

National Mission for Clean Ganga
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi-110002

RFP No.: P-03/2014-15/0120/NMCG

Corrigendum No. 1

Issued on: 12.10.2017

“Selection of Consultant firm for procurement Management Support Services”

S. No .	Clause Reference	Existing Clause		Amended Clause	
1	Pg. No. 7 Clause 1.8	Event Description	Date	Event Description	Date
		Proposal Due Date or PDD	24.10.2017 up to 12:30 PM	Proposal Due Date or PDD	30.10.2017 up to 12:30 PM
		Opening of Technical Bid	24.10.2017 at 01:00 PM	Opening of Technical Bid	30.10.2017 at 01:00 PM

S. No	Clause Reference	Existing Clause	Amended Clause
2	Pg No. 8 Clause 1.10.3	All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:	All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters: “Shri. Indresh Kumar Sawhney Procurement Specialist National Mission for Clean Ganga, 1 st Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110002. Phone: 011 - 23072900 Email: indresh.sawhney@nmcg.nic.in c.c.: ed.projects@nmcg.nic.in”
3.	Pg No 9, Clause 2.1.1	<p>Financial Capacity:</p> <p>i) The Bidder should have average annual turnover of Rs.12 (twelve) crore during past 3 (three) financial years preceding the Proposal Due Date.</p> <p>ii) The Bidder should be a profit-making firm during past 3 (three) financial years preceding the Proposal Due Date.</p>	<p>Financial Capacity:</p> <p>i) The Bidder should have average annual turnover of Rs.12 (twelve) crore during past 3 (three) financial years preceding the Proposal Due Date.</p>
4	Pg No 9, Clause 2.1.1	The Bidder shall be a Sole Firm or the lead member of a consortium of firms (the “Lead Member”) as, the case may be.	The Bidder shall be a Single Entity.

S. No	Clause Reference	Existing Clause	Amended Clause
5	Pg No. 92 , Appendix 1, Form 7, Para 2	<p>Methodology and Work Plan (not more than four pages)</p> <p>2. The Bidder will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Bidder will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Bidder is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.</p> <p>4. Innovative tools being put to use (not more than two pages)</p>	<p>Methodology and Work Plan (not more than four pages)</p> <p>2. The Bidder will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Bidder will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.</p> <p>3. Innovative tools being put, to use (not more than two pages)</p>
6.	Pg. No. 20 Clause 2.19.1	<p>The Bidder shall furnish as part of its Proposal, a bid security of Rs.2,00,000 (Rupees Two Lakh only) in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of the National Mission for Clean Ganga payable at New Delhi (the “Bid Security”), returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Bidders as required in Clause Error! Reference source not found. In the event that the first ranked Bidder commences the assignment as required in Clause Error! Reference source not found., the second ranked</p>	<p>2.19.1 (a) The Bidder shall furnish as part of its Proposal, a bid security of Rs.2,00,000 (Rupees Two Lakh only) in the form of a Demand Draft issued by one of the Nationalized / Scheduled Banks in India in favour of the National Mission for Clean Ganga payable at New Delhi (the “Bid Security”), or in the form of an irrevocable Bank Guarantee issued by a nationalized bank or a scheduled bank of India authorized to handle transactions of Government of India, in favour of NMCG, as per the format set out in Appendix 1, returnable</p>

S. No	Clause Reference	Existing Clause	Amended Clause
		<p>Bidder, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Bidder's Bid Security shall be returned, upon the Bidder signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.</p>	<p>not later than 30 (Thirty) days from Proposal Due Date (PDD), except in case of the two highest ranked Bidders as required in this Clause.</p> <p>(b) No relaxation of any kind in Bid Security shall be given to any Bidder.</p> <p>(c) The Bid Security shall remain valid for a period of forty-five (45) days beyond the Proposal Validity Period as provided in Clause 1.8, and would need to be extended, if so required by NMCG, for any extension in the Proposal Validity Period.</p> <p>(d) If the first ranked Bidder commences the assignment as required in Clause 2.29, the second ranked Bidder, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Bidder's Bid Security shall be returned, upon the Bidder signing the Agreement and Starts the assignment with the mobilization of Key Experts.</p>
7.	New		As per Annexure -A

