

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

RFP No. TE-12014/1/2021 dt.03.03.2022 (Tender ID: 2022_NMFCG_676587_1)

Dated: 16th March 2022

Replies to Bid Queries

Sub: SELECTION OF PROJECT ENGINEER for the Upgradation of 4.5 MLD Common Effluent Treatment Plant (CETP) for Tanneries with Soak Stream Treatment, Common Chrome Recovery System, Composite Stream Treatment on ZLD Technology at Banthar, Unnao, Uttar Pradesh (Retender)

S. No.	Tender Reference	Description as per Tender	Queries/Clarification	Reply
1.	2.1.1 INSTRUCTIONS TO BIDDERS page no. 11		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 clarify, as associate/consortium partners adequate experience in similar projects required.	Bid condition shall prevail.
2.	Scope of work Page no. 7		Though scope of work is given in Clause 1.1, the tender floated for this work may be please be shared for clear understanding of the scope of work.	RFP for EPC work is available on the following link https://drive.google.com/file/d/1OSunQQSGbK9Rg7oEZ0zKSJ744ZnvD9yg/view?ts=62318031 (copy and paste the link in any browser -For reference only)
3.	General		The process flow diagram, HFD, plant layout, mass balance shall be shared, if available	

S. No.	Tender Reference	Description as per Tender	Queries/Clarification	Reply
4.	General		Please indicate the primary or pre-treatment standards to be met in the outlet of the individual tannery, in addition to pH, suspended solids, and chromium.	
5.	Terms of Reference (TOR) for Project Engineer. PART-B: Page no. 24	Terms of Reference (TOR) for Project Engineer. PART-B: Ensure integration of various components constructed by multiple contractors and confirm process performance guarantees.	Please clarify, how may contractors are involved in the upgradation activity. The details of upgradation activity and the scope of the contractors shall be shared to us for better understanding.	
6.	Terms of Reference (TOR) for Project Engineer. Clause- 2.2 (Pg No.41) Clause-1.5: General Provisions. (Pg No.46)	Terms of Reference (TOR) for Project Engineer. The Project Engineer shall review and approve the Designs and Drawings to be provided by the contractor. These will include, inter-alia, the site layout plan, process design, drawings, structural calculations, mechanical, electrical and instrumentation works, quality plans, implementation schedules, operation and maintenance plans, and the environment, health & safety plans. On the basis of its review, the Project Engineer shall provide its	Whether proof checking of structural drawings by third party organisations like IIT /Anna University/ reputed organisations is required. (Or) approval from Project Engineer is sufficient - Please clarify. We understand that, the professional fees towards obtaining such additional approval from third party shall be in scope of the NMCG/BIPCC/Civil contractor- Please clarify.	Bidders understanding is correct

S. No.	Tender Reference	Description as per Tender	Queries/Clarification	Reply
		<p>recommendations to BIPCC.</p> <p>Clause-1.5: General Provisions. The Project Engineer shall be solely responsible for the competency and the correctness of the detailed design of the system furnished by the developer/contractor and get approved by NMCG and shall be fully responsible for the plans, estimates, designs, drawings and specification provided by contractor for items described in the schedule of work (BOQ). The drawings, designs etc., shall conform to the statutory provisions and standards laid down by the Bureau of Indian Standards or where no such standards exist, to the standards laid down by any similar body and they shall also be efficient, economical and sound in every manner. Deviation from laid down standards should be reported to NMCG for their information and approval.</p>		

