

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

Tender No.: Pc-11011/2/2022-NMCG [2022_NMFCG_705985_1]
Pc-11011/5/2022-NMCG [2022_NMFCG_706067_1]
Pc-11011/4/2022-NMCG [2022_NMFCG_706030_1]

Dated: 08th September 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 (i) Agra, Uttar Pradesh (ii) Meerut, Uttar Pradesh and (iii) North Barrackpore, West Bengal, under Hybrid Annuity Based PPP Mode

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
1.	Page 34, 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 kindly The Project Engineer shall commence the Services at the Project site within 30 (Thirty) days of the date of the Agreement	As per RFP document
2.	Page 17 2.1.14.2	Each bidder shall submit exclusive Key Personnel for the assignment against the positions of Team Leader cum Waste Water Expert and Senior Process Engineer.	We understand that no exclusive consent is required from other personnel's apart from Team leader and Senior Process Engineer. And thus that team can be repeated by multiple consultants. Please confirm	Bidder understanding is correct.
3.	Page 26 Point (k)	no Key Personnel should have attained the age of 55 (Fifty-Five) years on the date of publication of NIT; and	Considering vast experience of professionals, We request client to relax age limit of Key Personnel upto 65 (Sixty-Five) years at the time of submitting the proposal having sound physical health. Kindly confirm	Please refer to Addendum no. 1
4.	Page 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	The Client is requested to kindly change to a maximum of 10% to keep the cash flow moving for PE if the effective date gets delayed. Please confirm	No change.

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5.	Page 61 Duration of project	The Consultancy shall in any case be deemed to be completed upon expiry of 5 (five) years from the Effective Date, unless extended by mutual consent of the UP Jal Nigam and the Project Engineer.	We understand the total duration for the assignment shall be 3 years 6 months (6 months development period, 2 years of construction and 1 year operation for STP) including the time taken by UP Jal Nigam in providing the requisite documents or in conveying its comments on the Draft Reports. Kindly confirm the intent of said clause for expiry of contract upon expiry of five years.	The proposed engagement is only 3 years 6 months (6 months development period, 2 years of construction and 1 year operation for STP) as detailed in Schedule-I, ToR, para 13.1 of the RFP document.
6.	Page 85 Clause 7.2.1	Liquidated Damages for error/variation 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.	We understand that the amount of liquidated damages in any case shall not go beyond 10% of total contract value. Please confirm.	RFP clause is self-explanatory.
7.	Page 81 Clause 4.4	Maximum of three substitutions of Key Personnel on account of resignation shall be applicable without penalty during the entire contract period	Considering the recovery from 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.	As per RFP document
8.	Page 85 Clause 7.2.2	Liquidated Damages for delay In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.1% (zero point one per cent) of the Agreement Value per day...	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 penalized for daily delays or it should be for weekly delays instead of daily delays.	As per RFP document
9.	General		We assume for all the STPs the effluent discharge parameters are as per latest/NGT guidelines. Else this is an issue at later stage. Kindly Confirm	As per concession agreement of the respective projects.
10.	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. Kindly Confirm	Yes.

