

**Response to Queries of Pre-bid meeting held on 25.02.2022 at 15:00 Hrs for the tender for Appointment of Consultant for Providing Project Management Consultancy Services for Port & IWT Components of KMTT Project in Myanmar**

<b>Sl. No</b>	<b>Clause No./ Page No</b>	<b>Description as per RFP</b>	<b>Query/ Request</b>	<b>Reply</b>
1.	Clause 6.9 of Page No 16 of 114	Bids by Joint venture / consortium is not allowed	It is requested to allow JV in the project.	Tender condition prevail.
2.	Clause 16.1-Minimum Qualification Criteria on Page 27 of 114	<p>The Bidder should have successfully completed “Similar Works” in previous 7 years (2015-2021) 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 Project Cost or</p> <p>b) 2 similar completed services each costing not less than the amount equal to 50% of Project Cost or</p> <p>c) 1 similar completed service costing not less than the amount equal to 80% of Project Cost.</p> <p>For this purpose, “Similar Works” means “Carrying out Project Management Consultancy (PMC) services for Construction of IWT terminal facilities which include construction of port jetty, site grading, buildings, roads, dredging works and other allied services including Hydrographic Survey in rivers, sea, lakes, backwaters, ports &amp; inland waterways or</p>	In the given criteria is requested to Define Project Cost.	Estimated project cost of PMC for Kaladan work will be INR 12.10 cr. (Inclusive of GST)

		in any waterway projects using Dredgers” or in any project involving Port/Jetty operations		
3.	Data Sheet Page 34 of 114	Bank Solvency: 4.84 crore All bidders shall submit bank solvency certificate from a nationalized / scheduled bank in India for an amount as mentioned in Section - III: Data Sheet. The solvency certificate submitted by the bidder shall not be older than one (01) year from the Bid Submission Last Date. In case bidder does not adhere to this criterion, his bids shall be considered nonresponsive and shall not be considered for further evaluation process	It is requested to accept Bank Solvency Certificate from foreign banks also.	Not Accepted. Tender condition prevails.
4.	General Queries		We understand that in the tender proposal. Experience/Credentials/References of Parent/Sister company are also acceptable with their consent.	Tender condition prevail.
5.	General Queries		Kindly confirm that the work done in past for the private clients / MNC Group / EPC companies supported by Work completion/Invoice and Payment receipt with TDS certificate as payment proof shall be acceptable	Tender condition prevail.
6.	General Queries		It is requested to share the prebid meeting link on email id <a href="mailto:rohit.kumar@rina.org">rohit.kumar@rina.org</a>	Link shared.

7.	Section-II: Instructions to Bidders (ITB) Clause 6.1 Page. No. 13 of RFP Document	Earnest Money Deposit	We request IWAI to accept Bid security Declaration in lieu of EMD as per notice issued by Ministry of Finance vide letter No. F.9/4/2020-PPD (Attached for ready reference)	Tender condition prevails.
8.	Section-II: Instructions to Bidders (ITB) Clause 6.9 Page. No. 16 of RFP Document	Joint Venture / Consortium	We request IWAI to accept participation through Joint venture / Consortium.	Please refer query at sl no. 1
9.	Section-II: Instructions to Bidders (ITB) Clause 16.1 Page. No. 27 of RFP Document	Similar Works	We request IWAI to accept Project Management Consultancy (PMC) services carried out for other infrastructure works such as Bridges/Roads/Railways/ Industrial parks etc., under Similar Works.	Only relevant experience considered. Tender condition prevail.
10.	Section-II: Instructions to Bidders (ITB) Clause 16.1 Page. No. 27 of RFP Document	Project Cost	We request IWAI to furnish the value of "Project Cost" specified under qualification criteria for consultancy services.	Please refer query at sl. no. above..
11.	Section-VII: Standard Forms of Contract/General Conditions of Contract Clause 6 Page. No. 89 of RFP Document	Security Deposit	We request IWAI to remove the requirement of security deposit, as the successful bidder will submit a performance bank guarantee for 3% of the contract value.	Not Accepted. Tender condition prevail.
12.	Notice Inviting E-Tender Clause b) Page No.7 of RFP Document	Bid Submission Deadline	We request IWAI to extend the bid submission deadline by further two weeks.	Tender condition prevail.

13.	Clause. No. 7 of Data Sheet	EMD INR 24,20,000/- Note: For exchange rate, the rate applicable on the date of submission of bid as published by Reserve Bank of India shall be considered	As per MSME Act, if a Company is registered under MSME, while making application for Government Tender, bidder is exempted from Tender Fee, EMD. In line with the above, kindly grant an exemption from EMD for those bidders who have valid MSME Registration Certificate.	Please refer clause 6.1 of ITB
14.	Clause. No. 12 of Data Sheet	JV / Consortium allowed Not Allowed	Kindly Clarify the JV is allowed or not. We request the authority to allow consortium/JV to enhance the quality of deliverables	Not Accepted. Tender condition prevail.
15.	Clause. No. 5 of Data Sheet	A pre-Bid meeting will be held on Date : 25.02.2022 Time : 15:00hrs Venue: Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida201301	We request you kindly arrange the pre bid meeting through Video conference so that more participants will be participate the pre bid meeting. Please share the VC link on – <a href="mailto:tenders@axykno.com">tenders@axykno.com</a>	Please refer sl. No. 6.
16.	Page no 13 Section 6.1 Clause 6.1.1	EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS in the following account	Request to allow submission of EMD in form of BG	Tender condition prevails.
17.	Page no 27 Section 16 Clause 16.1.1	Qualification Criteria & Bid Evaluation The Bidder should have successfully completed “Similar Works” in previous 7 years (2015-2021) before the last date of the Bid submission as per the criteria specified below: a) 3 similar completed	Request to Provide the Project Cost as it is not mentioned & also request to consider ongoing works with more than 85% Physical progress complete	Please refer query at sl. No. 2. It is to clarify that only ongoing completed works with more than 85% Physical progress will be considered subject to completion certificate in this regard.

