



No. AIWTDS-134 (P1)/2018/201

Dated, Guwahati, the 11th April'2022

Corrigendum- I

In reference to the AIWTDS Notice no. AIWTDS/285/2021/203 dtd. 24/03/2022 and RFP No. IN-IWT-272430-CS-QCBS(RF) for e-procurement of “Selection of General Consultant for Assam Inland Water Transport Development Society (AIWTDS)”, certain amendments enclosed as **Annexure-I**, have been incorporated in the bid document. Also please find attached **Annexure-II** which contains response to bidder’s queries. Bidders are requested to take the note of these amendments prior to the submission of bid.

Rahul Ch Das, ACS
Deputy State Project Director
Assam IWTD Society

Memo No. AIWTDS-134 (P1)/2018/201-A

Dated, Guwahati, the April'2022

Copy to:

- i) The Director, IWT Assam for favour of information.
- ii) OSD to SPD, AIWTD Society for appraisal to the State Project Director, AIWTDS.
- iii) AIWTD Society’s Website: www.aiwtdsociety.in for publication of Corrigendum-I.
- iv) DIWT’s Website www.iwtdirectorate.assam.gov.in for publication of Corrigendum-I.
- iv) e-procurement portal of Govt. of Assam viz. www.assamtenders.gov.in
- v) The Office Notice Board

Deputy State Project Director
Assam IWTD Society

Corrigendum No. I

Annexure I

RFP No: **IN-IWT-272430-CS-QCBS (RF)**

Assignment Title: "SELECTION OF GENERAL CONSULTANT FOR ASSAM INLAND WATER TRANSPORT DEVELOPMENT SOCIETY (AIWTDS)"

SI No	Clause Reference	Existing	Modified/ to be read as
1.	Section 2. Instructions to Consultants E. Data Sheet Clause 21.1, Part B: Evaluation Criteria	<p>Technical/Experience Aspects: i) Minimum 5 similar assignment in External aided project executed in the last 10 years ending on 01.01.2022 - 3 points.</p> <p>For each additional assignment over and above minimum requirement and subject to maximum of 3 (three) similar assignments executed in the last 5 years ending on 01.01.2022 : 2 point for each additional assignment</p> <p>"Similar assignment" is defined as consultancy works carried out for project management support/ Consultancy in Externally Aided Projects.</p>	<p>Technical/Experience Aspects: i) Minimum 5 similar assignment in External aided project executed in the last 10 years ending on 01.01.2022 - 3 points.</p> <p>For each additional assignment over and above minimum requirement and subject to maximum of 3 (three) similar assignments executed in the last 10 years ending on 01.01.2022 : 2 point for each additional assignment</p> <p>"Similar assignment" is defined as consultancy works carried out for project management support/ Consultancy in Externally Aided Projects.</p>



Deputy State Project Director
Assam Inland Water Transport
Development Society

Queries for Clarifications: Selection of General Consultant for Assam Inland Water Transport Development Society (AIWTDS)

Reference Notice No. AIWTDS/285/2021/203 dtd. 24/03/2022

Reference RFP No. IN-IWT-272430-CS-QCBS (RF)

S.No.	Section	Reference	Clarifications requested	Reply of AIWTD Society
A				
1.	Section 2. Instruction to Consultants E. Data Sheet Clause 14.1.2, Page 32 of 188	<p>Estimated input of Key Experts' time-input: 86 person-months. The Scope of Works provided in RFP states that:</p> <p>"GC would provide such support both at the AIWTDS/PMU head office at Guwahati and also at the regional level where day-to-day monitoring and supervisory services (including review and audit of detailed engineering designs) will be needed during actual construction/work sites"</p> <p>"Assist the AIWTDS/PMU with necessary day-to-day tasks and in particular with sector research, literature review and analytics on intermittent requirements that may become important inputs for better project delivery"</p>	<p>The RFP envisaged Day-to-Day monitoring, supervision and support services.</p> <p>The estimated time input of 86-person months provided in RFP is less for desired scope of services to be provided by GC. Accordingly, may request AIWTDS to increase the estimated man-months envisaged in RFP in accordance with desired scope of services.</p> <p>Please accept.</p>	<p>In the RFP/ToR minimum man month is mentioned. Consultant may add any additional man-month, if required based on their proposed methodology.</p>
2.	Section 2. Instructions to Consultants E. Data Sheet Clause 21.1, Page 37 of 188	<p>Part B: Evaluation Criteria Technical/Experience Aspects: i) Minimum 5 similar assignment in External aided project executed in the last 10 years ending on 01.01.2022 - 3 points.</p> <p>For each additional assignment over and above minimum requirement and subject to maximum of 3 (three) similar assignments executed in the last 5 years ending on 01.01.2022 : 2 point for each additional assignment</p>	<p>We understand that there is a typo error as similar assignments executed in the last 10 years are being considered. Please correct the same as below.</p> <p>For each additional assignment over and above minimum requirement and subject to maximum of 3 (Three) similar assignments executed in the last 10 years ending on 01.01.2022 : 2 point for each additional assignment.."</p> <p>Please revise.</p>	<p>Please refer to corrigendum I</p>

