

Corrigendum No.-II

RFB No.IN-IWT-361678-CS-QCBS

Assignment Title:Hiring of Consultancy firm for preparation of Integrated Water Transport Strategy for Assam Inland Water Transport Sector

Clause Reference	Existing			Modified as		
	S. No.	Criteria	Documents Required	S. No.	Criteria	Documents Required
Section 2. Instructions to Consultants and Data Sheet, E. Data Sheet 21.1 Part A: Mandatory Criteria, Sl.No.3	3	The firm should have completed at least 5 (five) projects related to Master Planning/ Business Plan/ DPR/Feasibility Study/ Transport Strategy / in Marine sector related to Ports/ Inland Waterways Projects during the last 5 years (as on the last date of submission) out of which: <ul style="list-style-type: none"> 1(one) should be in the IWT/Marine Sector. 1(one) should be a donor funded project in India in any sector. 	Contract Completion certificate or Contract documents along with proof of final payment.	3	The firm should have completed at least 5 (five) projects related to Master Planning/ Business Plan/ DPR/Feasibility Study/ Transport Strategy / in Marine sector related to Ports/ Inland Waterways Projects during the last 10 years (as on the last date of submission) out of which: <ul style="list-style-type: none"> 1(one) should be in the IWT/Marine Sector. 1(one) should be a donor funded project in India in any sector. 	Contract Completion certificate or Contract documents along with proof of final payment.
Section 2. Instructions to Consultants and Data Sheet, E. Data Sheet 21.1 Part A: Mandatory Criteria, Sl.No.4	The firm should have experiences in providing at least 1 project in Transport Strategy Preparation during the last 5 years (as on the last date of submission).			The firm should have experiences in providing at least 1 project in Transport Strategy Preparation during the last 10 years (as on the last date of submission).		
Section 2. Instructions to Consultants and Data Sheet E. Data Sheet 21.1 Part B: Evaluation Criteria S.no. II	Technical experience Criteria: The firm should have the minimum experience of successfully executing the following during the last 5 years (as on the last date of submission): <ol style="list-style-type: none"> 1) At least 1 project in Strategy Document preparation for Port or IWT - 5 Points (Additional 5 marks for additional assignment(s). Subjected to maximum 15 marks) 2) At least 1 project in Strategy Document preparation for any Transportation Sector - 5 Points 3) At least 1 project in Master Planning for Port or IWT - 5 Points 4) At least 1 project in Business Plan for Port or IWT - 5 Points 5) At least 1 project in DPR/ Feasibility Study for Port or IWT - 5 Points 			Technical experience Criteria: The firm should have the minimum experience of successfully executing the following during the last 10 years (as on the last date of submission): <ol style="list-style-type: none"> 1) At least 1 project in Strategy Document preparation for Port or IWT - 5 Points (Additional 5 marks for additional assignment(s). Subjected to maximum 15 marks) 2) At least 1 project in Strategy Document preparation for any Transportation Sector - 5 Points 3) At least 1 project in Master Planning for Port or IWT - 5 Points 4) At least 1 project in Business Plan for Port or IWT - 5 Points 5) At least 1 project in DPR/ Feasibility Study for Port or IWT - 5 Points 		

Clause Reference	Existing	Modified as
	6) At least 1 project in Policy and Legal Framework for Port or IWT or any transportation sector - 5 Points	6) At least 1 project in Policy and Legal Framework for Port or IWT or any transportation sector - 5 Points
Section 2. Instructions to Consultants and Data Sheet E. Data Sheet		Clause ITC 6.3 is inserted at BDS: Joint Venture between a maximum of two firms is allowed. However the JV partner should have the experience of similar assignments.
Section 7. Terms of Reference, 3. Scope of Consultancy , Task 1	“Review State’s climate plan to understand the current level of emissions from Transport sector (including urban transport), future projections in both with and without scenario with an increased focus on transport sector emissions and its recommendations in IWT, Assam. <i>(in case State level transport emission inventory is not available, consultants to prepare a broad level model to assess emissions from different modes including but not limited to road, rail, air and inland water transport of transit for next 20 years for passenger and cargo movement)</i> ”	The clause may be read as: “Review State’s climate plan to understand the current level of emissions from Transport sector (including urban transport), future projections in both with and without scenario with an increased focus on transport sector emissions and its recommendations in IWT, Assam.”
Section 2, ITC, E-Data Sheet Point No. 17.7, 17.9	The Proposals must be submitted no later than: Date: 28th July,2023 Time: 14:00 hours IST	The Proposals must be submitted no later than: Date: 10th August,2023 Time: 14:00 hours IST
Section 2, ITC, E-Data Sheet Point No. 17.7, 17.9	The opening shall take place at: Assam Inland Water Transport Development Society, 3 rd Floor, Directorate of Inland Water Transport, Near Ulubari Flyover, Guwahati-781007, India Date : 28th July,2023 Time: 16:00 hours IST	The opening shall take place at: Assam Inland Water Transport Development Society, 3 rd Floor, Directorate of Inland Water Transport, Near Ulubari Flyover, Guwahati-781007, India Date : 10th August,2023 Time: 16:00 hours IST

(Gaurav Upadhyay, IPS)
State Project Director,
Assam IWTD Society

Minutes of Pre Bid Meeting

Date: 11/07/2023

Tender Reference No. IN-IWT-361678-CS-QCBS

Venue: AIWTD Society Conference Hall

Replies to Pre-Bid Queries for Hiring of Consultancy firm for preparation of Integrated Water Transport Strategy for Assam Inland Water Transport Sector.held on 11/07/2023 at 1:00 PM

