

MINUTES OF PRE – BID MEETING HELD ON 09.12.2016 AT 1030 HRS. AT IWAI NOIDA OFFICE RELATED TO TENDER FOR Appointment of consultant for preparing Detailed Project Report (DPR) for Provision of Container Terminal with Container handling facilities / at Port of Sittwe & IWT Terminal at Paletwa in Myanmar, under Kaladan Multi-Modal Transit Transport Project.

- I. The list of the participants who attended this meeting is at Appendix – 1.
- II. Shri Sanjeev Kumar, JHS, 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 and KMTTP.
- III. It was noted that some bidders had submitted queries seeking 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 09.12.2016.
- IV. **It was informed by IWAI that last date for submission of bids will remain unchanged i.e. 09.01.2017.** Any communication in this regard cannot be considered at this stage.
- V. The Clarifications on the queries raised by the bidders are enclosed as Annex – 1. These queries and their clarification would be treated as integral part of this tender.

The list of the participants;

I. IWAI

1. Shri. Sanjeev Kumar, JHS

II. IPGPL

1. Shri. Arun Kumar Gupta, MD
2. Capt. Prakash B. Joag, Consultant
3. Capt. Ashish Bhalla, Consultant

III. Representatives of Prospective Bidders

1. Shri. Anil Rai
2. Shri. J. Kumar
3. Shri. M. Divakaran
4. Shri. Arjun.S
5. Shri. Sanjeev Gupta
6. Shri. Mony Suvarna
7. Shri. Prabhjot Kapoor
8. Shri. Mohommad Aslam Bijapur
9. Ms. Nishi Chandra
10. Ms. Niyati Tondon
11. Shri. Samiran Das
12. Ms. Sapna Upadhyay

Representing

- M/s Tata Consulting Engineers.
M/s WAPCOS Ltd.
M/s DHI (India) Wafer and Environmental.
M/s DHI (India) Wafer and Environmental.
M/s AECOM.
M/s Howe Engineering Projects (India) Pvt. Ltd.
M/s Howe Engineering Projects (India) Pvt. Ltd.
M/s Royal Haskoning DHV.
M/s Royal Haskoning DHV.
M/s E &Y.
M/s Inros Lackner.
M/s KPMG, Gurgaon.

INLAND WATERWAYS AUTHORITY OF INDIA

Clarification on quarries submitted by the bidders

TENDER FOR Appointment of consultant for preparing Detailed Project Report (DPR) for Provision of Container Terminal with Container handling facilities / at Port of Sittwe & IWT Terminal at Paletwa in Myanmar, under Kaladan Multi-Modal Transit Transport Project

Sl. No.	DETAILS OF QUERIES	REPLY/ CLARIFICATION
URS Scott Wilson India Private Ltd(AECOM)		
1	<p><u>Clause 3.6, page 18;</u> Not all clients mention the contract value in the completion certificate. Hence kindly request to accept the completion certificate as provided by the client along with the work order of the project.</p>	No Change in the clause
2	<p><u>Clause 10.1.4 Enclosure IV (b)i,Page 30</u> We request if this clause is applied to selective positions only that require frequent interaction with client like Project Coordinator cum Team Leader, Geology/ Soil Expert, Finance Expert ICWA/ CA, Civil Engg./ Subsea expert and Structural Designer.</p>	The Key Personnel must be on the employee(s) of the Consultant/ Consulting Firms or may be appointed as pay roll employee
3	<p><u>Clause 10.2, i (b), Page 32</u> While Consultant shall bear all the costs required towards technical assistance, preparation, printing, submission and travelling for site visits, meetings etc. The Costs towards paying fee for regulatory approvals/ submissions and visits of IWAI and Government officials will have to be borne by either IWAI/PDC or GoM. Any cost of arrangements for conduction of public hearing/ formal meetings such as transportation for locals, refreshments, tents etc. will also have to be borne either by IWAI/ PDC or GoM. Kindly confirm</p>	No Change in the clause
4	<p><u>Clause 16.2,1 (a) and b Detailed marking scheme; Page 36</u> The clause says “three marks will be given for each similar work assignment limiting to maximum of 15 marks” while the marks allotted for the same is 17 marks.</p> <p>Similarly for EIA & EMP studies is 1 mark for similar assignment limiting to 3 marks while the marks allotted is 4 marks. Kindly Clarify.</p>	<p>(a) Limiting to maximum of 15 marks.</p> <p>(b) Limiting to maximum of 5 marks.</p>
5	<p><u>Clause 16.2,1 (b) Detailed marking scheme; Page 36;</u> Request to Kindly consider EIA & EMP studies conducted in canal/ river/ estuary/ sea for Ports and other infrastructure/ development projects in India as well as foreign countries</p>	No change in the clause.
6	<p><u>Clause 16.2, 1 (e) Detailed marking scheme; Page 36;</u> Request to kindly modify the same as “Successful completion of DPR/Feasibility studies/ EIA studies/ Detailed Design in foreign countries”.</p>	No change in the clause
7	<p><u>Form Fin – 3, Page</u> Since this is a lumpsum contract, it is not possible to provide the breakdown into 36 deliverables. We propose to provide the lumpsum fees for the contract along with the Personnel Costs in Form Fin – 4 and Miscellaneous expenses in Form Fin - 5. Kindly confirm.</p>	No change in the clause.

