

National Centre for Sustainable Coastal Management, Chennai

Selection of Consultants for Collection of primary data related to bathymetry, tide, current and topography of the existing embankments along the Hooghly River and Haldi River in three different stretches of West Bengal

Queries/ Suggestions and response thereon

Sl. No.	Particulars	Query / Suggestion	Clarification/ Response
1.	<p>Page No.25 to 26 - Instructions to Consultants: Data Sheet – Para 5.2 (a) -</p> <p>“Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals.”</p>	<p>We understand from the first page (cover page) of the enquiry document, that the selection criteria is only “least cost basis”.</p> <p>In view of this, please advise the scores as per the point systems mentioned in this clause shall have any impact on selection procedure.</p>	<p>Please refer Para 5.4 of Section 2: Instructions to Consultants at Page No.19 of the Request for Proposals.</p>
2.	<p>Page No.42 – Terms of Reference: Point No.3 (a) – Scope of Work –</p> <p>“To collect the primary data related to the bathymetry, tide, current and discharge at selected locations along the Haldi River and Hooghly River of West Bengal.”</p>	<p>Please confirm river discharge measurement is not in contractor’s scope. Otherwise, please let us know:</p> <ul style="list-style-type: none"> ▪ Location(s) of discharge measurement; ▪ This will be performed using ADCP since bidder understand, for discharge measurement, current profile with transect measurements need to be undertaken. 	<p>Yes. River discharge measurement is not in Contactor’s scope.</p>
3.	<p>Page No.44 – Terms of Reference: Point No.5 (a) – Scope of Work –</p> <p>“Drone survey (Aerial survey) of the river bank/riverine embankment for 15 km length (approx.) at three different stretches (Width of the survey area: covering from lowest water point to highest land point/river embankment).”</p>	<p>We understand the purpose of drone survey is to acquire aerial photography of the stretch between lowest and highest water point.</p> <p>Please confirm our understanding is correct and our deliverable include only aerial photographs without any processing and correlation.</p>	<p>The purpose of the drone survey (Aerial survey) is to survey the existing river bank/ riverine embankment, to understand the elevation/profile of the embankment from lowest water point to highest land point/ river embankment.</p>

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4.	<p>Page No.45 – Terms of Reference: Point No.5 (d) – Scope of Work -</p> <p>“Bathymetry in Hooghly River: bathymetry should be collected along the Hooghly River with the line interval of 400m at an accuracy of ± 0.2m vertically and ± 1m horizontally. Boat-mounted echo-sounding equipment of a reputable brand, corrected for observed tides, will be employed with DGPS horizontal location fixing and random spot-height method will be employed to generate a DTM. Data collected should be compatible for processing using HYPACK software. Survey area map is given in Fig.5. Sound velocity shall be measured during the survey and bar check needs to be carried out at start and end of survey on daily basis.”</p>	<p>(a) The bathymetry survey shall be extended bank-to-bank till the possible navigable extent.</p> <p>Please confirm our understanding is correct.</p> <p>(b) Bidder understand the bathymetry survey area falls in river dominated tidal region. Considering total length of the bathymetry survey stretch, we understand more than one tide measurement units are to be installed. Otherwise, any of the following tides can be used to reduce raw water depth to chart datum:</p> <ol style="list-style-type: none"> 1. Real time GPS tide (Fugro Starfix MSS Tide) during survey period; 2. Predicted tide of the Haldia Port; <p>Tides measured for 15 days in the two locations provided in the scope.</p>	<p>(a) Yes, during high tides. More details are given in Point No.5 (c) & (d) of Scope of Work.</p> <p>For the bathymetry survey, please refer the Figure No. 4 & 6 at Page No.49 & 51 respectively.</p> <p>(b) Tide measurement at two locations (simultaneously).</p>

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5.	<p>Page No.45 – Terms of Reference: Point No.5 (f) and (g) – Scope of Work –</p> <p>Point No.5 (f) Measurement of tides in Hooghly River and Muriganga River at 2 locations as indicated in Fig.6, for a period of 15 days. Tides to be observed at an interval of 10min with an accuracy of ± 1 cm. The measurement has to be made considering siltation of the river.</p> <p>Point No.5 (g) Measurement of surface currents (velocity and direction (both u and v components) at 4 locations (in Haldi and Hooghly Rivers) as indicated in Fig 6. for a period of 15 days. Currents to be observed at an interval of 10 min with a velocity accuracy of ± 0.1m/sec. The current should be measured using current meters only (RCM/Sea guard RCM) and not using ADCPs.</p>	<p>(a) Please let us know if all the met-ocean measurements shall be planned to commence as parallel activity.</p> <p>(b) Considering the scope as single point current measurement (surface) and not current profiling, please confirm current meters like Valeport 106, or similar, are acceptable.</p>	<p>(a) Yes. Ocean measurements shall be planned to commence as parallel activity.</p> <p>(b) As mentioned, RCM/ Seaquard RCM should be used. Currents shall be measured at 0.5- 1m below surface using single point current meters. Current profile is not required.</p>
6.	<p>Page No.45 – Terms of Reference: Point No.6 –</p> <p>“Period of Data Collection - April 2020”</p>	<p>Under the current situation related to COVID-19 pandemic and current deadline for submission of bid, which is 30 April; bidder understand the field data acquisition schedule may roll-on to monsoon period, if it was to start following the award during pre-monsoon.</p> <p>Please confirm the work schedule may change and shall take place at a suitable schedule after southeast monsoon. Further the validity of contract period shall also be amended appropriately.</p>	<p>The relevant dates/ periods have already been changed.</p> <p>Please refer to the tag - “Procurement – Tenders – Services” in NCSCM’s website– www.ncscm.res.in.</p>

