

**MINUTES OF PRE – BID MEETING HELD ON 17.08.2023 AT 1500 HRS. AT IWAI NOIDA OFFICE RELATED TO TENDER FOR "TENDER FOR CONSULTANCY SERVICES FOR MAPPING OF TRAFFIC MOVEMENT ON NATIONAL WATERWAYS"**

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- I. The list of the participants who attended this meeting is at Appendix – 1.
- II. Member (T & L), IWAI welcomed the participants to the pre – bid meeting. A brief was given to the bidders regarding Tender work and the field conditions of the site.
- III. It was noted that some bidders had requested for clarification on tender document in writing prior to pre-bid meeting. The participants were requested to submit their additional queries / clarification raised during the meeting also in writing by e-mail on or before 21.08.2023.
- IV. The Clarifications on the queries raised by the bidders during the pre-bid and submitted their queries thereafter are enclosed as Annex – 1. These queries and their clarification would be treated as integral part of this tender.

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**The list of the participants;****I. IWAI:**

1. Shri Vinayak Azaad, Member(T& L)
2. Shri Praveen Nandwana , Member (Finance)
3. Shri Ashutosh Gautam, Member(Technical)
4. Shri. A.K. Bansal, Director (T & L))
5. Shri. Sanjeev Kumar, AHS
6. Shri R S Dahiya, Sr. Consultant

**II. Prospective Bidders and their representatives:**

	<b><u>Representatives of Prospective Bidders</u></b>	<b><u>Representing</u></b>
1	Ms Reshu Verma	M/s WAPCOS
2	Mr. Shubham Arora	M/s E & Y LLP
3	Mr. Wailul Islam	M/s E & Y LLP
4	Mr. Tarun Chaudhary	M/s AS System STU consultant Pvt. Ltd.
5	M/s Yamini Khurana	M/s Ascela Advisors Pvt. Ltd
6	Ms Mahima vasu	M/s Ascela Advisors Pvt. Ltd
7	Mr. Priyanshu	M/s PWC
8	Mr. Somnath	M/s PWC
9	Mr. Vikram Kr. Yadav	M/s Arkitechno Consultants India Pvt. Ltd.
10	Mr. Arun	M/s PADECO
11	Mr. Saurav Sachdeva	M/s Voyant Solutions Pvt. Ltd
12	Mr. Gaurav kumar vaish	M/s KPMG Advisory
13	Ms Neha Thakur	M/s KPMG Advisory

**Pre-bid queries for Consultancy Services for Mapping of Traffic Movement on National Waterways Tender no. IWAI/Cargo/436/2022-23**

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
<b>1. M/s KPMG</b>				
1.	Article 3.8.2 of Instructions to Bidders (ITB) Page 10	The Bidder shall be income tax assessee and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.	For evidence of income tax assessee, bidders shall be submitted documentation for the bidding entity's PAN and GST.  As Income Tax Return (ITR) details are confidential in nature, it is requested that submission of ITR may be waived off. It is further requested that in place of ITR, bidders may be asked to submit copies of annual reports/financial statements.	No change in the RFP provision is proposed.
2.	Article 6.1.1 of ITB, page 6	<p><b>EMD details:</b> EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS/NEFT in the following account:</p> <ul style="list-style-type: none"> <li>i. <b>Name of Bank Account:</b> IWAI Fund</li> <li>ii. <b>Bank Name and Address:</b> Union Bank of India, Sector 15, Noida</li> <li>iii. <b>Bank Account number:</b> 513202050000007</li> <li>v. <b>IFSC: UBIN0551325</b></li> </ul> <p><b>Tender fee details:</b> INR 2,950/- including GST (i.e. Rs.2500/- + Rs.450/- @18% GST) Tender fee for the amount mentioned above shall be deposited to IWAI Fund through RTGS/ NEFT in the following account:</p> <ul style="list-style-type: none"> <li>i. <b>Name of Bank Account:</b> IWAI Fund</li> <li>ii. <b>Bank Name and Address:</b> Syndicate Bank, Transport Bhawan, New Delhi</li> <li>iii. <b>Bank Account number:</b> 90622150000086</li> </ul>	<p>It is noted that the bank account details for EMD as mentioned in Article 6.1.1 of ITB are different from those mentioned for Tender Fee under the Bid Data Sheet (page 32 of Section III).</p> <p>As typically, the same bank account details are referred for EMD and Tender Fee, it is requested to confirm if one bank account may be used for both or different ones (as currently in tender) may be used for EMD and Tender Fee for this tender.</p>	Bank details provided for EMD and tender fee provided in the RFP is correct. Bidders are requested to proceed as per provision of the RFP.

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		v. IFSC: SYNB0009062		
3.	Article 6.9.3 of ITB, page 13	In case the Bidder is a JV / Consortium of two members, then the minimum share of the 2nd member shall not be less than 25%. In case the Bidder is a JV / Consortium of three members, then the minimum share of 2nd and 3rd member shall not be less than 15% each, with total share of all the JV / Consortium members being 100%.	<p>It is submitted that for a consulting assignment under this tender, for a consortium/joint venture, there shall be no paid-up capital towards undertaking the work. Therefore, the consortium/joint venture members shall be unable to demonstrate shareholding pattern.</p> <p>It is requested that this condition of shareholding may be removed.</p> <p>However, in interest of smooth project delivery, bidders may be asked to assign a Lead Member in whose name necessary Power of Attorney may be furnished which is also standard practice for such consulting assignments and tenders.</p>	No change in the RFP provision is proposed.
4.	Article 6.9.4.3 of ITB, page 14	It may be noted that in the event, the JV / Consortium is declared the selected Bidder and awarded the Project, the members of JV / Consortium shall jointly incorporate a separate Company and register the same under the provisions of Companies Act, 2013. The Contract Agreement shall be signed by the separate Company incorporated to execute this Project.	<p>We would like to highlight that unlike EPC or other goods related assignments, a consulting assignment such as this (Consultancy Services for Mapping of Traffic movement on National Waterways) does not require a large outlay of financial resources or complex legal liability arrangements that typically require formation of a separate registered company for project execution.</p> <p>Therefore, it is requested that the condition for selected bidder to incorporate a separate registered company may be waived off.</p>	Request of the bidders is considered. The Article 6.9.4.3 of ITB, page 14 has been modified as follows; <i><u>It may be noted that in the event, the JV / Consortium is declared the selected Bidder and awarded the Project, the members of JV / Consortium jointly need not required to incorporate a separate Company and register the same under the provisions of Companies Act, 2013. The Contract Agreement shall be signed by the Lead member with authorization by members of JV.</u></i>
5.	Article 16.4.1 (b) of ITB, page 29	The weightage, Technical (Tw) and Financial (Fw) would be given for Technical and Financial proposals, where Tw = 0.70 and Fw = 0.30	As is the typical practice in multiple Govt tenders for consultancy services in the ports, maritime, inland waterways and transport sectors in India for promoting good quality of technical proposal especially approach and methodology and team members proposed, it	Article 16.4.1 (b) of ITB, page 29 is amended as ; The weightage, Technical (Tw) and Financial (Fw) would be given for Technical and Financial proposals, where Tw = 0.80 and Fw = 0.20

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			<p>is requested that the QCBS condition may kindly be changed from 70:30 to 80:20.</p> <p>It is therefore, requested to modify the provision in following manner:</p> <p>The weightage, Technical (Tw) and Financial (Fw) would be given for Technical and Financial proposals, where Tw = 0.80 and Fw = 0.20</p>	
6.	Article 4.1 (i) of Terms of Reference (TOR), page 65	The Consultant shall study the existing reports, data and other information available with IWAI, State Waterway Transport authorities, Maritime boards and other reliable resources to identify the National Waterways that have traffic movement.	It is requested that existing reports, data and information available with IWAI, State Waterway Transport Authorities and Maritime Boards may be provided by IWAI for the study to the selected bidder, as many of these reports may not be publicly available.	Please check the available reports of IWAI in IWAI website ( <a href="https://iwai.nic.in/">https://iwai.nic.in/</a> )
7.	Article 4.2 (iii) of TOR, page 66	<p>Undertake detailed assessment of existing traffic movement (including conventional and Ro-Ro traffic of cargo and passengers) through registered &amp; unregistered inland vessels and small ferry boats etc. on the Operational NWs.</p> <p>To establish the quantum and nature of existing traffic movements, the Consultant will conduct a comprehensive primary data collection exercise through on-site surveys at all locations listed under Annexure VII of the RFP and allocated under different Zones as under as well the additional locations identified in 4.1 above:</p>	<p>We request the Authority to clarify if Consultant shall be required to conduct survey at all 560 locations stated as per the table in article 4.2 (iii) or a few locations will be selected by mutual agreement between Authority and Consultant.</p> <p>Moreover request you to please clarify the relation between 560 locations mentioned in Annexure VII and article 4.1 (iii).</p>	<p>For more clarity the clause 1.5, 4.1 &amp; 4.2 of Section VI-ToR along with Annexure-VII may be referred in conjugation.</p> <p>It is to mention that tentative 560 locations of 25 NWs has been provided under clause 1.5 &amp; 4.1(iii), however, actual number may be ascertained during the data collection. In addition, as and when required the Consultant may be asked by IWAI to cover up to additional 20% locations for traffic survey. These locations may or may not be on the NWs listed under clause 1.5.</p>
8.	Article 4.2 (iii) of TOR, page 66	<p>Undertake detailed assessment of existing traffic movement (including conventional and Ro-Ro traffic of cargo and passengers) through registered &amp; unregistered inland vessels and small ferry boats etc. on the Operational NWs.</p> <p>To establish the quantum and nature of existing traffic movements, the Consultant will conduct a</p>	<p>The clause mentions only 25 operational NWs. It is understood that traffic survey shall be required for these 25 operational NWs only and not any other NW. Please confirm.</p>	<p>Please refer reply at para 7 above.</p> <p>Further, during the 1<sup>st</sup> year, collection of data on 25 NWS and identification of all potential location in 111 NWs is to be done (refer clause 6 of Section-VI).</p> <p>Based on the approval of identified locations during 1<sup>st</sup> year, data collection and traffic</p>

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		comprehensive primary data collection exercise through on-site surveys at all locations listed under Annexure VII of the RFP and allocated under different Zones as under as well the additional locations identified in 4.1 above:		projection for all identified locations of 111 NWs as per timelines & milestones under clause 6 needs to done during 2 <sup>nd</sup> year.
9.	Articles 4.2 (iii) and 4.3 of TOR page 66 onwards	Undertake detailed assessment of existing traffic movement (including conventional and Ro-Ro traffic of cargo and passengers) through registered & unregistered inland vessels and small ferry boats etc. on the Operational NWs. To establish the quantum and nature of existing traffic movements, the Consultant will conduct a comprehensive primary data collection exercise through on-site surveys at all locations listed under Annexure VII of the RFP and allocated under different Zones as under as well the additional locations identified in 4.1 above.	It is understood that this assignment shall pertain to mapping of existing traffic currently plying on NWs and the Consultant shall not be required to identify and divertible traffic for NWs. Please confirm.	It is always better to have an assessment for divertible cargo for assessment during future project. However, projection must be realistic and preferably based on primary data collection.
10.	Article 2.1 (B) of TOR, page 66	Take samples of the traffic at various locations and estimate the actual traffic through scientific statistical methods so that overall error is less than 2%. The seasons & variation months to be considered for accurate estimation.	<p>It is submitted that Consultant shall employ scientific methodology in estimating the actual traffic as part of this study and shall also provide details of assumptions and necessary interventions required for the estimated traffic. However, realization of actual traffic is dependent on multiple factors which may lie outside the purview of this study.</p> <p>Therefore, we request the Authority to share the approach through which overall error shall be computed and how it shall be attributed.</p> <p>Moreover, it is requested that this condition may be removed from the tender conditions.</p>	No change in the RFP provision is proposed.
11.	4.3 (iv) of TOR, PAGE 68	The findings of traffic projections should be able to identify key gaps in infrastructure like terminal, associated logistics facilities, cold storage / warehousing etc. required for enhanced IWAI freight traffic movement.	We understand that the Consultant shall be required to identify infrastructure gaps at a high level only for cargo traffic and not for passengers. Please confirm.	Consultant shall be required to identify infrastructure gaps for cargo traffic as well as for passengers also. However, technical details and design will not be part of consultant scope.

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			Also, we understand that technical details and design will not be part of consultant scope.	
12.	Article 4.2 (v) and (ix) of TOR page 66 onwards	<p>The duration of on-site survey at each location listed in Annexure-VII and any additional locations identified for survey during the course of the study should be minimum two (02) working days.</p> <p>Map the seasonal variations in traffic movement by assessing:</p> <p><b>a.</b> Variation in traffic due to production/ consumption variation: Through primary discussions at the time of survey and Consultant's views/ experience gained at the time of survey</p> <p><b>b.</b> Variation in traffic due to change in navigational conditions on NWs: By conducting surveys in Lean season and Flood season</p>	It is understood that at a particular location, survey shall be conducted for minimum two days in an entire year and observations on seasonal variation shall be encompassed within those days. Please confirm.	At each relevant location, at least two days per survey shall be spent for each season i.e. twice in a year.
13.	4.5 (ii) of TOR, page 69	Suggest conceptual plan for continuous monitoring of cargo and passenger traffic movement for 111 NWs in India on a monthly basis using suitable technology solution(s)	It is understood that while Consultant shall be involved for a conceptual plan for suitable technology solution(s) for continuous traffic monitoring, implementation of such solutions or vendor onboarding for such solutions shall not be the Consultant's responsibility under this assignment.	No change in the RFP provision is proposed.
14.	Annexure VII, page 105 onwards	TRAFFIC HANDLING LOCATIONS OF NATIONAL WATERWAYS	<p>Select location names for different NWs contain more than one location.</p> <p>For instance it is mentioned - Kolkata to Haldia (50 locations) for NW-1, To be determined (4 locations) for NW-10, To be determined (6 locations) for NW-83, To be determined (45 locations) for NW-111.</p> <p>The Authority is requested to clarify which these locations will be.</p>	Please refer clause 4.2 for more clarity.

