

PRE-BID MEETING HELD ON 12.07.2016 AT 1530 HRS. AT IWAI H.O NOIDA IN RESPECT OF “E-TENDER FOR STUDY FOR MODAL SHIFT OF CARGO PASSING THROUGH SILIGURI CORRIDOR (CHICKEN’S NECK) DESTINED FOR NORTH-EAST AND NEIGHBOURING COUNTRIES (I.E. BANGLADESH, NEPAL, BHUTAN, MYANMAR & CHINA) TO INLAND WATER TRANSPORTATION (IWT)” [Tender No. IWAI/cargo/232/SC/2016]

OFFICIAL PRESENT

I. IWAI

- | | |
|----------------------------|-------------------------------|
| 1. Shri Shrikant Mahiyaria | Member(Traffic) |
| 2. Shri. M.K.Saha | PM(JMVP) & Director(Traffic) |
| 3. Shri. S. Singh | Asstt. Director |
| 4. Shri. R.K.Singh | Tech.Asstt |
| 5. Shri M. Suresh Babu | Consultant (A&F),PMU(Traffic) |
| 6. Shri. Devendra Saxena | Data Executive, PMU(Traffic) |
| 7. Shri Abhy Mahajan | PMC_PwC |

II. REPRESENTATIVES OF THE FIRM/PROSPECTIVE BIDDER

The quarries received/raised by the bidders were discussed. The quarries received through E-mail/letters form the following bidders are also discussed and deliberated.

1. M/s Medulla Soft Technologies Pvt.Ltd, Noida
2. M/s CPCS, N. Delhi
3. M/s KransuQb projects Pvt. Ltd, Delhi
4. M/s Ernst & Young LLP, N.Delhi
5. M/s Teactebel Engineering Pvt.Ltd,Gurgaon
6. M/s Jones Lang LaSalle Property Consultants India Pvt.Ltd, Ahmedabad

The clarifications of IWAI are as follows:

Sr. No.	Section	Clause/Page No.	Tender Clause	Question	Response to queries by IWAI
1	Section III Data Sheet	9/ Page 25	Similar Works	For this clause City wide study for Multimodal traffic modelling with market analysis and logistics survey shall also be consider as eligibility criteria for participation in Tender	City wide study for Multimodal traffic modelling with market analysis and logistics survey, will not be considered as eligibility criteria. Conditions of RFP shall prevail.
2	ITB	11.4/ Page 23	Qualification of Key Personal	We sincerely request that all key personals should be on the payroll of the company for at least a period of 3 months prior to the date of Bid submission.	The condition shall now be read as “Team Leader should be on the payroll of the company for at least a period of 6 months prior to the date of Bid submission.

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3	ITB	8.3.1 (Enclosure II) / Page 14	Enclosure II (b) - Scanned copy of Service Tax Registration certificate	It is requested that the need for Service Tax registration may be relaxed as this prohibits any international firm to bid for this tender. It is suggested that such requirement may be mandated only from selected bidder prior to contract finalisation and the current requirement. It is further suggested that an undertaking in this regard by bidder be accepted at current stage.	An undertaking from the bidder regarding submission of service tax registration certificate shall be accepted for technical evaluation. However, if the bidder is qualified technically and fails to submit the service tax registration certificate before the price bid opening, the price bid of such bidder shall not be opened.
4	ITB	11.4/Page 22	Qualification of Key Personal	It is submitted that the need for statistician is very restrictive and also overlaps with the work of Traffic Modeller. In this context, it is requested that the requirement be replaced to a traffic analyst with relevant degree like MBA/Economics.	Minimum qualification for the position of Statistician shall be read as “Master’s degree in Statistics or Mathematics or Economics”
5	ITB	11.4/ Page 23	Qualification of Key Personal	It is further submitted that the requirement for key personnel to be core employees of the firm and be employed for more than 6 months be changed. This requirements are quite restrictive and redundant especially when contract already prescribes heavy penalties for changing the key team anytime during the project.	Refer Sr. No. 2
6	Section III Data	4 / Page 25	Date & time and address for	It is requested that due date for submission be extended to at least 3	Bid submission date will be 3 weeks from the date of uploading of

