

**NAMAMI GANGE****National Mission for Clean Ganga (NMCG)**

Ministry of Water Resources, River Development &amp; Ganga Rejuvenation

1<sup>st</sup> Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi – 110002

F.No: PPP/03/187/TA/NMCG

Dated: 12<sup>th</sup> July 2017**Addendum to Request for Proposal Document**

Sub: Appointment of Strategic Consultant(s) for Public Private Partnership (PPP) design and Transaction Advisory support for the Development of new Sewage Treatment Plants (STPs) and integration of existing sewage treatment infrastructure at Digha & Kankarbagh in Patna city, Bihar through Hybrid Annuity based PPP mode:

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1	1.1.4	Nil	National Mission for Clean Ganga has simultaneously invited Request for Proposal for the appointment of Strategic Consultants for PPP design and Transaction advisory support for the development of Sewage Treatment Plants (STPs) & Integration of existing assets for four towns/packages. Bidders are free to submit proposals for all four packages. However maximum number of packages allocated to one consultant will be limited to 2(two) only. Bidder has to submit along with the Proposal the preference of two packages if selected for more than 2 packages. Any change/modification in preference will not entertained by NMCG after the submission of the Proposals. In case if the Bidder fails to submit the preference along with the Proposal, NMCG will decide upon the allocation of

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			maximum 2 projects/packages to such selected Bidder on the basis of merits of the case. Further the Bidder can propose the same team of Key Personnel for maximum 2(two) projects/ packages only.
2	Clause no: 1.8- Schedule of Selection Process	Validity of applications – 90 days of Proposal Due Date	Validity of Proposal – 90 days from Proposal Due Date.
3	Clause no: 1.11.1 Communications.	All communications including the submission of Proposal should be addressed to: Shri. Madhava Kumar R Sr. Economic & Finance Expert Phone: 011 - 23072900 Mobile : 9810500403 Email: madhvakumar@nmcg.nic.in and CC to ed.projects@nmcg.nic.in	All communications including the submission of Proposal should be addressed to: Shri. Madhava Kumar R Sr. Economic & Finance Expert National Mission for Clean Ganga, 1 <sup>st</sup> Floor, Major Dhyan Chand Stadium, India Gate, New Delhi – 110002. Phone: 011 - 23072900 Mobile : 9810500403 Email: madhvakumar@nmcg.nic.in and CC to ed.projects@nmcg.nic.in
4	2.2.2(A) Technical Capacity:	The Bidder shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 3 (three) Eligible Assignments each in Financial/Transaction advisory Experience and a minimum of 3 (three) Eligible Assignments in Technical Consultancy Experience as specified in Clause 3.1.4.	The Bidder shall have, over the past 7 (seven) years preceding the PDD, undertaken a minimum of 3 (three) Eligible Assignments each in Financial/Transaction advisory Experience and a minimum of 3 (three) Eligible Assignments in Technical Consultancy Experience as specified in Clause 3.1.4.

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5	2.2.2(D) Educational Qualification of the Team Leader & Strategy Expert:	Post-Graduation in Management /Relevant field or equivalent	Post-Graduation in Management / Civil Engineering/Public Health Engineering/Environmental Engineering.
6	2.2.2(D) Experience on Eligible Assignments for PPP expert:	He should have PPP/project structuring/strategy/project management/ bid advisory for at least 2 PPP projects across multiple sectors such as water, waste water, roads, ports, railways, Shipping, Township etc.	He should have PPP/project structuring/strategy/project management/ bid advisory for at least 2 PPP projects in any infrastructure sector defined in clause 3.1.4(A).
7	2.2.2(D) Experience on Eligible Assignments for Legal expert:	Should have prepared draft concession agreement and contractual documentation for at least 2 PPP projects in various infrastructure sectors s such as water, waste water, roads, ports, railways, airports, shipping, township development etc.	Should have prepared draft concession agreement and contractual documentation for at least 2 PPP projects in any infrastructure sector defined in clause 3.1.4(A).
8	2.2.2(D) Experience on Eligible Assignments for Finance expert	He should have undertaken financial modelling and analysis/financial structuring/valuation for at least 2 infrastructure projects.	He should have undertaken financial modelling and analysis/financial structuring/valuation for at least 2 projects in any infrastructure sector defined in clause 3.1.4(A).
9	2.2.3	The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that	The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that

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		ordinarily audits the annual accounts of the Bidder.	ordinarily audits the annual accounts of the Bidder. If audited accounts for the financial year ending in March 2017 are not available, the bidders can submit provisional accounts along 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 and when it is available
10	2.4 Number of Proposals.	No Bidder or its Associate shall submit more than one Application for the Consultancy. A Bidder applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.	No Bidder or its Associate shall submit more than one Proposal for the Consultancy. A Bidder applying individually or as an Associate shall not be entitled to submit another Proposal either individually or as a member of any consortium, as the case may be.
11	2.10.1 Response to Queries. – Second paragraph.	The NMCG shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by e-mail. The NMCG will post the reply to all such queries on the Official Website and copies thereof will also be	The NMCG shall endeavour to respond to the queries within the period specified therein but not later than 11 (eleven) days prior to the Proposal Due Date. The responses will be sent by e-mail. The NMCG will post the reply to all such queries on the Official Website and copies thereof will also be



