

**MINUTES OF THE PRE-BID MEETING HELD ON 28.08.2015 AT IWAI H.O. NOIDA IN
RESPECT OF TENDER FOR “ENGAGEMENT OF CONSULTANT FOR
PREPARATION OF DETAIL PROJECT REPORT (DPR) FOR DEVELOPMENT OF
RO-RO ROUTES IN NW-2”**

S.N.	Clause No. and Page No. of RFP	Query	Reply/ Clarification by IWAI
A.	TRACTEBEL ENGINEERING Pvt. Ltd. , 2nd Floor, Building No. 10-C, DLF Cyber City, Gurgaon 122 002 (Haryana) – INDIA, tel. +91 124 669 7500 - fax +91 124 669 7601		
1	<p>Clause 10.1 (a) at Page 20</p> <p>The bidder should have completed in the past seven years, at least:</p> <p>i) Three similar works each costing not less than Rs. 55 lakhs OR</p> <p>ii) Two similar works each costing not less than Rs. 66 lakhs OR</p> <p>iii) One similar works each costing not less than Rs. 88 lakhs</p> <p>Note: Similar works means providing consultancy services for inland water transport, preparation of detail project reports / techno economic feasibility study for construction of Ports, river terminals, riverine structure, IWT terminals, logistics hub etc.</p>	<p>We understand that an Indian Subsidiary of an International firm can bid using the references of its parent/sister company. Kindly Confirm.</p>	<p>“Consultant” means any entity or person or association of person who provides the Services to the Employer under the Contract. Joint Venture companies are not covered by this term. Refer clause 2.1 (b)</p>
2.	<p>Clause 5 (1) of TOR at Page-11(iii) Review of traffic projections, study and data collection from earlier reports, all relevant authorities...2035</p> <p>(vi) Collection & analysis of water level data for ascertaining the appropriate level of the jetty, current data both in magnitude and in direction as required for designing the berthing face of the Ro-Ro jetty for safe berthing, morphological data requirement for the purpose of river bank protection works etc.</p>	<p>It is mentioned that the data collection 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 yield no significant results. 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.</p>	<p>The collection of data from IWAI or any other authority/department is the responsibility of the consultant.</p> <p>The following data may be available with IWAI/IWTD, Govt. of Assam/CWC:</p> <p>(i) Thalweg survey of entire NW-2 for the last 10 years.</p> <p>(ii) DPR of NW-2 prepared in 1988.</p> <p>(iii) Satellite images are available with IWAI for the last 10 years and the selected bidders have to visit IWAI office to see the necessary details required</p>

			<p>for the DPR.</p> <p>(iv) Traffic data for all the terminal locations may be available with IWT Directorate Govt. of Assam. IWAI will help in collection of data but the responsibility for data collection lies with the consultant.</p> <p>(v) The water level data as available with IWAI may be used by the selected bidder for the preparation of DPR. Additional data, if any, required by the bidders has to be arranged by them only.</p>
3	Clause 5.2 (xviii) of TOR at Page-14 Detailed presentation of DPR at IWAI head office Noida as well as to Ministry of Shipping, State Govt. of Assam, and other Central / State Govt. Authorities, who become necessary for acceptance and processing of DPR from time to time.	We understood that all these presentations will be held at IWAI head office, Noida or at MOS, Delhi only. Please clarify.	The presentations may be held at Noida, Delhi or Guwahati.
4	Clause 7 (a) at Page-17 Time schedule/submission of reports	<p>As mentioned in various sub stages schedule time schedule, we understood that only 3 presentations required with IWAI/MOS and other stakeholders for acceptance and processing of DPR at Noida/Delhi.</p> <ol style="list-style-type: none"> 1. After submission of feasibility report (Stage-1) 2. After submission of first draft report (Stage-II) 3. After Submission of draft DPR (Stage-II) <p>Kindly Confirm.</p>	The number of presentations depends upon the quality of report submitted by the consultant and its presentation to the accepting authority.
5	Clause 6.1 (ii) “NAVAL ARCHITECT” at Page-15 QUALIFICATION AND EXPERIENCE: Should possess minimum of Graduation Degree in Naval Architect Engineering from a	<p>We request you to relax the qualification and experience criteria of NAVAL ARCHITECT with higher qualification as ;</p> <p>“Should possess minimum of</p>	Refer Corrigendum 1

