



Project Management Consultancy (PMC) Services for Inland Waterways Transportation (IWT) Sector Development

Corrigendum No. 1

Sl. No.	RFP Clause Reference	As per RFP	As per Modified/ to be read as
1	Information to Consultant Clause 6.9 (i) Page No. 17	Number of members in a consortium shall not exceed 3 (three) and limited to two Joint Venture partner including lead; (One Lead member of the JV + One JV Partner+ One Sub Consultant)	Consortium/Joint Venture (JV) means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the consortium/JV, and where the members of the consortium/JV are jointly and severally liable to the Client for the performance of the Contract
2.	Information to Consultant Clause 7.3 (i) Page No. 17	The Key Personnel must be permanent and full time employee(s) of the firm.	The undertaking from the Applicant to ensure the availability of the personnel at the time of commencement of the services will be required.
3	Information to Consultant Clause 9.4 Page No. 26	Minimum Qualification Criteria (To be satisfied by the lead partner or to be jointly satisfied by both the JV partner) <ul style="list-style-type: none">• Turnover to exceed Rs -200 Cr from the consultancy business over the three preceding financial years, this should be supported by the documents certified by a Chartered Accountant;• 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;	Minimum Qualification Criteria (To be satisfied by the Sole Bidder or to be jointly satisfied by the JV partners) <ul style="list-style-type: none">• Turnover to exceed Rs -200 Cr (Cumulative) from the consultancy business over the three preceding financial years, this should be supported by the documents certified by a Chartered Accountant;• Experience of consulting work with at least three (3) Indian PSUs / Government agencies on driving business transformation with each such engagement being of a duration of at least one year or more in past 10 years (this eligibility criteria can be fulfilled in conjugation with Clause 9.5.4 A2, Page No. 27).
4.	Datasheet Clause 4.1 Page No. 35 Information to Consultant	The last date of submission of proposal is: 10th February, 2015 before 3:00PM (IST)	The last date of submission of proposal: 15 th April 2015 before 17:00 Hrs. (IST)



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	Clause 15 Page No. 33	Proposal Due Date: 06/04/2015 , 17:00 Hrs	
5.	Annexure 2-1 Page No. 36	<p>Team Composition</p> <p>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.</p>	<p>Team Composition</p> <p>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 Ten (10) man days will be paid as per clauses of General Condition of Contract. For periods of less than one month shall be calculated on a calendar-day basis for expert used from resource pool (one day being equivalent to 1/30th of a month).</p>
6	Annexure 2-1 Page No. 37	<p>Project Managers (2 Nos.)</p> <p>Educational Background and Experience: Should have Masters Degree in Engineering / Business Administration from a reputed and recognized university or institutions.</p> <p>Minimum of 10 years experience in all facets and domains of infrastructure with appropriate experience in planning / supervision / project appraisal of large cities and industrial regions with allied infrastructure preferably related to Inland Waterways / Coastal Shipping / Port Sector.</p> <p>The Project Managers should have exposure of commercial ventures / business models.</p> <p>Minimum 5 years with at least two programs in leadership capacity with accountability and responsibility for performance including quality, budget, schedule, client and stakeholder management.</p> <p>The Project Managers should preferably have international experience of similar nature.</p>	<p>Project Managers-1</p> <p>Educational Background and Experience: Should have Master Degree in Engineering / Business Administration from a reputed and recognized university or institutions.</p> <p>Minimum of 10 years of experience in all facets and domains of infrastructure with appropriate experience in planning / supervision / project appraisal of large cities and industrial regions with allied infrastructure preferably related to Inland Waterways / Coastal Shipping / Port Sector/ Highways / Rail / Metro.</p> <p>The Project Managers should have exposure of commercial ventures / business models.</p> <p>Minimum 5 years with at least two programs in leadership capacity with accountability and responsibility for performance including quality, budget, schedule, client and stakeholder management.</p> <p>The Project Managers should preferably have international experience of similar nature.</p>



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			<p>Project Managers-2</p> <p>Educational Background and Experience: Should have Master Degree in Engineering / Business Administration from a reputed and recognized university or institutions.</p> <p>Minimum of 10 years of experience in all facets and domains of infrastructure with appropriate experience in planning / supervision / project appraisal of large cities and industrial regions with allied infrastructure preferably related to Inland Waterways / Coastal Shipping / Port Sector.</p> <p>The Project Managers should have exposure of commercial ventures / business models.</p> <p>Minimum 5 years with at least two programs in leadership capacity with accountability and responsibility for performance including quality, budget, schedule, client and stakeholder management.</p> <p>The Project Managers should preferably have international experience of similar nature.</p>
7	Annexure 2-1 Page No. 38	<p>Procurement Contract Specialist (1 Nos.)</p> <p>Educational Background and Experience: Degree in Engineering from a reputed University or institution.</p> <p>Minimum 7 years of experience in managing procurement of various consultancy / works contracts under different modes of funding including the multilateral / bi-lateral funded large public sector programs and procurement of Contracts under different PPP modes of delivery as per the procurement guidelines of Govt. of India.</p>	<p>Procurement Contract Specialist (1 Nos.)</p> <p>Educational Background and Experience: Degree in Engineering from a reputed University or institution.</p> <p>Minimum 10 years of experience in managing procurement of various consultancy / works contracts under different modes of funding including the multilateral / bi-lateral funded large public sector programs and procurement of Contracts under different PPP modes of delivery as per the procurement guidelines of Govt. of India.</p>