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			Moreover, the Authority is requested to clarify if Consultant will need to conduct survey at all such locations, or can shortlist from the list.	
15.	Article 9.1 of Conditions of Contract, page 88	Except in gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the services, the Consultant, with respect to damage caused by the Consultant to Employer's property shall not be liable to Employer	It is requested that this provision may kindly be revised in following manner:  Except in gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the services, the Consultant, with respect to damage caused by the Consultant <b>in connection with the services</b> shall not be liable to Employer	No change in the RFP provisions is proposed.
16.	Articles 9.1.1 and 9.1.2 of Conditions of Contract, page 88	9.1.1 For any indirect or consequential loss or damage; and 9.1.2 For any direct loss or damage equal to the total payments for professional fees and reimbursable expenditure made or expected to be made to the Consultant hereunder.	It is requested that this provision may kindly be revised in following manner:  9.1.1 For any indirect or consequential loss or damage; and 9.1.2 For any direct loss or damage <b>exceeding</b> the total payments for professional fees and reimbursable expenditure made or expected to be made to the Consultant hereunder.	No change in the RFP provision is proposed.
17.	Article 9.2 of Conditions of Contract, page 88	This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the services.	It is requested that this provision may be removed.	No change in the RFP provision is proposed.
18.	Article 3.2 of Conditions of Contract, Page 86 and Article 7 of ITB, Page 15	Article 3.2 of Conditions of Contract  Conflict of Interests: The Consultant shall hold the Employers' interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests.	With respect to conflict of interest, we request that the provisions may be read with the following:  - Any declaration with respect to conflict of interest can be given as on the current date only i.e. on present conflicts if any and not on potential conflicts.  - The requirements of conflicting assignments to be curtailed to the engagement team of the consultant only.	No change in the RFP provision is proposed.



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		<p>The Consultant as well as their sub-consultants and their personnel shall not engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract. If during the period of this contract, a conflict of interest arises for any reason, the Consultant shall promptly disclose the same to the Employer and seek its instructions.</p> <p>Article 7 of ITB</p> <p>7.1 Employer requires that selected bidder (the “Consultant”) provides professional, objective, and impartial advice and at all times holds the Employer's interests paramount, strictly avoids conflicts with other assignment(s) / job(s) or his own corporate interests and act without any consideration for future work.</p> <p>7.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p> <p>(a) Conflicting Activities: A firm or any of its affiliates who has been engaged by the Employer to provide goods, works or assignment / job other than consulting assignment / job for a project shall be disqualified from providing consulting assignment / job related to those goods, works or assignments/ jobs. Conversely, a firm or any of its affiliates who have been hired to provide consulting assignment / job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment / job other than consulting</p>	<p>- The term ‘affiliates’ shall be limited to ‘affiliates in India’ only.</p>	<p>No change in the RFP provision is proposed.</p>

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		<p>assignment / job resulting from or directly related to the firms consulting assignment / job for such preparation or implementation. For the purpose of this paragraph, assignment / job other than consulting assignment / job are defined as those leading to a measurable physical output; for example surveys, exploratory drilling, aerial photography, satellite imagery etc.</p> <p>(b) Conflicting Assignment / Job: A Consultant {including its Personnel and Sub-consultant(s)} or any of its affiliates shall not be hired for any assignment / job that by its nature may be in conflict with another assignment / job of the Consultant to be executed for the same or for another Employer, for example a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Consultant assisting an Employer in the privatization of public assets shall not purchase nor advise purchasers of such assets. (c) Conflicting Relationships: A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job (ii) the selection process for such assignment / job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.</p> <p>7.3 Consultants have an obligation to disclose any situation of actual or potential conflict that</p>		

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
		<p>impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the consultant during bidding process or termination of its Contract during execution of assignment.</p> <p>7.4 No agency or current employees of the Employer shall work as Consultants of any Bidder.</p>		
19.	Article 7 of Conditions of Contract, page 88	<p>If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this tender document, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement reached within a period of 30 days from the date on which the above-mentioned dispute or difference arose.</p> <p>The aggrieved party may request to Chairperson, IWAI (i.e. the appointing authority) for appointment of sole arbitrator to adjudicate the disputes. The Chairperson, IWAI will provide the option of 3 names of the arbitrators from its panel to the aggrieved party. The aggrieved party may consent one of the arbitrators to be appointed as Sole Arbitrator within 15 days. If the aggrieved party fails to consent any arbitrator, Chairperson, IWAI will appoint the sole arbitrator from the suggested panel, which shall be final. If the arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any</p>	It is understood that any dispute arising under this engagement, which is not resolved amicably, shall be referred to a sole arbitrator who shall be mutually appointed by the parties and the arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. Please confirm.	Clause 7 referred is self-explanatory.

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		<p>reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The Arbitration shall be conducted in accordance with the provisions of the Arbitration &amp; Conciliation Act, 1996 read with the Arbitration &amp; Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.</p> <p>It is also a term of this contract that the arbitrator shall adjudicate only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him. The arbitrator shall give reasons for the award.</p> <p>In case of contract with another Public Sector Undertaking, following Arbitration Clause shall apply: "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax &amp; Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22nd May 2018."</p>		
20.	-	-	Since reports/deliverables by the Consultant may be shared by IWAI with other parties, we request that the following provision may also be included to Conditions of Contract	Proposed addition in RFP is not required.

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			<p><i>“Employer shall indemnify and hold us harmless against any expenses (including reasonable fees and disbursements of counsel), loss, damage, harm or injury (collectively “Losses”) that may be suffered or incurred by us arising out of or relating to disclosing of our deliverables to a third party.”</i></p>	
21.	Article 2 (b) (v) of Notice inviting e-tender, page 6	Bid Submission Last Date: 05.09.2023	<p>Since the technical bid requires identification of most suitable team and compilation of multiple documents, we request that the bid submission date may be extended by a period of at least 3 weeks from current deadline (of 5 September 2023) such that bidders may be allowed total 4 weeks’ time after release of pre-bid query responses.</p>	Last dated for submission of bid has been extended up to 10.10.2023.
<b>2. M/s PwCPL</b>				
22.	SECTION – II: INSTRUCTIONS TO BIDDERS (ITB) Clause- 6.9: Bids by Joint Venture (JV) / Consortium Sub-Clause 6.9.4.3	<p>Sub-Clause 6.9.4.3 It may be noted that in the event, the JV / Consortium is declared the selected Bidder and awarded the Project, the members of JV / Consortium shall jointly incorporate a separate Company and register the same under the provisions of Companies Act, 2013. The Contract Agreement shall be signed by the separate Company incorporated to execute this Project.</p>	<p>Since this is a consultancy contract, it may not be feasible to form a separate Company and register the same under the provisions of Companies Act, 2013, in case of JV.</p> <p>Hence, client is requested to kindly remove this requirement.</p>	Please refer the reply at sl no 4 above.
23.	Clause 2 (b) (v): Bid Submission Last Date of the NOTICE INVITING E-TENDER	Bid Submission Last Date: 05.09.2023 up to 1500 hrs	<p>As per the detailed review of scope of work indicated in the RFP along with the teaming requirements, we understand that it will be very important to identify right set of resources and chalking out an apt workplan to meet the envisaged objectives of the study. Also, it will be important to map the team as per the geographies/ zones highlighted under</p>	Please refer the reply at sl no 21 above.

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			<p>the terms of reference. Further, some more time will be required to prepare a comprehensive and competitive proposal for this precious opportunity.</p> <p><i>Hence, we request the Client to kindly extend the bid submission deadline by at least 3 (three) weeks i.e. till 26.09.2023 up to 1500 hrs.</i></p> <p>Kindly consider our request.</p>									
24.	Clause 10: Submission of Bids Sub-Clause: 10.1.4	The Bidder has to ensure that the time allocated for the Key Personnel does not conflict with the time allocated for any other assignment. The Employer reserves the right to request a workload projection (including time spent on other projects / clients) for the Key Personnel.	We request the client to kindly confirm whether any of the key experts are required to be deployed at IWAI offices (Head office or field offices) as full-time deployment during the assignment.	Deployment of key personnel's are not required at IWAI offices. However, the key personnel's are available to attend the IWAI offices as and when required.								
25.	Clause 16.2: Technical Evaluation 16.2.1 (2): CVs of Key Personnel - Sub-Criteria for each Key Personnel: Traffic data Analyst	Scoring for Traffic Data Analyst	The total marks allocated for Traffic data Analyst is 5 marks, whereas per the table it is coming as 4.5 marks. The same may be reviewed & amended accordingly. We request the client to kindly correct the same.	<p>The modified scoring for traffic data analyst are as follows;</p> <table border="1" data-bbox="1516 922 1999 1469"> <tbody> <tr> <td data-bbox="1516 922 1562 1469">4</td> <td data-bbox="1562 922 1667 1469">Traffic Data Analyst</td> <td data-bbox="1667 922 1919 1230">Minimum: Graduate in any field with minimum overall experience of 5 years out of which minimum 3 years of experience in conducting market and traffic studies</td> <td data-bbox="1919 922 1999 1230">2.5</td> </tr> <tr> <td colspan="2" data-bbox="1516 1230 1667 1469"></td> <td data-bbox="1667 1230 1919 1469">Preferred Qualification: Master's Degree / Post Graduate Diploma in relevant field</td> <td data-bbox="1919 1230 1999 1469">0.5</td> </tr> </tbody> </table>	4	Traffic Data Analyst	Minimum: Graduate in any field with minimum overall experience of 5 years out of which minimum 3 years of experience in conducting market and traffic studies	2.5			Preferred Qualification: Master's Degree / Post Graduate Diploma in relevant field	0.5
4	Traffic Data Analyst	Minimum: Graduate in any field with minimum overall experience of 5 years out of which minimum 3 years of experience in conducting market and traffic studies	2.5									
		Preferred Qualification: Master's Degree / Post Graduate Diploma in relevant field	0.5									

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				<table border="1"> <tr> <td data-bbox="1514 310 1562 747"></td> <td data-bbox="1562 310 1667 747"></td> <td data-bbox="1667 310 1919 747">           Number of assignments covering the similar works experience in the IWT / Ports projects           <ul style="list-style-type: none"> <li>• 1 to ≤ 2 Projects: 1.0 mark</li> <li>• &gt; 2 Projects and &lt; = 3 Projects: 1.5 marks</li> <li>• More than 3 Projects: 2.0 marks</li> </ul> </td> <td data-bbox="1919 310 2007 747">2.0</td> </tr> </table>			Number of assignments covering the similar works experience in the IWT / Ports projects <ul style="list-style-type: none"> <li>• 1 to ≤ 2 Projects: 1.0 mark</li> <li>• &gt; 2 Projects and &lt; = 3 Projects: 1.5 marks</li> <li>• More than 3 Projects: 2.0 marks</li> </ul>	2.0
		Number of assignments covering the similar works experience in the IWT / Ports projects <ul style="list-style-type: none"> <li>• 1 to ≤ 2 Projects: 1.0 mark</li> <li>• &gt; 2 Projects and &lt; = 3 Projects: 1.5 marks</li> <li>• More than 3 Projects: 2.0 marks</li> </ul>	2.0					
26.	SECTION –VI: TERMS OF REFERENCE (ToR) Clause-4: Detailed Scope of Work Sub-Clause 4.1: Study of all national waterways and identify the locations therein to study for traffic movements	4.1: Study of all national waterways and identify the locations therein to study for traffic movements  (ii) The Consultant shall identify the locations for existing traffic on the National Waterways and these may be similar or in addition to the locations mentioned in Annexure VII. The new locations shall be confirmed in discussion with IWAI prior to commencement of any site surveys.	We understand that the reference scope item refers to study of 25 priority national waterways listed in the RFP and not all 111 national waterways. Request client to kindly clarify/ confirm the same.	Please refer reply at para 7 & 8 above for clarity.				
27.	SECTION –VI: TERMS OF REFERENCE (ToR) Clause-4: Detailed Scope of Work Sub-Clause 4.2: Mapping of Traffic Movement	4.2: Mapping of Traffic Movement	We understand that scope item 4.2 pertains to mapping of traffic movement at various locations on the given list of 25 operational national waterways only and not all 111 national waterways.  Further, it is understood that the locations will have to be identified to study traffic movements for such 25 national waterways only including extensive stakeholder interactions with truck operators, warehouse	Please refer reply at para 7 & 8 above for clarity.				

