

**National Mission for Clean Ganga (NMCG)**  
**Ministry of Water Resources, River Development & Ganga Rejuvenation**

**Responses to Pre proposal/bid queries.**

**Sub: Request for Proposal (RFP) for the Selection of Strategic Consultants for PPP design and Transaction Support for the Development of Sewage Treatment Plants (STPs) and Integration of existing STPs.**

<b>Sl.No</b>	<b>RFP Clause No.</b>	<b>Subject</b>	<b>Bidders' Query</b>	<b>Response</b>
1	1.1.1 & Terms of reference-clause 4	Integration of existing STPs	<p>In case of integration of STPs , augmentation of network and linkage of STP plants requires laying of network , kindly confirm whether the components specific to linking of new STPs with existing STP like network design etc and costing of the same have been covered in the DPR.</p> <p>Kindly confirm whether consultant is expected to do the survey for laying of new network , existing network, availability of land etc or Whether the same has been captured in the DPR.</p> <p>Kindly confirm whether DPR captures the existing I&amp;D network or whether consultants is expected to do a survey of the same to arrive at the costing for the same.</p>	<p>Sewage networks are not part of the integration of assets. Only I &amp; D works are to be included. For new I &amp; D works all available information will be provided to the selected consultant.</p>

2	1.1.2	Coordination with Project Executing Agency.	<p>Kindly explain what will be the order of coordination with different clients (NMCG, ULBs, Jal Board)? What is the role of each client entity and which entity would prevail in case of difference of opinion so far as this consultancy assignment is concerned? We request you to kindly clarify the role of all agencies other than NMCG in each city and make the incorporations to that effect in the Consultant's Agreement.</p>	<p>The agreement will be among NMCG, the Project Executing Agency and the Consultant. The consultant has to offer the services to one project executing agency identified for each project. Consultant has to coordinate with the concerned agencies such as project executing agencies, concerned local bodies, utilities providing agencies etc. In case of difference of opinion among consultant and the project executing agency, the decision of NMCG shall be final and binding.</p>
3	1.1.3	Invitation	<p>With reference to NMCG Empanelment RfQ dated 21/12/2015 and the present RFP (Ref: F. No. PPP/03/187/NMCG, dated 30/06/2017), we request for following clarification, along with pertinent requests –</p> <p>1. As technical capability of firms NMCG Empanelment RfQ dated 21/12/2015 have already completed and declared; we request the Authority to demand only from interested empanelled consultants/consortium bidders the following –</p> <p>a) To confirm the availability of Key Experts,  b) Methodology for project situations defined under Sewage</p>	<p>The RFP is open for all interested parties including empaneled consultants. Hence RFP conditions prevail.</p>

			<p>Treatment Plants (STPs) And Integration Of Existing STPs under Package I, II, III &amp; V Towns</p> <p>c) Expert Deployment schedule d) Work Plan &amp; e) Price Proposals</p> <p>2. In case any new technical benchmarks is being additionally required and must be incorporated in the Package I, II, III &amp; V RFPs , we request the Authority to allow already RfQ based Empanelled firms to include additional consortium member</p> <p>We request the Authority to explicitly clarify and confirm Official responses on above points, so that resources spend by the Firms/Consortium to get themselves empanelled through NMCG RfQ dated 21/12/2015, is not wasted, and NMCG honours its commitment made to the Firms, with respect to the bid process adopted under the RfQ dated 21/12/2015</p> <p>We request the authority to kindly clarify why this proposal is open for all and not restricted to empaneled consultants only. The empaneled consultants should have some leverage over the other consultants. Therefore, we request the authority to</p>	
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			<p>have no eligibility criteria for them i.e they should be pre - qualified based on the earlier empanelment and only the financial quote should be sought from them and selection should be done on least cost basis.</p> <p>We understand that firms which are already empaneled with NMCG are required to submit Responsiveness related documents and Financial Proposal and are not required to satisfy the Conditions of Eligibility as mentioned in clause 2.2.2 of the RFP. Please confirm.</p>	
4	2.1.1	Bidder definition	<p>In the present clause, it is unclear that whether the experience of consortium member firms and sub-consultants will be considered for evaluation by the Client based on the present definition of Bidder. It is proposed that the Bidder shall be a Sole Firm or a consortium of firms including one or more of it's subconsultants as the case may be. It is understood that the Bidder's experience (combined experience of all consortium members including Lead Member) will be evaluated for the purposes of technical evaluation. We request the client to kindly clarify the same</p> <p>We understand that Group credentials and credentials of</p>	<p>Only the Technical and Financial capacity of the sole bidder or all the members of consortium, as the case may be, will be considered for evaluation.</p>