		services each costing not less than the amount equal to 40% of Project Cost or b) 2 similar completed services each costing not less than the amount equal to 50% of Project Cost or c) 1 similar completed service costing not less than the amount equal to 80% of Project Cost.		
18.	Page no 27 Section 16 Clause 16.1.1	Qualification Criteria & Bid Evaluation For this purpose, "Similar Works" means "Carrying out Project Management Consultancy (PMC) services for Construction of IWT terminal facilities which include construction of port jetty, site grading, buildings, roads, dredging works and other allied services including Hydrographic Survey in rivers, sea, lakes, backwaters, ports & inland waterways or in any waterway projects using Dredgers" or in any project involving Port/Jetty operations;	In addition to projects mentioned in Clause 16.1.1, We Request to consider projects relating various other activities in Ports such as Parking Plaza, Townships etc. Also consider other Infrastructure projects like Bridges/Institutional Buildings etc	Not Accepted. Tender condition prevail.
19.	Page 16 Clause 6.9	Bids by Joint venture / consortium is not allowed	Request to allow Joint Venture	Not Accepted. Tender condition prevail.
20.	Page no 34 Data Sheet Clause no 4	Date & time for submission of Bid Address for submission of hard copy of payment instruments (Tender Fee & EMD)	Request to extend date of submission by at least 15 days from current date of submission	The last date for submission of bid is here by extended till 24.03.2022.
21.	Page no 25 Section 10 Clause 10.4	In case there is difference in submission made by the Bidder, online and in the submission made in hard copies, the online submission shall prevail over hard	Request you to clarify if Hard Copy of Technical and Financial proposal is to be submitted or only hard copy of original document of	Hard copy is not required.

		copy submission and the same shall be considered for evaluation.	Bid Security/EMD is to be Submitted	
22.	SECTION – II: INSTRUCTIONS TO BIDDERS (ITB) 6.3 Bank Solvency (Page 14 of 114)	All bidders shall submit bank solvency certificate from a nationalized / scheduled bank in India for an amount as mentioned in Section - III: Data Sheet.	Kindly exempt Micro, Small and Medium Enterprises (MSMEs) from submitting bank solvency certificate.	Not Accepted. Tender condition prevail.
23.	Section II: Instructions to Bidders (ITB) 6.9 About JV/Consortium	Bids by Joint venture / consortium is not allowed	We request JV/Consortium be allowed.	Not Accepted. Tender condition prevail.
24.	Section VI: Terms of Reference 12.0 (e) – Payment terms	If any person of PMC is on continuous leave exceeding 3 days, suitable substitute person shall be arranged for the leave period.	Request you to kindly consider the leave period of more than 10 days	Tender condition prevail.
25.	SECTION – II: INSTRUCTIONS TO BIDDERS (ITB) 16.1 Minimum Qualification Criteria (Page 27 of 114)	16.1.1 Qualification criteria for consultancy services The Bidder should have successfully completed “Similar Works” in previous 7 years ( 2015-2021) 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 Project Cost or b) 2 similar completed services each costing not less than the amount equal to 50% of Project Cost or c) 1 similar completed service costing not less than the amount equal to 80% of Project Cost.	What is the cost of the Project?	Please refer sl. No. 2.
26.	SECTION – II: INSTRUCTIONS TO BIDDERS (ITB) 16.1 Minimum Qualification Criteria (Page 27 of 114)	16.1.1 Qualification criteria for consultancy services “Similar Works” means “Carrying out Project Management Consultancy (PMC) services for Construction of IWT terminal facilities which include construction of port jetty, site grading, buildings, roads, dredging works and other allied services including Hydrographic Survey in rivers, sea, lakes, backwaters, ports & inland	Request to kindly change as follows: “Similar Works” means “Carrying out Project Management Consultancy (PMC) services for Construction of Ports and Harbours (Marine)/ IWT terminal facilities which include construction of port jetty, site grading, buildings, roads, dredging works and other allied	Not Accepted. Tender condition prevail.