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought																					
			operators, industrial units, warehouse operators and others, etc. Request client to kindly clarify/ confirm the same.																					
28.	SECTION –VI: TERMS OF REFERENCE (ToR) Clause-4: Detailed Scope of Work Sub-Clause 4.2 (iii): Mapping of Traffic Movement	<p>4.2: Mapping of Traffic Movement</p> <p>(iii) Undertake detailed assessment of existing traffic movement (including conventional and Ro- Ro traffic of cargo and passengers) through registered &amp; unregistered inland vessels and small ferry boats etc. on the Operational NWs. To establish the quantum and nature of existing traffic movements the Consultant will conduct a comprehensive primary data collection exercise through on-site surveys at all locations listed under Annexure VII of the RFP and allocated under different Zones as under as well the additional locations identified in 4.1 above:</p> <table border="1" data-bbox="489 915 997 1515"> <thead> <tr> <th data-bbox="489 915 596 1057">Zone</th> <th data-bbox="596 915 747 1057">States</th> <th data-bbox="747 915 898 1057">No. of NWs</th> <th data-bbox="898 915 997 1057">Survey locations (Nos.)</th> </tr> </thead> <tbody> <tr> <td data-bbox="489 1057 596 1198">East-1</td> <td data-bbox="596 1057 747 1198">Bihar, Jharkhand, W. Bengal, UP</td> <td data-bbox="747 1057 898 1198">05 (NW-1, 44, 86, 94, 97)</td> <td data-bbox="898 1057 997 1198">157</td> </tr> <tr> <td data-bbox="489 1198 596 1333">East-2</td> <td data-bbox="596 1198 747 1333">Andhra Pradesh, Odisha, Telangana</td> <td data-bbox="747 1198 898 1333">05 (NW-4, 5, 14, 23, 64)</td> <td data-bbox="898 1198 997 1333">92</td> </tr> <tr> <td data-bbox="489 1333 596 1442">North East</td> <td data-bbox="596 1333 747 1442">Assam</td> <td data-bbox="747 1333 898 1442">04 (NW-2, 16, 31, 57)</td> <td data-bbox="898 1333 997 1442">90</td> </tr> <tr> <td data-bbox="489 1442 596 1515">South</td> <td data-bbox="596 1442 747 1515">Kerala</td> <td data-bbox="747 1442 898 1515">03 (NW-3, 8, 9)</td> <td data-bbox="898 1442 997 1515">81</td> </tr> </tbody> </table>	Zone	States	No. of NWs	Survey locations (Nos.)	East-1	Bihar, Jharkhand, W. Bengal, UP	05 (NW-1, 44, 86, 94, 97)	157	East-2	Andhra Pradesh, Odisha, Telangana	05 (NW-4, 5, 14, 23, 64)	92	North East	Assam	04 (NW-2, 16, 31, 57)	90	South	Kerala	03 (NW-3, 8, 9)	81	<p>With reference to the requirement indicated in this clause - <i>...as and when required the Consultant may be asked by IWAI to cover up to additional 20% locations for traffic survey...</i>, we wish to confirm that such additional locations will pertain to 25 priority national waterways as listed in RFP. If not, further clarification is sought if such locations can pertain to other waterways also and will the Client provide such locations to the Consultant.</p> <p>Request clarification in this regard.</p>	Please refer reply at para 7 & 8 above for clarity.
Zone	States	No. of NWs	Survey locations (Nos.)																					
East-1	Bihar, Jharkhand, W. Bengal, UP	05 (NW-1, 44, 86, 94, 97)	157																					
East-2	Andhra Pradesh, Odisha, Telangana	05 (NW-4, 5, 14, 23, 64)	92																					
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South	Kerala	03 (NW-3, 8, 9)	81																					



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		West	Goa, Gujarat, Maharashtra	08 (NW-10, 83, 5, 91, 68, 11, 73, 100)	140		
		Total		25	560		
		In addition to the above locations as well the additional locations identified as per clause 4.1 above, as and when required the Consultant may be asked by IWAI to cover up to additional 20% locations for traffic survey. These locations may or may not be on the NWs listed under clause 1.5.					
29.	SECTION –VI: TERMS OF REFERENCE (ToR) Clause-4: Detailed Scope of Work Sub-Clause 4.3 Projection of traffic movement	(iii)The projection of traffic movement should cater to planned developments of IWAI on National Waterways. It is to clarify that the projection of traffic must be done by the Consultant based on primary discussions conducted and views / experience gained while carrying out the traffic mapping surveys. The traffic projection must be made based on a sound methodology and reasonable analysis.				We understand that the assessment regarding projection of traffic movement as per listed scope of work shall be carried out based on the existing traffic/ cargo movement on waterways only and no other mode of transport (i.e. road, rail, etc.) is required to be studied under this assignment. Further, we understand this scope item does not include any total logistics cost assessment.  Kindly confirm our understand and clarify the above.	Clause is self-explanatory. Further, it is to confirm that this scope item does not include any total logistics cost assessment.
30	SECTION –VI: TERMS OF REFERENCE (ToR) Clause-4: Detailed Scope of Work Sub-Clause 4.4 Action Plan and Proposals for IWAI Freight movement based on	4.4. Action Plan and Proposals for IWAI Freight movement based on the strategies identified  (i) The Consultant shall propose location-based interventions, if any for the short term, medium term and long term that will facilitate increasing in waterways traffic in line with the vision of IWAI.				We request clarity from the client as to what criteria will define ‘short term’, ‘medium term’ and ‘long term’ interventions that needs to be proposed by the Consultant under this scope of work item. It is requested that the Client ma kindly define such criteria.	Based on the data collection by the consultant, consultant shall propose location-based interventions, if any for the short term, medium term and long term that will facilitate increasing in waterways traffic. It is always better to have an assessment for divertible cargo for assessment during future project. However, projection must be realistic and preferably based on primary data collection.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
	the strategies identified			
31.	SECTION –VI: TERMS OF REFERENCE (ToR) Clause-6: Time Schedule and Key Deliverables	<p>S.no. (ii): Draft Interim Report 1A with completed Traffic Survey Data and Traffic Projection for priority 25 NWs Season- 1 of Year-1 (Within 6 months)</p> <p>S.no. (iii): Draft Interim Report 1B with completed Traffic Survey Data and Traffic Projection for priority 25 NWs Season- 2 of Year-1 (Within 11 months)</p> <p>S.no. (v): Draft Interim Report 2A with Traffic Survey Data and Traffic Projection for all 111 NWs including priority 25 NWs for Season- 1 of Year-2 (Within 18 months)</p> <p>S.No. (vi): Draft Interim Report 2B with Traffic Survey Data and Traffic Projection for all 111 NWs including priority 25 NWs for Season- 2 of Year-2 (Within 18 months)</p>	<p>With reference to key deliverables S.no. (v) and S.no. (vi), it is clarified if the traffic survey data and mapping under interim report has to be submitted for all 111 NWs or priority 25 NWs.</p> <p>The reason for this query being that we understand that the proposed team of experts including traffic surveyors are to be deployed for mapping of traffic at various locations distributed across 5 zones listed under priority 25 NWs. Further, we also understand that the indicated team in RFP is for carrying out traffic mapping/ surveys scope for priority 25 NWs only and accordingly we shall budget for the same in our bid.</p> <p>We request the Client to kindly clarify the same.</p>	Please refer clarification at sl no 7 & 8 above.
32.	SECTION –VI: TERMS OF REFERENCE (ToR) Clause 7: Manpower Requirement & Eligibility Criteria	<p><u>Criteria for Traffic Surveyor</u></p> <p><u>Professional Experience:</u> <i>Minimum overall experience of three (3) years in carrying out on-site traffic surveys</i></p>	<p>We request the Client to change the professional experience criteria for ‘traffic surveyors’ as per below:</p> <p><u>Professional Experience:</u> <i>Minimum overall experience of two (2) years surveys in the Transport infrastructure sector</i></p>	No change in the RFP provision is proposed.
33.	SECTION –VI: TERMS OF REFERENCE (ToR) Clause 7: Manpower Requirement & Eligibility Criteria	<p><u>Criteria for Zonal Survey Anchors</u></p> <p><u>Professional Experience:</u> <i>Minimum overall experience of seven (7) years out of which minimum five (5) years of experience in leading teams in conducting market and traffic surveys</i></p>	<p>We request the Client to change the professional experience criteria for ‘Zonal Survey Anchors’ as per below:</p> <p><u>Professional Experience:</u> <i>Minimum overall experience of five (5) years out of which minimum three (3) years of experience in conducting market and traffic surveys in the</i></p>	No change in the RFP provision is proposed.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
		<i>in the Transport infrastructure sector (preferably in the Ports/ IWT projects)</i>	<i>Transport infrastructure sector (preferably in the Ports/ IWT projects)</i>	
34.	SECTION III: BID DATA SHEET Estimated cost of work	<u>Estimated cost of this work:</u> INR 7.08 crore excluding GST	We understand that the estimated cost of this work is arrived at by considering traffic mapping/ survey requirement at indicated 560 locations (plus 20% more locations based on inputs from IWAI) across 5 zones covering 25 priority national waterways (ANNEX-VII: TRAFFIC HANDLING LOCATIONS ON NATIONAL WATERWAYS) and does not correspond to survey requirements at all 111 national waterways. Accordingly, we plan to budget our bid including the indicated teaming requirements as per RFP considering 25 waterways. Kindly confirm that our understanding regarding indicative budget is correct.	Please refer clarification at sl no 7 & 8 above and clause 6 – time schedule and deliverables for more clarity.
35.	Clause 3.5 at page 10 of Instruction to Bidders; Point 8 of Form 4A at page 36; Point 2 of Form 4F at page 44	Pre-qualification requirement/declaration regarding blacklisting / debarment for the past 3-5 years	With reference to the highlighted clauses, we request the client to kindly limit the eligibility criteria regarding blacklisting and allow bidders who are not blacklisted as on the date of submission of the bid to participate in the bid.  Further, we also request the client to allow us to submit the blacklisting declaration based on the present status of our blacklisting / debarment as on date of submission of the bid.  Kindly consider our request.	No change in the RFP provision is proposed.
36.	Instruction to Bidders: Clause 10.1.3 (c)	c. List of Litigation History	We would request your good office to kindly clarify the objective criteria based on which these litigation details would have a bearing on the proposal evaluation. If there are no objective criteria, and if the litigation details would be subjectively / arbitrarily evaluated, then we firmly believe that seeking the	No change in the RFP provision is proposed.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
			<p>litigation details is not warranted and we would humbly request you to kindly consider deleting this requirement for seeking litigation details.</p> <p>Further, since these are pending litigations, the outcome of these litigations cannot be predicted with certainty. Most reputed firms with long standing operations may also have insurance policies to provide them with cover from any professional liability. Thus, even if such pending litigations are adversely determined against the bidder, they may not necessarily adversely impact the bidder's ability to provide services or continue as a going concern.</p> <p>In addition, there could be several matters of contractual dispute under arbitration. We understand that as per Section 42A of the Arbitration &amp; Conciliation Act, 1996, the parties to the arbitration agreement are mandated to maintain confidentiality of all arbitral proceedings. Accordingly, even if a bidder shares details of litigation, the details of pending arbitration cannot be shared by the bidder as a party to the arbitration. If that be the case, it is not clear what purpose can be achieved and what determination can be made, if any, about a bidder based on the details of mere pending litigations sans the details on pending arbitration. Therefore, we would request you to kindly reconsider the rationale for seeking litigation history / details from the bidders under the RFP and consider removing this requirement from the RFP.</p> <p>Therefore, we would request you to kindly reconsider the rationale for seeking litigation history / details from the bidders under the</p>	

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
			RFP and consider removing this requirement from the RFP.	
37.	SECTION – II: INSTRUCTIONS TO BIDDERS (ITB) Clause-19: Indemnity	19.1 It shall be deemed that by submitting the Bid, the Bidder agrees and indemnifies the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and / or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.	Regarding indemnities for claims, losses, damages, costs, expenses or liabilities related to or arising from the exercise of any rights and / or performance of any obligations, we request the client to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.	No change in the RFP provision is proposed.
38.	BDS, Security deposit & performance deposit	Performance Security: 5% of the quoted amount in the form of bank guarantee (including e-guarantee) from commercial bank or online payment acceptable in form safeguarding the interest of IWAI as per OM No.F. 1/2/2023-PPD dated 03.04.2023. of department of Expenditure Security deposit: 5% of the quoted amount in the form of RTGS deposited to IWAI Fund in terms of Clause 6.1.1 of ITB	As per the RFP, it is stated that 10% of the value of assignment to be kept on hold with IWAI. Out of 10% of the amount, 5% will be in liquid state (EMD will be converted into Security Deposit (SD)).  In view of the regular practices as per market, only performance security in the form of Bank guarantee is asked under such consultancy assignments. Hence request to kindly share the rationale for keeping security deposit in addition to the performance security. We propose to remove the security deposit as it will become a burden for the consultant considering duration of the project i.e. more than 2 years and instead only keep performance security component.	No change in the RFP provision is proposed.
39.	SECTION –VI: TERMS OF REFERENCE (ToR)	The Consultant shall identify the locations for existing traffic on the National Waterways and these may be similar or in addition to the locations mentioned in Annexure VII. The new locations shall be confirmed in discussion with	As per the RFP, we understand that total number of waterways to be covered under the study are 25 nos. & no. of locations for conducting surveys shall be 560 numbers. Requesting the client to kindly confirm the	Please refer clarification at sl no 7 & 8 above

