

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

F.No: Pc-11011/3/2020-NMCG (Tender ID: 2020_NMFCG_573049_1)

Dated: 19th August 2020

Responses to Pre Proposal/Bid Queries

Sub: Selection of Project Engineer for the Development of Sewage Treatment Plants (STPs)& associated Infrastructure and Operation and maintenance of all assets for 15 years in and Moradabad and Budhana & Muzaffarnagar, State of Uttar Pradesh Under Hybrid Annuity based PPP mode

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
1.	1. Introduction, Clause No.1.8 Schedule of Selection Process, Page No-10.	"Bid Submission end date & time: 24th Aug 2020 from 12:00 Hrs"	Due to present pandemic of COVID-19 situation in the country, we request you to extend the due date of submission of the proposal by at least 3 weeks from the date of issue of Pre-bid clarifications. Kindly confirm.	Please refer to the addendum.
2.	2. Instructions to Bidders, Clause No.2.1.4.1 Page No-13.	Key Experts: "Team Leader cum Waste Water Expert: Graduation in Engineering and Post-graduation in Public Health/Civil/ Environmental Engineering or Equivalent."	We request you to also consider Post graduate with Specialization in Water Resources engineering / Hydraulics Engineering / MBA or equivalent. Please confirm.	As per RFP document.
3.	2. Instructions to Bidders, Clause No.2.1.4.1, Page No-15.	Key Experts: "O & M Engineer: Graduation in Engineering"	We presume O & M Engineer to be with a Graduation in Civil Engineering/ Environment Engineering / Mechanical Engineering/ Electrical Engineering /Biotechnology/ Chemical Engineering/ Post-graduation in Civil /Public Health/ Environmental Engineering. Please confirm.	RFP provision is self-explanatory.

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4.	2. Instructions to Bidders, Clause No.2.2. Conditions of Eligibility of Bidders, Sub-Clause No.2.2.2 (B), Page No-17.	“Financial Capacity: The Bidder shall have received a minimum revenue of Rs. 10 (Ten) crore or US \$ 5 (Five) million per annum from professional fees during Financial Year 2016-17, 2017-18 and 2018-19.”	In order to bring a competent and experienced consultant , it is suggested that the criteria may please be amended as below: Consultant should have Minimum Average Annual Turnover of Rs. 100 Crores in last 3 financial years viz 2016-17, 2017-18 & 2018-19. Kindly confirm.	As per RFP document. It is clarified that bidders have to submit income received from professional fee as per Clause 2.2.2 (b) and not the turnover for the period.
5.	2. Instructions to Applicants, C. Preparation And Submission Of Proposal, Clause No.2.14. Technical proposal, Sub-Clause No.2.14.2 (g), Page No-25.	“ The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Bidder. Unsigned / countersigned CVs shall be rejected”	Obtaining original signatures of the proposed key personnel is not possible in these times of Covid-19 mainly due to Work from Home / Remote Working of many persons. Please confirm that the scanned signatures of the proposed expert and / Or the original signature of the authorised signatory of the applicant will meet this requirement. Please consider.	As per RFP document. Bidder shall obtain the scanned copy of the signed CV from the proposed expert (as per RFP requirement) and submit it along with their proposal.
6.	2. Instructions to Applicants, C. Preparation And Submission Of Proposal, Clause No.2.15. Financial proposal, Sub-Clause No.2.15.2 (i), Page No-26.	All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.	As per this Clause, we understand that the Project Engineer shall establish the Main Project office in Moradabad and sub-offices in project sites. The space for Project office establishment is to be provided by UP Jal Nigam/NMCG. Kindly confirm.	The Bidder shall make his own assessment.

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7.	2. Instructions to Applicants, C. Preparation And Submission Of Proposal, Clause No.2.14.Technical proposal, Sub-Clause No.2.20 (g), Page No-28.	The Bidder shall furnish as part of its Proposal, a bid security of [Rs. 300,000 (Three Lakhs)] in the form of a Bank Guarantee 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 120 (one hundred twenty) days from PDD except in case of the two highest ranked Bidders as required in Clause 2.25.1.	Please furnish the NMCG BANK Account details for our Bank to issue Bank Guarantee (BG).	Name of Bank: Union Bank of India Branch: MTNL Building, CGO Complex Account No: 344902010107168 IFSC Code: UBIN0534498
8.	2. Instructions to Applicants, E. Appointment Of Project Engineer, Clause No.2.30. Commencement of assignment, Page No-33.	"The Project Engineer shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement... "	Considering the present Pandemic (COVID-19) situation, we request to revise clause as: "The Project Engineer shall commence the Services at the Project site within 30 (thirty) days of the date of the Agreement ... " Please confirm.	As per RFP document.
9.	SCHEDULE-1: Terms of Reference clause 2. Scope of the Project, Page No-44.	Scope of the Project.	We understand that all lands for STPs/ ISPs are under the possession of UP Jal Nigam. Kindly confirm.	For Budhana and Muzaffarnagar, the land is already in possession with UP Jal Nigam. For Moradabad, land is available with UP Jal Nigam but subject to decision by Hon'ble High Court, UP.
10.	SCHEDULE-1: Terms of Reference, Clause 2. Scope of the Project, Page No-44.	Scope of the Project.	We also understand that all necessary clearances regarding Environment, Pollution Control Boards and other Departments have been obtained by UP Jal Nigam. Kindly confirm.	UPJN will fulfill its obligations as per the concession agreement.

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11.	SCHEDULE-1: Terms of Reference, Clause 4. Role & Functions, Sub-Clause 4.1 (ix) Page No-47	Review, inspection , supervision and monitoring of Construction Works as set forth in Paragraph 6; conducting Tests on completion of construction and issuing Completion/ Provisional Certificate as set forth in Paragraph 6	Please confirm that Inspection/witnessing of Electro Mechanical equipments test at factory premises before dispatch is in the Scope of Project Engineer. If yes, the cost towards, travel, lodging & boarding shall be borne by the respective Concessionaire / NMCG.	Bidders may make his own assessment.
12.	SCHEDULE-1: Terms of Reference, Clause 4. Role & Functions, Sub-Clause 4.1 (xix) Page No-47.	Assisting the Parties in resolution of Disputes as set forth in Paragraph 10;	We would like to inform you that in RFP document Legal Expert position is not mentioned and whereas the consultant scope of work requires to provide assistance in dispute resolution.	As per RFP document.
13.	SCHEDULE-1: Terms of Reference, Clause 12.Miscellaneous, Sub-Clause 12.7 Page No-56.	The project Engineer shall develop & maintain a project website and with the approval of NMCG/UP Jal Nigam post from time to time, information (textual and Audio- Visual) on project progress on a continuous basis. On completion of services as per this RFP document, the website with all necessary technical information shall be handed over to UP Jal Nigam.	We suggest adding position of IT Expert for 36 months.	The project engineer may hire the required services instead of having a dedicated personnel.
14.	SCHEDULE-1: Terms of Reference, 13. Time and Payment Schedule, Sub-Clause 13.2 (B – During Construction Period), Page No-57.	Certification for the achievement of first construction milestone by the Concessionaire	The construction milestones are not defined in the RFP. Kindly elaborate the same.	For construction milestones are to be achieved by the concessionaire. Please refer to the concession agreement /tender document for the project. Bidders may visit NMCG and refer to the draft documents.