S. No	Clause Reference	Existing Clause	Amended Clause
8	Pg. No. 22 Clause 2.20.2	An amount equal to 10% (ten cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause, which may be forfeited and appropriated in accordance with the provisions hereof.	An amount equal to 7.5% (Seven and a half percent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause, which may be forfeited and appropriated in accordance with the provisions hereof.
	Pg No. 66 Clause 7.1.1	For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 10% (ten per cent) of the Agreement Value (the “ Performance Security ”); provided, however, that the Consultant shall be required to provide a Performance Security in the form of a bank guarantee substantially in the form specified at Annex-8 of this Agreement.	For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 7.5% (Seven and a Half per cent) of the Agreement Value (the “ Performance Security ”); provided, however, that the Consultant shall be required to provide a Performance Security in the form of a bank guarantee substantially in the form specified at Appendix 1, Form - 12 of the Agreement, as given in Annexure A of the corrigendum.
9	Pg No. 21, Clause 2.19.2	Any Bid not accompanied by the Bid Security shall be rejected by the NMCG as non-responsive.	Any Bid not accompanied by the Bid Security shall be rejected by the NMCG as non-responsive except in case of Medium and Small Enterprises (MSEs), who are exempted from payment of earnest money Subject to furnishing of relevant valid certificate for claiming exemption.
10.	Pg. No. 27 Clause 3.1.3 Item Code 1	Consultancy experience	Consultancy experience

S. No	Clause Reference	Existing Clause	Amended Clause
		<p>To be evaluated for Number of eligible Assignments as defined in Clause Error! Reference source not found., as follows: The value in Rupees (Crores), indicated for each eligible assignment shall be added to arrive at the TOTAL VALUE for all eligible assignments handled by each bidder in the last 10 years, preceding the date of publication of NIT. This TOTAL VALUE shall be divided by the total number of eligible assignments to arrive at the AVERAGE VALUE PER ASSIGNMENT for each bidder. The bidder with highest value per assignment shall be assigned full 30 Marks in this category and other bidders will get marks out of 30, in proportion to their AVERAGE VALUE PER ASSIGNMENT as compared to the bidder with highest value as such.</p>	<p>To be evaluated for Number of eligible Assignments as defined in this Clause, as follows: The value in Rupees (Crores), indicated for each eligible assignment shall be added to arrive at the TOTAL VALUE for all eligible assignments handled by each bidder in the last 10 years, preceding the date of publication of NIT. This TOTAL VALUE shall be divided by the total number of eligible assignments to arrive at the AVERAGE VALUE PER ASSIGNMENT for each bidder. The bidder with the highest TOTAL Value for all eligible assignments shall be given 20 Marks in this category and other bidders will get marks out of 20, in proportion to their TOTALVALUE as compared to the bidder with highest value as such. The bidder with highest average value per assignment shall be assigned full 10 Marks in this category and other bidders will get marks out of 10, in proportion to their AVERAGE VALUE PER ASSIGNMENT as compared to the bidder with highest value as such.</p>
11.	Pg. No. 27 Clause 3.1.3 Item Code 2	<p>Financial Capacity/Turnover The Bidder with highest Average Annual Turnover during past 3 (three) financial years preceding the Proposal Due Date shall get full 10 marks in the category and other Bidders shall get marks out of 10,</p>	<p>Financial Capacity – Turnover (5 Marks) The Bidders with Average Annual Turnover of Rupees 100 Crores and above during past 3 (three) financial years preceding the date of publication of NIT shall get full 5 marks</p>

S. No .	Clause Reference	Existing Clause	Amended Clause
		in proportion to their Average Annual Turnover as compared to the bidder with highest value as such.	<p>in the category and other Bidders shall get marks out of 5, in proportion to their Average Annual Turnover as compared to the turnover of Rs. 100 Crores.</p> <p>Financial Capacity –Profit (5 Marks)</p> <p>The Bidders with Net Profit of Rupees 5 Crores and above during past 3 (three) financial years preceding the date of publication of NIT shall get full 5 marks in the category and other Bidders shall get marks out of 5, in proportion to their Net Profit as compared to the profit of Rs. 5 Crores.</p>