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11.	General	10. Assistance in Dispute resolution	Land for STPs is already there and approved. Kindly Confirm	Major land parcels are available to start the work, other shall be ensured during condition precedent achievement phase.
12.	General		The Client is requested to please confirm whether same team can be proposed for all three packages? Kindly confirm	Yes
13.	General	Bid Submission End date 12th Sep 2022	The Client is requested to kindly extend the bid submission to minimum 3 weeks after providing pre-bid clarifications.	Please refer to Addendum no. 1
14.	QCBS	Ratio of Technical Proposal and Financial Proposal, shall be 0.70 and 0.30 respectively	Considering the technical nature of the assignment, it is suggested that the evaluation be improvised to QCBS 80:20 instead of the stipulated QCBS 70:30. Please confirm.	As per RFP document
15.	Clause 2.14.2	(k) No key personnel should have attained the age of 55 (fifty five) years on the date of publication of NIT	We request you to please revise the maximum age limit of for proposed Key staff from 55 years to 63 years as these projects required highly experienced and skilled team members. Also, Kindy note that as per earlier NMCG RFP issued for similar nature of consultancy works, age limit for Key experts was mentioned as 63 years. Request you to kindly consider the same. This will help to maintain a healthy competition in bidding process which ultimately is going to entail the benefit to the department and all stakeholders.	Please refer to Addendum no. 1
16.	Clause 13.4	Project-wise expected man-days for each both key and non-key personnel :	Expert man-days scheduled in the table, need to have payments at par with the work done from home or on site, subject to limitation of minimum relevant staff on site. Project Engineer shall certify the involvement in the project categorized in two parts, one on site and other from home, in case of each expert.	The engagement of Project Engineer is output/ deliverable based, which may include onsite and offsite engagement of Key Personnel. The Bidder may make his own assessment in accordance with scope of work, duration and man-

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			This will also enable the consultant to manage the resources throughout the period of the Contract which in turn will benefit the Project. Please confirm that these man-days comprise both deployment at site and home office.	days mentioned in the RFP document.
17.	Clause 2.14.2 and Clause 3.1.3	CV's of both key Personnel and Non-key Personnel have been included. The scoring criteria to be used for evaluation shall be as follows.	As per evaluation criteria only CV's of Key staff will be evaluated, we understand that CVs of Non Key Experts need not be submitted at this stage in the proposal. The same need to be submitted during contract negotiation stage. The same practice was adopted in earlier NMCG bids for Banthar and Unnao CETP projects. Request you to kindly confirm the same.	As per RFP document
18.	Clause 7.2.1	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 not justifiable in case of Engineer, actually it may be in case of Concessionaire. Engineer may not have the administrative control over the activities, but he has to certify the technical performance as soon as possible. Delay or the losses in the project may be more related to the concessionaire. Please limit the LD to the extent of 5% only.	As per RFP document
19.	1.8 Schedule of Selection Process Page no. 10	8. Bid Submission end date & time: 12th September 2022 up to 12:00 Hrs.	Considering the scale of project, request for an extension of at least 3 weeks after receipt of response to pre-bid queries for the submission of the proposal.	Please refer to Addendum no. 1
20.	Clause 2.1.4.2, Page no. 17	Each bidder shall submit exclusive Key Personnel for the assignment against the positions of Team Leader cum Waste Water Expert and Senior Process Engineer.	We hereby request to relax the mentioned clause regarding non-responsiveness of proposal in case of multiple consent by an expert.	As per RFP document.

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		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 appropriate action will be taken against the erring Key Personnel.	Please consider.	
21.	Clause 2.26.2 Page no. 33	Substitution of Key Personnel 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. Please consider.	As per RFP document.
22.	Clause 2.30, Page no. 34	Commencement of assignment	We hereby request to provide 30 days for start of services at the project site. Please consider.	As per RFP document
23.	Clause 7.2, Page no. 83	Liquidated Damages	We request that the total liquidated damages indicated under Clause 7.2 be limited to 10% of the Consultancy Contract value. Kindly consider and confirm.	As per RFP document
24.	Clause 2.2, Page no. 16	Conditions of Eligibility of Bidders	We understand that group credentials shall be considered for eligibility purpose.	Yes, subject to submission of certificate of associate and

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			Please confirm.	compliance to Clause 2.2.5 and 2.2.6 of the RFP document.
25.		Insurance Requirement	<p>For the Insurance perspective, request you to kindly insert the following clauses:</p> <p>Insurance to be taken by the Project Engineer. The Project Engineer shall take the 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 in the performance of the Services.</p> <p>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.</p>	<p>As per RFP document.</p> <p>Bidders may make their own assessment as per extant laws/regulations.</p>

