

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

F.No: Pc-11011/3/2020-NMCG (Tender ID: 2020\_NMFCG\_573049\_1)

Dated: 19<sup>th</sup> August 2020

**Addendum No.1**

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

S.No.	RFP Clause No.	Original Clause		Revised Clause	
1.	Clause 1.8-Schedule of Selection Process Page 10	8. Bid Submission end date & time	24 <sup>th</sup> Aug 2020 from 12:00 Hrs.	8. Bid Submission end date & time	3 <sup>rd</sup> Sep 2020 from 12:00 Hrs.
		9. Last date & time for downloading the RFP	24 <sup>th</sup> Aug 2020 from 12:00 Hrs.	9. Last date & time for downloading the RFP	3 <sup>rd</sup> Sep 2020 from 12:00 Hrs.
		10. Last date & time for submission (upload) of online bidding document (Proposal Due Date or PDD)	24 <sup>th</sup> Aug 2020 from 12:00 Hrs.	10. Last date & time for submission (upload) of online bidding document (Proposal Due Date or PDD)	3 <sup>rd</sup> Sep 2020 from 12:00 Hrs.
		11. Opening of Technical Proposals through e-procurement portal	25 <sup>th</sup> Aug 2020 from 12:30 Hrs.	11. Opening of Technical Proposals through e-procurement portal	4 <sup>th</sup> Sep 2020 from 12:30 Hrs.
		12. Last date & time for submission of EMD, PoA, Joint Bidding Agreement in Hard (Physical) Copies (Offline Mode)	31 <sup>st</sup> Aug 2020 from 12:00 Hrs.	12. Last date & time for submission of EMD, PoA, Joint Bidding Agreement in Hard (Physical) Copies (Offline Mode)	11 <sup>th</sup> Sep 2020 from 12:00 Hrs.
2.	Clause 2.1.4.1, Key Experts, S.No.3, Senior Engineer (Civil)	<b>Qualification and Expertise required</b> Should have more than 10 years of experience, of which about 5 years should be in sewage treatment		<b>Qualification and Expertise required</b> Should have more than 10 years of experience, of which about 5 years should be in sewage treatment	

S.No.	RFP Clause No.	Original Clause	Revised Clause
	Page 13	<p>plant works.</p> <p>He should have undertaken planning design and supervision of construction / Review and Monitoring of construction/ construction of at least 2 Eligible Assignments. For consideration of Eligible assignment for Senior Mechanical Engineer in accordance with Clause 3.1.4, projects will also include Water Treatment Plant of the capacity mentioned therein.</p>	<p>plant works.</p> <p>He should have undertaken planning design and supervision of construction / Review and Monitoring of construction/ construction of at least 2 Eligible Assignments. For consideration of Eligible assignment for <b>Senior Engineer (Civil)</b> in accordance with Clause 3.1.4, projects will also include Water Treatment Plant of the capacity mentioned therein.</p>
3.	Clause 2.1.4.1, Key Experts, S.No.8, O&M Engineer Page 15	<p><b>Qualification and Expertise required</b></p> <p>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 &amp; Management at STP.</p> <p>He should have undertaken at least 2 Eligible Assignments.</p>	<p><b>Qualification and Expertise required</b></p> <p>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 &amp; Management at STP.</p> <p>He should have undertaken at least <b>1 Eligible Assignment.</b></p>
4.	Clause 2.1.4.1, Non Key Experts, S.No.1, Safety Engineer Page 15	<p><b>Qualification and Expertise required</b></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>	<p><b>Qualification and Expertise required</b></p> <p><b>Must be a licensed/registered Safety Engineer or with a Post Graduate Diploma in Fire Engineering and Industrial Safety Management.</b></p> <p><b>The personnel shall have more than 7 years of overall experience in the field of infrastructure/industrial safety.</b> He should have undertaken at least 2 Infrastructure/<b>Industrial</b> Projects in the capacity of Safety Expert.</p>
5.	Clause 2.1.4.1, Non Key Experts, S.No.2, Support Engineer (Civil) Page 15	<p><b>Qualification and Expertise required</b></p> <p>For Graduate Engineers: Should have more than 5 years of experience, in sewage treatment plant works.</p> <p><u>For Diploma Engineers:</u> Should have more than 10 years of experience, in sewage treatment plant works</p>	<p><b>Qualification and Expertise required</b></p> <p>For Graduate Engineers: Should have more than 5 years of experience, in sewage/<b>water</b> treatment plant works.</p> <p><u>For Diploma Engineers:</u> Should have more than 10 years of experience, in sewage/<b>water</b> treatment plant works</p>
6.	Clause 2.2.3, Page 17	The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors <sup>1</sup> stating its	The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors <sup>1</sup> stating its