		waterways or in any waterway projects using Dredgers” or in any project involving Port/Jetty operations.	services including Hydrographic Survey in rivers, sea, lakes, backwaters, ports & inland waterways or in any waterway projects using Dredgers” or in any project involving Port/Jetty operations.”	
27.	SECTION – II: INSTRUCTIONS TO BIDDERS (ITB) 16.1 Minimum Qualification Criteria (Page 27 of 114)	16.1.2 Qualification Criteria for Average annual turnover for last 3 financial years i.e., 2018-19, 2019-20 and 2020-21 At least INR 12.10 Crore to qualify for this work	Request to kindly reduce the average annual turnover for last 3 financial years to INR 5 Crore for Micro, Small and Medium Enterprises (MSMEs).	Tender condition prevail.
28.	Section – II: INSTRUCTIONS TO BIDDERS (ITB) 17.2 Security Deposit and Bank Guarantee (Page 31 of 114)	5% of the contract value including EMD	Kindly consider 2.5% instead of 5% off for this clause for Micro, Small and Medium Enterprises (MSME)	Not Accepted. Tender condition prevail.
29.	Section III: Data Sheet (Page 35 of 114)	Performance Security	Kindly waive off the performance security for Micro, Small and Medium Enterprises (MSME)	Tender condition prevail.
30.	Bid submission Last Date (Page 7 of 114)	15.03.2022 upto 15:00hrs	Kindly extend the bid submission date by 2 weeks to 31st March 2022	Please refer query at sl no. 20.
31.	Section VI : Terms of Reference, Clause 2.0 (Page 60 of 114) Project Component		Kindly provide details of the present project component and its measurements with a marked up General Arrangement drawing	Please refer ToR
32.	SECTION – II: ITB, Clause 6, Sub-clause No. 6.9 – Bid by JV/Consortium Page No. 16	Bids by Joint venture / consortium is not allowed	Since this is a 36 months duration assignment in Myanmar, it should always better to have other consortium member to complement each other with joint and several liability. Hence, we request authority to kindly allow JV/Consortium for the participation	Not Accepted. Tender condition prevail.

			of bidders in the assignment. It will also enhance the no. of competitiveness with technically and financially sound bids. Please confirm.																
33.	SECTION – II: ITB, Clause 3, Sub-clause No.3.6 - Bidder Eligibility Criteria Page No. 11	The “Similar Work” experience of parent company / subsidiary / sister Company of the Bidder shall not be considered	We request to kindly allow the similar work experience of parent company / subsidiary / sister Company in case of bidder complied all the financial criteria on its own capacity. Please confirm.	Not Accepted. Tender condition prevail.															
34.	SECTION – II: ITB, Clause 16, Sub-clause No. 16.1.1 Page No. 27	Qualification criteria for consultancy services a) 3 similar completed services each costing not less than the amount equal to 40% of Project Cost or b) 2 similar completed services each costing not less than the amount equal to 50% of Project Cost or c) 1 similar completed service costing not less than the amount equal to 80% of Project Cost.	Since qualification criteria is linked with project cost and we have not found the project cost reference anywhere in the RFP document. Hence we request authority to provide the project cost. Please clarify.	Please refer query at sl. no. 2.															
35.	SECTION – II: Technical evaluation and detailed marking criteria ITB, Clause 16, Subclause No. 16.2 Page No. 28	Technical Evaluation The points earmarked for evaluation of Technical Bids would be as follows: <table border="1" data-bbox="658 1034 1200 1342"> <thead> <tr> <th>Sl. No.</th> <th>Description</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Average Annual Turnover of the Bidder</td> <td>25</td> </tr> </tbody> </table>	Sl. No.	Description	Points	1.	Average Annual Turnover of the Bidder	25	There are mismatch in marks allocated in the summary table and in table for detailed marking criteria. Please clarify.	<b>Technical evaluation table 16.2.1 for maximum points to be read as follows :</b> <table border="1" data-bbox="1693 1043 2154 1321"> <thead> <tr> <th>Sl No</th> <th>Description</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Average Annual Turnover of the Bidder</td> <td>20</td> </tr> <tr> <td>2.</td> <td>Consultants relevant experience for the assignment</td> <td>25</td> </tr> </tbody> </table>	Sl No	Description	Points	1.	Average Annual Turnover of the Bidder	20	2.	Consultants relevant experience for the assignment	25
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		2. Consultants relevant experience for the assignment	20		3. The quality of Approach & Methodology proposed in line with the TOR	10
		3. The quality of Approach & Methodology proposed in line with the TOR	15		4. The qualification of the key experts / professionals proposed	45
		4. The qualification of the key experts / professionals proposed	40			
36.	Section - III: ITB Clause 6.1 Page No. 13	All Bidders shall furnish EMD of the amount as mentioned in Section III 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 of Industrial Policy & Promotion (DIPP) are exempt from submitting the EMD on submission of documents to the extent as per the Government of India rules. EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS in the following account:	In compliance with the Ministry of Finance Office Memorandum bearing Reference F.9/4/2020-PPD dated 12.11.2020 and Office Memorandum bearing reference DPE/7/(4)/2017-Fin(Part-I) dated 19.11.2020 issued by Department of Public Enterprises, It is requested to allow accept bid security declaration. Otherwise please consider EMD in the form of Bank Guarantee. Please confirm.	Please refer query at sl. no.7.		
37.	Section - III: Data Sheet, Clause No. 19, Page No. 35  Clause 6.1 “For All Bidders except MSME Registered Firms” at Page-89 of 114	The successful bidders’ EMD will be converted in to 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 as per the details mentioned in Clause 6.1.1 of ITB. Bank guarantee will not be accepted as security deposit. The bidder shall also deposit an amount equal to 3% of the awarded value of the work as performance guarantee (PG) in the form of	As per standard industry practice, the security deposit should be including performance security. Therefore we request authority to consider security deposit 5% of the contract value which includes the performance security of 3% in the form bank guarantee. Please confirm.	Tender condition prevail.		

