



Assam Inland Water Transport Development Society  
(An Autonomous Body under the Transport Department, Government of Assam)  
3<sup>rd</sup> floor, Directorate of Inland Water Transport, Ulubari, Guwahati – 7::email: [dir.iwtds-as@gov.in](mailto:dir.iwtds-as@gov.in)::Tel:+91361-2526421

No.AIWTDs-285/2021/187

Dated, Guwahati, the 02/03/2022

**Corrigendum- I**

In reference to the AIWTDs Notice no. AIWTDs/285/2021/70 dtd. 09/02/2022 and RFP No. IN-IWT-272430-CS-QCBS 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.

Saranga Pani Sarma, ACS  
Additional State Project Director  
Assam IWTDS Society

Memo No. AIWTDs-285/2021/187-A  
Copy to:

Dated, Guwahati, the 02/03/2022

- 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](http://www.aiwtdsociety.in) for publication of Corrigendum-I.
- iv) DIWT’s Website [www.iwtdirectorate.assam.gov.in](http://www.iwtdirectorate.assam.gov.in) for publication of Corrigendum-I.
- iv) e-procurement portal of Govt. of Assam viz. [www.assamtenders.gov.in](http://www.assamtenders.gov.in)
- v) The Office Notice Board

Additional State Project Director  
Assam IWTDS Society

Corrigendum No. I -

Annexure I

RFP No: IN-IWT-272430-CS-QCBS dated 09/02/2022

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.	BDS/21.1 [for FTP]	<p>Consultants technical proposal shall be evaluated in two parts. Part A (as mentioned below) shall be the mandatory criteria that the consultants must meet. Technical Proposals of Consultants who do not meet the criteria in Part A, shall not be further evaluated, and the proposal shall be rejected.</p> <p>Technical Proposal of Consultants, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below.</p> <p><b>Part A: Mandatory Criteria:</b></p> <table><tr><th>S. No:</th><th>Criteria</th><th>Documents Required</th></tr><tr><td>1.</td><td>The firm should be in business for atleast last five years ending on 01.01.2022</td><td>Registration certificate, Copies of PAN, TAN and GST registration</td></tr><tr><td>2.</td><td>The firm 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</td><td>Statutory Audit report or Chartered Account Certificate.</td></tr><tr><td>3.</td><td>The firm should have completed in last 5 years ending on</td><td>Contract Completion certificate or Contract documents along</td></tr></table>	S. No:	Criteria	Documents Required	1.	The firm should be in business for atleast last five years ending on 01.01.2022	Registration certificate, Copies of PAN, TAN and GST registration	2.	The firm 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	Statutory Audit report or Chartered Account Certificate.	3.	The firm should have completed in last 5 years ending on	Contract Completion certificate or Contract documents along	<p>Consultants technical proposal shall be evaluated in two parts. Part A (as mentioned below) shall be the mandatory criteria that the consultants must meet. Technical Proposals of Consultants who do not meet the criteria in Part A, shall not be further evaluated, and the proposal shall be rejected.</p> <p>Technical Proposal of Consultants, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below.</p> <p><b>Part A: Mandatory Criteria:</b></p> <table><tr><th>S. No:</th><th>Criteria</th><th>Documents Required</th></tr><tr><td>1.</td><td>The firm should be in business for atleast last five years ending on 01.01.2022</td><td>Registration certificate, Copies of PAN and GST registration</td></tr><tr><td>2.</td><td>The firm 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</td><td>Statutory Audit report or Chartered Account Certificate.</td></tr><tr><td>3.</td><td>The firm should have completed in last 10 years ending on</td><td>Contract Completion certificate or Contract documents along</td></tr></table>	S. No:	Criteria	Documents Required	1.	The firm should be in business for atleast last five years ending on 01.01.2022	Registration certificate, Copies of PAN and GST registration	2.	The firm 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	Statutory Audit report or Chartered Account Certificate.	3.	The firm should have completed in last 10 years ending on	Contract Completion certificate or Contract documents along
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		<b>Part B: Evaluation Criteria:</b> Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:		<b>Part B: Evaluation Criteria:</b> Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:													
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		<b>Technical/Experience Aspects:</b>  i) Minimum 5 similar assignment in External aided project executed in the last 5 years ending on 01.01.2022 - 3 points. 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  “Similar assignment” is defined as consultancy works carried out for project management support in Externally Aided Projects.		<b>Technical/Experience Aspects:</b>  i) Minimum 5 similar assignment in External aided project executed in the last 10 years ending on 01.01.2022 - 3 points. 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  “Similar assignment” is defined as consultancy works carried out for project management support/Consultancy in Externally Aided Projects.	
		<b>Total Points (Criteria I)</b>	<b>11</b>	<b>Total Points (Criteria I)</b>	<b>11</b>
2.	Section 7. Terms of Reference (Skills Required)	<b>Title (Nos)</b> <b>Project Manager (1)</b> <b>Key Professional</b>	<b>Qualification/ Experience</b> <ul style="list-style-type: none"> <li>Engineer/Commerce graduate plus Master in Business administration/Economics</li> <li>Minimum 15years of business consulting experience in managing and coordinating delivery of large transport (preferably marine/water transport) infrastructure projects.</li> <li>Having worked with reputed management consulting firms.</li> </ul>	<b>Title (Nos)</b> <b>Project Manager (1)</b> <b>Key Professional</b>	<b>Qualification/ Experience</b> <ul style="list-style-type: none"> <li>Engineer/Commerce/Architecture/<b>planning graduate</b> plus Master in Business administration/Economics/Project management</li> <li>Minimum 15years of business consulting experience in managing and coordinating delivery of large transport (preferably marine/water transport) infrastructure projects.</li> <li>Having worked with reputed management consulting firms.</li> </ul>

SI No	Clause Reference	Existing		Modified/ to be read as	
			<ul style="list-style-type: none"> <li>Working experience in at least two countries</li> </ul>		
3.	Section 7. Terms of Reference (Skills Required)	<b>Title (Nos)</b>  <b>Terminal planning / Port infrastructure specialist (1)</b>  <i>Key Professional</i>	<b>Qualification/ Experience</b> <ul style="list-style-type: none"> <li>Post-graduate civil engineering/ Architecture degree</li> <li>An expert with minimum of 10 years of experience in terminal planning and design.</li> <li>Working experience in at least two countries</li> </ul>	<b>Title (Nos)</b>  <b>Terminal planning / Port infrastructure specialist (1)</b>  <i>Key Professional</i>	<b>Qualification/ Experience</b> <ul style="list-style-type: none"> <li>Post-graduate civil engineering/ Architecture degree</li> <li>An expert with minimum of 10 years of experience in terminal planning and design.</li> </ul>
4.	PART II  Section 8. Conditions of Contract and Contract Forms  Time-Based Form of Contract  STANDARD FORM OF CONTRACT  17. Force Majeure			<b>GCC 17.1.(a) Definition is modified and added in SCC 17.1.(a) as below:</b>  For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, pandemic or other industrial action confiscation or any other action by Government agencies.	

SI No	Clause Reference	Existing	Modified/ to be read as
5.	PART II Section 8. Conditions of Contract and Contract Forms Time-Based Form of Contract STANDARD FORM OF CONTRACT 50.1 Mode of Billing and Payment /SCC	SCC/ 51.b : Deleted	<b>51.b in SCC shall be read as below:</b>  <i>Itemized Invoices.</i> As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 49 and GCC 50 for such interval. Each invoice shall show remuneration and reimbursable expenses separately.



← Additional State Project Director  
Assam Inland Water Transport Development Society



## ANNEXURE - II

Sl. No.	Reference	Description of the RFP requiring Clarification	Clarification Required / Changes Requested	Reply to Bidder query
<b>Bidder 1</b>				
1	Clause 21.1, Datasheet, Part A, Mandatory Criteria, Sl. No.3	The firm should have completed in last 5 years ending on 01.01.2022 at least 5 (five) similar consultancy service in any sector in Externally aided Projects.  Documentation requirement - Contract Completion certificate or Contract documents along with proof of final payment.	Request to relax the requirement for supporting document as for international projects as documents such as completion certificates are not readily available.	Contract documents along with proof of final payment may be provided
2	Clause 21.1, Datasheet, Part B, Evaluation Criteria, Sl. No.1	Technical/Experience Aspects: i) Minimum 5 similar assignment in External aided project executed in the last 5 years ending on 01.01.2022 - 3 points. 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	<ul style="list-style-type: none"> <li>Kindly consider projects executed in last 10 years.</li> <li>Please clarify if in addition to minimum 5 similar assignment, if more than three projects are provided, will additional marks be assigned?</li> </ul>	<ul style="list-style-type: none"> <li>Please refer to Corrigendum-I</li> <li>No additional marks for more than three projects.</li> </ul>
2	Section 3. Technical Proposal – Standard Forms, Page 45	Tech Schedules	Please provide the page limit for Tech Schedules	There is no page limit. However, brevity in the proposal is expected.
3	Section 7. Terms of Reference, page, Section 1.6, page 77		Please confirm the budget for the PMC services	Bidder is advice to quote based on their own costing.
4	Section 7. Terms of Reference, The proposed General Consultant team, 86-88		<p>1. For the key experts, in the qualification please allow flexibility for Equivalent educational qualifications as there are multiple academic qualifications which can meet the similar requirements. This will allow to bring in most suitable expert</p> <p>2. Please also indicate the non key experts requirements.</p> <p>3. There is also requirement for project planner who can monitor the programme schedules</p>	<p>1. Please refer to Corrigendum-I</p> <p>2&amp;3. Consultant may add any expert, if required based on their proposed methodology.</p>
5	Key Performance Indicator: Review & Comments on Sets of Drawing/Design ( for the first time)	Review & Comments on Sets of Drawing/Design ( for the first time) – 2 days	This timeline is very tight. Some designs/drawings for major structures would require more time. Please increase this to 5 days	No Change
6	SCCSCC, Pge 128		The SCC does not define the payment terms. Please confirm if this is Time Based contract with monthly billing of staff inputs and direct costs?	Please refer to Corrigendum-I
7	KPI, Pg-89	Maximum time of deliverables and Penalty	Maximum deliverable time is too short for quality output. Request to revisit and revise the deliverable timeline	No Change

