

### Reply for the queries

**Name of Work:** Consultancy Services for "Preparation of Detailed project Report (DPR) for Development of Inland Water Transport (IWT) facility at Jogighopa, Assam"

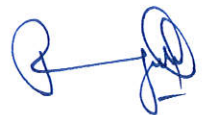
**Tender ID:** 2020\_NHIDC\_554539\_1

Sr. No.	Clause No., Section No. & Page No.	Original Clause in Tender	Clarification/Suggestion by the bidder	NHIDCL's Reply
1	Section – VI: Terms of Reference (TOR), Clause no. 2, Page No. 65	1. After approval of Inception Report : 25% 2. After approval of Draft Detailed Project Report: 25% 3. After approval of Draft Final Detailed Project Report and Stakeholder Conference & Presentation: 25%. 4. After approval of Final Detailed Project Report: 25%.	No time frame for approval is specified. As the project requires a lot of initial expenditure for site visits and field investigations like hydrographic and topographic survey, geotechnical investigations, environmental study, traffic study etc., <b>it is suggested to make the first three stage payments on submission only and not on approval.</b>	As per RFP
2	SECTION-IV, TECHNICAL BID STANDARD FORMS, Page No. 39, FORM 4D, Para 2	The selection of Consultant for <b>Inland Waterways Authority of India (the "Employer")</b> including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information / responses to the Employer	In PoA employer name is mentioned as IWAI, Kindly clarify. As understood it should be NHIDCL. Please confirm	Kindly refer Corrigendum-I
3	SECTION-IV, FORM 4I: STATEMENT OF LEGAL CAPACITY Page No. 46	To, Director (NER) Inland Waterways Authority of India A-13, Sector-1, NOIDA – 201 301 Uttar Pradesh India.	We understand the form-4I should be marked to MD, NHIDCL being the employer. Kindly confirm	Kindly refer Corrigendum-I
4	Section III, Clause 7 of Data Sheet. Page No. 28	Estimated cost of work is INR 97 Lakhs excluding GST.	As per the quantum of work mentioned in the TOR the estimated cost of work is very less, kindly review.	As per RFP



5	Section VI, TOR, Clause 3.10, para(ii) Page No. 60	(ii) TIME SCHEDULE AND KEY DELIVERABLES: The milestones and timelines of the assignment are given in the table below: The total duration for preparation of the DPR shall be 6 months from the date of issuance of Letter of Acceptance (LOA), including 15 days" time taken by the Employer in providing the requisite documents or in conveying its comments on the Reports at each stage of the Key Deliverable.	As per the TOR the project The Detailed scope of work includes: Review of previous study on project by IWA and NHIDCL, Traffic Assessment, Hydrographic & Topographic Survey, Geo-Technical Investigation, Preliminary Engineering Designs of The Finally Selected Terminal Sites, RAPID EIA, SIA, Cost Estimates, Proof checking /vetting through IIT / NIT, Time Schedule for Project Execution, Preparation of Tender Documents for Execution of Works, etc.  As the time mentioned for completing all the tasks mentioned in the Terms of Reference is only 6 months which is very less, Hence we request you to kindly extend the timeline of work by at least 6 more months, i.e <b>12 months total</b> .	As per RFP
6	Section VI TOR, Clause 3.2, para(ii) Topographic Survey Page No. 56	The Consultant shall: (b) Apart from main terminal area, the Topographic Survey will also be carried out in 1 km downstream and 1 km upstream area between the HFL line and the water line during the survey period on both the banks	As mentioned in the objective of study. The available land for the IWT terminal is approximately 200 acre. Hence we understand the additional 1km upstream and downstream area has to be surveyed. Kindly confirm	Yes, both imply same.
7	SECTION - I: NOTICE INVITING TENDER Page-6, S.No 6 &7	Last date of Request for BID Document 05.05.2020 (1030 Hrs), Physical Submission of Bid Securing Declaration/ POA etc 05.05.2020 (1100 Hrs)	Due to lockdown of COVID19 pandemic till 3rd may 2020, It is requested to kindly extend the submission of the bid documents by at least 2 weeks ie. 20.05.2020.	Kindly refer Corrigendum-I
8	Clause 3, page 9	Copy of work order / letter of award / letter of work agreement alone shall not suffice Bidders claim for executing the Similar Works. Submitting completion certificate from the client on its letter head along with supporting documents as mentioned in Clause	Nil	As per RFP.