			<p>Consortium Member will be considered for evaluating the Conditions of Eligibility. Please confirm.</p> <p>In consortium how many members are allowed? In what proportion eligible assignments are to be divided among each member.</p>	
5	2.2.2(A)	Technical Capacity	<p>We request the Client to relax the condition of projects executed in last 5 years to at-least last 10 years since not many projects on PPP have been successfully closed in last 5 years.</p> <p>Request modification of the Clause to include assignments over the past 7 (seven) years preceding the PDD as eligible Assignments.</p> <p>We request the Authority to eligible mandates related with following consultancy services – Financial consultancy, Transaction Advisory, Technical Consultancy, Sectoral Assignments/Program Management Units (PMUSs).</p> <p>We request you to please consider the following as this was the stipulation kept by NMCG in the Empanelment RfQ dated 21/12/2015(Blue stream)</p> <p>Please clarify if the bidder has both TA and technical scope of work in</p>	<p>The number of experience has been increased to 7 years. Please refer to the addendum.</p> <p>Technical and Financial experience of the same PPP project can be claimed as eligible experience only if the conditions of eligibility are met</p>

			<p>a single past assignment then the bidder can claim such assignment - under both Financial advisory category and technical consultancy category as separate ones for the purpose of qualification and evaluation.</p> <p>Please clarify if the bidder has both TA and technical scope of work in a single assignment than the bidder can claim such assignment under both Financial Advisory and Technical consultancy category as separate ones for the purpose of qualification and evaluation.</p>	
6	2.2.2(B)	Financial Capacity	We request the Authority to keep the Financial Capability in terms of average annual turnover over last 3 financial years as minimum 10 Crore from consulting business (as this was the stipulation kept by NMCG in the Empanelment RfQ dated 21/12/2015)	As per RFP document.
7	2.2.2(C)	Availability of Key Personnel	Request the Client to kindly provide details of estimated time input / person months for each of Key Personnel.	Consultants may decide on the basis of scope of work and overall time line mentioned in the RFP document. Only Key personnel mentioned in the RFP document will be considered for evaluation. Key personnel may be supported by suitable

			<p>Further, please confirm if same team of Key Personnel can be proposed for all the four packages.</p> <p>Since it is a technical work and rapid plant conditional assessment survey &amp; rapid review of DPR's has to be done, Therefore more technical experts as Civil, Mechanical, Process, Electrical &amp; Instrumentation are required to ascertain and define scope of work and preparation of project information documents.</p>	<p>supporting personnel / or institutional assistance.</p>
8	2.2.2(D)	Qualification of Team Leader & Strategy Expert	<p>We suggest to include the modified criteria, considering the scope requirement and outputs expected from the ToR; Graduate in engineering and MBA Years of experience: 20 Undertaken at last 10 eligible assignments.</p> <p>We request the Authority to consider and confirm the Team Leader and Strategy Expert to be a Graduate in Technical Stream of Studies, along with relevant Management post Degree Qualification.</p> <p>We request you to please also include CA / CFA as part of the Educational qualification for Team Leader and Strategy Expert.</p>	<p>The qualification of Team Leader has been modified to Post Graduation in Management/ Civil/Public Health/Environmental Engineering. Please refer to the addendum.</p>

			Can we consider that the relevant field or equivalent experience means Civil Engineering/PHE Engineering/Environmental Engineering?	
9	2.2.2(D)	Qualification of PPP Expert	<p>We suggest to include the modified criteria, considering the scope requirement and outputs expected from the ToR</p> <p>Graduate in Engineering</p> <p>At least 5 PPP projects across as water, waste water, roads, ports, railways, Shipping, Township etc.</p> <p>Years of experience: 12.</p> <p>The PPP Expert will be expected to review the financial model of the project based on Hybrid Annuity structure, assist in bid advisory mechanism, review of concession agreement including O &amp; M conditions and Service Level agreements. Hence only a graduate in engineering may not be sufficient for this position. Hence request modification of the clause as below:  “PPP expert: The required educational qualification of PPP expert is post graduate in management/CA/CFA or equivalent.</p>	The experience could be in any infrastructure sector as defined in clause 3.1.4(A). Please refer to the addendum.