8	Clause 2.13, Section-VI: Terms of Reference (ToR); Page 71; Considering this aspect, we feel that in lieu of Hydrology Expert; a dredging expert is more desirable for the mentioned scope with qualification of bachelor of Civil/ Mechanical Engineering with relevant experience of 15 years of experience.	Changes to key personnel are given in additional points from 68 onwards.
9	Clause 3, TOR, page 75; We request that for the person having additional work experience of 2 years over the minimum 15 years required should be given same weightage as the person with Master’s degree.	No change in the clause
10	Clause 3, TOR, page 75; Request to modify the qualification and experience as “Degree in engineering or management with more than 10 years of experience in port expansion/ development projects” .	PGDM or degree in port management or degree in Engineering or management with more than 10 years experience in port expansion/ development projects
11	Clause 3.0, Page 75; We would like to submit that project is to be executed in Myanmar and thus, NABET/ QCI, as required in India for EIA studies, shall not be a binding. However, if this clause is to make sure that qualified persons are involved in the project, then, it is more relevant to deploy NABET/ QCI accredited ‘EIA Coordinator for Ports and Harbour, with at least 10 years’ experience in EIA & EMP studies for relevant projects. It may be made mandatory to involve firms having NABET Accreditation for Ports and Harbour.	Refer Additional points from 68 onwards.
12	Clause 3, TOR, page 75 Kindly clarify the Master FG degree for the said expert. Since the study focus on the assessment of traffic studies, we request you to kindly modify the qualification to bachelor in engineering and/or with MBA in Finance/ with relevant experience	Certificate of Competency as Master Foreign Going or bachelor degree in Engineering with.....preferred Masters degree in Port management.
13	Clause 3, TOR, page 75 We request you to kindly modify the said expert to Container Handling Expert with qualification of bachelor in Mechanical/ Civil Engineering with 15 years of experience in container equipment and operation	Bachelor’s degree in Engineering or Naval Architectfor 5 to 10 years.
14	Section 7 Standard form of Contract, Clause 7, Page 100 Since the current assignment is the DPR study, there will not be any defect liability. We request you to omit this clause from the standard form of the contract.	Section 7 Standard form of Contract, Clause 9, Page 100 “Defect liability period” clause is deleted.

