

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

F.No: Pc-11011/2/2021-NMCG (Tender ID: 2021_NMFCG_635578_1)

Dated: 19th July 2021

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 Mirzapur & Ghazipur, State of Uttar Pradesh under Hybrid Annuity Based PPP Mode

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
1.	General	Joint venture partner	We understand that registration in India for a JV partner is not compulsory. Please confirm.	Bidder understanding is correct.
2.	General	Company Incorporation	As we understand during pre-bid meeting that the Single Bidder/JV Lead/JV partner can be registered/incorporated as per relevant law of the any particular country. Kindly Confirm?	Yes
3.	Key Expert Clause No. 2.1.4.1 of Key Personnel of Instructions to bidder Sr. no 7 Page no. 14	Senior Structural Engineer – Post Graduation in structural Engineering	Since the position of structure engineer require specific expertise and knowledge in the field of civil structures, we request you to kindly modify the existing requirement as Senior Structural Engineer – M.E. / M.Tech in Civil Engineering with major in Structure Engineer	Such qualification will be considered if bidder can submit necessary evidence to substantiated the claim.
4.	Key Expert Clause No. 2.1.4.1 of Key Personnel of Instructions to bidder	O&M Expert – Graduation in Engineering 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	Since there are not too many STP projects of this kind executed in India, and there are very few expert's/ Graduate engineers in India having specific experience of STP O&M, for better competition. Also as allowed for various other positions	Please refer to Addendum no.1

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	Sr. no 8 Page no. 15	at STP. He should have undertaken at least 1 Eligible Assignment.”	too (e.g. Senior Engineers, support engineers) kindly allow experience in WTPs too. We request you to kindly modify the clause as- O&M Expert – Graduation in Engineering/ M.Sc. Environment Management, equivalent with at least 2 years O&M experience in STPs/ WTPs	
5.			Please consider Water Treatment Plant (WTP) project experience as well for the said position. Kindly confirm.	As per RFP document
6.	Key Expert Clause No. 2.1.4.1 of Key Personnel of Instructions to bidder Non key experts	General Query	As the project scope and duration is extensive with elaborative deliverables also as per the Scope of work the responsibility of Project engineer will be to maintain all the documents and manuals related to the project, we request you to kindly include full time position for MIS Expert/Documentation Expert	As per RFP document
7.	Clause 2.1.4.2, 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. 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 nonresponsiveness of proposal in case of multiple consent by an expert. Please consider.	As per RFP document
8.	Clause 2.1.4.2 Page 16		We request you to kindly allow TL cum WW Expert & Senior Process Engineer to also give CVs for multiple firms. Kindly consider. It may be difficult for the firms to	As per RFP document

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
			confirm if the expert has given CVs to multiple firms or not.	
9.	Clause 2.1.4 Point no. 5 and 6 # Page 14	Key Expert i.e. Senior Engineer (Electrical) and Senior Engineer (Instrumentation)	In water supply and waste water projects, specific/ limited requirement 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 to Senior Engineer (Electrical and Instrumentation) then good and stable engineers may be deputed for this project.	As per RFP document
10.	Sub clause no 2.2.2 in clause 2.2 Conditions of Eligibility of Bidders Refer Page no.: 17	However ongoing projects will be considered for evaluation only if the Bidder has received 80% of the professional fees /assignment value for the project.	Kindly confirm this clause is applicable for the professional fees / assignment value for the project during the construction period, while the O&M part is relatively very low and it necessitates only deputation of limited man power.	RFP document is self-explanatory.
11.	Clause 2.1.1 Page no. 12	If the Bidder is a consortium/joint venture the combined Technical and Financial capacity of all members shall be considered for determining the eligibility of the Bidder as per clause 2.2.2 of the RFP document	Please clarify whether the JV members can jointly fulfill the Eligibility and Marking criteria Or whether the Lead partner credentials shall only be considered?	Please refer to Clause 2.1.1 for definition of the bidder.
12.	Clause 2.1.1 Page no. 12	If the Bidder is a consortium/joint venture the combined Technical and Financial capacity of all members shall be considered for determining the eligibility of the Bidder as per clause 2.2.2 of the RFP document.	Kindly allow below mentioned clause; In case of Wholly owned subsidiary of the foreign company registered in India is eligible to quote based on the Technical and Financial credentials of its Group Company/Parent Company/Sister Company.	Yes, subject to submission of certificate of associate and compliance to Clause 2.2.5 and 2.2.6 of the RFP document.
13.	Clause 2.2, Page no. 16	Conditions of Eligibility of Bidders	We understand that group credentials shall be considered for eligibility purpose. Please confirm.	Yes, subject to submission of certificate of associate and compliance to Clause 2.2.5 and 2.2.6 of the RFP document.