Sl. No	Section, subsection and clause in RFP	Existing Clause			Bidders query/Suggestion	AIWTDS Response
1	Section 2. Instructions to Consultants and Data Sheet, E. Data Sheet 21.1 Part A: Mandatory Criteria, Sl.No.3	S No.	Criteria Documents Required	Criteria Documents Required	<p>•Owing to covid related lockdown consulting projects were reduced for a period of around 3 years in the last 5 years therefore it is requested to include eligible projects from the last 10 years as eligible for the Bid. The revised clause may be read as:</p> <p>The firm should have completed at least 5 (five) projects related to Master Planning/ Business Plan/ DPR/Feasibility Study/ Transport Strategy / in Marine sector related to Ports/ Inland Waterways Projects during the last 5 years (as on the last date of submission) out of which:</p> <ul style="list-style-type: none"> • 1(one) should be in the IWT/Marine Sector. • 1(one) should be a donor funded Project in India in any sector. <p>Contract Completion certificate or Contract documents along with proof of final payment.</p> <p>Ongoing projects may also be considered as eligible.</p>	Please refer Corrigendum II
2	Section 2. Instructions to Consultants and Data Sheet E. Data Sheet 21.1 Part B: Evaluation Criteria S.no.II	<p>Technical experience Criteria: The firm should have the minimum experience of successfully executing the following during the last 5 years (as on the last date of submission):</p> <p>1) At least 1 project in Strategy Document preparation for Port or IWT - 5 Points (Additional 5 marks for additional assignment(s). Subjected to maximum 15 marks)</p> <p>2) At least 1 project in Strategy Document preparation for</p>			<p>•We would like to request the inclusion of transactions (public and private) from the port sector executed during the last 10 years to be also considered as eligible:</p> <p>The revised clause may then be read as below:</p> <p>1) At least 1 project in Strategy Document preparation for Port or IWT - 5 Points</p>	Please refer Corrigendum II

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		<p>any Transportation Sector - 5 Points</p> <p>3) At least 1 project in Master Planning for Port or IWT - 5 Points</p> <p>4) At least 1 project in Business Plan for Port or IWT - 5 Points</p> <p>5) At least 1 project in DPR/ Feasibility Study for Port or IWT - 5 Points</p> <p>6) At least 1 project in Policy and Legal Framework for Port or IWT or any transportation sector - 5 Points</p>	<p>(Additional 5 marks for additional assignment(s). Subjected to maximum 15marks); additional marks may also be provisioned for firms that have strategy document preparation experience for the state of Assam.</p> <p>2) At least 1 project in Strategy Document preparation for any Transportation Sector -5 Points</p> <p>3) At least 1 project in Master Planning / Transaction advisory for Port or IWT - 5 Points</p> <p>4) At least 1 project in Business Plan for Port or IWT - 5 Points</p> <p>5) At least 1 project in DPR/ Feasibility Study / Transaction advisory for Port or IWT - 5 Points</p>	
3	Section 7. Terms of Reference Experts Requirement & Eligibility Criteria S.No.1	<p>Team Leader/IWT Strategy Specialist -</p> <ul style="list-style-type: none"> Graduate in Engineering / planning MBA/Master's Degree in relevant field 	<ul style="list-style-type: none"> Kindly request to include educational qualification for Team leader as: Graduate in Engineering / planning / statistics / Graduate in economics / Mathematics 	No Change
4	Additional query	Joint Venture/Consortium	We would like to request the inclusion of JV / Consortium with joint and several liability to be considered as eligible for the bidding purposes since the scope of works entails technical as well strategic functional areas while devising IWT strategy for the Client.	Please refer Corrigendum- II
5	Invitation of Proposals (Procurement Notice), Point no. (d)	Identify various ongoing and proposed projects on rivers (for next 5 years) by international funding, central and state government and any other as applicable.	<p>We request the Authority to kindly define the study stretch for this Assam IWT assessment.</p> <p>We request the Authority to kindly clarify the adjacent statement.</p> <p>Kindly also suggest if the selected consultant is to identify projects from the existing reports/ studies/ etc. carried out under various schemes and umbrella projects or would the selected consultant be responsible to identify new assignments under various international funding agencies, central and state government schemes/grants/ etc.</p>	<p>The stretch is on the river Brahmaputra, Barak and their major tributaries, including National Waterways declared by IWAI in the State of Assam along with major water bodies where IWT service is feasible both for ferry and tourism purpose.</p> <p>Consultant shall identify</p>

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				projects from the existing reports/ studies/ etc. as well as the studies carried out under the assignment.
6	Invitation of Proposals (Procurement Notice), Point no. (e)	Identify the gaps in the existing and propose infrastructure and augmentation plans (if any) with respect to the other infra associated with IWT.	We request the Authority to kindly clarify what is considered within “other infra associated with IWT”	“other infra associated with IWT” means the last mile connectivity and networking integrity etc.
7	Invitation of Proposals (Procurement Notice) , Point no. (f)	Categorize the potential of state AIWT into various sectors/clusters, sub-sectors/sub-clusters and prioritize the projects depending on the potential/ importance. Prepare a high-level Master plan & Business Plan and phasing plan for Assam IWT Sector (from international trade, National trade, state, and regional perspective) along with broad project costing.	We request the Authority to kindly clarify the overall intent indicated the said statement. Kindly also clarify the upper limit to the number of prioritized projects for which the master plans would be prepared and a project phasing plan would have to be indicated.	The intent of the study is planned for identifying the potential of IWT sector in the entire State of Assam.
8	Invitation of Proposals (Procurement Notice), Point no. (g)	Prepare the implementation plan, project structuring, resource planning, regulatory monitoring and plan for company operations based on priority/category of projects.	We request the Authority to clarify what is to be considered for implementation plan, resource plan, plan for company operation, etc. Is the Authority considering PPP in the implementation for the priority projects? Kindly also clarify if the above required plans and structuring requirements would have to be developed for each project/sub-project or the same would have to be prepared for the entire gamut of priority projects as a whole.	The study is to be carried out with the sole purpose of helping the company to generate revenue in a viable and sustainable manner. Implementation via PPP mode may also be considered. Plans and structuring requirements would have to be developed for each project/sub-project identified by the consultant on approval of the authority.
9	Invitation of Proposals (Procurement Notice), Point no.	Prepare a plan for phased implementation of safe, non-polluting and low-carbon vessel operations by Assam IWT sector.	We request the Authority to kindly clarify that if the Authority has already procured the “safe, non-polluting and low-carbon vessels”. If yes, then kindly share details including no. of	Consultant under this assignment is not required to prepare a plan for procurement of vessels.