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15.	SCHEDULE-1: Terms of Reference, 13. Time and Payment Schedule, Sub-Clause 13.2 (B – Payment of fees for supervision of O&M) sub section 1, Page No.-58.	Payment during O & M period on submission of certificate for adherence to KPIs on prorata basis for 12 months (Billing on the basis of man days/man months spend on the project)	We presume that the KPIs mentioned in this clause are applicable to Concessionaire and not to the Project Engineer. Kindly confirm.	KPIs are applicable for the concessionaire.
16.	SCHEDULE-1: Terms of Reference, 13. Time and Payment Schedule, Sub-Clause 13.4, Page Nos. 58 & 59.	Project-wise expected man-days for each both key and non-key personnel as required in the Clause 2.1.4 of the RFP document for Budhana & Muzaffarnagar / Moradabad are as follows: Table of Man-days	Indicative Project cost is Rs. 156.07 Cr. & Rs. 53.53 Cr. respectively. Please clarify whether the Bidders are allowed to assess the Man-days for each Key Expert & Non-Key Expert position, as part of our Technical Proposal.	Man-days are as per Clause 13.4 of Schedule-1.
17.	SCHEDULE-2: Agreement for Providing Consultancy Services, 3.2. Conflict of Interest Page Nos. 74, 75 & 76.	“Conflict of interest”	We would like to seek your confirmation / clarification on these “Conflict of interest’ Clauses w.r.t. our Ongoing NMCG Consultancy assignment “Project Management Consultancy (PMC) assignment to National Mission for Clean Ganga (NMCG)”	PMC in NMCG will not conflict with the Project Engineer (PE) Engagement for individual project, as the scope of work of PE is totally different from PMC in NMCG.
18.	SCHEDULE-2: Agreement for Providing Consultancy Services, 3.4.	This limitation of liability specified in Clause 3.4.3 shall not affect the Project Engineer’s liability, if any, for damage to Third Parties caused by the Project Engineer or any person or firm acting on behalf of the Project Engineer in carrying out the	We request you to consider the maximum Liability under this Consultancy contract to be limited to 5% of the Consultancy Contract amount.	As per RFP document.

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	Liability of the Project Engineer, Sub-Clause 3.4.4, Page No.77.	Services subject, however, to a limit equal to the Agreement Value.		
19.	SCCHEDULE-2: Agreement for Providing Consultancy Services, 4. Consultant's Personnel and sub-Consultants, Sub-Clause 4.4, Page No.80.	“In the case of a further substitutions hereunder, such deduction shall be 10% (Ten per cent) of the remuneration specified for the original Key Personnel for each substitution.”	We request you to DELETE this clause, due to the current volatile market condition.	As per RFP document.
20.	SCCHEDULE-2: Agreement for Providing Consultancy Services, Clause No.7. Liquidated Damages And Penalties, Page No.83.	“7.1 Performance Security 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 Project Engineer shall be required to provide a Performance Security in the form of a bank guarantee substantially in the form specified at Annex-5 of this Agreement.”	We request you to consider performance security shall be deemed to be an amount equal to 5% (five per cent) of the Agreement Value. Please confirm.	Please refer to the Addendum.
21.	SCCHEDULE-2: Agreement for Providing Consultancy Services, Clause No.7.2 Liquidated Damages, Page No-84.	“7.2.1 Liquidated Damages for error/variation In case any error or variation is detected in the reports submitted by the Project Engineer and such error or variation is the result of negligence or lack of due diligence on the part of the Project Engineer, the consequential damages thereof shall be quantified by the NMCG in a reasonable manner and recovered from the Project Engineer by way of deemed liquidated damages, subject to a maximum of 20% (twenty per cent) of the	It is requested to review and eliminate the LD provision for error / variation , which is stated up to the limit of 20% of the Agreement value. Further, such a high penal provision does question the efficacy of the Consulting service profession. We apprehend penal provision with limit in excess of Performance Security as	As per RFP document.

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		Agreement Value..”	stated in Clause 7.1.1, would cause adverse impact on the payment of the Consultants. Hence, we request you to eliminate the LD provision for error/variation. Please confirm.	
22.	SCHEDULE-2: Agreement for Providing Consultancy Services, Clause No.7.2 Liquidated Damages, Page No-84.	“7.2.2 Liquidated Damages for delay In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day , subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Project Engineer, suitable extension of time shall be granted.”	We request you to consider liquidated damages for delay not exceeding an amount equal to 0.1% of the Agreement Value per day , subject to a maximum of 5% (five percent) of the Agreement Value.	Please refer to the Addendum.
23.	Financial Proposal (BoQ)	GST.	The prevailing rate of GST is NIL for subject consultancy assignment as per GST rules. However, in future GST rate may vary as per the recommendation of the GST council. We request you to confirm that the evaluation of financial proposal will be done without GST and GST will be paid extra as per the rate prevailing at the time of making payment. Please confirm the above.	Evaluation will include GST. In the BOQ, the GST rate has been considered as 18%. The payment of GST will be limited to the prevailing rates.
24.	Financial Proposal (BoQ)	Price Adjustment clause in the Consultancy contract.	Considering the long duration of the assignments, it is requested that Price Adjustment be applicable on the consultant's rates after 12 months into contract. Kindly consider.	As per RFP document. The Bidders may make their own assessment as per prevailing market/ Economic conditions .

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25.	Clause 1.8 # Page 10	Last date & time for submission (upload) of online bidding document (Proposal Due Date or PDD) 24 th Aug 2020 from 12:00 Hrs.	We would like to mention that the time given for the submission of the proposals is too short. As we all know about the current Pandemic (COVID – 19) situation coupled with Countrywide lockdown which has brought movement of every individual & businesses virtually to a standstill. Everyone is working with limited staff and work from home. Considering the current situation, we request your good self to kindly extend the due date of submission of the proposal by at least 6 weeks from the date of issue of clarifications.	Please refer to the addendum.
26.	Clause 13.4 # Page 58 and 59	Project-wise expected man-days for each both key and non-key personnel :	Expert man-days scheduled in the table, need to have payments at par with the work done from home or on site, subject to limitation of minimum relevant staff on site. Project Engineer shall certify the involvement in the project categorized in two parts, one on site and other from home, in case of each expert. This will also enable the consultant to manage the resources throughout the period of the Contract which in turn will benefit the Project. Please confirm that these man-days comprise both deployment at site and home office.	The engagement of Project Engineer is output/deliverable based, which may include onsite and offsite engagement of Key Personnel. The Bidder may make his own assessment in accordance with scope of work, duration and man-days mentioned in the RFP document.
27.	Clause 3.1.3 # Page 34 and 35	The scoring criteria to be used for evaluation shall be as follows.	As per evaluation criteria only CV's of Key staff will be evaluated, we request	As per RFP document.