TECHNOMECH OIL & ENERGY PVT LTD

15	Section III: Datasheet, Clause no 12 JV / Consortium bids are not allowed in this tender. Allowing JV / Consortium bids would increase the competition and would be beneficial to IWAI’s interest. Not allowing JV / Consortium members to bid for the project could result in restricting competition. TECHNOMECH has a strategic partnership with a leading European company who is specialist in design consulting services of Port developments, Containerization and Port modifications.	No Change in the clause.
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	Hence we request you to re-consider and allow the JV / Consortium members to bid in the tender.	
Howe Engineering Projects (India) Pvt. Ltd.		
16	<u>Cl. No. 3.4, page no.-18</u> Since IWAI is seeking one similar work costing not less than Rs. 200 Lakhs, We suggest you to reduce Average Annual Turnover during the last three (03) years ending 31st March of the previous financial year should be at least Rs. 150 Lakhs.	No Change in the clause.
17	<u>Cl. No. 16.2 Technical Evaluation, page no.-37</u> We suggest that Marine Civil engineer can perform the duties of Civil Eng. Subsea Expert. We request to modify accordingly.	No Change in the clause.
18	<u>Cl. No. 2.11, page no.-68 point b)</u> Can we get the details of the newly constructed barges to get a fair idea of amount of work required?	Specific Details can be given on request. Kindly request separately.
19	<u>Cl. No. 2.11, page no.-69 point f)</u> Is X ray facility for container scanning is required? if Yes, whether same is required at both the locations i.e. Sittwe & Paletwa?	Consultant will suggest same after study. No Change in the clause.
20	<u>Cl. No. 2.12, page no.-70 point f)</u> It is assumed that IWAI shall provide the details of local Norms, Rules & regulations to be required for getting EIA and SIA approvals / clearances by complying various applicable Acts from GoM. Please confirm.	No Change in the clause.
21	<u>Cl. No. 2.13, page no.-70 point a)</u> We suggest carrying out of the Hydrography survey shall be kept out of scope of consultant as some local firm/party shall be required to perform same.	No Change in the clause.
22	<u>Cl. No. 2.15, page no.-75 point a)</u> Is model study is to be done by consultant? If yes. Kindly provide us details of Sittwe & Paletwa and all along the sea river.	Suitable changes are reflected in Additional points from 68 onwards.
23	<u>Cl. No. 2.17, page no.-72 point c)</u> Whether development of Dry dock is under consultant's scope	Development of Dry Docking facility is not in the work scope of the Consultant. No Change in the clause.
24	<u>Cl. No. 2.17, page no.-72 point g)</u> We suggest Field survey and investigation to be done by some local party shall be kept out of consultant's scope. Please confirm.	No Change in the clause.
25	<u>Cl. No. 3.0, page no.-75 S. No. 2,3 & 4</u> QCI/NABET is applicable to India only. QCI/NABET does not carry out accreditation of the experts mentioned in TOR. Kindly modify accordingly.	Suitable changes are reflected in Additional points from 68 onwards

26	<p>Cl. No. 4.0 Time Schedule & Deliverables page no.-78 S. No. 6</p> <p>Time given for perform tasks in sr. no. 6 is T+180 is seems to be on lower side, we suggest it to be T+360.</p>	No Change in the clause.
<p>ROYAL HASKONING DHV</p>		
27	<p>Pg. 17, Cl. 3</p> <p>Since the project is out of India, we request you to amend the clause and allow foreign bidders too for fair competition in the favour of the project to hire the best consultant for the job as per the evaluation criteria laid in the RfP.</p> <p>In our opinion, the lead party can be an Indian bidder and subsidiaries of the Group company/ Sub-consultants may be allowed to join as partners on the project, with the lead member acting as main point of contact with the client owning the responsibility of delivering the project requirements. Kindly request you to consider the above in the interest of the project.</p>	<p>No Change in the clause.</p> <p>No Change in the clause.</p>
28	<p>Pg. 18, Cl. 3.2</p> <p>Please note that not all clients around the world issue a completion certificate with all the details specified under this clause in the RfP. Therefore, kindly request you to consider the completion certificate (as is) along with copy of the work order / LoA as per standard industry practice. The consultant may be held responsible for the authenticity of the information provided under the Project Sheet for each of the qualifying project.</p>	No Change in the clause.
29	<p>Pg. 18, Cl. 3.6</p> <p>Kindly request you to consider projects executed by the parent company and its subsidiary companies including subsidiaries outside India. As per standard industry practice, we can provide a ‘parent company undertaking’ for the same specific to this assignment, if need be.</p>	Suitable changes are reflected in Additional points from 68 onwards
30	<p>Pg. 30, Cl. 10.1.4 (b)(i)</p> <p>Please confirm if the bidder can propose the Key Personnel meeting relevant criteria as per RfP from its pool of resources from other subsidiary companies of the bidder’s Group. For example, bidders should be allowed to propose key personnel from Myanmar office or elsewhere, in the benefit of the project. Also, the ‘full time’ criteria might be restricted to the key personnel who will have a key role in liaising with the client and not applied to the complete set of key personnel. Kindly consider.</p>	Suitable changes are reflected in Additional points from 68 onwards
31	<p>Pg. 30, Cl. 10.1.4 (b)(i)</p> <p>Please confirm if the bidder can propose Key Personnel who are associated with the bidder on project to project basis, however will be available full time for this project as per requirement specified in the RfP on exclusive basis. This will mean that the best of available resources in the market to provide their expertise for this project.</p>	Suitable changes are reflected in Additional points from 68 onwards