S. No.	Tender Reference	Description as per Tender	Queries/Clarification	Reply
7.	<p>Terms of Reference (TOR) for Project Engineer. Clause- 2.2(i):</p> <p>(Pg No.41)</p>	<p>Verify the Discharge Standard of the Treated Effluent and Facilities By-Products;</p>	<p>We understand that, the project engineer should verify the discharge standard of the Treated Effluent and Facilities By-Products. Please clarify the frequency of the sampling. Parameters to be tested also to be listed.</p> <p>As per G.S.R. 656(E), MINISTRY OF ENVIRONMENT, FOREST AND CLIMATE CHANGE NOTIFICATION New Delhi, dated 10th September, 2021, please indicate the parameters which has to be tested. (Enclosed).</p> <p>Please clarify whether the cost for testing the samples will be paid by the NMCG/BIPCC/contractor.</p>	RFP conditions shall prevail
8.	<p>Terms of Reference (TOR) for Project Engineer. Clause- 2.2 (o):</p> <p>(Pg No.43)</p>	<p>The Project Engineer shall inspect laboratories where tests are conducted on samples to ensure conformance and compliance with laboratory procedures and requirements.</p>	<p>We understand that, the charges involved for inspection, testing of equipment to be supplied by the contractor are not in our scope. Only the testing of equipment will be witnessed.</p> <p>However, please note that the charges towards travel, boarding lodging for the same</p>	RFP conditions shall prevail

S. No.	Tender Reference	Description as per Tender	Queries/Clarification	Reply
			shall be borne by NMCG/BIPCC/ contractor from the place of work.	
9.	General		We hope NMCG/BIPCC will provide office space of not less than 500 Sq.ft at the site till the project closure without any charges at site.	The Bidder shall make his own arrangement..
10.	Terms of Reference (TOR) for Project Engineer: Clause 2.2 (L) (Pg No.42)	During the O&M Period, the Project Engineer shall inspect all the Facilities at least twice in a month and prepare an inspection report, setting out the defects or deficiencies, if any, and status of compliance with the relevant KPIs (including specifically, the Influent Standards and the Discharge Standards).	Technical assistance during O & M by project engineer is for the entire CETP or for the upgraded treatment units only- Please clarify.	Bidders understanding is correct
11.	Clause-1.5 (g) : General Provisions. Pg No. 46	Any deviation from the approved drawings or specifications that may be observed by the Project Engineer shall be given in writing by them to the BIPCC & NMCG who shall issue, necessary instructions to the executing agencies.	Please clarify, if project engineer can modify the basic design / treatment process to meet the effluent discharge standards as prescribed by CPCB/ UP Pollution control board.	RFP Conditions shall prevail, however minor deviations to meet the KPIs may be permissible with approval of NMCG/ BIPCC
12.	Clause-1.5: General Provisions (L) Pg No.47	The Project Engineer shall provide extra services, if any, essential for the successful implementation	Please define, what is extra work? This para is ambiguous. Please clarify.	RFP conditions is self-explanatory.

S. No.	Tender Reference	Description as per Tender	Queries/Clarification	Reply
		<p>of the scheme. These shall comprise of works that are not included or covered under this agreement. However, any or all services that are in contravention of the standards, norms or requirements provided by the Authority, local Municipal bye-laws, etc., shall be to the account of Project Engineer, and redoing of all such works services shall not come in the purview of extra work.</p>		
13.	<p>Clause 13. Time and Payment Schedule (Pg No.58)</p>	<p>13.1 Subject to the provisions of Paragraph 13.1 of the TOR, the total duration for the assignment shall be 3 years (30 months of construction including 6 months trial run operation & 6 months O&M for CETP) including the time taken by BIPCC in providing the requisite documents or in conveying its comments on the Draft Reports.</p>	<p>We understand that, the contract period is for 36 Months.- Please clarify</p> <ul style="list-style-type: none"> • Construction: 24 Months • Trial run : 6 Months • Operation & Maintenance: 6 Months. <p>28% of the total contract value will be paid in four instalments on completion of construction milestones. – We understand that, this 28% comes under associated expense category in the BOQ- Please clarify.</p> <p>7% on completion of First construction milestone.</p>	<p>RFP Conditions shall prevail.72% shall be payable on monthly deliverables and 28% shall be linked with construction milestone.</p>