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14.	2. Instructions To Bidders, Clause No.2.2.2, Page no. 17	<p>“2.2.2 Conditions of Eligibility of Bidders</p> <p>(B) 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 2017-18, 2018-19 and 2019-20.</p>	<p>We request you to revise and update the criteria for Financial Capacity as following;</p> <p>The Bidder shall have received a minimum revenue of Rs.100 (Hundred) Crore or US \$ 13.3 million per annum from professional fees during Financial Year 2017-18, 2018-19 and 2019-20.</p> <p>Please consider.</p>	As per RFP document
15.	Qualification and Expertise Required Safety Expert, Page no. 15	<p>Must be a licensed/registered Safety Engineer or with a Post Graduate Diploma in Fire Engineering and Industrial Safety Management.</p> <p>The personnel shall have more than 7 years of overall experience in the field of infrastructure/industrial safety. He should have undertaken at least 2 Infrastructure/Industrial Projects in the capacity of Safety Expert.</p>	<p>We hereby request to revise the clause as per requirements of earlier PE RFP as below:</p> <p>“Must be a licensed or registered Safety Engineer in the field of infrastructure works with more than 7 years of overall experience.</p> <p>He should have undertaken at least 2 Infrastructure Projects in the capacity of Safety Expert”</p>	As per RFP document
16.	2. Instructions to Bidders, Clause No.2.14.2 (d), Page no.25	<p>“CVs of both key Personnel and non-key personnel have been included.”</p>	<p>As CVs of Non-key personnel shall not be evaluated during evaluation of proposal, we request you to consider submission of CVs of non-key experts on award of consultancy. Please confirm.</p>	As per RFP document
17.	2. Instructions to Bidders, Clause No.2.14.2 (g), Page no.25	<p>“the CVs have been recently signed and dated by the respective Personnel and countersigned by the Bidder. Unsigned / countersigned CVs shall be rejected;</p>	<p>Please consider the signing of Curriculum Vitae (CV) by the <u>authorized Representative of the Consultant only</u> at this RFP stage and shall submit the duly signed CV of Experts on award of this Consultancy assignment. Kindly confirm.</p>	<p>As per RFP document</p> <p>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.</p>

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18.	Point (k) Page 25	no Key Personnel should have attained the age of 63 (Sixty-Three) years at the time of submitting the proposal; and	The Client is requested to kindly revise the age to 65 years. Kindly confirm	As per RFP document
19.	2. Instructions to Bidders, Clause No.2.16.7, Page no.27	“2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment and discharge of all obligations of the Consultant under the Agreement.”	We request for Price Adjustment for every 12 months as per RBI indices. Please confirm.	As per RFP document. The Bidders may make their own assessment as per prevailing market/Economic conditions.
20.	2 ITB, 2.26.2 # Page 31	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
21.	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	We hereby request to relax the mentioned clause regarding deduction of remuneration. Please consider.	As per RFP document

