

### Reply for the queries

**Name of Work:** Consultancy Services for Preparation of Feasibility Report & Detailed Project Report (DPR) for Development of Multi Modal Logistics Park at Silchar in the State of Assam under Bharatmala Pariyojana.

**Tender ID:** 2020\_NHIDC\_599747\_1

Sr. No.	Clause No., Section No. & Page No.	Original Clause in Tender	Clarification/Suggestion by the bidder	NHIDCL's Reply
1.	Para 6 of NIT, Page 4	Bid due date as on 14.12.2020.	Bid Due Date is given as December 14, 2020. Since preparation of bid requires significant efforts and collaboration between firms also require time especially in pandemic scenario. Hence, <b>we request the authority for extension in Bid Due Date for a further period of at least 15 days after issue of replies to pre-bid queries.</b>	As per RFP.
2.	ANNEX – 1 & Section 5 of TOR, Details of the stretch proposed for DPR preparation Page 21 & page 74	-	As per the description of work in ANNEX – 1 for DPR preparation, only DPR for Multi modal logistics park at Silchar is mentioned. But in the scope of work defined, preparation of DPR for IWT is also required. <b>We request authority to clarify if DPR preparation for external road connectivity and IWT terminal are also part of this assignment.</b>	Yes.
3.	Form T2 Page 111	Details of projects for which Technical and Financial Proposals have been submitted	As per the form T2, we understand that Bidder has to submit the "Details of projects for which Technical and Financial Proposals have been submitted". <b>We request authority to clarify the form T2 requirements as according to our understanding there is only one bid which has to be submitted in response to the RFP. Kindly clarify in case separate bids are required to be submitted for DPR of MMLP, DPR for external road connectivity &amp; DPR for IWT Terminal.</b>	Only one bid to be submitted for DPR of MMLP
4.	3.2.4 (iii) of LOI Page 11	The Consultants shall establish a site office at Silchar, Assam at the time preparation of DPR manned by senior personnel during the course of consultancy services for coordination with NHIDCL and the Consultant must ensure that at least two key personnel should be present at site office during entire period of services for continuous interaction with NHIDCL or its appointed engineer.	As per the RFP, consultants are required to establish a site office at Silchar, Assam at the time of DPR preparation. <b>We request the authority to kindly remove this requirement as DPR work can be done by conducting site visits; establishment of site office for entire project duration of 180 days may not be required.</b>	As per RFP.



5.	3.2.4 (iii) of LOI Page 11	The Consultants shall establish a site office at Silchar, Assam at the time preparation of DPR manned by senior personnel during the course of consultancy services for coordination with NHIDCL and the Consultant must ensure that at least two key personnel should be present at site office during entire period of services for continuous interaction with NHIDCL or its appointed engineer.	As per the RFP, at least two key personnel should be present at site office during entire period of services. <b>We request the authority to kindly remove this requirement as experts can visit the site for DPR preparation works and interaction with appointed engineer as required. Therefore, requirement of continuous deployment should be reconsidered.</b>	As per RFP.
6.	Para 12.1 of Data sheet & 5.2 point (a) of Appendix V Page 25 & Page 136	The firm should have undertaken / completed similar projects as mentioned in clause (a) in Table 1 of preparation of Detailed Project Report/ Feasibility Assessment Report for setting up Integrated Multi Modal Logistics Hub (IMLH)/ Logistics Park/ Inland Container Depot/ Airport based Logistics Parks/ Air or Rail Cargo Terminals/ Port-based Logistics Parks/ Free Trade Warehousing Zone (FTWZ)/ Integrated Manufacturing Zone/ Industrial Parks (including SEZs) with minimum size of 50 acres in the last 15 years. Ongoing DPR projects (atleast 90% completed) will also be considered. The emphasis will be on relevance of the projects to the nature of assignment, cost, size and scope of work carried out by the consultant i.e. comparable size, complexity, technical specialty and key components of the projects.	As per Clause (a), <b>Table-1: Minimum Eligibility Requirements in Data Sheet</b> , projects in last 7 years are considered for qualification. Whereas in <b>5.2 point (a) in Appendix V</b> projects of a firm in the last 15 years are considered for evaluation. <b>We request authority to consider projects done in last 15 years for both clauses.</b>	Please refer Amendment No. 1
7.	Para 12.1 of Data sheet Page 25	Table-1: Minimum Eligibility Requirements	As per <b>Table-1: Minimum Eligibility Requirements in Data Sheet</b> , Detailed Project Report and Feasibility Assessment Report are considered for the firm's eligibility. <b>We request the authority to consider assignments related to Pre-feasibility studies and Techno-Economic Feasibility Report also for clause (a) and assignments related to Feasibility studies &amp; Pre-feasibility studies for clause (b).</b>	As per RFP.
8.	Para 12.1 (iii) Page 26	If the applicant firm has / have prepared the DPR/FS projects solely on its own, 100% weightage shall be given. If the applicant firm has prepared the DPR/FS projects as a lead partner in a JV, 75% weightage shall be given. If the applicant firm has prepared the DPR projects as the other partner (not lead partner) in a JV, 50% weightage shall be given. If the applicant firm has prepared the	Para 12.1 (iii) states : "If the applicant firm has / have prepared the DPR/FS projects solely on its own, 100% weightage shall be given. If the applicant firm has prepared the DPR/FS projects as a lead partner in a JV, 75% weightage shall be given. If the applicant firm has prepared the DPR projects as the other partner (not lead partner) in a JV, 50% weightage shall be given. If the applicant	As per RFP.