S. No.	Tender Reference	Description as per Tender	Queries/Clarification	Reply
			<p>7% on completion of Second construction milestone. 7% on completion of Third construction milestone. 7% on completion of fourth construction milestone including 6 months O& M.</p> <p>72% of the total contract value in accordance with the deployment of Key Personnel subject to a maximum of 2% per month of contract value. (36* 2% = 72%) – Please confirm</p>	
14.	Clause 1.3: Duration for completion of works: (Pg No.45)		<p>We understand that, the contract period is 36 Months.- Please clarify</p> <ul style="list-style-type: none"> • Construction: 24 Months • Trial run: 6 Months • Operation & Maintenance: 6 Months. <p>Please clarify, the basis of the additional payment to be made by NMCG in case of increase in the contract period beyond 36 Months.</p>	It is a lumpsum contract. Accordingly RFP conditions shall prevail.
15.	6.3 Mode of billing and payment	A Mobilisation Advance for an amount upto 10% (ten per cent) of the Agreement Value shall be paid to the Project Engineer on request	CEMCOT is a not-for-profit organisation providing environmental management services to the tannery sector. We therefore request you to	RFP conditions shall prevail.

S. No.	Tender Reference	Description as per Tender	Queries/Clarification	Reply
		<p>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 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. The Project Engineer may choose to replace the bank guarantee with reduced amount equivalent to balance outstanding and interest thereof subject to the condition that 50% of the mobilization advance has already been recovered.</p>	<p>waive the condition of submitting bank guarantee against the 10% mobilisation advance.</p>	

S. No.	Tender Reference	Description as per Tender	Queries/Clarification	Reply
16.	7.2 Liquidated Damages 7.2.2 Liquidated Damages for delay (Pg No.85)	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 beyond the control of the Project Engineer, suitable extension of time shall be granted.	As project engineer, our responsibility in execution is limited to the extent of completing the project on time. As PE has not selected executing agency nor prepared tender document or its terms and conditions, we cannot be held responsible for delay in execution of the project. Therefore, we request that, this clause may be deleted. Please clarify, the basis of the additional payment to be made by NMCG in case of increase in the contract period beyond 36 Months.	RFP Conditions shall prevail. RFP clause is self-explanatory
17.	2.14 Technical Proposal, Clause 2.14.2 (k) Pg No. 24	No Key Personnel should have attained the age of 63 (Sixty-Three) years at the time of submitting the proposal.	With reference to F.No. A-12034/11/2018-Admn.I, Government of India/Bharat Sarkar, Ministry of Labour & Employment/Shram aur Rozgar Mantralaya, Comprehensive guidelines for engagement of retired Government officers/officials as consultant, the age limit for the Key personnel may be revised to 70 years as a special case.	RFP conditions shall prevail.
18.	2.2 Conditions of Eligibility of Bidders (B) Financial Capacity:	The Bidder shall have received a minimum revenue of Rs. 7 (Seven)	With reference to MANUAL FOR PROCUREMENT OF CONSULTANCY & OTHER	RFP Conditions prevail.

S. No.	Tender Reference	Description as per Tender	Queries/Clarification	Reply
	(Pg No.15)	<p>crore per annum from professional fees during Financial Year 2018-19, 2019-20 and 2020-21. 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>	<p>SERVICES 2017, Ministry of Finance, Department of Expenditure, 30% of the</p> <p>Clause : 9.15.2: i) Financial Capability: a) Average Annual financial turnover of related services during the last three years, ending 31st March of the previous financial year, should be at least 30% (Thirty per cent) of the estimated cost.</p> <p>Therefore, this clause given is not in line with the GOI guidelines. Please consider revising it to a reasonable level.</p> <p>It is also to be noted that, CEMCOT as SPV, has so far executed more than 6 ZLD based projects since 2008 headed by senior retired IAS officer (Worked on Hon'y basis) who has worked in UNIDO implementing cleaner technology processors in the tannery sector in INDIA. CEMCOT has executed ZLD based projects to the tune of nearly 350 Crores.</p>	

S. No.	Tender Reference	Description as per Tender	Queries/Clarification	Reply
			<p>The revenue/ charges for our services was restricted to less than 5% of the total contract value considering it is public money that is being spent. CEMCOT is also not-for-profit organization. Therefore our revenue cannot be compared with profit making organization as our policy service in tannery sector rather than making profits. We do have experts in the field of environment engineering, structural engineering, electrical engineering, mechanical engineering, Operation and Maintenance in our rolls.</p>	