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26.	Qualification and Expertise Required Safety Expert, Page no. 15	<p>Must be a licensed/registered Safety Engineer or with a Post Graduate Diploma in Fire Engineering and Industrial Safety Management.</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.</p> <p>He should have undertaken at least 2 Infrastructure Projects in the capacity of Safety Expert”</p>	Please refer to Addendum no. 1
27.	3.1.4 Eligible Assignments, Page no. 37	<p>Eligible Technical Consultancy Assignments: 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 “Eligible Technical Assignments”): (i) Sewerage Schemes or Sewerage Systems that includes at least one 25 MLD Sewage Treatment Plant (STP)/Effluent Treatment Plant/Common Effluent Treatment Plant.</p> <p>Experience in PPP projects: 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</p>	We hereby request to consider WTP projects as eligible technical consultancy assignments.	As per RFP document

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		through any form of Public Private Partnership (PPP) mode will be counted as 2(two) for evaluation under clause 3.1.3.		
28.	3.4 Combined and final evaluation Page No. 37	3.4.2 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows: $S = ST \times Tw + SF \times Fw$ Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.70 and 0.30 respectively.	Being a prestigious work of the Government of India, the project requires qualitative output and for same we request you to shortlist the bidders based on following combined and final evaluation score method: Tw: 0.80 and Fw: 0.20 Further, in past NMCG – PE proposal have been evaluated as per QCBS 80:20	As per RFP document
29.	2. Scope of the Project Page No. 45	Sewage Treatment Plants in Agra: <ul style="list-style-type: none"> • Development of 31 MLD STP(New) at Jaganpur • Development of 35 MLD STP(New) at Peelakhar • Development of 100 MLD STP(New) at Dhandhupura • Development of 10 number of Decentralized STPs of total Capacity 11.6 MLD. Associated Infrastructure: <ul style="list-style-type: none"> • Construction of 3Main Pumping Station (MPS) of 100 MLD, 35 MLD and 31 MLD • Construction of Interception & Diversion (I&D) Works –23 nos. • Laying of 2550m of sewer lines. • Laying of 9350 m of rising main 	There has been considerable delay in one of our project due to land litigation issues. Request you to confirm the availability of land for the all proposed STP and allied work.	Major land parcels are available to start the work, other shall be ensured during condition precedent achievement phase.
30.	2.14 Technical Proposal Page No. 26	(k) no Key Personnel should have attained the age of 55 (Fifty Five) years on the date of publication of NIT; and	Request you to increase the age limit of key personnel from 55 years to 65 years.	Please refer to Addendum no. 1
31.	General		As discussed during pre-bid meeting, we understand that CVs of key personnel working on our ongoing PE projects on intermittent basis can	Each projects are distinct. Hence bidders are requested to propose

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			<p>be considered for deployment on current proposals.</p> <p>Kindly confirm whether a Key personnel working on the existing Project Engineer work of NMCG can consent for the works i.e. 1. PE Agra STP Project (Rs. 842.25 Cr.); 2. PE North Barrackpore STP Project (Rs. 102.87 Cr.); and 3. PE Meerut STP Project (Rs. 363.78 Cr.)</p>	accordingly.
32.	General		<p>Since only one package will be awarded from the 3 packages i.e. 1. Agra STP Project (Rs. 842.25 Cr.); 2. North Barrackpore STP Project (Rs. 102.87 Cr.); and 3. Meerut STP Project (Rs. 363.78 Cr.), kindly confirm whether a bidder/consultant can keep a common team for all the mentioned 3 packages.</p>	Yes
33.	General		<p>Kindly clarify whether a Bidder can get more than 3 Project Engineer packages with NMCG.</p> <p>Meaning, if a Consultants is already working with NMCG in 3 Project Engineers Packages then he can bid for upcoming Project Engineer Packages of NMCG. Kindly Confirm.</p>	<p>Please refer to clause 3.4.4 of RFP document which is self-explanatory.</p> <p>No such restrictions in the present RFP.</p>
34.	Clause no: 2.20, Pg.No. 28 of the RFP	The Bidder shall furnish as part of its Proposal, a bid security of Rs. 25,00,000 (Twenty-Five Lakh only) in the form of Bank Guarantee 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"), returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Bidders as	<p>Considering the high frequency of tenders being submitted by the Consulting Firms, Large Amounts of EMD are processed on a daily basis. Considering this, we would request the client to kindly exempt the requirement to pay the Bid Security Fee or at least relax the amount by proportionating the EMD with the Tentative Contract value reducing t</p>	As per RFP document

