

National Mission for Clean Ganga
(Ministry of Water Resources, River Development & Ganga Rejuvenation)
1stFloor, Major Dhyan Chand National Stadium, India Gate, New Delhi – 110002

F.No: Pc-11011/1/2019-PPP/NMCG

Date: 1st February 2019.

Replies to queries and Corrigendum-II to Strategic Consultant(s) for Public Private Partnership (PPP) design and Transaction Advisory support for the Development of proposed new Sewage Treatment Plants (STPs) and integration of existing sewage treatment infrastructure, through Hybrid Annuity based PPP mode for :

- i. Asansol (95 MLD), Burdwan (50 MLD), Durgapur (80 MLD) in West Bengal
- ii. Agra (396.13 MLD), Etawah (46 MLD), Firozabad (155 MLD)
- iii. Budhana (10 MLD), Muzaffarnagar (87 MLD)

S.No.	Page No.& Clause	RFP Terms	Clarifications Sought	Reply
1.	Page 13: “Proposal Due Date or PDD 6 th February 2019, 12.30 PM.”		<p>The technical proposal includes submission of many documentary proofs for the Bidder’s work experience and other statutory documents which will need time for compilation. Furthermore, since we will be submitting this proposal in consortium, the internal risk management procedures of finalization of the consortium and execution of the MOU will take time.</p> <p>Hence, request for an extension of the proposal submission date by at least 15 days to enable us to submit a quality proposal, which will be structured to meet your requirements and will be</p>	Please refer to the addendum.

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			based on the clarifications you provide on the proposal queries	
2.	Page 24 Clause 2.13.3:	“The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed.”	Request clarification if the Authorized signatory shall be required to sign in blue ink only on the cover page for a printed proposal document and scanned signature shall be accepted for other pages of the proposal	No. Signing and submission of bids shall be as per RFP document only.
3.	Page 28 Clause 2.16.1	“Each page of the submission shall be initialed by the Authorized Representative of the Bidder as per the terms of the RFP.”		
4.	Page 28 Clause 2.16.4	: “All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.”		
5.	Page 25 Clause 2.14.2(g):	“the CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Bidder. Photocopy or unsigned / countersigned CVs shall be rejected”	Key consulting professionals frequently travel on assignments and may not be available for signing the CVs before the proposal due date. Hence, request clarification if scanned signature of the Key Personnel shall be allowed. Alternatively, signature by the authorized representative should suffice	Please refer to the addendum.

S.No.	Page No.& Clause	RFP Terms	Clarifications Sought	Reply
6.	Page 35 Clause 3.1.3	<p>“Technical Consultancy Experience”: Number of eligible Technical Consultancy Assignments as defined in Clause 3.1.4</p> <ul style="list-style-type: none"> • 3-5 : 5 marks • 6-7 : 10 marks • >7 or more : 15 marks 	<p>Eligible technical consultancy assignments includes sewerage schemes or systems including STPs having an estimated capital cost of at least Rs. 50 Crores.</p> <p>Request if the marking scheme can be modified to reduce the number of eligible technical consultancy assignments to enable more bidders to participate in the tender process. The marking scheme can be:</p> <ul style="list-style-type: none"> • 2-3 : 5 marks • 4-5 : 10 marks <p>>5 or more : 15 marks</p>	No change.
7.	Page 37 Clause 3.1.4	<p>A Eligible Financial Consultancy/ Transaction Advisory/ Sectoral Assignments – “Infrastructure sectors include power, roads, bridges, ports, airports, railways, logistics, Townships, industrial infrastructure (industrial townships, SEZs, industrial parks), tourism infrastructure, urban transport, urban utility infrastructure (city gas utility, solid waste management), water treatment plants, distribution networks, sewer networks, sewage treatment plants, common effluent</p>	<p>Request to include mining sector under infrastructure projects and such projects to be considered under eligible assignments.</p> <p>Request modification of the clause as below: “Infrastructure sectors include power, roads, bridges, ports, airports, railways, logistics, Townships, industrial infrastructure (industrial townships, SEZs, industrial parks), tourism infrastructure, urban transport, urban utility infrastructure (city gas utility, solid waste management), mining, water/waste water & sanitation bulk</p>	No change.