			upwards. Further, since there is ceiling of total person-months, request to delete penalty provision.	
8	Section 8 Contract Art. 17	Force Majeure	In view of Covid-19 pandemic and recent threat of Omicron, request to consider the pandemic/endemic in force majeure.	Please refer to Corrigendum-I
9	Section 8 Contract Art 19.1.6	Upon termination of this Contract, the Client shall Pay the Consultant the following: (a) remuneration for Services satisfactorily performed prior to the effective date of termination, other expenses, provisional sums, and contingency fore expenditures actually incurred prior to the effective date of termination;	We understand upon termination the Client will pay for the Services which are also under work in progress. Please confirm.	Please refer to Contract condition
10	Section 8 Contract Art 23.1, Liability, page 128	Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.  In SC only liability on property damage is capped.	Since the law does not define the quantum of liability, this implies unlimited liability which we understand is not the intent of the Client. Hence we request to confirm the Consultant's aggregate liability including all claims shall be limited to the contract price or fee paid to the Consultant. Also, the Consultant shall not be liable for any indirect or consequential loss.	Please refer to SCC provision 23.1
11	Section 8 Contract Art 24.1	The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client,	We have umbrella professional indemnity insurance at company level on terms and conditions which are reasonable and agreed with our insurers. Since our terms and conditions have commercially sensitive information, we will not be able to share our policy terms and conditions with the Client for approval. We shall take out and maintain insurance policy with reasonable terms agreed with our insurers, provided that it is available at commercially reasonable rate and terms in London market. Request to confirm.	Please refer to SCC provision 24.1
12	Section 8 SCC Art 24.1 (b)	Third Party motor vehicle liability insurance under The Motor Vehicles Act, 1988 (as amended from time to time) in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-Consultants, with a minimum coverage of in accordance with the applicable law in the Client's country for the duration of consulting assignment period;	The Consultant will hire vehicles having required motor vehicle liability insurance taken out and maintained by the owner of vehicles. The Consultant will not take out and maintain motor vehicle liability insurance. Please confirm.	Please refer to SCC provision 24.1
13	Section 8 Contract Art 25.2	Inspection and Auditing	We have noted this clause survives termination of the Contract. We request Client to consider inspection of Consultant's accounts and records is carried out within 6 months of the expiry or termination of the contract. Due to confidentiality requirement we also request to consider third party signs non-disclosure agreement with us for access to our accounts and records. Please	Please refer to RFB documents.



14	Section 8 Contract Art. 50.1 (c)	The Client shall pay the Consultant's invoices within 60 days after the receipt by the Client of the itemized invoices and supporting documents.	confirm. Request to consider payment within 30 days from the receipt of invoice for the Consultant to manage its cash flow efficiently.	No Change
15	Section 8 SCC Art. 54	Dispute Resolution	Request to consider 1 Arbitrator instead of 3 Arbitrators as stated in the SCC, which will be very expensive for the Consultant. Further, request to change the place of arbitration from Guwahati to Delhi for logistical convenience.	Please refer to SCC provision
16	TECH-7	Code of conduct of expert form	Kindly provide the format	Please use Consultant's own format
17	Time extension	We would request for 3 weeks extension from the date of issue Prebid responses		No Change
<b>Bidder 2</b>				
1	Page 85-88 of RFP	The proposed General Consultant team should consist of the following minimum personnel.	We request if PMU can share the key outputs for each Key expert designation.	Please refer to ToR
2	Page 89 of RFP	The consultant may include supporting staff in the team as considered appropriate to carry out specific sub-tasks but not to diminish the focus, responsibility and accountability of the Project Manager for day-to-day client interface and all aspects of performance	For Bidding parity, we request if PMU can share the MM allocation for Support staff?	Consultant may add any expert, if required based on their proposed methodology
3	Page 82 of RFP	The GC shall monitor all Disbursement Linked Indicator and develop methodology for achieving targets/goals as stipulated in the Monitoring & Evaluation Plan against the Disbursement Linked Indicator in Project Appraisal Document (PAD)	Please confirm if the role of the GC would be limited to developing the verification protocol for the DLIs and that a separate DLI verification agency would be on-boarded to measure the achievements of the same?	Please refer to ToR. A separate DLI verification agency would be on-boarded
4	Page 89 of RFP	Consultant shall prepare a monthly Task Log indicating Task Assign date and Task Completion date which shall be submitted along the Invoice/Bill	Kindly confirm of Monthly invoicing will be applicable for the assignment?	Please refer to Corrigendum -I
<b>Bidder 3</b>				
1.	Section 2. Instructions to Consultants E. Data Sheet, clause 17.4, page 36	The Proposals must be uploaded on the e-procurement portal specified in ITC 1(m) no later than: Date: 14 <sup>th</sup> March'2022	Request to extend Bid proposal due date by two weeks at least.	No Change
2.	Section 2. Instructions to Consultants E. Data Sheet, clause 21.1, page 38	The firm should have completed in last 5 years ending on 01.01.2022 at least 5 (five) similar consultancy service in any sector in Externally aided Projects.	You are requested to please consider last 10 years instead of 5 years and 3 (three) similar projects instead of 5 projects.	Please refer to Corrigendum -I
			Request you to furnish all the studies which has already been carried out with location of terminals/ number of	Will be shared with the successful bidder subsequently.

3.	General		terminals.	
4.	Skills required underTOR	Type of skills	We believe that on and above the skills given, utility expert, Geotech expert, hydrographic expert, dredging expert, traffic expert, financial expert and logistic expert need to be added to perform the assignment.	Consultant may add any expert, if required based on their proposed methodology
<b>Bidder 4</b>				
1.	As per NIT, it is National competitive bidding. RFP page 13 cl. 6.1: The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank financed projects.	However, Clause: 6.1 allowed participating consultant from eligible countries. Can International firms participate?	For clarification	Yes
2.	As per CI: 21.1, Page-38, 3. Similar assignment" is defined as consultancy works carried out for project management support in Externally Aided Projects.	We understand that this assignment include Infrastructure projects. We request authority to consider Project Management Consultancy, Construction Supervision, Authority/ Independent Engineer equivalentto Project Management Support projects.	For clarification & Consideration	Please refer to Corrigendum -I
3.	RFP page 48 FORM TECH-2(FOR FULL TECHNICAL PROPOSAL ONLY) B - Consultant's Experience 1. List only previous si	The years of previous similar assignments successfully completed is not mentioned. We request client to consider previous similar assignments successfully completed in the 10 years	For consideration	Please refer to Corrigendum-I. List only previous similar assignments successfully completed in the last 10 years ending on 01.01.2022
4.	Page 66, Appendix A of Financial Negotiation Breakdown of Remuneration rates CI.1.3 At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to	As the salary documents are confidential property of the firm and they are usually required under the CQS format. Given that, this RFP is a QCBS format, it is requested that the requirement of providing Sample Form, latest pay slips of the Experts listed and substantiation of the Expert's man- month rate from the audited financials of the Consultant be waived of.	For Consideration	Appendix A of Financial Negotiation Breakdown of Remuneration rates is not applicable

	substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. Further, as part of the proposal page 68 (b), the Consultant should "attach the true copies of the latest pay slips of the Experts listed".			
5.	<b>RFP page 80 of Terms of reference Objective of the Assignment</b> D. Contract Implementation and Monitoring: AIWTD Society has already awarded several contracts related to Construction various vessels, Construction of Terminals, Various consultancy services. The General consultants will assist contract implementation and monitoring of already awarded contracts and contracts in the offing, and recommends steps to avoid/minimize potential delays.	We request client to provide the list of such awarded contracts to assess the quantum of work.	For Consideration	Will be shared with the successful bidder subsequently.
6.	<b>RFP page 80 of Terms of reference Objective of the Assignment</b> <b>H. Build PMU capacity:</b> Periodically assess capacity building needs of AIWTD/PMU for effective implementation of the	The detail for such Transfer of knowledge program is not given in ToR. We understand that expenditure for such type of services will be borne by client. We also request client to give the number of persons will participate.	For Clarification and consideration	Cost of Capacity building/training program to be conducted in the PMU shall be borne by the Consultant.



	project. As applicable, provide capacity building/training to address weaknesses, as well as suggesting external training options.			
7.	RFP page 57 FORM TECH-6 (CONTINUED) CURRICULUM VITAE (CV)	We understand that the scanned signature of Expert on CV shall be considered.	For clarification & Consideration	Please refer to RFB
8.	RFP page 84 <b>Administrative Arrangements</b> On its part, AIWTDS/PMU shall provide the General Consultant with workstation(s) at the head office at Guwahati and also at regional offices.	We understand that client will provide office space to consultant at free of cost for workstation(s) at the head office at Guwahati and also at regional offices.	For clarification & consideration	AIWTDS/PMU shall provide the General Consultant with office space at the head office at Guwahati
9.	<b>General:</b> The Payment terms are not available.	We request client to kindly provide the terms of payment to the consultant.	For consideration	Please refer to Corrigendum-I
<b>Bidder 5</b>				
1.	Section 2. Instructions to Consultants E. Data Sheet Clause 14.1.2, Page 33 of 190	Estimated input of Key Experts' time-input: 86 person-months.	May request AIWTDS to kindly provide the estimated Man- months of each Key Experts required for executing the assignment. Please accept.	Please refer to ToR.
2.	Section 2. Instructions to Consultants E. Data Sheet Clause 21.1, Page 37 of 190	Part A: Mandatory Criteria Criteria 3: The firm should have completed in <b>last 5 years</b> ending on 01.01.2022 atleast <b>5(five)</b> similar consultancy service in any sector in Externally aided Projects.	May request AIWTDS to kindly extend the 5-years limit for submission of similar assignments to 10-years and reduce the required number of eligible assignments from 5 to 3 as below: "Criteria 3: The firm should have completed in <b>last 10 years</b> ending on 01.01.2022 atleast <b>3 (Three)</b> similar consultancy service in any sector in Externally aided Projects." Please accept.	Please refer to corrigendum-I
3.	Section 2. Instructions to Consultants E. Data Sheet Clause	Part B: Evaluation Criteria Technical/Experience Aspects: i) Minimum <b>5</b> similar assignment in External aided project executed in the <b>last 5 years</b> ending on 01.01.2022 - 3 points.	May request AIWTDS to kindly extend the 5-years limit for submission of similar assignments to 10-years and reduce the required number of eligible assignments from 5 to 3 as below:	Please refer to corrigendum-I

