

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

Tender No.: TE-12014/1/2021 (2021_NMFCG_656787_1)

Date: 3 December 2021

PRE BID QUERIES FOR: 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

S. No.	Tender Reference	Description as per Tender	Queries/clarifications	Reply
1	2.15 Financial Proposal Page 25	All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.	Generally travel expenses related to factory inspection test are organized by Contractors in similar Contracts, Please confirm whether Project Engineer to consider Travel Expenses related to factory inspection tests.	The factory inspection costs should be borne by PE.
2	2.15 Financial Proposal Page 25 and Clause 4, Role & Functions (TOR) Page 49	All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.	As per clause 2.15 financial proposal, the financial proposal shall include the cost of survey and geotechnical investigations, whereas as per clause 4 of Terms of Reference, project engineer's role is to review of survey and geotechnical investigations reports only. Therefore, both the statements are contradictory, Please confirm whether Project Engineer has to organize the survey and geotechnical investigations, if yes, please provide the details.	PE scope is to review of survey and Geotechnical investigations. However, if some resurvey (example- for C&C etc.) is desired by PE for revision, the same has to be done by PE.
3	3.1.3 Evaluation of Technical Proposals Sr.2 & 3	The scoring criteria: Sr. 2 The Bidder should have Experience in Bid / Contract Management, Project Implementation Supervision, Testing and Commissioning Sr. 3 Experience in Bid / Contract Management, Project Implementation Supervision and Testing & Commissioning Supervision	The scoring criteria, "The Bidder should have Experience in Bid / Contract Management, Project Implementation Supervision, Testing and Commissioning" Whereas, as per 3.1.4 eligible assignment, Experience in Project Implementation Supervision, Testing and Commissioning only. Request for the evaluation criteria to be same as eligible criteria mentioned under clause 3.1.4 of RFP.	Please refer to Addendum 1
4	Clause 1.8 Sr. 8 Page 9	Bid Submission Date & Time: 9th December 2021 upto 12:00 Hrs.	We request for the extension in Bid Submission Date of at least three weeks i.e. 30th December 2021.	Please refer to Addendum 1
5	2.2 Page 15	The Bidder shall have, over the past 10 (ten) years preceding the PDD, has completed Eligible Technical Assignments in CETP specified in Clause 3.1.4. The technical experience mentioned herein is the minimum eligibility criteria for completed projects for any Bidder. Over and above this Bidder may submit additional completed /ongoing projects for claiming the Technical Capacity in accordance with clause 3.1.4 of the RFP document. However ongoing projects will be considered for evaluation only if the Bidder has received 80% of the professional fees /assignment value for the project	We hereby request to revise the clause as below: The Bidder shall have, over the past 15 (Fifteen) years preceding the PDD, has completed Eligible Technical Assignments in CETP specified in Clause 3.1.4.	RFP conditions shall prevail
6	3.1.4 Page 33	Experience in Project Implementation Supervision, Testing and Commissioning of at least one sewerage network / rising main for Industrial Effluent of minimum 10 (Ten) km length with size above 200 mm diameter and construction of sewage pumping stations / collection wells; as a single contract	The pipeline sizing may be varying to suit the requirement. Hence we need not to specify any sizing in term of length and diameter. We hereby request you to kindly consider the experience of waste water distribution experience of Industrial park / estate.	RFP conditions shall prevail