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		treatment plants, desalination plants.”	water supply and distribution , water treatment plants, sewer networks, sewage treatment plants, common effluent treatment plants, and desalination plants)”					
8.	Page 53, Clause 8.2 KD3	Project Appraisal Report, Financial Model, Draft RFP Documents and Concession Agreement	<p>For the activities mentioned, a period of 4 weeks seems to be a very tight schedule as the deliverables involve writing of scope of work and technical specifications and performance indicators which will take substantial time to complete and this write up can be started only after “Technical Assessment Report” is completed.</p> <p>Request the number of weeks for KD3 to be increased to 8 weeks or at least 6 weeks.</p>	No change.				
9.	Page 87 Annex 5	Payment Schedule for each city KD2 and KD6	<p>Rapid requirement and Technical Assessment Report involves significant amount of consulting inputs. Additionally, though the consultant will assist in the signing of the concession agreement, the final signing of the agreement may be dependent on multiple external factors, and may not be under the control of the consultants. Taking the above into consideration, we request the following payment schedule:</p> <table border="1" data-bbox="1010 1366 1534 1404"> <thead> <tr> <th data-bbox="1010 1366 1317 1404">Key Date No.</th> <th data-bbox="1317 1366 1534 1404">Payment</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Key Date No.	Payment			No change.
Key Date No.	Payment							

S.No.	Page No.& Clause	RFP Terms	Clarifications Sought	Reply										
			<table border="1"> <tr> <td data-bbox="1008 242 1314 276">KD1</td> <td data-bbox="1314 242 1525 276">10%</td> </tr> <tr> <td data-bbox="1008 276 1314 309">KD2</td> <td data-bbox="1314 276 1525 309">20%</td> </tr> <tr> <td data-bbox="1008 309 1314 343">KD3</td> <td data-bbox="1314 309 1525 343">30%</td> </tr> <tr> <td data-bbox="1008 343 1314 376">KD4</td> <td data-bbox="1314 343 1525 376">30%</td> </tr> <tr> <td data-bbox="1008 376 1314 410">KD5</td> <td data-bbox="1314 376 1525 410">10%</td> </tr> </table>	KD1	10%	KD2	20%	KD3	30%	KD4	30%	KD5	10%	
KD1	10%													
KD2	20%													
KD3	30%													
KD4	30%													
KD5	10%													
10.	Page 87 Annex 5	Payment Schedule for each city KD4 : “Assistance in conducting the Bid Process & closing of Bid Process (submission of Bids)”	<p>Closure of the bid process is dependent on many external factors which may not be under the control of the consultants. Due to many factors, the bidding process may lead to instances of re-bidding.</p> <p>Request modification of the clause such that the bid process shall be deemed to be complete if there are 2 (two) rounds of bids including one round of rebid.</p>	No change. The engagement is deliverable /outcome based.										
11.	Page 69 Clause 3.2.2 & Page 70 Clause 3.2.4	Conflict of interest.	We request you to curtail this requirement to the engagement team and restrict the applicability of the Clause 3.2.2 till the term of this Agreement.	No change.										

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12.	Page 72 Clause 3.4.3	<p>“The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the NMCG’s property, shall not be liable to the NMCG: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.”</p>	<p>Our internal Risk Team mandates the firm’s liability for any engagement to be capped to one time the fees.</p> <p>Hence, request modification of the clause as below:-</p> <p>“The Parties hereto agree that in case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the NMCG’s property, shall not be liable to the NMCG: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds the Agreement Value set forth in Clause 6.1.2 of this Agreement.”</p>	No change.
13.			Request clarification if the term “Director” in the bid document refers to Board of Directors or Directors by designation or both.	Both.
14.			Request clarification whether all references to “Associates” in the bid document refers to the bidder’s “Associates in India.”	RFP document is self-explanatory

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15.			Request you to please provide the definition of “CEO” used in Page 96, point 12	CEO means ‘Chief Executive Officer’.
16.			Request you to restrict the usage of “Manager/ Employees” as provided in Page 96 point 12 to Managers/ Employees of the Engagement Team	No change
17.	Terms of Reference Clause 4	Detailed Scope of services	the scope is limited to Requirement assessment, project technical evaluation, PPP concession structuring and model contract design, financial plan and projection, tender document preparation, support on regulations and policies, conduct concessionaire outreach & support in running tendering process, whereas in financial proposal format subject it is mentioned as appointment of consultant for preparation of feasibility report for the project.	The Transaction Advisor shall undertake feasibility in terms of project structuring and packaging after considering the proposed and existing sewage infrastructure.
18.	Terms of Reference Clause 4 - Detailed Scope of services	the scope is limited to Requirement Assessment, Project Technical Evaluation, PPP Concession Structuring and Model Contract Design, Financial Plan and Projection, Tender Document Preparation, Support on Regulations and Policies, Conduct	We request NMCG to clarify whether preparation of feasibility report is also part of consultant scope of work	The Transaction Advisor shall undertake feasibility in terms of project structuring and packaging after considering the proposed and existing sewage infrastructure.