		irrevocable bank guarantee/ FDR (to be pledged in the name of Inland Waterways Authority of India) from nationalized / schedule bank in		
38.	Clause 1.7, Pg 60 of 114, Section-VI, Brief History and information on Present Infrastructure and operations	The work of construction of port and IWT components was awarded to M/s ESSAR Projects (I) Ltd (EPIL) on 14th May 2010. The awarded work is completed.	Please clarify the balance of the works and the contractor for the balance works.	Repair and restoration work in progress.
39.	Clause 2.2, Section-VI, Pg 61 of 114	The PMC shall be responsible for day to day management of works, quality assurance and control, safety management and supervision services including review of Engineering Design and managing day to day works at site / installation of all the works along with associated works as outlined in this tender document.	Please clarify the status of Engineering designs by the EPC Contractor. What are the components of works remaining as part of Engineering design by contractor?	Repair and restoration work in progress.
40.	Clause 4.2.1 (i), Section-VI, Pg 62 of 114	Acquaint with all the work done, reports / documents prepared for this project by Employer or Employers reputed Consultants or Contractors Documents i.e. Review existing reports / documents prepared for this project prior to commencement of work of supervision at site.	Please clarify the percentage of work completed in each package of works.	Repair and restoration work in progress.
41.	Clause 4.2.1 (iii), Section-VI, Pg 62 of 114	Review the work done and expenditure incurred prior to commencement of work of supervision at site e.g. implementation and completion reports and document them on soft and hard media, for ready reckoning for future recourse.	Please confirm that the Monthly Progress Reports and RA bills upto the completion of the project are available and provided to the successful bidder.	Repair and restoration work in progress.
42.	Clause 6, SectionVI, Pg 68 of 114	The assignment shall be for a duration of 36 months reckoned from the notice to proceed for work and extendable for another 24 months on yearly basis subject to project requirement and satisfactory performance of the PMC.	In case of extension, please consider escalation of the manpower cost based on CPI index for the manpower deployed during extended period of project.	Please refer clause 6 & 12 of ToR.

43.	SECTION –VI: Terms of Reference (ToR) Clause 10 Page No. 69 to 70	<table border="1"> <thead> <tr> <th colspan="3">QUALIFICATION &amp; EXPERIENCE OF KEY PERSONNEL</th> </tr> <tr> <th>Sl. No.</th> <th>Key Personnel</th> <th>Educational Qualification</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Project Manager</td> <td>B. Tech in Civil Engineering and Masters in project Planning and Management will be preferred. Work Experience of 15 years out of which at least 5 years in the same capacity and similar work i.e execution of port construction and allied activities of comparable characteristics is required.</td> </tr> </tbody> </table>	QUALIFICATION & EXPERIENCE OF KEY PERSONNEL			Sl. No.	Key Personnel	Educational Qualification	1	Project Manager	B. Tech in Civil Engineering and Masters in project Planning and Management will be preferred. Work Experience of 15 years out of which at least 5 years in the same capacity and similar work i.e execution of port construction and allied activities of comparable characteristics is required.	<p>We request you to kindly consider the following for qualification and experience of Key Personnel</p> <table border="1"> <thead> <tr> <th>Sl. No</th> <th>Key Personnel</th> <th>Educational Qualification</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Project Manager</td> <td>BE Civil and master's in civil/structural Engineering or other relevant field i.e Master in Construction Management/ MBA/ PGDM. Work Experience of 15 years out of which at least 5 years in the same capacity and similar work i.e. execution of port construction and allied activities of comparable characteristics is required.</td> </tr> </tbody> </table>	Sl. No	Key Personnel	Educational Qualification	1	Project Manager	BE Civil and master's in civil/structural Engineering or other relevant field i.e Master in Construction Management/ MBA/ PGDM. Work Experience of 15 years out of which at least 5 years in the same capacity and similar work i.e. execution of port construction and allied activities of comparable characteristics is required.	Not Accepted. Tender condition prevail.
QUALIFICATION & EXPERIENCE OF KEY PERSONNEL																			
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1	Project Manager	BE Civil and master's in civil/structural Engineering or other relevant field i.e Master in Construction Management/ MBA/ PGDM. Work Experience of 15 years out of which at least 5 years in the same capacity and similar work i.e. execution of port construction and allied activities of comparable characteristics is required.																	
44.	SECTION - VII: Standard Forms of Contract / General	In any such case as may have arisen due to any of the events, as aforesaid, and which may have	It is submitted that during the period of inability to perform the Services	Not Accepted. Tender condition prevail.															

	Conditions of Contract Clause 2, sub-clause 2.6.3 Page No. 83	been brought out by the Consultant in writing, the Employers representative may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension.	as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by the Consultant during such period for the purposes of the Services and in reactivating the Services after the end of such period.	
45.	SECTION - VII: Standard Forms of Contract / General Conditions of Contract Clause 2, sub-clause 2.7.4 (b) Page No. 85	If the Contract is terminated pursuant to Clause 2.7.2.....effective date of termination worked out in proportion to the consultancy period stated in the contract, less advance payments,.....	It is submitted that in addition to the remuneration for the services satisfactorily performed, the Consultant should also be paid all documented incidental expenses including cost of demobilization and return travel of its personnel. Additionally, the Consultant also requests to be paid some compensation say equal to 10 % of the balance services left to be performed, which under the normal circumstances the Consultant would have performed and earned the corresponding remuneration had the Client not terminated the contract for its convenience	Not Accepted. Tender condition prevail.
46.	SECTION - VII: Standard Forms of Contract / General Conditions of Contract Clause 4, sub-clause 4.1 Page No. 88	In case Consultant engages in such activity i.e. replacement of Key Personnel with or without Employers' prior consent, shall attract a deduction of 10% of remuneration of the replaced personnel for the remaining period	From the bare reading of this provision, it seems that replacement of Key Personnel is permitted if it is done with prior written consent of the Employer. Please confirm. If yes, it is requested to delete this word "with" from here. From the bare reading of this provision, it	Not Accepted. Tender condition prevail.