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
	Scope of Work: Clause 4.1 (ii)	IWAI prior to commencement of any site surveys.	total number of locations where the surveys are required to be carried out.	
40.	SECTION –VI: TERMS OF REFERENCE (ToR)  Scope of Work: Clauses 4.2 (i), (ii), (iii) & (iv)	<i>Mapping of Traffic Movement</i>	As per the clause 4.2 of Scope of work, it has been asked reconnaissance survey, extensive stakeholder interaction with truck operators, warehouse operators, industrial units, warehouse operators and others etc. In this regard, we understand that the mapping of traffic shall be based on the existing traffic in the IWT sector only (traffic on other modes of transport is not to be considered).	Please refer clarification at sl no 9 above.
41.	Scope of Work  Clause 4.2 (v)	<i>The duration of on-site survey at each location listed in Annexure-VII and any additional locations identified for survey during the course of the study should be minimum two (02) working days.</i>	Please confirm whether duration of on-site survey i.e. 2 days are divided into one day during lean season & one day during flood season.	Please refer clarification at sl no 12 above.
42.	Scope of Works  Clause 4.3 (iv), (v)	<i>Projection of traffic movement (iv) The findings of traffic projections should be able to identify key gaps in infrastructure like terminal, associated logistics facilities, cold storage / warehousing etc. required for enhanced IWAI freight traffic movement. (v) The assessment shall also explore flexibility of new locations where IWAI facilities can be developed to capture potential traffic movement.</i>	As per the projection of traffic movement, please confirm whether any viability assessment is required to find out the key gaps in infrastructures & to explore flexibility of new locations where IWAI facilities can be developed to capture potential traffic movement.	Please refer clarification at sl no 11 above.
43.	Scope of work Clause: 4.4	<i>The Consultant shall propose location-based interventions, if any for the short term, medium term and long term that will facilitate increasing in waterways traffic in line with the vision of IWAI.</i>	We understand that the assessment shall be carried out based on the existing traffic/ cargo movement on waterways and no additional or other mode of traffic/ cargo are required to be studied as per terms of reference under this assignment. Please confirm the same.	Please refer clarification at sl no 30 above.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
44.	Scope of work Clause 4.3 (i)	<p>(a) Year-wise traffic projection up to 2030 (for both Financial (April-March) and Calendar years (January-December))</p> <p>(b) Five yearly traffic projection for the years 2035, 2040, 2045 and 2047 (for both Financial (April-March) and Calendar years (January-December))</p>	Requesting to kindly keep projection according to the financial year.	No change in the provisions is proposed.
45.	Clause no 7, Manpower requirement & eligibility criteria, Traffic surveyors	<p><i>The consultant shall submit to IWAI the name, educational qualification, professional experience and contact details (mobile number) of each Traffic surveyor along with the team deployment plan. In case of replacement of any Traffic surveyor during the course of the survey activities, the details of the new Traffic surveyor will be shared by the Consultant at the time of deployment.</i></p>	<p>As pe. the RFP, total number of traffic surveyors are required for 5 zones is 30 numbers. Further, their name, educational qualifications, mobile numbers etc. has also been asked to be submitted during bid submission, whereas their CVs shall not be evaluated at bidding stage.</p> <p>In order to arrange such a large number of traffic surveyors the consultant would need more time to identify and plan deployment of such 30 nos. resources. In view of the same, we request the Client to kindly allow us to share such details of traffic surveyors at the deployment stage only instead of bidding stage.</p>	<p>Request is considered.</p> <p><i>The consultant shall submit to IWAI the name, educational qualification, professional experience and contact details (mobile number) of each Traffic surveyor along with the team deployment plan at the deployment stage for approval from respective Regional offices of each zone.</i></p>
46.	SECTION - VII: CONDITIONS OF CONTRACT Clause 2.8: Liquidated damages	<p>Clause 2.8: Liquidated damages If the Consultant fails to complete the “Key Deliverables” (as enumerated in ToR, Section VI) within the time period(s) as stipulated in the ToR or any extended period, the Consultant shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty) at the rate of ½% (half percent) per week or part of the week on the total value of the Contract subject to a maximum of 10% of the total value of the Contract.</p>	<p>We request client to kindly cap the liquidated damages/penalties cumulatively to 5% of the total contract value.</p> <p>Further, we understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore, we request the Client to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.</p> <p>Lastly, we understand that we would be liable to pay liquidated damages to the extent</p>	No change in the provisions is proposed.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
			corresponding breach is solely attributable to us. Kindly confirm.	
47.	SECTION - VII: CONDITIONS OF CONTRACT  Clause 2.6: Completion Time and Extension	Clause 2.6: Completion Time and Extension	<p>Client is requested to kindly take note of the following and provide suitable considerations to the Consultant:</p> <p>Time is of essence: By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the client and other third parties for completing the project. There may be delays on part of client and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines. You may exercise your right to terminate the contract in case of material breaches. Client is requested to kindly delete any conflicting clauses for the same.</p> <p>Further, since there are LDs for delay in achieving the timelines, it does not look legally feasible to have time as essence of the contract.</p>	No change in the provisions is proposed.
48.	SECTION - VII: CONDITIONS OF CONTRACT Clause 3: Obligations of the Consultant Sub-Clause 3.3: Confidentiality	3.3 Confidentiality: Except with the prior written consent of the Employer, the Consultant and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the Consultant and its personnel make public the recommendations formulated in the course of, or as a result of the services.	Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For e.g., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause:	No change in the provisions is proposed.



S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
			<p><i>"Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."</i></p>	
49.	SECTION - VII: CONDITIONS OF CONTRACT Clause 3: Obligations of the Consultant Sub-Clause 3.3: Confidentiality	3.3 Confidentiality: Except with the prior written consent of the Employer, the Consultant and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the Consultant and its personnel make public the recommendations formulated in the course of, or as a result of the services.	<p>Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause:</p> <p><i>"Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes."</i></p>	No change in the provisions is proposed.
50.	Clause 21 at page 30 of Instruction to Bidders and Clause 3.7 at Pg 86 of Conditions of Contract	(Instruction to Bidders) Clause 21: Ownership of Document and Copyright  and	No protection to our pre-existing IPRs: There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership	No change in the provisions is proposed.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
		(Conditions of Contract) Clause 3.7: Documents prepared by the Consultant to be the property of the Employer	<p>in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by MeitY in its guidelines.</p> <p><i>"Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a nonexclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."</i></p>	
51.	Clause 7 at page 15 Instruction to Bidders (ITB) and Clause 3.2 at Pg-86 of Conditions of the Contract	Conflict of interest	<p>With respect to highlighted clauses, there are several conflict of interest related obligations on us and there are certain declaration requirements.</p> <p>We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish the client to note that while we have a mechanism in place to identify patent and direct conflict</p>	No change in the provisions is proposed.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
			of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	
52.	Clause 18 of Instruction to Bidders (ITB) at page 29 and Clause 3.4 Conditions of Contract at Pg-86	Insurance	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Kindly confirm.	No change in the provisions is proposed.
53.	SECTION - VII: CONDITIONS OF CONTRACT Clause 9: Professional Liability	Clause 9: Professional Liability	Client is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by MeitY. It is also the normal industry practice. Client may consider including the following language:  <i>"Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</i>	
54.	SECTION - VII:	Clause 9: Professional Liability	As per our understanding of this clause, there are following exceptions to the limitation of	Please refer clarification at sl no 15, 16 & 17 above.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
	CONDITIONS OF CONTRACT Clause 9: Professional Liability		liability with respect to damage caused by the Consultants to the Client's property: 1. Negligence; 2. Willful misconduct Client is kindly requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.	
55.	SECTION - VII: CONDITIONS OF CONTRACT Clause 9: Professional Liability	Clause 9: Professional Liability	As per our understanding of this clause, indirect and consequential losses are not entirely excluded from liability. Client is requested to include a clause to state that consultancy will not be liable for any indirect and consequential losses or damages. This is as per GFR and MeitY guidelines and also the industry standard. Even the Contract Act, stipulates and remote and consequential damages are not payable. Client is requested to include the below clause:  <i>"Purchase/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</i>	Please refer clarification at sl no 15, 16 & 17 above.
56.	SECTION - VII: CONDITIONS OF CONTRACT Clause 7.1	Clause 7.1: Arbitration	In order to uphold the principles of natural justice (Nemo judex in causa sua- no one should be judged in ones own case) and the provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by the Consultant, one by the client and the two arbitrators appoint third arbitrator. We request you to kindly consider the same.	Please refer clarification at sl no 19 above.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
57.	SECTION - VII: CONDITIONS OF CONTRACT Clause 3: Obligations of the Consultant Sub-Clause 3.3: Confidentiality	3.3 Confidentiality: Except with the prior written consent of the Employer, the Consultant and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the Consultant and its personnel make public the recommendations formulated in the course of, or as a result of the services.	Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For e.g., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause:  <i>"Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."</i>	No change in the provisions is proposed.
58.	SECTION - VII: CONDITIONS OF CONTRACT Clause 10: Miscellaneous Provisions Sub-Clauses (iv), (v), (vi) and (vii)	iv. The Consultant shall at all-time indemnify and keep indemnified the Employer against all claims / damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this project	We request client to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines.  <i>"1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages,</i>	No change in the provisions is proposed.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
			<p><i>that may be finally awarded against Indemnified Party.</i></p> <p><i>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a non-infringing equivalent; iii. Modify it to make it non-infringing.</i></p> <p><i>3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement."</i></p>	
59.	SECTION - VII: CONDITIONS OF CONTRACT Clause 10: Miscellaneous Provisions Sub-Clauses (v)	v. The Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.	Indemnities for death and bodily injury - Request client to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.	No change in the provisions is proposed.
60.	SECTION - VII:	v. The Consultant shall at all times indemnify and keep indemnified the Employer against any	Indemnities for claims by employees in respect of wages, salaries, remuneration,	No change in the provisions is proposed.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
	CONDITIONS OF CONTRACT Clause 10: Miscellaneous Provisions Sub-Clauses (v)	claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.	compensation - Request client to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.	
61.	SECTION - VII: CONDITIONS OF CONTRACT Clause 1.5 (xv) Pg 81/ Clause 2.9.4 (b) Pg 85/ Clause 11 (b) Pg 89 CC	Risk Purchase	Request client to limit our liability under this clause to 10% of the value of corresponding goods/services not delivered by us. Please also confirm that client will use government procurement norms (including price discovery) for procurement of such services from third parties.	No change in the provisions is proposed.
62.	Clause 10 (vii) Pg 89 of Conditions of Contract and Article 6 of Annex-I at Pg 94	<p>Clause 10: <u>Miscellaneous Provisions</u> vii. All claims regarding indemnity shall survive the termination or expiry of the contract.</p> <p>And</p> <p><u>Article 6: Duration of the Pact</u></p> <p>This Pact begins when both the parties have legally signed it. It expires 18 months after the completion of work under the contract.</p> <p>If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Employer.</p>	With reference to the subject clauses, we request the client to kindly consider that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract.	No change in the provisions is proposed.
63.	Clause 2 (a) of NIT	Cost of tender document: Rs. 2,950/- including GST	Please refer to Rule 161 (IV) of GFR 2017. We understand that cost of tender document should not be charged under the said Rule. Accordingly, we request you to waive / delete the requirement for submitting tender fee under the RFP.	

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
64.	New Clause Proposed ( <i>Allow to engage Subconsultant</i> )	NA ( <i>New Clause Proposed</i> )	The client is kindly requested to allow the consultant to engage sub-consultants to carry out the data collection related activities.	No change is required in the RFP
65.	New Clause proposed	NA (No clause in RFP – new clause proposed)	Indemnities not subject to final determination by court/arbitrator - We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by MeitY in its guidelines.	No change is required in the RFP
66.	New Clause proposed	NA (No clause in RFP – new clause proposed)	No process for indemnity: Following clause is proposed under the same: <i>The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified</i>	No change is required in the RFP



S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
			<p><i>Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).</i></p>	

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
67.	New Clause proposed	NA (No clause in RFP – new clause proposed)	<p>No third-party disclaimer: There is no restriction on the usage of deliverable. No third-party disclaimers. We request the client to kindly include a new clause covering following aspect:</p> <p><i>We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct</i></p>	No change is required in the RFP
68.	New Clause proposed	NA (No clause in RFP – new clause proposed)	<p>No acceptance criteria mentioned under deliverables.</p> <p>If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. Client is requested to kindly consider including the below simple clause:</p> <p><i>"Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non-acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if</i></p>	No change is required in the RFP

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
			<i>Client uses the draft deliverable, it will be deemed to be accepted."</i>	
<b>3. M/s TPFEPL</b>				
69.	Page No.32, Clause No. Section III: (ITB 2.1)	Method of Selection: Quality and Cost Based (QCBS) Selection Method (70:30).	we request you to change percentage of Tech & Financial for QCBS (Quality cum Cost Basis Selection): 80-20 Technical – 80, Financial -20	Please refer reply at para 5 above.
70.	Page no.33, Clause No. ITB 3.2 & ITB 16.1	“Similar Works” means “providing consultancy services for preparation of Feasibility Studies / Detailed Project Reports in which the scope includes traffic survey, analysis in the transport infrastructure sector (preferably in inland waterways transport sector) and assessment & future projections of cargo traffic in the transport and logistics projects” in the last 7 years before last date of submission of bid	We request you to change the clause as: - “Providing consultancy services for preparation of Feasibility Studies / Detailed Project Reports in which the scope includes traffic survey, analysis in the transport infrastructure sector (preferably in inland waterways transport sector) and assessment & future projections of traffic in the transport and logistics projects” in the last 7 years before last date of submission of bid	No change is required in the RFP.
71.	Page no.32, Clause No. ITB 6.1	EMD- INR 1,416,000 Lacs (i.e. 2% of estimated cost)	Request you to reduce the EMD cost up to INR 7.08 Lakhs (1% of Estimated cost)	No change is required in the RFP.
72.	Page no.32, Clause No. ITB 2.3	Date: 05.09.2023	Request you to extend the due date by At least 2 weeks after the pre-bid replies are given for smooth submission of the Proposal.	Last date for submission of bid is already extended up to 29.09.2023. For further extension please refer clarification at sl no 21 above.
<b>4. M/s. E&amp;Y</b>				
73.	Page 14 Clause 6.9.4.3	It may be noted that in the event, the JV / Consortium is declared the selected Bidder and awarded the Project, the members of JV / Consortium shall jointly incorporate a	Typically, for consultancy assignments incorporation of a separate Company is not required. The same may be governed by a JV Agreement / Consortium Agreement.	Please refer the reply at sl no 4 above.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
		separate Company and register the same under the provisions of Companies Act, 2013. The Contract Agreement shall be signed by the separate Company incorporated to execute this Project.	Therefore, we kindly request the Authority to relax this provision.	
74.	Page 24 Clause 16.1.1 Qualification Criteria for Consultancy Services	<p>The Bidder should have successfully completed / have ongoing projects “Similar Works” in previous 7 years before the last date of the Bid submission as per the criteria specified below:</p> <p>a. 3 similar completed services each costing not less than the amount equal to 40% of the estimated cost put to this tender, or</p> <p>b. 2 similar completed services each costing not less than the amount equal to 60% of the estimated cost put to this tender, or</p> <p>c. 1 similar completed service costing not less than the amount equal to 80% of the estimated cost put to this tender</p>	<p>Request the Authority to consider the following modification in the subject clause: The Bidder should have successfully completed / have ongoing projects “Similar Works” in previous 10 years before the last date of the Bid submission as per the criteria specified below:</p> <p>a. 3 similar completed services each costing not less than the amount equal to 20% of the estimated cost put to this tender, or</p> <p>b. 2 similar completed services each costing not less than the amount equal to 40% of the estimated cost put to this tender, or</p> <p>c. 1 similar completed service costing not less than the amount equal to 60% of the estimated cost put to this tender</p>	No change is required in the RFP.
75	16.2 Technical Evaluation	<p>Relevant Experience for the Assignment</p> <p>1. Similar experience in providing consultancy services for preparation of <i>Feasibility Studies / Detailed Project Report in which the scope includes traffic survey and analysis, in the transport infrastructure sector</i> in the last seven (7) years before the last date of Bid Submission</p> <ul style="list-style-type: none"> <li>• 1 to &lt;= 3 Projects: 02 Marks</li> <li>• &gt;3 and &lt;= 5 Projects: 04 Marks</li> <li>• &gt;5 Projects: 06 Marks</li> </ul> <p>2. Similar experience in the <i>Ports or Inland Waterways sector</i> in the last seven (7)</p>	Request the Authority to clarify the requirement / relevance of experience in the areas of geospatial digital identity and mapping in India for this assignment.	<p>Please note that as per Article 4.5 of TOR, Consultant shall be required to present use cases and conceptual plan for technology solutions especially GIS mapping for IWAI's future traffic monitoring along with training relevant IWAI team members for the same.</p> <p>Moreover, the Consultant may also evaluate and incorporate such technologies for conducting traffic surveys during the assignment.</p>

