33	93.33	We are a startup firm which has the necessary expertise, resource persons, equipments and softwares to undertake and successfully complete the work and tasks. It is requested to allow exemption to startups from fulfilling the prior turnover and experience criteria as per the policy of Government of India to promote startups. Further, it is requested to allow exemption to startups from fulfilling the bank solvency criteria or reduce the bank solvency limit to 25% of the solvency value asked as per bid for startups as per the policy of Government of India to promote startups.  A similar precedent of a tender published by IWAI for Updation of DPR for NW-4 where similar exemptions on prior turnover, experience and bank solvency was granted for startups has been attached herewith for your ready reference. Looking forward to a positive response.	Relaxation for start up are allowed in form of EMD / Tender fee and prior turnover. (to the extent allowed under government guidelines)
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21		Presently the bid submission date is 12th April 2025.	We are highly interested in submitting subject tender. The time available to submit such large tender is not adequate, we request you to grant time extension of four weeks after receiving written clarifications to all queries from IWAI.	Please refer amendments.																																										

22	Page No. 14 Clause No. 3.5	<p>3. Bidder Eligibility Criteria</p> <p>3.5 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.</p>	<p>As per Indian government's initiative to promote reputed foreign firms establishing wholly owned subsidiaries in India, therefore it is important that foreign companies can participate in bidding through their Indian established entity. We thus request you to allow Indian registered company to utilize parent company credentials (Technical and Financial) to submit the bid without any formation of JV/Consortium and such bids be considered as compliant bids. Please note that it is not only tedious task to create joint venture between foreign firm and Indian firm and open bank account for project specific purpose. This is not only impractical but also restricts participation and competitions for IWAI. It may also be noted that the practice of Indian subsidiary submitting bid using parent company credentials and parent company guarantee for performance is common practice in many Government tenders falling under ambit of ministry of defense (Indian Navy) and other public sector companies like IOCL Etc. We request you to incorporate such provision in the tender.</p>	<p>The firm can bid through its Indian subsidiary and can utilise the parent firms credentials subject to condition that the certificates should be apostilled. Further, the firm has to submit the FSR/DPR report which has been claimed for pre-qualification alongwith the cash flow for this project and the completion certificate on clients letter head( duly apostilled)</p>																																										
23	Page No. 14 Clause No. 3.5	<p>3. Bidder Eligibility Criteria</p> <p>3.5 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.</p>	<p>In case of Joint Venture Bids, Request to consider that foreign company can participate in the tender by making joint venture with its wholly owned subsidiary registered in India by using foreign parent company credential (Technical and Financial) supported by a parent company guarantee. Also, Foreign parent company can nominate Indian subsidiary as a lead member in the Joint venture agreement and Indian subsidiary should be allowed to submit EMD, PBG, raise invoice and receive funds in subsidiary company on behalf of JV between foreign parent company and Indian subsidiary.</p> <p>This will ensure competitive bids and wider participation for authority to receive multiple bids from Indian subsidiaries of international companies. We request you to consider this in light of fairness in competition. You are requested to make suitable amendment in the tender and issue the corrigendum in this regard.</p>	<p>Tender condition shall prevail</p>																																										