3.	Section 2. Instructions to Consultants E.DataSheet Clause27.1, Page41of188	Expected date and address for contract negotiations: Date: 12 th May 2022 Address: Office of Assam IWT Development Society, Ulubari, Guwahati-7	May request AIWTDS to kindly clarify that the contract negotiation shall be either for number of experts or estimated man-months or scope of works or financial quotation. Please clarify.	Please refer to ITC provision 27 & 28 of Instruction to Consultant in the RFP
4.	Section7.Terms ofReference ObjectiveoftheassignmentPage78of188	J. Legal Opinion: Assist the AIWTDS/PMU in providing legalopinion and drafting legal communication as and when required.	We understand that role pertaining to clause no. J shall be limited to providing legal opinion and drafting legal communication as and when required only. Same shall not be extended to representation of AIWTDS in front of any authority. Kindly confirm.	Clause No. J is self-explanatory.
5.	Section7.Terms ofReferenceTasks Page80of188	Clause no. D: Manage, monitor and supervise project progress:GC would provide such support both at the AIWTDS/PMU head office at Guwahati and also at the regional level where day-to-day monitoring and supervisory services (including review and audit of detailed engineering designs) will be needed during actual construction/work sites.	We understand that the review and audit of detailed engineering designs at AIWTDS/PMU head office or any of its site offices will be done by respective key experts only and No additional person/ expert is envisaged by AIWTDS for the same from GC. In case additional Key or Non-Key experts are envisaged by AIWTDS for execution of this assignment as per scope of works and deployment at various locations, may we request AIWTDS to kindly provide the number of man-month inputs of such additionally required experts. Kindly confirm.	Please refer to the ToR. In the ToR key/ non-key expert envisaged under the assignment with minimum man-month are provided
6.	Section7.Terms ofReferenceAdministrativeArrangements, Page82of188	... The General Consultant shall liaise on relevant matters with the World Bank's Task Team Leader for Assam Inland Water Transport Project, Team Leader or his nominee(s).	We understand that, if it required to travel outside the project site as in case required for liaise with World Bank's Task, same shall be reimbursed on actuals. Kindly confirm.	Form Fin-4 is to quote for reimbursable amount
7.	III. Special Conditions of Contract Clause13.1 Page126of188	Commencement of Services: The number of days shall be 10 days.	May we request AIWTDS to please extend the no. of days for commencement of services from 10 days to 21 days, considering the time required for office establishment and deployment of key experts at project location.	No Change
8.	Sr.no.46.:Mode of Billing and Payment, Page no.169 of188	The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 43.1.	There must be provision for payment beyond the Contract price set forth in Clause GCC 43.1 in case of the extension of project works and delay is not attributable to consultant.	Please refer to the template of Time-Based contract

9.	Sr. No. 47; Remuneratio nandReimbur sable Expenses, Pag eno.117 of 188	The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services...	We understand that for calculation for man-month, 22 working days (including in-between Saturday, Sunday or any holiday) shall be equivalent to one (1) man-month. Requesting your confirmation on same.	Please refer to Form Tech-6
B				
1	Refer Page 82 of RFP	Administrative Arrangements AIWTDS/PMU shall provide the General Consultant with workstation(s) at the head office at Guwahati and also at regional offices.	We understand the office space will be provided by AIWTDS/PMU at Guwahati. Please clarify the electricity, water charge shall be borne by the Client ?	AIWTDS/PMU shall provide the General Consultant with office space with free electricity and water in the washroom at the head office at Guwahati free of cost.
2	Refer page 177 of RFP	III. Special Conditions of Contract Clause 46.2: The payment schedule: All payments shall be made in Rs. [Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A] 1st payment: <i>[insert the amount of the installment, and percentage of the total Contract price. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 46.2.1]</i> 2nd payment: _____ : _____ Final payment: _____ <i>[Total sum of all installments shall not exceed the Contract price set up in SCC43.1.]</i>	Please clarify the payment schedule. Appendix A mentions breakdown of remuneration rates only. We understand payment schedule is on monthly basis as per actual deployment of staff. Please clarify.	Please refer to Provision 50.1(b) of SCC