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Sl. No	Section, subsection and clause in RFP	Existing Clause	Bidders query/Suggestion	AIWTDS Response
	(k)		vessels, type of vessels (passenger ferries/ RoRo vessels), size, etc. If not, then kindly clarify if the selected Consultant under this assignment have to consider procurement of vessels as one of the priority projects and accordingly prepare a plan for procurement and phased implementation of vessel including operations	
10	Invitation of Proposals (Procurement Notice), Point no. (b), page 02 And Clauses 17.7 and 17.9	The Proposals must be submitted no later than: Date: 28th July,2023 Time: 14:00 hours IST	We kindly request the Authority to consider extension of the proposal submission deadline by at least three weeks post publication of the pre-bid responses. This will enable us in preparation of responsive proposal to the RFP requirements and address any subsequent changes post receipt of responses to pre-bid queries.	Refer Corrigendum-II
11	Section 2. Instructions to Consultants - Data Sheet, Clause 11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible Yes	We request the Authority to consider that every expert identified for the assignment should be exclusive for only one proposal and should not be considered in multiple proposals. Therefore, we would request the Authority to modify the response to "No". This would help provide you with the best suited, exclusive team with suitable expertise and experience. This is also to avoid confidentiality challenges for any Consultancy Firm.	No Change
12	Section 2. Instructions to Consultants- Data Sheet, Clause 21.1 Part A: Mandatory Criteria (3)	The firm should have completed at least 5 (five) projects related to Master Planning/ Business Plan/ DPR/Feasibility Study/ Transport Strategy / in Marine sector related to Ports/ Inland Waterways Projects during the last 5 years (as on the last date of submission) out of which: · 1(one) should be in the IWT/Marine Sector. · 1(one) should be a donor funded project in India in any sector. Documents Required: Contract Completion certificate or Contract documents along with proof of final payment.	We would like to highlight that the period of five (05) years stated here falls within the COVID-19 pandemic and assignments within the said period were constrained. Since the pandemic reduced the project efficiency due to lockdowns, we would request the Authority to consider projects within the last 10 years instead of the stated 05years. We would also request the Authority to consider ongoing assignments as the Covid-19 pandemic caused delay in commencement of multiple assignments and lead to extension for the same beyond the stipulated timeline.	Refer Corrigendum-II

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Sl. No	Section, subsection and clause in RFP	Existing Clause	Bidders query/Suggestion	AIWTDS Response
			<p>We would also like to request the Authority to consider Port related Allied services as part of the required sectors as they form an essential part of your freight movement through seaports as well as through inland waterway freight movement connecting it to the hinterland.</p> <p>Further, we request the Authority to consider segregating the requirement of 05 projects to 02 projects in Master Planning/DPR/Pre-feasibility/ Feasibility and 03 Projects on Business Plan/ Strategic Plan/ Transport Strategy / in Maritime sector related to Ports/ Inland Waterways/ and Port related Allied Infrastructure.</p> <p>Also, regarding the supporting documents in favour of project experience, typically certain clients do not prefer to issue such completion certificates either due to confidentiality or other reasons. For instance, IFI's like World Bank and ADB do not publish completion certificates for their projects, they only provide Letter of Intent / Project Contract. Therefore, we kindly request the Authority to also consider Letter of Award / Letter of Acceptance / Work Order / Project Contract / Client's email confirming engagement of the bidder as documentary evidence for the experience claimed in the proposal. Therefore, the suggested clause is as follows:</p> <p>"The firm should have ongoing/ completed at least 05 (Five) projects with atleast 02 projects related to Master Planning/ DPR/Pre-Feasibility/ Feasibility Study and 03 projects on Business Plan/ Strategic Plan/ Transport Strategy / in Maritime sector related to Ports/ Inland Waterways/ and Port related Allied services. Projects during the</p>	

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			<p>last 10 years (as on the last date of submission) out of which:01(one) should be in the IWT/Maritime Sector 01(one) should be a donor funded project in India in any sector.</p> <p>Documentary Support: Letter of Award / Letter of Acceptance / Work Order / Project Contract / Client's email confirming engagement of the bidder / Contract Completion certificate or Contract documents along with proof of final payment."</p>	
13	Section 2. Instructions to Consultants- Data Sheet, Clause 21.1 Part A: Mandatory Criteria (4)	<p>The firm should have experiences in providing at least 1 project in Transport Strategy Preparation during the last 5 years (as on the last date of submission).</p> <p>Documents Required: Contract Completion certificate or Contract documents along with proof of final payment</p>	<p>As requested in Query no. 8 above, we kindly request the Authority to consider ongoing assignments as projects related to formulation of transport strategies, for any government entity, include an implementation phase with a minimum duration of three years. Therefore, the suggested Clause is as follows: "The firm should have experiences in providing at least 1 project in Transport Strategy Preparation during the last 10 years (any ongoing project awarded in last 10 years may also be considered). Documentary Support: Letter of Award / Letter of Acceptance / Work Order / Project Contract / Client's email confirming engagement of the bidder/ Contract Completion certificate or Contract documents along with proof of final payment</p>	Refer Corrigendum-II
14	Section 2. Instructions to Consultants- Data Sheet, Clause 21.1 Part B: Evaluation Criteria (II)	<p>Technical experience Criteria: The firm should have the minimum experience of successfully executing the following during the last 5 years (as on the last date of submission):</p> <ol style="list-style-type: none"> 1) At least 1 project in Strategy Document preparation for Port or IWT- 5 Points (Additional 5 marks for additional assignment(s). Subjected to maximum 15 marks) 2) At least 1 project in Strategy Document preparation for any Transportation Sector - 5 Points 3) At least 1 project in Master Planning for Port or IWT - 5 Points 4) At least 1 project in Business Plan for Port or IWT- 5 	<p>As clarified in Query no.8, we kindly request the Authority to consider the project experience of last 10 years instead of 05 years. As also indicated in the Query No. 9, request the Authority to include ongoing assignments as Strategy/Pre-feasibility/ Feasibility/ Master Planning/ DPR/ assignments usually include a Transaction phase and may also include a project implementation/ handholding phase with a minimum duration of three years. Therefore, we request the Authority to consider the revision of the Technical Experience Criteria as suggested below:</p>	Refer Corrigendum-II