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7.	<p>Page No.70 – General Conditions of Contract: Point No.3.8.1 – Accounting, Inspection and Auditing –</p> <p>The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.</p>	<p>Kindly amend the Clause as below:</p> <p>“The Consultant shall keep, and shall cause its Subconsultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs, for a period of 3 years from the date of termination of the Contract.”</p> <p>Bidder proposes the same for a reasonable period for audit and inspection of records.</p>	<p>No change.</p>
8.	<p>Page No.72 – General Conditions of Contract: Point No.5.3 – Services and Facilities –</p> <p>The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.</p>	<p>Kindly amend the Clause as below:</p> <p>The Client shall make available free of charge to the Consultant a safe and unencumbered access to the worksite/ Facilities where Services are to be performed and the Services and Facilities listed under Appendix F.</p> <p>Bidder understands the same as Client’s obligation.</p>	<p>No change.</p> <p>Please refer Para 1 of I.Form of Contract at Page No.61 - 62 of the Request for Proposals.</p>
9.	<p>Page No.72 – General Conditions of Contract: Point No.6.1 – Lump-Sum Payment –</p> <p>The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the</p>	<p>Kindly amend the Clause as below:</p> <p>“The total payment due to the Consultant shall not exceed the Contract Price which is an allinclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, 2.6.3 and 2.5.4, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.</p>	<p>No change.</p> <p>Clause No. 2.5.4 indicates Payment as a result of an event of Force Majeure, which is an exceptional case.</p> <p>Clause No. 2.6.3 indicates Payment upon Termination of Contract, which will never exceed the Contract Price.</p> <p>It is to be noted that all the relevant</p>

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	Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.	Bidder understands that due to the costs incurred by Consultant under Clauses 2.6.3 (Force Majeure) and Clause 2.5.4 (Termination) also, total payment may exceed the Contract Price.	payments under the contract shall be made to the Consultant with due approval from the competent Authority.
10.	<p>Page No.72 – General Conditions of Contract: Point No.6.4 – Terms and Conditions of Payment –</p> <p>Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.</p>	<p>Kindly amend the Clause as below:</p> <p>“Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC, within 30 days from submission of Consultant’s invoice. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.”</p> <p>Bidder understands that the payments shall be made and be due within 30 days from submission of Consultant’s invoice (s).</p> <p>Further, advance payment guarantee shall not applicable to this Contract, as per Clause 6.4 of SC.</p>	<p>No change in General Conditions of Contract.</p> <p>The request/ suggestion has been appropriately amended in Special Conditions of Contract.</p> <p>Please refer to Amendment.</p>
11.	Page No.77 – Special Conditions of Contract: Point No.2.3	<p>Kindly insert the below in this Clause:</p> <p>“Consultant shall not assume any financial liability for late performance of the Services, for reasons beyond Consultant’s</p>	<p>No change.</p> <p>Please refer Para 2.5: Force Majeure at Page No.67 of the Request for Proposals.</p>

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		control and Consultant shall take all reasonable steps to mitigate any delay in performance of the Services. “Bidder understand the same as Consultant’s right.	
12.	General	<p>Kindly confirm if below is acceptable:</p> <p>“Consultant's total liability in relation to or arising from the Services in the Contract shall not exceed fifty percent (50%) of the Contract Price. Neither party shall be liable for any indirect, consequential, incidental, special or punitive loss or damage, whether foreseeable or not, as well as any direct or indirect loss of profit, loss of use, loss of revenue, downtime facility, loss of production, loss of interest, loss of goodwill, loss of contract.</p> <p>Bidder understands that the limitation on Consultant’s liability is not defined and consequential losses, as per the law, is not excluded from the Contract.</p>	Responsibilities, Obligations, etc. under the contract have been appropriately defined in the Request for Proposals.
13.	General	<p>Kindly confirm if below is acceptable:</p> <p>“For a period of twelve (12) months from delivery of the final report to the Client under the Contract, Consultant’s warranty liability shall be limited to the reanalysis of data and re-issuing of report in an event of defective Services or otherwise. “Bidder proposes to define the Consultant’s warranty liability as the same is not defined under GC or SC.</p>	Responsibilities, Obligations, etc. under the contract have been appropriately defined in the Request for Proposals.
14.	Additional Notes	<p>1. Request the following COVID-19 clause to be incorporated into the Contract Terms & Conditions:</p> <p>i. For the purpose of this Clause, a “COVID-19 Event” means any circumstance arising, directly or indirectly, from the</p>	<p>No change.</p> <p>All the relevant provisions have been appropriately included and defined in the Request for Proposals.</p>

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		<p>spread or threatened spread of the COVID-19 virus or the mitigation thereof, including, without limitation, (i) the advice, order or other decision or instruction of the World Health Organisation or any other (non-) governmental authority or any change in law, customs, licenses or consents in any jurisdiction, (ii) a decision or measure by the Contractor or the Company on the basis of its health and safety policies or duty of care towards its employees, (iii) a failure of a sub-contractor or supplier of the Contractor to deliver services or equipment in relation to this Contract, (iv) shortage of personnel on the Contractor's, its sub-contractor's or supplier's vessels or sites, or (v) restrictions on trade or movement of goods, services or personnel.</p> <p>ii. If the Contractor is prevented or delayed from or in commencing or performing any of its obligations under this Contract by a COVID-19 Event occurring at any time, then it shall notify the Company thereof and of the likely impact to those obligations, including the effect on Contract Price and the scope of the Work.</p> <p>iii. Subject to the Contractor's using reasonable endeavours to continue compliance with its obligations under this Contract in so far as reasonably practicable, the time for performance by the Contractor of those obligations, including all affected Milestone dates shall be extended by a period notified to the Company by the Contractor or as agreed on by Parties, acting reasonably to reflect the delay caused by the COVID-19 Event.</p> <p>iv. Parties shall implement any changes to the Contract Price and the Work similar to application of the variation orders</p> <p>v. Subject to subclause 'b' above Company shall pay Contractor standby payments for the period of delay as a</p>	

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		<p>result of COVID-19 Event, and any additional costs reasonably incurred by the Contractor in connection with delays as a result of COVID-19 Event</p> <p>vi. The Contractor shall not be liable for any costs, damages, liabilities or other losses, incurred by the Company resulting, directly or indirectly, from a COVID-19 Event.</p> <p>2. Request to incorporate the following events into the Force Majeure clause: Force Majeure event includes but is not limited to:</p> <p>I. Acts of God including fires, floods, typhoons, tsunamis, named storms and hurricanes, volcanic eruptions, earthquakes and other tectonic disturbances, epidemics, pandemic, viral outbreak illness, quarantines and other restrictions intended to control the spread of sickness or disease, or any other acts of God;</p> <p>II. Riot, war, piracy invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, blockades, insurrection of military or usurped power;</p> <p>III. Strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labor not employed by the affected Party its subcontractors or its suppliers and which affect a substantial or essential portion of the Work being performed;</p> <p>IV. Maritime or aviation disasters;</p> <p>a. Solar activity that prevents the reception of satellite signals from the U.S. Department of Defense’s Global Positioning System satellite, sun spots, or other electronic, electromagnetic, atmospheric or other condition affecting satellite transmission or loss or</p>	

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		<p>degradation of satellite capacity of the US' Global Positioning satellites, governmental regulations or controls, including change to or denial of access to GPS satellites; or</p> <p>b. any other event that is outside of the control of the affected Party and that prevents the performance of any of the affected Party's obligations, provided the affected Party uses its best efforts to mitigate, and remedy the occurrence and/or consequences of the event or circumstance, including by reasonable expenditures of money.</p>	

Amendment to Request for Proposals

Particulars as per the published Request for Proposals	Modification now made
Page No.78 – Special Conditions of Contract: Point No.6.4	
<p>The accounts are: for foreign currency: <i>[insert account]</i>.</p>	<p>The accounts are: for foreign currency: <i>[insert account]</i>.</p>

for local currency: *[insert account]*.

Payments shall be made according to the following schedule:

Deliverables	Payment (Percentage of Contract Value)
Inception report	10%
Providing processed and raw data on tides, currents, topography, soil characteristics, SSC and bathymetry along with maps in 1 Ext. TB SSD	70%
Final Report	20%

No Advance Payment will be made.

for local currency: *[insert account]*.

Payments shall be made according to the following schedule:

Deliverables	Payment (Percentage of Contract Value)
Inception report	10%
Providing processed and raw data on tides, currents, topography, soil characteristics, SSC and bathymetry along with maps in 1 Ext. TB SSD	70%
Final Report	20%

No Advance Payment will be made.

Deliverable-wise payment shall be made within 30 days from submission of Consultant's invoice for each Deliverable.

Note: The amendment mentioned above is to be treated as amendment to the terms and conditions of the Request for Proposals. All other terms & conditions of the published Request for Proposals and changes after that till date as mentioned in the NCSCM web-site shall remain the same.

The Consulting Firms have to submit a copy of this Clarification & Amendment and Request for Proposals. Each page of the Request for Proposals as well as this Clarification along with the Amendment are to be signed by the authorized Signatories of the Consulting Firms.

Sd/-

DIRECTOR