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7	2.1.4 Key Expert Page 12	Deputy Team leader • M.Tech degree in Civil/ Environmental Engineering • Minimum 15 years' experience in water/wastewater sector with 5 years relevant experience as Deputy Team Leader/Senior Engineer in planning, design, execution of Industrial wastewater projects which should include min. 2 projects Experience in tannery effluent treatment / CETP projects.	We request you to also consider:- • Graduate (BE/B.Tech.,) with specialization in Civil/ Environmental Engineering. • Minimum 20 years' experience in water/wastewater sector with 5 years relevant experience as Deputy Team Leader/Senior Engineer in planning, design, execution of Industrial wastewater projects which should include min. 2 projects Experience in tannery effluent treatment / CETP projects.	RFP conditions shall prevail
8	2.1.4 Key Expert Page 12	Process Engineer • M.Tech degree in Civil/ Chemical/ Environmental Engineering • Minimum 10 years' experience in water/wastewater sector with 5 years relevant experience as Process engineer in planning, design, execution of Industrial wastewater projects which should include min. 2 projects Experience in tannery effluent treatment / CETP projects.	We request you to also consider:- • Graduate (BE/B.Tech.,) with specialization in Civil/ Chemical/Environmental Engg/ or M.Sc. Environmental Science • Minimum 15 years' experience in water/wastewater sector with 5 years relevant experience as Process engineer in planning, design, and execution of Industrial wastewater projects which should include min. 2 projects Experience in tannery effluent treatment / CETP projects.	RFP conditions shall prevail
9	2.14.2 Page 24	No Key Personnel should have attained the age of 63 (Sixty-Three) years at the time of submitting the proposal	We hereby request you to remove this clause. For utilization of better qualified and experience experts in the relevant field.	RFP conditions shall prevail
10	2.1.4.1 Page 14 2.14.2 Page 23	Kindly note CV's of Non-Key Experts need not be submitted during bidding stage. However, need to be submitted before Contract Signing CVs of both key Personnel and non-key personnel have been included.	We request you to kindly clarify the same as both the statement are contradictory.	Please refer to Addendum 1
11	3.1.3 Page 31,32	Breakup of Key personnel marks	We request you to kindly include marks for Process Engineer also.	May please refer Clause No. 3.1.3 (Sr. No. 7 (iv)) of RFP for Process Engineer marks. (RFP conditions shall prevail)
12	13.1 Page 58,59		We request you to kindly add For the payment if the duration of period exceeds 36 months ; the PE shall be paid extra and the visit in every 15 days during a period of 60 years after the termination of contract shall also be payable.	RFP conditions shall prevail
13			We request you to kindly clarify the provision about the Sitting area/Office premises at the existing CETP site	Bidder shall arrange the office space, office furniture, equipment, etc., by their own. NMCG shall not borne any expenses relating to office or any reimbursable expenditure.
14	GENERAL		It may be considered for the provision of replacement of suitable experts with similar experience and qualification with the consent of NMCG / BIPCC at appropriate stages without any liability to the PMC	RFP conditions shall prevail
15	4.6 Page 81	The person designated as the Team Leader of the Project Engineer's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Project Engineer shall designate a suitable person as Project Manager (the "Project Manager") who shall be responsible for day to day performance of the Services.	Kindly confirm whether the Project Manager is an additional resource apart from the project engineer and also the hierarchy. If so, please specify about the man months also.	Team Leader cum Project manger is a single position. May please read Team leader/project manger as a Team Leader cum Project manger, where ever is mention in the RFP.

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16	3.4.2 Page 78	<p>The Project Engineer 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.</p> <p>3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Project Engineer or on the part of any person or firm acting on behalf of the Project Engineer in carrying out the Services, the Project Engineer, with respect to damage caused to the NMCG's property, shall not be liable to the NMCG:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(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 Project Engineer may be entitled to receive from any insurance maintained by the Project Engineer to cover such a liability in accordance with this Clause, whichever of (a) or (b) is higher</p>	<p>We request to amend the insurance clause as below: The insurance shall be limited to Project Engineer personal aspects only. Project related insurance shall be covered by successful contractor. The PMC company shall be liable only towards the performance related clauses and not anything specific to damages.</p>	RFP conditions shall prevail
17	Schedule 1, 17 Completion of Services, # Page 60-61	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 NMCG, BIPCC and the Project Engineer.	Since the project duration is 3 years only, we understand that services beyond it will paid extra to the consultant.	RFP conditions shall prevail
18	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 very much on higher side. Request you to kindly limit the LD to the extent of 5% as per industry practice. Request you to kindly confirm the same.	RFP conditions shall prevail
19	Clause 13.2 # Page 58-59	Time and Payment Schedule	Payment to the Project Engineer is based on the milestones achieved by the Contractor. As the technical person have no control over the finances and administration of the Contractor. Please clarify in case of delays in construction due to reason not attributed to Project Engineer activities, how payment to PE shall be made?	RFP conditions shall prevail
20	BOQ	Financial Proposal	Please confirm whether the office space shall be provided within the STP premises along with Office Furniture and equipment for the complete duration of Project Engineer Services by the department or this expense shall be borne by PE & Reimbursed by NMCG.	Please refer to SN 13
21	Instructions to the bidder Page 12	Minimum educational qualification and Discipline for Team Leader, Deputy Team Leader: M. Tech with graduation in public health/ civil/ Chemical/ Environmental Engineering	We request you to include the P.G. in Environmental Science discipline also as additional option.	RFP conditions shall prevail
22	Criteria for Evaluation Clause 3.1.3 Page 31	Experience in Bid / Contract Management, Project Implementation Supervision and Testing & Commissioning Supervision of minimum 1.5 MLD capacity Leather Industry Effluent Treatment Plant (ETP) as a single contract	<p>These kind of experience in one project within 10 years in tannery cluster is very difficult. Hence, kindly consider the following request</p> <p>Extend the past experience for 15 years</p> <p>Or</p> <p>Consider multiple projects to comply the experience.</p>	RFP conditions shall prevail