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Sl. No	Section, subsection and clause in RFP	Existing Clause		Bidders query/Suggestion	AIWTDS Response	
		Points 5) At least 1 project in DPR/ Feasibility Study for Port or IWT- 5 Points 6) At least 1 project in Policy and Legal Framework for Port or IWT or any transportation sector - 5 Points		The firm should have the minimum experience of successfully executing the following during the last 10 years (as on the last date of submission, ongoing projects may also be considered): 1) At least 1 project in Strategy Document preparation for Port or IWT or Port related Allied Infrastructure- 5 Points (Additional 5 marks for additional assignment(s). Subjected to maximum 15 marks) 2) At least 1 project in Strategy Document preparation for any Transportation Sector - 5 Points 3) At least 1 project in Master Planning for Port or IWT or Port related Allied Infrastructure- 5 Points 4) At least 1 project in Business Plan for Port or IWT or Port related Allied Infrastructure-5 Points 5) At least 1 project in DPR/ Feasibility Study for Port or IWT or Port related Allied Infrastructure - 5 Points		
15	Section 2. Instructions to Consultants- Data Sheet, Clause 21.1 Part B: Evaluation Criteria (III)	III	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): {Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts} Evaluation Sub Criteria	Maximum Points 15 5 5 25	We understand that more than the technical approach and methodology, the team executing the assignment is essential for delivering such an intricately complex assignment. Therefore, we would request the Authority to consider the suggestion in the following modifications for the criteria on “Maximum Points of the Evaluation sub-criteria” II I Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): {Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the	No change
	A Technical Approach and Methodology B Work Plan C Organisation & Staffing Total Points(Criteria-III)	15 5 5 25	Maximum Points I Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): {Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the			

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Sl. No	Section, subsection and clause in RFP	Existing Clause		Bidders query/Suggestion		AIWTDS Response		
					work plan has right input of Experts}			
	Evaluation Sub Criteria			A	Technical Approach and Methodology	10		
	B	3			C	2		
	C	2			Total Points(Criteria-III)	15		
16	Section 2. Instructions to Consultants - Data Sheet, Clause 21.1 Part B: Evaluation Criteria (IV)	III	Key Experts' qualifications and competence for the Assignment: {Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant. Staffing requirement mentioned in the table below is the minimum requirement for the consultancy assignment. Consultants may add any expert if required based on their proposed methodology. However, any added position shall not be considered for evaluation.}	Maximum Points	We understand that the experts are essential to deliver this intricate complex assignment and therefore we have proposed the following evaluation points related to each expert.	No change		
	Key Experts		Key Experts' qualifications and competence for the Assignment: {Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant. Staffing requirement mentioned in the table below is the minimum requirement for the consultancy assignment. Consultants may add any expert if required based on their proposed methodology. However, any added position shall not be considered for evaluation.}				Maximum Points	
1	Team Leader/IWT Strategy Specialist	7			1		10 (08+02) (refer to Query no. 28)	
2	Market/Demand Expert	6					8	
3	Transport/Terminal Planner	6						
4	Climate Change and Resilience expert	5						
5	Environmental Impact assessment Expert	3						
6	Social Expert	3						
	Total Points (Criteria-IV)	30						
				2				

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			3	Transport/Terminal Planner	8	
			4	Climate Change and Resilience expert	6	
			5	Environmental Impact assessment Expert	4	
			6	Social Expert	4	
				Total Points (Criteria-IV)	40	
17	Section 7. Terms of Reference, Clause 3. Scope of Consultancy (Task 1), page 71	Task 1: Carry out a quick, desk based situational analysis of the waterways sector in Assam considering the available secondary data sources and trends in the sector in Assam.	We request the Authority to kindly clarify if the secondary data sources and related data would be shared with the selected consultant or the same must be gathered by the selected consultant under this assignment.			Available secondary data will be provided by AIWTDS to the selected consultant.
18	Section 7. Terms of Reference, Clause 3. Scope of Consultancy (Task 1 – Point 02)	<ul style="list-style-type: none"> current demand and historic growth demand pertaining to Cargo and Passenger for Inland Water Transport (IWT) in Assam. 	<p>We request the Authority to kindly clarify if information on historic and current demand for Cargo and Passenger for Inland Water Transport (IWT) in Assam readily available or the same have to be gathered from the respective entities/primary survey.</p> <p>Kindly clarify if there is a requirement to undertake primary survey for the assignment.</p>			This is under the scope of this study.
19	Section 7. Terms of Reference, Clause 3. Scope of Consultancy (Task 1 – Point 09)	<ul style="list-style-type: none"> assess the current condition of IWT from urban and rural connectivity perspectives for all districts of Assam. 	<p>We request the Authority to kindly clarify if the assessment of connectivity is also to be carried out based on secondary sources and all required information like approach width, length, route connectivity, material used, etc. are available and will be shared with the selected Consultant.</p> <p>Also kindly suggest if the Authority has suitable GIS maps that can be used for assessment of connectivity</p>			Please refer Sl no. 6

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Sl. No	Section, subsection and clause in RFP	Existing Clause	Bidders query/Suggestion	AIWTDS Response
20	Section 7. Terms of Reference, Clause 3. Scope of Consultancy (Task 2 – Point 05)	Bring out comparative assessment of operational framework, and costing framework, for both road, rail and IWT services in the State for current and future demand forecast.	We request the Authority to kindly clarify if the comparative assessment is to be carried out through national and international benchmarking or is the assessment to be carried out based on consultants' assumptions based on available studies with the Authority	Refer RFP conditions
21	Section 7. Terms of Reference, Clause 3. Scope of Consultancy (Task 4)	High level infrastructure gap assessment with respect to “as is assessment” and “demand forecast” of various clusters/zones, projects, and sub-projects as navigational infrastructure, river and land side infrastructure, river dredging and reclamation, river training, etc.	We request the Authority to suggest a suitable definition for “clusters/ zones, projects, and sub-projects”	There are 4 major clusters / zones in water sector in Assam – Upper Assam, Middle Assam, Lower Assam and South Assam.
22	Section 7. Terms of Reference, Clause 3. Scope of Consultancy (Task 4 – Point 02)	Identify gap in infrastructure required such as road, rail, and air and propose locations where such connectivity and supporting infrastructure would be proposed as or converted to inland water transit. Ensure that any improvements in infrastructure are climate resilient and in line with the State’s climate commitment.	<p>We understand that in order to identify a suitable location for development of any IWT or IWT supporting infrastructure, land related information/ land banks and land availability with the Authority is essential for providing any developmental propositions.</p> <p>Therefore, we would request the Authority to kindly suggest is land related information and availability is readily available with the Authority or they would promptly provide guidance for gathering the required information from concerned Land and Land Reform entities across the study stretch.</p>	The consultant should identify the suitable locations.
23	Section 7. Terms of Reference, Clause 3. Scope of Consultancy (Task 4 – Points 03-05)	<ul style="list-style-type: none"> identify projects which can be developed as integrated multimodal terminals or can be integrated with other modes of transport and prepare broad level environmental and social impact assessments and suggest possible mitigation measures. prepare high level block cost estimates (total and phase wise) for the envisaged project developments and potential sources of funding and financing. carry out a scenario analysis using broad level multi criteria factoring in various aspects (technical, navigational, water side development, land side 	<p>We understand from the stated scope that feasibility assessment needs to be undertaken for the priority projects identified based on Multi- Criteria Assessment. This would share inputs on probable project development cost including CAPEX, OPEX, and other.</p> <p>We also understand that in order to assess the impact for social and environment, project/sub-project specific feasibility assessment including concept plans with identified land boundaries would be required.</p>	Bidder’s understanding is correct.