			seems that replacement of Key Personnel is permitted if it is done with prior written consent of the Employer. Please confirm. If yes, it is requested to delete this word "with" from here. Further, it is submitted that if the replacement is with the prior written consent of the Employer, it should not be subject to any deduction. Any deduction should apply when the replacement is made without the prior written consent of the Employer. Even when the prior written consent is not sought, the deduction is requested to apply as follows: 5% of remuneration of the replaced personnel for remaining period of the contract; and 7% of remuneration of the replaced personnel for remaining period of the contract and so on as then it would act as a deterrent.	
47.	SECTION - VII: Standard Forms of Contract / General Conditions of Contract Clause 4, sub-clause 4.4 Page No. 89	Liquidated Damages and not as penalty, @ 1% of the accepted monthly remuneration rate per day of delay subject to a maximum of 10% of the total value of the Contract.	It is requested that the overall cap of liquidated damages may be reduced to 5% as the present cap of 10% is too high.	Not Accepted. Tender condition prevail.
48.	SECTION - VII: Standard Forms of Contract / General Conditions of Contract Clause 8 Page No. 91	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.	Please confirm if the panel would contain the names of independent arbitrators not in any way linked to IWAI whether in the past or at the time of the initiation of arbitration proceedings. Else, it is suggested	Not Accepted. Tender condition prevail.

			that both parties appoint one arbitrator each and two arbitrators so appointed agree for the third/presiding arbitrator, that is, it should be three arbitrator tribunal in the interest of fair play and adhering to the principle of natural justice.	
49.	SECTION - VII: Standard Forms of Contract / General Conditions of Contract Clause 10, Subclause 10.2 Page No. 93	This limitation of liability shall not affect the Consultants' liability, if any, for damage to third parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the services	It is suggested to cap this liability to twice the contract value instead of leaving it uncapped.	Tender condition prevails.
50.	Notice Inviting E-Tender Page 7 of 114	b) Critical Data Sheet Bid Submission Last Date : 15.03.2022 up to 15:00 hrs	May request IWAI to extend the bid submission date for minimum of 15 days from present date of bid submission	Please refer query at sl no. 20.
51.	Section – II : Instructions to Bidders (ITB) Page 11 of 114	<b>3. Bidder Eligibility Criteria</b> 3.6 The “Similar Work” experience of parent company / subsidiary / sister Company of the Bidder shall not be considered.	May request IWAI to allow “Indian companies to use their Parent / Group company credentials for fulfilling the relevant experience as mentioned in clause 16.1.1 of ITB on page 27 of 114 of the RFP, without the parent /group company being a part of the JV. Please consider.	Tender condition prevail.
52.	Section – II : Instructions to Bidders (ITB) Page 15 of 114	<b>6.4 Taxes</b> The Bidders shall fully familiarize themselves with the applicability of all types of taxes (applicable on the jurisdiction of work place as well as consultant by local government) and all such taxes, as prevailing on date of submission of the bid,	May request IWAI to provide the details of local taxes and charges envisaged to be applicable on the Consultant in this project.	Tender condition prevail.

		must be included by the Bidder in the Financial Proposal along with the conditions mentioned therein		
53.	Section – II Instructions To Bidders (ITB), 6.9, Page 16 of 114, & Clause 12 of Data Sheet, Page 35 of 114	<b>Bids by Joint venture / consortium is not allowed</b>	May request IWAI to allow Joint venture/ consortium, as very limited no. of IWT projects developed in India.	Not Accepted. Tender condition prevail.
54.	Section – II : Instructions to Bidders (ITB) Page 23 of 114	<b>10.1.4 Enclosure – IV</b> (i) All key Personnel must be in-house / permanent staff or full time employees of the consulting organization.	May request IWAI to kindly allow bidder to propose external candidates as proposed team. Subsequent to selection of bidder, the proposed external candidates will be employed as full time employee by the consulting organization.	Tender condition prevail.
55.	Section – II : Instructions to Bidders (ITB) Page 23 of 114	<b>10.1.4 Enclosure – IV</b> (viii) No Key Personnel involved should have attained the age of 55 (fifty five) years at the time of submitting the Bid.	May request IWAI to kindly extend the maximum age limit for Key Personnel from 55 (Fifty Five) years to 70 (Seventy) years minimum.	Not Accepted. Tender condition prevail.
56.	Clause 10.1.4, Page 23 of RFP.	<b>10.1.4 Enclosure – IV</b> b(vi)..... experience certificates	“Experience certificate also need to be submitted”. May request IWAI to delete this clause.	Not Accepted. Tender condition prevail.
57.	Section – II : Instructions to Bidders (ITB) Page 24 of 114	<b>10.2 Cover-II: Financial Bid</b> (a) The consultants will have to make their own arrangements for the residential / office accommodation or any other facilities at site	May request IWAI to kindly provide space including potable water and electricity facilities at site for setting up of PMC site office.	Not Accepted. Tender condition prevail.