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	Sheet		submission of Proposal/ Bid	weeks from the day amendment/clarifications to queries from pre-bid are released.	amendments (if any) / clarifications to pre-bid queries.
7	ITB	10/ Page 10	The completion certificate, awarded by the client on its letter head should contain start date, date of completion and value of the work executed by the Bidder.	In the event information about consulting fee of the assignment is not mentioned on the completion certificate provided by the client, a self-issued undertaking on company letter head/ CA certificate should be considered in addition to the completion certificate provided by the client. This may please be confirmed.	Conditions of RFP shall prevail
8			In case the work was performed by the Bidder in JV, the percentage share of the Bidders in the work executed as JV should be clearly mentioned in the completion certificate.	In the event project was executed in JV and distribution of value of work executed by each JV member is not available in the completion certificate issued by the client, a self-issued undertaking on company letter head/ CA certificate should be considered in addition to the completion certificate provided by the client. This may please be confirmed.	Completion certificate shall be certified by CA. A copy of JV Agreement from the bidder regarding works performed by Bidder in JV (including percentage share) shall be submitted.
9	ITB	11.4/ Page 23	Qualification of Key Personal	Please confirm if a Master's Degree in Transportation Planning from a university/ institute will also be considered as minimum qualification.	Master's Degree in Transportation Planning will be accepted for Team Leader.
10	ITB	11.4/ Page 23	Qualification of Key Personal	The course curriculum for Economics includes substantial components	Refer Sr. No. 4

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				<p>of statistical modelling and therefore we believe a person with degree in Economics would also be suitable for the work related to data analysis and statistical modelling. In view of this, we would request you to include masters in Economic as minimum qualification criteria for Statistician.</p>	
11	Section III Data Sheet	10 / Page 26	JV Consortium	<p>Point 10 of the Bid Data Sheet restricts the formation of JV/Consortium. It is understood that this clause is specific to the formation of JV/Consortium and does not restricts Consultants to hire sub-consultants (in case required) to suitably address the Scope of Work. This may please be confirmed.</p>	Refer reply to Sr. No. 2 and further sub-consulting is not allowed
12	Section VI Terms of Reference (ToR) and Scope of Service	5 / Page 49	Scope of work - Undertake statistical analysis and analyse the historical trends based on past data (at least over the last 5 years).	<p>Scope of Work requires historical trends analysis based on past data (at least over the last 5 years). For undertaking this analysis, it is understood that historic data for IWT/coastal shipping for states like Tripura, Manipur and Mizoram etc. and data for foreign trade with neighbouring countries including Nepal, Bangladesh, Bhutan, China and Myanmar would be made</p>	<p>No such data is available with IWAI. The Consultant is required to collect the historic data for analysis. However, the Consultant can do the trend analysis based on any previous study / data available from Land Customs Stations (LCS) & Transport Research Wing (TRW) of Ministry of Shipping (MoS).</p>

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				<p>available by IWAI. Further, we would like to highlight that availability of historic data (for last 5 years) for road traffic movement would be challenging. Therefore, request you to permit the historic trend analysis for road traffic based on previous studies (if available and suitably adjusted for present). This may please be confirmed.</p>	
13	Section VI Terms of Reference (ToR) and Scope of Service	5 / Page 49	Scope of Work - Development of Origin-Destination (OD) matrix in India & neighbouring countries based on the existing traffic volumes and movement of major commodities. Development of a future perspective for the next 25 years for these ODs.	Scope of Work requires development of O-D matrix in India and neighbouring countries based on the existing traffic volumes and movement of major commodities. It is understood that data required for development of O-D matrix, particularly for neighbouring countries would be made available by IWAI. Further, it is also understood that O-D matrix for neighbouring countries would be limited to the cargo clearance centers such as ICD, CFS, sea ports etc. This may please be confirmed.	No such data is available with IWAI. Based on the data collected by the Consultants, the OD Matrix is to be developed for neighbouring countries and it would be limited to cargo clearance centers such as ICD, CFS, sea ports etc. On written request, the Employer may provide the recommendation letter to the selected consultant
14	Section VI Terms of Reference (ToR) and	5 / Page 50	Scope of Work - Construct a financial model based on the	Scope of Work requires construction of financial model based on the projected investments and expected revenues in	The consultant based on its study has to project the expected freight for the movement of cargo through waterway after factoring loading /