S.No.	RFP Clause No.	Original Clause	Revised Clause
		total revenues from professional fees during Financial Year 2016-17, 2017-18 and 2018-19 and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.	total revenues from professional fees during Financial Year 2016-17, 2017-18 and 2018-19 and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder. <b>If any bidder is unable submit the certificate from the statutory period along with the bid due to current COVID pandemic, such bidder may submit a self-certified Form-5. However, before opening of financial proposal the certificate from the statutory auditor in Form-5 shall have to be submitted to NMCG. Failing which the bid will be termed as non-responsive.</b>
7.	Clause 3.1.3, Table, s.no.4 (i), Page 34	<b>Team Leader cum Waste Water Expert</b> Maximum Marks: 80 Number of Eligible Assignments: 80 points Up to 2 assignments: 25 3-5 assignments: 40 More than 8: 80	<b>Team Leader cum Waste Water Expert</b> Maximum Marks: 80 Number of Eligible Assignments: 80 points Up to 2 assignments: 25 3-5 assignments: 40 <b>6-8 assignments: 60</b> More than 8: 80
8.	Clause 3.1.3, Table, s.no.4 (x), Page 35	<b>O&amp;M Engineer-1</b> Maximum Marks: 30 Number of Eligible Assignments: 30 points Up to 2 assignments: 10 3-5 assignments: 20 More than 5: 30	<b>O&amp;M Engineer-1</b> Maximum Marks: 30 Number of Eligible Assignments: 30 points <b>Up to 2 assignments: 20</b> <b>More than 2: 30</b>
9.	Clause 3.1.3, Table, s.no.4 (xi), Page 35	<b>O&amp;M Engineer-2</b> Maximum Marks: 30 Number of Eligible Assignments: 30 points Up to 2 assignments: 10	<b>O&amp;M Engineer-2</b> Maximum Marks: 30 Number of Eligible Assignments: 30 points <b>Up to 2 assignments: 20</b>

S.No.	RFP Clause No.	Original Clause	Revised Clause
		3-5 assignments: 20 More than 5: 30	<b>More than 2: 30</b>
10.	Clause 3.4.4, Page 37	-	A bidder who has been awarded with three or more Project Engineer assignments from NMCG, shall not be eligible to submit the 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.
11.	TOR, Para 2.1, a, ii, Muzaffarnagar, Page 45	<p><b>Sewage Treatment Plant:</b></p> <ul style="list-style-type: none"> <li>• Development of 22 MLD STP</li> <li>• Augmentation of 32.50 MLD Waste Stabilization Pond to 65 MLD</li> </ul> <p><b>Associated Infrastructure:</b></p> <ul style="list-style-type: none"> <li>• Construction of 1 no. Main Pumping Station (MPS) of 27 MLD, 1 no. Intermediate Pumping Station (IPS) of 8.36 MLD</li> <li>• Renovation of 4 existing Sewage Pumping Station (SPS) – 2nos. MPS of 30 MLD and 33 MLD, 2 no. IPS of 30 MLD and 28 MLD</li> <li>• Construction of Interception &amp; Diversion (I&amp;D) works – 08 Nos.</li> <li>• Laying of 1560 m of I&amp;D Works</li> <li>• Laying of 4350 m of rising main</li> </ul>	<p><b>Sewage Treatment Plant:</b></p> <ul style="list-style-type: none"> <li>• Development of 22 MLD STP</li> <li>• Development of 32.50 MLD STP</li> </ul> <p><b>Associated Infrastructure:</b></p> <ul style="list-style-type: none"> <li>• Construction of 1 no. Main Pumping Station (MPS) of 27 MLD, 1 no. Intermediate Pumping Station (IPS) of 8.36 MLD</li> <li>• Construction of one no. of IPS 20 MLD</li> </ul> <p>Construction of Interception &amp; Diversion (I&amp;D) works – 05 Nos.</p> <ul style="list-style-type: none"> <li>• Laying of 1530 m of I&amp;D Works</li> <li>• Laying of 3000 m of rising main</li> </ul>
12.	Terms of Reference Paragraph 6.22 Page 52	Project Engineer shall ensure that the Concessionaire shall meet the Guaranteed Interim Availability of the existing UP Jal Nigam Area STPs and associated infrastructure within 30 days from the Effective Date of the Concession Agreement.	Deleted
13.	Terms of Reference Paragraph 7.15 Page 54	The Project Engineer shall undertake sewage flow sampling, as and when required by the NMCG/ UP Jal Nigam, under and in accordance with the provisions of this agreement.	The Project Engineer shall undertake sewage flow sampling, as and when required by the NMCG/ UP Jal Nigam, under and in accordance with the provisions of this agreement. <b>Cost if any will be reimbursed as per actuals.</b>