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		development. CAPEX, OPEX, environmental, social, connectivity, quality improvements etc.) and recommend the most suitable options.	Kindly suggest if the understanding is correct. Kindly also clarify the total limit of the projects or maximum number of priority projects that needs to be identified and assessed under this assignment	
24	Section 7. Terms of Reference, Clause 3. Scope of Consultancy (Task 5 – Points 01), page 73	<ul style="list-style-type: none"> outlining of interventions, projects, locations, policy and regulatory recommendations, capacity building needs and suggestions on conversation plans aimed at river Dolphins and other species. 	<p>We request the Authority to kindly clarify if the “Conservations plan aimed at river Dolphins and other species” has already been prepared by the Authority and the same can be shared with the Consultant for review and assessment.</p> <p>If not, we would request the Authority to carry out a separate study for development of a “Conservation Plan for river Dolphins and other species” within the study stretch".</p> <p>Considering the study requirement, Consultant should not be held liable for development of the Conservation Plan for river Dolphins and other species</p> <p>Kindly also clarify if outlining of interventions, projects, locations policy etc. include just a framework within this assignment. Detailed development of the same would be taken up at a later stage by the Authority and would not be included as part of this assignment</p>	Consultants are to outline only the interventions with respect to only conservations plan of river Dolphins and other species.
25	Section 7. Terms of Reference, Clause 3 Scope of Work (Task 6), page 74	<p>Task 6: Stakeholder interaction, covering the following:</p> <ul style="list-style-type: none"> Conduct a stakeholders’ meeting with major industry players, users, shippers, passengers, end users etc. to obtain sector and sub-sector insights and requirements from current and future perspectives. The questionnaire for the stakeholder meeting/workshop to be discussed with AIWTDS and the World Bank. Conduct a stakeholder’s workshop with key agencies and departments in the sector involved in transportation, industry, and other relevant 	<p>We understand from the description of the assignment that the stakeholder consultation is an ongoing process. And therefore, the discussions would be held across the deliverable timeline.</p> <p>Further, as described in Task 6 of the ToR, we understand that there would be only one workshop that would be undertaken under the auspices of the Assam Inland Water Transport Development Society, and the payment milestone is linked to delivery/completion of that workshop only.</p>	<p>Stakeholder consultation is an ongoing process, leading to one Stakeholder workshop, the payment for which is as per Payment Milestone M-5.</p> <p>All the necessary arrangement for the Workshop shall be done by</p>

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Sl. No	Section, subsection and clause in RFP	Existing Clause	Bidders query/Suggestion	AIWTDS Response
		<p>departments to obtain insights into their current and future plans as well as findings of this study with a focus and empirical evidence of potential benefits of (GHG savings, air quality improvement and other benefits) by adopting an integrated inland water transport strategy at State level.</p> <ul style="list-style-type: none"> • Include aspects of international, national, state and regional IWT which may be covered in separate meetings or together based on discussion with AIWTDS and the Bank. • Document key responses and feedback from the questionnaires as well as from the stakeholders' workshop into a Stakeholder Outcome Report. This should also include a way forward on how the stakeholder feedback could be utilized for the study. 	<p>We kindly request the Authority to confirm on the above-mentioned points.</p> <p>We request the Authority to kindly suggest if the cost of the Workshop will be borne by the Authority.</p>	<p>the consultant upon discussion with the AIWTD Society. Cost of the Workshop will be reimbursed by the Authority on submission of Invoices at actual.</p>
26	Section 7. Terms of Reference, Clause 3 Scope of Work (Task 7), page 74	<p>Project prioritization, phasing, structuring, implementation strategy & framework, covering the following:</p> <ul style="list-style-type: none"> • identify and select a few key projects/sub-projects in various categories that should be prioritized. Some of the key criteria for selection of these key projects/ sub-projects shall be climate mitigation, GHG saving, economic impact potential by shifting to inland water transit, and tourism potential. • prepare the short, medium, and long-term investment plan for IWT Assam as well as selected key projects/ sub-projects and the funding / financing mechanism (public and private). • Identify within the key projects/ sub-projects viability gap funding (VGF) needs based on project structuring and financial model. • identify training and capacity building needs for successful implementation of the strategy and sub-projects keeping in mind future potential as well. • Prepare an action plan with roles and responsibilities of various stakeholders required for implementation of the strategy and phasing along 	<p>We understand from the stated scope that a detailed financial and economic assessment would have to be carried out in order to identify need for VGF and the probable project structuring mechanism as well as funding requirement for the prioritized projects.</p> <p>Kindly suggest if the understanding is correct.</p> <p>We request the Authority to kindly also clarify the stated scope: "prepare the short, medium, and long-term investment plan for IWT Assam as well as selected key projects/ sub-projects and the funding / financing mechanism (public and private)."</p> <p>Kindly suggest if we have to prepare two short, medium, and long-term investment plans</p> <ol style="list-style-type: none"> 1. for overall IWT sector 2. another for selected key projects/ sub-projects Please clarify 	<p>Bidder's understanding is correct.</p>