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	Scope of Service		projected investment and expected revenues in for these waterways.	for these waterways. It is understood that inputs required for developing a financial model including capital costs, operating expenditure, base tariffs for arriving at the revenues and other relevant assumptions such as interest rates, debt-equity ratio, project phasing etc. would be made available by IWAI. This may please be confirmed.	unloading & associated cost like berthing charges, terminal charges etc. and shall compare the same with existing mode of transport.
15	Section VI Terms of Reference (ToR) and Scope of Service	5 / Page 50	Scope of Work - Analyse current and potential traffic volume which can be shifted to IWT mode and analyse present infrastructure of waterways including waterway characteristic and navigation aids suitable to handle the traffic including terminal facilities, cargo handling facilities, warehousing / storage needs,	Scope of Work requires analysis of the present infrastructure of waterways including waterway characteristic and navigation aids suitable to handle the traffic including terminal facilities, cargo handling facilities, warehousing / storage needs, intermodal & multimodal equipment required for trans-loading. It is understood that details of the present waterway infrastructure facilities would be made available by IWAI. This may please be confirmed.	Details of present infrastructure facilities would be made available to the consultant by IWAI

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			intermodal & multimodal equipment required for trans-loading.		
16	Section VI Terms of Reference (ToR) and Scope of Service	5 / Page 50	Scope of Work – Identify the key operation issues and initiatives to be undertaken in order to ensure the smooth functioning of the waterway e.g. Dredging, Navigational aids and other infrastructural requirements.	As consultant has to review and comment on operational issues related to functioning of the waterways; we request the authority to provide any existing study or details on availability of draft for the movement of vessels.	On written request, the reports / study available with IWAI will be provided to the selected Consultant
17	Section VI Terms of Reference (ToR) and Scope of Service	5 / Page 51	Scope of Work - Analysis of security measures imposed on points of entry and international border crossings and measures to improve it in view to improve the efficiency of cargo movement through IWT.	We believe that any recommendation on custom clearance, security measures, and immigration measures would require a detailed assessment of current procedures and protocols. This exercise should form a separate study. However, for this assignment, any recommendations involving improvements in custom clearance, security measures, and immigration measures would be based on secondary information	The Consultant, based on the current information available / current situation prevailing, shall analyze and suggest the improvements and way forward for efficient IWT movement

Sr. No.	Section	Clause/Page No.	Tender Clause	Question	Response to queries by IWAI
			Determine improvements required in customs and immigration processes in Indo-Bangladesh protocol route.	and select primary interactions. This may please be confirmed.	
18	Section VII Standard form of Contract	2.3 / Page 59	Modifications or variations	We request modification of the clause to - Any modification or variations of the terms and conditions of this contract, including any modification or variation of the scope of the services, may only be made by written agreement between the parties.	Conditions of RFP shall prevail
19	Section VII Standard form of Contract	2.6.2 / Page 62	Termination: By the Consultant	We request modification of the clause to - a) If the Employer fails to pay money due to the Consultant pursuant to this contract and not subject to dispute within fifteen (15) days after receiving written notice from the Consultant that such payment is overdue.	Conditions of RFP shall prevail
20	Section VII Standard form of Contract	3.4 / Page 63	Insurance to be taken by the Consultant	We request modification of the clause to - 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	Conditions of RFP shall prevail