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23	Time and Payment Schedule Clause 13.4 Page 59	Indicative man-months for each both key and non-key personnel as required in the Clause 2.1.4 of the RFP document	In general, consultant will provide the relevant CVs of existing experts for evaluation. After award of contract only consultant will confirm the experts list and if required local experts also. Hence please may not insist the same CVs for execution.	RFP conditions shall prevail
24	Duration for completion of works Clause No.1.3 Page 46	Duration for completion of works for component (A) to (D): 24 +6 Months	Incase project extends beyond the mentioned time schedule for any reasons not attributable to the Project Engineer, what is the additional payment would the project engineer be entitled to. Please confirm.	RFP conditions shall prevail
25	Development Period Clause No. 5.4 Page 53	The Project Engineer shall review any modified Drawings or supporting Documents sent to it by the Concessionaire and furnish its comments within 10 (ten) days of receiving such Drawings or Documents. Upon reference by the NMCG/BIPCC, the Project Engineer shall review and; comment on the EPC Contract or any other contract for construction, operation and maintenance of the Project, and furnish its comments within 10 (ten) days from receipt of such reference from the NMCG/BIPCC	Please modify the period to 14 days of receiving such drawings / Documents / Reports	RFP conditions shall prevail
26	Indicative man-months for each both key and non-key personnel as required in the Clause 2.1.4 of the RFP document Clause No.13.4 Page 60	Team Leader cum Project Manager! - 1 No. x 36 man months Senior Engineer Civil! - 1 No. x 36 man months ! one personnel should be at available at site at all the times.	We presume that either Team Leader cum Project Manager or Senior Engineer - Civil should be at available at site at all the times. Please clarify.	Yes. Bidder understanding is correct.
27	Approval of Personnel Clause No.4.3 Page 81	Approval of Key Personnel regarding	In the event of any listed Key Experts needing replacement after award of contract, an equivalent expert with similar qualification shall be positioned after approval of BIPCC / NMCG without any restriction mentioned in clause No. 2.26.1 & 2.26.2. For such approvals shall be accorded within 14 days of receipt thereof. Please confirm.	RFP conditions shall prevail
28	Liquidated Damages for error/variation Clause No. 7.2.1 Page 85	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 (L.D) levied towards any error or variation is detected in the reports submitted by the Project Engineer at a maximum of 20% of the Agreement Value is very high. We request you to consider L.D at a maximum of 10% of the Agreement value.	RFP conditions shall prevail
29	Statuary clearances		Please provide status of Environmental Clearance (E.C) from MoEF & CC and Consent To Establish (CTE) from UPPCB for upgradation of CETP Project.	Relevant permissions shall be available as and when required.
30	Land Availability		Please confirm land availability and ownership for additional project components.	Land is available with BIPCC.

