

Queries raised by Prospective Bidders in Pre-bid meeting held on 17.03.2015 and their replies of IWAI thereto:

Consultant's Name	Sl. No.	RFP Clause Reference	As per RFP	Consultant's Queries	Response from IWAI
PWC	1	Section 1.18 (PP12), 1.18 (Point i(c) & ii) Acknowledgement By applicant	The Requirement says – “It shall be deemed that by submitting the Proposal, the Applicant has: (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ -cum - RFP or furnished by or on behalf of the Client;	Bidder proposes that in the event Bidder relies on any information provided in the RFQ -cum - RFP or furnished by or on behalf of the Client and such information later on turn to contain any error or mistake. In such scenario IWAI shall be liable for any liability for wrong or misleading information where Consultant's reliance on such information has caused loss to Consultant.	As per RFP (Refer disclaimer point 2)
PWC	2	Section 2: Clause4 (PP14) Clause 4.1: Ownership of document & copyright	The requirement says – “The study outputs shall remain the property of the Client and shall not be used for any purpose other than that intended under these Terms of Reference without the prior written permission of the Client. In the case of any deliverables by Consultant consisting of any Intellectual Property Rights ("IPR") of the Consultant, the Consultant shall provide the Client with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of	Bidder proposes that ownership of intellectual property in pre-existing material of Consultant, including any enhancement and modifications to the pre-existing materials shall continue to be with the Consultant. Ownership of intellectual property in all deliverables including all plans, drawings, specifications, designs, reports, other documents and software prepared to vest with the Bidder. Bidder to provide a non-	As per RFP



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			any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the consultancy, shall be and remain property of the Client"	exclusive license to Client to use the deliverables in conjunction with the Services provided.	
PWC	3	Section 9: Proposal Evaluation (PP:28) Clause 9.4: Minimum Qualification Criteria Point No. 4	The requirement says – "Experience of consulting work with at least five (3) Indian PSUs / Government agencies on driving large scale business transformation with each such engagement being of a duration of at least one year or more in past 10 years"	There is a discrepancy between word and number. Please clarify which will prevail?	Refer to Corrigendum 1 (Sl. No. 3)
PWC	4	Section 9: Proposal Evaluation (PP:28) Clause 9.4: Minimum Qualification Criteria Point No. 4	The requirement says – "Experience of consulting work with at least five (3) Indian PSUs / Government agencies on driving large scale business transformation with each such engagement being of a duration of at least one year or more in past 10 years"	Please elaborate on the type of services which will be considered under "large scale business transformation" engagements?	Business transformation is about making fundamental changes in how business is conducted in order to help cope with a shift in market environment. Business transformation means realigning the way staff works, restructuring the organisation, redefining the core product or service portfolio of the Client in order to achieve the operational excellence.

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PWC	5	Section 9.5.4: Technical Evaluation Criteria (29-30) A3: General Experience of Consultant related to Assignment	The requirement says – “The firm should have undertaken similar project of providing Project Development Advisory services for major infrastructure projects like Industrial townships/ special economic zones / special investment zones / area development, Integrated real estate development, power, ports, airports, railways, highways, expressways, petroleum & natural gas, water supply, waste treatment projects. Minimum size of each eligible project is INR 100 Cr”	Will Transaction Advisory engagements be considered as Project Development Advisory services?	Yes
PWC	6	Section 9.5.4: Technical Evaluation Criteria (29-30) A2: Experience in Project Management Consultancy (PMC)* for large National / State level Infrastructure development programmes		Please clarify the type of services which will be considered as part of the “Project Management Consultancy (PMC)” experience.	Consultant has to submit their experience in the format of Project Datasheet provided (Refer FORM 3B). Client will determine the relevant services of PMC at its own discretion.
PWC	7	Section 15: Miscellaneous (PP 35) Section 15	The requirement says – “It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably,	Bidder proposes that such disclaimer shall not relieve client from any liability for wrong or misleading information where Consultant's reliance on such information has caused loss to Consultant or is not	Refer Sl. No. 1