32	<u>Pg. 36, Cl. 16.2 i-(a) & (b)</u> Please clarify the total marks for the said criteria, if it is 15 or 17; likewise for the EIA/EMP studies. Also, kindly request you to consider DRP/Detailed Engineering projects	Clarification at sl. No. 4 above may be referred.
33	<u>Pg. 36, Cl. 16.2 i-(b)</u> We request you to modify the clause and consider EIA /EMP studies carried out in Inland Waterways/Canals Development projects/ Ports and other infrastructure projects in India as well as foreign countries like Myanmar.	Please refer additional points from 68 onwards for clarification.
34	<u>Pg. 36, Cl. 16.2 i-(e)</u> Kindly request you to modify the clause to “successful completion of DPR/ Detailed Engineering/ Feasibility studies in foreign countries	Please refer additional points from 68 onwards for clarification.
35	<u>Pg. 36, Cl. 16.2 i-(f)</u> Kindly request you to clarify this clause.	No Change in the clause. Contents are clear.
36	<u>Pg. 36, Cl. 16.2 2</u> Quality of Work Plan & Methodology – We request you to consider more points in the interest of the project. Perhaps increase it to 20 marks with some reduction in the technical qualification criteria.	No Change in the clause.
37	<u>Pg. 38, Cl. 16.4.1 (ii)</u> Since the project is of great importance and requires high quality input from consultants, we kindly request you to modify the evaluation criteria with 80% weightage to technical score and 20% weightage to financial score instead of 70:30	No Change in the clause.
38	<u>Pg. 61 – 63 Form Fin – 3 & Pg. 72, Cl. 2.17 (g)</u> Kindly request you to provide the detailed scope of work for all the surveys. This will allow the bidder to price with accuracy and shall also be helpful in the process of evaluation.	Clauses are quite clear about scope of work. No Change in the clause.
39	<u>Pg. 70</u> Please clarify if the Consultant shall carry contractual responsibility for getting all the relevant official project Clearances?	Yes, No Change in the clause.
40	<u>Pg. 75</u> Port Management expert – We request you to modify the qualification criteria to - PGDM or degree in Port management / Degree in Engineering with at least 10 years of experience in port expansion/ development projects/ operations.	Please refer additional points from 68 onwards for clarification.
41	<u>Pg. 75</u> Geology / Soil Expert; Socio–economic Expert; Hydrology Expert – Since the execution of project is outside India, we kindly request you to omit the requirement of QCI/NABET accreditation for the personnel. Rest other education qualification may remain same.	Please refer additional points from 68 onwards for clarification.
42	<u>Pg. 75</u> Traffic Expert – Kindly request you to consider Degree in Engineering with relevant experience	Please refer additional points from 68 onwards for clarification.
43	<u>Pg. 75</u> Shipping development, container equipment expert – We kindly request you to consider Degree in Engineering or equivalent with relevant experience	Please refer additional points from 68 onwards for clarification.