			We request the Authority to consider experience of PPP Expert in at least 2 PPP projects in any Infrastructure Sector.	
10	2.2.2(D)	Qualification of Legal expert	We request the Authority to consider experience of Legal Expert in at least 2 PPP projects in any Infrastructure Sector. We request the authority to kindly modify this clause to “Should have prepared draft concession agreement and contractual documentation for at least 2 PPP projects in any infrastructure sector.	The experience could be in any infrastructure sector as defined in clause 3.1.4(A). Please refer to the addendum.
11	2.2.3	Certificates from Statutory Auditor for Financial Capacity	<p>Request you to kindly relax clause related to certification from Statutory Auditors and allow requisite certificate(s) to be certified by Chartered Accountants (CA).</p> <p>The financial statements for FY 2016-17 (financial year ending 31st March 2017) have not yet been audited. Only provisional statements are available with the firm Request clarification if the financial years 2013-14, 2014- 15 and 2015-16 shall be considered since the audited financial statements of these financial years are available. Alternatively, for</p>	<p>Certificate shall be from the Statutory Auditor or a firm of Chartered Accountants that ordinarily audits the accounts of the Bidder.</p> <p>If audited accounts for the financial year ending in March 2017 are not available, the bidders can submit provisional accounts with an undertaking as per format no 14 of Appendix I, to the effect that the bidder is solely responsible for any discrepancies/ variations in the qualification status of the bidder as per final audited accounts. However the selected consultant has to submit audited accounts for the year ending in March 2017 as when it is available.</p> <p>Please refer to the addendum.</p>

			2016-17, provisional statement may be accepted.	
12	2.13.3	Signing of the proposal	Request clarification if the Authorized signatory shall be required to sign in blue ink only on the cover page for a printed proposal document and scanned signature shall be accepted for other pages of the proposal.	Only in the case of already printed & published documents that are attached with the proposal the authorized signatory may choose to sign on the cover page only.
13	2.14.2	Signature of key personnel in the CV	Key consulting professionals frequently travel on assignments and may not be available for signing the CVs before the proposal due date. Hence, request clarification if scanned signature of the Key Personnel shall be allowed. Alternatively, signature by the authorized representative should suffice.	As per RFP document the CV of each Key Personnel shall be signed in blue ink by the concerned personnel only. Scanned signatures will not be accepted. In the case expatriate/ foreign professional, who is not available in India, scanned copies of CVs signed by such professional can be submitted before the proposal due date. However if selected, the consultant has to submit the original signed CV of such key personnel before signing of the agreement.
14	2.14.6	Team Members	Section 2.14.6 specifies that 'Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy.' Request to kindly clarify how this mandatory requirement of adding staff other than key and support personnel will help in obtaining higher technical score.	For Evaluation of Technical proposal only Key Personnel are taken into consideration.

15	2.14.7	Form no 15 of Appendix I	<p>This form is not available. Kindly provide.</p> <p>We understand that this statement pertains only to substitution of proposed Key personnel with a Sub-consultant at the time of execution post award.</p> <p>Bidder could use CV of Sub-consultant as the Key personnel in the first instance.</p>	Please refer to the addendum for the reference of Form No:15. A sub consultant shall not be a substitute for Key Personnel.
16	2.20.1	Bid Security	<p>Request the Client to reduce the bid security amount from Rs. 1, 50,000 to Rs. 25,000 and also allow applicant to submit bid security in the form of Bank Guarantee.</p> <p>It is proposed that Bid Security submission in form of Bank Guarantee be allowed.</p> <p>We request to please consider Bid Security of Rs. 50,000/- for each project in form of Bank Guarantee issued by Nationalized/Scheduled Bank. 2. Since, the Selected Consultant is also required to submit the Performance Security, we request to please adjust the Bid Security against the Performance Security; or release the Bid Security after the submission of Performance Security.</p>	As per RFP document.

17	2.21.2	Performance security	It is requested to consider performance security of 5% of the agreement value.	As per RFP document.
18	2.26.2	Substitution of Key Personnel	Request the client to kindly relax the clause related to substitution of Key Personnel and remove the financial penalty associated with substitution of one Key Personnel as replacements may be required for reasons beyond the control of organizations Since it is a lump-sum contract substitution of Key Personnel shall be permitted without any reduction in cost. Please confirm. Suitable CV can be considered with 10% reduction in 1 <sup>st</sup> incident and 20% reduction in 2 <sup>nd</sup> such incident.	As per the RFP document.
19	3.1.3	Evaluation of Technical proposals – Financial Capacity	Request the Client to kindly relax criteria related to financial turnover and award full marks to firms with turnover of more than INR 50 Cr.  Since the services are for Transaction advisory, please consider the average annual turnover for past 3 years as 25 crores rather than splitting into different parts of services.	As per RFP document.
20	3.1.3	Evaluation of Technical proposals – Experience in Financial/Transaction Advisory	Request Client to kindly relax the Financial / Transaction Advisory assignments criteria, as not many PPP projects have been closed successfully in last 5 years.	As per RFP document.