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31	Price Schedule No. 3 in Price Schedule	Quantity for Man-month	In clause No. 13.4 page No. 59 of RFP state that Man-months are indicative and bidders are expected to have own assessment considering the scope of work. However, the Quantity of Man-month given in the e-bid price schedule format (Macro enabled excel sheet) has been found to be locked and can't be modified. Hence it is requested to unlock the Column No. (3) in the price schedule for enable bidder to enter required man-months for submitting competitive quote	RFP conditions shall prevail
32	2.1.4 Key Personnel Page 12 to 15	Team Leader cum Wastewater Expert M.Tech with graduation in public health/ civil/ Chemical/ Environmental Engineering Minimum 20 years' experience in water/wastewater sector with 5 years relevant experience as Team Leader/Deputy Team Leader in planning, design, execution of Industrial wastewater projects which should include min. 2 projects Experience in tannery effluent treatment / CETP projects.	We request client to update the required qualification and experience as below: • Graduation in Engineering/ Post-graduation in Public Health/Civil/ Environmental/E&I Engineering or Equivalent. • Should have Sewage/Wastewater Technology/ water technology/ CETP/ STP expert with more than 12 years of overall experience, of which about 2 years of experience should be as a Team Leader or 3 years as Deputy Team Leader in similar projects. He should have undertaken planning, design, and supervision of construction/ Construction for at least 2 Eligible Assignment. Kindly confirm	Please refer to Addendum 1
33		Deputy Team Leader M.Tech degree in Civil/ Environmental Engineering Minimum 15 years' experience in water/wastewater sector with 5 years relevant experience as Deputy Team Leader/Senior Engineer in planning, design, execution of Industrial wastewater projects which should include min. 2 projects Experience in tannery effluent treatment / CETP projects	We request client to update the required qualification and experience as below: Graduation in Engineering/ Post-graduation in Public Health/Civil/ Environmental/E&I Engineering or Equivalent • Should have Sewage/Wastewater Technology/ water technology/ CETP/ STP expert with more than 10 years of overall experience, of which about 2 years of experience should be as a Team Leader or 3 years as Deputy Team Leader in similar projects. He should have undertaken planning, design, and supervision of construction/ Construction for at least 2 Eligible Assignment. Kindly confirm.	RFP conditions shall prevail
34		Process Engineer M.Tech degree in Civil/ Chemical/ Environmental Engineering	Minimum 10 years' experience in water/ wastewater sector with 5 years relevant experience as Process Engineer in planning, design, execution of Industrial wastewater projects which should include min. 2 projects Experience in tannery effluent treatment / CETP/ STP projects.	RFP conditions shall prevail
35		O & M Engineer Post-Graduation/ Graduate in Civil/Mechanical/ Must be a STP / CETP Operational Engineer with at least 10 years of overall experience in Municipal domestic wastewater treatment facilities of which at least 2 years in Operational & Management at STP / CETP.	Graduate in Civil/Mechanical/E&I We understand that for consideration of Eligible assignment for O & M Engineer, projects will also include Water Treatment Plant of the capacity mentioned therein in addition to clause 3.1.4. • Kindly confirm	RFP conditions shall prevail
36	2.14.2 Sr. No. (K) Page 25	No Key Personnel should have attained the age of 63 (Sixty-Three) years at the time of submitting the proposal	Considering vast experience of professionals, we request client to relax age limit of Key Personnel upto 68 (Sixty-Eight) years at the time of submitting the proposal having sound physical health.	RFP conditions shall prevail
37	2.26.2 Page 30	For substitutions against reasons other than mentioned above, a sum - upto 5% (Five per cent) of the remuneration specified for the original Key Personnel may be deducted from the payments due to the Project Engineer. In the case of a further substitutions hereunder, such deduction shall be up to 10% (Ten per cent) of the remuneration specified for the original Key Personnel for each substitution.	Considering the pandemic situation and reshuffling of experts in changing market, we request you to amend this clause to replace the expert with better education and experience in case of substitution and no financial deduction should occur.	RFP conditions shall prevail