S. No	Clause Reference	Existing Clause	Amended Clause
12.	Pg No. 28-29, Clause 3.1.4	<p>For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, consultancy assignments granted by the Government of India, World Bank, ADB and any other international funding agencies for providing procurement management support services in accordance with the respective procurement guidelines will be considered.</p> <p>Infrastructure sectors include power, roads, bridges, ports, airports, railways, urban utility infrastructure (city gas utility, solid waste management), water/waste water & sanitation (projects in distribution, bulk supply, water treatment plants, sewer networks, sewage treatment plants, common effluent treatment plants, and desalination plants).</p>	<p>For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, consultancy assignments granted by the Government of India, World Bank, ADB and any other international funding agencies, State PSU's, Central PSU's for providing procurement management support services in accordance with the respective procurement guidelines will be considered.</p> <p>Infrastructure sectors include power, roads, bridges, ports, airports, Health, Railways, urban utility infrastructure (city gas utility, solid waste management), water/waste water & sanitation (projects in distribution, bulk supply, water treatment plants, sewer networks, sewage treatment plants, common effluent treatment plants, and desalination plants).</p>

S. No	Clause Reference	Existing Clause	Amended Clause
13.	Pg. No. 41 New Clause		<p>Clause 7.5</p> <p>a) Mobilisation Advance:</p> <p>Advance payment as an interest free loan for mobilisation and cash flow support for an amount equal to 5 % of the Contract Price as stipulated in the contract shall be paid to the Consultant against 'Bank Guarantee for Advance Payment', as per format specified at Appendix 1, Form - 13 of the Agreement, as given in Annexure B of the corrigendum.</p> <p>Repayment of Mobilisation advance:</p> <p>The Mobilization Advance paid to the Consultant shall be recovered commencing from the date on which the payment to the Consultant has reached 10% of the Contract Value and shall be recovered at the rate of 20% from each bill submitted by the Operator for payment.</p>

S. No	Clause Reference	Existing Clause	Amended Clause
14.	Pg. No. 62 Clause 4.4.1	<p>“Removal and/ or Substitution/replacement of Personnel made by either side.” However, in case of the Consultant, due to circumstances outside the reasonable control of the Consultant such as such as resignation, retirement, death, medical incapacity; if it becomes necessary to replace any of the Key Professional, the Consultant shall forthwith provide as a replacement such personal of equivalent or with better qualifications and experience as are acceptable to the NMCG. In cases other than death or medical incapacity, the Consultant shall give thirty (30) days advance notice to the NMCG and provide replacement CV so as to provide the NMCG with thirty (30) days of notice for such replacement. For such substitution deduction upto 15% (fifteen percent) in remuneration specified for the replaced Key Professional may be applied from the payment due to the Consultant at the discretion of the NMCG. The Consultant shall be required to provide at least two (2) CVs for each such replacement of Key Professional(s). If required, the proposed Key Professional, who may be interviewed by the NMCG’s representatives or nodal officer, as the case may be.</p>	<p>“Removal and / or Substitution/replacement of Personnel made by either side”. However, in case of the Consultant, due to circumstances outside their reasonable control, such as resignation, death, medical incapacity; if it becomes necessary to replace any of the Key Professional, the Consultant shall forthwith provide as a replacement such person of equivalent or better qualifications and experience as is acceptable to the NMCG. In cases other than resignation, death or medical incapacity, the Consultant shall give thirty (30) days’ notice to the NMCG and provide replacement CVs to provide the NMCG with thirty (30) days of notice for such replacement. For such substitution/s deduction up to 15% (fifteen percent) in remuneration specified for the replaced Key Professional may be applied from the payment due to the Consultant at the discretion of the NMCG. The Consultant shall be required to provide at least two (2) CVs for each such replacement of Key Professional(s). If required, the proposed Key Professional, may be interviewed by the NMCG’s representatives or by the nodal officer.</p>
15.	Pg. No. 66 Clause 7.2	<p>Liquidated Damages</p> <p>7.2.1 Liquidated Damages for error/variation</p>	<p>Liquidated Damages</p> <p>7.2.1 Liquidated Damages for error/variation</p> <p>In case any error or variation is detected in the reports submitted by the Consultant and such error or</p>

S. No .	Clause Reference	Existing Clause	Amended Clause
		<p>In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the NMCG in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.</p>	<p>variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the NMCG in a reasonable manner, as mutually agreed and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 30% (Thirty percent) of the Agreement Value.</p>

ANNEXURE - A

**APPENDIX -I
Form-12
FORMAT FOR BID SECURITY**

To,
Procurement Specialist,
National Mission for Clean Ganga
(Ministry of Water Resources, River Development & Ganga Rejuvenation)
1st Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110002
Telephone:+91-11-23072900, 23072901; Fax: +91-11-23049567

Date : _____

KNOW ALL MEN by these present that we of (Name and address of Bank) having our registered office at (hereinafter called “the bank”) are bound unto the National Mission for Clean Ganga (NMCG), (hereinafter called “the Owner”) in the sum of Rupees (INR..... only) for which payment truly to be made to the said Owner, the Bank hereby binds itself, its successors and assigns by these present.