24	Page No 16 of 138 Clause No. 6.1	<p>6.1. EMD</p> <p>6.1.1 Bidders shall furnish EMD of the amount as mentioned in Section III Data Sheet except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Department of Startups as recognized by Department for Promotion of Industrial and Internal Trade (DPIIT) on submission of a valid registration certificate as per the Government of India rules. EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS in the following account:</p> <p>i) Name of bank account: IWAI FUND</p>	<p>As per our understanding Indian subsidiary (Lead Member) participating with foreign parent company by formation of JV shall be exempted from the payment of Tender fee and EMD upon submission of Valid Udyam registration certificate under Micro Category. Kindly confirm if our understanding is correct.</p>	<p>No, both the entities needs to have a valid MSME/Udyam Certificate or else the Tender fee/EMD is to be submitted.</p>																																										
25	Page No 33 of 138 Clause No 16.1.1	<p>As per Clause 16.1.1 Qualification criteria for consultancy services : The bidder should have successfully completed and/or substantially completed "Similar Works" in the previous 7 (seven) years (2017-18 to 2023-24) ending from the Bid Submission Last Date as per the criteria specified.</p> <table><tr><th>Schedule</th><th>River</th><th>State</th><th>Average Annual Turnover (in lakhs)</th><th>Bank Solvency / Value of 3 similar works (in lakhs)</th><th>Value of 2 similar works (in lakhs)</th><th>Value of 1 similar work (in lakhs)</th></tr><tr><td>A.</td><td>Beas</td><td>HP &amp; Punjab</td><td>64.3</td><td>85.73</td><td>107.17</td><td>171.47</td></tr><tr><td>B.</td><td>Sutlej</td><td>HP &amp; Punjab</td><td>83.5</td><td>111.33</td><td>139.17</td><td>222.67</td></tr><tr><td>C.</td><td>Suvarna river</td><td>Karnataka</td><td>14.7</td><td>19.60</td><td>24.50</td><td>39.20</td></tr><tr><td>D.</td><td>Tawi River</td><td>Jammu &amp; Kashmir</td><td>40.7</td><td>54.27</td><td>67.83</td><td>108.53</td></tr><tr><td>E.</td><td>Sindri River</td><td>Jammu &amp; Kashmir</td><td>35</td><td>46.67</td><td>58.33</td><td>93.33</td></tr></table> <p>In case bidder applies for multiple schedules, the value of works / solvency will be taken as cumulative of the various values as per their applied schedules.</p> <p>For this purpose, the "Similar Works" means Preparation of DPR/FSR for IWT/Ports/Shipping Sector. Substantially completed works are those which are 75% complete in terms of ToR and contract value.</p>	Schedule	River	State	Average Annual Turnover (in lakhs)	Bank Solvency / Value of 3 similar works (in lakhs)	Value of 2 similar works (in lakhs)	Value of 1 similar work (in lakhs)	A.	Beas	HP & Punjab	64.3	85.73	107.17	171.47	B.	Sutlej	HP & Punjab	83.5	111.33	139.17	222.67	C.	Suvarna river	Karnataka	14.7	19.60	24.50	39.20	D.	Tawi River	Jammu & Kashmir	40.7	54.27	67.83	108.53	E.	Sindri River	Jammu & Kashmir	35	46.67	58.33	93.33	<p>a. We request authority to consider the similar work executed in last 10 years from the date of tender invitation. Also request to consider the ongoing works which are completed to 90%.</p> <p>b. We request PMC projects involving design review and approval may also be considered as similar works.</p>	<p>Tender condition shall prevail</p>
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26	Page No 78 of 138 Clause No 2.1 Scope of Work	<p>b. Geo-tech investigation will be carried out by the consultant as per standard guidelines of Geological Survey of India, Government of India.</p> <p>e. For preliminary engineering designs, the data about soil characteristics shall be collected from the local sources based on the structures constructed nearby. In case of critical structures, consultant can suggest that detailed soil investigation including borehole tests etc.</p>	<p>Please provide the specifications of the boring activities, including the core diameter required, the depth to which the boring is to be done, on land as well as in the marine locations, the depths at which the samples are to be collected, the number of samples to be tested, the tests to be carried out on each soil and rock sample, etc.</p> <p>How many land test pits are to be dug for this project? What are the dimensions required for each pit.</p>	<p>IS 1892- 2021 is to be followed.</p>																																										