S. No.	Tender Reference	Description as per Tender	Queries/clarifications	Reply
38	3.1.3 Clause 3 Page 31	Relevant Experience of Applicant for Project Management Consultancy Services for implementation supervision of tannery-based Industry ETPs Experience in Bid / Contract Management, Project Implementation Supervision and Testing & Commissioning Supervision of minimum 1.5 MLD capacity Leather Industry Effluent Treatment Plant (ETP) as a single contract	Relevant tannery based may be revised to ETPs. Experience.....1.5 MLD capacity Leather Industry Effluent Treatment Plant (ETP) may be revised to Effluent Treatment Plant (ETP) as a single contract	RFP conditions shall prevail
39	3.1.3 clause 5 Page 32	Experience in Project Implementation Supervision, Testing and Commissioning Supervision of Zero Liquid Discharge (ZLD) system with Reverse Osmosis (R.O) and Reject Management System (RMS) for Industrial Effluent Treatment Plant (IETP) as a single contract. Maximum marks will be given for ZLD projects executed in Tannery industry. For other than Tannery wastewater maximum 5 marks will be awarded.	The specific clause favors the restricted bidder/s as combination of other experience with ZLD in tannery along with Reject management has not been done in many projects in India. Additionally, PE is not the design consultant and its experience should be measured for managing the Programme / Project / Contract with similar kind of projects executed in India and not with specific. In view of the above, ZLD in STP / ETP may also be considered.	RFP conditions shall prevail
40	6.6 Page 54	The Project Engineer shall inspect the Construction Works and the Project as and when necessary and submit a report of such inspection (the "Inspection Report"),	We understand that construction supervision is not in scope of Project Engineer and only inspection shall be carried out once in a month or as necessary.	Supervision of construction as per TOR is Part of assignment.
41	6.22 Page 55	Project Engineer shall ensure that the Contractor shall meet the Guaranteed Interim Availability of the existing facility within 30 days from the Effective Date of the CETP Project Agreement.	We understand that Concessionaire is appointed by BIPCC/NMCG and thus this clause shall be accordingly modified.	RFP conditions shall prevail
42	7.7 Page 56	The Project Engineer shall regularly verify the report submitted by the Contractor on the tests conducted at the Inlet Point, the Outlet Point or at any other point at the Facilities for the Digested Sludge. Separately, the Project Engineer shall also have the right to take random samples of the incoming Sewage, the Digested Sludge and the Treated Effluent at any time during the O&M Period to test compliance with the Influent Standards and the Discharge Standards.	We understand that Wastewater quality sampling is not in the scope of Project Engineer and project engineer can only recommend based on the reports provided by Concessionaire. Alternatively, an option of provisional sum can be provided for all bidders	RFP conditions shall prevail
43	General	Review period for design and drawings submitted by concessionaire	It is mentioned that Project engineer shall review the submittals by concessionaire within 07 days of receipt. We understand that it is to be reviewed within 07 working days.	RFP conditions shall prevail
44	12.4 Page 58	Upon completion of its assignment hereunder, the Project Engineer shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to the NMCG/ BIPCC or such other person as the NMCG/ BIPCC may specify and obtain written receipt thereof. Two copies of the said documents shall also be furnished in their editable digital format or in such other medium or manner as may be acceptable to the NMCG/BIPCC	We understand that project Engineer shall retain the drawings and documents received from the concessionaire and shall handover as it is to NMCG/ BIPCC. Project Engineer shall in no way be responsible to convert the hard copy drawings into digital format. Kindly confirm.	RFP conditions shall prevail. PE shall assure collection and deposit of the designs and drawings in digital format from the concessionaire.
45	12.7 Page 59	The project Engineer shall develop & maintain a project website and with the approval of NMCG/BIPCC post from time to time, information (textual and Audio- Visual) on project progress on a continuous basis. On completion of services as per this RFP document, the website with all necessary technical information shall be handed over to BIPCC	We understand that Project Engineer shall only assist client in developing of website and all the costs related to website development, domain and annual maintenance charges are borne by client. Kindly Confirm.	During construction and operation the PE shall bear all the costs till it is handed over to the client.