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		circulated to all Bidders who have purchased the RFP document without identifying the source of queries	circulated to all Bidders who have purchased the RFP document without identifying the source of queries
12	2.14.2(m)	Bid Process fee of Rs 10000/- (Rupees ten thousand only) in the form of a Demand draft Drawn in favour of National Mission for Clean Ganga, Payable at New Delhi has been enclosed	Bid Process fee of Rs 10000/- (Rupees ten thousand only) in the form of a Demand draft /Bankers Cheque Drawn in favour of National Mission for Clean Ganga, Payable at New Delhi has been enclosed
13	2.14.6	The proposed team shall be composed of experts and specialists (the “ <b>Professional Personnel</b> ”) in their respective areas of expertise and managerial/support staff (the “ <b>Support Personnel</b> ”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-12 of Appendix-I.	The proposed team shall be composed of experts and specialists (the “ <b>Professional Personnel</b> ”) in their respective areas of expertise and managerial/support staff (the “ <b>Support Personnel</b> ”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.2.2(D) shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-12 of Appendix-I.
14	3.1.3 Evaluation criteria for Team leader & strategic Expert.	As per the note mentioned below	Deleted.

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15	3.1.4(A) Eligible Financial Consultancy/Transaction Advisory/Sectoral Assignments: Third para.	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)	Infrastructure sectors include power, roads, bridges, ports, airports, railways, logistics, Townships, industrial infrastructure (industrial townships, SEZs, industrial parks), tourism infrastructure, urban transport, urban utility infrastructure (city gas utility, solid waste management), water treatment plants, distribution networks, sewer networks, sewage treatment plants, common effluent treatment plants, desalination plants.
16	3.4.3	Nil	Without prejudice to the clause 3.4.2, and in accordance with the clause 1.1.4, if the Bidder is also the first ranked Bidder (having the highest combined score) for more than two packages/projects for which the proposals have been submitted by the Bidder, then as per the preference of the Bidder submitted as part of the Proposal, the Selection of the such Bidder will be restricted to 2 (two) packages only. Also with the same team of Key Personnel maximum number of packages/projects will be limited to 2(two) only.
17	8.4 – Terms of Reference.	The Consultant shall assist NMCG in financial closure of the first x cities during Phase 2.	Deleted.

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18	12 – Terms of reference. Completion of Services	<p>All the Deliverables shall be compiled, classified and submitted by the Consultant to NMCG in both hard &amp; soft form, to the extent possible. The documents comprising the Deliverables shall remain the property of NMCG and shall not be used by the Consultant for any purpose other than that intended under these Terms of Reference without the permission of NMCG. The Consultancy shall stand completed on acceptance by NMCG of all the Deliverables of the Consultant. Unless completed earlier, the Services shall be deemed completed and finally accepted by NMCG and the final Deliverable shall be deemed approved by NMCG as satisfactory upon expiry of 30 (thirty) days after receipt of the final Deliverable unless NMCG, within such thirty (thirty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Consultancy shall in any case be deemed to be completed upon expiry of 18 months from the Effective Date, unless extended by mutual consent of the NMCG and the Consultant</p>	<p>All the Deliverables shall be compiled, classified and submitted by the Consultant to NMCG in both hard &amp; soft form, to the extent possible. The documents comprising the Deliverables shall remain the property of NMCG and shall not be used by the Consultant for any purpose other than that intended under these Terms of Reference without the permission of NMCG. The Consultancy shall stand completed on acceptance by NMCG of all the Deliverables of the Consultant. Unless completed earlier, the Services shall be deemed completed and finally accepted by NMCG and the final Deliverable shall be deemed approved by NMCG as satisfactory upon expiry of 30 (thirty) days after receipt of the final Deliverable unless NMCG, within such thirty (thirty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Consultancy shall in any case be deemed to be completed upon expiry of 12 months from the Effective Date, unless extended by mutual consent</p>

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			of the NMCG and the Consultant
19	Recitals in & Signatories to the agreement.	<p>This AGREEMENT (hereinafter called the “<b>Agreement</b>”) is made on the ..... day of the month of ..... 20..., between, on the one hand, <b>National Mission for Clean Ganga</b> (hereinafter called as NMCG)which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, .....  ..... (hereinafter called the “<b>Consultant</b>” which expression shall include their respective successors and permitted assigns).</p>	<p>This AGREEMENT (hereinafter called the “<b>Agreement</b>”) is made on the ..... day of the month of ..... 20..., between, , <b>National Mission for Clean Ganga</b> (hereinafter called as NMCG)which expression shall include their respective successors and permitted assigns, unless the context otherwise requires), Bihar Urban Infrastructure Development Corporation (hereinafter called as BUIDCO)which expression shall include their respective successors and permitted assigns, unless the context otherwise requires), on one hand and, on the other hand, .....  ..... (Hereinafter called the “<b>Consultant</b>” which expression shall include their respective successors and permitted assigns).</p> <p>Signatories:  1.For and on behalf of Consultant:  (Signature)  (Name)  (Designation)  (Address).  2. For and on behalf of NMCG  (Signature)  (Name)  (Designation)  (Address).  3. For and on behalf of BUIDCO:</p>