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			<p>you to please consider submission of CV's of Non Key Experts for supervision during contract negotiation stage.</p> <p>Accordingly Please confirm CVs of Non Key Experts need not be submitted at this stage in the proposal.</p>	
28.	Clause 3.1.4 # Page 36	Eligible Assignments	<p>We understand that project with design engineering/ DPR for sewerage works including MLD specified in the clause shall also be considered eligible.</p> <p>Please confirm the same.</p>	Preparation of only DPR is not an eligible assignment as it is neither equivalent to construction supervision nor detailed engineering design good for construction.
29.	Clause 2.1.4 # Page 12	Key Personnel	For support during implementation of the concession agreement we request that the position of Contract Specialist be included in the list of Key Personnel with associated time input.	As per RFP document.
30.	Clause 13.2 A, B and C # Page 57	Time and Payment Schedule	Payment to the Project Engineer is based on the milestones achieved by the Concessionaire. As the technical person have no control over the finances and administration of the concessionaire. Please clarify in case of delays in construction due to reason not attributed to Project Engineer activities, how payment to PE shall be made?	While there is a provision in the RFP document for monthly payment to the Project Engineer, certain portion of the fee is payable only on achievement of construction milestones by the concessionaire. The issues due to delay in projects for reasons attributable only to the concessionaire will be addressed at appropriate time on case to case basis.
31.	Clause 2.1.4 Point no. 5 and 6	Key Expert i.e. Senior Engineer (Electrical) and	In water supply and waste water projects, specific/ limited requirement	As per RFP document.

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	# Page 14	Senior Engineer (Instrumentation)	of instrumentation engineer is needed. If man months of electrical and instrumentation engineer could be merged and position for electrical engineer can be made common then good and stable engineers may be deputed for this project.	
32.	Clause 7.2.1 # Page 84	In case any error or variation is detected in the reports submitted by the Project Engineer and such error or variation is the result of negligence or lack of due diligence on the part of the Project Engineer, the consequential damages thereof shall be quantified by the NMCG in a reasonable manner and recovered from the Project Engineer by way of deemed liquidated damages, subject to a maximum of 20% (twenty per cent) of the agreement Value.	Liquidated damages enforceable up to 20% of the contract value are not justifiable in case of Engineer, actually it may be in case of Concessionaire. Engineer may not have the administrative control over the activities, but he has to certify the technical performance as soon as possible. Delay or the losses in the project may be more related to the concessionaire. Please limit the LD to the extent of 5% only.	As per RFP document.
33.	2 ITB, 2.26.2 # Page 32	As a condition to such substitution, a sum of 5% of the remuneration specified for the original Key Personnel may be deducted from the payments due to the Project Engineer. In the case of a further substitutions hereunder, such deduction shall be 10% of the remuneration specified for the original Key Personnel for each substitution.	You will appreciate that Consulting industry is quite dynamic with huge number of assignments coming out. Further the Consultant will only go for replacement when under compelling situations or under circumstances beyond control. Imposing such huge penalty will pose serious impediment in route to find a suitable and better replacement. We therefore request you to allow replacement with equal or better experts' without any financial implications in line with multilateral funding and many Government schemes. Please consider.	As per RFP document.

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34.	Schedule 1, 17 Completion of Services, # Page 60	The Consultancy shall in any case be deemed to be completed upon expiry of 5 years from the Effective Date, unless extended by mutual consent of the Uttar Pradesh Jal Nigam and the Project Engineer.	Since the project duration is 3 years only, we understand that services beyond it will be paid extra to the consultants.	The engagement of Project Engineer is output/deliverable based contract. The issues due to delay in projects for reasons attributable only to the concessionaire will be addressed at appropriate time on case to case basis.
35.	BOQ	Financial Proposal	Please confirm whether the office space shall be provided within the STP premises along with Office Furniture and equipment for the complete duration of Project Engineer Services by the department/Concessionaire or this expense shall be borne by PE & Reimbursed by NMCG.	The Bidder shall make his own arrangement.
36.	Clause 1.8 # Page 10	Last date & time for submission (upload) of online bidding document (Proposal Due Date or PDD) 24 th Aug 2020 from 12:00 Hrs.	We would like to mention that the time given for the submission of the proposals is too short. As we all know about the current Pandemic (COVID – 19) situation coupled with Countrywide lockdown which has brought movement of every individual & businesses virtually to a standstill. Everyone is working with limited staff and work from home. Considering the current situation, we request your good self to kindly extend the due date of submission of the proposal by at least 6 weeks from the date of issue of clarifications.	Please refer to the addendum.
37.	Clause 2.1.4 : Key Personnel	Senior Engineer (Civil): For consideration of Eligible assignment for Senior Mechanical	Please correct this typographic error, it should be Senior Engineer (Civil) not	Please refer to the addendum.

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	Page no. 12-15	Engineer in accordance with Clause 3.1.4, projects will also include Water Treatment Plant of the capacity mentioned therein.	Mechanical.	
38.	Clause 2.1.4 : Key Personnel & Non key Experts Page no. 12-16	O & M Engineer: Must be a STP Operational Engineer with at least 10 years of overall experience in Municipal domestic wastewater treatment facilities of which at least 2 years in Operational & Management at STP. Support Engineer (Civil): Should have more than 5 years of experience, in sewage treatment plant works	Kindly allow the Experience of WTP also with STP for these positions and all other Key and Non Key positions.	For O&M Engineer and Support Engineer, please refer to the addendum.
39.	Clause 2.1.4 : Key Personnel Page no. 12-15	Safety Expert: Must be a licensed or registered Safety Engineer in the field of infrastructure works with more than 7 years of overall experience	Please remove the clause of licensed or registered Safety Engineer and allow the person with experience in infrastructure safety part.	Please refer to the addendum.
40.	Clause 2.14 : Technical Proposal Page No. 25	No Key Personnel should have attained the age of 63 (Sixty-Three) years at the time of submitting the proposal	Please make this age limit as 70 (Seventy) years	As per RFP document.
41.	Clause 2.26 : Substitution of Key Personnel Page no. 32permitted if the Key Personnel is not available for reasons not attributable to the Project Engineer such as any incapacity or due to health, death etc, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the NMCG.a sum - upto 5% (Five per cent) of the remuneration specified for the original Key Personnel may be deducted from the payments due to the Project Engineer. In the case of a further substitutions hereunder, such deduction shall be up to 10% (Ten per cent) of the remuneration specified for the original Key Personnel for each substitution.	We are requesting to please allow substitution only for equally qualified not better. Also please remove this penalty clause as now a days it is difficult to retain people and difficult to proof the reason which is not attributed to the PE.	As per RFP document.
42.	Clause no. 13: Time and Payment Schedule AND	Subject to the provisions of Paragraph 13.1 of the TOR, the total duration for the assignment shall be 3 years (2 years of construction and 1 year operation for STP) including the time taken by UP Jal Nigam	As per our understanding the duration of this project is 3 years (2 years of construction and 1 year operation for STP) , if it will continue for more than 3	As per RFP document. The Bidders may make their own assessment as per prevailing