27	Page No 107 of 138 Clause 2.8.	<p>2.8 LIQUIDATED DAMAGES</p>	<p>We request to relax the LD rate to maximum up to 5% instead of 10%. On contract value.</p>	<p>Tender condition shall prevail</p>																																										
28	Page No 95 of 138 Clause No 5.	<p>5. PAYMENT TERMS</p> <p>5.1 The total Contract Price payable under the Contract shall be stipulated in the LOA and thereupon shall become part of this Contract and be paid in accordance with the terms hereon. The price quoted will squarely and totally include all the charges to be paid to the Consultant by the Employer except for GST, which shall be paid as per the Government provisions effective at the time of release of payments.</p> <p>5.2 All the payments shall be made in Indian Rupees (INR) only and shall be subject to applicable Indian Laws for the purpose of taxation, if any.</p> <p>5.3 The payment shall be only made against submission and approval of Reports by the Employer. The Payment Schedule linked to the specified Key Deliverable is given below:</p> <table><tr><th>Reports to be delivered (Key Deliverable)</th><th>Payment</th></tr><tr><td>After submission of Inception Report</td><td>15%</td></tr><tr><td>After submission of Hydrographic Survey Charts and Survey report (3 copies)</td><td>35%</td></tr><tr><td>After submission of Draft FSR</td><td>30%</td></tr><tr><td>Submission of Final FSR</td><td>20%</td></tr></table>	Reports to be delivered (Key Deliverable)	Payment	After submission of Inception Report	15%	After submission of Hydrographic Survey Charts and Survey report (3 copies)	35%	After submission of Draft FSR	30%	Submission of Final FSR	20%	<p>Most of the consultants outsource the survey and investigation works to specialized companies for Topographic survey, Investigations. This activity is highly cost intensive and requires upfront spend by consultant, hence we request you to modify the payment conditions as suggested below:</p> <table><tr><th>Sl No.</th><th>Reports to be delivered (Key Deliverable)</th></tr><tr><td>1</td><td>After submission of Inception Report</td></tr><tr><td>2</td><td>After submission of Hydrographic Survey Charts and Survey report (3 copies)</td></tr><tr><td>3</td><td>After submission of Draft FSR</td></tr><tr><td>4</td><td>Submission of Final FSR</td></tr></table>	Sl No.	Reports to be delivered (Key Deliverable)	1	After submission of Inception Report	2	After submission of Hydrographic Survey Charts and Survey report (3 copies)	3	After submission of Draft FSR	4	Submission of Final FSR	<p>Payment Terms table shall be read as :</p> <table><tr><th>Sl No.</th><th>Reports to be delivered (Key Deliverable)</th><th>Payment</th></tr><tr><td>1</td><td>After submission &amp; acceptance of Inception Report</td><td>15%</td></tr><tr><td>2</td><td>After submission &amp; acceptance of Hydrographic Survey Charts and Survey report (3 copies)</td><td>35%</td></tr><tr><td>3</td><td>After submission &amp; acceptance of Draft FSR</td><td>30%</td></tr><tr><td>4</td><td>Submission &amp; acceptance of Final FSR</td><td>20%</td></tr></table>	Sl No.	Reports to be delivered (Key Deliverable)	Payment	1	After submission & acceptance of Inception Report	15%	2	After submission & acceptance of Hydrographic Survey Charts and Survey report (3 copies)	35%	3	After submission & acceptance of Draft FSR	30%	4	Submission & acceptance of Final FSR	20%							
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29	Clause: 3.2 at Page 13	<p>Clause 3.2 Copy of work order/letter of award/letter of work agreement alone shall not suffice Bidders claim for executing the similar work.</p>	<p>We understand that in cases where a completion certificate is unavailable, alternative documents such as the last submission report, invoice, or payment receipt may be considered as valid proof of execution. These documents collectively confirm project completion, financial transactions, and client acknowledgment of services rendered.</p> <p>Please Confirm</p>	<p>Tender condition shall prevail</p>																																										
30	6.1.1 Earnest Money Deposit (EMD) at Page No. 16 and E-notice	<p>Bidders shall furnish EMD of Rs. 4,29,000/- deposited to IWAI Fund through RTGS .....</p>	<p>We request Authority to kindly consider EMD in the form of Bank Guarantee in addition to RTGS/online payment. Kindly Confirm</p>	<p>Tender condition shall prevail</p>																																										