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		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. However, NMCG reserve the right to waive off the deduction in fee on the basis of merits of the case.		
22.	2.26 Substitution of Key Personnel Sub clause 2.26.2 Page 31 And Schedule 2 Clause 4.4 Page no. 80	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.....For substitutions against reasons other than mentioned above, a sum - up to 5%.....In the case of a further substitutions hereunder, such deduction shall be up to 10% (Ten per cent) of the remuneration	Due to Covid 19 Pandemic and subsequent covid waves experienced across the globe, it is beyond the control of consultant to retain / avoid replacement if any experts want to leave the assignment due to COVID related reasons , in consideration of this we request you to kindly include replacement of personnel due to COVID 19 / CoVID related issues as one of the acceptable reason for substitution without any penalty/deduction inn remuneration of key personnel.	As per RFP document
23.	2. INSTRUCTIONS TO BIDDERS, Clause No.2.30, Page no.32	“Commencement of assignment: The Consultant 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.”	Considering the uncertain Pandemic (COVID-19) situation, we request to revise clause as: “The Consultant shall commence the Services at the Project site within 15 (Fifteen) days of the date of the Agreement...” Please confirm.	As per RFP document
24.	Clause 2.30 Page 32	Commencement of Assignment The Project Engineer shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement	The Client is requested to allow adequate time for commencement of services. It is requested that the Project Engineer be allowed to commence the Services at the Project site within 30 (Thirty) days of the	As per RFP document

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
			date of the Agreement	
25.	Clause 2.30 Page no. 32	Commencement of assignment	We hereby request to provide 30 days for start of services at the project site. Please consider.	As per RFP document
26.	2.30 Commencement of assignment Page 32	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.	Due to travel and various other restrictions on travel because of COVID 19 Pandemic, it would be logistically difficult for the consultant to deploy the experts and commence the services within 07 days of signing of agreement, we request you to kindly increase the time period of starting the services within 30 days of signing of agreement Kindly consider	As per RFP document
27.	Clause 3.1.3 # Page 33 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 understand that CVs of Non Key Experts need not be submitted at this stage in the proposal. The same need to be submitted during contract negotiation stage. Request you to kindly confirm the same.	As per RFP document
28.	3.1.4 Eligible Assignments, Page no. 33	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	We hereby request to consider WTP projects as eligible technical consultancy assignments.	As per RFP document

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
		<p>assignments (the "Eligible Technical Assignments"):</p> <p>(i) Sewerage Schemes or Sewerage Systems that includes at least one 25 MLD Sewage Treatment Plant (STP)/Effluent Treatment Plant/Common Effluent Treatment Plant. Experience in PPP projects: Every Eligible Technical Assignments undertaken by the Applicant in project management consultancy/advisory/design engineering/Owner's Engineer/ consultancy assignments in Sewerage Schemes or Sewerage Systems including Sewage Treatment Plants undertaken through any form of Public Private Partnership (PPP) mode will be counted as 2(two) for evaluation under clause 3.1.3.</p>		
29.	3 - Criteria for Evaluation, 3.1.4 Eligible Assignments, Page 33 -35	<p>"Eligible Technical Consultancy Assignments: For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, Project Management Consultancy (PMC).....for the following projects shall be deemed as eligible assignmentsExperience in PPP projects:..... will be counted as 2(two) for evaluation under clause 3.1.3."</p>	<p>We understand from this clause that same Eligible Technical Consultancy Assignment will be counted twice i.e. as 2 (two) in number under relevant experience of key personnel as well, if it is undertaken through any form of PPP Mode. Please Clarify.</p>	<p>Bidder understanding is correct.</p>
30.	Clause 3.1.3 / Table Sr. No.4(i) Page 33		<p>Kindly reduce eligible assignments for maximum marks from more than 8 to more than 5. Kindly consider.</p>	<p>As per RFP document</p>
31.	Sub Clause no. 3.4.4 in Clause no. 3.4 Combined	<p>A bidder who has been awarded with three or more Project Engineer assignments from NMCG, shall not be eligible to submit the</p>	<p>Kindly confirm whether the completed projects need not be included in the number of assignments and will be acceptable as</p>	<p>As per RFP Document.</p>

