



NAMAMI GANGE

National Mission for Clean Ganga (NMCG)
Ministry of Water Resources, River Development & Ganga Rejuvenation
1st Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi – 110002

F.No: Rd-63014/1/2017/PPP/NMCG

Dated: 9th October 2017

Addendum to Request for Proposal Document

Sub: Appointment of Project Engineer for the Development of new 50 MLD Sewage Treatment Plants (STPs) at Varanasi , through Hybrid Annuity based PPP mode:

Sl. No	Clause No & Reference	Original Clause	Revised Clause.
1	1.8 – Proposal Due Date or PDD.	16 th October 2017, 12.30 PM	25 th October 2017, 12.30 PM.
2	1.8 – Meeting for Presentation of Approach & Methodology	27 th – 31 st October 2017	6 th – 8 th November 2017.
3	1.8 – Opening of Proposals	16 th October 2017, 1.00 PM	25 th October 2017, 1.00 PM.

Sl. No	Clause No & Reference	Original Clause	Revised Clause.
4	2.1.1	Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. The Bidder shall be a Sole Firm /Single entity and, the manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. Consortium/Joint Venture is not allowed.	Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. The Bidder shall be a Sole Firm /Single entity or a consortium/joint venture of firms and, the manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. If the Bidder is a consortium/joint venture the combined Technical and Financial capacity of all members shall be considered for determining the eligibility of the Bidder as per clause 2.2.2 of the RFP document. However maximum number of members/partners are limited to two and other terms and conditions of the RFP document are applicable to each member of the consortium/joint venture. Also all members of the consortium are jointly and severally responsible for performance of the assignment. Bidder shall also submit the details of each member of the consortium in Form – 2 of Appendix I: Particulars of the Bidder and a Joint Bid Agreement with the provisions mentioned in clause 2.1.5.
5	2.1.4 – Non Key Expert: Safety Expert - Experience	Must be a licensed or registered Safety Engineer in the field of Urban-Civil works with more than 10 years of overall experience and 3 years in sewerage works projects. He should have undertaken at least 2 Eligible Projects.	Must be a licensed or registered Safety Engineer in the field of infrastructure works with more than 10 years of overall experience. He should have undertaken at least 2 Infrastructure Projects in the capacity of Safety Expert.

Sl. No	Clause No & Reference	Original Clause	Revised Clause.
6	2.1.5 (Additional Clause)	Nil	<p>If the Bidder is a consortium then, the members of the Consortium shall enter into a binding Joint Bidding Agreement in an agreeable format, for the purpose of making and submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, <i>inter alia</i>:</p> <ul style="list-style-type: none"> <li data-bbox="1287 492 1904 553">i. Nominate one of the Members as the Lead Member of the Consortium. <li data-bbox="1287 565 1904 776">ii. Convey the intent to enter into the agreement by the Lead Member and subsequently perform all the obligations of the Project Engineer in terms of the agreement, in case the assignment is awarded to the Consortium; <li data-bbox="1287 787 1904 849">ii. Clearly outline the proposed roles and responsibilities, if any, of each member; and <li data-bbox="1287 860 1904 1063">v. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Project Engineer in relation to the Project until the completion of the assignment.