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	Clause 2.4 : Expiry of Agreement Page No. 69	in providing the requisite documents or in conveying its comments on the Draft Reports. READ WITH, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the NMCG; or (ii) the expiry of 5 (five) year from the Effective Date. Upon Termination, the NMCG shall make payments of all amounts due to the Project Engineer hereunder.	years, there should be price escalation clause linked with the Wholesale Price Index (WPI) . Please confirm.	market/ Economic conditions.
43.	Clause 13. Time and Payment Schedule Page no. 56 And Clause 1.8 : Location : Agreement for Project Engineer Services Page no. 67	Payment is limited to 1% per month of the contract value for development period of maximum six months (total 6% of contract value). The billing shall be on the basis of man months/man-days deployed for the month along with the submission of monthly progress report. If in any month, the deployment is lower than 1% of the value then balance of in that month shall be added to the next month on cumulative basis. Read with The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Project Engineer.	Please allow Man-days deployment of Key Experts from the HO/Branch office of the consultant(offsite) and as and when required visit to the Project Location (onsite), as 46% of billing percentage is based on the delivery only.	The engagement of Project Engineer is output/deliverable based, which may include onsite and offsite engagement of Key Personnel. The Bidder may make his own assessment in accordance with scope of work, duration and man-days mentioned in the RFP document.
44.	Clause 2.2 : Commencement of Services: Agreement for Project Engineer Services Page No. 68	The Project Engineer shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties	Please allow for commencement within a period of 21 days due to the current scenario and for future also.	As per RFP document.
45.	Clause 6.3 : Mode of billing and payment Page No. 82	A Mobilisation Advance for an amount upto 10% (ten per cent) of the Agreement Value shall be paid to the Project Engineer on request and against a Bank Guarantee from a Scheduled Bank in India in an	Please remove interest part in the advance outstanding	Please refer to the addendum.

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	And Annex-4 Payment Schedule Page no. 90	amount equal to such advance, such Bank Guarantee to remain effective until the advance payment has been fully set off as provided herein. The advance outstanding shall attract simple interest @ 10% (ten per cent) per annum and shall be adjusted in eight equal instalments from the first eight payments due and payable to the Project Engineer during construction period and the accrued interest shall be recovered from the ninth installment due and payable thereafter. Read With Mobilisation Advance upto 10% (ten per cent) of the total Agreement Value shall be paid on request against Bank Guarantee of a Scheduled Bank. This shall attract 10% (ten per cent) simple interest per annum and shall be adjusted against the first 4 (four) bills in four equal instalments and the accrued interest will be recovered from the 5th (fifth) bill.	There is a conflict on the instalments nos. (8 or 4). Kindly confirm for eight equal instalments from the first eight payments	
46.	Clause 7.1 : Liquidated Damages and Penalties : Performance Security Page No. 83	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");	Kindly reduce the performance security to 2.5%	Please refer to the addendum.
47.	Clause 7.2.1 : Liquidated Damages for error/variation Page No. 84	In case any error or variation is detected in the reports submitted by the Project Engineer andrecovered from the Project Engineer by way of deemed liquidated damages, subject to a maximum of 20% (twenty per cent) of the Agreement Value	Requested to modify that the consultant will rectify the error if any and accordingly there will be no LD clause.	As per RFP document.
48.	Clause 7.2.2 : Liquidated Damages for delay	In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of	Requested to modify this as 0.05 % (zero point zero five per cent) per day with a maximum of 5%	Please refer to the addendum.