			<p>Hence we propose the following 3 – 5 projects : 10 marks 5-7 projects : 15 marks &gt; 7 projects : 20 marks</p> <p>Marking indicated for various criteria is Subjective as they cover slabs. It can be more objective. Pl. clarify.</p> <p>We request the Authority to reconsider the evaluation matrix and marks allocation scheme for the minimum numbers for eligibility and marks for incremental numbers, thereafter, mentioned under clause 3.1.3, Page No. 32. We request the authority to allocate 70% marks out of maximum 100 marks allocated, on achieving the minimum numbers as defined under marking criteria, namely Firms experience, Methodology &amp; Work Plan and Key Personnel relevant Experience and allocate 30% of balance marks for bid having higher experience.</p> <p>We request the Authority to consider atleast 50% marks out of 100 for Relevant Experience of the Key Personnel.</p>	
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			<p>We request the authority to kindly allot full marks for 5 assignments and adjust the marks for lower values accordingly.</p> <p>Number of eligible Financial Consultancy/Transaction Advisory Assignments may be reduced up to 7. Please confirm.</p>	
21	3.1.3	Marking scheme for Approach & Methodology	We request the authority to kindly reduce the maximum marks for approach & methodology to 10 and adjust the marks for other parameters accordingly.	As per RFP document.
22	3.1.3	Marking scheme for Key personnel.	The conditions for obtaining maximum marks are not provided. While in Clause 2.2.2 (D) the minimum requirements of each key personnel has been specified, it is unclear that how marks will be given to each position and what will be the basis of differentiation.	As per RFP document.
23	3.1.4(A)	Eligible Assignments	<p>Request you to relax the professional fees received criteria of at-least Rs.1 Crore in case of a project in India, or US \$ 250000/- for any infrastructure project elsewhere.</p> <p>Our submission here is that professional fees for Financial / Transaction Advisory assignments are not related either to complexity of the assignments or demonstrate</p>	No Change in minimum project size. For inclusion of various sectors please refer to the addendum. The word applicant may be construed as Bidder.

			<p>ability of the organization to complete the assignment successfully.</p> <p>Hence we propose that Eligible Assignment shall be any successfully closed PPP project (supported by client certificate regarding completion)</p> <p>We would request you to consider the modified clause, as the existing clause seems to be very restrictive.</p> <p>Request to include mining sector under infrastructure projects and such projects to be considered under eligible assignments.</p> <p>We request the Authority to consider reducing the professional fees value required from eligible mandates related with –Financial consultancy, Transaction Advisory, Sectoral Assignments/Program Management Units (PMUSs) in Infrastructure Sectors to minimum Rupees 10 Lakh, instead of 100 Lakh/One Crore.</p> <p>We request you to please consider the the stipulation kept by NMCG in the Empanelment RfQ dated 21/12/2015.</p>	
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			<p>There are very few assignments related to Financial Consultancy / Transaction Advisory / Sectoral Assignments in India that have a fees of Rs.1 Crore (Rupees one crore) as this value is exorbitantly high. Furthermore, such assignments would mainly be done by the bigger firms. Thus, in order to promote a competitive bidding environment we request the authority to kindly reduce the professional fees to Rupees 5 lakhs.</p> <p>Restrictions on projects that are based on same Model Concession Agreement and awarded by the same public entity may be removed as they still have different Project cost and have different financial models.</p> <p>We request the authority to kindly consider EPC, Item Rates Assignments as well.</p> <p>In order to ensure more quality bids for the subject tender opportunity, following modification is proposed in the clause. Also the term “Applicant” is suggested to be replaced with “Bidder” because the</p>	
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			<p>former has not been defined in the RFP:</p> <p>Where the payment of professional fee to the Bidder was at least Rs. 50 Lac (Rupees Fifty Lac) in case of a project in India, or US \$ 125,000/- (US\$ One hundred twenty five thousand ) for any infrastructure project elsewhere (the “Projects”)</p> <p>We request the client to also consider the following additions in the infrastructure sectors to be considered. Infrastructure sectors include power, roads, bridges, ports, airports, railways, logistics, housing, social infrastructure (skills, education, hospitals and other social sectors), industrial infrastructure (industrial townships, SEZs, industrial parks), tourism infrastructure, urban transport, urban utility infrastructure (city gas utility, solid waste management), water treatment plants, sewer networks, sewage treatment plants, common effluent treatment plants, desalination plants.</p> <p>Payment of professional fee to the Applicant may be reduced to 50 Lakhs. Please confirm.</p>	
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			<p>In India, generally, professional fees for Financial Consultancy / Transaction Advisory are not as high as Rs. 1 cr. Hence, we request to please delete the inclusion of Professional Fees for evaluating the Eligible Financial Assignment. We would like to request you to relax on the payment of professional fee for at least Rs 25-50 Lakhs instead of Rs 1 Crores Can we enclose the combined projects which comprise Transaction Advisory with preparation of DPR and Construction Supervision.</p>	
24	3.1.4(A)	Type of experience.	<p>We understand “Eligible Assignments” include advisory/ consultancy assignments provided for infrastructure sector related to financial consultancy OR transaction advisory OR sectoral consultancy/ advisory OR restructuring OR transaction support OR PPP concession design OR project management assignments. Kindly confirm our understanding</p>	Yes your understanding is right.
25	3.1.4 (B) (i)	Eligible Technical Consultancy Assignments	<p>a. Regarding definition of "Eligible Technical Consultancy Assignments" - We understand that NMCG seeks experience in Sewerage schemes with Sewerage treatment plants (STP)</p>	<p>a.Standalone Sewerage Treatment Plant (STP) experience will also be considered as eligible technical assignment. b.No change is envisaged in the marking scheme.</p>