Sr. No.	Section	Clause/Page No.	Tender Clause	Question	Response to queries by IWAI
21	Section VII Standard form of Contract	3.7 / Page 64	Documents prepared by the Consultant to be the property of the Employer	<p>for the assignment.</p> <p>We request modification of the clause to - Documents prepared by the Consultant to be the property of the Employer: All plans, drawings, specification, design, reports, other documents and software made available to the Consultant/prepared by the Consultant under this contract shall become ad remain the property of the Consultant. The Consultant shall continue to retain all pre-existing intellectual property rights in all software, designs, utilities, tools, models, systems and other methodologies and know-how that Consultant already owns or licenses (“Consultant Materials”), including improvements to such Consultant Materials or knowledge developed while performing the Services.</p>	Conditions of RFP shall prevail
21	Section VII Standard form of Contract	9 / Page 67	Arbitration	<p>We request modification of the clause to - In the event of any dispute or difference covering, relating to or raising out of this agreement, the parties shall do their utmost to settle it in fair and amicable manner in a</p>	The modification to the clause is accepted

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				<p>spirit of mutual cooperation and any dispute or difference not to settled within thirty days, shall be referred to the sole arbitration in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be Noida. In view of the arbitration proceedings, the work under the agreement should not be suspended.</p>	
22		New Clause		<p>We request inclusion of following clause- Except as otherwise permitted by the Agreement, neither the Employer or the Consultant may disclose to third parties the contents of the Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary including the Deliverables under the Agreement. Either of the parties may, however, disclose such information to the extent that it: (a) is or becomes public other than through a breach of the Agreement, (b) is subsequently received by the recipient from a third party who, to the</p>	Conditions of RFP shall prevail

Sr. No.	Section	Clause/Page No.	Tender Clause	Question	Response to queries by IWAI
				<p>recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,</p> <p>(c) was known to the recipient at the time of disclosure or is thereafter created independently,</p> <p>(d) is disclosed as necessary to enforce the recipient's rights under the Agreement, or</p> <p>(e) must be disclosed under applicable law, legal process or professional regulations.</p>	
23		New Clause		<p>We request inclusion of following clause- Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than 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. Employer may not rely on any draft Report and the Consultant shall not be required to update its Final Report.</p>	Conditions of RFP shall prevail
24		New Clause		We request inclusion of	Conditions of RFP shall

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				<p>following clause- The Consultant shall not be liable, in contract or tort, under statute or otherwise, for any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Contract or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Consultant's aggregate liability, including indemnity, shall not be in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.</p>	prevail
25		New Clause		<p>We request inclusion of following clause- The Employer shall provide (or cause others to provide) to the Consultant, promptly, the information, resources and assistance (including access to records, systems, premises and people) that the Consultant reasonably requires to perform the services under the Contract, failing which the</p>	Conditions of RFP shall prevail

Sr. No.	Section	Clause/Page No.	Tender Clause	Question	Response to queries by IWAI
				Consultant shall not be responsible for any delay, loss or damage to Employer.	
26	ITB	3 / Page 10	Bidder Eligibility Criteria	Bidder requested the Authority to kindly allow to participate for the project utilizing the Technical credentials of our parent company, provided the bidder give authorisation from parent/sister company on appropriate value of stamp paper (duly notarised) to use their credentials and their services available to Indian Subsidiary as required and demanded by IWAI. Kindly confirm.	Not allowed. Conditions of RFP shall prevail
27	Section VI Terms of Reference (ToR) and Scope of Service	3 & 5 / Page 48, 50	a. Objectives of Study b. Scope of Work	Please provide the waterways which are to be considered for modal shift of cargo to IWT under this study.	National Waterways – 1, 2 and 16 are to be considered
28	Section VI Terms of Reference (ToR) and Scope of Service	5 / Page 49	Scope of work - Undertake statistical analysis and analyse the historical trends based on past data (at least over the last 5 years).	Whether any historical data of goods traffic at Siliguri available with IWAI? If Available, will the data be shared with the consultant by IWAI? Please confirm.	Refer Sr. No. 13
29	Section VI Terms of Reference (ToR) and	5 / Page 50	Scope of Work - Take into account new clusters coming up in the next 5 –	It may be clarified that the only the upcoming clusters of India are to be considered or in other neighboring countries (especially	The cargo data to be collected for the neighbouring countries. For multi modal shift of cargo, NW-1, NW-2, NW 16 and new clusters are to