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	Page No. 84	the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise.		
49.	APPENDIX-I: Form-5: Financial Capacity of the Bidder Page No. 105	This is to certify that (name of the Bidder) has received the payments shown above against the respective years on account of professional fees.	Please rewrite this certification as below; This is to certify that (name of the Bidder) has Annual Turnover Income from Professional Fees shown above against the respective years on account of professional fees. It is very difficult to get Payment Received certificate from the Statutory Auditor.	As per RFP document.
50.	APPENDIX-I: Form-7: Proposed Methodology and Work Plan Page No. 108	Methodology and Work Plan (not more than three pages)	Please make this page limit for at least 10 pages.	Please refer to the addendum.
51.	Clause APPENDIX-I: Form-12 Curriculum Vitae (CV) of Key Personnel Page No. 117	Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Bidder firm along with the seal of the firm. Photocopies will not be considered for evaluation. The same format can be used for non-key personnel and support professional proposed by the bidder	Kindly allow only for the signature of the Authorised representative in the CV for this bid submission stage as due current COVID scenario it is difficult to get the original signature of the Experts. If successful during negotiation time CVs with original signature of the experts may be submitted.	Please refer reply to s.no.5
52.	Clause 1.8 Schedule of Selection Process Page No. 10	Proposal Due Date : 24.08.2020	We request to extend the Bid submission date and allow at least 21 working days from the date of Clarification/Corrigendum published by the Client.	Please refer to the addendum.
53.	2.1.4 Key Personnel Page 12 to 15	Team Leader cum Waste Water Expert • Graduation in Engineering and Post-graduation in Public Health/Civil/ Environmental Engineering or Equivalent	We request client to update the required qualification and experience as below: • Graduation in Engineering and/ Post-graduation in Public	As per RFP document.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
		<ul style="list-style-type: none"> Should have Sewage/Wastewater Technology expert with more than 12 years of overall experience, of which about 2 years of experience should be as a Team Leader or 3 years as Deputy Team Leader in similar projects. He should have undertaken planning, design, and supervision of construction/ Construction for at least 2 Eligible Assignment. 	<p>Health/Civil/ Environmental Engineering or Equivalent.</p> <ul style="list-style-type: none"> Should have Sewage/Wastewater Technology/ water technology expert with more than 12 years of overall experience, of which about 2 years of experience should be as a Team Leader or 3 years as Deputy Team Leader in similar projects. He should have undertaken planning, design, and supervision of construction/ Construction for at least 2 Eligible Assignment. <p>Kindly confirm</p>	
54.		<p>Senior Engineer (Civil)</p> <ul style="list-style-type: none"> Bachelor's Degree in Civil Engineering Should have more than 10 years of experience, of which about 5 years should be in sewage treatment plant works. He should have undertaken planning design and supervision of construction / Review and Monitoring of construction/ construction of at least 2 Eligible Assignments. For consideration of Eligible assignment for Senior Mechanical Engineer in accordance with Clause 3.1.4, projects will also include Water Treatment Plant of the capacity mentioned therein. 	<p>We understand that there is typo error and Senior Mechanical Engineer to be read as Senior Engineer (Civil) Kindly confirm.</p>	Please refer to the addendum.
55.		<p>O & M Engineer</p> <ul style="list-style-type: none"> Graduation in Engineering Must be a STP Operational Engineer with at least 10 years of overall experience in Municipal domestic wastewater treatment facilities of which at least 2 years in Operational & Management at STP. 	<p>We understand that for consideration of Eligible assignment for O & M Engineer in accordance with Clause 3.1.4, projects will also include Water Treatment Plant of the capacity mentioned therein.</p> <p>Kindly confirm</p>	Please refer to the addendum.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
		<ul style="list-style-type: none"> • He should have undertaken at least 2 Eligible Assignments. 		
56.		<p>Support Engineer (Civil)</p> <ul style="list-style-type: none"> • Diploma/ Graduate in Civil Engineering • For Graduate Engineers: Should have more than 5 years of experience, in sewage treatment plant works. • For Diploma Engineers: Should have more than 10 years of experience, in sewage treatment plant works. 	<p>We request client to update the required experience as below:</p> <ul style="list-style-type: none"> • For Graduate Engineers: Should have more than 5 years of experience, in sewage/ water treatment plant works. • For Diploma Engineers: Should have more than 10 years of experience, in sewage/ water treatment plant works. 	Please refer to the addendum.
57.	2.1.14.2 Page No. 16	Each bidder shall submit exclusive Key Personnel for the assignment against the positions of Team Leader cum Waste Water Expert and Senior Process Engineer.	We understand that no exclusive consent is required from other personnel's apart from Team leader and Senior Process Engineer. And thus that team can be repeated by multiple consultants. Please confirm.	Bidder understanding is correct.
58.	2.6 Page 20	Site visit and verification of information	We understand that during Transaction Advisory stage, site pictures / videos might have been captured as data base. Can we please request you to share us for better understanding of site features	Project Information Memorandum (PIM) of the STP project is appended at the end this document.
59.	2.14.2 Sr. No. (K) Page No. 25	No Key Personnel should have attained the age of 63 (Sixty-Three) years at the time of submitting the proposal	Considering vast experience of professionals, We request client to relax age limit of Key Personnel upto 68 (Sixty-Eight) years at the time of submitting the proposal having sound physical health	As per RFP document.
60.	2.20.4 Page no.29	In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or	Related to the Bid Security forfeiture, (e), we understand that this will be applicable only if the Agency fails to sign the contract in accordance with this RFP,	RFP provision is self-explanatory.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
			only for a reason attributable to the Consultant. Please confirm and amend the clause.	
61.	2.21.2 Page no. 29	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 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.	<ul style="list-style-type: none"> It is requested that the performance security requirement be removed from the RFP as conventional with similar projects funded by Govt. of India and Multilateral Funded Project Agencies. Alternatively: We suggest the performance security to be reduced to 2% of the contract amount. Alternatively, It may be considered to retain a percentage proportional amount from the Consultant's monthly payments and the same may be released upon the completion of the Consultancy Contract. 	Please refer to the addendum.