			<p>OR Sewerage systems with Sewage Treatment Plant. In either case (i.e. sewerage scheme or system, an STP experience is required). Hence standalone STP projects or Sewerage scheme or Sewerage system projects will not be considered as "Eligible Technical Assignments" Kindly confirm.</p> <p>b. Eligible technical consultancy assignments includes sewerage schemes or systems including STPs having an estimated capital cost of at least Rs. 50 Crores.</p> <p>Request if the marking scheme can be modified to reduce the number of eligible technical consultancy assignments to enable more bidders to participate in the tender process. The marking scheme can be:</p> <p>2-3 : 5 marks  4-5 : 10 marks  &gt;5 or more : 15 marks</p> <p>c. Excluding the cost of land, the capital cost of STPs including tertiary treatment will be much lesser than 1 Cr/MLD, considering all technologies except MBR. Even if we consider a capex of 1 Cr / MLD the total minimum capacity will be 50</p>	<p>c. The minimum project size will remain same as mentioned in the RFP document.</p>
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			<p>MLD. There are limited operational STPs in India with such capacity. Hence, requesting modification of the clause as below:  “Sewerage Schemes or Sewerage Systems including Sewage Treatment Plants having an estimated capital cost (excluding land) of at least [Rs. 10 crore] in case of a project in India”</p> <p>We request the Authority to consider Program Management/Technical Support Mandates under the provisions of Clause 3.1.4; B; Page No. 34</p> <p>As it was stipulated in the NMCG Empanelment RfQ dated 21/12/2015, we request the Authority to keep the minimum capital cost of 25 Cr for Sewerage Schemes or Sewerage Systems including Sewage Treatment Plants, for consider the technical eligibility.  Completion certificate required or work order can suffice.</p>	
26	4.0 – Terms of Reference	Detailed Scope of Services – VI Support on regulation & policies	In this scope clause d, e and f are under the purview of the legal expert. However clause a, b and c will require more policy level inputs and may not be under the purview of the legal expert whose responsibility under 2.2.2 (D) is restricted to	The scope of work is for the entire team.

			<p>drafting of concession agreement and contractual documentation.</p> <p>Request clarification on which expert is supposed to undertake this role.</p>	
27	4.0 – Terms of Reference	Detailed Scope of Services	<p>We understand that integration of project is applicable through a single concessionaire for all proposed, new and existing STPs wherever possible. In case of development of multiple standalone projects or integration of all the projects (assets), the scope of work for the consultant will be different. We request that there should be a special "Change In Scope - Number of Developers" clause in the Consultant's Agreement to the address the variation in scope on this particular account</p>	The scope is already covered.
28	4.1 – Terms of Reference	Detailed Scope of Services- Requirement assessment	<p>Rapid review of the DPRs provided by NMCG / Urban local bodies</p> <p>Please confirm that DPRs are ready with the NMCG/ Jal Boards or ULBs for the existing plants, ongoing plants, approved plants and proposed plants. The data in these DPRs is essential to project the future capex and opex for all these plants. We request that in case the DPRs and data are not ready at the outset of the assignment, the consultant's time</p>	All available information will be provided to the consultant. However Consultants need to assess themselves the critical factors that govern the success of the project.