Whereas (NAME OF BIDDER) has submitted its bid dated..... (date of submission of bid) for RFP for Selection of Consultant for Performance Assessment and Rehabilitation of Existing STPs in terms of the Owner’s RFP No.: T-17/2014-15/834/NMCG Due on issued by NMCG (hereinafter called “**the Proposal**”).

AND WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rupees (INR..... only).

AND WHEREAS _____ (Name of Bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained without demur.

1. We further agree as follows:

That the Owner may without affecting this guarantee grant time of or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said bid and thereby modify these conditions or add thereto

- (a) any further conditions as may be mutually agreed upon between the Owner and the Bidder.
- (b) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.
- (c) That any account settled between the Owner and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

- (d) That this guarantee commences from the date hereof and shall remain in force till:
 - (i) the Bidder, in case his bid is accepted by the Owner, executes a Contract Agreement after furnishing the Performance Guarantee as per the provisions of the RFP; or
 - (ii) Forty- Five Days (45) days beyond the Proposal Validity Period.
- (e) That the expression 'the Bidder' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successor and assigns.

2. The Conditions on this obligation are:

- (a) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and/ or
- (b) If a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice as specified in the RFP Document; and/ or
- (c) If a Bidder has a Conflict of Interest which affects the Bidding Process, as specified in the RFP; and/or
- (d) if the Bidder withdraws his Proposal during the period of Proposal validity specified in the RFP, and/ or
- (e) If the Bidder fails to accept the Letter of Acceptance within the stipulated time period; and/ or
- (f) if the Bidder does not accept the correction/s of its bid price in terms of the RFP, or
- (g) if the Bidder having been notified of the acceptance of its Proposal by the Owner during the period of Proposal validity:
 - (i) fails or refuses to furnish the Performance Guarantee in accordance with the RFP and/or
 - (ii) fails or refuses to furnish the Success Fee in accordance with the RFP and/or
 - (iii) fails or refuses to enter into a Contract Agreement within the time limit specified in the RFP.

We undertake to immediately pay to the Owner in DELHI the above amount upon receipt of his first written demand, without the Owner having to substantiate his demand provided that in his demand the Owner will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions mentioned in Sl. 2 above, specifying the occurred condition or conditions.

SIGNATURE OF _____

AUTHORISED OFFICIAL OF THE BANK

SIGNATURE OF THE WITNESS

NAME OF OFFICIAL_____

DESIGNATION_____

NAME OF THE WITNESS

ADDRESS OF THE WITNESS

STAMP/SEAL OF THE BANK

APPENDIX -I
Form-13

Format for Bank Guarantee for Advance Payment

In consideration of **National Mission for Clean Ganga** (hereinafter referred to as "**the Client**") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to _____ (**Consultant's name**) with its Registered /Head Office at _____ (hereinafter referred to as "the Consultant " which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Client's Notification of Award No. _____ dt. _____ and the same having been unequivocally accepted by the Consultant, resulting into a contract valued at Rs. _____ (Rupees _____) _____ only) for _____ (hereinafter called " the contract") and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to Rs. _____ (Rupees _____ only) as an advance against bank guarantee to be furnished by the Consultant.

We, _____ (name & address of bank) having its Head Office at _____ (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand any or, all monies payable by the

Consultant to the extent of Rs. _____ (Rupees _____ only) as aforesaid at any time up to _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Consultant. Any such demand made by the Client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee. We further agree that no change in the constitution of the Bank or of the Client shall affect this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to vary the advance or to extend the time for performance of the Contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant or any other course or remedy or security available to the Client. The bank shall not be released of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

The bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to Rs. _____ (Rupees _____ only) and it shall remain in force up to and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/S _____ on whose behalf this bank guarantee has been given.

Notwithstanding anything contained herein

i) our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only);

- ii) This bank guarantee shall be valid up to _____ and
- iii) our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serve upon us, a written claim or demand in terms of the guarantee on or before _____(indicate a date six months after the validity of the guarantee).

Dated this _____ day of _____ at, New Delhi.

WITNESS

(Signature)

(Name)

(Official address)

(Signature)

(Name)

(Signature)

(Name)

(Designation with bank stamp)

Attorney as Power of Attorney
No. _____ dt. _____