62.	2.26.2 Page 32	For substitutions against reasons other than mentioned above, a sum - upto 5% (Five per cent) of the remuneration specified for the original Key Personnel may be deducted from the payments due to the Project Engineer. In the case of a further substitutions hereunder, such deduction shall be up to 10% (Ten per cent) of the remuneration specified for the original Key Personnel for each substitution.	Considering the pandemic situation and reshuffling of experts in changing market, We request you to amend this clause to replace the expert with better education and experience in case of substitution and no financial deduction should occur.	As per RFP document.
63.	2 Page 45	Muzaffarnagar Augmentation of 32.50 MLD Waste Stabilization Pond to 65 MLD	Please confirm the technology while augmenting from 32.50 MLD to 65 MLD.	Please refer to the addendum.
64.	4.5 Page 48	If UP Jal Nigam/NMCG intends to replace the Project Engineer, the UP Jal Nigam/NMCG shall, not less than 42 days before the intended date of replacement, give notice to the Operator of the name, address and relevant experience of the intended replacement Project Engineer.	We request client to update the clause as follows: If UP Jal Nigam/NMCG intends to replace the Project Engineer, the UP Jal Nigam/NMCG shall, not less than 42 90 days before the intended date of	As per RFP document.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
			replacement, give notice to the Operator of the name, address and relevant experience of the intended replacement Project Engineer	
65.	6.6 Page 50	The Project Engineer shall inspect the Construction Works and the Project as and when necessary, and submit a report of such inspection (the "Inspection Report"),	We understand that construction supervision is not in scope of Project Engineer and only inspection shall be carried out once in a month or as necessary.	Supervision of construction as per the terms of reference is part of the assignment.
66.	6.22 Page 52	Project Engineer shall ensure that the Concessionaire shall meet the Guaranteed Interim Availability of the existing UP Jal Nigam Area STPs and associated infrastructure within 30 days from the Effective Date of the Concession Agreement.	We understand that Concessionaire is appointed by UP Jal Nigam/NMCG and thus this clause shall be accordingly modified.	Please refer to the addendum.
67.	6.23 Page 52	Project Engineer shall also ensure that the STP by-products and Treated Effluents discharged from the Existing Facilities meet the relevant Discharge Standards in accordance with the Clause 8.13 of the Concession Agreement	We understand that Waste water quality sampling is not in the scope of Project Engineer and project engineer can only recommend based on the reports provided by Concessionaire.	Bidders understanding is correct. However, project engineer may oversee the sampling done by the concessionaire.
68.	General	Review period for design and drawings submitted by Concessionaire	It is mentioned that Project engineer shall review the submittals by concessionaire within 10 days of receipt. We understand that it is to be reviewed within 10 working days.	10 calendar days.
69.	7.15 Page 54	The Project Engineer shall undertake sewage flow sampling, as and when required by the NMCG/ UP Jal Nigam, under and in accordance with the provisions of this agreement	We understand that sewage flow sampling is reimbursable component and shall be paid as on actuals by client.	Please refer to the addendum.
70.	12.4 Page 56	Upon completion of its assignment hereunder, the Project Engineer shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to the NMCG/ UP Jal Nigam or such other person as the NMCG/ UP JAL NIGAM may specify, and obtain written	We understand that project Engineer shall retain the drawings and documents received from the concessionaire and shall handover as it is to NMCG/ UP Jal nigam. Project Engineer shall in no way be responsible to convert the hard copy	Project Engineer may ensure collection and deposit of the designs and drawings in digital format from the concessionaire.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
		receipt thereof. Two copies of the said documents shall also be furnished in their editable digital format or in such other medium or manner as may be acceptable to the NMCG/UP Jal Nigam	drawings into digital format. Kindly confirm.	
71.	12.7 Page 56	The project Engineer shall develop & maintain a project website and with the approval of NMCG/UP Jal Nigam post from time to time, information (textual and Audio- Visual) on project progress on a continuous basis. On completion of services as per this RFP document, the website with all necessary technical information shall be handed over to UP Jal Nigam	We understand that Project Engineer shall only assist client in developing of website and all the costs related to website development, domain and annual maintenance charges are borne by client. Kindly Confirm.	During construction and operation, the Project Engineer shall bear all the costs till it is handed over to the client.
72.	13.4 Page 58	Proposed no. of Experts and mandays	We understand that this table gives cumulative no. of manmonths required for complete contract and no. of experts as stated in Clause 2.1.4 shall be the binding no. of experts and team leader, senior process engineer, safety expert shall be common for both the locations.	Bidder understanding is correct.
73.	2.7 Page 69	Definition of Force Majeure	Kindly include into the list of events COVID-19 like pandemic which could impact the working of the project activities due to resulting lockdowns and similar situations as per the advisory issued by Central Government. Suggested clause may be reviewed for consideration: <ul style="list-style-type: none"> The parties acknowledge that the situation concerning the Covid-19 virus and the uncertainty it creates may affect the fulfilment of the parties' obligations under this Contract. The consequences of the Covid-19 virus, as well as the consequences of the instructions and 	Please refer to the addendum.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
			<p>recommendations given and to be given by the government in this respect, or measures taken and to be taken by the government (hereinafter jointly referred to as: Government measures), have therefore not been taken into account in the offer. [unless otherwise indicated in the offer].</p> <ul style="list-style-type: none"> • The parties mutually declare that the consequences of the situation concerning the Covid-19 virus constitute a circumstance that cannot be attributed to the Consultant and that the Consultant is entitled to any necessary extension of the term and reimbursement of costs in respect of those consequences. The parties will continue to consult with each other as much as possible during the performance of the work and will inform each other of any disruptive and/or delaying circumstances with respect of the performance of the Contract and discuss the possible consequences thereof for the progress of the Contract. If the work has to be performed at an agreed location (hereinafter referred to as: Site) and this work does not take place at the Site, or does not take place on time or at all, due to or because of the Government measures, the Client and the Consultant shall identify the risks of visiting and/or carrying out the work at the Site, discuss the 	