	<p>university with 10 years’ experience in design. He will be responsible for specification and design, types and sizes of Ro-Ro vessel to be operated in the suggested Ro-Ro route.</p>	<p><i>Graduation Degree in Naval Architect Engineering from a university with 10 years’ experience or Post Graduation Degree in Naval Architect Engineering from a university with 7 years’ experience in design. He will be responsible for specification and design, types and sizes of Ro-Ro vessel to be operated in the suggested Ro-Ro route.</i> Kindly confirm.</p>	
<p>6</p>	<p>Clause 6.1 (iv) “RIVER ENGINEERING EXPERT” at Page-16 QUALIFICATION AND EXPERIENCE: Minimum 8 years’ experience in conducting River Engineering works with experience in hydrographic surveys, investigations and measurements, bathymetric surveys in a variety of geographical locations and natural. He must have Graduate in Engineering from any recognized university.</p>	<p>Since the requirement mentioned for River Engineering Expert is basically for a HYDROGRAPHIC Expert, therefore we request you to split the expert requirement in two positions by including Hydrographic Expert position in the list of key experts.</p> <p>RIVER ENGINEERING EXPERT</p> <p>QUALIFICATION AND EXPERIENCE: Minimum 8 years’ experience in conducting River Engineering works with experience in dredging, bank protection and river training works. He must have Graduate in Engineering from any recognized university</p> <p>HYDROGRAPHIC EXPERT</p> <p>QUALIFICATION AND EXPERIENCE: Minimum 8 years’ experience in conducting River Engineering works with experience in hydrographic surveys, investigations and measurements, bathymetric surveys/Topographic surveys in a variety of geographical locations and natural. He must</p>	<p>Refer Corrigendum 1</p>

		<p>have Graduate in Civil Engineering from any recognized university. Kindly confirm</p>	
7	<p>Clause 6.1 (vii) Minimum 10 years' experience in a broad range of environmental assessment particularly in analysing impacts on coastal and marine environment of port development or other maritime projects including construction of maritime structures, dredging, ship operations, on shore developments and post operational activities, port related industries and transportation linkages etc. assessment of measures, both physical and regulatory, necessary for mitigation of harmful effects and control of pollution. Should possess a minimum Post-graduate Degree in Environmental Sciences with specialization in Marine Environment.</p>	<p>Since this assignment is in Assam for IWT in Brahmaputra river. Hence experience in coastal and marine environment should not be necessarily required. We request you to relax the qualification and experience of ENVIRONMENTAL EXPERT as</p> <p><i>“Minimum 10 years’ experience in a broad range of environmental assessment particularly in analysing impacts on environment of port development/Inland Waterway transport, construction of dredging, ship operations, on shore works, etc including environmental regulatory regime. Should possess a minimum Post- graduate Degree in Environmental Sciences or equivalent. Higher relevant qualification shall be preferred”.</i> Kindly Confirm.</p>	Refer Corrigendum 1
8	<p>Clause 6.1 (iii) & at Page-16 Highway Engineer</p>	<p>Considering the TOR mentioned for this project, the role of Highway Engineer is not envisaged at large. This position may be considered as support staff. It is requested to remove the same from the list of Key Experts. Please clarify.</p>	<p>The connectivity from the terminal site to the nearest main District road or State/National Highway is an important activity in the DPR. Therefore, the Highway Engineer is required for this work.</p>

9	Clause 7(a) at Page-17 Time schedule/submission of reports for stage-I.	<p>As mentioned in the time schedule, only 10 weeks are provided for submission of feasibility report which highly depends on collection of available data/reports from concerned authorities and stakeholders.</p> <p>Hence we request you to modify the time schedule for stage-I from 10 weeks to 14 weeks. Please confirm.</p>	<p>The request of prospective bidders to increase the time schedule for Stage – I has been agreed upon and has been increased from 10 weeks to 14 weeks. The time scheduled for Stage-II remains unchanged.</p> <p>Refer Corrigendum 1</p>
10	Clause 15.2 at Page-24 Stages of Payment	<p>Please confirm that the payment is only on approval by the IWAI and no approval required from relevant stakeholders (Govt. of Assam/Ministry of Shipping) on deliverables. We assume, if any stakeholders approval required then all approvals will be obtained by the IWAI only. The consultant is only to support with required documentation. Please clarify.</p>	<p>Yes. The approval by IWAI is only required for considering the release of payment.</p>
11	<p>Clause-16.5 (P) at Page - 32 Release of Security deposit after labour clearance: Release of Security deposit after labour clearance: Security deposit of the work shall not be refunded till the Consultant produces a clearance certificate from the Labour Officer. As soon as the work is virtually completed, the Consultant shall apply for clearance certificate to the Labour Officer under intimation to Engineer-In-Charge.....the security deposit will be released if otherwise due.</p>	<p>We understood that this clause is more relevant to construction work and should not be applicable on consultancy assignments. Therefore, it is requested to delink the release of security deposit with labour clearance from the state labour officer and release SD as per clause 14 at page 24 only.</p> <p>Please clarify.</p>	<p>The clause is to safeguard the interest of labours/manpower engaged in any form to complete the assignment.</p> <p>However, considering the request of prospective bidders for the sake of releasing security deposit, the clause Clause-16.5 stands modified.</p> <p>Refer Corrigendum 1</p>
12.	Point 6 of NIT Last date of submission	<p>The Last date of submission of proposal is requested to be 2 weeks from the date of issuance of clarifications of pre-bid queries. Kindly confirm.</p>	<p>Considering the request of prospective bidders the last date of submission for the bids is extended up to 21.09.2015. Refer Corrigendum 1</p>