			<p>schedule for deliverables be extended accordingly or they be permitted to use industry thumb rules wherever possible.</p> <p>Assessment of population growth rate / water demand / floating and other local factors may impact capacity of facilities given in the DPR's resulting in change of project cost, Please confirm.</p> <p>Updating DPR and cost estimates for STP's , I&amp;D works and O&amp;M Cost, what shall be the basis of rates to be taken for cost estimate. Please confirm if firms can utilize their own backup and no rate analysis for each items are required. Please specify scope of works for detailed condition assessment.</p>	
29	4.0 – Terms of Reference	Detailed Scope of Services – VII Conduct Concessionaire outreach	<p>The Scope of Work mentions that Transaction Advisor to undertake presentations, joint meetings, workshops etc.</p> <p>Request Client to clarify on who will bear the cost of undertaking such events and how many such joint meetings / workshops are envisaged by the Client.</p>	Cost of undertaking events will be borne by NMCG.

30	4.0 – Terms of Reference	Detailed Scope of Services – I Requirement Assessment	We wish to confirm that I&D here stands for Interception and Diversion.	I & D stands for Interception & Diversion.
31	4.0 – Terms of Reference	Detailed Scope of Services – PPP concession structuring	<p>In case of reuse of tertiary treated water, the new DPR need to be prepared and hence will increase the time for implementation. Also in this case, there will variation in scope which will be compensated separately. Please confirm.</p> <p>Please clarify if any local body/ Jal Board is already undertaking any PPP initiative (or parallel development or parallel commercial development outside NMCG) for sewage treatment. Please provide the details, if applicable.</p> <p>We understand that our scope of work in Project Technical Evaluation is limited to minor modification in existing DPRs &amp; any major / significant modification(s) in DPR would be directly carried out by NMCG / Urban Local Bodies. We, also understand that review of DPR would include the assessment of standards / benchmarks adopted</p>	DPR preparation is not part of scope of work. Ongoing STP projects funded by NMCG are developed through DBOT mode.

			to prepare the DPR and not the complete review of the same. Please confirm.	
32	4.0 – Terms of Reference	Support in Concession Agreement.	Please clarify whether the consultant has to only support in preparation of Concession Agreement, customize an existing template or evolve an altogether fresh document	The consultant is expected to prepare the concession agreement.
33	4.0 – Terms of Reference	Formulation of bid parameters	Is there any specific template preferred by the authority ? This is especially important in case reuse/sale of treated waste water is to be considered as a possibility either at the time of development of project or in distant future.	Consultant need to develop project specific bid parameters.
34	5.0 – Terms of Reference	Concession Period	We understand the concession period cannot be fixed at this stage and shall be kept open for the consultant to suggest after financial analysis, please clarify.	The concession period for hybrid Annuity based PPP mode is 15 years only.
35	8.2 Terms of Reference	Payment Schedule	Request to kindly please clarify specifically what will be expected as ‘assistance in signing of the Concession Agreement’ in context of this being cited as a payment milestone.  We understand that delay in procuring approval of Competent Authority will not be considered as	RFP document is self-explanatory.



			delay on the part of the Consultant. Please confirm.	
36	8.4 Terms of Reference	Time & Payment Schedule	<p>Request Client to clarify the Clause 8.4 i.e. .... ‘financial closure of the first x cities during Phase 2’</p> <p>Request to please clarify what ‘Phase 2’ refers to, in context of the detailed scope of work enlisted under paragraph 4, subparagraphs I to VIII.</p> <p>Request to clarify what number ‘x’ stands for in ‘..First ‘x’ cities..’</p> <p>Pl. elaborate reference to phase – 2.</p> <p>We understand the Financial Closure is not the part of this RFP and Consultancy fees for assisting in Financial Closure would be paid separately by the Client. Please confirm.</p>	The clause is deleted. Please refer to the addendum.
37	11. - Terms of Reference	Documents to be made available by NMCG/Project Executing Agency	<p>We understand that all these documents prepared to meet the technical requirement of the works proposed. The client will make these reports/data in soft copies also. Pl. confirm.</p> <p>Condition Assessment Report from CPSUs for the town under consideration.</p> <p>Please clarify for which cities and plants these reports are available?</p> <p>We request you to kindly share them before Bid Submission as a part of bid annexure.</p>	Hard copy of the DPR and Condition Assessment reports will be made available to the selected consultant.