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
		<p>years before the last date of Bid submission</p> <ul style="list-style-type: none"> <li>• 1 to &lt;= 2 Projects: 01 Marks</li> <li>• &gt;2 and &lt;= 3 Projects: 02 Marks</li> <li>• &gt;3 Projects: 03 Marks</li> </ul> <p>3. Providing consultancy services in the <i>areas of geospatial digital identity and mapping</i> in India for Central/State Govt. agencies in India</p> <ul style="list-style-type: none"> <li>• 1 to &lt;= 2 Projects: 0.5Marks</li> </ul> <p>&gt;2 Projects: 01Marks</p>		
76	Page 26 Team Leader	<p>BE / B.Tech in any discipline with Master's Degree / Post Graduate Diploma (PGD) in relevant field with minimum overall experience of 15 years out of which minimum 7 years of experience in similar works in the Transport Infrastructure sector.</p> <p>Maximum marks: 4.0</p> <ul style="list-style-type: none"> <li>• 15-17 years: 2 marks</li> <li>• 17-19 years: 3 marks</li> <li>• 20+years: 4 marks</li> </ul> <p>Should have led at least one assignment of INR 4 Cr on implementation of national project or program for other Agency in India related to Transport/Logistics</p> <p>Maximum marks: 3.0</p> <ul style="list-style-type: none"> <li>• 1 assignment :1.5 mark</li> <li>• 2 or more assignments: 3.0 marks</li> </ul> <p>Number of assignments covering the similar works experience in the Ports/ IWT projects</p> <ul style="list-style-type: none"> <li>• 1 to &lt;= 2 Projects: 1 mark</li> <li>• &gt;2 Projects and &lt;= 3 Projects: 2 marks</li> <li>• More than 3 Projects: 3 marks</li> <li>• Permanent employee of the firm 2.0 Mark</li> </ul>	Request the Authority to consider 15+ years of experience for maximum marks. Further, request the Authority to reduce the value of eligible assignment from INR 4 Cr to INR 1 Cr.	No change is considered in the RFP.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
77.	Page 28 Note	Apart from above Key experts, a team of minimum 6 Traffic surveyor with each Zonal Survey Anchors (5 Zonal Survey anchors for five zones) is required to be deployed. Traffic surveyor shall be graduates.	We kindly request the Authority to not stipulate the number of traffic surveyors for each zone. The flexibility should be provided to consultant to deploy the number of surveyors based on requirement at different locations.	The provision of 6 Traffic surveyor with each Zonal Survey Anchors is the minimum requirement. However, consultant have the flexibility to increase the numbers as per requirement.
78	Page 29 16.4 Final Evaluation	(b) The weightage, Technical (Tw) and Financial (Fw) would be given for Technical and Financial proposals, where Tw = 0.70 and Fw = 0.30	Considering the technical nature of the assignment, we request the Authority to consider more weightage to technical proposal i.e., 80% technical and 20% financial.	Please refer the clarification at sl. No 5 above.
79.	Page 37 FORM 4B: Eligible Projects	Format for Responsiveness of Bid (Eligible Projects) Project Specific Experience Footnote 3 Against the Contract of works having several components other than the Similar Works, only the relevant component shall be evaluated for contract value, payment value and the actual execution period for the relevant component only should be submitted / specified.	We understand that the “contract of works having several components” here means the projects with scope of work not related to advisory / consultancy services (i.e., delivery of goods / services other than infrastructure advisory), for which only the relevant component shall be evaluated for contract value, payment value and execution period. Request the Authority to kindly confirm.	Provision is self-explanatory and need not required amendment.  For example, a project having five component, however only 2 component is relevant to similar work definition. Then only 2 component details shall be evaluated for contract value, payment value and the actual execution period and accordingly the details should be submitted / specified.
80.	Page 67 Section –VI: Terms of Reference (ToR)	(ix) Map the seasonal variations in traffic movement by assessing: a. Variation in traffic due to production/ consumption variation: Through primary discussions at the time of survey and Consultant’s views/ experience gained at the time of survey b. Variation in traffic due to change in navigational conditions on NWs: <i>By conducting surveys in Lean season and Flood season</i>	Request the Authority to kindly define the lean season and flood season for different zones / locations / NWs for the bidders to strategies and develop the methodology to deliver the project accordingly.	Rainy season and water level fluctuation for the different parts of country is well known to the consultant to understand the lean season and flood season. Accordingly, the bidders are requested to make the strategies and develop the methodology to deliver the project.
81.	Page 68 Section –VI: Terms of Reference (ToR)	(iv) The findings of traffic projections should be able to identify key gaps in infrastructure like terminal, associated logistics facilities, cold storage / warehousing etc. required for enhanced IWAI freight traffic movement. s (v) The assessment shall also explore flexibility of new locations where IWAI facilities can be	Request the Authority to kindly confirm the number of priority locations for which infrastructure gaps need to be assessed. Assessment of gaps for 560 locations would neither be efficient nor be feasible for implementation.	Please refer the clarification at sl. No. 11 above.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought			
		developed to capture potential traffic movement.				
82.	Page 68-69 Section –VI: Terms of Reference (ToR)	4.4 Action Plan and Proposals for IWAI Freight movement based on the strategies identified The Consultant shall propose location-based interventions, if any for the short term, medium term and long term that will facilitate increasing in waterways traffic in line with the vision of IWAI.	Request the Authority to kindly confirm the number of priority locations for which interventions need to be proposed. Proposing interventions for 560 locations would neither be efficient nor be feasible for implementation.	Please refer clarification at sl no 30 above.		
83.	Page 74-75 Section –VI: Terms of Reference (ToR)	Payment Milestones	Request the Authority to kindly consider the following suggested Payment Milestones for the project:	No change in payment milestone is considered.		
		After approval of Inception Report	10%		After approval of Inception Report	15%
		After approval of Draft Interim Report 1A and data verification by field units	15%		After approval of Draft Interim Report 1A and data verification by field units	15%
		After approval of Draft Interim Report 1B and data verification by field units	10%		After approval of Draft Interim Report 1B and data verification by field units	15%
		After approval of Draft Final Report 1C + Traffic Projection model and data verification by field units	10%		After approval of Draft Final Report 1C + Traffic Projection model and data verification by field units	15%
		After approval of Draft Interim Report 2A and data verification by field units	15%		After approval of Draft Interim Report 2A and data verification by field units	15%
		After approval of Draft Interim Report 2B and data verification by field units	10%		After approval of Draft Interim Report 2B and data verification by field units	15%
		After approval of Draft Final Report 2C + Updated Traffic Projection model and data verification by field units	15%		After approval of Draft Final Report 2C + Updated Traffic Projection model and data verification by field units	5%

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought		
		After approval of Draft Final Report 3 + Updated Traffic Projection model + training completion of IWAI officials & transfer of technology to IWAI	15%	After approval of Draft Final Report 3 + Updated Traffic Projection model + training completion of IWAI officials & transfer of technology to IWAI	5%
				<b>Total</b>	<b>100%</b>
		<b>Total</b>	<b>100%</b>		
84.	Page 32 Section III: Bid Data Sheet	ITB 2.3 a) Last Date & Time for submission of Bid and b) Address for submission of hard copy of PoA & payment instruments (Tender Fee & EMD) Date : 05.09.2023 Time : Latest by 1500 Hrs (IST) Submission : online submission Address: Director (Traffic & Logistics), Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301	Considering the due diligence required for this scale of project, which is also subject to responses of the Authority to our queries, we request the Authority to kindly extend the submission deadline to at least 4 weeks from the date of issue of responses to pre-bid queries.	Please refer clarification at sl no 21 above.	
<b>5. M/s ASCELA ADVISORS PRIVATE LIMITED</b>					
85.	Clause 6.1.1 Pg. 11	All Bidders shall furnish EMD of the amount as mentioned in Section III: Bid Data Sheet. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department for Promotion of Industrial and Internal Trade (DPIIT) are exempt from submitting the EMD on submission of documents to the extent as per the Government of India notifications in this regard.	Our firm is a recognised Start-up and is recognized by DIPP, which allows exemption from the Consultancy Document Fee, EMD, and other pre-qualification criteria such as minimum turnover requirements. We request the authority to clarify if along with the EMD and tender fee exemptions, other pre-qualification exemptions would also apply to this bid/project.	No change in the RFP provision is considered.	
	Clause 6.2 Pg. 12	All Bidders are required to pay the cost of Tender Document as mentioned in Section III: Bid Data Sheet, through RTGS / NEFT. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department			



S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
		of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department for Promotion of Industrial and Internal Trade (DPIIT) are exempt from submitting the Tender fee on submission of documents to the extent as per the Government of India notifications in this regard.		
86.	Clause 7.2 (b) Pg. 15	Conflicting Assignment / Job: A Consultant {including its Personnel and Sub-consultant(s)} or any of its affiliates shall not be hired for any assignment/job that by its nature may be in conflict with another assignment/job of the Consultant to be executed for the same or for another Employer, for example a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Consultant assisting an Employer in the privatization of public assets shall not purchase nor advise purchasers of such assets.	We would request the authority to clarify if in case the consultant is advising/has worked in the past for any traffic assessment/market study for any of the downstream projects or any other project related to the NW for any private developer, would that be considered a conflicting assignment?	No
87	Clause 4.1 (ii) Pg. 67	The Consultant shall identify the locations for existing traffic on the National Waterways and these may be similar or in addition to the locations mentioned in Annexure VII. The new locations shall be confirmed in discussion with IWAI prior to commencement of any site surveys.	Request the Authority to clarify if the consultant would be allowed to relook at the survey locations in case and after the preliminary assessment of the project they see the need for any location to be altered/relocated/added from the survey locations already identified in Annexure 7. In these specific cases, the proposed/revised list of survey locations would be duly discussed with the Authorities and necessary approvals would be sought.	Clause is self-explanatory
88.	Clause 8.3 Pg. 74	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:	We believe that the payment milestone proposed for the assignment is back-ended and doesn't correspond to the activities required to be undertaken as per the suggested ToR.	No change in payment Schedule is considered.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description			Query/Suggestion/Clarification sought	
		S. No.	Reports to be delivered (Key Deliverable)	Payment	As the project requires extensive Primary Surveys to be carried out, which are capital-intensive and involves upfront cost, we would request the authority to consider updating the payment schedule suitably.	
1.	After approval of Inception Report	10%				
2.	After approval of Draft Interim Report 1A and data verification by field units	15%				
3.	After approval of Draft Interim Report 1B and data verification by field units	10%				
4.	After approval of Draft Final Report 1C + Traffic Projection model and data verification by field units	10%				
5.	After approval of Draft Interim Report 2A and data verification by field units	15%				
6.	After approval of Draft Interim Report 2B and data verification by field units	10%				
7.	After approval of Draft Final Report 2C + Updated Traffic Projection model and data verification by field units	15%				
8.	After approval of Draft Final Report 3 +	15%				

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought					
		<table border="1"> <tr> <td>Updated Traffic Projection model + training completion of IWAI officials &amp; transfer of technology to IWAI</td> <td></td> </tr> <tr> <td>TOTAL</td> <td>100%</td> </tr> </table>	Updated Traffic Projection model + training completion of IWAI officials & transfer of technology to IWAI		TOTAL	100%		
Updated Traffic Projection model + training completion of IWAI officials & transfer of technology to IWAI								
TOTAL	100%							
89.	Clause 5 Pg. 51	<p><b>Joint and Several Liability</b> The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender Document for “the Work”, till such time as prescribed therein.</p>	We understand from the said clause that the firm is to be jointly and severally liable for all obligations and liabilities related to the project. We request the authority to consider limiting the liability for the consultant to the limit of cost of the project.	No change in the RFP provision is considered.				
<b>6. TPF ENGINEERING</b>								
90.	Preparation of Bids, EMD 6.1.1, Page No. 11	EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS / NEFT	Request you to permit BG of scheduled bank in lieu of cash transfer for EMD.	In addition to RTGS / NEFT , <b>Electronic</b> Bank Guarantee only is permitted for EMD. No physical bank guarantee will be accepted.				
91	Preparation of Bids, JV 6.9.4.3., Page No. 14	It may be noted that in the event, the JV / Consortium is declared the selected Bidder and awarded the Project, the members of JV / Consortium shall jointly incorporate a separate Company and register the same under the provisions of Companies Act, 2013. The Contract Agreement shall be signed by the separate Company incorporated to execute this Project.	Request you to permit “Unincorporated JV” instead of jointly incorporating separate company, as this is only an assignment for consultancy work.	Please refer the reply at sl no 4 above.				
92	Preparation of Bids, JV 6.9.12, Page No. 15	In case of award of work to a JV / Consortium, all the members of the JV / Consortium shall sign the contract agreement.	Option to the lead partner to sign on behalf of JV may be permitted, both JV partners will be severally and jointly responsible for the work.	Please refer the reply at sl no 4 above.				
93	Submission of Bids	The Hard Copy of original Power of Attorney (PoA) and payment instruments in respect of	Please allow 2 days’ time after closing of online bid, to submit hard copy.	Considered.				