B.	AECOM India Pvt Ltd , 9th Floor, Infinity Tower –‘C’, DLF Cyber City, DLF Phase II, Gurgaon, Haryana, India, Pin 122002		
13.	Clause. 1, pg. 3 Estimated cost of work, STAGE- II: Rs. 80 lakh	Considering the preparation of DPR for four terminals and also the quantum of work, we feel that the estimated cost of work of INR 80 lakh is too low. We request you to confirm the same.	No Change in estimated cost.
14.	Clause 5.1,(vi), Page 11 Collection & analysis of water level data for ascertaining the appropriate level of the jetty, current data both in magnitude and in direction as required for designing the berthing face of the Ro-Ro jetty for safe berthing, morphological data requirement for the purpose of river bank protection works etc.	Water level data is very critical for this work and hence data on water levels and flow shall be provided by the IWAI for at least 10 years with the award of the contract.	Refer reply at Sl. No. 2 above.
15	Clause 5.1,(vi), Page 11 Considering the complex morphology of the area.	To study morphological changes in the area topo-sheets and satellite images are essential. Please indicate the availability of these with IWAI.	Refer reply at Sl. No. 2 above.
16	Clause 5.1,(viii), Page 11 Single line longitudinal survey (Bathymetric survey) in the deepest depth with the help of DGPS using Automatic Hydrographic Survey System.	Considering the morphology of the area single line survey is not appropriate. Hence request IWAI to list the earlier bathymetry surveys been carried out in the region and also if those will be provided to the consultants.	<p>The single line bathymetry survey along the deepest channel of NW-2 is available with IWAI and can be provided to the selected bidder. However, this may not be sufficient for the study of intended Ro-Ro routes. The consultant has to carry out the survey as mentioned in TOR in such a way that 40 meter wide navigation channel is available in the selected route.</p> <p>At terminal berthing location, detailed hydrographic survey is to be conducted of the area marked for berthing.</p>

17	<p>Clause 6.1, Page 15 Port Planning/ Engineering Expert</p> <p>(Team Leader)</p> <p>Minimum 15 years' experience in planning, design, construction, preparing cost estimates for various port works, terminals,..... with higher professional qualification in Port and Harbour Engineering/Structural Engineering/Geo-technical Engineering.</p>	<p>Considering the nature of assignment we feel that the Team Leader should have knowledge of all aspects of the project such as planning, design, market assessment and financial appraisal. Therefore we request that instead of asking for higher qualification, experience of team leader in these aspects should be made a pre-requisite.</p>	<p>Refer Corrigendum 1</p>
18	<p>Clause 6.1, Page 15 Naval Architect</p> <p>Should possess minimum of Graduation Degree in Naval Architect Engineering from a university with 10 years' experience in design. He will be responsible for specification and design, types and sizes of Ro-Ro vessel to be operated in the suggested Ro-Ro route.</p>	<p>We do not foresee the requirement of the expert for this assignment as port panning expert is equally capable to carrying out this work.</p>	<p>Keeping in view the scope of work the Naval Architect is required to suggest broad specification and design, types and sizes of Ro-Ro vessel to be operated on the finalized Ro-Ro routes. Therefore Naval Architect is essential to carry out the assignment.</p> <p>Refer Corrigendum 1</p>
19	<p>Clause 6.1, Page 15 Electrical Engineer, Mechanical Engineer</p> <p>Engineering with 10 years' experience in design of selection of mechanical/electrical items and equipments. He should be responsible for the identification, design and selection of mechanical equipment and electrical services of the port/ IWT terminal.</p>	<p>Instead of Electrical Engineer, Mechanical Engineer, Material handling Expert experts we propose Financial Expert having an MBA (Finance) or Equivalent having 10 years of relevant experience in financial modelling in Ports and other Infrastructure sectors.</p>	<p>The requirement of electrical and mechanical engineers has been foreseen to assess the basic amenities to be provided at the terminal locations.</p> <p>To deal with the issues related to finance, general economist has been proposed in the key experts. Refer Corrigendum 1</p>
20	<p>Clause 7 (a), Page 17 Submission of Stage one Feasibility Report – 10 weeks</p> <p>Stage 2 – 20 weeks</p>	<p>Considering the requirements of site visit and data collection (primary and secondary), the time schedule is bit less. Please consider to increase it to 16 weeks.</p> <p>Stage 2 may please be increased to 30 weeks.</p>	<p>Refer to reply/clarification at Sl. No. 9.</p>