31	10.1.4 Part - IV at Page No. 28	<p>b(i) The Key Personnel must be permanent and full-time employee(s) of the firm.</p>	<p>We understand that the experts who are on the organization's payroll and working full-time are considered key personnel. Please Confirm</p>	<p>Yes</p>																																										



32	10.1.4 Part – IV at Page No. 29	b(vii) Each CV shall bear original signatures of the Key Personnel and the authorized signatory of the Bidder. Scanned signatures on the CV”s shall not be accepted.	We request the Authority to kindly allow the use of scanned signatures of the expert for the consulting assignment. The nature of consultancy services and the practical challenges in obtaining physical signatures, scanned signatures ensure timely submission while maintaining authenticity. We assure that all submitted CVs will be duly verified and authenticated by the authorized signatory of the Bidder. Please Allow	Tender condition shall prevail															
33	10.1.4 Part – IV at Page No. 29	b(xi) For any reasons whatsoever if the bidder engages in replacement of key personnel there shall be a deduction of 10% from the total remuneration of the replaced personnel.	We request Authority to kindly consider a deduction of 5% instead of 10% from the total remuneration of the replaced personnel. The nature of consultancy assignments, unforeseen circumstances may necessitate personnel replacements. A reduced deduction would ensure financial viability while maintaining service quality and project continuity. Please Confirm	Tender condition shall prevail															
34	10.1.4 Part – IV at Page No. 29	During execution of work, the replacement of the key personnel shall only be on health grounds of the individual or if the personnel ceases to work for the Consultant and is no longer an employee of the Consultant.	We understand that if a proposed expert resigns or becomes unavailable not only due to health conditions. The consultant should not be penalized for providing a suitable replacement. Imposing a penalty in such cases would be unreasonable, as such circumstances are often beyond the consultant's control. Please Confirm	Tender condition shall prevail															
35	Technical Evaluation Table 2: Criteria for relevant experience of the firm for the assignment (in past seven (7) years) - 30 Marks at Page No. 35		We kindly request the Authority to consider the following scoring criteria to encourage the participation of reputable and well-established organizations with proven technical expertise. This approach will support the client in achieving the timely and efficient execution of the project. <table><tr><th>Sr. No.</th><th>Description</th><th>Marks</th></tr><tr><td>1</td><td>Year of Establishment of the Firm</td><td>15</td></tr><tr><td></td><td>1a. Establishment 10 to 15 Years</td><td>5</td></tr><tr><td></td><td>1b. Establishment 15 to 20 Years</td><td>10</td></tr><tr><td></td><td>1c. Establishment More than 20 Years</td><td>15</td></tr></table> Please Confirm	Sr. No.	Description	Marks	1	Year of Establishment of the Firm	15		1a. Establishment 10 to 15 Years	5		1b. Establishment 15 to 20 Years	10		1c. Establishment More than 20 Years	15	Tender condition shall prevail
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	1b. Establishment 15 to 20 Years	10																	
	1c. Establishment More than 20 Years	15																	
36	Clause 16.4 at Page No. 37	Final Evaluation The weights, Technical (Tw) and Financial (Fw) would be given for Technical and Financial proposals, where Tw=0.70 and Fw=0.30	We understand that this esteemed project demands a technically competent consultant, whose services are well-regarded in the consultancy field. Therefore, we kindly request the Authority to consider an 80:20 ratio for technical and financial evaluation instead of 70:30 basis. Please Confirm	Tender condition shall prevail															
37	SECTION - III: DATA SHEET at Page No. 42	Date & time for submission of Bid Address for submission of Hard copies of payment instrument (Tender Fee & EMD)	We request Authority to kindly allow bidder to submit Hard copies of payment instrument within five days after the submission of the online proposal/bid. Kindly Confirm	Hard copies of payment instrument (Tender Fee & EMD) should reach on or before bid opening date.															