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
	and final evaluation Refer Page no.: 36	bids for this assignment. This includes the projects for which the bidder has been identified as "Selected Bidder" as defined in Clause 1.6 of the RFP document for that project.	defined in clause 2.2.2 that i.e if the Bidder has received 80% of the professional fees / assignment value for the project during the construction period for the projects already awarded by NMCG as Project Engineer.	
32.	Clause 2 Page 44	Terms of Reference Scope of the Project	Kindly confirm if the Financial closure has already been achieved by the concessionaire and what is the present status of the project.	<u>Mirzapur & Ghazipur STP HAM Project</u> Concession agreement executed on 24.06.2021. Financial Closure is in process.
33.	Schedule 1 - Terms of Reference (TOR) for Project Engineer, 1. Objective of the Project, Point a, Page 44	To ensure effective development of Sewage Treatment Plants (STPs) & associated Infrastructure and operation and maintenance of all assets for 15 years in Mirzapur & Ghazipur, Uttar Pradesh, under Hybrid Annuity based PPP mode, by the selected concessionaire in a time bound manner	Please confirm whether concessionaire has been selected for the works. In case there are delays due to non-appointment of Concessionaire, the contract period for the present assignment shall be extended at a mutually agreed annual price escalation.	The work has already been awarded.
34.	Schedule 1 - Terms of Reference (TOR) for Project Engineer, 4. Role and Functions, 4.1 - Point (vii), Page 47.	To Assist UPJN for getting Statutory permissions	We presume that the Land parcels required for facilities and environmental and social safeguards for the project is already under possession. In case there are delays due to these reasons which are non-attributable to the consultant, the contract period for the present assignment shall be extended at a mutually agreed annual price escalation.	Land parcels are available with concerned agencies.
35.	Schedule 1 - Terms of Reference (TOR) for Project	The detailed scope of work of the Project Engineer during various stages of the project, to be read in conjunction with the provisions of the Concession Agreement, is	Paragraph 4-12 is missing from the TOR. Please Clarify.	Please refer to Addendum No.1.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
	Engineer, 4. Role and Functions Point 4.4, Page 48.	outlined in Paragraphs 4-12 of the TOR.		
36.	Schedule 1 - Terms of Reference (TOR) for Project Engineer, 4. Role and Functions, Page 46 and 55.	10. Assistance in Dispute resolution	Project Engineer's role under this clause shall only be limited to inputs on technical grounds. Please confirm.	Yes
37.	Schedule 1 - Terms of Reference (TOR) for Project Engineer, 13. Time and Payment Schedule, Clause 13.1, Page 56. & Schedule 1 - Terms of Reference (TOR) for Project Engineer, 13. Time and Payment Schedule, Clause 13.2, Page 56	<p>“The total duration for the assignment shall be 3 years (2 years of construction and 1-year operation for STP) Draft Reports.”</p> <p>&</p> <p>Development Period [Before Effective Date of the project procurement]</p> <p>The development period in this project is expected to be maximum six months from the signing of the concession agreement by the Concessionaire, although, this period might increase/decrease depending on project specific situations.</p>	Please confirm whether the total duration of 3 years for the assignment is inclusive of the development period of six (6) months.	Please refer to Addendum No.1.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response																																								
38.	Clause 13.2 Page 56	Time and Payment Schedule A maximum of 6% of the value of contract payable during the construction period will be paid to the Project Engineer during the development period irrespective of the time taken.	The Client is requested to kindly increase the percentage to a <u>maximum of 10%</u> to keep the cash flow healthy if the effective date gets delayed. Please confirm	As per RFP document.																																								
39.	Sub clause 13.2 (B) in clause no. 13. Time and Payment Schedule Refer Page no.: 56	B. During construction period [From the date of Effective Date of the project procurement] <table border="1"> <thead> <tr> <th>S.No</th> <th>Particulars</th> <th>% of fee paid</th> <th>Cumulative %</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Certification for the achievement of first construction milestone by the Concessionaire</td> <td>5%</td> <td>5%</td> </tr> <tr> <td>2</td> <td>Certification for the achievement of second construction milestone by the Concessionaire</td> <td>5%</td> <td>10%</td> </tr> <tr> <td>3</td> <td>Certification for the achievement of third construction milestone by the Concessionaire</td> <td>5%</td> <td>15%</td> </tr> <tr> <td>4</td> <td>Certification for the achievement of fourth construction milestone by the Concessionaire</td> <td>5%</td> <td>20%</td> </tr> <tr> <td>5</td> <td>Certification for the achievement of fifth construction milestone by the Concessionaire</td> <td>5%</td> <td>25%</td> </tr> <tr> <td>6</td> <td>Certification for the achievement of sixth construction milestone by the Concessionaire</td> <td>5%</td> <td>30%</td> </tr> <tr> <td>7</td> <td>Certification for the achievement of seventh construction milestone by the Concessionaire</td> <td>5%</td> <td>35%</td> </tr> <tr> <td>8</td> <td>Certification for the achievement of Eighth construction milestone by the Concessionaire</td> <td>5%</td> <td>40%</td> </tr> <tr> <td>9</td> <td>Monthly Payment in accordance with the deployment of Key Personnel. (*Please see the note below)</td> <td>54%</td> <td>94%</td> </tr> </tbody> </table>	S.No	Particulars	% of fee paid	Cumulative %	1	Certification for the achievement of first construction milestone by the Concessionaire	5%	5%	2	Certification for the achievement of second construction milestone by the Concessionaire	5%	10%	3	Certification for the achievement of third construction milestone by the Concessionaire	5%	15%	4	Certification for the achievement of fourth construction milestone by the Concessionaire	5%	20%	5	Certification for the achievement of fifth construction milestone by the Concessionaire	5%	25%	6	Certification for the achievement of sixth construction milestone by the Concessionaire	5%	30%	7	Certification for the achievement of seventh construction milestone by the Concessionaire	5%	35%	8	Certification for the achievement of Eighth construction milestone by the Concessionaire	5%	40%	9	Monthly Payment in accordance with the deployment of Key Personnel. (*Please see the note below)	54%	94%	We understand that there is no link between the milestone for Mirzapur & milestone for Ghazipur while issuing the certificate by the project Engineer to the concessionaire. For example, Mirzapur milestone completion certificate will be issued upon the completion of the works related to facilities even though the required progress not achieved in Ghazipur facilities & vice versa. Whereas there is no such breakup available in the payment milestone for the project Engineer. Kindly clarify how the payment will be realised to the consultant in such situation.	Please refer to the Addendum No.1
S.No	Particulars	% of fee paid	Cumulative %																																									
1	Certification for the achievement of first construction milestone by the Concessionaire	5%	5%																																									
2	Certification for the achievement of second construction milestone by the Concessionaire	5%	10%																																									
3	Certification for the achievement of third construction milestone by the Concessionaire	5%	15%																																									
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40.	Schedule 1 - Terms of Reference (TOR) for Project Engineer, 13. Time and Payment	B. During Construction Period - Particulars: Certification for the achievement of ----- construction milestone by the Concessionaire	The particulars under the Table mentions about certification for achievement of 1 st , 2 nd , 3 rd8 th construction milestones. Please define these construction milestones.	Please refer to Addendum No.1.																																								