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			unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and / or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future”	able to perform the services, due to any reason attributable to Client.	
PWC	8	Section 15: Miscellaneous (PP35) & Data Sheet, Section 4.1 Section 15 : Proposal Due date mentioned is 06/04/2015 : 17:00 HRS & Data Sheet Section 4.1: Last date for submission of Proposal is, 10 th Feb. 2015, 3:00PM (IST)		There is discrepancy in Proposal Due Date. If final proposal due date is 6 th April, 2015, the bidder will suggest that, it shall be extended by two weeks' time to 20 th April 2015: 17:00 HRS, considering the extent of information required to be furnished while preparing the response.	Refer Corrigendum 1 (Sl. No. 4)

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PWC	9	Annexure 2-1 Team Composition (PP 39) 2 nd last paragraph	The provision says – “For resource pool, a minimum contribution of Ten (10) man- days per month is envisaged, however, this may increase depending on the project requirement. For resource pool, man-days beyond the envisaged Eight (8) man- days will be paid as per clauses of General Condition of Contract.”	Please clarify whether 10 or 8 man-days per month should be considered for Resource Pool?	Refer Corrigendum 1 (SL. No. 5)
PWC	10	Annexure 2-1 Team Composition Minimum Required Experience and Expertise of Proposed core team and resource pool (PP 40) S.No. 1 Project Director / Team Leader		Please include other major infrastructure sectors like Highways / Rail / Metro in the list of experience	As per RFP
PWC	11	Annexure 2-1 Team Composition Minimum Required Experience and Expertise of Proposed core team and resource pool (PP 41) S.No. 2 Project Manager		Please include other major infrastructure sectors like Highways / Rail / Metro in the list of experience	Refer Corrigendum-1 (Sl. No. 6)

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PWC	12	Annexure 2-1 Team Composition Minimum Required Experience and Expertise of Proposed core team and resource pool (PP 43) S.No. 3 Financial Analyst		Please include other major infrastructure sectors like Highways / Rail / Metro in the list of experience	Agreed
PWC	13	Annexure 2-1 Team Composition (PP 48 and 50) Core Team S.No. 6: Civil Engineer Resource Team S.No. 1: Civil Engineer	The requirements for 'Civil Engineer' as part of core team (2 Nos.) as well as in Resource Team (1 No.) are same.	Bidder proposes that the requirement for 'Civil Engineer' be kept at one place i.e. either Core Team or Resource Pool to be consistent with other roles.	Continuous requirement of the two (2) Civil Engineers is envisaged. However based on the complexity of requirement, minimum engagement ten (10) days per month for additional Civil Engineer is envisaged. The Civil Engineer of resource pool will be engaged as and when required.
PWC	14	Annexure 2-1 Team Composition (PP 57) Evaluation Criteria for the Key Staff and Resource Pool		Please provide the detail breakup for criteria B "Adequacy for the Assignment: Project related (75%)"	Adequacy for the Assignment can be deduced in the General Job Description of the Experts.
PWC	15	Form 3A	The requirement says – "We certify that in the last 3 years, we have neither	The Bidder proposes to reword the point – "We do hereby declare to the best of	As per RFP



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		Form 3H Point No. 5	failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part”	knowledge and information available with the authorised signatory, that to the best of our knowledge and information available with us, we certify that in the last 3 years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part”	
PWC	16	Form 3D		Please allow the bidders to furnish their own Joint Bidding Agreement to provide them flexibility to structure the roles and responsibilities between the members.	As per RFP
PWC	17	Form 4B-1 and 4B-2 “Cost” Column		Please clarify if the total cost for 3 years has to be mentioned or only the cost for first year has to be mentioned.	Financial Proposal for all three (3) years has to be submitted. (Refer Corrigendum No. 2)
PWC	18	Form 4C	The last column of the 2 tables for Core Team and Resource Pool is	Please clarify if the last column for the two tables has to be for first year only or	Financial Proposal for all three (3)