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
			<p>possibilities and the Client shall ensure adequate safety measures prescribed by the government and/or the end customer and/or the Consultant pursuant to the Government measures.</p> <p>The Consultant may suspend and/or terminate the Contract in whole or in part and is not liable for any penalty and/or damage resulting from this if: a. The Government measures make further execution of the Contract wholly or partly impossible. b. the Consultant and/or the government qualifies the relevant Site or part thereof as a 'high risk area' because of the Covid-19 virus and/or the Government Measures</p>	
74.	Clause 6.3 Page 82	A Mobilisation Advance for an amount upto 10% (ten per cent) of the Agreement Value shall be paid to the Project Engineer on request and against a Bank Guarantee from a Scheduled Bank in India in an amount equal to such advance, such Bank Guarantee to remain effective until the advance payment has been fully set off as provided herein. The advance outstanding shall attract simple interest @ 10% (ten per cent) per annum and shall be adjusted in eight equal instalments from the first eight payments due and payable to the Project Engineer during construction period and the accrued interest shall be recovered from the ninth installment due and payable thereafter	We suggest to amend this clause to remove 10% interest and update bank interest so as for healthy cash flow of consultant and completion of services in a timely manner. Please confirm.	Please refer to the addendum.
75.	7.2 Page 84	Liquidated Damages for error/variation <ul style="list-style-type: none"> • In case any error or variation is detected in the reports submitted by the Project Engineer and such error or variation is the result of negligence 	<ul style="list-style-type: none"> • We understand that the amount of liquidated damages in any case shall not go beyond 10% of total contract value. Please confirm. 	As per RFP document.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
		<p>or lack of due diligence on the part of the Project Engineer, the consequential damages thereof shall be quantified by the NMCG in a reasonable manner and recovered from the Project Engineer by way of deemed liquidated damages, subject to a maximum of 20% (twenty per cent) of the Agreement Value.</p> <ul style="list-style-type: none"> In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Project Engineer, suitable extension of time shall be granted. 	<ul style="list-style-type: none"> We suggest to remove the said clause from the contract as in where project engineer is dependent over concessionaire for completion of work, project engineer shall not be penalised for weekly delays. 	
76.	Form 7 Page 108	Methodology and Work Plan (not more than three pages)	We understand that this page limit of 3 pages is only applicable for methodology and work plan is excluded from this limit. Also, we request to update this page limit to 5 so as to incorporate proper diagrams to make the methodology understandable.	Please refer to the addendum.
77.	General	Value Engineering	We understand that being HAM, the selected Operator shall bring in the proposed technology for getting the works executed under specified model. Please confirm how PE Consultant can contribute to Value engineering & Innovativeness in this framework	Project Engineer may contribute to Value Engineering and Innovativeness that is acceptable to the concessionaire within the cost of the project.
78.	1.8 Page 10	Last date & time for submission (upload) of online bidding document (Proposal Due Date or PDD)	The client is requested to allow a 3-week time from the date of uploading clarifications on the website for	Please refer to the addendum.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
			preparation and submission of quality proposal.	
79.	Submission of bid, Page no. 10	Last Date & Time for Online Receipt of Bids	Considering the scale of project, request for an extension of at least 3 weeks after receipt of response to pre-bid queries for the submission of the proposal.	Please refer to the addendum.
80.	Clause 2.1.4.2, Page no. 18	Each bidder shall submit exclusive Key Personnel for the assignment against the positions of Team Leader cum Waste Water Expert and Senior Process Engineer. The Key Personnel proposed for these positions shall not give consent to multiple bidders. If it is found that consent has been given to multiple bidders, the bid will be termed as non-responsive and the appropriate action will be taken against the erring Key Personnel.	We hereby request to relax the mentioned clause regarding non-responsiveness of proposal in case of multiple consent by an expert. Please consider.	As per RFP document.
81.	Clause 2.26.2	Substitution of Key Personnel Such substitution shall ordinarily be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the NMCG. For substitutions against reasons other than mentioned above, a sum - upto 5% (Five per cent) of the remuneration specified for the original Key Personnel may be deducted from the payments due to the Project Engineer. In the case of a further substitutions hereunder, such deduction shall be up to 10% (Ten per cent) of the remuneration specified for the original Key Personnel for each substitution	We hereby request to relax the mentioned clause regarding deduction of remuneration. Please consider.	As per RFP document.
82.	Clause 2.30, Page no. 33	Commencement of assignment	We hereby request to provide 30 days for start of services at the project site. Please consider.	As per RFP document.
83.	Clause 7.2, Page no. 83	Liquidated Damages	We request that the total liquidated damages indicated under Clause 7.2 be limited to 10% of the Consultancy	As per RFP document.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
			Contract value. Kindly consider and confirm.	
84.	Clause 2.2, Page no. 16	Conditions of Eligibility of Bidders	We understand that group credentials shall be considered for eligibility purpose. Please confirm.	Please refer to the note to the table in Annex-I, Form-8, page 109.
85.	Page 13; Clause 2.1.4.1 Table Sr. No. 3 Senior Engineer (Civil)	For consideration of Eligible assignment for Senior Mechanical Engineer in accordance with Clause 3.1.4, projects will also include Water Treatment Plant of the capacity mentioned therein.	We understand that there is a typo error of writing Mechanical Engineer instead of Civil Engineer; For consideration of Eligible assignment for Senior Civil Engineer in accordance with Clause 3.1.4, projects will also include Water Treatment Plant of the capacity mentioned therein.	Please refer to the addendum.
86.	Page 34, Clause 3.1.3, 4.i	Scoring criteria for Team Leader cum Waste Water Expert; Number of Eligible Assignments: 80 points Up to 2 assignments: 25 3-5 assignments: 40 More than 8: 80	Scoring marks are not defined for the range from 6 Nos. to 8 Nos. of Eligible Assignments, further we request to please update as below; Number of Eligible Assignments: 80 points Up to 2 assignments: 25 3-5 assignments: 40 6-8 assignments: 60 More than 8: 80	Please refer to the addendum.
87.	Page. 36. Clause 3.1.4 Eligible Assignments	Eligible Technical Consultancy Assignments: For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, Project Management Consultancy (PMC)/Detailed Design/ Design Engineering construction supervision consultancy /Owner's Engineer/ consultancy assignments for the following projects shall be deemed as eligible assignments (the "Eligible Technical Assignments"):	Eligible Technical Consultancy Assignments: For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, Project Management Consultancy (PMC)/Detailed Design/ Design Engineering construction supervision consultancy /Owner's Engineer/ Detailed	Preparation of only DPR is not an eligible assignment as it is neither equivalent to construction supervision nor detailed engineering design good for construction.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
		Sewerage Schemes or Sewerage Systems that includes at least one 25 MLD Sewage Treatment Plant (STP)/Effluent Treatment Plant/Common Effluent Treatment Plant.	Project Report along with tender documents, bid evaluation and proof checking consultancy assignments for the following projects shall be deemed as eligible assignments (the “Eligible Technical Assignments”): Sewerage Schemes or Sewerage Systems that includes at least one 25 MLD Sewage Treatment Plant (STP)/Effluent Treatment Plant/Common Effluent Treatment Plant.	
88.	Page 69, Clause 2.7.1 (a) Force Majeure	-	We request to please consider the Pandemic/Epidemic in circumstances of Force Majeure	Please refer to the addendum.
89.	Page 10, Clause 1.8 Schedule of Selection Process	Last date & time for submission (upload) of online bidding document (Proposal Due Date or PDD) is 24th Aug 2020 from 12:00 Hrs.	We request you to kindly allow minimum four (4) weeks after the publication of pre-bid replies to prepare the quality and comprehensive bid for the submission.	Please refer to the addendum.
90.	Page 11, Clause 1.9	Contact Details of Uttar Pradesh Jal Nigam; Office of The General Manager, Construction Unit, Up Jal Nigam, Subhash Nagar, Saharanpur, Uttar Pradesh Tel: +91 131 2601 666 Email: urbanworksunitmzn@gmail.com	We understand that, Project Engineer shall report to “Office of The General Manager, Construction Unit, Up Jal Nigam, Subhash Nagar, Saharanpur, Uttar Pradesh ” for both packages i.e. Muzaffarnagar-Budhana and Moradabad during the Contract Period.	Yes.
91.	Clause 2.1.4 : Key Personnel Page no. 12-1	Safety Expert: Must be a licensed or registered Safety Engineer in the field of infrastructure works with more than 7 years of overall experience.	Please consider an expert with additional qualification in safety field like “ PG Diploma in Fire Engineering and Industrial Safety Management ” as equivalent to licensed or registered Safety Engineer . Please allow and confirm.	Please refer to the addendum.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