			<p>It is requested that the following reports be made available to the consultant for all the four packages (Package I, II, III, IV), so that the consultant can make an informed assessment of the RFP documents.</p> <p>(a) Detailed Project Report (b) Condition Assessment Report.</p>	
38	12 – Terms of Reference	Completion of Services.	<p>Final Delivery approval on expiry of 30 Days after receipt of final deliverable... which is 30 weeks Consultancy shall be deemed to be completed in 18 months----- Please clarify the time line.</p>	<p>30 days is for approval of final deliverable. 30 weeks is the proposed engagement period within a broad time frame of 18 months. However 18 months is reduced to 12 months. Please refer to the addendum.</p>
39		Proposal Due Date – 24 <sup>th</sup> July 2017	<p>The technical proposal includes submission of many documentary proofs for the Bidder’s work experience and other statutory documents which will need time for compilation. Further, to develop a better understanding of the scope of work and local conditions of the projects, site visits need to be conducted to the project site. This again will take considerable time.</p> <p>Hence, request for an extension of the proposal submission date by at least 15 days to enable us to submit a quality proposal, which will be structured to meet your requirements and will be based on</p>	<p>As per RFP document.</p>

			<p>the clarifications you provide on the proposal queries.</p> <p>Request the Client extend the Proposal Due Date such that applicants get at-least 3 week time from the date of response of to pre-bid queries.</p> <p>We request the Authority to provide clear 10 working days after prebid conference responses, and final set of all addendum, CSD are issued by the Authority.</p> <p>Citing complexity of the scope /project, we request at minimum 4 weeks of extension of submission date to 24<sup>th</sup> august 2017.</p>	
40	Schedule 2 Agreement 2.2	Service Tax/GST and TDS	<p>What will be the level of TDS in present scenario? Service tax / GST should be reimbursed to the Consultant as it was practiced earlier. Pl. clarify.</p> <p>This is to bring to your notice that the service tax as mentioned in the form 2 shall be replaced by GST.</p>	Service Tax will be paid as per GST laws. TDS will be deducted as per IT Act 1961.
41	Schedule 2 Agreement 3.4.3	Liability of the Consultant	<p>Our internal Risk Team mandates the firm's liability for any engagement to be capped to one time the fees. Hence, request modification of the clause as below:-</p> <p>“The Parties hereto agree that in case of gross negligence or willful misconduct on the part of the</p>	As per RFP document.

			Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the NMCG's property, shall not be liable to the NMCG: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds the Agreement Value set forth in Clause 6.1.2 of this Agreement.”	
42	Schedule 2 Agreement 3.8.1	Documents prepared by the consultant to be the property of NMCG	The ownership of the Consultancy Documents may vest with the NMCG after making payment of the same to the Consultant. However, intellectual property rights is the skillset and competency of the Consultant to provide the services and prepare the Consultancy Documents, which will remain with the Consultant only.	The clause is applicable only for the intellectual property rights of the documents submitted to NMCG and not to the skill sets and competencies of the bidder/key personnel.
43	Schedule 2 Agreement 4.7	Sub consultants	There is no sub-consultant listed in annexure 4	It is annexure 3 and not annexure 4.
44	Schedule 2 Agreement 6.1.1	Payment to the consultant	In case of we participate as joint venture, please clarify that payment will be made in their separate accounts.	Payment will be made to the Lead Member of the Consortium/Joint Venture.
45	Schedule 2 Agreement 6.1.2	Cost Estimates and Agreement value	Purpose of additional cost is not clear and what items will be considered under this.	Please refer to Form 2 – Appendix II. Additional cost includes travel cost only. For corrections to the references please refer to addendum.

	Form 2 Financial Bid		The items mentioned in form 2 are not clear, we understand that the additional expenses will include travel expenses and shall not include for evaluation and shall be limited to 10 lacs. Please clarify. Also the references in Form-2 are not correct.	
46	Schedule 2 Agreement 6.3(a)	Mobilization Advance	Interest on Advance payment and BG for advance together applied. We request to consider one of the item	As per RFP document.
47	Schedule 2 Agreement 6.3(f)	Mode of Billing & Payment	The percentage in numeric and word does not match. Please clarify.	Please refer to the addendum.
48	Schedule 2 Agreement 7.2.1 & 7.2.2	Liquidated Damage for faulty reporting	50% of contract value is the liquidated Damage. It is too high. Pl. consider 10% of contract value. We request you limit LDs to only the percentage of the component of the services that the consultant fails to deliver instead of Agreement Value.	As per RFP document.
49	Schedule 2 Agreement- 9.4.2	Arbitration	Please clarify if there shall be a sole arbitrator or an arbitral tribunal of three arbitrators.	Please refer to the foot note to the clause referred.
50	Schedule 2 Agreement- Annexure 4	Cost of services	In annexure -4, it is asked to reproduce cost of services as per Form – 2 of appendix- II, is it necessary or not?	Annexure 4 is part of the agreement.
51	Schedule 2 Agreement	Payment Schedule	Closure of the bid process is dependent on many external factors	As per RFP document.