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			(Signature) (Name) (Designation) (Address).
20	1.10.4 - Agreement	Nil	The BUIDCO may designate one of its employees as its Official Representative. Unless otherwise notified, the BUIDCO representative shall be: ----- ----- Tel:----- Mobile:----- Email: -----
21	4.7 – Agreement. Sub- Consultants	Sub-Consultants listed in Annex-4 of this Agreement are hereby approved by the NMCG. The Consultant may, with prior written approval of the NMCG, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4	Sub-Consultants listed in Annex-3 of this Agreement are hereby approved by the NMCG. The Consultant may, with prior written approval of the NMCG, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4
22	6.3(f) – Mode of Billing and Payment.	30% (ten per cent) of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon execution of the Concession Agreement and achievement of Financial Closure. In the event the Concession Agreement does not get executed within 1 (one) year of the Effective Date the Final Payment shall	10% (ten per cent) of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon execution of the Concession Agreement. In the event the Concession Agreement does not get executed within 1 (one) year of the Effective Date the Final Payment shall not become due to the Consultant, save and

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		not become due to the Consultant, save and except the costs incurred for meeting its reimbursable expenses during the period after expiry of 18 (eighteen) weeks from the Effective Date, including travel costs and personnel costs, at the agreed rates.	except the costs incurred for meeting its reimbursable expenses during the period after expiry of 24 (twenty four) weeks from the Effective Date, including travel costs and personnel costs, at the agreed rates.
23	Appendix –I Form -1. Letter of proposal. Point no: 22	Nil	I/We have submitted our Proposals for selection of Strategic Consultant(s) for Public Private Partnership (PPP) design and Transaction Advisory support for the Development of new Sewage Treatment Plants (STPs) and integration of existing sewage treatment infrastructure for --- ------(include the Name of Packages). If we become the first ranked bidder for all the projects/packages, our preference of selection to the project /packages shall be as follows:  First:------(Name of the package)  Second:------(Name of the package)  Third:------(Name of the package)  Fourth: ----- (Name of the package).
24	Appendix – I Form no: 8 Foot note \$.	The Bidder should provide details of only those projects that have been	The Bidder should provide details of only those projects that have been

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		undertaken by it under its own name	undertaken by it under its own name/Associate.
25	Appendix –I Form no 14		Undertaking for submission of provisional accounts.
26	Appendix – I Form no 15		Certificate for Associates.
27	Appendix II – Form no: 2	Estimate of Costs for Item A I, A II and B I shall be as per Form-3.	Estimate of costs for item A from Form – 3.



APPENDIX – I

Form No: 14

(Refer to clause 2.2.3)

(in non judicial stamp paper of Rs 100 and notarized by a notary public)

**Undertaking for submission of provisional accounts.**

To,

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We -----(Name of the Bidder/Consortium Member) here by undertake the following:

1. National Mission for Clean Ganga(NMCG) has invited Proposals for the appointment of Strategic Consultant for PPP design and Transaction Advisory Support for the Development of new Sewage Treatment Plants (STPs) and integration of existing sewage treatment infrastructure at Digha & Kankarbagh in Patna, Bihar through Hybrid Annuity based PPP mode. As per clause 2.2.3 of the Request for Proposal (RFP) document , along with the proposal, every bidder is required to submit a certificate for total revenue received from professional fees during each of the three financial years preceding the proposal due date -----, from Statutory Auditor/ or any firm of Chartered Accountants that ordinarily audits the annual accounts of the bidder. Since the auditing of the accounts for ----- (Name of the Bidder/Consortium Member) for the financial year ending on 31<sup>st</sup> March 2017 is not complete, we have submitted the provisional figures/accounts for the said period.
2. Final audited accounts for the financial year ending on 31<sup>st</sup> March 2017 along with the certificate from Statutory Auditor will be submitted to NMCG on or before-----.
3. We understand that NMCG will rely on the provisional figures provided by us for the financial year ending on 31<sup>st</sup> March 2017 for assessing the Financial Capacity of ----- - (Name of the bidder/consortium member) as per clause 2.2.2(B) of the RFP document. We submit that we are exclusively responsible for any discrepancy/ variation in the final audited accounts for the financial year ending 31<sup>st</sup> March 2017 to be submitted later, resulting in change in financial capacity and leading to disqualification as per the terms of RFP document. NMCG shall not be liable in any manner for such event and has every right to take appropriate action as it deem fit to disqualify the selection, terminate the agreement and forfeit the performance security submitted for the project.
4. We also indemnify NMCG from all direct or indirect consequences, losses to third parties /sub consultants and related legal issues that may arise due to disqualification as mentioned above.

Signed

Authorized Representative.



**ANNEXURE 1**  
**Form no:15**  
**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

Date:



