

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

File No. : T-17/2014-15/834/NMCG

Addendum No. 2

“Selection of Consultant for Performance Assessment and Rehabilitation of Existing STPs”

Issue Date: 24/07/2017

Sl No.	Clause Reference	Existing Clause	Amended Clause
1	Pg 19, Clause 2.14.3	The Bid Security shall be 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 6.	The Bid Security shall be 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 7.
2	Appendix 11 Page61	Appendix 11 last para “Copy of the audited financial statements for each financial years along with auditor’s report for respective years should be attached.”	Copy of the audited financial statements for each financial year along with auditor’s report for respective years should be attached. In case the audited account for the financial year 2016-17 are not available, the bidder can submit the provisional account with an undertaking to the effect that the bidder will be solely be responsible for discrepancies and variations and resulting impact on qualification status. The format of the undertaking is attached as Annexure A.
3	Pg 26, Clause No. 3.1.3 (d)	The Financial capability statement as per the specified format in Appendix 10 should be certified by the statutory auditor of the company/organisation, with certificate issued after Bid Issue Date.	The Financial capability statement as per the specified format in Appendix 11 should be certified by the statutory auditor of the company/organisation, with certificate issued after Bid Issue Date.
4	Clause No. 3.1.4 last para.Pg 27	The Sole Bidder or Member of the Consortium should have experience as Consultant for successfully implemented, designed and commissioned minimum three projects, which includes any or all of the above with value of the best three projects in above sectors as mentioned above in terms of value, not less than Rupees Fifty (50) crore	The Sole Bidder or Member of the Consortium should have experience as Consultant for successfully providing consulting services towards project Development / Project Management / Project Design & Supervision / Project Design Supervision & Management Consultancy services with value of the best three projects as mentioned

		each.	above, in terms of value, not less than Rupees Fifty (50) crore, in aggregate.
5	Pg 32, Clause 4.5.2 A	Scoring for the projects category at s.no. 4.5.1A will be as following: (i) For first 5 projects maximum marks awarded will be 10 i.e. 2 (Two) for each qualifying project. (ii) For 6 to 10 projects maximum marks awarded will be 15 i.e. 3 (Three) for each qualifying project.	Maximum of 10 projects will be considered for scoring under the projects category at s.no. 4.5.1A. The scoring will be done in the following manner: (i) The projects having value Rs. 10 to 50 crore shall be awarded 2 marks for each qualifying project. (ii) The projects having value more than Rs. 50 crore shall be awarded 2.5 marks for each qualifying project.
6	Contract Agreement – Appendix I, Contract page no 48	<u>Appendix I</u> <u>Performance Bank Guarantee</u>	Please refer to Annexure B
7	Clause 4.11.1	The successful Bidder shall be required to furnish a performance Guarantee equal to Ten (10) percent of the price proposal prior to signing of the contract agreement.	The successful Bidder shall be required to furnish a performance Guarantee equal to Ten (10) percent of the price proposal, valid upto 3 months, after expiry of the contract, prior to signing of the contract agreement.
8	Appendix 7: Format of Bid Security 2 (g) (ii) Page 47	(ii) fails or refuses to furnish the Success fee in accordance with the RFP and / or	Clause stands deleted
9	Appendix 10C, Page 54	Client certificate shall be enclosed for each work, without client certificate, the performance shall not be considered for evaluation. The client certificate may also include LoA, relevant pages of contract, project completion certificate apart from certificate issued for such purposes clearly indicating client name, project cost, consultancy fees received, project start and end date.	Client certificate shall be enclosed for each work, without client certificate, the performance shall not be considered for evaluation. The client certificate may also include LoA, relevant pages of contract, project completion certificate apart from certificate issued for such purposes clearly indicating client name, project cost, consultancy fees received, project start and end date. Where client has not issued the completion certificate to the contractor, for reasons not attributable to him, a certificate by the statutory auditor duly certifying, receipt of at least 80% of the consultancy fee shall be required to be submitted.
10			Clause 3.1.4. (j) as under added “3.1.4. (j) The bidder or any member of the consortium may claim the experience of associate company for qualification purpose.” For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “Associate”). As used in this definition, the

			<p>expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract. The bidder is required to submit a certificate from the statutory authority for claiming the experience of the Associates in the format given at Annexure C</p>
11	<p>Appendix 13: Terms of Reference, subsection D-5</p> <p>Page 70</p>	<p>5. 25% on conclusion of tendering process for 82 STPs assessed and submission and approval of final report, Real-time monitoring of STPs, Centralized Dashboard and Display Mechanism</p> <p>6. 10% on submission and acceptance (approval) of final consolidated report</p>	<p>5. 15% on submission and approval of final report on Real-time monitoring of STPs, Centralized Dashboard and Display Mechanism</p> <p>6. 10% on conclusion of tendering process for 82 STPs assessed</p> <p>7. 10% on submission and acceptance (approval) of final consolidated report.</p> <p>8. The extent of studies required will depend on case specific requirements. The list of structure requiring non destructive testing (NDT) need to be finalized in consultation with NMCG based on background review findings of the consultant. The consultant need to get the rates approved for such testing from NMCG and the cost of such NDT will be reimbursed on actual basis.</p>
12	<p>Appendix 13 A 1 a (vi)</p> <p>Page 67</p>	<p>“(vi) The consultant will do an A/B/C analysisNMCG/Executing Agency.”</p>	<p>“(vi) The consultant will do an A/B/C analysisNMCG/Executing Agency. The consultant may take into consideration the existing, under construction, approved and pipeline works of STPs as indicated in the table at Annexure D for prioritization”</p>
13	<p>Appendix 13: Terms of Reference, subsection E-5 - Staff Qualifications, Experience and Other Requirements of Proposed Staff</p> <p>Page 71</p>	<p>E.iii (2) – Deputy Team Leader Graduate in Mechanical Engineering with.....of a similar nature.</p>	<p>E.iii (2) – Deputy Team Leader Graduate in Mechanical / Electrical / Civil Engineering with.....of a similar nature.</p> <p>New footnote added as under: If proposed Deputy team leader is Electrical Engineering Graduate, then key expert at sl no.. 3 needs to be mechanical engineering graduate with the requisite experience as indicated against sl no. 3. If proposed Deputy team leader is Civil Engineering Graduate, then consultant need to provide suitable senior level support staff (mechanical engineering graduate) along with CV.</p>

(Refer to clause 3.1.3 a and Appendix 11)

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

Undertaking for submission of provisional accounts.

To,

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

1. National Mission for Clean Ganga(NMCG) has invited Proposals for the Selection of Consultant for Performance Assessment and Rehabilitation of Existing Sewage Treatment Plants (STPs) .As per Appendix 11, read with clause 3.1.3 a 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 31st 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 31st 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 31st March 2017 for assessing the Financial Capacity of ----- (Name of the bidder/consortium member) as per Appendix 11, read with clause 3.1.3 a 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 31st 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.

Appendix I

PERFORMANCE BANK GUARANTEE

To:

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

WHEREAS _____ having its Office at _____, (hereinafter called "the Consultant") has undertaken, in pursuance of Letter of Award No. _____ dated _____ to provide the services on terms and conditions set forth in this Contract " _____" (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant up to a total of _____ (Rupees _____ only), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs. _____ (Rupees _____ only), as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultant or of the Bank.

"This guarantee shall also be operatable at our _____ Branch at _____, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to **Rs. _____ (Rupees _____ only)**, and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____, all our liability under this guarantee shall cease.

Notwithstanding anything contained hereinabove;

- A. Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only)
- B. This bank guarantee shall be valid upto _____.

C. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us, a written claim or demand on or before _____.

Signature and Seal of the Guarantor _____

In presence of

Name and Designation

1. _____
(Name, Signature & Occupation)

Name of the Bank

Address

2. _____
(Name & Occupation)

Date

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:

Annexure D**List of STP Project that have been sanctioned for Rehabilitation / Upgradation and new STPs (sanctioned in 2017) under Namami Gange**

Sl	State	Location	STP Capacity (mld)	Sanction Year	New / Rehabilitation / Upgradation
1	Uttarakhand	Jagjeetpur, Haridwar	27	2017	Rehabilitation
2	Uttarakhand	Sarai, Haridwar	18	2017	Upgradation
3	Uttarakhand	Haridwar, (Jagjeetpur and Sarai)	82	2017	New including 18 mld Jagjitpur STP upgradation
4	Uttarakhand	Josimath	3.78	2017	New
5	Uttarakhand	Rudraprayag	0.525	2017	New
6	Uttarakhand	Karnaprayag	0.15	2017	New
7	Uttarakhand	Kirtinagar	0.6	2017	New
8	Uttarakhand	Lakkarghat, Rishikesh	27	2017	New including existing STP upgradation
9	Uttarakhand	Muni Ki Reti	12.5	2017	New
10	Uttarakhand	ChamoliGopeswar	4.37	2017	New
11	Uttarakhand	Badrinath	1.01	2017	New
12	Uttarakhand	Srinagar	1	2017	New
13	Uttarakhand	Nandprayag	1.5	2017	New
14	Uttarakhand	Tapovan, Rishikesh	3.5	2017	Upgradation
15	Uttarakhand	Uttarkashi	2	2017	Upgradation
16	Uttarakhand	Swargashram	3	2017	Upgradation
17	Uttarakhand	Srinagar-Garhwal	3.5	2017	Upgradation
18	Uttar Pradesh	Ramana, varanasi	50	2017	New
19	Uttar Pradesh	Naini, Allahabad	42	2017	new
20	Uttar Pradesh	Phaphamau, Allahabad	14	2017	New, including existing 1.5 mld existing STP upgradation / modification
21	Uttar Pradesh	Jhusi, Allahabad	16	2017	New, including existing 1.5 mld existing STP upgradation / modification
22	Uttar Pradesh	Unnao	13	2017	New
23	Uttar Pradesh	Shuklaganj	6	2017	New
24	Uttar Pradesh	Ramnagar	10	2017	New
25	Bihar	Beur, Patna	46	2014	New, includes rehabilitation of 20 mld
26	Bihar	Karmalichak, Patna	37	2014	New, includes rehabilitation of 4 mld
27	Bihar	Pahari, Patna	60	2017	New, includes rehabilitation of 25 mld
28	Jharkhand	Rajmahal	3.5	2017	new
29	West Bengal	Kalyani	21	2011	New, includes rehabilitation of 17 mld