44	<p><u>Pg. 83, Cl. 8.0 (point 7)</u> Payment of 30% of the agreed Lump Sum fee will only be made subject to GoM approvals on EIA/SIA.</p> <p>Kindly request you to limit the scope of the consultant to ‘assisting’ the client in obtaining necessary approvals within the scope of the consultant’s work and therefore, no payment stage should be linked to the subject of getting clearances from Govt. of Myanmar.</p>	No Change in the clause.
45	<p><u>Pg. 42, Data Sheet Point 4</u> Kindly request you to allow 4 weeks’ time for submission of proposal further to receipt of the pre-bid meeting minutes and addenda. This will help us to submit a qualitative and competitive bid.</p>	No Change in the clause.
46	<p><u>Pg. 43, Data Sheet Point 12</u> Kindly request you to allow JV/Consortium/ participation of sub-consultants on the project given the wide scope and list of key personnel required as per RfP. In our opinion, this is in the interest of the project such that we can have the best of people in the team to deliver the project. Please also confirm that the Key Personnel from the partners will be considered too.</p>	No Change in the clause.
47	<p><u>Pg. 100, Cl. 9</u> Defect Liability Clause - Since this is a DPR study, we kindly request you to delete this clause as this is irrelevant. Please confirm.</p>	Please refer additional points from 68 onwards for clarification.
TATA Consulting Engineers Limited		
48	<p><u>Page no. 43, clause no. 11</u> We request you to include works related to Ship repair facilities and Port material handling and review of DPR.</p> <p>Request you to structure the statement as - “Similar works shall include preparation and review of DPR for Ports/ IWT developments, containerization, construction/ modification of Ports, Inland waterways, Ship building and repair facilities, Port material handling.”</p>	No Change in the clause.
49	<p><u>Page no. 80, clause no. 8.1</u> Please reduce the amount of bank guaranty as equal to 100% of the advance sought by the consultant.</p>	No Change in the clause.
50	<p><u>General</u> Same date is provided for e-bid submission & hard copy bid submission.</p> <p>Request you to extend hard copy submission date by 2 weeks after e-portal bid submission.</p>	No Change in the clause.
51	<p><u>Page no. 54, FORM 4F:</u> We request you to remove column “End Date” in form 4F as it will be not applicable for ongoing assignments. Please confirm.</p>	No Change in the clause.
INROS LACKNER CONSULTING ENGINEERS & ARCHITECTS.		
52	<p><u>Page 14, Item 1.6</u> Kindly provide softcopy of DPR prepared by M/s RITES in 2003</p>	Please see additional points from 68 onwards. Some relevant information can be shared on request.

53	<p><u>Page 19, Item 3.911</u> Bidders to provide solvency certificate from bank in India. Kindly indicate if respective certificate / letter of recommendation from reputed bank outside India would be acceptable in case of International bidder.</p>	Tender is for Indian Bidders only. Refer page 9 to 11 and page 17 clause 3.1.
54	<p><u>Page 19, Item 3.912</u> Bidders to provide copy of income tax return (ITR) certificate. Kindly outline procedure / requirements for international bidder working on WHT basis in India. Bidder would be able to provide TDS Certificates provided by its client and / or certificate from its foreign tax department confirming compliance with tax regulations.</p>	Tender is for Indian Bidders only. Refer page 9 to 11 and page 17 clause 3.1
55	<p><u>Page 29, Item 10.1.2</u> Bidders to provide scanned bank account details with cancelled cheque. Kindly outline which document may be provided as a substitute to the cheque, as in many international countries cheques have been removed as a legal mode of payment.</p>	Tender is for Indian Bidders only. Refer page 9 to 11 and page 17 clause 3.1
56	<p><u>Page 62, Sl. No. 29 – 36</u> Kindly confirm that figures to be entered are not to be seen as “optional services”, as page 70, Item 2.12 already clearly demands that Consultant should study new site and prepare detailed designs.</p>	No Change in the clause.
57	<p><u>Page 69, Item e)</u> Kindly clarify which services under “procurement” Consultant should cover. It is assumed that Consultant would not have to procure equipment at its cost, but rather outline the procurement procedure with lead times etc., as the procurement would only be kicked off after approval of the DPR. Please comment / clarify.</p>	<p>Consultant does not have to procure or install any infrastructure.</p> <p>No Change in the clause.</p>
58	<p><u>Page 69, Item j)</u> It is understood that Consultant should outline necessary requirements to comply with ISPS code and should also prepare a general port contingency plan. Please confirm.</p>	Yes. No Change in the clause.
59	<p><u>Page 69, Item k)</u> Scope described under Items a) – j) is well beyond scope to prepare a general Master Plan. Consultant assumes that Client expects Consultant to prepare adequate layout drawings showing upgrades / improvements required to use existing facilities for container handling and that such drawings are referred to as the detailed master plan. Please comment / confirm.</p>	No Change in the clause.
60	<p><u>Page 70, Item 2.12 d)</u> Kindly indicate areas earmarked for future development to allow Consultant assessment of extent of necessary site surveys.</p>	Please refer Annex X and XI
61	<p><u>Page 70, Item 2.12 e)</u> Kindly clarify your understanding of “detailed design”. Shall same be ready for execution i.e. including execution drawings or at preliminary level for e.g. a BOT tender. In addition, kindly clarify the scope you expect under assessment of the “viability” of the proposed facilities.</p>	<p>No Change in the clause.</p> <p>Clause is clear.</p> <p>Please see additional points from 68 onwards.</p>