92.	APPENDIX-I: Form-8 Abstract of Eligible Assignments of the Bidder\$ (Refer Clause 3.1.4) Page no. 109	The Bidder should provide details of only those projects that have been undertaken by it under its own name or by its associate. If the project has been undertaken by the associate, a certificate for associate relationship shall be submitted in the format prescribed in form no 14 Appendix I. \$\$ Exchange rate for conversion of US \$ shall be as per Clause 1.7.1. <u>Read With</u> 1.7.1 For the purposes of technical evaluation of Bidders, [Rs. 75 (Rupees Seventy-Five)] per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate.	We have to make a submission for this Form-8 that for the earlier packages of NMCG, we have already collected this Form 8 with exchange rate as Rs 64 (Rupees Sixty Four) per US\$ from our principal Fichtner Group, Germany for the eligible projects in the column of Form-8 "Payment of Professional Fees Received by the Bidder" Now, due to COVID-19 scenario, vacation time and other issues in Europe, we may not be able to get a new certificate (Form-8) with New Exchange rate (Rupees 75) within the timeline of this tender. As all eligible projects are same as per this current tender, please allow us to use the earlier certificate. We may submit an undertaking in this regard from Fichtner India by the Authorised Representative and in that will provide the same information of eligible projects with new exchange rate of Rupees 75. Kindly confirm.	Bidder may make his own assessment.
93.	APPENDIX – I Form-14 Page No. 119	Certificate for Associate from Statutory Auditor.	Here also we are requesting to allow us to use the old certificate with an undertaking on the current date from Fichtner India by the Authorised Representative. Kindly confirm.	As per RFP document.
94.	Clause 2.1.4 : Key Personnel Page no. 12-13	Team Leader cum Waste Water Expert: Minimum educational qualification and Discipline: Graduation in Engineering and Post-graduation in Public Health/Civil/ Environmental Engineering or Equivalent Qualification and Expertise required: Should have Sewage/Waste Water Technology	Here as per our understanding if someone is having more than 12 years of Experience after BE (not after post graduation) and have completed Post Graduation in between any time, he will qualify.	RFP document is self-explanatory.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
		<p>expert with more than 12 years of overall experience, of which about 2 years of experience should be as a Team Leader or 3 years as Deputy Team Leader in similar projects.</p> <p>He should have undertaken planning, design, and supervision of construction/ Construction for at least 2 Eligible Assignment</p>	Please confirm.	
95.	2. Conditions of Eligibility of Bidders, 2.2.2 (b) Financial capabilities: , Pg. No. 17	The Bidder shall have received a minimum revenue of Rs.10 (Ten) crore or US \$ 5 (Five) million per annum from professional fees during Financial Year 2016-17, 2017-18 and 2018-19. For the avoidance of doubt, professional fees hereunder refers to fees received by the Bidder for providing advisory or consultancy services (excluding Audit, Accounting, Taxation and Information Technology) to its clients for project development services/preparation of Detailed Project Reports (DPRs), Technical Feasibility Studies, Project Management Consultancy services, Third Party/Independent Engineer/Owners Engineer Services, Technical Audit services, Assessment of existing assets etc. for infrastructure projects.	<p>In order to bring a competent and experienced consultant, it is suggested that the criteria may be amended as below:</p> <p>Consultant should have minimum average annual turnover of Rs.100 Crore in last 3 financial years viz 2016-17, 2017-18 & 2018-19.</p>	As per RFP document. It is clarified that bidders have to submit income received from professional fee as per Clause 2.2.2 (b) and not the turnover for the period.
96.	2.21 Performance Security, Page No. 29	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 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.	The value of the performance security deposit is a bit on the higher side, so we request you to reduce it to 5% of the total consultancy fee.	Please refer to the addendum.
97.	2.26 Substitution of Key Personnel, Page No. 32	The NMCG expects all the Key Personnel to be available during implementation of the Agreement. The NMCG will not consider substitution of Key Personnel except for reasons not attributable to the Project Engineer such as any incapacity, resignation or due to health. Such substitution shall ordinarily be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the	<p>Looking at the fierce competition between companies these days, it's very difficult to retain the resources.</p> <p>Even the multilateral funding agencies like ADB, World Bank, JICA, IDA also allow the replacement of experts with equal and better qualification.</p> <p>Hence, we request you to remove this</p>	As per RFP document.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
		<p>NMCG. For substitutions against reasons other than mentioned above, a sum - upto 5% (Five per cent) of the remuneration specified for the original Key Personnel may be deducted from the payments due to the Project Engineer. In the case of a further substitutions hereunder, such deduction shall be up to 10% (Ten per cent) of the remuneration specified for the original Key Personnel for each substitution.</p>	<p>clause. However, we will ensure that we replace the personnel with an equal and better CV.</p>	
98.	2.30 Commencement of assignment, Page no. 33	<p>The Project Engineer shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed. If the Project Engineer fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the NMCG may invite the second ranked Bidder for negotiations. In such an event, the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.</p>	<p>We request to revise clause: The Project Engineer shall commence the Services at the Project site within 30 (Thirty) days of the date of the Agreement, or such other date as may be mutually agreed. If the Project Engineer fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the NMCG may invite the second ranked Bidder for negotiations. In such an event, the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.</p>	As per RFP document.
99.	10. Assistance in Dispute resolution, Page no. 55	<p>10.1 When called upon by either Party in the event of any Dispute, the Project Engineer shall mediate and assist the Parties in arriving at an amicable settlement.</p> <p>10.2 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Concession Agreement, the Project Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.</p>	<p>We would like to inform you that in RFP document Legal Expert position is not mentioned and whereas the consultant scope of work requires to provide assistance in dispute resolution.</p> <p>We suggest adding position of Legal Expert / Contract Management Expert for 12 months.</p>	As per RFP document.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
100.	12.7, Miscellaneous, Page No. 56	The project Engineer shall develop & maintain a project website and with the approval of NMCG/UP Jal Nigam post from time to time, information (textual and Audio- Visual) on project progress on a continuous basis. On completion of services as per this RFP document, the website with all necessary technical information shall be handed over to UP Jal Nigam.	We suggest adding position of IT Expert for 36 months.	The project engineer may hire the required services instead of having a dedicated personnel.
101.	Schedule-I, TOR, Page No. 44-56	EHS Expert & PPP cum Finance Expert	We have gone through the TOR and as per our previous experience, we suggest adding following Key Expert list: 1. Sr. Safety Expert – 12 months 2. Finance cum PPP Expert – 6 months	As per RFP document.
102.	13. Time and Payment Schedule, Page No. 57	Payment Schedule	We request to pay at least 80% payment on monthly basis instead of 54%.	As per RFP document.
103.	13. Time and Payment Schedule, Page No. 57	Time Schedule	We assume that Development Phase of 6 months is an additional period followed by construction supervision (24/36months) and O&M (12/24 months). Pl. clarify ?	Development period is prior to the start of construction period.
104.	7.2.1 Liquidated Damages, Page no. 84	Liquidated Damages for error/variation In case any error or variation is detected in the reports submitted by the Project Engineer and such error or variation is the result of negligence or lack of due diligence on the part of the Project Engineer, the consequential damages thereof shall be quantified by the NMCG in a reasonable manner and recovered from the Project Engineer by way of deemed liquidated damages, subject to a maximum of 20% (twenty per cent) of the Agreement Value.	In general, Indian bidding practice, the maximum limit of liquidity damage for error/variation & damage delay is not more than 5% of the agreement value. We suggest revising the liquidity damage penalty for error/variation & damage for delay in total shall not be more 5% of the agreement value.	As per RFP document.
105.	7.2.2 Liquidated	Liquidated Damages for delay		Please refer to the addendum.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
	Damages, Page no. 84	In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Project Engineer, suitable extension of time shall be granted.		
106.	Proposal due date, Page No. 10	Bid Submission end date & time 24th Aug 2020 from 12:00 Hrs	We request you to please provide extension for at least 15 days after the pre-bid replies	Please refer to the addendum.
107.	-	-	Considering the bid capacity and limited number of resources available with consultants, may we please request NMCG to add a clause as follow: “Consultants who are working with NMCG on two or more similar type of projects are not-eligible to bid on this project considering the limited no. of resources available with consultants and capacity of bidder to work on such assignments. “	Please refer to the addendum.