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		Table for Core Team and Resource Pool	inconsistent.	for all 3 years combined.	years has to be submitted. (Refer Corrigendum No. 2)
PWC	19	Form 4E (pp 96) Out of Pocket (Direct) Expenses		Kindly confirm number of outstation visits required, based upon which bidder can work out total OPE, as it forms part of commercial evaluation	Consultant has to do their own assessment based on the scope of work provided.
PWC	20	Section 4: Financial Proposal (PP 96) Form 4D		Please clarify if air travel for both domestic and international sectors be reimbursed.	Domestic and International visits will be planed in coordination with IWAI as and when required to fulfill the project requirement. Only Economy class of Air fare will be reimbursed for that purpose.
PWC	21	Section 6 : Standard Form of Contract (PP 109) Section 6.1.8.8:	The requirement says – “Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.”	Please clarify that the Consultant will provide the services as per the agreed scope of work. Any work falling outside the scope of work shall be provided by Consultant as per agreed price and delivery timelines.	Consultant has to provide the services as per agreed Scope of Work during Negotiation. If IWAI requires any services from the Consultant which is not covered in the agreed Scope of Services then Consultant may charge additional fee for these additional services on mutually agreed rates.



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PWC	22	Section 6 : Standard Form of Contract (PP 109) Section 6.2.1:	The requirement says – “In the event the Consultant is a joint venture consortium, the Members shall be deemed to be jointly and severally liable to the Client for the performance of this Contract.”	The Bidder seeks to propose that the liability of all consortium members should be several and limited to the extent of their portion of services under the contract.	As per RFP
PWC	23	Section 6 : Standard Form of Contract (PP 109) Section 6.2.2:	The requirement says – “In the event the Consultant is a joint venture consortium, without prejudice to the joint and several liability of all the Members, each Member agrees that it shall exercise all rights and remedies under this Contract through the Member in Charge and the Client shall be entitled to deal with such Member in Charge as the representative of all Members.”	The Bidder seeks to propose that the liability of all consortium members should be several and limited to the extent of their portion of services under the contract.	As per RFP
PWC	24	Clause 6.4 Termination (PP112) Clause 6.4.5 (Point b): If the Contract is terminated pursuant to Clause 2.5.1 a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon		Clause 2.5.1 is missing in the RFP	Refer Corrigendum 1 (Sl. No. 9)



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		termination of the Contract.			
PWC	25	Information to Consultants Clause 6.8 (PP 18) General Conditions of Contract – Section 6.5: Obligation of Consultants (PP: 113) ITC Clause 6.8: The compensation for the sub consultant(s) shall not exceed 20% of the annual value of the contract GCC Clause 6.5.4 (Point a(iii)): that the extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price		There is discrepancy in % of sub-contacting work	Refer Corrigendum 1 (Sl. No. 10)
PWC	26	Section 6 : Standard Form of Contract (PP 117) Section: 6.10:	The requirement says – “Responsibility for accuracy of project documents”	Bidder proposes that this clause should refer to the clause 6.13.2 on Indemnity. The responsibility of the Consultant shall limit to the services provided as part of	6.10 Refer Corrigendum 1 (Sl. No. 12) 6.13.2 The responsibility of the

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		(6.10.1.1,6.10.1.2)		this agreement only.	Consultant will be limited to the services provided under agreed Scope of Work of this assignment only.
PWC	27	Section 6 : Special Conditions of Contract (PP 121) Section 6.5.7 (b):	The requirement says – “This limitation of liability shall not affect the Consultants’ liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services. .”	The Bidder proposes to reword the point – “The limitation of liability defined above shall also apply to the Consultants’ liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Service.”	As per RFP
Feedback	28			We request the Authority to kindly clarify if this is a closed tender or global competitive bidding. Accordingly we request the authority to disclose the other recipients of this tender document.	This is a closed tender. IWAI will don't disclose the name of the other recipient.
Feedback	29	Clause 6.4	An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest").	Please elaborate on the exact nature of conflict for the selected consultant i.e. projects / scope that the consultant selected under this tender will NOT be allowed to participate in future. For example, we understand that NW1 is beyond the purview of this tender. Hence, will the selected consultant be allowed to participate in the various	The selected PMC Consultant will not be allowed to participate in the future bids related to the project, in which the PMC Consultants will be directly involved.