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46	13.4 Page 60	Proposed no. of Experts and man-days	We understand that this table gives cumulative no. of man months required for complete contract and no. of experts as stated in Clause 2.1.4 shall be the binding no. of experts and team leader, whereas it may increase or decrease as per work requirements.	RFP conditions shall prevail
47	2.7 Page 71	Definition of Force Majeure	<p>Kindly include into the list of events COVID-19 like pandemic which could impact the working of the project activities due to resulting lockdowns and similar situations as per the advisory issued by Central Government. Suggested clause may be reviewed for consideration:</p> <ul style="list-style-type: none"> • The parties acknowledge that the situation concerning the Covid-19 virus and the uncertainty it creates may affect the fulfilment of the parties' obligations under this Contract. The consequences of the Covid-19 virus, as well as the consequences of the instructions and recommendations given and to be given by the government in this respect, or measures taken and to be taken by the government (hereinafter jointly referred to as: Government measures), have therefore not been taken into account in the offer. [unless otherwise indicated in the offer] • The parties mutually declare that the consequences of the situation concerning the Covid-19 virus constitute a circumstance that cannot be attributed to the Consultant and that the Consultant is entitled to any necessary extension of the term and reimbursement of costs in respect of those consequences. The parties will continue to consult with each other as much as possible during the performance of the work and will inform each other of any disruptive and/or delaying circumstances with respect of the performance of the Contract and discuss the possible consequences thereof for the progress of the Contract. If the work has to be performed at an agreed location (hereinafter referred to as: Site) and this work does not take place at the Site, or does not take place on time or at all, due to or because of the Government measures, the Client and the Consultant shall identify the risks of visiting and/or carrying out the work at the Site, discuss the possibilities and the Client shall ensure adequate safety measures prescribed by the government and/or the end customer and/or the Consultant pursuant to the Government measures. <p>The Consultant may suspend and/or terminate the Contract in whole or in part and is not liable for any penalty and/or damage resulting from this if: a. The Government measures make further execution of the Contract wholly or partly impossible. b. the Consultant and/or the government qualifies the relevant Site or part thereof as a 'high risk area' because of the Covid-19 virus and/or the Government Measures</p>	The list of events printed in clause 2.7.1(a) also comprise "Pandemic"
48	Clause 6.3 Page 86	A Mobilisation Advance for an amount upto 10% (ten per cent) of the Agreement Value shall be paid to the Project Engineer on request and against a Bank Guarantee from a Scheduled Bank in India in an amount equal to such advance, such Bank Guarantee to remain effective until the advance payment has been fully set off as provided herein. The advance outstanding shall attract simple interest @ 10% (ten per cent) per annum and shall be adjusted in eight equal instalments from the first eight payments due and payable to the Project Engineer during construction period and the accrued interest shall be recovered from the ninth instalment due and payable thereafter	We suggest to amend this clause to remove 10% interest and update bank interest so as for healthy cash flow of consultant and completion of services in a timely manner. Please confirm.	RFP conditions shall prevail

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49	7.2 Page 84	<p>Liquidated Damages for error/variation</p> <ul style="list-style-type: none"> In case any error or variation is detected in the reports submitted by the Project Engineer and such error or variation is the result of negligence or lack of due diligence on the part of the Project Engineer, the consequential damages thereof shall be quantified by the NMCG in a reasonable manner and recovered from the Project Engineer by way of deemed liquidated damages, subject to a maximum of 20% (twenty per cent) of the Agreement Value In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Project Engineer, suitable extension of time shall be granted. 	<ul style="list-style-type: none"> We understand that the amount of liquidated damages in any case shall not go beyond 10% of total contract value. Please confirm. We suggest to remove the said clause from the contract as in where project engineer is dependent over concessionaire for completion of work, project engineer shall not be penalised for weekly delays. 	RFP conditions shall prevail
50	1.8 Page 10	Last date & time for submission (upload) of online bidding document (Proposal Due Date or PDD)	The client is requested to allow a 4-week time from the date of uploading clarifications on the website for preparation and submission of quality proposal.	RFP conditions shall prevail