Sl. No	Clause No & Reference	Original Clause	Revised Clause.
7	2.2.2(A) Technical Capacity.	<p>The Bidder shall have, over the past 7 (seven) years preceding the PDD, has completed a minimum of 3 (three) Eligible Assignments as specified in Clause 3.1.4. The technical experience mentioned herein is the minimum eligibility criteria for completed projects for any Bidder. Over and above this Bidder may submit additional completed /ongoing projects for claiming the Technical Capacity in accordance with clause 3.1.4 of the RFP document. However ongoing projects will be considered for evaluation only if the Bidder has received 80% of the professional fees /assignment value for the project.</p>	<p>The Bidder shall have, over the past 10 (ten) years preceding the PDD, has completed a minimum of 3 (three) Eligible Assignments as specified in Clause 3.1.4. The technical experience mentioned herein is the minimum eligibility criteria for completed projects for any Bidder. Over and above this Bidder may submit additional completed /ongoing projects for claiming the Technical Capacity in accordance with clause 3.1.4 of the RFP document. However ongoing projects will be considered for evaluation only if the Bidder has received 80% of the professional fees /assignment value for the project.</p>
8	2.26.2 : Substitution of Key Personnel.	<p>The NMCG expects all the Key Personnel to be available during implementation of the Agreement. The NMCG will not consider substitution of Key Personnel except for reasons not attributable to the Project Engineer such as any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the NMCG. As a condition to such substitution, a sum equal to 10% (ten per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Project Engineer. In the case of a further substitutions hereunder, such deduction shall be 15% (fifteen per cent) of the remuneration specified for the original Key Personnel for each substitution. 2.26.3 Substitution</p>	<p>The NMCG expects all the Key Personnel to be available during implementation of the Agreement. The NMCG will not consider substitution of Key Personnel except for reasons not attributable to the Project Engineer such as any incapacity, resignation or due to health. Such substitution shall ordinarily be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the NMCG. As a condition to such substitution, a sum up to 10% (ten per cent) of the remuneration specified for the original Key Personnel may be deducted from the payments due to the Project Engineer. In the case of a further substitutions hereunder, such deduction shall be up to 15% (fifteen per cent)</p>

Sl. No	Clause No & Reference	Original Clause	Revised Clause.										
		of the Team Leader will not normally be considered and may lead to disqualification of the Bidder or termination of the Agreement.	of the remuneration specified for the original Key Personnel for each substitution.										
9	3.1.3 Marks for the Key Personnel Qualification.	Qualification : 30 % <table border="1" data-bbox="604 414 991 808"> <tr> <td>Relevant Graduation</td> <td>10%</td> </tr> <tr> <td>Relevant Post Graduation</td> <td>10%</td> </tr> <tr> <td>Relevant PhD/Doctorate</td> <td>10%</td> </tr> </table>	Relevant Graduation	10%	Relevant Post Graduation	10%	Relevant PhD/Doctorate	10%	Qualification : 30 % <table border="1" data-bbox="1289 414 1675 662"> <tr> <td>Relevant Graduation</td> <td>15%</td> </tr> <tr> <td>Relevant Post Graduation</td> <td>15%</td> </tr> </table>	Relevant Graduation	15%	Relevant Post Graduation	15%
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10	3.1.4(A) – Eligible Technical Consultancy Projects.	For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, Project Management Consultancy(PMC)/design engineering & construction/Owner’s Engineer/ consultancy assignments for the following projects shall be deemed as eligible assignments (the “ Eligible Technical Assignments ”): (i) Sewerage Schemes or Sewerage Systems that includes at least one 25 MLD Sewage Treatment Plant (STP)/Effluent Treatment Plant/Common Effluent Treatment Plant and having an estimated capital cost of at least Rs. 50 (fifty) crore in case of a project in India, and US \$ 25 (twenty five) million for projects elsewhere	For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, Project Management Consultancy(PMC)/design engineering & construction/Owner’s Engineer/ consultancy assignments for the following projects shall be deemed as eligible assignments (the “ Eligible Technical Assignments ”): (i) Sewerage Schemes or Sewerage Systems that includes at least one 25 MLD Sewage Treatment Plant (STP)/Effluent Treatment Plant/Common Effluent Treatment Plant.										