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				tenders on the NW1?	
Feedback	30	Clause 7.3; Sr. No. (ix)	Client certifications for the projects listed under the experience section.	We request the Authority to confirm that work orders, proposals with signatures and letters issued on client letter-head would be accepted as "Client certifications".	Completion Certificate issued by the Client for the Completed Projects and a letter from the Client mentioning the physical/financial progress of the project on the Client's Letterhead will be considered for substantially completed projects (90% completed as physical/financial progress).
Feedback	31	Clause 9.4; Sr. No. (1)	Turnover to exceed Rs -200 Cr from the consultancy business over the three preceding financial years	We request the Authority to confirm that turnover of 200 Cr is aggregate turnover of three preceding financial years and not 200 Cr for each financial year.	Refer Corrigendum 1 (Sl. No. 3)
Feedback	32	Clause 9.4; Sr. No. (3)	Experience of at least one project management consulting during last 10 years preceding the PDD, for implementation of area development (urban cities / industrial cities / townships / industrial parks / industrial estates / special economic zones / special investment zones / Inland Waterway Development / Port Development/ Highways/ Railway/ Metro)	We request the Authority to clarify if services such as transaction advisory, programme management would be considered under "Project Management Consulting"	Agreed

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Feedback	33	Clause 9.4; Sr. No. (3)	Experience of consulting work with at least five (3) Indian PSUs / Government agencies on driving large scale business transformation with each such engagement being of a duration of at least one year or more in past 10 years	<p>We request the Authority to kindly elaborate on the term “business transformation” and if engagements such as Vision Development, Long-term strategic association, Institutional Capacity Building etc would qualify as “business transformation”.</p> <p>Also, given that such projects are huge in scale and scope, we request the Authority to kindly remove the “past 10 years” limit and consider projects across the firm’s range of experience.</p>	Refer Sl. No. 4
Feedback	34	Annexure 2-1	Project Director / Team Leader : Minimum of 15 years progressively senior experience across core elements of Project Planning / Structuring / Designing / Construction, Program Management / Supervision, preferably related to Inland Waterways / Coastal Shipping / Port Sector.	<p>We appreciate that the PMC is expected to bring significant value-add to IWAI and the inland waterway sector in India.</p> <p>Given that inland waterway is at a nascent stage in India, it would be difficult to locate experts in India with required experience.</p> <p>We understand that the Authority is open to considering international experts who have in-depth experience in the sector.</p>	<p>It has already been mentioned in the Minimum Qualification Criteria that in case of Joint Venture, Criteria can be met jointly.</p> <p>Invited Consultant can form Joint Venture/Consortium with any international firm to enhance their expertise and experience.</p> <p>Also Consultant may propose international expert for this</p>



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				<p>It thus implies that the Consulting firms could collaborate with international firms and that the Project Director could be from the international firm. Consequently, the international firm would have to be the lead partner in the Consortium.</p> <p>However, the "Minimum Qualification criteria" as per clause 9.4 requires firms to have experience of working and advising clients in India.</p> <p>This is contradictory in nature. We request the Authority to allow international firms to take the lead in the consortium and accordingly change the "Minimum Qualification Criteria" or allow the Project Director and Project Managers to be from the second/third party in the Consortium.</p>	assignment.
Feedback	35	Clause 7.3 (i); Page No. 18	Traffic & Business Development Expert: Should have Masters in Transport Planning or equivalent with expertise in traffic and transport studies for major transport infrastructure projects (Highways / IWT / Port / Coastal Shipping).	We request the Authority to also consider Master Degree in Business Administration with expertise in traffic and transport studies for major transport infrastructure projects (Highways / IWT / Port / Coastal Shipping).	As per RFP



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Mott MacDonald	36	Page No 17, Clause 6.5	An Applicant appointed for providing consultancy for this assignment, or its affiliate, shall be disqualified from providing subsequently providing goods or works of services related to the design, project management, review, supervision, construction & operation of project or assignment initiated or managed by IWAI for the duration for which the appointed PMC will be engaged by IWAI.	Please clarify if there will be a separate PMC for NW1 services later on or the scope for the PMC for same will be covered in this assignment. If it is going to be separate PMC, the bidder may be allowed to bid for the same.	Scope of work covers NW-1 (apart from world bank project)
Mott MacDonald	37	Page No 18, 6.9 (i)	Limit on members of consortium to 3 (One lead member of JV+1 JV partner+1 consultant)	It is requested to consider limit of consortium member to 4 members (One lead member of JV+2 JV partner+1 sub consultant/or JV partner)	Refer Corrigendum 1 (SL. No. 1)
Mott MacDonald	38	Page No 10, 1.9	Full clause	Our understanding is that if the arbitrator is going on currently for some projects, that should be considered.	As per RFP
Mott MacDonald	39	Page No 19, 7.3 (i)	The key personnel must be full time employee of the firm	It is sometimes difficult to have long term deployment and deployments are required for reasons beyond our control. It is requested to relax this condition.	Refer Corrigendum 1 (Sl. No. 2)
Mott MacDonald	40	Page No 19, 7.3(vii)	Each CV needs to be recently signed by the key personnel and countersigned by the authorised official of this firm	At the bid stage, it is requested that the signing of the authorized official of the firm is considered, as due to tight bid time frame, at times it gets difficult to mobilise original signatures due to paucity of time. Once the preferred bidder is decided the original signed signatures can be	As per RFP