58.	Section – II : Instructions to Bidders (ITB) Page 24 of 114	<b>10.2. Cover-II: Financial Bid</b> (b) Even after satisfactory submission of all above information / reports /NOCs and permissions from the concerned Statutory bodies, if any unforeseen environmental and social issues are raised by any Government and Non-Government Organization, or local people or parties, the consulting firm shall resolve such issues to the complete satisfaction of IWAI.	PMC shall not be responsible to any unforeseen issues raised Non-Government Organization, or local people or parties even after satisfactory submission of all above information / reports / NOCs and permissions from the concerned Statutory bodies. May request IWAI to kindly delete this clause.	Not Accepted. Tender condition prevail.
59.	Section – II: Instructions to Bidders (ITB) Page 24 of 114	<b>10.2 Cover-II: Financial Bid</b> (c) All duties, taxes including those payable in Bangladesh, royalties and other levies payable by the Bidder under the Contract. The Bidder has to submit the breakup cost of work and taxation in support of the financial bid	May request IWAI to correct the name of country. May request IWAI to provide the details of local taxes and charges envisaged to be applicable on the Consultant in this project.	The same is to be read as Myanmar.
60.	Section – II: Instructions to Bidders (ITB) Page 24 of 114	<b>10.2 Cover-II: Financial Bid</b> (c) All duties, taxes including those payable in Bangladesh, royalties and other levies payable by the Bidder under the Contract.	May request IWAI to correct the name of country.	The same is to be read as Myanmar.
61.	Section – II: Instructions to Bidders (ITB) Page 27 of 114	<b>16.1.1 Qualification criteria for consultancy services</b> The Bidder should have successfully completed “Similar Works” in previous 7 years ( 2015-2021)	May request IWAI to kindly consider ongoing projects also in Qualification criteria.	Tender condition prevails.
62.	Section – II: Instructions to Bidders (ITB) Page 27 of 114	<b>16.1.1 Qualification criteria for consultancy services</b> For this purpose, “Similar Works” means “Carrying out Project Management Consultancy (PMC) services for	We understand that KMTT project involves construction of varied civil structures like piles, jetty, banks, buildings, roads etc. Accordingly, may request IWAI	Not Accepted. Tender condition prevail.



		Construction of IWT terminal facilities which include construction of port jetty, site grading, buildings, roads, dredging works and other allied services including Hydrographic Survey in rivers, sea, lakes, backwaters, ports & inland waterways or in any waterway projects using Dredgers” or in any project involving Port/Jetty operations;	to consider PMC services for construction of Roads, Bridges, Building and other major infrastructure sector projects also in Similar works category.	
63.	Clause 16.1.1, page 27 of RFP	<b>Qualification criteria for consultancy services</b>	Point a,b &c; May request IWAI to provide the project cost.	Please refer query at sl. no. 2.
64.	Section – II: Instructions to Bidders (ITB) Page 28 of 114	<b>16.2 Technical Evaluation</b>	May request IWAI to kindly confirm the distribution of maximum points earmarked in technical evaluation criteria’s.	Please refer query at sl. No. 35
65.	Section – IV: Technical Bid Standard Forms Page 48 of 114	<b>FORM 4F: List of Ongoing Assignments</b>	We understand that in this Form 4F, Bidder need to provide detail of ongoing assignments of proposed Key Experts.	Please refer clause 10.1.3 page 11 of 114.
66.	Section – V: Financial Bid Standard Forms Page 56 of 114	<b>Form Fin – 3: Consultancy Fees</b> 1. Key Resource <sup>4</sup> (as required) <sup>4</sup> Number of Manpower may increase / decrease depending upon the number of dredgers and working hours at site or as instructed by the Engineer-in Charge. The PMC shall be paid man-month rate based on actual deployment depending upon the site conditions or as instructed by the EIC as and when required.	May request IWAI to kindly confirm the actual number of Manpower required for PMC services. In case the same cannot be ascertained at this stage of project, provision to be made by IWAI for providing adequate compensation for loss in remunerations caused by decrease of manpower by IWAI, in contrast to the PMC contract agreement.	Tender condition prevail.

67.	Section – VI: Terms of Reference (ToR) Page 60 & 62 of 114	<p><b>1.7 Brief History and information on Present Infrastructure and operations:</b> The work of construction of port and IWT components was awarded to M/s ESSAR Projects (I) Ltd (EPIL) on 14th May 2010. The awarded work is completed.</p> <p><b>4.0 Scope of PMC Services</b> The Project Contains Operation and Maintenance of Port &amp; IWT terminal, Fairway, port access channel between Siitwe and Paletwa.</p>	<p>We understand that the PMC services is envisaged for construction period, project handing over to IWAI and Operation and maintenance period in 36-months project duration.</p> <p>We also understand the KMTT project is in advanced stage of completion and hence, may request IWAI to kindly provide detail and present status of works in this assignment and activities to be undertaken in KMTT project for which the PMC services are envisaged. Kindly confirm.</p>	Repair and restoration work in progress.
68.	Section – VI: Terms of Reference (ToR) Page 62 of 114	<p>2.2 The PMC shall be a well-equipped and qualified firm to provide consultancy services in particular the works for engineering and execution, contract management; environmental and social (impact) management, works dispute resolution, overall project....</p> <p><b>3.0 Objectives of the PMC services</b></p> <p>3.3.2 Contract management and Administration Services</p> <p>3.3.4 Ensuring Compliance to Quality and Safety parameters for Project</p>	<p>In view of the services required to be provided in PMC scope of works as per ToR, may request IWAI to add following experts in the list of required Key Personals:</p> <ul style="list-style-type: none"> <li>a) Environmental Expert</li> <li>b) Social Expert</li> <li>c) Quality Assurance and Quality Control (QA/QC) Expert</li> <li>d) Health and Safety Expert</li> </ul> <p>Contract &amp; Procurement Expert</p>	Tender condition prevail