21	Clause 9.2, Page 20 The technical and financial bids complete in all respects should be submitted online in website https://eprocure.gov.in/eprocure/app at 1500 hrs on 11.09.2015.	We request you to please extend the bid submission date till 20 th September, 2015.	Refer to reply/clarification at Sl. No. 12.
23	Cl. 14, pg. 24 Security Deposit	Release of Security deposit should be on successful completion of services instead of production of No Demand Certificate.	Refer to reply/clarification at Sl. No. 11.
24	Cl. 16.4 (A) pg. 27 From commencement to completion of the work(s) as a whole, the Consultant shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the works or any part thereof and to the Authority's Plant, Equipment and Material (hired or issued to the Consultant) shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.	Consultant service under this contract is defined as "assignment/job" accordingly, this clause may be rewarded as below: " From commencement to completion of the 'assignment/job', the Consultant shall take full responsibility for the care thereof and"	The word "work(s)" is replaced with "work/ assignment/job" in Clause no. 16.4 (A) pg. 27 Refer Corrigendum 1
25	Cl. 16.4, E, pg.28 The Consultant shall indemnify and keep indemnified the Authority against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance, of works during the contract period and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.	As no construction work is involved in this assignment, we suggest removing this clause.	The clause cannot be removed, as there is involvement of persons and there may be involvement of labours in carrying out the work/ assignment/job.

26	Cl. 16.4 (F-iii-b), pg. 28 The Consultant shall ensure that similar insurance policies are taken out by his sub-Consultant (if any) and shall be responsible for any claims or losses to the Authority resulting from their failure to obtain adequate insurance protection in connection thereof. The Consultant shall produce or cause to be produced by his sub-Consultants (if any) as the case may be, relevant, policy or policies and premium receipt as and when required by the Engineer-in-Charge.	We request you to please remove this clause.	The clause cannot be removed, as there is involvement of persons and there may be involvement of labours in carrying out the work/ assignment/job.
27	Cl. 19, pg. 33 Force Majeure: Any delays or failure of performance by a party to this Agreement shall not constitute default hereunder or give rise to any claims for damages against said party, if any, to the extent caused by matters beyond the control of said party like acts of God, strikes, lock outs or other concerted acts of workmen, fires, floods, explosions, blockades, embargoes, riots, war (declared or undeclared), rebellion, sabotage, extra-ordinary severe weather, civil commotion and criminal acts of third persons. If the work is delayed by Force Majeure...	We suggest that termination rights must be available with Consultant if force majeure continues beyond 60 days and also expenses incurred to be reimbursed by Client. Further on reactivation idling and reactivation charges need to be paid.	These are the standard clauses and cannot be altered or changed.
28	Cl. 21, pg 34 Arbitration: Any dispute or difference Sole arbitration of a person so, nominated by the Employer.	We request you that the appointment of arbitrator should be neutral.	These are the standard clauses and cannot be altered or changed.
C.	BITES Ltd., BITES Bhawan -1, Sector -29, Gurgaon		
29	Page no.23 under Clause 13(1)	EMD has to be drawn on Nationalized Bank may also to be allowed to drawn on Scheduled Bank too. This may be considered for tender fee also.	Agreed. The tender fees and EMD in the form of demand draft obtained from Nationalized Bank as well as Scheduled Bank will be accepted. Refer Corrigendum 1

30	Page No.11 under Clause 5.1 Stage – I,	The availability of earlier traffic data /reports may please be confirmed by IWAI.	Refer reply at Sl. No. 2 above.
31	Clause 5.1 ,(vii) For stage –I , and Clause 5.1 ,(vii). But for stage II ,	For stage –I , single line (bathymetric survey) shall be conducted But for stage II , no survey is specified in the scope and vide Page 18 clause 8(a) it is mentioned that that the same shall be provided if available. Kindly confirm whether the same is available with IWAI; otherwise. Please specify the area of topographic survey to be conducted by consultants.	The single line survey as per clause 5.1(viii) of Stage –I shall be conducted. In Stage – II the same data will be used for preparation of DPR as mentioned clause 5.2 (ii) of Stage –II.
32		Please clarify, for conducting Morphological study whether satellite imageries shall be provided by IWAI to consultant.	Refer reply at Sl. No. 2 above.
33		Please indicate availability of water level data & current meter data of earlier years for the identified locations.	Refer reply at Sl. No. 2 above.
34		The last for submission may please be extended from 14.09.2015 to 21.09.2015.	Refer reply at Sl. No. 12 above.