

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

RFP No. Pc-11011/6/2021-NMCG dt.23.12.2021 (Tender ID: 2021\_NMFCG\_664800\_1)

Dated: 10<sup>th</sup> January 2022

**Responses to Pre Proposal/Bid Queries**

**Sub: Selection of Project Engineer for the Development of Sewage Treatment Plants (STPs)& associated Infrastructure and Operation and maintenance of all assets for 15 years in Bareilly, Faizabad Town in Ayodhya and Farrukhabad-Fatehgarh, State of Uttar Pradesh Under Hybrid Annuity based PPP mode**

S.No.	Bidder Name	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
1.	EGIS	Qualification and Expertise Required Safety Expert, Page no. 15	<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>The personnel shall have more than 7 years of overall experience in the field of infrastructure/industrial safety. He should have undertaken at least 2 Infrastructure/Industrial Projects in the capacity of Safety Expert.</p>	<p>We hereby request to revise the clause as per requirements of earlier PE RFP as below:            “Must be a licensed or registered Safety Engineer in the field of infrastructure works with more than 7 years of overall experience. He should have undertaken at least 2 Infrastructure Projects in the capacity of Safety Expert”</p>	As per RFP document
2.	EGIS	Clause 2.1.4.2, Page no. 16	<p>Each bidder shall submit exclusive Key Personnel for the assignment against the positions of Team Leader cum Waste Water Expert and Senior Process Engineer.</p> <p>The Key Personnel proposed for these positions shall not give consent to multiple bidders. If it is found that consent has been given to multiple bidders, the bid will be termed as non-responsive and the</p>	<p>We hereby request to relax the mentioned clause regarding non-responsiveness of proposal in case of multiple consent by an expert.</p> <p><b>Please consider.</b></p>	As per RFP document

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			appropriate action will be taken against the erring Key Personnel.		
3.	EGIS	Clause 2.2, Page no. 16	<b>Conditions of Eligibility of Bidders</b>	We understand that group credentials shall be considered for eligibility purpose. <b>Please confirm.</b>	Yes, subject to submission of certificate of associate and compliance to Clause 2.2.5 and 2.2.6 of the RFP document.
4.	DHV	Page 26 Clause 2.14.32 Sr. No. (k)	No Key Personnel should have attained the age of 63 (Sixty-Three) years at the time of submitting the proposal; and	The Client is requested to kindly revise the age to 65 years. Kindly consider.	As per RFP document
5.	EGIS	Clause 2.26.2 Page no. 31	<b>Substitution of Key Personnel</b> Such substitution shall ordinarily be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the NMCG. For substitutions against reasons other than mentioned above, a sum - upto 5% (Five per cent) of the remuneration specified for the original Key Personnel may be deducted from the payments due to the Project Engineer. In the case of a further substitutions hereunder, such deduction shall be up to 10% (Ten per cent) of the remuneration specified for the original Key Personnel for each substitution. However, NMCG reserve the right to waive off the deduction in fee on the basis of merits of the case.	We hereby request to relax the mentioned clause regarding deduction of remuneration.  <b>Please consider.</b>	As per RFP document
6.	DHV	Page 32, Clause 2.30	Commencement of Assignment The Project Engineer shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement	The Client is requested to allow adequate time for commencement of services. It is requested that the Project Engineer be allowed to	As per RFP document

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				commence the Services at the Project site within 30 (Thirty) days of the date of the Agreement	
7.	EGIS	Clause 2.30, Page no. 32	<b>Commencement of assignment</b>	We hereby request to provide 30 days for start of services at the project site.  <b>Please consider.</b>	As per RFP document
8.	EGIS	3.1.4 Eligible Assignments, Page no. 35	<b>Eligible Technical Consultancy Assignments:</b> For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, Project Management Consultancy (PMC)/Detailed Design/ Design Engineering construction supervision consultancy /Owner's Engineer/ consultancy assignments for the following projects shall be deemed as eligible assignments (the " <b>Eligible Technical Assignments</b> "): (i) Sewerage Schemes or Sewerage Systems that includes at least one 25 MLD Sewage Treatment Plant (STP)/Effluent Treatment Plant/Common Effluent Treatment Plant. <b>Experience in PPP projects:</b> Every Eligible Technical Assignments undertaken by the Applicant in project management consultancy/advisory/design engineering/Owner's Engineer/ consultancy assignments in Sewerage Schemes or Sewerage Systems including Sewage Treatment Plants undertaken through any form of Public Private Partnership (PPP)	We hereby request to consider WTP projects as eligible technical consultancy assignments.	As per RFP document

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			mode will be counted as 2(two) for evaluation under clause 3.1.3.		
9.	DHV	Page 44, Clause 2	Terms of Reference Scope of the Project	Kindly confirm if the Financial closure has already been achieved by the concessionaire and what is the present status of the projects.	<u>Bareilly STP HAM Project</u> Concession agreement has been executed on 16.09.2021.  <u>Faizabad,Ayodhya STP HAM Project</u> Award issued on 03.01.2022. Concession agreement is yet to be executed. <u>Farrukhabad-Fatehgarh STP HAM Project</u> Concession agreement has been executed on 30.12.2021.
10.	EGIS	Terms of Reference, Scope of the Project, Page no. 44	Development of STPs	We understand that land for STPs and associated infrastructure is available. <b>Kindly confirm.</b>	Yes
11.	DHV	Page No. 56 Clause 12.7	The project Engineer shall develop & maintain a project website and with the approval of NMCG/UP Jal Nigam 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 UP Jal Nigam	The Client is requested to kindly clarify whether The Project Engineer to develop three separate websites or a single website?  Please clarify	Separate websites required for each projects
12.	EGIS	13. Time and Payment Schedule Page no. 57	A. During Development Period for Bareilly/ Faizabad Town Ayodhya/ Farrukhabad-Fatehgarh	We hereby request to increase the payment during development period as 10% instead of 6% to maintain the cash flow.	As per RFP document