69.	Section – VI: Terms of Reference (ToR) Page 71 of 114	<b>12.0 Payment Terms</b> b) The PMC shall be paid man-month rate based on actual deployment depending upon the site conditions or as instructed & certified by the Engineer-in Charge as and when required. Man-month on pro-rata basis will be admissible as certified by IWAI representatives.	May request IWAI to change the payment terms in equal monthly installments for 36 months.	Tender condition prevail.
70.	Section – VII: Standard Forms of Contract / General Conditions of Contract Page 88 of 114	<b>4. Replacement of the Key Personnel</b> The replacement of the key personnel shall only be on health grounds of the individual. ....replacement of Key Personnel with or without Employers’ prior consent, shall attract a deduction of 10% of remuneration of the replaced personnel for the remaining period of the contract. Further, for subsequent replacement of the same Key Personnel, it shall attract a deduction of 5% of remuneration of the replaced personnel for the remaining period of the contract.	May request IWAI to remove the Penalty on replacement of Key Personnel, which in most instances is not in control of the Consultant.	Tender condition prevail.
71.	Section – VII: Standard Forms of Contract / General Conditions of Contract Page 89 of 114	<b>4. Replacement of the Key Personnel</b> If a replacement is not given within 15 calendar days, the Consultant shall pay to the Employer, fixed and agreed Liquidated Damages	May request IWAI to consider deployment of an equally or better substitute for a maximum period of 30 calendar days till the deployment of replacement Key Personnel.	Tender condition prevail.
72.	Section – VII: Standard Forms of Contract / General Conditions of Contract Page 91 of 114	<b>7. Payment Terms</b> (a) No advance payment shall be made.	May request IWAI to consider that initial deployment of Key personnel and establishment of	Tender condition prevail.

			site/project office including accommodation facilities for all project personnel All these activities require huge expenses from start date of project. Hence, may request IWAI to kindly provide advance payment of minimum 10% of contract amount considering initial expenses.	
73.	Section – VII: Standard Forms of Contract / General Conditions of Contract Page 91 of 114	<b>7.1 Mode of Payment:</b> Invoices / Bills complete in all respects is to be raised by the Consultant to ‘Chief Engineer (Tech), IWAI, A-13, Sector-1, Noida – 201 301’ who shall process the same after due verification and the payment shall be paid through RTGS / NEFT within 30 (Thirty) Days from the date of receipt of the bill at IWAI’s Head Office at Noida.	May request IWAI to kindly consider Interest on Delayed payments as below: If the Client had delayed payments beyond fifteen (15) days after the due date of 30 (Thirty) Days from the date of receipt of the bill, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate as per SBI Prime Lending Rate + 2% per annum.	Not Accepted. Tender condition prevail.
74.	Page no.91, Clause-8	<b>Arbitration Procedure:</b> In pursuant with terms of the tender documents, appointment of arbitration is unfair wherein IWAI has absolute right to appoint arbitrator.	<b>Dispute resolution procedure must be fair and reasonable for both the parties, hence mutual consent of both the parties is mandatory for the dispute resolution proceedings or appointment of arbitrator, is as follows:</b>	Not Accepted. Tender condition prevail.

			<p><b><u>SUGGESTED CLAUSE:</u></b>  <i>If the dispute or difference cannot be resolved within one (1) months of internal meeting, or upon agreement that the dispute or difference cannot be resolved, either Party may at any time thereafter request that the matter be referred to Arbitration in accordance with and subject to the Arbitration and Conciliation (Amendment) Act 2015 or any modification thereof for the time being in force. The venue of arbitration shall be New Delhi India. The language to be used in the arbitration proceedings shall be English. The arbitral tribunal shall comprise of sole arbitrator to be appointed with the mutual consent of the Parties. The award in such Arbitration proceedings shall be final and binding upon all parties and judgment thereon may be entered in any court of competent jurisdiction on application of any Party.</i></p>	
75.	Page-93, Clause-10 “Limitation of consultant’s liability/Professional Liability	<b>Page-93, Clause-10 “Limitation of consultant’s liability/Professional Liability”:</b> Consultant shall not liable to	<b>If the <u>typo error</u> will be confirmed then this comments will be applicable against the</b>	Tender condition prevails.