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Sl. No	Section, subsection and clause in RFP	Existing Clause					Bidders query/Suggestion	AIWTDS Response
		with suggestions to leverage the private sector and other options.						
27	Section 7. Terms of Reference, Clause 4	Total study duration shall be 8 months and the Consultant shall submit the following key deliverables within the time schedule as summarized below:					<p>We understand from the review of the Task 4 points 3-5 that the assessment of sites entails preparing a feasibility report with technical, financial and economic viability as well as social and environmental impact assessment for priority sites.</p> <p>In addition to the above, we understand that there are other multiple tasks and assessments including option assessment, review the current institutional framework demand assessment, traffic forecast, benchmarking, preparation of policy note, action investment plans, etc. that would need to be carried out within this assignment in order to finally create a “coffee table book with the summary of the Vision, Mission and phase wise strategy for water transport in Assam.”</p> <p>Considering the gamut of tasks and related activities, we propose the study duration may be extended to at least 12 months and extendable to 06 months on mutually agreed terms instead of the stated 08 months.</p> <p>Since the level of effort and associated costs of all the deliverables based on our experience of delivering similar assignments, we kindly request the Authority to consider the following modifications in the in the payment milestones linked to the deliverables.</p>	No change
		Sl. No	Milestone	Deliverables	Timelines	Payment %		
Preparation of water transport strategy								
T = Date of Commencement of Services as per SCC 13.1								
1.	M-1	Inception Report including detailed methodology and team composition	T+2 weeks	10%				
2.	M-2	Current Situational analysis report	T+6 Weeks	20%				
3.	M-3	Gap assessment report covering task 2 to 4	T+12 Weeks	10%				
4.	M-4	Draft Report on Water Transport Strategy covering tasks 1-5	T+20 Weeks	15%				
5.	M-5	Stakeholder consultation	T+24 Weeks	20%				
6.	M-6	Final Report on Water	T+32 Weeks	25%				
		Sl. No	Milestone	Deliverables	Timelines	Payment %		
Preparation of water transport strategy								
T = Date of Commencement of Services as per SCC								

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Sl. No	Section, subsection and clause in RFP	Existing Clause			Bidders query/Suggestion					AIWTDS Response
				Transport Strategy covering tasks 1-8 including coffee table version	13.1					
1.	M-1	Inception Report including detailed methodology and team composition	T+2 weeks	10%						
2.	M-2	Current Situational analysis report	T+6 Weeks	20%						
3.	M-3	Gap assessment report covering task 2 to 4	T+12 Weeks	10%						
4.										
5.	M-4	Draft Report on Water Transport Strategy covering tasks 1-5	T+20 Weeks	15%						
6.	M-5	Stakeholder consultation	T+24 Weeks	20%						
7.	M-6	Final Report on Water Transport Strategy covering tasks 1-8 including coffee table version	T+32 Weeks	25%						
In the interest of time, we request the Authority to limit the number of priority locations to be assessed within the assignment.										
28	Section 7. Terms	TOR requirement:			Considering the scope of work envisaged under this					No change

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Sl. No	Section, subsection and clause in RFP	Existing Clause	Bidders query/Suggestion	AIWTDS Response
	of Reference, Clause 1 Experts Requirement & Eligibility Criteria 1.1 Experts Requirement, page 76	<p>Key Personnel - Team Leader/IWT Strategy Specialist</p> <p>Educational Qualification - Graduate in Engineering / planning MBA/Master's Degree in relevant field</p> <p>Relevant Experience - Minimum 20 years of experience of working on Strategy Preparation, Vision, document at State or National Govt Experience of working on transport sector specially ports will be preferred</p>	<p>assignment, we suggest that experience of the Team Leader/IWT Strategy Specialist specific to this assignment would be relevant but total years of experience would be essential. Therefore, we kindly request the Authority to revise the no. of years of relevant experience to more than 15 years.</p> <p>Therefore, as modified in Query no. 16, the marks calculation may be adjusted to maximum of 08 marks for general qualification (20%), adequacy for the assignment (70%) and relevant experience in the North East (10%) and as additional 02 points for Team Leader with more than 20 years of experience.</p> <p>Therefore, the revised Clause may be read as follows:</p> <p>“Relevant Experience – More than 15 years of experience of working on Strategy Preparation, Vision, document at State or National Govt Experience of working on transport sector”</p>	
29	Section 7. Terms of Reference, Annex 1	<p>Annex 1: List of Studies related to IWT, Assam will be provided to the Selected Consultant after signing of Contract Agreement</p> <ol style="list-style-type: none"> 1. Detailed project report for Guwahati terminal 2. 2 Integrated Strategic Development Plan. 3. Institutional Strengthening and Business Planning. 4. Detailed Project Report, North Guwahati, Umananda, Neamati and Aphalamukh. 5. Environmental Impact Assessment (EIA) and Social Impact Assessment (SIA) studies. 6. Night Navigation study. 	Request Authority to clarify if the documents would be shared with the Consultant for reference purposes.	The documents will be shared only with the successful bidder.
30	Section 8. Conditions of Contract and Contract Forms (Lump-Sum),	<p>12. Termination of Contract for Failure to Become Effective</p> <p>12.1. If this Contract has not become effective within such time period after the date of Contract signature as</p>	<p>Request Authority to modify the said Clause to the following:</p> <p>Clause 19 (b) By the Consultant 19.1.3. The Consultant may terminate this Contract,</p>	No change

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Sl. No	Section, subsection and clause in RFP	Existing Clause	Bidders query/Suggestion	AIWTDS Response
	<p>Clause 12, Termination of Contract for Failure to Become Effective, page 84-85 And Clause 19 Termination on page 88-89</p>	<p>specified in the SCC, either Party may, by not less than twenty two (22)days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.</p> <p>19.Termination</p> <p>19.1. This Contract may be terminated by either Party as per provisions setup below:</p> <p>a. By the Client</p> <p>19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):</p> <p>(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC18;</p> <p>(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debtor take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</p> <p>(c) If the Consultant fails to comply with any final</p>	<p>by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.</p> <p>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.</p> <p>Notwithstanding the above, the Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Client if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.</p>	