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		required in Clause 2.25.1.		
35.	Clause No. 3.2, Pg.No. 37 of the RFP	Bidders ranked as aforesaid, shall be short-listed for financial evaluation in the second stage. However, if the number of such Bidders is less than two, the NMCG may, in its sole discretion, shortlist the Bidder(s) whose technical score is less than 70 (seventy) points even if such Bidder(s) do(es) not qualify in terms of Clause 3.1.1.	In view of the importance of the project and to ensure the selection of the best consulting firm we would like to request you to modify the evaluation ratio to (80:20). It could help in balanced importance to Quality Selection and Financial Feasibility for the project.	As per RFP document
36.	Clause no. 2.14.2, Pg.No. 26 of the RFP	No Key Personnel should have attained the age of 55 (Fifty Five) years on the date of publication of NIT;	We request you to kindly increase the age limit to 60 years	As per RFP document
37.	2.2.2, Financial Capacity	The Bidder shall have received a minimum revenue of Rs. 10 (Ten) crore or US \$ 5 (Five) million per annum from professional fees during any three Financial Years within the period of 2018-19, 2019-20, 2020-21 and 2021-22 . For the avoidance of doubt, professional fees hereunder refer to fees received by the Bidder for providing advisory or consultancy services (excluding Audit, Accounting, Taxation and Information Technology) to its clients for project development services/preparation of Detailed Project Reports (DPRs), Technical Feasibility Studies, Project Management Consultancy services, Third Party/Independent Engineer/Owners Engineer Services, Technical Audit services, Assessment of existing assets etc. for infrastructure projects	Since revenue/financial audits of FY 2021-22 are in still process, therefore we request you to kindly remove period of Financial Years 2021- 22.	RFP clause is self-explanatory. As per clause 2.2.2 (B), bidders are required to submit the financial information pertains to <u>any three Financial Years</u> within the period of FY 2018-19, 2019-20, 2020-21 and 2021-22.

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38.	3.4.2	Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows: $S = ST \times Tw + SF \times Fw$ Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.70 and 0.30 respectively.	We request you to kindly update the weights assigned to Technical Proposal and Financial Proposal, which shall be 0.80 and 0.20 respectively.	As per RFP document
39.	Section 2: Instructions to Bidders Clause 2.14: Technical Proposal Sub clause 2.14.2: While submitting the Technical Proposal, the Bidder shall, in particular, ensure that: Page no: 26	(k) no Key Personnel should have attained the age of 55 (Fifty-Five) years on the date of publication of NIT;	In order to submit the competitive proposal, we request you to consider the revision of age limitation and number of assignments for the team leader position. Considering minimum implementation period of 2 to 3 years in the similar assignment and it requires more than 25 years to get the full score in the eligible assignment and by that time the person would have crossed the age of 55 years. Hence the chances for identification of suitable team leader will become difficult. Hence we request you to revised the age limit to 65 years and maximum eligible assignment to 6 for all key personnel.	Please refer to Addendum no. 1
40.	Section 2: Instructions to Bidders Clause 2.20: Bid Security Sub clause 2.20.1: Page no: 29	The Bidder shall furnish as part of its Proposal, a bid security of Rs. 10,80,000 (Ten Lakh Eighty Thousand only) in the form of Bank Guarantee 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"), returnable not later than 30 (thirty) days from PDD except	The specified Bid security amount seems to be on the very high end. We request you to confirm and revise the Bid Security to Rs.2,50,000/-	As per RFP document