S.No.	RFP Clause No.	Original Clause	Revised Clause								
14.	Terms of Reference Paragraph 13.4 Page 57	Table Header <table border="1" data-bbox="763 188 1424 284"> <tr> <td colspan="2" data-bbox="763 188 1424 236">Man-Days</td> </tr> <tr> <td data-bbox="763 236 1093 284">Construction Period</td> <td data-bbox="1093 236 1424 284">O&amp;M Period</td> </tr> </table>	Man-Days		Construction Period	O&M Period	Table Header <table border="1" data-bbox="1447 188 2112 316"> <tr> <td colspan="2" data-bbox="1447 188 2112 236">Man-Days</td> </tr> <tr> <td data-bbox="1447 236 1776 316">Construction and Development Period</td> <td data-bbox="1776 236 2112 316">O&amp;M Period</td> </tr> </table>	Man-Days		Construction and Development Period	O&M Period
Man-Days											
Construction Period	O&M Period										
Man-Days											
Construction and Development Period	O&M Period										
15.	Draft Contract Clause 2.7, Force Majeure, 2.7.1, Definition, (a), Page 69	For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.	For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, <b>pandemic</b> , fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.								
16.	Draft Contract Clause 6.3 (a), Page 82	A Mobilisation Advance for an amount upto 10% (ten percent) of the Agreement Value shall be paid to the Project Engineer on request and against a Bank Guarantee from a Scheduled Bank in India in an amount equal to such advance, such Bank Guarantee to remain effective until the advance payment has been fully set off as provided herein. The advance outstanding shall attract simple interest @ 10% (ten per cent) per annum and shall be adjusted in eight equal instalments from the first eight payments due and payable to the Project Engineer during construction period and the accrued interest shall be recovered from the ninth installment due and payable thereafter. The Project Engineer may choose to replace the bank guarantee with reduced amount equivalent to balance outstanding and interest thereof	A Mobilisation Advance for an amount upto 10% (ten percent) 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 <b>interest at the rate of SBI MCLR (yearly)</b> per annum <b>at the time of recovery</b> and shall be adjusted in eight equal instalments from the first eight <b>monthly/milestone</b> 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								

S.No.	RFP Clause No.	Original Clause	Revised Clause
		subject to the condition that 50% of the mobilization advance has already been recovered.	equivalent to balance outstanding and interest thereof subject to the condition that 50% of the mobilization advance has already been recovered.
17.	Draft Contract, Performance Security Clause 7.1.1(a), Page 83	For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 10% (ten per cent) of the Agreement Value (the “Performance Security”); provided, however, that the Project Engineer shall be required to provide a Performance Security in the form of a bank guarantee substantially in the form specified at Annex-5 of this Agreement.	For the purposes of this Agreement, performance security shall be deemed to be an amount equal to <b>5% (five per cent)</b> of the Agreement Value (the “Performance Security”); provided, however, that the Project Engineer shall be required to provide a Performance Security in the form of a bank guarantee substantially in the form specified at Annex-5 of this Agreement.
18.	Draft Contract, Clause 7.2.2, Liquidated Damages for delay, Page 83	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.	In case of delay in completion of Services, liquidated damages not exceeding an amount equal to <b>0.1% (zero point one per cent)</b> 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.
19.	Draft Contract Annex-4, Payment Schedule Note no.3, Page 90	Mobilisation Advance upto 10% (ten per cent) of the total Agreement Value shall be paid on request against Bank Guarantee of a Scheduled Bank. This shall attract 10% (ten per cent) simple interest per annum and shall be adjusted against the first 4 (four) bills in four equal instalments and the accrued interest will be recovered from the 5th (fifth) bill.	Mobilisation Advance upto 10% (ten per cent) of the total Agreement Value shall be paid on request against Bank Guarantee of a Scheduled Bank. This shall simple attract <b>interest at the rate of SBI MCLR (yearly) per annum at the time of recovery</b> and shall be adjusted <b>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.</b>
20.	Appendix-I, Form 5, Financial Capacity of the Bidder, Page 105	Old Form	<b>Revised Form</b> attached with this Addendum.
21.	Appendix-I, Form 7 Page 108	1.Understanding of TOR (not more than two pages) 2.Methodology and Work Plan (not more than three pages)	1.Understanding of TOR (not more than two pages) 2.Methodology and Work Plan (not more than <b>five</b> pages)

APPENDIX-I

Form-5

**Financial Capacity of the Bidder**  
(Refer Clause 2.2.2 (B))

<b>S. No.</b>	<b>Financial Year</b>	<b>Income from Professional Fees (Rs./US \$ in million)</b>
1.		
2.		
3.		

**Certificate from the Statutory Auditor<sup>\$</sup>**

This is to certify that ..... (name of the Bidder) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

<sup>\$</sup> In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

If any bidder is unable submit the certificate from the statutory period along with the bid due to current COVID pandemic, such bidder may submit a self-certified Form-5. However, before opening of financial proposal the certificate from the statutory auditor in Form-5 shall have to be submitted to NMCG. Failing which the bid will be termed as non-responsive.

**Note:** Please do not attach any printed Annual Financial Statement.