62	<p><u>Page 71, Item b) & c)</u> Necessity of scope covered under items b) & c) will largely depend on the outcome of the DPR for both port locations i.e. Sittwe & Paletwa. The general scope described in the RfP does not refer to the navigational aspects of the general inland waterway or the outer approach channel. The same should be seen as an independent issue and can only be approached upon knowledge of requirements at Sittwe & Paletwa. Thus the extend and necessary scope is unquantifiable at this stage and would time wise also not at all be able to be covered within the given timeline. Also would the outlined scope require Consultant to make monetary provisions for something which is at present questionable to be performed, thus putting a massive financial burden also onto the Client. To visualize Consultants concern, it may be noted that scope outlined under b) & c) stretches over a distance of at least 150 km inland waterway, where structural assessment of riverbanks can only properly be made if sufficient geotechnical data at regular intervals on both sides of the waterway is available. Kindly review & amend suitably to fit the base scope of assessing feasibility to upgrade Sittwe and Paletwa facilities for container handling.</p>	<p>No Change in the clause. Thorough knowledge of the local area, conditions is required.</p> <p>Please see additional points from 68 onwards.</p>
63	<p><u>Page 72, Item 2.15 a)</u> While topic covers local climatic conditions it also states that Consultant should undertake full model study on siltation along the full river stretch from Sittwe to Paletwa. Please note that for this full hydrographic survey over 150 km is required including riverbed sampling. Such requirement stands in contradiction to Item 2.13, where only project locations of Sittwe and Paletwa are to be considered. Please also review our comment 11) which relates to this subject. Kindly critically review and amend scope suitably.</p>	<p>Please see additional points from 68 onwards.</p>
64	<p><u>Page 72, Item 2.17 c)</u> Kindly clarify the scope to be provided by Consultant against “Dry Docking Facilities”, i.e. to which extend is this item to be elaborated under this study, as same cannot be quantified.</p>	<p>No Change in the clause. Dry Docking facilities are not required to be provided by the Consultant.</p>
65	<p><u>Page 76, Time Line</u> The DPR requires Consultant to undertake various and in depth site studies , traffic forecasting, followed by master planning, detailed designs for infra / superstructures, vessels, EIA/SIA and other services, which largely depend on another, meaning that a certain logical order / sequence has to be followed. Having reviewed the major steps and interrelationship of tasks to be executed Consultant would kindly request to extend the overall time for completion from T+180 to minimum T+360 calendar days, which would exclude unpredictable review periods at various governmental levels, which cannot be of Consultants responsibility, as well as full survey, modeling and structural assessment of 150 km inland waterway, referred to under page 71, Item b) & c). We kindly ask the Client to review the immense scope requested to be provided by the Consultant against the indicated timeline of T+180 and make suitable amendment to allow execution of professional services and a result the Client can properly work with.</p>	<p>No Change in the clause.</p>