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
	10 (i), Page No. 18-19	Tender Fee & EMD must be delivered to the office of authorized representative of IWAI as mentioned in Section III: Bid Data Sheet, on or before Bid Closing Date & Time.		Bidders can submit the relevant hard copy within 2 days' time after closing of online bid.
94.	Technical Evaluation 16.2.1 (2)., Page No. 25	The points earmarked for evaluation of Technical Bids for .... score of Team Leader, Traffic Expert...etc. CVs of Key Personnel – Team Leader: Permanent Employee of firm – 2.0 mark Traffic Expert: Permanent Employee of firm – 1.0 mark	Please relax these criteria for permanent employee on roll for TL & Traffic expert and transfer the marks related to permanent employee to individual marks of personnel. We will also submit to you, undertaking from the personnel that they will be available for the assignment.	No change in the RFP provision is considered.
95	Section III, Bid Data Sheet Performance Security, Page No. 33	5% of the quoted amount in the form of bank guarantee (including e-guarantee) from commercial bank or online payment acceptable in form safeguarding the interest of IWAI as per OM No. F. 1/2/2023-PPD dated 03.04.2023. of department of Expenditure	Request you to kept the combined amount (of Performance Security & Security Deposit) to 5% in the form of BG & delete the 5% security deposit in cash/RTGS.)	No change in the RFP provision is considered.
96	Section III, Bid Data Sheet Security Deposit, Page No. 33	5% of the quoted amount in the form of RTGS deposited to IWAI Fund in terms of Clause 6.1.1 of ITB	Alternatively, the Security deposit may be deducted from our Running Bill payments.	The description under Section III, Bid Data Sheet- Security Deposit is amended and the same may be read as <b>“The successful Bidders’ EMD will be converted into Security Deposit (SD) and the successful Bidder has to remit balance amount of Security Deposit (i.e. Total 5% Security Deposit deducting EMD submitted with technical bid) in IWAI Fund through RTGS / NEFT as per the details mentioned in ITB. Electronic Bank Guarantee (E-BG) will be accepted as Security Deposit in addition to RTGS / NEFT.”</b>
<b>7. ILF Consulting Engineers</b>				
97	Marking criteria,	Providing consultancy services in	Kindly consider removing the	No change in the RFP provision is considered.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
	relevant experience of the assignment, page No. 25	the areas of geospatial digital identity and mapping in India for Central/State Govt. agencies in India 1 to <= 2 Projects: 0.5Marks >2 Projects: 01Marks	criteria as the following does not seem to add value to the marking criteria	
98.	Sub clause 3.6 of clause 6, page No. 9	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.	Kindly consider modifying the criteria in order to allow the subsidiary firms to use the credentials of the parent company without forming JV/consortium.	No change in the RFP provision is considered.
<b>8. VOYANTS SOLUTIONS PRIVATE LIMITED</b>				
99.	Section II: Instruction to Bidders (ITB), Clause No. 6.9.4.3, Page No. 14	It may be noted that in the event, the JV / Consortium is declared the selected Bidder and awarded the Project, the members of JV / Consortium shall jointly incorporate a separate Company and register the same under the provisions of Companies Act, 2013. The Contract Agreement shall be signed by the separate Company incorporated to execute this Project.	In Lieu of Clause No. 6.9.4.3, we request to the Authority kindly amend the criteria “The JV / Consortium is declared the Selected Bidder and awarded the Project, the members of JV / Consortium shall jointly signed the agreement with Responsibility Matrix of each JV Member to execute this Project.”	Please refer the reply at sl no 4 above.
100.	Section II: Instruction to Bidders (ITB), Clause No. 16.2.1, Page No. 25	Similar experience in providing consultancy services for preparation of Feasibility Studies / Detailed Project Report in which the scope includes traffic survey and analysis, in the transport infrastructure sector in the last seven (7) years before the last date of Bid Submission	We understand that transport infrastructure sector also includes Road & Railway Projects.  Kindly Confirms.	Yes
101.	Section II: Instruction to Bidders (ITB), Data Sheet, Clause No. 6.1 Page No. 32	EMD of INR 14,16,000 Lacs (i.e., 2% of estimated cost)	We request to the Authority kindly consider EMD of INR 14,16,000/- through Bank Guarantee.	Please refer the clarification at sl no 90 above.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
102.	Section II: Instruction to Bidders (ITB), Data Sheet, Clause No. 17.3 Page No. 33	Security Deposit 5% of the quoted amount in the form of RTGS deposited to IWAI Fund in terms of Clause 6.1.1 of ITB	Since, the consultant is already depositing a performance security of 5% of the quoted amount in the form of Bank Guarantee, we request the authority to kindly waive off the bid security of 5% of the quoted amount.	No change in the RFP provision is considered.
103.	General	Bid Submission End Date : 05th September 2023	Since the project needs clarification, we request you to kindly grant extension of two weeks from the date of publishing of Pre-Bid clarification.	Please refer the clarification at sl no 21 above.
<b>9. SHELDIA ASSOCIATES, INC.</b>				
104.	Section II: Instruction to Bidders (ITB), Clause No. 6.9.4.3	<b><u>Bids by Joint Venture (JV)/ Consortium</u></b> It may be noted that in the event, the JV / Consortium is declared the selected Bidder and awarded the Project, the members of JV / Consortium shall jointly incorporate a separate Company and register the same under the provisions of Companies Act, 2013. The Contract Agreement shall be signed by the separate Company incorporated to execute this Project.	As per existing practice of JV for various other departments in the country, it is not mandatory to register under the provisions of Companies Act 2013.  May allow for registration in other modes like Partnership Firm, Limited Liability Partnership (LLP) etc as the assignment fee under this company is max. of INR 7.08 Crore spread over 2 years.	Please refer the clarification at sl no 4 above.
105.	Submission of Bids 10 (i)	The Hard Copy of original Power of Attorney (PoA) and payment instruments in respect of Tender Fee & EMD must be delivered to the office of authorized representative of IWAI as mentioned in Section III: Bid Data Sheet, on or before Bid Closing Date & Time.	Kindly request you that an extension of 5 days beyond the Closing Date & Time be granted for the submission of hard copies of the originals.	Please refer the clarification at sl no 93 above.
106.	16.1.1	<b><u>Qualification Criteria for Consultancy Services</u></b> The Bidder should have successfully completed / have ongoing projects "Similar Works" in previous 7 years before the last date of the Bid submission as per the criteria specified below: a. 3 similar completed services each costing not less than the amount equal to 40% of the estimated cost put to this tender, or	Completed services with 20%, 30% & 40% may be considered against s specified 40%, 60% and 80%.	No change in the RFP provision is considered.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
		<p>b. 2 similar completed services each costing not less than the amount equal to 60% of the estimated cost put to this tender, or</p> <p>c. 1 similar completed service costing not less than the amount equal to 80% of the estimated cost put to this tender</p>		
107.	16.2	<p><b><u>Technical Evaluation</u></b>  Similar experience in providing consultancy services for preparation of feasibility studies / Detailed Project Report in which the scope includes traffic survey analysis, in the transport infrastructure sector in the last seven (7) years before the last dated of Bid</p>	Kindly consider 10 years in the transport infrastructure sector against in the last 7 years before the last date of Bid against	No change in the RFP provision is considered.
108.	16.2.1	<p><b><u>1. Team Leader</u></b>  Should have led at least one assignment of INR 4 Cr on implementation of national project or program for other Agency in India related to Transport/Logistics</p> <p>Number of assignments covering the similar works experience in the Ports/ IWT projects  Permanent employee of the firm (2.0 Marks)</p>	<p>Report with a budget of 4 crore. Therefore, it is requested to revise the budget to 1 Crore.</p> <p>Instead of only Ports/IWT Projects any infrastructure projects including highways may be considered likewise taken firm experience.  In addition to permanent employees, please also consider including staff members who have been continuously working with the firm for more than one year.</p>	No change in the RFP provision is considered.
109.	16.2.1	<p><b><u>2. Traffic Expert / Traffic demand forecasting analyst/Geospatial technology expert</u></b></p> <ul style="list-style-type: none"> <li>• Permanent employee of the firm (2.0 Marks)</li> <li>• Number of assignments covering the similar works experience in the IWT / Ports projects</li> </ul>	<p>In addition to permanent employees, please also consider including staff members who have been continuously working with the firm for more than one year.</p> <p>Instead of only Ports/IWT Projects any infrastructure projects including highways</p>	No change in the RFP provision is considered.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
			may be considered likewise taken firm experience.	
110.		<p><b>3. Zonal Survey Anchors</b>  <b>4. Traffic Data Analyst</b></p> <p>Number of assignments covering the similar works experience in the IWT / Ports projects</p>	Instead of only Ports/IWT Projects any infrastructure projects including highways may be considered likewise taken firm experience.	No change in the RFP provision is considered.
111.	Section III: BID DATA SHEET  16.2.1 Page (33)	<p><b>ITB 3.2 &amp; ITB 16.1</b></p> <p>“Similar Works” means “providing consultancy services for preparation of Feasibility Studies / Detailed Project Reports in which the scope includes traffic survey, analysis in the transport infrastructure sector (<b>preferably in inland waterways transport sector</b>) and assessment &amp; future projections of cargo traffic in the transport and logistics projects” in the last 7 years before last date of submission of bid</p> <p>16.2.1 : Similar experience in providing consultancy services for preparation of Feasibility Studies / Detailed Project Reports in which the scope includes traffic survey, analysis in the <b>transport infrastructure sector</b> in the last seven years</p>	May kindly examine to delete the sentence “preferably in inland waterways transport sector” since it is conflicting Sl No (1) of Relevant Experience for the Assignment i.e. at 16.2.1	There is no conflict in the mentioned clause, as the same is not compulsory.
112.	ITB 17.3	<p><b>Security deposit:</b>  5% of the quoted amount in the form of RTGS deposited to IWAI Fund in terms of Clause 6.1.1 of ITB</p>	Instead of RTGS deposit of the same may be allowed to submit in the form of Bank Guarantee.	Please refer the sl no 96 Above.
113.	Terms of reference Page-67	<p><b>Mapping of Traffic Movement</b></p> <p>In addition to the above locations as well the additional locations identified as per clause 4.1 above, as and when required the Consultant may be asked by IWAI to cover up to additional <b>20%</b></p>	On what proportion rate IWAI pays the additional cost for these 20% locations. Since the quote is to be submitted is for all 4 seasons for 560 locations/	Clause is self-explanatory. However, it is to clarify that there is no additional payment to cover up to additional <b>20% locations</b> for traffic survey.