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
	Schedule, Clause 13.2, Page 56			
41.	Clause 13.2 A, B and C # Page 56-58	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.
42.	Clause 13.4 # Page 58	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.
43.	Schedule 1 - Terms of Reference (TOR)	13.4 Expected man-days for each both key and non-key personnel as required in the Clause 2.1.4 of the RFP document	Should we consider all these defined Man-days to quote?	As per RFP document.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
	for Project Engineer, 13. Time and Payment Schedule, Clause 13.4, Page 58			
44.	<p>Schedule 1 - Terms of Reference (TOR) for Project Engineer, 17. Completion of services, Page 59</p> <p>AND</p> <p>Schedule 2 - Agreement for Project engineer services, 2.4 Expiry of Agreement, Page 69</p>	<p>The Consultancy shall stand completed on acceptance by UPJN of all the Deliverables of the Project Engineer. Unless completed earlier, the Services shall be deemed completed and finally accepted by UPJN and the final Deliverable shall be deemed approved by UPJN as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless UPJN, within such 60 (sixty) day period, gives written notice to the Project Engineer specifying in detail, the deficiencies in the Services.</p> <p>AND</p> <p>“Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, 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.”</p>	There is discrepancy in number of days at two places. Please clarify.	Please refer to the Addendum No.1

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
45.	Schedule 1 - Terms of Reference (TOR) for Project Engineer, 17. Completion of services, Page 59	The Consultancy shall in any case be deemed to be completed upon expiry of 5 (five) years from the Effective Date, unless extended by mutual consent of the UPJN and the Project Engineer.	The contract period of 5 years of present assignment shall be extended at a mutually agreed annual price escalation. Please confirm.	The project duration is 3 years and 6 months. 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.
46.	Schedule 1, 17 Completion of Services, # Page 59	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 Bihar Urban Infrastructure Development Corporation (UPJN) 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.
47.	SCHEDULE-2: Agreement for Project Engineer Services, 3.4. Liability of the Project Engineer, Sub-Clause 3.4.4, Page no.77	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 Services subject, however, to a limit equal to the Agreement Value.	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.
48.	Clause 4.2.2 Page 79	If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the UPJN/NMCG and the Project Engineer, provided that any such increase shall not,	The Client is requested to kindly confirm: Increase in Agreement value may be envisaged, if the Concessionaire works are extended and accepted by NMCG and Execution Agency.	RFP document is self-explanatory.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
		except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.		
49.	SCHEDULE-2: Agreement for Project Engineer 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.
50.	SCHEDULE-2: Agreement for Project Engineer Services, Clause No.4.5, Page no.80	4.5 Working hours, overtime, leave, etc.	Please provide the working days in a month to be considered for payment and also working hours per day.	The assignment is deliverable based and bidder may make their own assessment.
51.	SCHEDULE-2: Agreement for Project Engineer Services, Clause No.6.3, Page no.82	6.3 Mode of billing and payment Billing and payments in respect of the Services shall be made as follows: - “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 at the rate of SBI	We request you to consider interest free mobilization advance payment.	As per RFP document.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
		MCLR (yearly) per annum at the time of recovery and shall be adjusted in eight equal instalments from the first eight monthly/milestone 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.”		
52.	Clause 7.2, Page no. 84	Liquidated Damages	We request that the total liquidated damages indicated under Clause 7.2 be limited to 10% of the Consultancy Contract value. Kindly consider and confirm.	As per RFP document.
53.	Schedule 2 Clause 7.2 Liquidated Damages Sub clause – 7.2.1 and 7.2.2 Page no. 84	7.1.1 Liquidated Damages for error/variation In case any error or variation is detected..... by way of deemed liquidated damages, subject to a maximum of 20% (twenty per cent) of the Agreement Value. 7.2.2 Liquidated Damages for delay In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.1% (zero point one per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value	As per the current market conditions, tough competition with very narrow margin of operation, the current LD penalty limits of 20% / 10% seems on higher side and if imposed will hamper the cash flow of the consultant which will ultimately have impact on the timely and smooth completion of the project. As the consultant/ engineer is already depositing unconditional performance security of 3% of contract value, we request you to kindly limit the LD penalty under both sub clauses to maximum of 5% of the contract value. Kindly consider	As per RFP document.