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		Concessionaire outreach & Support in running tendering process		
19.	page 10, sub clause 1.1.2	it is mentioned that Strategic Consultant and Transaction Advisor to conduct a feasibility study , design suitable packaging of the projects, structure the PPP contracts, prepare the Tender documents and assist in managing the tender process as per the detailed scope of work.		The Transaction Advisor shall undertake feasibility in terms of project structuring and packaging after considering the proposed and existing sewage infrastructure.
20.	Introduction Clause 1 Sub clause 1.1.5	It is mentioned that maximum number of packages allocated to one consultant will be limited to 2 (two) only and Bidder can propose the same team of Key Personnel for maximum 2 (two) projects/ packages only.	Since the maximum number of packages to be award for a consultant is limited to two, we request NMCG to confirm, whether the same key personnel can be proposed for all the three packages or not.	No change.
21.	Instruction to bidders Clause 2.2 Sub clause 2.2.2	- Conditions of Eligibility for Key Personnel - Educational Qualification of key personnel -	We request NMCG to clarify whether chemical engineering graduate will be considered as equivalent degree or not for wastewater technology expert . If not request NMCG to specify the meaning of equivalent clearly.	No change.

S.No.	Page No.& Clause	RFP Terms	Clarifications Sought	Reply
22.			We request NMCG to clarify whether expert with graduation in mechanical engineering with post graduate in management will be considered as eligible expert for Wastewater technology expert	No Change
23.			We request NMCG to clarify whether expert with graduation in civil engineering with post graduate in management will be considered as eligible expert for Wastewater technology expert	
24.	Appendix III	List of Existing, ongoing, approved and proposed projects covered under this assignment	<p>The assets/ nallas/ components indicated in the RFP at times does not match with actual site condition. And it necessitates additional manpower and time to identify and sort-out the deficiencies during Rapid Assessment Survey and during Bid Process period.</p> <p>We request NMCG to confirm that all the assets/ nallas/ components are covered under the approved DPR and AAES and no more additional investigations is required.</p> <p>We request NMCG to confirm that If anything found other than the Components envisaged in the DPR and AAES during the study which is necessary to fulfil the vision of NMCG, that NMCG will compensate suitably</p>	DPR preparation is not part of the scope of work in the RFP. However Transaction Advisor may have to identify gaps if any in the assessment of sewage treatment & associated infrastructure and suggest remedial measures for the same. Based on the remedial measures, NMCG will take appropriate action for addressing those gaps.

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			<p>towards additional scope of work (Manpower and time).</p> <p>Based on our earlier experience in these projects the requisite details to assess the requirement was not detailed in the approved DPR. It necessitates additional manpower and time to identify and sort-out the deficiencies during Rapid Assessment Survey and during Bid Process period. We request NMCG to confirm that the DPR contains all the necessary details. We request NMCG to confirm whether the lacunas will be rectified by the DPR consultant or not. If not, kindly confirm whether NMCG will compensate suitably towards additional scope of work (Manpower and time).</p>	
25.	1. Introduction Sub-clause: 1,1,4	Those firms/companies who have been selected as Transaction Advisors for other projects/packages recently awarded by NMCG, for which 80% of the deliverables are yet to be achieved, are also eligible to submit their bids for this project, subject to the condition that such firms/companies should propose new team of Key Personnel for this assignment.	If, for such a project / package, more than 20% of the deliverables have been achieved, can the same team that is working on such projects / packages be proposed for any of the packages under these three RFPs?	As per RFP document.