66	<p><u>Page 80 - 83, Item 8</u></p> <p>In view of major field / site surveys to be undertaken and detailed studies to be executed, it is observed that payment of only 60% upon submittal of DPR is inadequate.</p> <p>Client may be reminded that in particular approvals through various governmental bodies of GoM lie not in the hands of the Consultant and should therefore not be linked to the payment schedule. In absence of all required clearances through GoM it is a fact that Client would also not accept the DPR under Sl. No. 8 on page 83.</p> <p>Consultant would remain unpaid over 40 % of the contract amount for an unknown period of time, while 95% of services have been provided.</p> <p>In particular, in view of the performance guarantee to be provided by the Consultant, Consultant would expect a more suitable payment schedule which should allow adequate payment of the Consultant against actual value of services provided and which excludes linkages to GoM approvals.</p> <p>A suitable approach may foresee 20% advance, to allow kick-off of intense site surveys and payment of up to 90% upon submission of Draft Final DPR with remaining 10 % due upon incorporation of final comments. Payments should not be linked to any GoM approval, as these lie out of Consultants hands / responsibilities. Be reminded that Consultants performance is always covered by the Performance Guarantee.</p>	No Change in the clause.
67	<p>In view of the various aspects to be considered and the approach end of the year season an adequate extension of time for submittal may be given to January 20th, 2017.</p>	No Change in the clause.

ADDITIONAL POINTS

Sr. No.	Clause No, Page no.	Old Clause	Revised clause
68	Clause 3.9 Page 19	The bidder should have at least done on project outside India.	The bidder or their parent company should have at least done one project outside India.
69	Clause 10.1.4 b (i) page 30	i) The Key Personnel must be permanent and full time employee(s) of the Consultant/Consulting firms.	The Key Personnel must be employee(s) of the Consultant/ Consulting firms or may be appointed for this project on a pay roll by consulting firm/ consultant.
70	Clause 16.2, 1 a page 36	General experience of the Consultant/Consulting firms in preparing DPR for New port infrastructure development, conducting various surveys, analysis, detailed study –three marks will be given for each similar work assignment limiting to maximum of 15 marks.	General experience of the Consultant/Consulting firms in preparing DPR for New port infrastructure development, conducting various surveys, analysis, and detailed study –three marks will be given for each similar work assignment limiting to maximum of 15 marks.
71	Clause 16.2, 1 b page 36	Specific experience of the Consultant/Consulting firms in conducting EIA & EMP studies in Inland Waterways/Canals development projects-1.0 marks for similar work assignment limiting to maximum of 3 marks.	Specific experience of the Consultant/Consulting firms in conducting EIA & EMP studies in Inland Waterways / Canals development projects-1.0 marks for similar work assignment limiting to maximum of 5 marks.
72	Clause 16.2, 1 d page 36	Successful completion of DPR on Containerisation of any port	Score has been revised from 8 to 9
73	Clause 16.2, 3 II page 36	Geology / Soil Expert	Geotechnical / Soil Expert
74	Data Sheet Clause 15 Description column page no 43	Consultancy Period: Full time from the date issuance of LOA.	Consultancy Period: 180 days from the date issuance of LOA.
75	Clause 2.10 page 68	New 3 rd para added after second Para in clause 2.10 page 68	Model studies for shoreline changes Based on the collection of primary and secondary data, the consultants shall set up a flow model for Sittwe site. Carry out sedimentation study, in the existing as well as the proposed dredged areas, to estimate the possible siltation in the channel, manoeuvring and berthing areas at each of the terminal. This study should also identify the areas of erosion and deposition along the shoreline based on the action of waves and currents. Results shall be presented in the form of mathematical model outputs showing sedimentation and erosion rates in the study area as graphs of the shoreline positions in the vicinity of the terminal.
76	Clause 2.12 page	New section added as Clause 2.12 page 70	The consultant can appoint with prior