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				submitted during the time of negotiations.	
Mott MacDonald	41	Page No 22, 7.10	Experience of sub consultant will not be considered	Experience of sub consultant is requested to be considered if they are allowed a compensation of 20% is allowed to them from the total contract.	As per RFP
Mott MacDonald	42	Page No 28, 9.4 point1 9.4 point 2	Turnover to exceed 200 crores from consultancy business Experience of Infrastructure projects	Too high. It is requested to be considered 150 crores. Would construction supervision projects be allowed? Also weather urban transportation projects/large water/waste water projects can be considered?	As per RFP
Mott MacDonald	43	Page No 28, 9.4 point 4	Experience of consulting work with at least five (3) Indian PSUs/Govt Agencies	Please clarify whether it is 5 of 3 qualified projects. Also it is requested to consider both national / international projects.	Refer Corrigendum 1 (Sl. No. 3)
Mott MacDonald	44	Page No 29, 9.5.4.A2 Last para	Project cost of 1000 crores	This appears to be on the higher side, It is requested to restrict it to 500 crores.	As per RFP
Mott MacDonald	45	Page no 2, 10.2	Remuneration payable to temporary staff – 90%	It is considered to pay 97% of the original remuneration	As per RFP
Mott MacDonald	46	Page No. 36,	Tentative schedule for selection process – Proposal Dues Date 06/04/2015	This is too tight for a large bid like this. It is requested to consider minimum 6 weeks of extension,	Refer Corrigendum 1 (Sl. No. 4)
Mott MacDonald	47	Page No 37, 1.0	Technical/Financial Weightage 80/20	This is requested to be considered as 90/10	As per RFP



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Mott MacDonald	48	Page No 38, Data Sheet Point 3	Resource pool minimum man-days	For the purpose of common evaluation, the minimum inputs of the resource pool to be defined and adopted commonly by all bidders. Also in the resource pool, we envisage the need for Monitoring and Evaluation Expert, R & R expert and Programming Expert/Scheduler. Also we envisage that River Engineering Expert is required for the full contract. Please confirm the requirement.	As per RFP
Mott MacDonald	49		Scope of work	Scope of work for PMC also includes project appraisal and monitoring. Please confirm whether any design review is covered in the scope?	Yes, Proof Checking of the Design, Drawings and the documents prepared by the Contractors/Consultants is included in the Scope of Work of the Project.
Mott MacDonald	50		Scope of work PMC	The scope covers aspects of capacity building however no key position has been provided for the same. Please confirm if you would need the capacity building expert separately? Also please confirm what would be the PMCs role in capacity building. Do we need to assist or conduct training ourselves?	Capacity Building is covered in the scope of work. Based on the own assessment, Consultant may propose additional manpower for smooth execution of the project.
Mott	51	Page No 99, TOR 2 A	The PMC will also be responsible for any other work which might be given to	This is an open ended statement. Please clarify.	As per RFP



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MacDonald			IWAI by any other Central/State Government which may or may not be related to IWAI Projects.	The scope of work to be restricted to work related to IWAI only.	
Mott MacDonald	52		Liquidity Damages: Fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of the delay or part thereof. The aggregate maximum of liquidated damages payable to the client under this clause shall be subject to a maximum of 10% of the total contract fees.	As consultant will be responsible for managing the programme and only supervising works and going to have time based deployment, how can the consultant be responsible for the delays due to other parties?	Refer Corrigendum 1 (Sl. No. 13)

Yours Sincerely

(Hydrography Chief)
Inland Waterways Authority of India