	21.1, Page 38 of 190	For each additional assignment over and above minimum requirement and subject to maximum of 3 (Three) similar assignments executed in the <b>last 5 years</b> ending on 01.01.2022 : 2 point for each additional assignment.	<p>"i) Minimum 3 similar assignment in External aided project executed in the <b>last 10 years</b> 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 <b>last 10 years</b> ending on 01.01.2022 : 2 point for each additional assignment."</p> <p>Please accept.</p>	
4.	Form Tech-2 (For Full Technical Proposal only)  Consultant's Organization and Experience	<p>B - Consultant's Experience</p> <p>1. List only previous similar assignments successfully completed in the last [.....] years.</p>	Client is request to consider consultancy services completed inthe last 10 years. Please consider.	Please refer to corrigendum-I
5.	Section 2. Instructions to Consultants E. Data Sheet Clause 27.1, Page 43 of 190	<p>Expected date and address for contract negotiations: Date: 12th April'2022 Address: Office of Assam IWT Development Society, Ulubari, Guwahati-7</p>	May request AIWTDS to kindly clarify that the contract negotiation shall be for number of experts or estimated man- months or scope of works or financial quotation. Please clarify.	Please refer to provision of GCC 27 & 28
6.	<p>Section 3. Technical Proposal – Standard Forms Form Tech -3 Page 50 of 190</p> <p>Form Tech -4 Page 51 of 190</p> <p>Form Tech -4 Page 52 of 190</p>	<p>FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)</p> <p>A - On the Terms of Reference B - On Counterpart Staff and Facilities</p> <p>FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)</p> <p>a) Technical Approach and Methodology b) Work Plan c) Organization and Staffing}</p> <p>FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)</p> <p>a) Technical Approach, Methodology and Organization of the Consultant's team b) Work Plan and Staffing c) Comments (on the TOR and on counterpart staff andfacilities)</p>	May request AIWTDS to kindly confirm the correct Form and details to be submitted as part of Technical proposal.	Consultant needs to submit Full Technical Proposal
7.	Section 7. Terms of Reference Objective of the assignment Page 80 of 190	J. Legal Opinion: Assist the AIWTDS/PMU in providing legal opinion and drafting legal communication as and when required.	It is assumed 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 the extended to representation of AIWTDS in front of any authority. Kindly confirm.	Clause No. J is self-explanatory.



8.	Section 7. Terms of Reference Tasks Page 82 of 190	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.	It is assumed 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.
9.	Section 7. Terms of Reference Administrative Arrangements, Page 84 of 190	... 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).	It is assumed that, if it required to travel outside the project site as in case required for liaison with World Bank's Task, same shall be reimbursed on actuals. Kindly confirm.	Form Fin-4 is to quote for reimbursable amount.
10.	Section 7. Terms of Reference Conflicts of Interest, Page 84 of 190	Following the award of the General Consultant contract, neither the General Consultant nor any of the General Consultant's staff or company affiliates, shall participate in any role or form whatsoever, either on their own behalf or in a consortium arrangement, in any subsequent Assam Inland Water Transport project tender; nor be party to or participate (other than in its capacity as General Consultant) in the performance of any contract awarded under the project.	May request AIWTDS to kindly confirm that the existing consultants of AIWTDS providing consultancies in other projects of similar nature are eligible or not-eligible to submit this bid.  Kindly confirm.	Please refer to GCC provision 21.1.3
11.	III. Special Conditions of Contract Clause 13.1 Page 128 of 190	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
12.	Sr. no. 46.: Mode of Billing and Payment, Page no.-171	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
13.	Sr. No. 47 ; Remuneration and Reimbursable Expenses, Page no.-119	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...	It is assumed the 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
14.	Section 7. Terms of Reference  Skills Required; Page 84 –	Project Manager (1) - Key Professional  Qualification/ Experience:	Client is requested to revise the qualification criteria as following.  Engineer/Commerce graduate plus Master	Please refer to Corrigendum-I



	85 of RFP	<ul style="list-style-type: none"> <li>Engineer/Commerce graduate plus Master in Business administration/Economics</li> </ul>	<p>in Business administration/Economics/<b>Masters in Engineering</b></p> <p>Please consider.</p>	
15.	Section 7. Terms of Reference  Skills Required; Page 84 – 85 of RFP	<p>Project Manager (1) - Key Professional</p> <p>Qualification/ Experience:</p> <ul style="list-style-type: none"> <li><b><u>Working experience in at least two countries</u></b></li> </ul>	<p>Client is request to delete this experience requirement. Please consider.</p>	Please refer to Corrigendum-I
16.	Section 7. Terms of Reference  Skills Required; Page 86 of RFP	<p>Terminal planning / Port infrastructure specialist (1) - Key Professional</p> <p>Qualification/ Experience:</p> <ul style="list-style-type: none"> <li><b><u>Working experience in at least two countries</u></b></li> </ul>	<p>Client is request to delete this experience requirement. Please consider.</p>	Please refer to Corrigendum-I
17.	Section 2. Instructions to Consultants E. Data Sheet  17.4; Page 36 of RFP	<p>The Proposals must be uploaded on the e-procurement portal specified in ITC 1(m) no later than: Date: 14<sup>th</sup> March'2022 Time: 14 00 hours (Local time)</p>	<p>We understand that proposal is to be submitted only through e- procurement portal. No hard copy of the proposal needs to be submitted. Kindly confirm.</p> <p>Client is requested to keep the date of proposal submission at least 30 days after the release of pre-bid clarifications. Please consider.</p>	<p>No hard copy is required to submit otherwise specifically mentioned in the RFB.</p> <p>No extension is RFP submission date.</p>
<b>Bidder 6</b>				
1	<b>21.1 Part A Mandatory Criteria</b>  ToR Page 38 of 190	<p>Similar assignment" is defined as consultancy works carried out for project management support in Externally Aided Projects.</p>	<p>Externally Aided projects include projects funded by World Bank, Asian Development Bank (ADB), GIZ etc. Please confirm if our understanding is correct and please add to this list if any other Externally Aided Agencies are also applicable.</p>	<p>Externally Aided projects include projects funded by multilateral/bilateral agencies, funding of which is obtained by the Department of Economic Affairs in the Ministry of Finance, Government of India</p>
2	<b>Form Tech 7</b>  ToR Page 59 of 190	<p>FORM TECH-7 (for FULL TECHNICAL PROPOSAL ONLY)</p> <p>CODE OF CONDUCT FOR EXPERTS FORM</p>	<p>Please provide a template for Tech-7 Code of Conduct form</p>	Please use Consultant's own format
3	<b>Objective of the Assignment</b>  C. Design workflow for AIWTDS/PMU  ToR Page 79 of 190	<p>C. Design workflow for AIWTDS/PMU: Review the AIWTDS/PMU structure and design productive workflow for AIWTDS/PMU that can support efficient delivery of the mandate, within the project completion timeline. In addition, the General Consultant will design workflow and support the PMU to develop Concept Notes and TORs for the activities outlined under AIWTP, track progress on "real time basis" using mobile application and geo-</p>	<p>General Consultant (GC) is expected to track the project progress on "real time basis" using mobile application and geo-tagged.</p> <p>Please clarify if GC is expected to develop the mobile application/tool/dashboard for monitoring.</p>	<p>Consultant does not require to develop any mobile application. However, Consultant shall, track progress on "real time basis" using mobile application in case such application is provided by AIWTDS.</p>

		tagged, and provide periodic updates, including advance information on potential delays and recommendations / proactive steps to avoid/minimize delays																																						
4	Financial Proposal	The financial proposal is proposed to be a lumpsum quote	The proposed scope of work / structure of the proposed assignment is GC. As the scope of work could evolve during the duration of the contract, overall effort cannot be envisaged during the bidding stage. While the RFP gives the maximum man-months, however, during the execution, the man-months of the proposed experts/personnel may increase. Accordingly, the RFP/contract shall have the flexibility for payment based on actual effort rather than upfront fixed man-months.	Please refer to para 5 of Letter of Invitation Consulting Services in which it is mentioned "Section 8 - Standard Forms of Contract (Time-Based )"																																				
5	Form Tech 7  Page 89 of 190  Key Performance Indicator:	<p>Although GCC 20.1 of the contract stipulates the "Standard of Performance" for the GC in terms of performing the services, however, to bring more objectivity, following Key Performance Indicator in terms of maximum delivery time against a few tasks are mentioned as below</p> <table><thead><tr><th>Task Description</th><th>Maximum delivery time (in mandays)</th></tr></thead><tbody><tr><td>Review &amp; Comments on any Report ( for the first time)</td><td>5</td></tr><tr><td>Subsequent Review and Comments</td><td>1</td></tr></tbody></table> <table><thead><tr><th>Task Description</th><th>Maximum delivery time (in man days)</th></tr></thead><tbody><tr><td>Review &amp; Comments on Sets of Drawing/Design ( for the first time)</td><td>2</td></tr><tr><td>Subsequent Review and Comments</td><td>1</td></tr><tr><td>Preparation of ToR &amp; RFP/RFB/RFQ documents</td><td>3</td></tr><tr><td>Subsequent Modification on ToR &amp; RFP/RFB/RFQ documents</td><td>1</td></tr><tr><td>Preparation of Bid Evaluation Report after evaluation of Bids/Proposal</td><td>7</td></tr><tr><td>Subsequent Revision in Bid Evaluation Report</td><td>1</td></tr></tbody></table>	Task Description	Maximum delivery time (in mandays)	Review & Comments on any Report ( for the first time)	5	Subsequent Review and Comments	1	Task Description	Maximum delivery time (in man days)	Review & Comments on Sets of Drawing/Design ( for the first time)	2	Subsequent Review and Comments	1	Preparation of ToR & RFP/RFB/RFQ documents	3	Subsequent Modification on ToR & RFP/RFB/RFQ documents	1	Preparation of Bid Evaluation Report after evaluation of Bids/Proposal	7	Subsequent Revision in Bid Evaluation Report	1	<p>The current timelines/KPIs for various tasks is highly aggressive and unrealistic in most cases. These tasks would require detailed review, analysis, assessment including requiring consultations and coordination between various experts. Accordingly, we request Authority to update the same as follows:</p> <table><thead><tr><th>Task Description</th><th>Maximum delivery time (in man days)</th></tr></thead><tbody><tr><td>Review &amp; Comments on any Report ( for the first time)</td><td>20</td></tr><tr><td>Subsequent Review and Comments</td><td>5</td></tr><tr><td>Review &amp; Comments on Sets of Drawing/Design ( for the first time)</td><td>30</td></tr><tr><td>Subsequent Review and Comments</td><td>15</td></tr><tr><td>Preparation of ToR &amp; RFP/RFB/RFQ documents</td><td>15</td></tr><tr><td>Subsequent Modification on ToR &amp; RFP/RFB/RFQ documents</td><td>5</td></tr><tr><td>Preparation of Bid Evaluation Report after evaluation of Bids/Proposal</td><td>15</td></tr></tbody></table>	Task Description	Maximum delivery time (in man days)	Review & Comments on any Report ( for the first time)	20	Subsequent Review and Comments	5	Review & Comments on Sets of Drawing/Design ( for the first time)	30	Subsequent Review and Comments	15	Preparation of ToR & RFP/RFB/RFQ documents	15	Subsequent Modification on ToR & RFP/RFB/RFQ documents	5	Preparation of Bid Evaluation Report after evaluation of Bids/Proposal	15	Please Refer to RFB/ToR.
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6	Qualification Requirements	<p>Requirements of Project Manager</p> <ul style="list-style-type: none"><li>• Engineer/Commerce graduate plus Master in Business administration/Economics</li><li>• Minimum 15 years of business consulting experience in managing and coordinating delivery of large transport (preferably marine/water transport) infrastructure projects.</li><li>• Having worked with reputed management consulting firms. Working experience in at least two countries</li></ul>	<p>Given the specific role of the Project Manager, we believe that:</p> <ol style="list-style-type: none"><li>1) Experts having masters/PG in Engineering, Architecture, Planning would also be relevant as many experts with such PG undertake similar projects</li><li>2) Experience in international countries would not be relevant as engagement would require knowledge (technical and others) for India.</li></ol> <p>Accordingly, we request the following criteria to be considered:</p> <ul style="list-style-type: none"><li>• Engineer/Architecture/Commerce/Planning graduate plus Master in Business administration/ Economics/ Engineering/ Architecture/Planning</li><li>• Minimum 15 years of business consulting experience in managing and coordinating delivery of large transport (preferably marine/water transport) infrastructure projects. Having worked with reputed management consulting firms.</li></ul>	Please refer to Corrigendum I																						
7	Qualification Requirements	Requirements of Transport Planning Specialist:	We believe that experience of transport planning at any regional level would be relevant. Additionally, expertise	Please Refer to RFB/ToR.																						