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26.	2.3 Conflict of Interest Sub-clause 2.3.2	The NMCG requires that the Consultant provides professional, objective, and impartial advice and at all times hold the NMCG's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the NMCG.	We request NMCG to confirm that nothing in this engagement shall affect our or other PwC firms' ability to perform services for our other Clients so long as we do not use or disclose any confidential information from the assignment.	As per RFP document.
27.	2.20 Bid Security Sub-clause 2.20.4 (a)	Forfeiture of Bid Security upon submission of non-responsive proposal	We request NMCG to kindly delete 2.20.4 (a). A non-responsive Proposal may be rejected without forfeiting the Bid Security	No change.
28.	2.26 Substitution of Key Personnel Sub-clause 2.26.1	The NMCG will not normally consider any request of the Selected Bidder for substitution of Key Personnel as the ranking of the Bidder is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or death, subject to	We request NMCG to kindly add 'resignation, sabbatical and maternity leave' as valid reasons for permitting the Substitution of Key Personnel	No change

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		equally or better qualified and experienced personnel being provided to the satisfaction of the NMCG		
29.	3.4 Liability of the Consultant Sub-clause 3.4.3	The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the NMCG's property, shall not be liable to the NMCG: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.	We request NMCG to modify the clause as: The Parties hereto agree that in case of negligence or willful misconduct tor breach of terms of this agreement on the part of the Consultant..... We also request NMCG to delete the sub-clause 3.4.3 (ii) (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability.	No change.
30.	3.8 Documents prepared by the Consultant to be property of the NMCG Sub-clause 3.8.3	The Consultant shall hold the NMCG harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as „Claims“) which may arise from or	We request NMCG to kindly confirm that indemnity under such clause shall be subject to final determination of damages by a competent court.	As per RFP document.

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		due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights		
31.	3.10 Accuracy of Documents	The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the NMCG against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey /investigations.	<p>We request NMCG to kindly remove this indemnity since the consultant shall be responsible for rectifying any inaccuracy at their own cost and risk.</p> <p>Further, indemnity is said to be related to any damages suffered, which this clause does not specify. If at all indemnity is required, it should be only for damages that arise due to inaccuracy and as determined by a competent court.</p> <p>Kindly confirm</p>	No change.
32.	5.4 Change in Applicable Law	If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases	We request NMCG to kindly modify this clause so as to allow any change with respect to taxes and duties, to be passed on to NMCG	No change.

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		<p>the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses other wise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.</p>		
33.	7.1 Performance Security Sub-clause 7.1.2	<p>For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the NMCG may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement</p>	<p>We request NMCG to kindly delete this clause, or clarify that the total of such deductions shall not exceed the amount of the Performance Security.</p>	<p>No change.</p>

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34.	7.2 Liquidated Damages Sub-clause 7.2.1	<p>Liquidated Damages for error/variation</p> <p>In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the NMCG in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 20% (twenty per cent) of the Agreement Value</p>	<p>We request NMCG to kindly delete this clause as it is widely worded and does not allow any recourse to the Consultant.</p> <p>Also request this query to be read together with query no. 7 above.</p> <p>In reading these clauses/ queries together, request NMCG to confirm that in no case the shortcomings in preparation of the DPR of any sort (omission of nalas, incorrect estimations of flows, incorrect methodologies in infrastructure estimation, technological assumptions, arithmetic mistakes, old data, etc.) shall be deemed as negligence or lack of due diligence on the part of the Consultant.</p>	No change.
35.	7.2 Liquidated Damages Sub-clause 7.2.2	<p>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 Consultant,</p>	<p>We request NMCG to kindly modify this clause to: 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 5% (five per cent) of the Agreement Value.....</p>	No change.

S.No.	Page No.& Clause	RFP Terms	Clarifications Sought	Reply
		suitable extension of time shall be granted.		
36.	7.2 Liquidated Damages Sub-clause 7.2.3	Encashment and appropriation of Performance Security The NMCG shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2	We request NMCG to modify this clause so as to ensure that the Consultant is given a notice and rectification period of 30 days prior to liquidating the Performance Security. Also, the Performance Security should be revoked only in case of proven damages arising out of material breach of agreement attributable to the Consultant.	No change.
37.	2.14.2 (m) Technical Proposal	Bid Process fee of Rs. 10,000/- (Rupees ten thousand only) in the form of Demand draft/Banker's Cheque Drawn in favour of National Mission for Clean Ganga, Payable at New Delhi has been enclosed	Since clause 1.4 of the RfP does not indicate bid process fee, please confirm if the same is required to be submitted	There is no bid processing fee. Please refer to the addendum.
38.	11. Documents to be made available by NMCG (Page 50)	NMCG and /or General Manager (Technical), shall provide to the Consultant the following documents as per availability: (a) Detailed Project Report;	It is requested that the following reports be presently made available to the consultant so that the consultant can make an informed assessment of further efforts required to be made on the technical side. (a) Detailed Project Report; (b) Condition Assessment report	Interested bidders may visit NMCG to review the available documents.

S.No.	Page No.& Clause	RFP Terms	Clarifications Sought	Reply
		<p>(b) Condition Assessment report from CPSUs for the town under consideration.</p> <p>(c) Any Policy documents that would impact the project implementation</p>		
39.	3.4.4 Combined and final evaluation (Page 35)	<p>for the appointment of Transaction Advisor for Interception & Diversion network and Sewage Treatment Plants under Asansol, Burdwan & Durgapur Municipalities in West-Bengal & associated Infrastructure and Interception & Diversion works (I&D) and Sewage Treatment Plants in Budhana & Muzaffarnagar in Uttar Pradesh. If any Bidder turns out to be the highest ranked bidder for more than two projects, the Bidder will be allocated with the project for which he has highest financial score. In such a case NMCG shall invite the next highest ranked Bidder as per the Technical Score to match with the financial proposal of the first overall highest ranked bidder if the financial proposal of the second highest ranked bidder is higher than that of the first highest ranked Bidder. In such a case, the</p>	<p>In case the next highest ranked Bidders do not agree to price match, is there a possibility of the highest ranked Bidder being awarded all 3 packages?</p>	No.

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		<p>second highest ranked Bidder shall be the first ranked Bidder for the third project. This process shall continue till the project is awarded to the Selected Bidder.</p>		
40.	2.14 Technical Proposal 2.14.6	<p>The proposed team shall be composed of experts and specialists (the “Professional Personnel”) in their respective areas of expertise and managerial/support staff (the “Support Personnel”) such that the Consultant should be able to complete the Consultancy within the specified time schedule.</p>	<p>Please clarify if one team of experts comprising One Team Leader and Strategy expert, One PPP Expert, One Financial Expert, One Waste Water Technology Expert, One Legal Expert along with support personnel (as needed) can be deployed for all the 3 packages.</p>	No.
41.	3.1.4 Eligible Financial Consultancy/Transaction Advisory/ Sectoral Assignments (Page 33):	<p>For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority, public or private sector entity for any large infrastructure project in respect of greenfield or brownfield PPP concession design, restructuring, transaction support and project management (the “Eligible Financial Assignments”)</p>	<p>We understand eligible assignments include consultancy provided in infrastructure sector related to financial consultancy OR transaction advisory OR sectoral consultancy OR PPP concession design OR restructuring OR transaction support OR project management assignments Kindly confirm our understanding.</p>	<p>The project shall be a greenfield or brownfield PPP project for consideration as eligible assignment under this clause.</p>

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42.	2.20.1 Bid Security (Page 28)	The Bidder shall furnish as part of its Proposal, a bid security of in the form of a Demand Draft 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”)	It is proposed that Bid Security submission in form of Bank Guarantee also be allowed.	The provision for submission of Bank Guarantee is already available in the RFP document.
43.	2.1 Scope of Proposal 2.1.4	If the Bidder is a consortium then, the members of the Consortium shall enter into a binding Joint Bidding Agreement in an agreeable format, for the purpose of making and submitting a Bid	Format for Joint Bidding Agreement is requested	Bidder may submit their own format incorporating the provisions as mentioned in the clause 2.1.4 of the RFP document.
44.	4. Detailed Scope of Services I Requirement Assessment:	The Consultant shall undertake a rapid commercial assessment of the current and proposed projects by making site visits and assess city wise STP/I&D/network development requirements.	Please indicate whether DPR for I&D infrastructure / network development is prepared for all 3 packages.	DPR preparation is not part of the scope of work in the RFP. However Transaction Advisor may have to identify gaps if any in the assessment of sewage treatment & associated infrastructure and suggest remedial measures for the same. Based on the remedial measures, NMCG will take appropriate action for addressing those gaps.
45.			Please confirm whether review of the DPR for sewerage network forms part of the scope of work of the consultant.	
46.	APPENDIX III – List of Existing, Ongoing, Approved and Proposed		It is our understanding that only the Existing, Ongoing, Approved and Proposed Projects as per APPENDIX III are part of the consultant’s scope of work.	

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	Projects covered under this Assignment			
47.	Schedule 2: 3.4 Liability of the Consultant	The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the NMCG for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.	Since the consultant cannot be liable for future losses, we request modification of this clause to The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the NMCG for any direct loss or damage accrued due to deficiency in Services rendered by it.	No change
48.	Schedule 2: 2.9.3 Cessation of rights and obligations	Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may	This clause allows audit rights upon termination and therefore, sub-clause 2.9.3 (iii) is requested to be deleted	No change.

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		have under this Agreement or the Applicable Law.		
49.	Schedule 2: 7.2.1 Liquidated Damages (LD) for error/variation	In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the NMCG in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 20% (twenty per cent) of the Agreement Value.	Request Liquidated Damages to be capped to 10% of the agreement value	No change.
50.	Appendix 2 Form No 2: Financial Proposal Note 1:	The financial evaluation shall be based on the above Financial Proposal. The total in Item 7 shall, therefore be the amount for purposes of evaluation.	The note to the table indicates an item no. 7 which is not indicated in the table	Please refer to the addendum.
51.	2.14.7 pg 26	A Bidder, if it considers necessary, either during the submission of the bid or at any point in time during the course of the assignment / work, may propose suitable Sub-Consultants in specific areas of expertise. Credentials of such Sub-	It is requested that the details of sub-consultant may not be asked at this stage. We can appoint sub-consultant for certain works after the award of work to us.	As per RFP document.

S.No.	Page No.& Clause	RFP Terms	Clarifications Sought	Reply
		Consultants should be submitted in Form-13 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.		
52.	2.21.2; Pg 31	Performance Security = 10%	Request to reduce it to 5%	No change.
53.	3.1.14 Pg 36,37	Eligible Assignments A. Eligible Financial Consultancy Assignments / Transaction Advisory assignments : Payment of Professional Fees to the applicant was at-least Rs 1 Cr	We request you to consider payment of professional fees to applicant as minimum Rs 30 lacs.	No change.
54.	3.1.14 Pg 36,37	Eligible Assignments B. Eligible Technical Assignments : Project Cost : Minimum Rs 50 Cr	We request you to reduce the requirement of Project cost of eligible assignments to minimum Rs 30 Cr	Please refer to the addendum.
55.	3.1.14 Pg 36,37	Eligible assignments	Only completed projects are eligible? Or ongoing projects can also be claimed?	RFP document is self-explanatory.
56.	Pg 51	Terms of Reference VII : Concessionaire outreach	We request that the cost of all the events should be borne by NMCG directly, so that the bidders don't include such a cost in their financial workings. If the cost of events to be borne by consultant, then no. of such events,	Cost of any specific event organised with the prior approval of NMCG for the purpose of concessionaire outreach will be borne by NMCG on case to case basis.

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			place, venue etc. to be clarified at this stage.	
57.	Form 5 Pg 105	Financial Capacity The details asked is Annual Revenue. The certificate mentions : This is to certify that (name of the Bidder) has received the payments shown above against the respective years on account of professional fees.	As per evaluation criteria, Turnover is to be evaluated and not the Revenue. Hence, the word annual revenue should be replaced by annual turnover. The certificate to be worded as : This is to certify that (name of the Bidder) has achieved the turnover shown above against the respective years on account of professional fees.	Please refer to addendum.
58.	Page No. 70, Agreement Clause 3.4.3	The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the NMCG's property, shall not be liable to the NMCG: (i) for any indirect or consequential loss	We request you to modify clause as: We request you to modify clause as: The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the NMCG's property , shall not be liable to the NMCG: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds (a) the Agreement Value set	No change.

S.No.	Page No.& Clause	RFP Terms	Clarifications Sought	Reply
		<p>or damage; and (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.</p>	<p>forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.</p>	
59.	Agreement	New Clause addition	<p>We request you to add the following clause in the Agreement: The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to NMCG if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations</p>	No change.
60.	General	<p>Proposal Due Date from 6th February 2019 at 12:00 PM to 13th February 2019 at 12:00 PM</p>	Request you to please provide at least 1 week for submission from the date of response to queries	Please refer to the addendum.