	70	(g)	approval from PDC third party firm to carry out EIA/SIA studies and to obtain approval from GoM. The Firm conducting the EIA / SIA study shall be a registered Company as per The Myanmar Companies Act in Myanmar (or) as per Indian Companies Act in India for at least 2 years. The firm conducting the EIA / SIA study have stake of either Myanmar or Indian Companies only. The firm conducting the EIA / SIA study shall be listed in the Ministry of Environmental Conservation and Forestry (MOECA) of Union of Republic of Myanmar as third party consultants performing Initial Environmental Examination / Environmental Impact Assessment / Social Impact Assessment (IEE/EIA/EMP).
77	Clause 3.0 no 1 page 75	Project Coordinator cum Team Leader (Full Time input) - Must have Bachelor's Degree in Civil / Mechanical Engineering with experience in Coordinating for Ports & Harbour expansion project (s) OR IWT Projects with at least 15 years' experience in the field. Familiarity with Containerisation also desirable Master's Degree preferable.	Project Coordinator cum Team Leader (Full Time input) - Must have Bachelor's Degree in Civil / Mechanical Engineering with experience in Coordinating for Ports & Harbour expansion project (s) OR IWT Projects with at least 15 years' experience in the field. Familiarity with Containerisation also desirable Master's Degree preferable. He should have led the study teams for minimum one Eligible Assignment.
78	Clause 3.0 no 2 page 75	Geology / Soil Expert (Intermittent basis input for maximum period of 4 months):- Must be a QCI/NABET Accredited for Category "A" Expert or Masters in Geology or related courses with at least 10 years' experience of providing required inputs in preparation of EIA & EMP reports.	Geotechnical / Soil Expert or Master Degree in Geology or Civil Engineering 10 years with at least 10 years' experience of providing required inputs in preparation of EIA & EMP reports. (Intermittent basis input for maximum period of 4 months):-
79	Clause 3.0 no 3 page 75	Socio-economic Expert (Intermittent basis input for maximum period of 3 months):- Must be a QCI/NABET Accredited for Category "A" Expert or Degree in Sociology /MSW/Economics with at least 10 years' experience of conducting socio-economic survey.	Socio-economic Expert (Intermittent basis input for maximum period of 3 months) Degree in Sociology /MSW/ Economics with at least 10 years' experience of conducting socio-economic survey.
80	Clause 3.0 no 4 page 75	Hydrology Expert (Intermittent basis input for maximum period of 5 months):- Must be a QCI/NABET Accredited for	Hydrographic Expert or dredging Expert (Intermittent basis input for maximum period of 5 months):-

		Category “A” Expert or B.E./B. Tech (Civil), M.Tech (Civil) with specialization in Hydrology with at least 10 years’ experience of providing required inputs in preparation of EIA & EMP reports.	B.E./B. Tech (Civil), M.Tech (Civil) with specialization in Hydrology / Dredging with at least 10 years’ experience of providing required inputs in preparation of EIA & EMP reports.
81	Clause 3.0 no 5 page 75	Port Management expert: PGDM or degree in Port management with at least 10 years of experience in port expansion/ development projects/ operations.	Port Management expert: Masters degree / Degrees in Engineering with PGDM or degree in Port management with at least 10 years of experience in port expansion/ development projects/ operations.
82	Clause 3.0 no 7 page 75	Shipping development, Traffic expert: Master FG / Extra Master with ports development projects experience 10 years preferred Masters Degree in Port Management.	Shipping development, Traffic expert: Certificate of Competency as Master Foreign Going or D egree in Engg., or Mathematics or Economics or MBA (Finance/ logistics) with ports development projects experience 10 years preferred Masters Degree in Port Management.
83	Clause 3.0 no 8 page 75	Shipping development, container equipment expert: First class Marine Engineer or Extra Chief/ Naval Architect with experience in port development projects for 5-10 years Bachelor Degree in Engineering	Shipping development, container equipment expert: First class Marine Engineer / Naval Architect / Bachelor Degree in Engineering with experience in port development projects for 5-10 years.
84	Clause 7.0 b Page 79	IPGPL/IWAI/MEA shall provide copy of first DPR report prepared by RITES in 2003, only for taking reference during the study.	IPGPL/IWAI/MEA shall provide specific relevant information, on request from bidders, from DPR report prepared by RITES in 2003, only for taking reference during the study.
85	Clause 9 page no 100	Defect Liability Period: The consultant shall keep IWAI indemnified against all claims arising out of this contract but not settled within this period. The consultant shall settle all pending claims within this period. Defect Liability period shall be 6 months beyond the contract period or after the submission of last deliverable as defined in clause 4.0 of ToR, whichever is earlier.	Clause deleted.
86	Clause 2.23 page no 74	The Consultant has to prepare draft tender documents for construction, modification of container terminal, tender for procurement of equipments, stores, tender for building new vessels / barges, etc. at Sittwe and Paletwa and same to be submitted along with the Final DPR.	The Consultant has to prepare a draft tender documents for construction, modification of container terminal for procurement of equipments, stores, building new vessels / barges, etc. at Sittwe and Paletwa on EPC basis complete and same to be submitted along with the Final DPR.