		<ul style="list-style-type: none"> <li>Working Experience in preparation of Comprehensive Transport plan for any State of India.</li> <li>Experience of working in passenger transport in urban areas</li> <li>Working experience for Business planning for a transport sector for a state</li> </ul>	<p>of transport planners is generally transport planning and not business planning, and accordingly we request that requirement of preparation of business plan be removed. Accordingly, we request the following criteria to be considered</p> <ul style="list-style-type: none"> <li>Working Experience in preparation of Comprehensive Transport plan for any City or State of India.</li> <li>Experience of working in passenger transport in urban areas</li> </ul>	
8	<b>Terms of Reference</b>	The proposed maximum man-months if 86 months	<p>The proposed duration of the contract is till 31<sup>st</sup> December 2024. Considering that the appointment of the GC would be within first half of 2022, the GC would be for more than 30 months. We believe that during the course of the project manager would be needed full time. Additionally, with number of experts being required, then total man-months of 86 is on the lower side and should be increased – to at-least 120</p>	In the RFP/ToR minimum man month is mentioned. Consultant may add any additional man-month, if required based on their proposed methodology
	<b>General Conditions of Contract</b>  <b>Force Majeure</b>  <b>ToR Page 104 of 190</b>		<p>Please include following under <b>Force Majeure</b>:</p> <p>It is recommended to add below clause to under Force Majeure to facilitate remote working:</p> <p>(i) To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.</p> <p>Where the Consultant's Personnel are required to be present at Client's premises, the bidder will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent</p> <p>(i) any government or similar entity implements restrictions that may interfere with provision of</p>	Please refer to Corrigendum -I

			onsiteServices. (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or an consultant determines that he or she is unableor unwilling to travel in light of a pandemic-related risk.	
10	General Conditions of Contract  Termination by the Consultant  ToR Page 107 of 190		Kindly include the following in the contract:  The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to Client if the bidder reasonably determinethat the bidder can no longer provide the Services in accordance with applicable law or professional obligations.	Please refer to RFP
11	General Conditions ofContract  22. Confidentiality ToR Page 107 of 190		Please include the following:  <b>Confidentiality</b>  "Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by thereceiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."	Please refer to RFP
12	General Conditions ofContract		Kindly include the following under <b>ProprietaryRights of the Client in Reports and Records</b> :	Please refer to RFP

	<p>27. Proprietary Rights of the Client in Reports and Records</p> <p>ToR Page 107 of 190</p>		<p>The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the bidder owns in performing the Services.</p> <p>Notwithstanding the delivery of any Reports, the Consultant will retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the bidder will compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.</p>																						
Bidder 7																									
1	<p>21.1 Part B. Evaluation Criteria</p>	<p>III. Key Experts' Qualifications and Competence for the Assignment</p> <table><tr><th colspan="3">Sub Criteria &amp; Percentage Weights for Key Experts</th></tr><tr><td>1</td><td>General and additional higher qualifications (education, training, certifications etc.) as specified for each key expert position in TOR.</td><td>10%</td></tr><tr><td>2</td><td>Adequacy for the Assignment (relevant experience in the sector/similar assignments) as specified for each key expert position in TOR.</td><td>80%</td></tr><tr><td>3</td><td>Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture, administrative system, and state government) for each key expert in TOR</td><td>10%</td></tr></table>	Sub Criteria & Percentage Weights for Key Experts			1	General and additional higher qualifications (education, training, certifications etc.) as specified for each key expert position in TOR.	10%	2	Adequacy for the Assignment (relevant experience in the sector/similar assignments) as specified for each key expert position in TOR.	80%	3	Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture, administrative system, and state government) for each key expert in TOR	10%	<p>Based on the tasks defined for different Expert Positions, it would be challenging to identify all the individual experts with specific experience in the project region. We understand that relevant experience in the water transport sector and related inputs across different regions and geographies should be given more weightage.</p> <p>Accordingly, we believe that AIWTDS should endeavour to qualify experts that will provide it the best possible output and whose rich experience may be derived from executing similar projects across different regions/geographies. Thus, relevant experience in the region should be made preferable in nature with no marks assigned for that.</p> <p>We request AIWTDS to modify the requirements as below:</p> <table><tr><th colspan="3">Sub Criteria &amp; Percentage Weights for Key Experts</th></tr><tr><td>1</td><td>General and additional higher qualifications (education, training, certifications etc.) as specified for each key expert position in TOR.</td><td>15%</td></tr><tr><td>2</td><td>Adequacy for the Assignment (relevant experience in the sector/similar assignments) as specified for each key</td><td>85%</td></tr></table>	Sub Criteria & Percentage Weights for Key Experts			1	General and additional higher qualifications (education, training, certifications etc.) as specified for each key expert position in TOR.	15%	2	Adequacy for the Assignment (relevant experience in the sector/similar assignments) as specified for each key	85%	<p>Please refer to RFP</p>
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			<table><tr><td></td><td>expert position in TOR.</td><td></td></tr><tr><td>3</td><td>Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture, administrative system, and state government) for each key expert in TOR is preferable.</td><td>0%</td></tr></table>		expert position in TOR.		3	Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture, administrative system, and state government) for each key expert in TOR is preferable.	0%											
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2	21.1 Part A. Mandatory Criteria	<p>The firm should have completed in last 5 years ending on 01.01.2022 at least 5 (five) similar consultancy service in any sector in Externally aided Projects.</p> <p>"Similar assignment" is defined as consultancy works carried out for project management support in Externally Aided Projects.</p>	<p>We understand that the focus is to evaluate the Consultant's experience of working on Project Management related assignments which involves handholding support in execution / implementation of contracts, day to day activities, monitoring, performance management, among others.</p> <p>Typically, such engagement span across 2-3 years given the nature of work / activities involved. Accordingly, we request AIWTDS to also allow for Ongoing Projects in addition to Completed Projects of similar nature.</p>	Please refer to Corrigendum -I																
3	Section 7. Terms of Reference	<p><b>Duration of Services</b></p> <p>The anticipated duration of the Assignment is Upto 31st December'2024, commencing from the date of award of contract</p>	We request AIWTDS to specify the duration in terms of exact number of months, which will help the Consultants in estimating the efforts in a more accurate manner.	Expected date contract negotiation and duration of services are mentioned in the RFP. Based on these information consultant may arrive at the required information.																
4	Section 7. Terms of Reference	<table><tr><th colspan="4">Skills Required (Page 86)</th></tr><tr><th>Title</th><th>Qualification / Experience</th><th>Skills</th><th>Expected Man-months</th></tr><tr><td>Terminal planning / Port infrastructure specialist (1)</td><td><p>Post- graduate civil engineering/ Architecture degree</p><p>An expert with minimum of 10 years of experience in terminal planning and design.</p><p>Working experience in at least two countries</p></td><td><p>Good knowledge of national and international best practices in terminal layout planning and design and execution (preferably passenger ferry terminals and services, with experience in mixed-use/ cargo terminals to incorporate</p></td><td>6*</td></tr></table>	Skills Required (Page 86)				Title	Qualification / Experience	Skills	Expected Man-months	Terminal planning / Port infrastructure specialist (1)	<p>Post- graduate civil engineering/ Architecture degree</p> <p>An expert with minimum of 10 years of experience in terminal planning and design.</p> <p>Working experience in at least two countries</p>	<p>Good knowledge of national and international best practices in terminal layout planning and design and execution (preferably passenger ferry terminals and services, with experience in mixed-use/ cargo terminals to incorporate</p>	6*	<p>Based on the tasks defined for the position of Terminal planning / Port infrastructure specialist (1), we understand that the expert will be responsible for reviewing reports prepared by contractors hired by AIWTDS for construction of vessels, terminals, etc. and thus, would require knowledge based on experience of working on similar terminal layout planning and design aspects.</p> <p>Accordingly, we believe that AIWTDS should endeavour to qualify experts that will provide it the best possible output and whose rich experience may be derived from executing similar projects rather than sector qualification. Hence, we request AIWTDS to amend the clause as follows:</p> <table><tr><th>Title</th><th>Qualification / Experience</th><th>Skills</th><th>Expected Man-</th></tr></table>	Title	Qualification / Experience	Skills	Expected Man-	Please refer to RFP and corrigendum-I
Skills Required (Page 86)																				
Title	Qualification / Experience	Skills	Expected Man-months																	
Terminal planning / Port infrastructure specialist (1)	<p>Post- graduate civil engineering/ Architecture degree</p> <p>An expert with minimum of 10 years of experience in terminal planning and design.</p> <p>Working experience in at least two countries</p>	<p>Good knowledge of national and international best practices in terminal layout planning and design and execution (preferably passenger ferry terminals and services, with experience in mixed-use/ cargo terminals to incorporate</p>	6*																	
Title	Qualification / Experience	Skills	Expected Man-																	

			future development operations)				months	
					Terminal planning /Port infrastruct ure specialist (1)	<b>Post-graduate degree</b>  An expert with minimum of 10 years of experience in terminal planning and design.  Working experience in at least two countries	Good knowledge of national and international best practices in terminal layout planning and design and execution (preferably passenger ferry terminals and services, with experience in mixed-use/ cargo terminals to incorporate future development of cargo operations)	6*