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		<p>in case of the two highest ranked Bidders as required in Clause 2.25.1. In the event that the first ranked Bidder commences the assignment as required in Clause 2.30, the second ranked Bidder, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (onehundred and twenty) days from PDD. The Selected Bidder's Bid Security shall be returned, upon the Bidder signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.</p>		
41.	<p>Section 3: Criteria for Evaluation</p> <p>Clause 3.4: Combined and final evaluation</p> <p>Sub clause 3.4.4:</p> <p>Page no: 38</p>	<p>National Mission for Clean Ganga has simultaneously invited Request for Proposal for the appointment of Project Engineer for (i) AgraSTP HAM project in Uttar Pradesh, (ii) Meerut STP HAM Project in Uttar Pradesh and (iii) North Barrackpore STP HAM project in WestBengal.</p> <p>Bidder turns out to be the highest ranked bidder for more than one project, the Bidder will be allocated with the project for which he has highest financial score (in case the bidder scored highest financial score as well in those projects, then the project in which the bidder having higher financial quote will be allocated).</p>	<p>As per the Clause 3.4.4, only one project will be awarded to the consultant even if they are qualified in more than one project,</p> <p>In such a case we request you to consider only one common Bid security instead of separate Bid securities even if the consultant applies for multiple projects.</p>	As per RFP document

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42.	Para 1.1.3 and Para 4, Role & Functions, Terms of Reference (TOR); Page No. 8.	As per para 1.1.3 "The draft Concession Agreement is available on the website". As per para 4 the Role & Functions of the Project Engineer have reference with the Concession Agreement.	Please share the weblink for Concession Agreement.	Relevant document is enclosed.
43.	2. Instructions to Bidders, Clause No. A. General, Sub-Clause No.2.1.4.1, S. No. 8, Page No. 15.	"O & M Engineer: Must be a STP Operational Engineer with at least 10 years of overall experience in wastewater treatment facilities of which at least 2 years in Operational & Management at STP . He should have undertaken at least 1 Eligible Assignment."	Please consider Water Treatment Plant (WTP) project experience as well for the said position. Kindly confirm.	As per RFP document
44.	2.2 Conditions of Eligibility of Bidders. 2.2.2(B), Page No: 18.	(B) Financial Capacity: The Bidder shall have received a minimum revenue of Rs. 10 (Ten) crore or US \$ 5 (Five) million per annum from professional fees during any three Financial Years within the period of 2018-19, 2019-20, 2020-21 and 2021-22.	We request you to revise and update the criteria for Financial Capacity as following: The Bidder shall have received a minimum revenue of Rs.100 (Hundred) Crore or US \$12.5 Million per annum from professional fees during Financial Year 2018-19, 201920, 2020-21 and 2021-22. Please consider.	As per RFP document
45.	2.14 Technical Proposal. 2.14.2 (d), Page No: 26.	CVs of both key Personnel and non-key personnel have been included.	As CVs of Non-key personnel shall not be evaluated during evaluation of proposal, we request you to consider submission of CVs of non-key experts on award of consultancy. Please confirm.	As per RFP document
46.	2.14 Technical Proposal. 2.14.2 (g), Page no: 26.	"the CVs have been recently signed and dated by the respective Personnel and countersigned by the Bidder. Unsigned / countersigned CVs shall be rejected;	Please consider the signing of Curriculum Vitae (CV) by the authorized Representative of the Consultant only at this RFP stage and shall submit the duly signed CV of Experts on award of this Consultancy assignment. Kindly confirm.	As per RFP document
47.	2.14 Technical Proposal.	no Key Personnel should have attained the age of 55 (Fifty Five) years on the date of	Kindly consider the age limit of 60 Years. Kindly confirm.	Please refer to Addendum no. 1