54.	SCHEDULE-2: Agreement for Project Engineer Services, Clause No.7.2.1, Page	“7.2 Liquidated Damages 7.2.1 Liquidated Damages for error/variation In case any error or variation is detected in the reports submitted by the Project	We request that the limit for Liquidated Damages for error/variation to a maximum of 5% (Five percent) of the Agreement Value.	As per RFP document.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
	no. 84	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.”		
55.	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.
56.	SCHEDULE-2: Agreement for Project Engineer Services, Clause No.7.2.2, Page no.84	“7.2 Liquidated Damages 7.2.2 Liquidated Damages for delay In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.1% (zero point one 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	We request you to consider as: Liquidated Damages for delay: In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.1% (zero point one per cent) of the Agreement Value per week.	As per RFP document.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
		beyond the control of the Project Engineer, suitable extension of time shall be granted.”		
57.	APPENDIX-I: TECHNICAL PROPOSAL, Form-7, Proposed Methodology and Work Plan, Page no.109	2. Methodology and Work Plan (not more than five pages)	We request to limit the pages for Methodology and Work Plan up to 15 pages which will enable to cover the approach, precise methodology, project organization chart and work plan for the project.	As per RFP document.
58.	APPENDIX-I: TECHNICAL PROPOSAL, Form-12, Curriculum Vitae (CV) of Key Personnel, Page no.115	APPENDIX-I Form-12 Curriculum Vitae (CV) of Key Personnel	Is there any page limit for CV of Key staff? Please specify.	The CV shall be informative and brief to the extent of requirement of RFP document.
59.	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 will be as per applicable rate.
60.	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	The Bidder shall make his own arrangement.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
			department/Concessionaire or this expense shall be borne by PE & Reimbursed by NMCG.	
61.	General	General	What is the design period?	RFP documents is self-explanatory.
62.	General	General	We request the Client to provide office space with electricity & water at project site or to arrange by Contractor.	The Bidder shall make his own arrangement.
63.	General	General	Can Consultant propose some extra positions, which are required for site, other than mentioned?	As per RFP document.
64.	General	General	What is the defect Liability period?	RFP documents is self-explanatory.
65.	General	General	What is tentative start date of construction?	4-6 months from now.
66.	General	Regarding Team	The Client is requested to please confirm whether same team can be proposed for all three packages? Kindly confirm	Yes.
67.	General		If a bidder is bidding for all 3 projects and can be awarded only one, kindly confirm that only one set of CVs can be given in all the 3 proposals.	Yes.
68.	General		Kindly consider and allow that CVs of only evaluated positions are submitted in Proposal and non-evaluated positions can be given during negotiations by the selected bidder	As per RFP document.
69.	General		We are PE for Haridwar. As the construction phase is completed, kindly confirm that this project will not be counted in our count of maximum 3 projects as PE	As per RFP document.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
			for any firm.	
70.	General		We assume for all the STPs the effluent discharge parameters are as per latest/NGT guidelines. Kindly Confirm	As per relevant concession agreement.
71.	General		We understand the technology for all STPs shall be as per concessionaire agreement only. The Consultant have to review the same in line with CPHEEO manual. Kindly Confirm	Yes
72.	General		Land for STPs is already acquired. Kindly Confirm	Yes
73.	General		Position of Office Manager cum Document Controller can be added in the RfP to facilitate the team at site.	As per RFP document.
74.	General	Insurance Requirement	Kindly confirm the insurance required to be undertaken by PE for the project.	Bidders may make their own assessment to ensure the prevailing laws/ regulations applicable.
75.	Award of Project		Please confirm if a consultant can be awarded all three projects.	Please refer Clause 3.4.5 of the RFP document.
76.	1.Introduction, Clause No.1.8: Schedule of Selection Process, Page no.10	“Bid Submission end date & time: 27th July 2021 up to 12:00 Hrs.”	Kindly consider extending the last date for bid submission by at least Three (3) weeks from the receipt of Minutes of the Pre-bid meeting and Response to all Bidders' Queries.	Please refer to Addendum no.1