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Section 7. Terms of Reference

Skills Required (Page 87)

Title	Qualification / Experience	Skills	Expected Man-months
Project Monitoring and Evaluation Expert(1)	Graduation in Civil Engineering/ Architecture with Master degree in business administration / project management or relevant field. Minimum 8 years of experience in working with reputed consultancy firm  Experience in managing transport projects is preferable	Good knowledge of project planning, monitoring and management technique  Experience in designing tools/templates for monitoring and evaluation of Project.  Excellent analytical and report writing skills	*15

Based on the tasks defined for the position of Project Monitoring and Evaluation Expert, we understand that the expert will be responsible for project planning and monitoring activities and thus, would require knowledge based on experience of working on similar aspects.

Accordingly, we believe that AIWTDS should endeavour to qualify experts that will provide it the best possible output and whose rich experience may be derived from executing similar projects rather than sector qualification.

Hence, we request AIWTDS to amend the clause as follows:

Title	Qualification / Experience	Skills	Expected Man-months
Project Monitoring and Evaluation Expert (1)	<b>Post Graduate Degree</b>  Minimum 8 years of experience in working with reputed consultancy firm  Experience in managing transport projects is preferable	Good knowledge of project planning, monitoring and management technique  Experience in designing tools/templates for monitoring and evaluation of Project.  Excellent analytical and report writing skills	Project Monitoring and Evaluation Expert (1)

Please refer to RFP

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Section 7. Terms of Reference

Skills Required (Page 88)

Title	Qualification Experience /	Skills	Expected Man-months
Communication and community engagement expert	Post-graduate in Journalism/ Mass Communications/ Social Science or related subject. At least 7 years of experience in managing IEC and Communication functions in public/reputed private sector agency(ies) at leadership position.	Experience in managing IEC campaigns including development of Communication Strategy in any Govt./public sector projects.	6*

Based on the tasks defined for the position of 'Communication and community engagement expert', we understand that the expert will be responsible for developing communication methods / strategy for discussions within the organization as well as the third-party contractors and would require similar experience in govt/public sector projections rather than any specific qualification.

Accordingly, we believe that AIWTDS should endeavour to qualify experts that will provide it the best possible output and whose rich experience may be derived from executing similar projects rather than sector qualification.

Hence, we request AIWTDS to amend the Clause as follows:

Title	Qualification Experience /	Skills	Expected Man-months
Communication and community engagement expert	<b>Post- graduate in any field</b>  At least 7 years of experience in managing IEC and Communication functions in public /reputed private sector agency(ies) at leadership position.	Experience in managing IEC campaigns including development of Communication Strategy in any Govt./public sector projects.	6*

Please refer to RFP



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# Section 7. Terms of Reference

## Key Performance Indicator

Task Description	Maximum Delivery Time (in man days)
Review & Comments on any Report (for the first time)	5
Subsequent Review and Comments	1
Review & Comments on Sets of Drawing/Design (for the first time)	2
Subsequent Review and Comments	1
Preparation of ToR & RFP/RFB/RFQ documents	3
Subsequent Modification on ToR & RFP/RFB/RFQ documents	1
Preparation of Bid Evaluation Report after evaluation of Bids/Proposal	7
Subsequent Revision in Bid Evaluation Report	1
Preparation of Replies to bidders queries and Corrigendum	2
Providing Legal Opinion	2
Providing draft of Legal Communication	1
Preparation of Draft Contract	2
Submission of Any M & E Report/Presentation/MoM	1

The above-mentioned table does not contain the exhaustive list of tasks to be performed by GC as mentioned in the ToR. Timely performance of other tasks will be evaluated taking the basis of the above-mentioned tasks. Consultant shall prepare a monthly Task Log indicating Task Assign date and Task Completion date which shall be submitted along the Invoice/Bill.

## Penalty due to delay in delivery

In case consultant fail to perform the assigned task within the "maximum delivery time" allowed for the task, **the Man Day Rate shall not be applicable for the Key Professional beyond the permissible "maximum delivery time"**. In certain cases, employer shall extend the "maximum delivery time" suo moto or at the request of the Consultant, as the case may be.

The maximum delivery time for a task depends on the nature and complexity of task at hand. Given the nature of Project Management Support which involves multiple activities, such timelines are difficult to be defined, especially for certain tasks such as review of reports prepared by third party contractors and coordination thereon, workshops (if any), assessing capacity building needs, entire tendering process, project monitoring, preparation of progress reports, etc. Thus, defining the task wise specific number of days at this stage might not be correct. Hence, we request AIWTDS to have periodic discussions with the selected General Consultant on completion plan for such deliverables, rather than defining the same at RFP stage.

Please refer to RFP

Bidder 8						
1	Eligibility of applicant				Clause 6.1 of ITC mentions that consultants from all countries are permitted to offer consulting services for bank financed project. Section 5 Eligible Countries also mentions that no countries are excluded from selection. However, tender notice states that this is a National Open Competitive Bidding Process. Kindly confirm whether foreign consultancy firms or firms registered outside India are eligible to participate in the bid.	Any foreign consultancy firms or firms registered outside India are eligible to Participate in the bid.
2	RFP Section 21.1 Part A: Mandatory Criteria	S. No:	Criteria	Documents Required	In case international firms are allowed to participate in the bid, kindly clarify following:  1). Can international firms submitted documents supporting their business as per laws and procedure of their respective countries ?  2). What should be the currency exchange rate for converting foreign currency into INR for the purpose of meeting annual average turnover criteria ?	1. Yes  2. Exchange rate declared by SBI on the date of issuance of Financial reports.
		1.	The firm should be in business for atleast last five years ending on 01.01.2022	Registration certificate, Copies of PAN, TAN and GST registration		
		2.	The firm 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	Statutory Audit report or Chartered Account Certificate.		
		3.	The firm should have completed in last 5 year sending on 01.01.2022atleast 5(five) similar consultancy service in any sector in Externally aided Projects.  "Similar assignment" is defined as consultancy works carried out for project management support in Externally Aided Projects.	Contract Completion certificate or Contract documents along with proof of final payment.		



3	RFP Section 21.1 Part A: MandatoryCriteria	3	The firm should have completed in last 5 years ending on 01.01.2022 at least 5 similar consultancy service in any sector in Externally aided Projects.  "Similar assignment" is defined as consultancy works carried out for project management support in <b>Externally Aided</b> projects	Contract Completion certificate or Contract documents along with proof of final payment	Please clarify whether any type of "Externally Aided Projects" are acceptable for fulfilling mandatory criteria Part A as well as forevaluation criteria Part B.  Please also clarify whether ongoing projects will be allowed for Mandatory as well as evaluation criteria.	Please refer to RFP & Corrigendum-I
4	RFP Section 21.1 Part B Evaluation Criteria	IV: Transfer of knowledge (training) program (relevance of approach and methodology)			We understand that bidder under this criteria is supposed to submit a work plan demonstrating schedule and types of training to be imparted to PMU / Employer personnel. Please let us know if our understanding is correct.	Yes
5	List of key personnel on page 85of RFP	Title No.	Qualification/ Experience	Skills	We request to allow post-graduation in engineering as educational qualification.  Also, please clarify whether "working experience in at least two countries" means "working experience of projects in at least two countries".	Please refer to corrigendum-I
		Project Manager (1) Key Professional	Engineer/Commerce graduate plus Master in Business administration/Economics  Minimum 15years of business consulting experience in managing and coordinating delivery of large transport (preferably marine/water transport) infrastructure projects.  Having worked with reputed management consulting firms.  Working experience in at least two countries	<ul style="list-style-type: none"><li>• Good knowledge of project planning, procurement, monitoring and management techniques;</li><li>• Good knowledge of water transport sector and services and relevant policies</li><li>• Infrastructure costing and pricing techniques and</li><li>• Excellent analytical and report writing skills</li><li>• Management, interpersonal and communication skills, both with stake holders and contractors, to ensure integrated</li></ul>		

				implementation of the project. <ul style="list-style-type: none"><li>• Leadership, interpersonal and communication skills, both with stakeholders and contractors</li><li>• Practical skills in risk anticipation, trouble-shooting and problem solving</li></ul>			
6	List of key personnel on page 85 of RFP	Terminal Planning / Port Infrastructure Specialist (1) Key Professional	Post-graduate civil engineering/ Architecture degree  An expert with minimum of 10 years of experience in terminal planning and design.  Working experience in at least two countries	Good knowledge of national and international best practices in terminal layout planning and design and execution (preferably passenger ferry terminals and services, with experience in mixed-use/ cargo terminals to incorporate future development of cargo operations)	6*	Please clarify whether experience of terminal planning specialist includes only IWT projects or it includes sea port terminals also.	Includes sea port terminals also.
7	List of key personnel on page 85 of RFP	Environmental Specialist (1) Key Professional	Post-graduate degree in environmental engg/environmental sciences/environmental policy/ planning/ or related field  Minimum 10 years of relevant experience	Experience in conducting Environmental Impact Assessments as well as implementation / monitoring of environmental management plans for infrastructure projects, including in water or IWT related infrastructure Proven knowledge of and past experience with World Bank environmental safeguard policies and ESHS guidelines	6*	We request to allow experience of working on sea port terminals also.  Also please clarify whether "past experience with World Bank environmental safeguard policies and ESHS guidelines" is mandatory criteria for Environmental Specialist.	Experience of working on seaport terminals also allowed  Yes, it is a is mandatory