Sr. No.	Section	Clause/Page No.	Tender Clause	Question	Response to queries by IWAI
	Scope of Service		10 years and their impact on the OD study.	Bangladesh) are also to be considered. Please clarify and specify the region?	be considered. New Clusters include all the Rivers of North-East Region declared as National Waterway as per National Waterway Act, 2016.
30	Section VI Terms of Reference (ToR) and Scope of Service	5 / Page 50	Scope of Work - Provide database of prospective stakeholders (shippers, regulators, facilitators, operators, transporters of each mode, freight forwarders, logistic companies etc.).	It is mentioned that the data collection, to study and analyse of existing patterns, from various stakeholders will be in the scope of consultant. But our experience shows that the collection of data from different authorities is a tough task and repetitive visits yields no significant results. E.g. collection of railway freight data from FOIS. Hence it is requested that consultant will not be attributable for any delay in delivery of data from IWAI or other stakeholders during the course of study. Kindly confirm.	IWAI is not responsible for providing any of the historical data. The delay in collecting the data and submitting the reports will only be attributable to the Consultant.
31	Section VI Terms of Reference (ToR) and Scope of Service	5 / Page 50	Objectives of Study - Exploration of potential of coastal shipping from Haldia / Paradip to Ports and Bangladesh (Chottagong and Cox Bazar) in order to serve states like Tripura, Manipur and	We understand that this study is limited to model shift of cargo passing through Siliguri corridor to IWT. Therefore study for coastal shipping from Haldia /Paradip should not be part of scope. Please confirm.	The study for coastal shipping is part of the scope. The multimodal shift of Cargo to IWT for movement to the states like Tripura, Manipur etc. is to be analyzed.

Sr. No.	Section	Clause/Page No.	Tender Clause	Question	Response to queries by IWAI
			Mizoram and onwards to Myanmar.		
32	Section VI Terms of Reference (ToR) and Scope of Service	7/ Page 52	Timelines and Payment Schedule	As mentioned in the time schedule, only 6 weeks are provided for submission of Market Analysis report (national cargo) which highly depends on collection of existing data/reports from concerned authorities and stakeholders. Hence we request you to modify the time schedule for this deliverables from minimum weeks to 8 weeks. Please confirm.	The timelines for submission of Market analysis Report (National Cargo) from LOA is revised to 8 weeks. However, timelines for submission of Market Analysis Report (Both National & International Cargo) from LOA stands 8 weeks.
33	Section VI Terms of Reference (ToR) and Scope of Service	3 / Page 48	Objectives of Study - Identification of cargo which can be diverted to IWT & destined for 5 neighbouring countries i.e. Nepal, Bangladesh, Bhutan, China and Myanmar.	It may be clarified that cargo data to be collected only from the Siliguri for those cargos passing through that corridor. No data to be collected from neighboring countries and study to be conducted on secondary data available in public domain only. Please confirm. If primary data required for the study then IWAI has to arrange those data as per consultant requirement from those countries. Please confirm.	IWAI will not provide any historic data. The Consultant has to collect the data for Neighbouring countries. The said data may be primary or secondary and also includes the data available on public domain (Land Custom Station and Transport Search Wing, Ministry of Shipping).
34	ITB	2.4 / Page 10	Introduction	Service tax requested to be extra at this juncture too.	Conditions of RFP shall prevail. (Refer Clause 8.3.2, Page 15 of ITB for clarification on Service Tax)
35	ITB	8.3.2/Page 15	..unforeseen environment	Kindly reframe If after satisfactory	The Clause shall be read as "Consultancy fees quoted