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		Experience should include preparation and maintenance of procurement plans, bid process management, documentations, audit / review of procurement records, handling procurement related queries/complaints and any other requirement.	Experience should include preparation and maintenance of procurement plans, bid process management, documentations, audit / review of procurement records, handling procurement related queries/complaints and any other requirement.
8.	Annexure 2-1 Page No. 46	Logistics Expert (1 Nos.) Educational Background and Experience: Should be graduate preferably in Engineering with experience in Railway / IWT / Port and Multi-modal Logistic Planning. Minimum 10 years of experience in the relevant field.	Logistics Expert (1 Nos.) Educational Background and Experience: Should be graduate preferably in Engineering with experience in Railway / IWT / Port Development/ Supply Chain Management/Multi-modal Logistic Planning. Minimum 10 years of experience in the relevant field.
9.	General Condition of Contract Clause 6.4.5 Page No. 98	6.4.5 Payment upon Termination: 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 termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The consultant will be required to pay any such liquidated damages to Client within 30 days of termination date.	6.4.5 Payment upon Termination: b) If the Contract is terminated pursuant to Clause 6.4.1 a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The consultant will be required to pay any such liquidated damages to Client within 30 days of termination date.
10.	General Condition of Contract Clause 6.5.4 Page No. 100	6.5.4 Consultant's Actions Requiring Client's Prior Approval: a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract, (iii) that the extent of sub-contracting would be	6.5.4 Consultant's Actions Requiring Client's Prior Approval: a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract should have been approved in writing by the Client prior to the execution of the subcontract, (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract, (iii) that the extent of sub-contracting would be



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		restricted to 30 (thirty) percent of the contract price, and (iv) the Client will be provided by the Consultant with particulars (name, financial & technical background, sub-consultancy fee) of the sub-consultant.	restricted to 20 (twenty) percent of the contract price, and (iv) the Client will be provided by the Consultant with particulars (name, financial & technical background, sub-consultancy fee) of the sub-consultant.
11.	Information to Consultant Clause 10.2 Page No. 29 General Condition of Contract Clause 6.6.2 Page No. 101	Since this is a long term contract some staff turnover in the core team and resource pool is normal. The Consultant will fill a vacancy with equally qualified and experienced staff immediately. In cases when a critical vacancy cannot be filled immediately, due to conditions beyond the consultants control, the consultant will be allowed to fill the critical vacancy for temporary periods up to 3 months but only with IWAI's approval and assessment that the replacement personnel is of equivalent qualifications. The remuneration payable for such temporary personnel shall not exceed 90% of the remuneration which would have been payable for the personnel replaced, for the remaining period. For avoidance of doubt, the Client will not consider any staff turnover as the basis for any project delays – the Consultant is expected to meet every deliverable due dates, and the project completion milestones as approved by the Client.	(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. For the reason other than health or death If, it becomes necessary to replace any of the Personnel, for the reason beyond the control of consultant, the Consultants shall provide as a replacement a person of equivalent or better qualifications. The Consultant will fill a vacancy with equally qualified and experienced staff immediately. In cases when a critical vacancy cannot be filled immediately, due to conditions beyond the consultant's control, the consultant will be allowed to fill the critical vacancy within 4 weeks. (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client. (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs



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			arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid to any of the Key Personnel provided as a replacement shall be 95% of the remuneration which would have been payable to the Key Personnel replaced. (d) For avoidance of doubt, the Client will not consider any staff turnover as the basis for any project delays – the Consultant is expected to meet every deliverable due dates, and the project completion milestones as approved by the Client.
12.	General Condition of Contract Clause 6.10.1 Page No. 103	6.10.1 General 8.10.1.1 The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services. 6.10.1.2 The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.	6.10.1 General 6.10.1.1 The Consultant shall be responsible for checking the accuracy of the Designs, drawings, estimate and all other details prepared by other Consultants as part of these services. He shall inform the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for suggesting correction in designs, drawings, estimate and all other details prepared by other Consultants. The Consultant will indemnify the Client if he fails to inform the Client about discrepancies in the designs, drawings, estimate and all other details prepared by other Consultants. The Consultant will also indemnify the Client if there are any discrepancies in the final version of Designs, drawings, estimate and all other details prepared by other Consultants, which is accepted and approved by PMC Consultant.
13.	General Condition of Contract Clause 6.11 Page No. 103	6.11 Liquidated damages If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of 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	6.11 Liquidated damages: a) If the selected Consultant fails to fill the position of replaced/removed personnel, within the period of 4 weeks (including the 10 days of time for acceptance and approval of IWAI), the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 3% of the monthly remuneration rate of such professional will be directly attributed to the non-deployment period only.



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		fees.	b) In the circumstances specified in a), the liquidated damages on non-deployment of personnel shall be calculated on a calendar-day basis (one day being equivalent to 1/30th of a month).

Yours Sincerely

(Hydrography Chief)
Inland Waterways Authority of India