		DPR/FS projects as an associate, 25% weightage shall be given.	firm has prepared the DPR/FS projects as an associate, 25% weightage shall be given."  <b>We request to remove this criterion as the same is not in line with tenders issued by various government institutions in the transport infrastructure sector.</b>																
9.	Para 12.2, point B Page 28	Qualification and relevant experience of the proposed key personnel.	Para 12.2, point B states: <table border="1"><thead><tr><th>Description</th><th>Maximum Points</th><th>Sub-points</th></tr></thead><tbody><tr><td>Employment with the Firm</td><td>5</td><td></td></tr><tr><td>Less than 1 Year</td><td></td><td>0</td></tr><tr><td>1 Year</td><td></td><td>3</td></tr><tr><td>Add 0.5 marks for each subsequent year subject to maximum of 2 marks</td><td></td><td></td></tr></tbody></table> <b>The same may be modified to 1 mark for each subsequent year subject to maximum of 2 marks.</b>	Description	Maximum Points	Sub-points	Employment with the Firm	5		Less than 1 Year		0	1 Year		3	Add 0.5 marks for each subsequent year subject to maximum of 2 marks			As per RFP.
Description	Maximum Points	Sub-points																	
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10.	Para 6 of NIT & Para 10 of Data sheet Page 4 & page 24	Bid due date.	According to schedule given in NIT, the bid due date is December 14, 2020. However, as per the Data sheet the proposal submission date is December 11, 2020. <b>We request the authority to clarify bid submission date.</b>	Please refer Amendment No. 1															
11.	Clause 7.4.1, GCC Page 175	<b>Consultants liability towards the Client</b> Consultant shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.	<b>The clause may be revised as below:</b>  "Subject to the maximum extent of the Professional Fee, the Consultant shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him."	As per RFP.															
12.	Clause 3.4, SCC Page 179	<b>Limitation of the Consultants' Liability towards the Client</b>  "(a) Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, <u>The Consultant</u> shall not be liable to the Client:	<b>The clause may be revised as below:</b>  <del>" (a ) Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, <u>The Consultant</u> shall not be liable to the Client:</del> i. for any indirect or consequential loss or damage; and	As per RFP.															

		<p>i. for any indirect or consequential loss or damage; and</p> <p>ii. for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.</p> <p>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."</p>	<p>ii. for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.</p> <p>(b) 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."</p>	
13.	Clause 3.5, SCC Page 179	<p>"The risks and the coverage shall be as follows:</p> <p>a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy</p> <p>b) Third Party liability insurance with a minimum coverage, for Rs. 1.00 million for the period of consultancy.</p> <p>(c) (i) The Consultant shall provide to NHIDCL Professional Liability Insurance (PLI) for a period of Five years beyond completion of Consultancy services or as per Applicable Law, whichever is higher.</p>	<p><b>The clause may be revised as below:</b></p> <p>"The risks and the coverage shall be as follows:</p> <p><del>a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy</del></p> <p><del>b) Third Party liability insurance with a minimum coverage, for Rs. 1.00 million for the period of consultancy.</del></p> <p><del>c) (i) The Consultant shall provide to NHIDCL Professional Liability Insurance (PLI) for a period of Five years beyond completion of Consultancy services or as per Applicable Law, whichever is higher.</del></p>	As per RFP.
14.	Clause 7, LOI Page 18	<p><b>Penalty</b></p> <p>The consultant will indemnify for any direct loss or damage that accrue due to deficiency in services in carrying out Detailed Project Report. Penalty shall be imposed on the consultants for poor performance/ deficiency in service as expected from the consultant and as stated in General Conditions of Contract.</p>	<p><b>The clause may be revised as below:</b></p> <p><del>"Subject to the maximum extent of the Professional Fee, the consultant will indemnify for any direct loss or damage that accrue due to deficiency in services in carrying out Detailed Project Report. Penalty shall be imposed on the consultants for poor performance/ deficiency in service as expected from the consultant and as stated in General Conditions of Contract."</del></p>	As per RFP.

15.	Clause 9.2.1, SCC Page 180	<p><b>Selection of Arbitrators</b></p> <p>Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</p> <p>Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the president, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute."</p>	<p><b>The clause may be revised as below:</b></p> <p>"Each dispute submitted by a Party to arbitration shall be heard by a <del>sole arbitrator</del> or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</p> <p>a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, <u>Indian Council of Arbitration Indian Roads Congress</u>, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the president, <u>Indian Council of Arbitration Roads Congress</u>, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute."</p>	As per RFP.
16.	-	Additional Clause	<p>We suggest to include the following <b>clause</b> also in the agreement:</p> <p>"The Consultant may terminate this Agreement immediately upon written notice to the Client if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations."</p>	Not relevant to the Clause of RFP.
17.	Form T9 Page 119 & Page 10	<p><b>Office Equipment and software</b></p> <p>Attach a list of office equipment and software owned by the Applicant</p>	<p>"Form T9: Office Equipment and software" the form is required as given in APPENDIX-III, but it is not mentioned in the list of documents required for technical proposal at page 10. <b>We request the authority to clarify if Form T9 is required.</b></p>	As per RFP.
18.	Form T-10 of APPENDIX-III Page 120	Curriculum Vitae as per INFRACON	<p>It is mentioned that CV of key personnel are required to be as per the format given in Form T10. However, the format is missing in Form T10. <b>We request the authority to provide the CV format.</b></p>	CV to be uploaded on Infracon Portal.

19.	Letter of Invitation, Para 5.1 (ii) Page 15	The Proposal is accompanied by Bid Security of required value and of validity equal or more than the minimum required validity.	It is mentioned in Stage I- Proof of Eligibility that the Proposal is accompanied by Bid Security of required value however the details regarding Bid Security is not mentioned in the RFP. Kindly clarify.	As per RFP.
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Other entries remain same.



(Ashok Kumar Singh)  
General Manger (Tech.)  
NHIDCL, HQ, New Delhi