Sr. No.	Section	Clause/Page No.	Tender Clause	Question	Response to queries by IWAI
			al and social issues.. the consulting firm have to resolve such issues with their own cost upto the complete satisfaction of IWAI.	submission of allunforeseen and social issues need to be reframed.	would deem to have included all the incidental costs including cost of data collection from various line departments, field survey, all documents and reports etc. which would be required to-be prepared and submitted by the Consultants during entire course of the present assignment. After submission of all the above information / reports, the Consultant shall under any circumstances keep the Employer indemnified from all the issues raised by any Govt. and Non-Govt. Organization, PAPs or local people or parties”.
36	Section III Data Sheet & Section VI Terms of Reference & Scope of Service	17 / Page 26 & 7/Page 52	Timelines	Work Completion in data sheet-60 days on page-26; whereas on page-52 / clause-11 under Timeline its 16 weeks. Kindly mention 16 weeks at both clauses.	The total period of Consultancy services is 16 weeks
37	ITB	11.2/Page 20	Bid Evaluation Criteria	Previous 10 (ten) years May be even previous 12 years.	Conditions of RFP shall prevail
38	ITB	11.3/ Page 20-21	Bid Evaluation Criteria	Requested 30:20:50 for Relevant Exp. : Work Plan& methodology : Qualification of Key experts / professionals.	Conditions of RFP shall prevail
39	ITB	11.4/ Page 22	Qualification of key personal	Pls add Graduate/Post Graduate in Engg. In addition to the Team Leader of 15years experience, More than 25 years’ experience professionals in multi-	Refer Sr. No. 4 & 9. For qualification of rest of the personal, the conditions of RFP shall prevail.

Sr. No.	Section	Clause/Page No.	Tender Clause	Question	Response to queries by IWAI
				modal logistics field may be added.	
40	Section VI Terms of Reference (ToR) and Scope of Service	5 / Page 50 & 6 / Page 51	Scope of Work & Deliverables	Suggestive of TEFR, Work Fees and Time may be budgeted accordingly by the committee. May be Sales Revenues potential can be projected and a Pre-Feasibility Report based on Study can be incorporated, but then kindly define workscope. Deliverables on page-51 mentions Inception / MAR/ MDR/ MTR and final Report, nowhere relevant with the Financial Modelling.	For work fees, time etc. Conditions of RFP shall prevail. Regarding Financial model, refer Sr. No. 15. Market analysis report, market development report, market trends report will include the benefits (in terms of cost) to IWT and the impact to other modes. Thus, to an extent relevant with Financial Modelling.
41	Section VI Terms of Reference (ToR) and Scope of Service	5 / Page 51	Scope of Work	Suggest Improvements required.... Customs & Immigration processes need to be suggestive only in the study.	Refer Sr. No. 17
42	ITB	8.3.2/ Page 15	Consultancy fees quoted would deem to have included all the incidental costs including cost of data collection from various line departments, field survey, all documents	We request you to clarify what kind of data or reports are available with IWT, which would be useful to accomplish the objective of the study.	IWAI does not have any data / reports.

Sr. No.	Section	Clause/Page No.	Tender Clause	Question	Response to queries by IWAI
			and reports etc.		
43	ITB	11.2/Page 20	Bid Evaluation Criteria	Would request this to be extended this to 10 years	Conditions of RFP shall prevail
44	ITB	11.4/ Page 23	Qualification of Key Personal	We request you to relax this clause and allow inclusion of advisors or consultant who may or may not be on the payroll of the company.	Refer Sr. No. 2
45	ITB	11.4/Page 22	Qualification of Key Personal	Request the Authority to consider experts who have significant relevant experience in undertaking transportation plan/feasibility studies related to integrated development projects like logistics parks, industrial parks etc. but have Masters in other relevant disciplines. This is requested to ensure that Consultants have flexibility to propose the best available expert to address the Authority's expectations in this project and it would help us bring forth a larger pool of professionals for selection by IWAI.	For position of Statistician Refer Sr. No. 2 For rest, the conditions of RFP shall prevail
46	Section III Data Sheet	10 / Page 26	JV/ Consortium	We request you to consider the possibility to allow for JV/Consortium.	Conditions of RFP shall prevail.

(Sh. Mayank Kumar)
Asstt. Director

(Sh.M.K. Sharma)
Sr. Accounts Officer

(Sh. S.R.Maurya)
Dy. Director