38	5. Minimum Qualification of Key Professionals at Page No. 92	Team Leader Should be Graduate in Civil Engineering. Higher professional qualification in Port and Harbor Engineering/ Structural Engineering /Geo-technical Engineering will be preferred. Professional Qualification:	We request Authority to kindly consider higher professional qualification “Structures & Water Resource Engineering” in addition to Port and Harbor Engineering/ Structural Engineering /Geo-technical Engineering.	Tender condition shall prevail															
39		Civil Engineer Should be Graduate in Civil Engineering, Postgraduate training / studies in Ports & Harbour Engineering will be preferred.	We request Authority to kindly consider higher professional qualification “Marine Structure” in addition to Ports & Harbour. Please Confirm	Tender condition shall prevail															
40		Remote Sensing /GIS Expert Should be Graduate in Engineering/Geology. Higher professional qualification in Remote Sensing/ Geoinformatics will be preferred.	We request Authority to kindly consider Master in Planning in addition to Remote Sensing/ Geoinformatics. Kindly confirm	Tender condition shall prevail															
41	2.4 Force Majeure at Page No. 104	For the purposes of this contract, Force Majeure means an exceptional event or circumstances which is beyond the reasonable control of a party, is not foreseeable, is unavoidable and not brought about by or at the instance of the party claiming to be affected by such events and which has caused the non-performance or delay in performance and which makes party’s a performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, tsunami, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such party invoking force majeure to prevent), confiscation or any other action by government agencies	For purpose of this clause, “Force Majeure” means an event beyond the control of the Consultant and not involving the Consultant's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the Consultant, which prevents or delays the execution of the order by the Consultant. If a force majeure situation arises, the Consultant shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless directed by the Client in writing, the Consultant shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Consultant shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserve the right to cancel the contract without any obligation to compensate the Consultant in any manner for any reason.	Tender condition shall prevail															
42	2.4.2 Measures to be taken at Page No. 105	Measures to be taken	We request Authority to kindly clarify the process for notifying and documenting force majeure events, and how will these events impact the project timeline and costs. The understanding of process for handling force majeure events will help in managing risks and ensuring that the project timeline and costs are appropriately adjusted.	Clause 2.4.2 of Section-VIII- GCC															
43	2.8 Liquidated Damages 106	Liquidated Damages	We kindly request the Authority to specify the conditions under which compensation for delay will be applied, along with the method for calculating the compensation amount. A clear understanding of these conditions and the calculation methodology will aid in managing project risks effectively and ensuring that any potential delays are addressed appropriately.	The compensation will be limited to the amount of work carried out till date of imposition of Force Majeure Clause.															
44	Professional Liability, Sub-clause 11 at Page No. 115	This limitation of liability shall not affect the Consultants’ liability, if any, for damage to third parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the services.	The clause stated in the RFP document is generally applicable to construction tenders. This limitation of liability specified in clause 11 shall be applicable to the consultant in carrying out the services, however, to a limit equal to 1 (One) time the Agreement Value. Please Confirm	Tender condition shall prevail															
45	Request	Submission of bid : 12.04.2025 up to 1830 hrs	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.	Please refer amendments.															
46	Request		We request your goodself for : i) Extending the date by minimum one week as many holidays in this week. ii)The qualifying criterion “Preparation of DPR / FSR in respect of IWT/Ports/Shipping Sector” Experience of preparation of ICD (Inland Container Depot DPR) under Gati Shakti and Air Cargo DPR/ Feasibility study report may also be included in the qualifying criterion, ICD with Rly siding can be treated equivalent to Port	(i) Please refer amendments. (ii) Tender condition shall prevail.															
47			It will be difficult to work in peak summer (May to July) winter (Nov to Feb) , if so it should be excluded from the work period.	Tender condition shall prevail															
48			IWAI should provide SOI toposheets and NRSC satellite images (digital) for the area as the bidder can't procure it.	The bidder has to arrange the imageries/SOI toposheets.															
49			Similarly, water level, discharge, velocity data of existing CWC gauge stations (at least past 5 years) plus datum values (zero of their gauges in MSL)shall be arranged by IWAI as they won't provide to pvt companies.	IWAI will provide the letter for facilitation of data only. The contractor has to make necessary arrangements for seeking data.															

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50			As per Clause 3 of ToR line-km length is given for all rivers at a spacing of 200 m for all rivers (150 m for Beas river). If there is a variation of +10% (20% is mentioned) or happens in actual survey then proportionate additional cost shall be considered.	IWAI has calculated the LKM appropriately. Line file will be provided to the successful bidder. Variation if any will be considered based on examination.
51			Avg width is not specified for each river but mentioned as average of minimum and maximum width.	May refer reply at S.No-50 above.