8	List of key personnel on page 85		Please clarify whether "expected man months" include man months spent by key personnel in his/her home office also.	Please refer to RFP/ToR
9	RFP Section 7 Terms of Reference Section D on page 82	Manage, monitor and supervise project progress: GC shall assist AIWTDS/PMU in managing, monitoring, supervising and expediting the progress of the individual components under the project implementation plan as a whole, resolve issues and initiate corrective action when needed. 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.	Please let us know the locations where key personnel are to be deployed in addition to AIWTDS head office. Also, expected duration of such deployment also needs to be known so that necessary considerations can be taken in preparing work plan and project schedule.	Key personnel of GC are to be primarily deployed in AIWTDS head office. On certain occasion for very small period personnel of GC may need visit site/other offices.
<b>Bidder 9</b>				
1	Cl. 4(b), Letter of Invitation Last date and time for submission of Bid	Last date and time for submission of Bid: 14.03.2022 at 1400 hrs	We request you to kindly extend the date of submission of Proposal to <b>three (3) weeks</b> from the date of issuance of response to clarifications raised during the pre-bid meeting. This would entail the Bidders to submit a quality Proposal.	No Change
2	Cl. 10.1, Bid Data Sheet, Section 2, Pg. 31  TECH-7: Code of Conduct	TECH-7 Code of Conduct: The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Functional Area Experts (FAEs), to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice. In addition, the Consultant shall submit an outline of how this Code of Conduct will be implemented. The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award	We understand that the requirement for submission of this Form is for those contracts which involve construction supervision of civil works and thus shall not be applicable to these services provided by the General Consultant. Please confirm.	Please refer to RFP.
3	Cl. 12.9, ITC, Section 1, Pg. 17, Cl. 21.1, Bid Data Sheet, Section 2, Pg. 40 & Cl. 1.6(H), Terms of Reference, Section 7, Pg. 83  Sub-contracting	<b>Cl. 12.9, ITC, Section 1</b> The Consultant shall not subcontract the whole of the Services. <b>Cl. 21.1, Bid Data Sheet, Section 2</b> Legal Expert <b>Cl. 1.6 (H), Terms of Reference, Section 7</b> Legal Opinion: Assist the AIWTDS/PMU in providing legal opinion and drafting legal communication as and when required.	We request you to kindly withdraw the requirement of deploying Legal Expert for providing legal opinion & drafting of legal communication as it requires specific expertise which may not be available with majority of the Bidders. In case of no, we request you to allow Bidders to engage a Sub-consultant.	Please refer to RFP.
4	Cl. 16.1, ITC, Section 1, Pg. 18, Cl. 16.1, Bid Data Sheet, Section 2, Pg. 34 & Cl. 1.6, Terms of Reference, Section 7, Pg. 84	<b>Cl. 16.1, ITC, Section 1</b> The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet	1. We understand that furnished office accommodation including overheads and back up support (including electricity) shall be provided by your office, free of cost, to the Consultant. However, the costs towards communication, IT infrastructure, report production (including printing), local travel by the staff for coming	1. AIWTDS/PMU shall provide the General Consultant with office space at the head office at Guwahati free of cost.  2. Consultant may quote the

	Reimbursable Expenses	<p><b>Cl. 16.1, Bid Data Sheet, Section 2</b></p> <p>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</p> <p>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) cost of office accommodation, including overheads and back-stop support;</p> <p>(4) communications costs;</p> <p>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</p> <p>(6) cost of reports production (including printing) and delivering to the Client;</p> <p>(7) other allowances where applicable and provisional or fixed sums (if any)]</p> <p>(8) cost of organizing/conducting any stake holder meet, training etc.</p> <p><b>Cl. 1.6, Terms of Reference, Section 7</b></p> <p><b>Administrative Arrangements:</b> On its part, AIWTDS/PMU shall provide the General Consultant with workstation(s) at the head office at Guwahati and also at regional offices. The GC shall otherwise be responsible for all their own secretarial, clerical, IT, report production and communication expenses. However, the employer shall reserve the right to depute / attach its own staff with the GC with the intention to assist and in the process build capacity of the staff.</p>	<p>to the head office of AIWTDS including attending any meeting locally with stakeholders and any domestic travel to project site(s) shall be reimbursed by AIWTDS to the Consultant on actual basis and on production of proof of expenditure made. Please confirm.</p> <p>2. We also understand that the Consultant will be required to undertake site visits from time to time during the duration of the Service. Since the location of project sites are unknown and also the number of visits to be taken up &amp; their time duration cannot be ascertained at this stage, it is suggested that the expenses borne on this account may be reimbursed on actual basis on production of required receipts / documents etc. This will also avoid wide variation in the bids because of various assumptions which will be considered by the Bidders. We request you to kindly accept the same.</p> <p>Else, request you to please provide the location and number of site visits for the purposes of preparation of the Financial Proposal.</p>	reimbursable cost in Form Fin-4.												
5	Cl. 21.1, Bid Data Sheet, Section 2, Pg. 37 Mandatory Criteria	<p><b>Cl. 21.1, Bid Data Sheet, Section 2</b></p> <p><b>Part A: Mandatory Criteria</b></p> <table><tr><th>S. No.</th><th>Criteria</th><th>Documents Required</th></tr><tr><td>1.</td><td>The firm should be in business for atleast last five years ending on 01.01.2022</td><td>Registration certificate, Copies of PAN, TAN and GST registration</td></tr></table>	S. No.	Criteria	Documents Required	1.	The firm should be in business for atleast last five years ending on 01.01.2022	Registration certificate, Copies of PAN, TAN and GST registration	<p>We request you to kindly consider the following suggestion:</p> <table><tr><th>S. No.</th><th>Criteria</th><th>Documents Required</th></tr><tr><td>1.</td><td>The firm should be in business for atleast last Fifteen years ending on 01.01.2022</td><td>Registration certificate and <u><b>copies of PAN &amp; GST registration certificates</b></u></td></tr></table>	S. No.	Criteria	Documents Required	1.	The firm should be in business for atleast last Fifteen years ending on 01.01.2022	Registration certificate and <u><b>copies of PAN &amp; GST registration certificates</b></u>	Please refer to RFP & Corrigendum-I.
S. No.	Criteria	Documents Required														
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6	Cl. 21.1, Bid Data Sheet, Section 2, Pg. 38	<p><b>Cl. 21.1, Bid Data Sheet, Section 2</b></p>	<p>We request you to kindly consider the following suggestion:</p>	Please refer to RFP & Corrigendum-I.												