S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
		<b>locations</b> for traffic survey. These locations may or may not be on the NWs listed under clause 1.5.		
114	Terms of reference Page-67	The duration of on-site survey at each location listed in Annexure-VII and any additional locations identified for survey during the course of the study should be minimum two (02) working days.	May kindly be elaborated why only 2 days. Further kindly clarify whether it is 24 hrs effective day of 12 hours working	The clause refer minimum two days, if required the same may be extended as per requirement to collect all the information to each site.
115	Terms of reference Page-68	<b><u>Projection of Traffic Movement</u></b> The approach & methodology proposed by the selected consultant to cover the entire scope of the study will be vetted by IWAI through any of the Indian Institute of Technology (IITs) or similar agency. Any suggestions proposed on the approach & methodology will be included in its study by the selected consultant without any change in the financial bid.	The suggestions or modification suggested by IITs in the past may kindly be shared.	Please see the clause once again. It is mentioned that approach & methodology proposed by the selected consultant to cover the entire scope of the study will be vetted by IWAI through any of the Indian Institute of Technology (IITs) or similar agency.
116	Form 4D: POWER OF ATTORNEY	For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hauge Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille Certificate.	Our company Home Office is located and registered at USA and have establishment of regional office in India at Hyderabad. We also have registered in India under Indian Companies Act as Foreign Company.  We get the power of attorney from USA. Since United States is one of the country who signed the Hauge Legislation Convention, we believe that no legalization is required by the Indian Embassy.	The clause is self-explanatory.
<b>10.VOYANTS SOLUTIONS PRIVATE LIMITED</b>				
117	Section II INSTRUCTION TO BIDDERS (ITB), Clause No. 16.2 Technical Evaluation – (2) CVs of Key Personnel - Sub-	Zonal Survey Anchors (5 nos.) • Graduate in any field • Minimum overall experience of 7 years out of which minimum 5 years of experience in traffic studies in Transport Infrastructure sector. • Preferred Qualification: Post Graduation (Master’s Degree / PGD) in relevant field	Bidder would like to request IWAI Authority to amend the clause as; • Graduate in any field • Minimum overall experience of 7 years out of which minimum 5 years of experience in traffic studies in Transport Infrastructure sector.	No change in the RFP provision is considered.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
	Criteria for each Key Personnel Page No. 27	<ul style="list-style-type: none"> <li>• Number of assignments covering the similar works experience in the IWT / Ports projects               <ul style="list-style-type: none"> <li>o 1 to &lt;= 2 Projects: 0.5 mark</li> <li>o 2 Projects and &lt;= 3 Projects: 1.0 marks</li> <li>o More than 3 Projects: 1.5 marks</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Preferred Qualification: Post Graduation (Master's Degree / PGD) in relevant field</li> <li>• Number of assignments covering the similar works experience in the IWT / Ports / logistics parks / industrial parks / rail / road projects               <ul style="list-style-type: none"> <li>o 1 to &lt;= 2 Projects: 0.5 mark</li> <li>o 2 Projects and &lt;= 3 Projects: 1.0 marks</li> <li>o More than 3 Projects: 1.5 marks</li> </ul> </li> </ul> <p>Kindly consider our request, as we are very much keen to bid for this prestigious project.</p>	
118	Section VI: Terms of Reference (ToR), Clause No. 7 Manpower Requirement & Eligibility Criteria – Non-Key Personnel, Page No. 74	The consultant shall submit to IWAI the name, educational qualification, professional experience and contact details (mobile number) of each Traffic surveyor along with the team deployment plan. In case of replacement of any Traffic surveyor during the course of the survey activities, the details of the new Traffic surveyor will be shared by the Consultant at the time of deployment.	In Lieu of Manpower requirement (Non-key personnel), we would like to clarify with the IWAI Authority that CV's of the Non-Key Personnel (i.e. 6 nos. of Traffic Surveyors in each zone) to be submitted during tender stage or after awarding of the project.  Please clarify.	Please refer the clarification at sl. No 45 above.
<b>11.M/s PwCPL</b>				
119	Clause 16: Qualification Criteria & Bid Evaluation Sub-Clause 16.4 Final Evaluation Pg-29	Sub-Clause 16.4.1 (b): The weightage, 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 study has strategic angle to it which goes beyond the regular traffic data collection exercise. Further, it will be very important to formulate a robust methodology to meet the envisaged objectives of the study. We believe that sound experience of Consultant will be helpful in carrying out this study and hence we request that the technical and financial weightages under QCBS based selection be changed to following: The weightage, Technical (Tw) and Financial (Fw) would be given for Technical and Financial proposals, where Tw = 0.90 and Fw = 0.10	Please refer the clarification at sl. No 5 above.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
120	SECTION –VI: TERMS OF REFERENCE (ToR) Clause-4: Detailed Scope of Work Sub-Clause 4.2 Mapping of Traffic Movement Pg-66	4.2 Mapping of Traffic Movement (ii) Undertake extensive stakeholder interaction with truck operators, warehouse operators, industrial units, warehouse operators and others so as to understand the key issues faced by them. The interaction would be done at an individual as well as group level	We request the Client to kindly facilitate us in data collection & required interactions by means of providing required authorization letters. Also, it is requested that support from local offices of IWAI may be provided to the Consultant if required during on the ground consultations with various stakeholders.	Authorization letter will be issued by respective Regional offices of IWAI based on the request and requirements.
121	SECTION –VI: TERMS OF REFERENCE (ToR) Clause-4: Detailed Scope of Work Sub-Clause 4.5 Outlining continuous monitoring strategy Pg-69	4.5 Outlining continuous monitoring strategy (iii) Train personnel of IWAI in estimation of traffic using the model used and transfer it to IWAI for use in future and required modifications.	We understand that as part of the scope any training to be done by the Consultant shall be in 'Train The Trainer' mode. Further we also understand that no certification shall be provided by Consultant to the participants of such trainings. Kindly confirm our understanding. We also request clarity on how many training sessions are to be held, how many staff are to be trained, how the training is to be delivered, whether any logistics costs are to be borne by us, etc. Request clarifications on the same to help us in budgeting for the bid.	Training should be online in which required numbers of officials/ stakeholders shall attend the session. At least 3-5 number of sessions may be required. No certification is required for the same.
122	SECTION –VI: TERMS OF REFERENCE (ToR) Clause-4: Detailed Scope of Work Sub-Clause 4.5 Outlining continuous monitoring strategy Pg-69	4.5 Outlining continuous monitoring strategy (i) Present use cases of technology solutions (hardware and software) used globally for conducting traffic surveys	We understand that with respect to the referenced scope of work item, our study and analysis shall be based on publicly available data and studies. Request clarification in this regard.	Please read the clause 4.5 which is self-explanatory.
<b>12.M/s Arkitechno Consultants (India) Pvt. Ltd.</b>				
123	Clause No. 16.1.1: Qualification Criteria for Consultancy Services of SECTION II: INSTRUCTION TO	<ul style="list-style-type: none"> <li>The Bidder should have successfully completed / having ongoing projects "Similar Works" in previous 7 years before the last date of the Bid submission as per the criteria specified</li> </ul>	It is requested to authorities to amend the definition of "Similar Works" to exclude the phrase "(preferably in inland waterways transport sector)" while still maintaining the requirement of traffic survey and analysis within the transportation sector. Our	Please refer the clarification at sl no 70 & 111

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
	BIDDERS (ITB) (Page No. 24)	“Similar Works” means “providing consultancy services for preparation of Feasibility Studies / Detailed Project Reports in which the scope includes traffic survey, analysis in the transport infrastructure sector ( preferably in inland waterways transport sector) and assessment & future projections of cargo traffic in the transport and logistics projects” in the last 7 years before last date of submission of bid	suggestion is to modify the definition as follows: “ <b>Similar Works</b> ” means “providing consultancy services for preparation of Feasibility Studies / Detailed Project Reports in which the scope includes traffic survey, analysis in the transport infrastructure sector and assessment & future projections of cargo traffic in the transport and logistics projects” in the last 7 years before last date of submission of bid	
124	Clause No. 16.2.1: Technical Evaluation of SECTION II: INSTRUCTION TO BIDDERS (ITB) (Page No. 25)	<p>(1) Relevant Experience for the Assignment</p> <p>2. Similar experience in the Ports or Inland Waterways sector in the last seven (7) years before the last date of Bid submission Maximum Mark-03 Marks</p> <p>3. Providing consultancy services in the areas of geospatial digital identity and mapping in India for Central/State Govt. agencies in India Maximum Mark-01 Marks</p>	Request to Change as follows; 2. Providing consultancy services in the areas of geospatial digital identity and mapping in India for Central/State Govt. agencies in India Maximum Mark-04 Marks	No change in the RFP provision is considered.
125	. Clause No. 16.2.1: Technical Evaluation of SECTION II: INSTRUCTION TO BIDDERS (ITB) (Page No. 26)	<p>(2) CVs of Key Personnel – Sub Criteria for each Key Personnel Team Leader:</p> <ul style="list-style-type: none"> <li>• Should have led at least one assignment of INR 4 Cr on implementation of national project or program for other Agency in India related to Transport/Logistics</li> </ul> <p><b>2 or more assignments: 3.0 marks</b></p> <ul style="list-style-type: none"> <li>• Number of assignments covering the similar works experience in the Ports/ IWT projects,</li> </ul> <p><b>More than 3 Projects: 3 marks</b></p> <ul style="list-style-type: none"> <li>• Permanent employee of the firm- <b>2 Marks</b></li> </ul>	Request to the Authority to kindly amend the criteria as follows; Team Leader: Should have led at least one assignment of INR 1 Cr on implementation of national project or program for other Agency in India related to Transport/Logistics 2 or more assignments: 4.0 marks • Number of assignments covering the similar works experience in the Ports/ IWT projects, More than 1 Projects: 4 marks	No change in the RFP provision is considered.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
126	Clause No. 16.2.1: Technical Evaluation of SECTION II: INSTRUCTION TO BIDDERS (ITB) (Page No. 26)	Traffic Expert / Traffic demand forecasting analyst/ Geospatial technology expert <ul style="list-style-type: none"> <li>• Permanent employee of the firm- 1 marks</li> <li>• Number of assignments covering the similar works experience in the IWT / Ports projects</li> </ul>	Request to the Authority to kindly amend the criteria as follows; <ul style="list-style-type: none"> <li>• Number of assignments covering the similar works experience in the IWT / Ports projects More than 2 Projects: 4 marks</li> </ul>	No change in the RFP provision is considered.
127	Clause No. 6: Preparation of Bids SECTION II: INSTRUCTION TO BIDDERS (ITB) (Page No. 15)	6.9.11 In case of a JV / Consortium, for availing the benefits of MSME, all the participating JV Members must be registered under MSME acts & relevant provisions and the proof of the same shall be submitted along with Bid to the extent as per the Government of India notifications in this regard.	It is request you to kindly consider the MSME registration of Lead firm, In case of a JV / Consortium	No change in the RFP provision is considered.
128	Clause No. 5: Security Deposit and Performance Security of SECTION VII: CONDITIONS OF CONTRACT (Page No.87)	The successful Bidders' EMD will be converted into Security Deposit (SD) and the successful Bidder has to remit balance amount of Security Deposit (i.e. Total 5% Security Deposuresit deducting EMD submitted with technical bid) in IWAI Fund through RTGS / NEFT as per the details mentioned in ITB. Bank guarantee will not be accepted as Security Deposit.	Consultant request to accept Bank guarantee for Security Deposit.	Please refer the sl no 96 Above.
<b>13. M/s. E&amp;Y</b>				
129	Page 88, Clause 9	9. Professional Liability 9.1 Except in gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the services, the Consultant, with respect to damage caused by the Consultant to Employer's property shall not be liable to Employer:  9.1.1 For any indirect or consequential loss or damage; and  9.1.2 For any direct loss or damage equal to the total payments for professional fees and	We kindly request the Authority to consider the following modification to the subject clause 9: 9. Professional Liability <del>9.1 Except in gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the services, the Consultant, with respect to damage caused by the Consultant to Employer's property shall not be liable to Employer:</del>	No change in the RFP provision is considered.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
		<p>reimbursable expenditure made or expected to be made to the Consultant hereunder.</p> <p>9.2 This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the services.</p>	<p>9.1.1 For any indirect or consequential loss or damage; and</p> <p>9.1.2 Except in case of fraud or wilful misconduct on the part of the Consultant, for any direct loss or damage equal to the total payments for professional fees and reimbursable expenditure made or expected to be made to the Consultant hereunder.</p> <p><del>9.2 This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the services.</del></p>	
130	Page 81, Clause 1.6	<p>1.6 Joint and Several Liability</p> <p>If the Consultant constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons/ companies</p> <p>a. these persons / companies shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;</p> <p>b. these persons/ companies shall notify the Employer of their leader who shall have authority to bind the Consultant and each of these persons / companies shall provide a parent company guarantee as a part of bid submission; and</p> <p>c. the Consultant shall not alter its composition or legal status without the prior consent of the Employer.</p>	We kindly request the Authority to consider the deletion of subject clause.	No change in the RFP provision is considered.
131	Page 86, Clause 3.3	<p>Confidentiality</p> <p>Except with the prior written consent of the Employer, the Consultant and the personnel shall not at any time communicate to any person</p>	We kindly request the Authority to consider the following modification to the subject clause 3.3:	No change in the RFP provision is considered.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
		<p>or entity any confidential information acquired in the course of the services, nor shall the Consultant and its personnel make public the recommendations formulated in the course of, or as a result of the services.</p>	<p>Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.</p>	
132	Page 29, Clause 19	<p>Indemnification</p> <p>19.1 It shall be deemed that by submitting the Bid, the Bidder agrees and indemnifies the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and / or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.</p>	<p>We kindly request the Authority to consider the following modification to the subject clause 19:</p> <p><del>19.1 It shall be deemed that by submitting the Bid, the Bidder agrees and indemnifies the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and / or in connection herewith and waives any and all rights and / or claims it may have in this</del></p>	No change in the RFP provision is considered.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
			respect, whether actual or contingent, whether present or future.	
133	Page 89, Clause 10	Miscellaneous Provisions All claims regarding indemnity shall survive the termination or expiry of the contract.	We kindly request the Authority to consider the following modification to the subject clause 10: <del>All claims regarding indemnity shall survive the termination or expiry of the contract.</del>	No change in the RFP provision is considered.
134	Page 89, Clauses (iv), (v) and (iv)	iv. The Consultant shall at all-time indemnify and keep indemnified the Employer against all claims / damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this project.  v. The Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.  vi. The Consultant shall at all times indemnify and keep indemnified the Employer against all claims by employees, workmen, consultants, sub-consultants, suppliers, agent(s), Employer engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.	We kindly request the Authority to consider the deletion of the clauses (iv), (v) and (iv).	No change in the RFP provision is considered.
135	Page 80, Clause 1.5 (vi)	vi. The Consultant shall insure all their personnel working on this project and keep IWAI indemnified of all liabilities, loss, etc.	We kindly request the Authority to consider the deletion of the clause 1.5 (iv).	No change in the RFP provision is considered.
136	Page 30, Clause 21	21. Ownership of Document and Copyright 21.1 All the deliverables and study outputs including primary data shall be compiled, classified and submitted by the Consultant to the	We kindly request the Authority to consider the following modification to the subject clause 21:	No change in the RFP provision is considered.