52			Spot level is to be taken at line spacing x 20 m, but upto what extent beyond waterline is not specified. Since proposed WW is Class-3, hopemaximum width of 100 m (50 m on either side from the deepest channel/ thalweg) can be considered, please confirm.	The spot levels has to be taken to the level of HFL + 1.0 m
53			EIA & EMP study is mentioned but whether its Rapid (one season data collection) or Comprehensive (12 months data collection) not mentioned.- please clarify.	The consultant has to list out various interventions requiring compliance of MoEF&CC guidelines. The relevant clearances will be taken separately by IWAI basis these interventions
54			Traffic survey (both passenger and cargo) are to be conducted, but how many nodal points or interval in NH/ SH not mentioned, needs to be specified.	The consultant has to carry out a consolidated survey considering the ongoing rail / road movement and has to suggest the percentage of modal shift of cargo to IWT duly analysing all the facts including its viability under different scenarios based on existing cost of transportation through other modes. Further, the consultant has to suggest potential Ro-RO services / cruise circuits in the study stretch duly specifying the cost / viability and per passenger cost.
55			Except Suvarna river, at least 10 months is required to complete the study to cover entire scope (considering only Rapid EIA) , time period may be modified accordingly.	Tender condition shall prevail
56			As per the RFP, "Key Personnel must be permanent and full-time employee(s) of the firm. As the bidder has to engage various Key Personnel from different disciplines and CVs has to be attached along with bid, we request you to delete the clause "Permanent/fulltime employees and amend the same as "Team Leader should be permanent / full time employees and other experts can be appointed later upon getting the work order".	Tender condition shall prevail
57	GCC – Clause 2.4.1(a) (Pg. No. 104)	For the purposes of this contract, Force Majeure means an exceptional event or circumstances which is beyond the reasonable control of a party, is not foreseeable, is unavoidable and not brought about by or at the instance of the party claiming to be affected by such events and which has caused the non-performance or delay in performance and which makes party's a performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, tsunami, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such party invoking force majeure to prevent), confiscation or any other action by government agencies.	Please amend the clause as under: "For the purposes of this contract, Force Majeure means an exceptional event or circumstances which is beyond the reasonable control of a party, is not foreseeable, is unavoidable and not brought about by or at the instance of the party claiming to be affected by such events and which has caused the non-performance or delay in performance and which makes party's a performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to <b>any act of God, war</b> , riots, civil disorder, earthquake, fire, tsunami, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such party invoking force majeure to prevent), confiscation or any other action by government agencies."	Tender condition shall prevail
58	GCC – Clause 2.7.1 (Pg. No. 106)	If the Consultant fails to complete all items of works in respect of any of the subgroup/ group and/or work as a whole as the case may be and before the expiry of the period(s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of the Consultant) as may be allowed, he shall without prejudice to any other right or remedy of the Authority on account of such default, pay as an ascertained/agreed compensation as per Clause No. 2.7.	We think there is a typographical error in the clause. Please clarify and amend the clause as under: "If the Consultant fails to complete all items of works in respect of any of the subgroup/ group and/or work as a whole as the case may be and before the expiry of the period(s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of the Consultant) as may be allowed, he shall without prejudice to any other right or remedy of the Authority on account of such default, pay as an ascertained/agreed compensation as per Clause No. 2.8 2.7."	There is no typographical error.
59	GCC – Clause 2.8.3 (Pg. No. 107)	The amount of compensation may be adjusted, withheld, deducted or set off against any sum due or payable to the Consultant under this or any other contract with the IWAI.	The sum should be set off under this contract and not any other contract. Please amend the clause as under: "The amount of compensation may be adjusted, withheld, deducted or set off against any sum due or payable to the Consultant under this or any other contract with the IWAI."	Tender condition shall prevail
60	GCC – Clause 8 (Pg. No. 114)	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 be settled within thirty days, shall be referred to the sole arbitration of a person so nominated by the Chairperson, IWAI and 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.	The arbitrator should be mutually decided by both the parties as specified under the Arbitration and Conciliation Act. Please amend the clause as under: "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 be settled within thirty days, shall be referred to the sole arbitration of a person so mutually decided by both the parties nominated by the Chairperson, IWAI and 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."	Tender condition shall prevail
61	GCC – Clause 11.1 (Pg. No. 114)	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:	Please provide us clarity on the definition of property used in this clause. Does property include the immovable and movable property only, or is it implied to mean the Employer as an entity. If not, then please amend the Clause in the following manner: "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."	It need employer as an entity and further the word damage implies damage to other movable / immovable property due to negligence during the course of assignment.

 <b>CAO</b>	 <b>Director (Hy &amp; RE)</b>	 <b>Chief Engineer (ONNWs)</b>
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