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Sl. No	Section, subsection and clause in RFP	Existing Clause	Bidders query/Suggestion	AIWTDS Response
		<p>decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;</p> <p>(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</p> <p>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p> <p>(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.</p> <p>19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.</p> <p>b. By the Consultant</p> <p>19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.</p> <p>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such</p>		

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Sl. No	Section, subsection and clause in RFP	Existing Clause	Bidders query/Suggestion	AIWTDS Response
		breach.		
31	Section 22. Confidentiality of Contract and Contract Forms (Lump-Sum), Clause 22, Confidentiality page 91	22. Confidentiality 22.1 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.	Request Authority to modify the said Clause to the following: Confidentiality 22.1 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 from the Client 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. The Consultant 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 the receiving 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.	No change
32	Section 8. Confidentiality of Contract and Contract Forms (Lump-Sum), Clause 23, Liability of the Consultant page 91	23. Liability of the Consultant 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law. SCC #23.1 The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's Negotiations:	Request Authority to modify the said Clause to the following: 23. Liability of the Consultant 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as provided by the Applicable Law under the terms of this agreement.	No change

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Sl. No	Section, subsection and clause in RFP	Existing Clause	Bidders query/Suggestion	AIWTDs Response
	and III. Special Conditions of Contract, Clause 23.1, page 101	<p>“Limitation of the Consultant’s Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds one times the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Indian Applicable Law.</p>	<p>SCC #23.1 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: (a) Except in the case of gross negligence fraud or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) Except in the case of fraud 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, for any direct loss or damage that exceeds one times the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Indian Applicable Law.</p>	
33	Section 8.Conditions of Contract and Contract Forms(Lump-	<p>Clause25[Pg.92] 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 and in such form and detail as will clearly</p>	<p>Request Authority to modify the said Clause to the following: 25.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to</p>	No change

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Sl. No	Section, subsection and clause in RFP	Existing Clause	Bidders query/Suggestion	AIWTDS Response
	Sum), Clause 25, page 92	<p>identify relevant time changes and costs.</p> <p>25.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and sub consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Subcontractors' and sub consultants' attention is drawn to</p> <p>Sub-Clause 10.1 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>keep, accurate and systematic accounts and records in respect of the Services and 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 Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and sub consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the account and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Subcontractors' and sub consultants' attention is drawn to Sub-Clause 10.1 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). Notwithstanding anything contained herein, any audit and/or request for information conducted shall be restricted to the physical files in relation to this Agreement only and shall be subject to the Bank agreeing to maintain confidentiality of these documents. No access to Service Provider's systems, network, facilities, or hands on or intrusive testing will be permitted. Any third parties employed by the Bank to conduct such audit or request for information shall not be a competitor of Service Provider and shall agree to confidential obligations with Service Provider, for the said purpose.</p>	
34	Section 8. Conditions of	27. Proprietary Rights of the Client in Reports and	Request Authority to modify the said Clause to the following:	No change

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Sl. No	Section, subsection and clause in RFP	Existing Clause	Bidders query/Suggestion	AIWTDs Response
	Contract and Contract Forms(Lump-Sum), Clause 27, Proprietary Rights of the Client in Reports and Records, page 92	<p>Records</p> <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. Proprietary Rights of the Client in Reports and Records</p> <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 use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that it owns in performing the Services. Notwithstanding the delivery of any Reports, the Consultant retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Consultant compiles and retains in connection with the Services (but not information provided by Client reflected in them). The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to his Contract without prior written approval of the Client.</p>	
35	N/A	New Clause	<p>Request Authority to include the following new Clause:</p> <p>Any information, advice, recommendations or other content of any reports, presentations or other communications the Consultant provides</p>	Not accepted

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Sl. No	Section, subsection and clause in RFP	Existing Clause	Bidders query/Suggestion	AIWTDS Response
			<p>under this Agreement (“Reports”), other than information provided by the Client, are for Client’s internal use only (consistent with the purpose of the particular Services) including its audit committee, or its statutory auditors and not for disclosure externally outside Client’s organization.</p>	
36	Section 2. Instructions to Consultants and Data Sheet, Clause 6, Eligibility	Clause 6.3, As an exception to the fore going ITC 6.1 and ITC 6.2 above: Joint Venture, association with other firms and engagement of Sub-consultant is not allowed.	We would like to request you to kindly allow Consortium / Joint venture under this bid, so that experience of reputed service providers of the relevant nature will be considered jointly for evaluation.	Refer Corrigendum-II
37		The firm should have completed at least 5 (five) projects related to Master Planning/ Business Plan/ DPR/Feasibility Study/ Transport Strategy / in Marine sector related to Ports/ Inland Waterways Projects during the last 5 years (as on the last date of submission) out of which: · 1(one) should be in the IWT/Marine Sector. 1(one) should be a donor funded project in India in any sector.	The firm should have completed/ Ongoing at least 5 (five) projects related to Master Planning/ Business Plan/ DPR/Feasibility Study/ Transport Strategy / in Marine sector related to Ports/ Inland Waterways Projects during the last 5 years (as on the last date of submission) out of which: · 1(one) should be in the IWT/Marine Sector. 1(one) should be a donor funded project in India in any sector. We request department to also consider ongoing projects as well. Please confirm ?	Refer Corrigendum-II
38	Section 2: Instructions to Consultants and Data Sheet	Technical and Financial Credentials	We request client to allow wholly owned Indian subsidiaries can utilize the technical credentials of their parent/group company(ies).	The parent/group company (ies) can participate as a Joint Venture with their wholly owned Indian subsidiaries.
39	Section 2. Instructions to Consultants - Data Sheet, Clause 21.1 Part A: Mandatory	The firm should have completed at least 5 (five) projects related to Master Planning/ Business Plan/ DPR/Feasibility Study/ Transport Strategy / in Marine sector related to Ports/ Inland Waterways Projects during the last 5 years (as on the last date of submission) out of which: • 1(one) should be in the IWT/Marine Sector.	The proposed clause would be read as follows: The firm should have worked on at least 5 (five) projects related to Master Planning/ Business Plan/ DPR/Feasibility Study/ Transport Strategy / in Ports/ Inland Waterways / allied infrastructure Projects during the last 10 years (as on the last date of	Refer Corrigendum II