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11	13.2 – Schedule I: Time schedule of payment.	<p>Time schedule for important Deliverables of the Consultancy and the payment schedule linked to the specified Deliverables of the Concessionaire for the Project. However an indicative set of payments for the delivery of services are as follows:</p> <table border="1" data-bbox="604 483 1262 1357"> <thead> <tr> <th>S.No</th> <th>Particulars</th> <th>% of fee paid</th> <th>Cumulative %</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception Report</td> <td>1%</td> <td>1%</td> </tr> <tr> <td>2</td> <td>Approval of Basic Engineering Drawings</td> <td>3%</td> <td>4%</td> </tr> <tr> <td>3</td> <td>Monthly retainer ship payment for the Project Engineer during construction (24 months)</td> <td>2.5% for each month =60%</td> <td>65%</td> </tr> <tr> <td>4</td> <td>Certification for the achievement of first construction milestone by</td> <td>2%</td> <td>67%</td> </tr> </tbody> </table>	S.No	Particulars	% of fee paid	Cumulative %	1	Inception Report	1%	1%	2	Approval of Basic Engineering Drawings	3%	4%	3	Monthly retainer ship payment for the Project Engineer during construction (24 months)	2.5% for each month =60%	65%	4	Certification for the achievement of first construction milestone by	2%	67%	<p>Time schedule for important Deliverables of the Consultancy and the payment schedule linked to the specified Deliverables of the Concessionaire for the Project. However an indicative set of payments for the delivery of services are as follows:</p> <p>A. During Construction period:</p> <table border="1" data-bbox="1291 521 1919 1369"> <thead> <tr> <th>S.No</th> <th>Particulars</th> <th>% of fee paid</th> <th>Cumulative %</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception Report & Approval of Basic Engineering Drawings</td> <td>5%</td> <td>5%</td> </tr> <tr> <td>2</td> <td>Certification for the achievement of first construction milestone by the Concessionaire</td> <td>15%</td> <td>20%</td> </tr> <tr> <td>3</td> <td>Certification for the achievement of second construction milestone by</td> <td>15%</td> <td>35%</td> </tr> </tbody> </table>				S.No	Particulars	% of fee paid	Cumulative %	1	Inception Report & Approval of Basic Engineering Drawings	5%	5%	2	Certification for the achievement of first construction milestone by the Concessionaire	15%	20%	3	Certification for the achievement of second construction milestone by	15%	35%
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			the Concessionaire				the Concessionaire		
		5	Certification for the achievement of second construction milestone by the Concessionaire	2%	69%	4	Certification for the achievement of third construction milestone by the Concessionaire	15%	50%
		6	Certification for the achievement of third construction milestone by the Concessionaire	2%	71%	5	Certification for the achievement of fourth construction milestone by the Concessionaire, Issuance of COD certificate and approval of As built drawings.	20%	70%
		7	Certification for the achievement of fourth construction milestone by the Concessionaire	2%	73%	6	Monthly Payment in accordance with the deployment of Key Personnel.	30%	100%
		8	Certification and approval of as built	1%	74%				

Sl. No	Clause No & Reference	Original Clause				Revised Clause.															
			drawings by Concessionaire				(*Please see the note below)														
		9	Completion of trial run and issue of COD certificate	2%	76%	<p>*Payment is limited to 1.25% per month of the contract value for construction period. The billing shall be on the basis of man months/man-days deployed for the month along with the submission of monthly progress report. If in any month, the deployment is lower than 1.25% of the value then balance of in that month shall be added to the next month on cumulative basis.</p> <p>B. Payment of fees for supervision of O & M.</p> <table border="1" data-bbox="1289 764 1919 1409"> <thead> <tr> <th data-bbox="1289 764 1388 837">S.No</th> <th data-bbox="1388 764 1617 837">Particulars</th> <th data-bbox="1617 764 1778 837">% of fee paid</th> <th data-bbox="1778 764 1919 837">Cumulative %</th> </tr> </thead> <tbody> <tr> <td data-bbox="1289 837 1388 1338">1</td> <td data-bbox="1388 837 1617 1338">Payment during O & M period on submission of certificate for adherence to KPIs on prorate basis for 12 months (Billing on the basis of man days/man months spend on the project)</td> <td data-bbox="1617 837 1778 1338">8% for each month = 96%</td> <td data-bbox="1778 837 1919 1338">96%</td> </tr> <tr> <td data-bbox="1289 1338 1388 1409">2</td> <td data-bbox="1388 1338 1617 1409">Final certification of</td> <td data-bbox="1617 1338 1778 1409">4%</td> <td data-bbox="1778 1338 1919 1409">100%</td> </tr> </tbody> </table>				S.No	Particulars	% of fee paid	Cumulative %	1	Payment during O & M period on submission of certificate for adherence to KPIs on prorate basis for 12 months (Billing on the basis of man days/man months spend on the project)	8% for each month = 96%	96%	2	Final certification of	4%	100%
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		10	Payment during O & M period on submission of certificate for adherence to KPIs on prorate basis for 12 months	2% for each month = 24%	100%																