	Mandatory Criteria	<table><tr><th colspan="3">Part A: Mandatory Criteria</th></tr><tr><th>S. No.</th><th>Criteria</th><th>Documents Required</th></tr><tr><td>1.</td><td>The firm should have completed in last 5 years ending on 01.01.2022 at least 5(five) similar consultancy service in any sector in Externally aided Projects.  "Similar assignment" is defined as consultancy works carried out for project management support in Externally Aided Projects.</td><td>Contract Completion certificate or Contract documents along with proof of final payment</td></tr></table>	Part A: Mandatory Criteria			S. No.	Criteria	Documents Required	1.	The firm should have completed in last 5 years ending on 01.01.2022 at least 5(five) similar consultancy service in any sector in Externally aided Projects.  "Similar assignment" is defined as consultancy works carried out for project management support in Externally Aided Projects.	Contract Completion certificate or Contract documents along with proof of final payment	<table><tr><th>S. No.</th><th>Criteria</th><th>Documents Required</th></tr><tr><td>3.</td><td>The firm should have completed in last <u>7</u> years ending on 01.01.2022 at least 5(five) similar consultancy service in any <u>infrastructure</u> sector with <u>Central / State Government Departments / PSUs / Externally aided funding agencies.</u>  <u>"Similar assignment" is defined as consultancy works carried out for project management / project monitoring support in infrastructure sector.</u></td><td>Contract Completion certificate or Contract documents along with proof of final payment <u>or statutory auditor / chartered accountant certificate"</u></td></tr></table>	S. No.	Criteria	Documents Required	3.	The firm should have completed in last <u>7</u> years ending on 01.01.2022 at least 5(five) similar consultancy service in any <u>infrastructure</u> sector with <u>Central / State Government Departments / PSUs / Externally aided funding agencies.</u>  <u>"Similar assignment" is defined as consultancy works carried out for project management / project monitoring support in infrastructure sector.</u>	Contract Completion certificate or Contract documents along with proof of final payment <u>or statutory auditor / chartered accountant certificate"</u>				
Part A: Mandatory Criteria																						
S. No.	Criteria	Documents Required																				
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7	Cl. 21.1, Bid Data Sheet, Section 2, Pg. 38-39  Evaluation Criteria	<table><tr><th colspan="3">Cl. 21.1, Bid Data Sheet, Section 2</th></tr><tr><th colspan="3">Part B: Evaluation Criteria</th></tr><tr><th>S. No.</th><th>Evaluation Criteria</th><th>Points</th></tr><tr><td>I</td><td><b>Technical/Experience Aspects:</b>  i) Minimum 5 similar assignment in External aided project executed in the last 5 years ending on 01.01.2022 - 3 points.  For each additional assignment over and above minimum requirement and subject to maximum of 3 (three) similar assignments executed in the last 5 year sending on 01.01.2022 : 2 point for each additional assignment  "Similar assignment" is defined as consultancy works carried out for</td><td>9</td></tr></table>	Cl. 21.1, Bid Data Sheet, Section 2			Part B: Evaluation Criteria			S. No.	Evaluation Criteria	Points	I	<b>Technical/Experience Aspects:</b>  i) Minimum 5 similar assignment in External aided project executed in the last 5 years ending on 01.01.2022 - 3 points.  For each additional assignment over and above minimum requirement and subject to maximum of 3 (three) similar assignments executed in the last 5 year sending on 01.01.2022 : 2 point for each additional assignment  "Similar assignment" is defined as consultancy works carried out for	9	<p>Considering the complexity of the project and the high level of technical expertise required for delivery of the output, we suggest that preference and priority may be given to those Bidders who have specific experience in the inland waterways transportation sector so as to ensure that projects are delivered both in time and with good quality. Towards this end, we request you to kindly consider the following suggestion:</p> <table><tr><th>S. No.</th><th>Evaluation Criteria</th><th>Points</th></tr><tr><td>I</td><td><b><u>Technical/Experience Aspects</u></b>  i) Minimum 5 similar assignments in any <u>infrastructure</u> sector with <u>Central / State Government Departments / PSUs/ Externally aided funding agencies</u> executed in the last <u>7</u> years ending on 01.01.2022 - 3 points.  For each additional assignment</td><td>9</td></tr></table>	S. No.	Evaluation Criteria	Points	I	<b><u>Technical/Experience Aspects</u></b>  i) Minimum 5 similar assignments in any <u>infrastructure</u> sector with <u>Central / State Government Departments / PSUs/ Externally aided funding agencies</u> executed in the last <u>7</u> years ending on 01.01.2022 - 3 points.  For each additional assignment	9	Please refer to RFP & Corrigendum-I.
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		<table><tr><td>project management support in Externally Aided Projects.</td><td></td></tr></table>	project management support in Externally Aided Projects.			<p>over and above minimum requirement and subject to maximum of 3 (three) similar assignments executed in the last 7 year sending on 01.01.2022: <b>1 point</b> for each additional assignment</p> <p><u>Preference will be given to those Bidders who have executed similar assignments / undertaken studies / perspective plans in the IWT sector and subject to maximum of 3 (three) such assignments in the last 7 years ending on 01.01.2022:1 point for each additional assignment</u></p> <p><u>"Similar assignment" is defined as consultancy works carried out for project management / project monitoring support in infrastructure sector</u></p>	
project management support in Externally Aided Projects.							
8	Cl. 1.6, Terms of Reference, Section 7, Pg. 79-80  Objective of the Assignment	<p>A reputed consulting firm with national and international experts experienced in managing and developing projects in the maritime transport sector (preferably inland water transport) is required to provide efficient and effective assistance as 'General Consultant(GC)' to the employer on planning, managing, procuring, supervising and monitoring of all</p> <p>project related activities, in turn improving the employer's project management capacity. The GC will make efforts to ensure that the Assam IWT project is implemented on schedule in a satisfactory manner to the required standards within budget.</p>	We understand that international experts would not be required basis the scope of Services envisaged under the RFP document. Please confirm.	Please refer to RFP & Corrigendum-I.			
9	Cl. 1.6, Terms of Reference, Section 7, Pg. 79-80  Design workflow for AIWTDS/PMU	Review the AIWTDS/PMU structure and design productive workflow for AIWTDS/PMU that can support efficient delivery of the mandate, within the project completion timeline. In addition, the General Consultant will design workflow and support the PMU to develop Concept Notes and TORs for the activities outlined under AIWTP, track progress on "real time basis" using mobile application and geo-tagged, and provide periodic updates, including advance information on potential delays and recommendations / proactive steps to avoid/minimize delays	<p>Regarding "track progress on "real time basis" using mobile application and geo-tagged", request you to please clarify if the Consultant is required to develop such an application under this project.</p> <p>In case of development and implementation of the system, suitable domain experts with supporting team and detailed scope would be required to be included in Proposal and request you to please provide the details in the Terms of</p>	Consultant does not require to develop any mobile application. However, Consultant shall, track progress on "real time basis" using mobile application in case such application is provided by AIWTDS			

			Reference.	
10	<p>Cl. 1.6, Terms of Reference, Section 7, Pg. 80</p> <p>Contract Implementation and Monitoring &amp;</p> <p>Manage, monitor and supervise project progress</p>	<p><b>Contract Implementation and Monitoring:</b></p> <p>AIWTDS Society has already awarded several contract related to Construction various vessels, Construction of Terminals, Various consultancy service. The General consultants will assist contract implementation and monitoring of already awarded contracts and contracts in the offing, and recommend steps to avoid/minimize potential delays</p> <p><b>Manage, monitor and supervise project progress:</b></p> <p>Assist AIWTDS/PMU in managing, monitoring, supervising and expediting the progress of the individual project components, Disbursement Linked Indicators (DLI) in accordance with agreed project implementation plan. Prepare information dashboard to periodically appraise the employer of project progress and existing/anticipated issues that need to be resolved for successful and timely implementation of project, within budget. Assist AIWTDS/PMU in monitoring the implementation of project's social safeguard instruments such as the Social Management Framework-cum-Resettlement Policy Framework and site-specific ESMPs.</p>	<p>We understand that the scope of services does not include site construction supervision and day-to-day monitoring of the project including proof checking of designs / detailed engineering drawings and cost. Please confirm.</p>	<p>Please refer to ToR which is self-explanatory</p>
11	<p>Cl. 1.6, Terms of Reference, Section 7, Pg. 80</p> <p>Manage, monitor and supervise project progress</p>	<p>Assist AIWTDS/PMU in managing, monitoring, supervising and expediting the progress of the individual project components, Disbursement Linked Indicators(DLI) in accordance with agreed project implementation plan. Prepare <b>information dashboard</b> to periodically appraise the employer of project progress and existing/anticipated issues that need to be resolved for successful and timely implementation of project, within budget. Assist AIWTDS/PMU in monitoring the implementation of project's social safeguard instruments such as the Social Management Framework-cum-Resettlement Policy Framework and site-specific ESMPs.</p>	<p>We understand that the Consultant shall prepare excel based dashboards for monitoring the project progress. Please confirm.</p>	<p>Up to the Consultant so as to accomplish the task specified in the ToR.</p>
12	<p>Cl. 1.6, Terms of Reference, Section 7, Pg. 81</p> <p>A. Procure</p>	<p><b>Procure:</b> The General Consultant will, on behalf of and under the guidance of Directorate of IWT Assam(DIWTa)and AIWTDS/PMU, <b>manage</b> the procurement of consultancy services, Non-consultancy Service, goods and works associated with each component of the project.</p> <p>AIWTDS/PMU is responsible for its procurements. Tender Evaluation Committees shall be nominated by AIWTDS/PMU and conducted in accordance with relevant requirements under Indian Law and AIWTDS/PMU procedures. <b>However, the General Consultant shall on behalf of and reporting to the employer, manage the overall</b></p>	<p>We understand that the Consultant shall only provide advisory services and necessary assistance &amp; support to AIWTDS/PMU in the tendering process and shall not be responsible for managing &amp; obtaining the clearances. Please confirm.</p>	<p>Consultant is not require to obtain the clearances.</p>



		tendering process including but not limited to drafting and obtaining necessary clearances of tender documentation, publishing notices seeking expressions of interest, assisting AIWTDS/PMU to determine qualifying companies, issuing invitations to tender, acting as secretariat to Tender Evaluation Committees, drafting of Tender Evaluation Reports and preparing draft contract documentation for AIWTDS/PMU.		
13	Cl. 1.6, Terms of Reference, Section 7, Pg. 81  Review of project studies/Report	The General Consultant will, on behalf of and under the guidance of the employer, provide support to the AIWTDS/PMU with respect to review of all reports submitted by other consultants engaged by employer, reports submitted by other stakeholders including but not limited to technical report, investment preparation studies, Asset Management Report, Report on Overall Transport Policy of Assam, Environmental and Social Safeguard Studies, commercial, financial, Media Management. <b>General Consultant will coordinate</b> and timely share/exchange information and documents among consultants hired by the employer, to ensure consistency in all interrelated studies Advise the PMU on their adequacy as per their TORs and applicable national and World Bank standards, and provide suggestions for improvement.	We understand that the Consultant shall only provide necessary assistance and support to AIWTDS/PMU in coordination for timely exchange of information / documents from consultants. Please confirm.	Please refer to ToR which is self-explanatory
14	Cl. 1.6, Terms of Reference, Section 7, Pg. 81  Design workflow for AIWTDS/PMU	This would involve establishing mechanisms for efficient organization work culture involving information flow processes, document management, record keeping, file tracking system, review meetings, time control, internal feedback mechanism, grievance redress mechanism etc. Together with identification of day-to-day tasks and processes, the <b>GC would also identify the right set of people or resources needed for performance of those tasks that are necessary to accomplish project goals.</b>	We understand that the Consultant shall only provide necessary assistance and support to AIWTDS/PMU in identification of skills and capabilities for performance of the tasks. The identification of right set of people or resources would be undertaken by AIWTDS. Please confirm.	Please refer to ToR which is self-explanatory.
15	Cl. 1.6, Terms of Reference, Section 7, Pg. 82  Manage, monitor and supervise project progress	GC shall assist AIWTDS/PMU in managing, monitoring, supervising and expediting the progress of the individual components under the project implementation plan as a whole, resolve issues and initiate corrective action when needed. 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.	Request you to kindly clarify on site construction supervision and day-to-day monitoring of the project including proof checking of designs / detailed engineering drawings and cost estimates is required to be undertaken. It is requested that review of design be considered in lieu of "review and audit".  We request you to kindly provide the numbers of regional level offices and the team required therein for the purposes of these services. Please confirm.	Please refer to ToR which is self-explanatory
16	Cl. 1.6, Terms of Reference, Section 7, Pg. 85	<b>Project Manager:</b> Engineer/Commerce graduate plus Master in Business administration/Economics	We request you to kindly consider the following suggestion:  <b><i>"Project Manager: Engineer/Commerce graduate plus Post Graduate Diploma/Master in Business</i></b>	Please refer the RFP & Corrigendum-I