		<p>client against indirect and direct loss or damages up to the value of contract. (TYPO ERROR IN THE TENDER DOCUMENTS, I assume)</p> <p><b>Page-93, Clause-11 (v,vi,vii)</b></p> <p><b>“Indemnity”</b>: Language used under these clauses is covered wide scope of consultant liability.</p>	<p><b>same otherwise we have no liability against indirect and direct loss or damage of client up to contract value:</b> Consultant total liability should be capped with equivalent to the contract value or below the value of contract and Consultant liability under indemnity, LD, damages, penalty etc. should be include or capped under total liability clause.</p> <p><b>We suggest following changes in the “Limitation of Consultant’s Liability” to safe guard the interest of consultant:</b></p> <p>The Consultant’s maximum total aggregate liability towards the Client under this Contract for all claims, losses, indemnity, damages and expenses in any way arising from or related to the performance of this Contract whether, resulting from negligence, statute, tort or otherwise (meaning for any damages from any causes whatsoever and whatever the legal basis), shall be limited to 100% of the amount of fees received under this Contract or</p>	
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			<p>equivalent to the professional fees.</p> <p><i>Notwithstanding any provision in this Agreement to the contrary, under no circumstances shall a party hereto shall be liable to another party hereto for loss of profits or revenue, loss of use, cost of alternate arrangement, loss of capital or other similar item of loss or damage or for any consequential, special or indirect loss or damage and each party hereby releases the other therefrom.</i></p>	
76.	Page no.84, Clause-2.7.2	<b>Termination by Consultant:</b> Unequal given to consultant.	<p><b>Right to terminate the contract is completely one sided and arbitrary, wherein there is no satisfactory right given to Consultant.</b></p> <p><b>we suggest</b> point mention below need to be added in the Consultant right of termination: In case the client commits the material breach of any of the terms &amp; conditions of this contract and is called upon to rectify such breach and fails to rectify the same within the notice period or such extended or</p>	Tender condition prevail

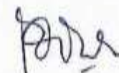
			further period as may be agreed between the parties.	
77.	Page no.85, Clause-2.7.5	<b>Dispute about event of termination:</b> This clause is incomplete or not defined properly.	<b>Suggested Clause with correction:</b> If either Party disputes whether an event specified in Clause-2.7 of “termination of contract” hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause-8 hereof, <b>and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</b>	Not Accepted. Tender condition prevail
78.	Page no.88, Clause-4	-If the replacement is not given within 15 days then LD is equivalent to 1% of monthly remuneration for the delay of each day, subject to maximum 10% of contract value. -Replacement of 1 <sup>st</sup> key personnel will attract reduction @ 10% of remuneration and any subsequent replacement of key personnel will attract reduction 5% of remuneration.	Client has right to impose LD against delay in providing replacement, which is need to be taken care by preparing suitable contingency plan and because client has right to impose huge amount of LD which is need to be reduce at reasonable level. In addition, reduce huge amount of remuneration against the replacement of KP.	Not Accepted. Tender condition prevail



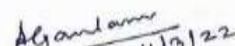
			<p><b>This provision contains high risk.</b> Project team must have suitable strategy to deal with such issues by maintaining strong correspondences/evidences. These evidences will support us to counter any such allegation during the tenure of the project.</p>	
79.	Page No. 16 of 114	6.9 Bids by Joint venture / consortium is not allowed	Considering the size of the Project, we request you to allow Joint Venture with Joint Fulfillment.	Please refer query at sl. no.1.
80.	General	Project Cost	Estimated Cost of the Project is not mentioned in the RFP. Request you to provide the same.	Please refer query at sl. no. 2.
81.	Page No. 34 of 114	Bank Solvency -INR 4.84 Cr	Requesting the authority to allow the consultant for submitting the declaration for Solvency certificate stating that we will submit the Solvency certificate from Bank once the work is awarded.	Tender condition prevail.
82.	General	Payment Terms	Kindly provide us the Payment Schedule.	Please refer Clause 12 of ToR
83.	Page No. 34 of 114	EMD: Rs 24,20,000/- (Online Submission)	Earnest Money Deposit is too high. We Request you for Relaxation in EMD Amount to INR 2,00,000 (Two Lakhs Only)	Tender condition prevail.

Response to Queries

			and allow the same in the form of Bank Guarantee.	
84.	Page No. 28 of 114	16.2 Technical Evaluation	There is a discrepancy in the tables of Marking Criteria. Comparing both the tables, marks are not constant for each parameters. Kindly confirm which table is to be referred and amend the same.	Please refer query at sl. no. 35.



(Praveen Nandwana)  
Member (Finance)



(Ashutosh Gautam)  
Member (Technical)



(S.V.K. Reddy)  
Chief Engineer (Tech.)

**List of prospective bidders submitted their queries in the Pre-bid meeting held on 25.02.2022 at 1500 hrs for the tender for Project Management Consultancy (PMC) Services for Port & IWT Components of KMTT Project In Myanmar”.**

<b>Sl. No.</b>	<b>Firm/Bidder</b>
1.	M/s. Rina Consulting S.P.A.
2.	M/s. Voyants Solutions Pvt. Ltd.
3.	M/s. a'XYKno Capital Services Pvt. Ltd.
4.	M/s. IRCLASS SYSTEMS AND SOLUTIONS PVT LTD
5.	M/s. Eka Infra Consultants Private Limited
6.	M/s. Tractebel Engineering Pvt. Ltd
7.	M/s. Egis India Consulting Engineers Pvt. Ltd.
8.	M/s. SPECTRUM Techno Consultants Pvt Ltd