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			Senior Electrical Engineer	120	30		Senior Electrical Engineer	6	1
			Senior Instrumentation Engineer	120	30		Senior Instrumentation Engineer	6	1
			Senior Structural Engineer	120			Senior Structural Engineer	6	
			Safety Expert	150			Safety Expert	6	
			O & M Engineer		120		O & M Engineer		4
			Total	1710	225		Total man months	72	7.5
		<p>In addition to the above the selected bidder is expected to provide necessary institutional support / support personnel to the Key Personnel for successful completion of the assignment.</p>							

Sl. No	Clause No & Reference	Original Clause	Revised Clause.
13	2.4 - – Schedule II : Agreement	<p>Expiry of Agreement</p> <p>Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the NMCG; and (ii) the expiry of 1 (one) year from the Effective Date. Upon Termination, the NMCG shall make payments of all amounts due to the Project Engineer hereunder.</p>	<p>Expiry of Agreement</p> <p>Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the NMCG; and (ii) the expiry of 5 (five) year from the Effective Date. Upon Termination, the NMCG shall make payments of all amounts due to the Project Engineer hereunder.</p>

Sl. No	Clause No & Reference	Original Clause	Revised Clause.
	<p>4.4 – Schedule II : Agreement.</p> <p>Substitution of Key Personnel</p>	<p>The NMCG expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The NMCG will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Project Engineer and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the NMCG. Without prejudice to the foregoing, substitution of key personnel shall be permitted subject to the reduction of a sum equal to 10% (ten per cent) of the remuneration specified for the original Key Personnel from the payments due to the Project Engineer. In the case of a further substitutions hereunder, such deduction shall be 15% (fifteen per cent) of the remuneration specified for the original Key Personnel for each substitution.</p>	<p>The NMCG expects all the Key Personnel to be available during implementation of the Agreement. The NMCG will not consider substitution of Key Personnel except for reasons not attributable to the Project Engineer such as any incapacity, resignation or due to health. Such substitution shall ordinarily be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the NMCG. As a condition to such substitution, a sum up to 10% (ten per cent) of the remuneration specified for the original Key Personnel may be deducted from the payments due to the Project Engineer. In the case of a further substitutions hereunder, such deduction shall be up to 15% (fifteen per cent) of the remuneration specified for the original Key Personnel for each substitution.</p>
	<p>7.2.1 – Schedule II : Agreement</p>	<p>Liquidated Damages for error/variation</p> <p>In case any error or variation is detected in the reports submitted by the Project Engineer and such error or variation is the result of negligence or lack of due diligence on the part of the Project Engineer, the consequential damages thereof shall be quantified by the NMCG in a reasonable manner and recovered from the Project Engineer by way of deemed liquidated damages, subject to a</p>	<p>Liquidated Damages for error/variation</p> <p>In case any error or variation is detected in the reports submitted by the Project Engineer and such error or variation is the result of negligence or lack of due diligence on the part of the Project Engineer, the consequential damages thereof shall be quantified by the NMCG in a reasonable manner and recovered from the Project Engineer by way of deemed</p>

Sl. No	Clause No & Reference	Original Clause	Revised Clause.
		maximum of 50% (fifty per cent) of the Agreement Value.	liquidated damages, subject to a maximum of 20% (twenty per cent) of the Agreement Value.
	Appendix II – Form -2 Financial Proposal		Please refer to the revised format given below.

APPENDIX – I

Form no:14

Certificate for Associate from Statutory Auditor.

Certificate regarding Associate

Based on the authenticated record of [*Insert name of the Company*], this is to certify that [more than 50% (fifty per cent) of the subscribed and paid up voting equity of (name of the Bidder/Member/ Associate) is held, directly or indirectly, by (name of Bidder/Member/Associate)

By virtue of the aforesaid, the latter exercises control over the former, who is an Associate.]

[..... (name of Bidder/Member/Associate) has the power, directly or indirectly, to direct or influence the management and policies of (Bidder/Member) by operation of law, contract or otherwise]. By virtue of the aforesaid, the former exercises control over the latter, who is an Associate.]