		<p>Refer Page 64/65 of RFP Appendix A. Financial Negotiations - Breakdown of Remuneration Rates</p>		
3	<p>Refer page 177 of RFP III. Special Conditions of Contract</p>	<p>Clause 46.2: The payment schedule: All payments shall be made in Rs. <i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i> 1st payment: <i>[insert the amount of the installment, and percentage of the total Contract price. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 46.2.1]</i> 2nd payment: _____: _____ Final payment: _____ <i>[Total sum of all installments shall not exceed the Contract price set up in SCC43.1.]</i> Refer Page 64/65 of RFP Appendix A. Financial Negotiations - Breakdown of Remuneration Rates</p>	<p>Appendix A does not mentions any deliverables. We request you to kindly provide the list of deliverables.</p>	<p>Please refer the Contract Template for “Time Based Contract”</p>
4	<p>Refer Page 104 of RFP GCC Clause 18.1</p>	<p>Suspension The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including</p>	<p>The payments would be suspended before the period of (30) days provided for remedy of such failure. Hence the Clause to be amended in a manner that the payments should be suspended after a period of (30) days owing to the failure of Consultant to remedy. To be amended as follows: “The Client may, by written notice of suspension to the</p>	<p>No Change</p>

		<p>the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.</p>	<p><i>Consultant, suspend all payments to the Consultant hereunder after the expiry of (30) days, if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension."</i></p>	
5	<p>Refer Page 175 of RFP SCC Clause 23.1</p>	<p>No additional provisions. /OR The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract; (b) This limitation of liability shall not (i) affect the</p>	<p>Please provide us clarity on the definition of property used in this clause.</p> <p>Does property include the immovable and movable property only, or is it implied to mean the Client as an entity.</p> <p>Please clarify.</p>	<p>Please refer to the provision which is self-explanatory.</p>

		<p>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;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law in India".</p>		
6	<p>Refer Page 175 of RFP SCC Clause 23.1</p>	<p>No additional provisions. [OR The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract; (b) This limitation of liability</p>	<p>We request to amend the "Limitation of the Consultants' Liability towards the Client" clause in the following manner: "(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] one times the total value of the Contract"</p> <p>Please confirm.</p>	No Change

		<p>shall not (i) 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;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law in India".</p>		
7	Refer page 32 of RFP	<p>The Consultant's Proposal must include the minimum Key Experts' time-input of 86 person-months.</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:</p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p>	<p>Estimation of staff man-months by different consultant(s) could result in huge variation of financial cost since the project duration is substantial.</p> <p>Hence we request non key expert / support staff man-months may also be provided in order to have all bidders at par.</p>	<p>In the RFP/ToR minimum man month is mentioned. Consultant may add any additional man-month, if required based on their proposed methodology</p>
8		<p>Last date and time for submission of Bid : 20-04-2022 at 14:00 hours</p>	<p>In order to prepare comprehensive proposal, it is requested to kindly extend proposal submission date by 2 weeks upto 06th May 2022.</p>	<p>No Change</p>
C				

1	Page No 36, Section 21.1, Sl. No: 2,	Bidder should have an annual average turnover from consultancy of INR 100 Million or above in the last three financial years i.e. 2017-18 , 2018-19 , 2019-20 to participate in the tender.	request you to kindly reconsider the criteria and at least provide relaxation. The criteria limits the participation to only few eligible bidders with bidders having great experience in the similar field being left out. We registered under MSME Act categorized as "Small" having great exposure to the "TOR" stated in the tender should receive exemption in this regard so that we can participate. So, it's a kind request to you to kindly provide us the exemption in the "Minimum turnover criteria " to ensure you receive competitive bids with the best price.	No Change
D				
1		We kindly request you to extend the bid submission date to 29th April 2022 from the current bid due date to enable interested bidders in collating better response to the opportunity.		No Change
E				
1		We are working on the RFP No.:IN-IWT-272430-CS-QCBS (RF) dated 24th March 2022 . We request you to kindly provide time extension till end of April 2022 to complete the bid submission.		No Change

Sd/-

Rahul Chandra Das, ACS
Deputy State Project Director
Assam IWTD Society