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				<b>Please consider.</b>	
13.	EGIS	13. Time and Payment Schedule Page no. 57	In case the 'Effective Date' for the project procurement has been declared before six months, the Project Engineer is eligible for the payment of entire 6% of the value of contract payable during construction period after deducting the payment already made.	Kindly elaborate in case of delay in declaration of effective date beyond 6 months? We understand that PE will be eligible for payments under construction period? <b>Please confirm.</b>	Please refer to para 13.5 of ToR, page no.58.
14.	EGIS	13. Time and Payment Schedule Page no.	In case of delay in completion of construction for reasons attributable to concessionaire/UPJN for a period beyond of 3 months from the scheduled date of construction completion, the Project Engineer will be paid on pro-rata basis of the fee quoted for construction, for such extended period.	We understand that in case of delay of commencement of works of complete project or particular site/ package (s) beyond 3 months after selection of PE on the project for reasons not attributable to PE, following will be considered:  <ol style="list-style-type: none"> <li>1. Waive off replacement penalty for key experts of respective site/ package(s)</li> <li>2. Payments on pro-rata basis to Project Engineer for such period.</li> </ol>	As per RFP document. However, NMCG may consider such requests on the merits of the case, as and when such as situation arises.
15.	DHV	Page 56-57 Clause 13.2	Time and Payment Schedule	We understand that the payment to the Consultant will be made separately for each of the towns. Kindly confirm.	Yes
16.	DHV	Page 56-57 Clause 13.2	Time and Payment Schedule A maximum of 6% of the value of contract payable during the construction period will be paid to the Project Engineer during the development period irrespective of the time taken.	The Client is requested to kindly increase the percentage to a maximum of 10% to keep the cash flow healthy if the effective date gets delayed. Please confirm	As per RFP document

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17.	EGIS	2.9 Termination of Agreement, Page no. 72	2.9.1 By the NMCG (f) as the result of Force Majeure, the Project Engineer is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or	We hereby request to waive off the clause of termination for reasons beyond the control of Project Engineer. <b>Kindly consider.</b>	As per RFP document
18.	EGIS	2.9 Termination of Agreement, Page no. 73	2.9.1 By the NMCG (g) the NMCG, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.	We hereby request to waive off the clause and equal rights be given to the consultant. <b>Kindly consider.</b>	As per RFP document
19.	EGIS	Clause 7.2, Page no. 84	<b>Liquidated Damages</b>	We request that the total liquidated damages indicated under Clause 7.2 be limited to 10% of the Consultancy Contract value. <b>Kindly consider and confirm.</b>	As per RFP document
20.	DHV	General	Regarding Establishing of Offices at Project Site	The Client is requested to clarify whether the Consultant to establish offices at all three project locations. Please Clarify	Bidder is required to establish office for each locations.
21.	DHV	General	-	We assume for all the STPs the effluent discharge parameters are as per latest/NGT guidelines. <b>Kindly Confirm</b>	As per relevant concession agreement.
22.	DHV	General	-	We understand the technology for all STPs shall be as per concessionaire agreement only. The Consultant have to review the same in line with CPHEEO manual. <b>Kindly Confirm</b>	As per relevant concession agreement.
23.	DHV	General	-	Land for STPs is already acquired. <b>Kindly Confirm</b>	Yes

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24.	DHV	General	-	Position of <b>Office Manager cum Document Controller</b> can be added in the RfP to facilitate the team at site.	As per RFP document.
25.	DHV	General	Bid Submission End date 27th January 2022	The Client is requested to kindly extend the bid submission to minimum 3 weeks after providing pre-bid clarifications.	As per RFP document.
26.	MACE	General	-	With reference to the subject tender, Due to the prevailing pandemic condition and the completion of existing NMCG projects is expected to get certificate in view of completion, we request you to extend the submission date for minimum period of 15 working days considering wider participation	As per RFP document.
27.	EGIS	Submission of bid, Page no. 1	Last Date & Time for Online Receipt of Bids	Considering the scale of project, request for <b>an extension of at least 3 weeks</b> after receipt of response to pre-bid queries for the submission of the proposal.	As per RFP document.
28.	EGIS	General	<b>Insurance Requirement</b>	For the Insurance perspective, request you to kindly insert the following clauses:  <b>Insurance to be taken by the Project Engineer.</b>  The Project Engineer shall take the	As per RFP document.  Bidders may make their own assessment as per extant laws/ regulations.

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				<p>following Insurance coverage in favour of NMCG:</p> <p>a) Professional indemnity insurance, with a minimum coverage equivalent to the total amount of consultancy fees to be paid by the NMCG to the Project Engineer.</p> <p>b) Third Party liability insurance, with a minimum coverage of INR 5 lakhs.</p> <p>c) Employer's liability and workers' compensation insurance in respect of the Personnel of the Project Engineer and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Project engineer's property used in the performance of the Services, and (iii) any documents prepared by the Project Engineer</p>	



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				<p>in the performance of the Services.</p> <p><b>The Project Engineer may take the above insurance coverage under its existing umbrella insurance policies and submit certificate of coverage to the NMCG at the time of Contract Agreement.</b></p>	