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
77.	Clause 1.8 # Page 10	Last date & time for submission (upload) of online bidding document (Proposal Due Date or PDD) 27 th July 2021 upto 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 Addendum no.1
78.			Kindly provide for at least 2 weeks of extension looking at the pandemic and various restrictions	Please refer to Addendum no.1
79.	General	Bid Submission End date 27 th July 2021	The Client is requested to kindly extend the bid submission to minimum 3 weeks after providing pre-bid clarifications.	Please refer to Addendum no.1
80.	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 Addendum no.1
81.	Clause 1.8 Schedule of Selection Process Page 10	Last date & time for submission (upload) of online bidding document (Proposal Due Date or PDD) is 27th July 2021 upto 12:00 Hrs.	As you are aware that the whole nation is facing unprecedented emergency due to outbreak of pandemic COVID-19 and due to which restrictions imposed by local authorities, We request you to kindly extend the proposal submission	Please refer to Addendum no.1

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
			date by three weeks i.e.17th August 2021	
82.	Clause 1.8 Schedule of Selection Process S. No 8	Bid Submission end Date & Time - - 27July 2021 up to 12 Hrs.	We request you to kindly extend the bid submission due date at least by 3 weeks after the replies of pre-bid queries are published , in order to allow us to incorporate the pre-bid replies and submit a competitive proposal	Please refer to Addendum no.1