S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
		<p>Employer in hard copies and editable soft copies in addition to the requirements for the reports and deliverables indicated in the ToR.</p> <p>The study outputs shall remain the property of the Employer and shall not be used for any purpose other than that intended under these Terms of Reference without the prior written permission of the Employer. In the case of any deliverables by Consultant consisting of any Intellectual Property Rights ("IPR") rights of the Consultant, the Consultant shall provide the Employer with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the consultancy, shall be and remain property of the Employer.</p>	<p>Any information, advice, recommendations or other content of any reports, presentations or other communications the Consultant provides under this Agreement ("Reports"), other than information provided by the Employer, are for Employer's internal use only (consistent with the purpose of the particular Services) including Employer's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside Employer's organization.</p> <p>The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that it owns in performing the Services. Notwithstanding the delivery of any Reports, the Consultant retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Consultant compiles and retains in connection with the Services (but not information provided by Employer reflected in them).</p>	
	Page 86, Clause 3.7	<p>Documents prepared by the Consultant to be the property of the Employer</p> <p>All plans, drawings, specification, design, reports, other documents and software made available to the Consultant / prepared by him under this contract shall become and remain the property of the Employer, contract, deliver shall not later than upon termination or expiration of this inventory thereof. The Consultant may retain a copy of such documents with approval of Employer but shall not use them anywhere, without taking permission, in writing, from the Employer. The Employer however, reserves the</p>	We kindly Request the Authority to consider the deletion of this clause.	No change in the RFP provision is considered.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
		<p>right to grant or deny any such request without assigning any reason. If license agreements are necessary or appropriate between the Consultant and third parties for purpose of development of any such computer programs, the Consultant shall obtain the Employers prior written approval to such agreements and the Employer shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.</p>		
137	Page 88, Clause 7	<p>7. Arbitration</p> <p>7.1 If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this tender document, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement reached within a period of 30 days from the date on which the above-mentioned dispute or difference arose.</p> <p>The aggrieved party may request to Chairperson, IWAI (i.e. the appointing authority) for appointment of sole arbitrator to adjudicate the disputes. The Chairperson, IWAI will provide the option of 3 names of the arbitrators from its panel to the aggrieved party. The aggrieved party may consent one of the arbitrators to be appointed as Sole Arbitrator within 15 days. If the aggrieved party fails to consent any arbitrator, Chairperson, IWAI will appoint the sole arbitrator from the suggested panel, which shall be final. If the arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the</p>	<p>We kindly request the Authority to consider the following modification to the subject clause 7:</p> <p>Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract / agreement or the validity or the breach thereof shall, be settled by way of an arbitration under the provisions of the Arbitration &amp; Conciliation Act, 1996 including its amendments thereof. The arbitration proceedings shall be adjudicated by a sole arbitrator appointed by mutual consent of both the parties within 30 days from the date of first written intimation of the intent to resolve the dispute by arbitration. If the parties fail to appoint the sole arbitrator by mutual consent, as above, the same shall be appointed as per the provision of the Arbitration and Conciliation Act, 1996, including its amendments thereof. The Seat of arbitration shall be New Delhi in India and the language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties. Both the parties shall bear the cost of the arbitration in equal proportion unless otherwise decided by the sole arbitrator. The</p>	No change in the RFP provision is considered.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
		<p>reference from the stage at which it was left by his predecessor. The Arbitration shall be conducted in accordance with the provisions of the Arbitration &amp; Conciliation Act, 1996 read with the Arbitration &amp; Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.</p> <p>It is also a term of this contract that the arbitrator shall adjudicate only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him. The arbitrator shall give reasons for the award.</p> <p>In case of contract with another Public Sector Undertaking, following Arbitration Clause shall apply: "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax &amp; Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22nd May 2018."</p>	<p>parties agree that the existence and content of the arbitration and the terms of the order or award made in the arbitration shall, except as may be required by law, be kept confidential.</p>	
138	Page 84, Clause 2.9	<p>2.9 Termination</p> <p>2.9.1 By the "Employer": the Employer may terminate this contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this clause:</p> <p>a. If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as</p>	<p>We kindly request the Authority to consider the following modification to the subject clause 2.9:</p> <p>2.9.2 By the Consultant: The Consultant may terminate this contract, by giving not less than thirty (30) days written notice to the Employer, in case of the occurrence of any of</p>	No change in the RFP provision is considered.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
		<p>specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing.</p> <p>b. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings.</p> <p>c. If the Consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.</p> <p>d. If the Consultant submits to the Employer a false statement which has a material effect on the rights, obligations or interests of the Employer.</p> <p>e. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.</p> <p>f. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days.</p> <p>g. If the Employer, in its sole discretion and for any reason whatsoever, decided to terminate this contract including reduction of the scope and short closure of the contract.</p> <p>2.9.1.1 In case of such an occurrence, the Employer shall give not less than thirty (30) days written notice of termination to the Consultant.</p> <p>2.9.2 By the Consultant: The Consultant may terminate this contract, by giving not less than thirty (30) days written notice to the Employer, in case of the occurrence of any of the events specified in paragraphs (a) through (c) of this clause</p> <p>a. If the Employer fails to pay money due to the</p>	<p>the events specified in paragraphs (a) through (c) of this clause</p> <p>a. If the Employer fails to pay money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five 45 days after receiving written notice from the Consultant that such payment is overdue.</p> <p>b. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days.</p> <p>c. If the Employer fails to comply with any final decision reached as a result of arbitration proceedings.</p> <p>Notwithstanding the preceding the Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Employer if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.</p>	

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
		<p>Consultant pursuant to this Contract and not subject to dispute within forty-five 45 days after receiving written notice from the Consultant that such payment is overdue.</p> <p>b. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days.</p> <p>c. If the Employer fails to comply with any final decision reached as a result of arbitration proceedings.</p> <p>2.9.3 Cessation of services: Upon termination of this contract by notice pursuant to clauses 2.9.1 &amp; 2.9.2 of Conditions of Contract hereof, the Consultant shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum.</p> <p>2.9.4 Payment upon termination: Upon termination of this contract pursuant to clauses 2.9.1 hereof, the Employer shall make the following payments to the Consultant:</p> <p>a. If the contract is terminated pursuant to clause 2.9.1, sub clauses (a) to (f), consultancy fee for services satisfactorily performed prior to the effective date of termination, less</p> <p>i. The amount of Performance Security</p> <p>ii. Due amount, if any, received by the Consultant up to the date of the issue of the termination notice less other recoveries due in terms of the contract, less taxes due to be deducted at source in accordance with applicable law. However, if the contract is terminated under sub-clause (g) of clause 2.9.1</p>		

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
		<p>above, at the sole discretion of the Employer, the amount payable to the Consultant shall be for services satisfactorily performed prior to the effective date of termination, less advance payments, if any, received by the Consultant up to date of the issue of the termination notice, less other recoveries due in terms of the contract, less taxes to be deducted at source in accordance with applicable laws. The agreed stages of payment as given in the ToR shall be guiding factors for deciding the completion stage of the assignment.</p> <p>b. If the termination takes place due to lack of performance / negligence on the part of the Consultant, IWAI shall have reasonable authority to get the works completed on risks &amp; costs of the terminated Consultant through engagement of a third party.</p> <p>c. No opportunity cost for partial or full compensation for the left-over period shall be due to the Consultant on account of termination or foreclosure of the contract due to the sole discretion of the Employer.</p> <p>2.9.5 Disputes about events of termination: If either party disputes whether an event specified in paragraphs (a) to (g) of clause 2.9.1 hereof has occurred, such party may within forty-five (45) days after receipt of notice of termination from the other party, refer the matter for dispute resolution.</p> <p>2.9.6 Determination of Contract: The contract shall be determined through Integrity Agreement which will form part of the Contract Agreement and will be signed by both the parties.</p>		

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
139	Page 83, Clause 2.8	<p>2.8 Liquidated Damages</p> <p>2.8.1 If the Consultant fails to complete the “Key Deliverables” (as enumerated in ToR, Section VI) within the time period(s) as stipulated in the ToR or any extended period, the Consultant shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty) at the rate of ½% (half percent) per week or part of the week on the total value of the Contract subject to a maximum of 10% of the total value of the Contract.</p> <p>2.8.2 Should however, the Consultant achieve the completion of the entire works as a whole under the contract within the time or in extended time (not due to fault on the part of the Consultant) as allowed, IWAI will refund to him the amount of compensation recovered from him, if any, in respect of delay in the non-completion of work(s) under the individual group / sub-group, as aforesaid in full. In this regard, the decision of the EIC shall be final and binding.</p> <p>2.8.3 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 IWAI.</p> <p>2.8.4 All sums payable by way of compensation under any of the conditions will be considered as reasonable compensation without reference to the actual loss or damage which will have to be sustained.</p> <p>2.8.5 Payment of such damages shall not relieve the Consultant of his obligation to complete the work or from any other of his obligations or liabilities under the contract.</p>	<p>We kindly request the Authority to consider the following modification to the subject clause 2.9:</p> <p>2.8.1 If the Consultant fails to complete the “Key Deliverables” (as enumerated in ToR, Section VI) within the time period(s) as stipulated in the ToR or any extended period, the Consultant shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty) at the rate of ½% (half percent) per week or part of the week on the total value of the Contract subject to a maximum of <del>10</del> 5 % of the total value of the Contract.</p> <p>2.8.3 The amount of compensation may be adjusted, withheld, deducted or set off against any sum due or payable to the Consultant under this <del>or any other</del> contract with IWAI.</p>	No change in the RFP provision is considered.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
140	Page 15, Clause 7	<p>7. Conflict of Interest</p> <p>7.1 Employer requires that selected bidder (the “Consultant”) provides professional, objective, and impartial advice and at all times holds the Employer's interests paramount, strictly avoids conflicts with other assignment(s) / job(s) or his own corporate interests and act without any consideration for future work.</p> <p>7.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p> <p>(a) Conflicting Activities: A firm or any of its affiliates who has been engaged by the Employer to provide goods, works or assignment / job other than consulting assignment / job for a project shall be disqualified from providing consulting assignment / job related to those goods, works or assignments/ jobs. Conversely, a firm or any of its affiliates who have been hired to provide consulting assignment / job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment / job other than consulting assignment / job resulting from or directly related to the firms consulting assignment / job for such preparation or implementation. For the purpose of this paragraph, assignment / job other than consulting assignment / job are defined as those leading to a measurable physical output; for example surveys, exploratory drilling, aerial photography, satellite imagery etc.</p> <p>(b) Conflicting Assignment / Job: A Consultant {including its Personnel and Sub-consultant(s)}</p>	<p>We kindly request the Authority to consider the following modification to the subject clause 2.9:</p> <p>7.1 Employer requires that selected bidder (the “Consultant”) provides professional, objective, and impartial advice and at all times holds the Employer's interests paramount, strictly avoids conflicts with other assignment(s) / job(s) or his own corporate interests and act without any consideration for future work.</p> <p>7.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p> <p><del>(a) Conflicting Activities: A firm or any of its affiliates who has been engaged by the Employer to provide goods, works or assignment / job other than consulting assignment / job for a project shall be disqualified from providing consulting assignment / job related to those goods, works or assignments/ jobs. Conversely, a firm or any of its affiliates who have been hired to provide consulting assignment / job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment / job other than consulting assignment / job resulting from or directly related to the firms consulting assignment / job for such preparation or implementation. For the purpose of this paragraph, assignment / job other than consulting assignment / job are defined as those leading to a measurable physical output; for example surveys,</del></p>	No change in the RFP provision is considered.



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		<p>or any of its affiliates shall not be hired for any assignment / job that by its nature may be in conflict with another assignment / job of the Consultant to be executed for the same or for another Employer, for example a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Consultant assisting an Employer in the privatization of public assets shall not purchase nor advise purchasers of such assets.</p> <p>(c) Conflicting Relationships: A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job (ii) the selection process for such assignment / job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.</p> <p>7.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the consultant during bidding process or termination of its Contract during execution of assignment.</p>	<p><del>exploratory drilling, aerial photography, satellite imagery etc.</del></p> <p><del>(b) Conflicting Assignment / Job: A Consultant (including its Personnel and Sub-consultant(s)) or any of its affiliates shall not be hired for any assignment / job that by its nature may be in conflict with another assignment / job of the Consultant to be executed for the same or for another Employer, for example a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Consultant assisting an Employer in the privatization of public assets shall not purchase nor advise purchasers of such assets.</del></p> <p>(c) Conflicting Relationships: A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job (ii) the selection process for such assignment / job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.</p> <p>7.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith.</p>	

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
		7.4 No agency or current employees of the Employer shall work as Consultants of any Bidder.	If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the consultant during bidding process or termination of its Contract during execution of assignment. <del>7.4 No agency or current employees of the Employer shall work as Consultants of any Bidder.</del>	
141	Page 86, Clause 3.4	3.4 Insurance to be taken out by the Consultant  The Consultant shall take out and maintain adequate insurance at its own cost against various risks inducing risk of life in respect of its personnel deployed for the assignment and shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. In addition, the Consultant shall also maintain Professional Indemnity Insurance for the sum assured of Contract Value purchased from a registered Insurance Company in India	We kindly request the Authority to consider the following modification to the subject clause 3.4: 3.4 Insurance to be taken out by the Consultant <del>The Consultant shall take out and maintain adequate insurance at its own cost against various risks inducing risk of life in respect of its personnel deployed for the assignment and shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. In addition,</del> the Consultant shall also maintain Professional Indemnity Insurance for the sum assured of Contract Value purchased from a registered Insurance Company in India.	No change in the RFP provision is considered.
	Page 88, Clause 9	9. Professional Liability 9.1 Except in gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the services, the Consultant, with respect to damage caused by the Consultant to Employer's property shall not be liable to Employer:	We kindly request the Authority to consider the following modification to the subject clause 9: 9. Professional Liability 9.1 <del>Except in gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the services,</del> the Consultant, with respect to damage caused	No change in the RFP provision is considered.

S No	Section No., Clause No., Sub Clause No. and page number of the tender document	Tender clause description	Query/Suggestion/Clarification sought	
		<p>9.1.1 For any indirect or consequential loss or damage; and</p> <p>9.1.2 For any direct loss or damage equal to the total payments for professional fees and reimbursable expenditure made or expected to be made to the Consultant hereunder.</p> <p>9.2 This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the services.</p>	<p>by the Consultant to Employer's property shall not be liable to Employer:</p> <p>9.1.1 For any indirect or consequential loss or damage; and</p> <p>9.1.2 Except in case of fraud or wilful misconduct on the part of the Consultant, for any direct loss or damage equal to the total payments for professional fees and reimbursable expenditure made or expected to be made to the Consultant hereunder.</p> <p>9.2 <del>This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the services.</del></p>	