	Annexure 5		<p>which may not be under the control of the consultants. Due to many factors, the bidding process may lead to instances of re-bidding.</p> <p>Request modification of the clause such that the bid process shall be deemed to be complete if there are 2 (two) rounds of bids including one round of rebid.</p> <p>Even though the consultant will assist in the signing of the concession agreement, the final signing of the agreement may be dependent on multiple external factors, and may not be under the control of the consultants.</p> <p>Hence, requesting modification for the clause as below:  “Bid evaluation report for PPP projects” linked to 10% of the final payment.</p>	
52	Appendix – I form no: 2	Particulars of the bidder	Kindly clarify whether penalization mentioned in Clause 1.6(ii) pertains to financial penalty since black listing is separately covered under clause 1.6(iv)	Yes.
53	Appendix – I form no: 12	Format of CV for Key Personnel	It is difficult to obtain signature on each page from expert who may be away from office or belong to foreign firm. We request to accept the scanned signature of the experts on	Please refer to the point no: 13 above.

			their CVs. Authorized Signatory will initialize all pages of the proposal.	
54	Appendix – I form no: 5	Form for Financial Capacity	<p>The annual revenue for a firm does not only comprise the payments received during the year but also accounts receivables during the year and opening and closing WIP.</p> <p>Hence, request modification of the statement in the statutory auditor certificate as below:          “This is to certify that .....          (name of the Bidder) has received fees from professional services in the abovementioned three years.”</p>	As per RFP document.
55	Appendix 2 Form No 2	Financial Proposal	<p>Please amend the Note 1 as below:          Note 1: The financial evaluation shall be based on the above Financial Proposal, excluding Additional Costs. The total in Item D shall, therefore, be the amount for purposes of evaluation. Additional Costs in Item F shall not be reckoned for purposes of financial evaluation.</p> <p>There is a conflict between the item nos mentioned in the table and foot notes. Please clarify          Whether additional costs shall be limited to maximum Rs.10 Lakhs. Please clarify.</p>	Please refer to the addendum for corrections in the reference.

56	Appendix III	DPR	Kindly confirm the status of DPR revision as the majority of the costs and condition assessment will have to be taken from the DPR.	The consultant may use the available DPR for reference. However the for project formulation the consultant may make own assessment as per the terms of reference.
57		General	Request clarification if the term “Director” in the bid document refers to Board of Directors or Directors by designation or both.	Director by Designation.
58		General	Request clarification whether all references to “Associates” in the bid document refers to the bidder’s “Associates in India.”	Both in India and abroad.
59		General ,	As per our discussion with our internal risk team, all declarations may be given for the bidder (KPMG Advisory Services Pvt. Ltd.) only, and not for any consortium member/ sub-consultant. Request clarification if such declarative clauses in the forms may be modified to include only the bidder and not any consortium member/ sub-consultant.	Lead member shall submit the required undertakings/declarations as per RFP document.
60		General	If a bidder is submitting proposal for all four projects, request clarification if four original statutory auditor certificates need to be submitted along with the four ORIGINAL proposals.	Individual packages should be treated as different assignments.



61		General	We propose that a provision of change of scope shall be included in the Consultant's Agreement as there may be change of scope/ increase in scope for the consultant after detailed assessment of the existing conditions. Please consider.	No change
62		General	Please provide the details (such as name of the party who has prepared the report, date of the report, broad contents of the report, etc) of the following reports i Condition Assessment report of Central Public Sector Undertakings ii Detailed Project Report b) We understand all technical / financial data; condition assessment report ; iii DPR ; iv.details of existing treatment plants shall be made available at NMCG's office in Delhi Further all discussions / meetings shall be coordinated and held at NMCG office in Delhi.	All available reports will be made available to the selected consultant.
63		General	Please specify availability of land, Right of Way, Power and other permits are with concern authority (Jal Nigam).	The information sought is not relevant at this stage.
64		General	With reference to the requirements of Form 8, we understand that projects executed by Associate companies of Black & Veatch (i.e.	Please refer to addendum.

			<p>other child/subsidiary companies of the original parent company) can be used as well without the need to have those Associate companies as a part of JV/Consortium. Could NMCG kindly provide a format to provide information of such Associate companies that enables this? We also understand that if an Associate company has been barred from participation in any project anywhere globally, then the company using the Associate company's experience will also be barred and get disqualified</p>	
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