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Sl. No	Section, subsection and clause in RFP	Existing Clause	Bidders query/Suggestion	AIWTDS Response
	Criteria (3)	<ul style="list-style-type: none"> • 1(one) should be a donor funded project in India in any sector. <p>Documents Required: Contract Completion certificate or Contract documents along with proof of final payment.</p>	<p>submission) out of which:</p> <ul style="list-style-type: none"> • 1(one) should be in the IWT/Marine Sector. • 1(one) should be a donor funded project in India in any sector. <p>For the project to be considered eligible, it must be completed / the scope related to Master Planning/ Business Plan/ DPR/Feasibility Study/ Transport Strategy, must be completed by the bidder (as on the last date of submission), and the bidder shall submit documentary evidence in favour of the same.</p> <p>Documents Required: Contract Completion certificate / Partial Completion certificate with confirmation on completion of relevant scope / Contract documents along with proof of final payment.</p>	
40	Section 2. Instructions to Consultants - Data Sheet, Clause 21.1 Part B: Evaluation Criteria (II)	<p>Technical experience Criteria: The firm should have the minimum experience of successfully executing the following during the last 5 years (as on the last date of submission):</p> <ol style="list-style-type: none"> 1) At least 1 project in Strategy Document preparation for Port or IWT - 5 Points (Additional 5 marks for additional assignment(s). Subjected to maximum 15 marks) 2) At least 1 project in Strategy Document preparation for any Transportation Sector - 5 Points 3) At least 1 project in Master Planning for Port or IWT - 5 Points 4) At least 1 project in Business Plan for Port or IWT - 5 Points 	<p>The proposed clause would be read as follows:</p> <p>Technical experience Criteria: The firm should have the minimum experience of working on the following during the last 10 years (as on the last date of submission):</p> <ol style="list-style-type: none"> 1) At least 1 project in Strategy Document preparation for Port or IWT or allied infrastructure sector - 5 Points (Additional 5 marks for additional assignment(s). Subjected to maximum 15 marks) 2) At least 1 project in Strategy Document preparation for any Transportation Sector - 5 Points 3) At least 1 project in Master Planning for Port or IWT or allied infrastructure sector - 5 Points 	Refer Corrigendum II

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Sl. No	Section, subsection and clause in RFP	Existing Clause	Bidders query/Suggestion	AIWTDS Response
		<p>5) At least 1 project in DPR/ Feasibility Study for Port or IWT - 5 Points</p> <p>6) At least 1 project in Policy and Legal Framework for Port or IWT or any transportation sector - 5 Points</p>	<p>4) At least 1 project in Business Plan for Port or IWT or allied infrastructure sector - 5 Points</p> <p>5) At least 1 project in DPR/ Feasibility Study for Port or IWT or allied infrastructure sector - 5 Points</p> <p>6) At least 1 project in Policy and Legal Framework for Port or IWT or any transportation sector - 5 Points</p>	
41	Section 7. Terms of Reference, 3. Scope of Consultancy, Task 1	“Review State’s climate plan to understand the current level of emissions from Transport sector (including urban transport), future projections in both with and without scenario with an increased focus on transport sector emissions and its recommendations in IWT, Assam. (in case State level transport emission inventory is not available, consultants to prepare a broad level model to assess emissions from different modes including but not limited to road, rail, air and inland water transport of transit for next 20 years for passenger and cargo movement) ”	We wish to highlight that preparation of a broad level model to assess emissions from different modes including but not limited to road, rail, air and inland water transport of transit for next 20 years for passenger and cargo movement, is a lengthy task and would involve a significant cost for the bidders. Therefore, we request the Authority to kindly confirm if such State level transport emission inventory will be made available by the Authority or the bidders will require to prepare a State wise emission model, so that the appropriate cost can be accounted during preparation of the proposal.	Refer Corrigendum II
42	Section 7. Terms of Reference, 3. Scope of Consultancy, Task 2	Carry out a 20-year macro level demand forecast for cargo and passenger services in Assam IWT (NW-2 and NW-16) and potential for water tourism and intermodal transport	We request the Authority to clarify if primary traffic and transport surveys are mandatory for preparation of 20-year macro level demand forecast for cargo and passenger services in Assam IWT. Primary surveys involve a significant cost, therefore clarity on the same is imperative for preparation of an informed proposal.	The consultant shall carry out the demand forecasting through primary survey.
43	Section 7. Terms of Reference, 3. Scope of Consultancy, Task 4	“identify projects which can be developed as integrated multimodal terminals or can be integrated with other modes of transport and prepare broad level environmental and social impact assessments and suggest possible mitigation measures. prepare high level block cost estimates (total and phase	The proposed clause would be read as follows: “identify projects which can be developed as integrated multimodal terminals or can be integrated with other modes of transport and prepare broad level environmental and social impact assessments and suggest possible mitigation measures.	No change. The consultant shall identify projects that can be developed as a inter modal terminals or can be integrated with other modes of transport.

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Sl. No	Section, subsection and clause in RFP	Existing Clause	Bidders query/Suggestion	AIWTDS Response
		wise) for the envisaged project developments and potential sources of funding and financing.”	prepare high level block cost estimates (total and phase wise) for top (5) priority project envisaged and potential sources of funding and financing.”	The consultant is expected to create a broad level template for ESIA covering 9 chapters (as per World bank) for the project and suggest mitigation measures.
44	Section 7. Terms of Reference, Clause 4	“Total study duration shall be 8 months... ”	Based on the number of assignments we have undertaken involving similar scope of work and considering the time-input required to undertake the detailed assessments as specified in the ToR and prepare an informed integrated water transport strategy for the state of Assam, we kindly request the Authority to consider at least 12 months for study duration and the timeline of deliverables may be adjusted proportionally.	No Change.
45	N/A	N/A	Project Budget: Basis the published information regarding the project by the World Bank, we understand that the budget for this assignment is ~USD 1,87,000 (~INR 1.53 Cr. at current conversion rate). However, considering the effort (in terms of man-months) required to successfully deliver this assignment, we believe that the budget allocated for this assignment is not adequate. Therefore, we kindly request the Authority to reconsider the budget for this assignment / confirm the same for bidders to prepare an informed proposal	No Change.

(Gaurav Upadhyay, IPS)
State Project Director,
Assam IWTD Society