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Bidder/Member and the Associate. In the event the Associate is under common Control with the Associate/Consortium Member or the Control is exercised by operation of law, the relationship may be suitably described and similarly certified herein.}

Signature, name and designation of the authorized signatory
of the Statutory Auditor:

Name, Address & Seal of the Statutory Auditor

APPENDIX-II

(See Clause 2.1.3)

Form-2

Financial Proposal

Item No	Description	Amount in Rs
1.	COST OF ASSIGNMENT DURING CONSTRUCTION PERIOD	
A	Resident Personnel	
A.I	Remuneration for Resident Professional Personnel (inclusive of all personal allowances)	
A.II	Remuneration for Resident Support Personnel (inclusive of all personal allowances)	
	Total of Resident Personnel cost (A).	
B.	Expatriate Personnel	
B.I	Remuneration for Expatriate Personnel (inclusive of all personal allowances)	
	Total Expatriate Personnel cost(B)	
C	Total Personnel Cost during construction period (A + B)	
2	Cost Of Assignment During O & M Period	
D	Resident Personnel cost during O & M period	
3	Total personnel cost of the assignment(1 + 2)	
4	Local Cost During Construction	
E	Office Rent(if any)	
F	Office Consumables like stationery, communication etc.	
G	Office Furniture and Equipment (Rental)	
H	Reports and Document Printing	

I	Surveys & Investigations	
J	Miscellaneous Expenses	
	Total Local Cost During Construction (4)	
5	Local cost during O &M if any (such as rent, furniture, equipment, stationary etc).	
6	Total of Personnel and Local Cost(3 + 4 +5)	
7	Goods & Services Tax	
8	Total cost including Taxes(4+5+6) in Rs In Indian Rupees(in Figures) Rupees.....(in Words)	
9	Additional Costs(not included in evaluation)	
K	Domestic travel from firm's office to the Project Office (restricted to three return economy class air fares for each Personnel)	
L	International travel from firm's office to the Project Office (restricted to two return full fare economy class air fares for each Expatriate Personnel)	
M	Return journeys from Project Office to NMCG's office to attend meetings held by the NMCG (provide indicative amount for three return fares)	
	Total Additional Cost(9)	
10	Total cost of Consultancy(8+9) In Indian Rupees----- (In Figures) Rupees.....(In Words)	

(Signature, name and designation of the authorized signatory)

Note:

1. The financial evaluation shall be based on the above Financial Proposal, excluding Additional Costs. The total in Item 7 shall, therefore, be the amount for purposes of evaluation. Additional Costs in Item H shall not be reckoned for purposes of financial evaluation.
2. Estimate of Personnel Costs shall be as per Form-3.
3. The reimbursement of expenses shall be limited to the amounts indicated above.
4. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
5. Additional Costs (Travel costs) are subject to the norms as mentioned below:
 - a) The Client shall make payment to the Consultant for all such reimbursable expenses as incurred by the Consultant or their Personnel for outstation visit(s) (outside Varanasi) as may be required for providing services under this contract, provided that such outstation work has been approved by the Client and evidenced by submission of supporting documents.
 - b) The reimbursable expenses shall include, travel from the Client's office/ residence of Personnel in Varanasi to local airport or railway station, air, rail and / or car travel to place of visit(s), local travel allowance in place(s) of visit(s), boarding and lodging allowances for the period of stay, return fare from place(s) of visit(s) to the Client' office in Varanasi, among other such minor project related and approved expenditures by the Client for purposes of rendering services.
 - c) The Client shall make payment for the reimbursable expenses at the rate as applicable for the NMCG personnel of the corresponding level and in manner as mentioned in terms of Clause 6.1.2. The rates applicable for the purposes of reimbursements shall be lower of the actual as incurred or as mentioned herein below as approved by the Client:

Class of Travel	Local Conveyance (office purpose)	Daily Allowance (INR/Day)	
			As per Actuals (Maximum Ceiling)
	(On approval by the Client)	Boarding	Hotel Accommodation
Air- Economy / AC-II class/Chair car in Trains or actual fare on other modes of transport	Taxi @ Rupees 24/-(Twenty four) per kilometer. Auto rickshaw/scooter at Rs 12/-	Reimbursable on actual, the expenditure should not exceed Rupees 1000/-(one	Maximum Rupees 4500/-(four thousand and five hundred) only or as per actual bills whichever is lower.

whichever is lowest.	(Twelve) per Kilometer.	thousand) per day.	
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Note: Any revision in the reimbursable expenses as per NMCG policy, the same should be applicable for this assignment as well.