9	<p>Clause conflict Interest</p> <p>7, of</p>	<p><b>Conflicting Activities:</b> A firm or any of its affiliates who has been engaged by the Employer to provide goods, works or assignment / job other than consulting assignment / job for a project shall be disqualified from providing consulting assignment / job related to those goods, works or assignments/ jobs. Conversely, a firm or any of its affiliates who have been hired to provide consulting assignment / job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment / job other than consulting assignment / job resulting from or directly related to the firms consulting assignment / job for such preparation or implementation. For the purpose of this paragraph, assignment / job other than consulting assignment / job are defined as those leading to a measurable physical output; for example, surveys, exploratory drilling, aerial photography, satellite imagery etc.</p> <p><b>Conflicting Assignment / Job:</b> A Consultant {including its Personnel and Sub- consultant(s)} or any of its affiliates shall not be hired for any assignment / job that by its nature may be in conflict with another assignment / job of the Consultant to be executed for the same or for another Employer, for example a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Consultant assisting an Employer in the privatization of NHIDCL is requested to confirm if KPMG is permitted to bid for the tender given that KPMG has been part of consortium executing MMLP Jogigopa engagement Consultancy Services for Preparation of Detailed Project Report (DPR) for Development of Inland Water Transport (IWT) facility at Jogigopa, Assam S. No RFP reference Description of RFP clause KPMG comments public assets shall not purchase nor advise purchasers of such assets.</p>	<p>NHIDCL is requested to confirm if KPMG is permitted to bid for the tender given that KPMG has been part of consortium executing MMLP Jogigopa engagement</p>	<p>Yes, KPMG/ Voyants can participate in JV or in independent capacity.</p>
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10	Page 27	Technical evaluation: The Technical Bids must score at least 70 marks out of 100 to become eligible for opening of Financial Bids. In other words, Financial Bids of only those Bidders whose Technical Bids have a score of 70 marks or more (out of 100) would be opened for further processing. The weightage, Technical (Tw) and Financial (Fw) would be given for Technical and Financial proposals, where Tw = 0.70 and Fw = 0.30	NHIDCL is requested to change the evaluation criteria to 80 marks for technical and 20 marks for financial in QCBS.	As per RFP
11	Clause 3.1, Traffic assessment Page 55	Undertake assessment of existing cargo movements from secondary source / studies made by IWAI or NHIDCL to arise at the potential cargo (type and quantity) to be handle at Jogighopa IBP terminal in the base year- 2019-20 and up to next 30 years. The required data shall be compiled mainly from secondary sources (published statistics available relevant reports etc. enquiry with transporter etc.)	NHIDCL is requested to confirm if a traffic assessment needs to be done through secondary research only and not undertake any primary surveys or interviews for determine the traffic at proposed IWT terminal	As per RFP
12	Point 3 of table under point 1 of TOR, Manpower requirement and eligibility criteria, Page 63	Business & Financial Analyst Graduation with MBA degree in Finance Management or master's in finance and Accounting or a Chartered Accountant. Minimum 12 years of total experience out of which at least 08 years relevant experience in Business and Financial model analysis of IWT Terminal / Port & Harbor related Infrastructure	NHIDCL is requested to also consider personnel with experience in business and financial modelling for other infrastructure projects as well	As per RFP
13	Point 7 of table under point 1 of TOR, Manpower requirement and eligibility criteria, Page 63	Traffic Expert: Graduate in Engineering / Economics, Preferred Qualification – Master's degree in Transport Economics or Engineering or Logistics. Minimum 10 years of total experience out of which 8 years of relevant experience in transport, logistic projects and operations, involving river and or maritime transport	NHIDCL is requested to also consider personnel with Graduate in Engineering and master's degree in Management and relevant experience in transport, logistic projects or operations, involving river and or maritime transport	As per RFP
14	Clause 3.10, Deliverables and timeframe, Page 60,	All the deliverables as per the list below shall be in the form of 05 (five) hard copies +1 (one) soft copy in MS Word and PDF format for Reports and AUTOCAD DWG & PDF formats for drawings/ plans. The detailed financial model shall also be submitted in excel sheet formats.	NHIDCL is requested that any product provided by KPMG shall be of internal use of the NHIDCL and shall not be disclosed to any third party without prior written consent of KPMG. Client shall not quote KPMG's name or reproduce KPMG's logo in any form or medium without KPMG's prior written consent.	As per RFP



15	Clause 8 at Pages 81-82	Professional Liability Except in gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the services, the Consultant, with respect to damage caused by the Consultant to Employer's property shall not be liable to Employer For any indirect or consequential loss or damage; and For any direct loss or damage equal to the total payments for professional fees and reimbursable expenditure made or expected to be made to the Consultant hereunder. This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the services.	NHIDCL is requested to confirm that, in accordance with standard industry practice, our aggregate liability under this RFP and in connection with the services shall be for direct damages and shall be limited to one time the fees paid to us.	As per RFP
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Other entries remain same.



(Y.C. Srivastava)  
General Manger (T)  
NHIDCL, HQ, New Delhi