	Skills Required		<u>administration/ Economics/ Project Management/ Construction Management</u>	
17	Cl. 1.6, Terms of Reference, Section 7, Pg. 86 Skills Required	<b>Transport Planning Specialist</b> <ul style="list-style-type: none"> <li>Post graduate degree in Architecture/ Planning/ Engineering or in relevant streams</li> <li>An expert with minimum of 15 years of experience in Transport Planning for a state</li> <li>Working Experience in preparation of Comprehensive Transport plan for any State of India.</li> <li>Experience of working in passenger transport in urban areas</li> <li>Working experience for Business planning for a transport sector for a state</li> </ul>	We request you to kindly consider the following suggestion: <b>"Transport Planning Specialist</b> <ul style="list-style-type: none"> <li>Post Graduate degree in Architecture/ Planning/ Engineering/ <u>Business Administration</u> or in relevant streams</li> <li>An expert with <u>minimum of 15 years of experience out of which minimum 5 years of experience in traffic &amp; logistics in the transport sector</u></li> <li><u>Working experience in passenger/ cargo /logistics assessment or studies in the transport sector"</u></li> </ul>	Please refer the RFP & Corrigendum-I
18	Cl. 1.6, Terms of Reference, Section 7, Pg. 85 Skills Required	<b>Procurement &amp; Contract Management Specialist</b> <ul style="list-style-type: none"> <li>Engineering/MBA</li> <li>Minimum 10 years of experience in procurement of goods, works and consultancy services</li> <li>Experience in managing transport projects is preferable.</li> <li>Must have direct experience of applying the World Bank's or other donor Procurement policies and guidelines and be able to reference examples of such experience</li> </ul>	We request you to kindly consider the following suggestion: <b>"Procurement &amp; Contract Management Specialist</b> <ul style="list-style-type: none"> <li>Engineering/MBA/<u>Post Graduate Diploma in Project Management/Construction Management</u></li> <li>Minimum <u>5</u> years of experience in procurement of goods, works and consultancy services / <u>contract management in infrastructure projects</u></li> <li>Experience in managing transport projects is preferable"</li> </ul>	Please refer to the RFP.
19	Cl. 1.6, Terms of Reference, Section 7, Pg. 87 Skills Required	<b>Project Monitoring &amp; Evaluation Expert</b> <ul style="list-style-type: none"> <li>Graduation in Civil Engineering /Architecture with Master degree in business administration / project management or relevant field</li> <li>Minimum 8 years of experience in working with reputed consultancy firm</li> <li>Experience in managing transport projects is preferable</li> </ul>	We request you to kindly consider the following suggestion: <b>"Project Monitoring &amp; Evaluation Expert</b> <ul style="list-style-type: none"> <li>Graduation in Civil Engineering /Architecture with Master degree in business administration / project management / <u>construction management</u> or relevant field</li> <li>Minimum <u>5</u> years of experience in <u>project management / project monitoring related aspects in the infrastructure sector"</u></li> </ul>	Please refer to the RFP
20	Cl. 1.6, Terms of Reference, Section 7, Pg. 88	<b>Regulatory and institutional expert:</b> <ul style="list-style-type: none"> <li>At least 20 years experience in institutional reorganization and</li> </ul>	We request you to kindly consider the following suggestion:	Please refer to the RFP

	Skills Required	<p>reforms</p> <ul style="list-style-type: none"> <li>Experience in Water Transport System</li> </ul>	<p><b><i>“Regulatory and institutional expert</i></b></p> <ul style="list-style-type: none"> <li><i>Minimum <u>7</u> years of experience in <u>institutional reorganization and reforms</u></i></li> <li><i><u>Experience of working with Government departments</u>”</i></li> </ul>	
21	Cl. 1.6, Terms of Reference, Section 7, Pg. 88 Skills Required	<b>Communication and community engagement expert:</b> At least 7 years of experience in managing IEC and Communication functions in public/reputed private sector agency(ies) at leadership position.	<p>We request you to kindly consider the following suggestion:</p> <p><b><i>“Communication and community engagement expert: At least <u>5</u> years of experience in managing IEC and Communication functions / <u>preparing marketing plans/communication plans &amp; strategies</u> in public/reputed private sector agency(ies)”</i></b></p>	Please refer to the RFP
22	Cl. 1.6, Terms of Reference, Section 7, Pg. 89 Key Performance Indicators – Penalty due to delay in delivery	In case consultant fail to perform the assigned task within the “maximum delivery time” allowed for the task, the Man Day Rate shall not be applicable for the Key Professional beyond the permissible “maximum delivery time”. In certain cases, employer shall extend the “maximum delivery time” suo moto or at the request of the Consultant, as the case may be.	There may be circumstances that, at one point of time, the Key Expert(s) may be required to work on multiple sub-tasks within a specific task, as shall be assigned by AIWTDS from time to time during the execution of the Services. It will thus not be feasible for the Key Experts to foresee the quantum of workload. We thus request you to kindly withdraw this clause.	Please refer to the RFP
23	Section 7, Skills Required, Terms of Reference Deployment of Resources / Staffing	The proposed General Consultant team should consist of the following minimum personnel. This is to clarify that only key professionals will be considered for technical proposal evaluation, however CVs of all the proposed professionals/experts should be provided along with technical proposal.	We request you that in the event there are any circumstances that reasonably restrict travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising there from would be imposed on us under the Contract.	Please refer to the RFP & Corrigendum-I.
24	Cl. 50.1 (b), GCC, Section 8, Pg. 121 & Cl. 50.1 (b), SCC, Section 8, Pg. 131 Mode of Billing and Payment	<b>Cl. 50.1 (b), GCC, Section 8</b> The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 49 and GCC 50 for such interval, or any other period indicated in the SCC.	We understand that the Consultant shall submit monthly invoices, not later than 15 days after the end of each calendar month, in accordance with clause 50.1 (b) of the General Conditions of Contract. Please confirm.	Please refer to the RFP & Corrigendum-I.



		<p>Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.</p> <p><b>Cl. 50.1 (b), SCC, Section 8</b></p> <p>Deleted</p>		
25	<p>Cl. 50.1 (b), GCC, Section 8, Pg. 121</p> <p>Mode of Billing and Payment</p>	<p>The Client shall pay the Consultant's invoices within Sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant the Client may add or subtract the difference from any subsequent payments.</p>	<p>We request you to kindly reduce the time period to 30 (thirty) days, after receipt by AIWTDS of the itemized invoices from the Consultant.</p>	<p>Please refer to the RFP &amp; Corrigendum-I.</p>
26	<p>Cl. 23.1, GCC, Section 8, Pg. 111 &amp; Cl. 23.1, SCC, Section 8, Pg. 128</p> <p>Limitation of Liability</p>	<p><b>Cl. 23.1, GCC, Section 8</b></p> <p>Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.</p> <p><b>Cl. 23.1, SCC, Section 8</b></p> <p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(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:</p> <p>(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;</p> <p>(b) This limitation of liability shall not</p> <p>(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>	<p>We request you to kindly:</p> <ol style="list-style-type: none"> <li>1. limit Consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice.</li> <li>2. consider including the following language: <p><i>"Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</i></p> </li> <li>3. delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited</li> </ol>	<p>Limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations</p>



27	Cl. 22, GCC, Section 8, Pg. 110 Confidentiality Obligations	Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public there commendations formulated in the course of, or as a result of, the Services.	We request you to kindly allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For e.g. if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of the following clause:  <i>"Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."</i>	Please refer to the RFP.
28	Cl. 22, GCC, Section 8, Pg. 110 Confidentiality Obligations	Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public there commendations formulated in the course of, or as a result of, the Services.	We request you to kindly consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. We therefore request you to kindly include the following clause:  <i>"Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes."</i>	Please refer to the RFP.
29	Cl. 22, GCC, Section 8, Pg. 110 Confidentiality Obligations	Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public there commendations formulated in the course of, or as a result of, the Services.	We request you to kindly reduce the survival period of confidentiality obligations to one (1) year post expiry or termination.	Please refer to the RFP.
30	Cl. 3, ITC, Pg. 11-12 & Cl. 21,	<b>Cl. 3, ITC, Section 1</b>	We wish to highlight that we are a large organization	Please refer to the RFP.

	GCC, Section 8, Pg. 109-110 Conflict of Interests	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.</p> <p><b>Cl. 21, GCC, Section 8</b></p> <p>The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p>	providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	
31	Cl. 27.1 & 27.2, GCC, Section 8, Pg. 111-112 Proprietary Rights of the Client in Reports and Records	<p>27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p> <p>27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.</p>	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.</p> <p><i>"Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."</i></p>	Please refer to the RFP. AIWTDS agrees that Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc
32	Cl. 24.1, GCC, Section 8, Pg. 111 & Cl. 24.1, SCC, Section	<p><b>Cl. 24.1, GCC, Section 8</b></p> <p>The Consultant (i) shall take out and maintain, and shall cause any</p>	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this engagement	Refer to the RFP.




	8, Pg. 128-129 Insurance	<p>Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.</p> <p><b>Cl. 24.1, SCC, Section 8</b></p> <p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of the total ceiling amount of the Contract;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage as per the latest Amended Motor Vehicles Act, India;</p> <p>(c) Third Party liability insurance, with a minimum coverage of in accordance with the applicable law in India;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>	<p>may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this engagement will also be covered under that insurance. We hope that should suffice. We further clarify that due to confidentiality reasons, we do not share the policies or disclose the limits of insurance availed. Please confirm.</p>	
33	<p>Cl. 10.1, GCC, Pg. 103, Cl. 25.1, GCC, Section 8, Pg. 111 &amp; Cl. 2.2 (e), Attachment 1</p> <p>Accounting, Inspection and Auditing</p>	<p><b>Cl. 10.1, GCC, Section 8</b></p> <p>The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the GCC.</p> <p><b>Cl. 25, GCC, Section 8</b></p> <p>25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will</p>	<p>We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.</p>	Refer to the RFP.



		<p>clearly identify relevant time changes and costs.</p> <p>25.2 Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its Subcontractors' and sub consultants' attention is drawn to Clause GCC 10.1(Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p>		
34	<p>Cl. 22, GCC, Pg. 110 &amp; Cl. 25.1, GCC, Section 8, Pg. 111</p> <p>Survival obligations</p>	<p><b>Cl. 22, GCC, Section 8</b></p> <p>Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p> <p><b>Cl. 25, GCC, Section 8</b></p> <p>25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.</p> <p>25.2 Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its Subcontractors' and sub consultants' attention is drawn to Clause GCC 10.1(Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p>	<p>We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract.</p>	<p>Refer to the RFP.</p>

35	General Third Party Disclaimer		We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	As per the provision of GCC/SCC of the Contract.
36	General Confidentiality Obligations		Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request you to kindly allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	As per the provision of GCC/SCC of the Contract.
37	General Acceptance Criteria		<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you to kindly incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p><i>"Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."</i></p>	As per the provision of GCC/SCC of the Contract.

  
 Additional State Project Director  
 & Assam IWTD Society