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	2.14.2 (k), Page no: 26.	publication of NIT; and		
48.	2.16 Submission of Proposal. 2.16.7, Page No: 29.	"2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment and discharge of all obligations of the Consultant under the Agreement."	We request for Price Adjustment for every 12 months as per RBI indices. Please confirm.	As per RFP document. The Bidders may make their own assessment as per prevailing market/Economic conditions.
49.	2.20 Bid Security. 2.20.1, Page no: 29.	The Bidder shall furnish as part of its Proposal, a bid security of Rs. 10,80,000 (Ten Lakhs Eighty Thousand only) in the form of Bank Guarantee 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"), returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Bidders as required in Clause 2.25.1.	Kindly consider and accept submission of Bid Security Declaration instead of bank guarantee of EMD amount INR 10,80,000/-. Kindly confirm and share the Bid Security Declaration format.	As per RFP document
50.	2. INSTRUCTIONS TO BIDDERS, Clause No.2.30, Page No.34.	"Commencement of assignment: The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed."	Considering the uncertain Pandemic (COVID-19) situation, we request to revise clause as: "The Consultant shall commence the Services at the Project site within 15 (Fifteen) days of the date of the Agreement..." Please confirm.	As per RFP document
51.	3.1.4 Eligible Assignments Page No: 37.	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) mode will be counted as 2 (two) for evaluation under clause 3.1.3.	We understand from this clause that same Eligible Technical Consultancy Assignment will be counted twice i.e., as 2 (two) in number under relevant experience of key personnel as well, if it is undertaken through any form of PPP Mode. Please clarify.	Bidder understanding is correct.
52.	Para 4.5 of Terms	"If UP Jal Nigam/ NMCG intends to	We understand that this para is applicable for	Bidder understanding is not correct.

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	of Reference (TOR) Page 49.	replace the Project Engineer...of the intended replacement Project Engineer.”	replacement of the team member/ staff of the Project Engineer. Kindly confirm.	The referred provision is meant for replacement of Project Engineer.
53.	Para 4.5 of Terms of Reference (TOR) Page 49.	“...The UP Jal Nigam/ NMCG shall not replace the Project Engineer with a person against whom the Operator raises reasonable objection by notice to the UP Jal Nigam/ NMCG, with supporting particulars.”	Kindly clarify if Concessionaire/ Operator will have any kind of involvement in the replacement of Project Engineer or any of its team member/ staff.	As per RFP Document
54.	Para 6.22 of Terms of Reference (TOR) Page 52.	As per this para, the Project Engineer shall ensure that the Concessionaire shall meet the Guaranteed Interim Availability of the existing UP Jal Nigam Area STPs.	Kindly clarify if the Concessionaire is expected to do repairs, rehabilitation and O&M for meeting the Guaranteed Interim availability of the existing STPs.	Refer to Addendum No. 1.
55.	Clause 7.18.2 Page 55.	Assist in developing dovetailing partnerships with other schemes in the sewage sector like AMRUT, SMART City Mission and Swachh Bharat Mission to develop Synergistic plans.	Kindly provide in detail about the synergistic plans as mentioned in the RFP. Kindly provide the scope of mentioned Program in current RFP.	Project Engineer shall have to compile such detail of similar Synergistic plans in town and provide information as and when needed.
56.	4. Role and Functions, Page 56.	10. Assistance in Dispute resolution	Project Engineer's role under this clause shall only be limited to inputs on technical grounds. Please confirm.	Yes
57.	Clause 12.7 Page 57.	The project Engineer shall develop & maintain a project website and with the approval of NMCG/UP Jal Nigam post from time to time,shall be handed over to UP Jal Nigam.	Kindly clarify in detail about the scope of project website mentioned.	Please refer para 12.7, ToR of the RFP document, may refer https://www.varanasihamstp.in/ for the reference
58.	Clause 13.2 Page 57.	Payment is limited to 1% per month of the contract value for develop.....deployed for the month along with the submission of monthly progress report.	Please clarify the details of the reimbursable payment. The Reimbursable may be paid on monthly basis as per actuals after the submission of bills.	The bidder shall ensure all the costs associated with the assignment shall be included in the Financial Proposal. Please refer Clause 2.15.2 of the RFP document.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
59.	Para 13.2 (A) Payment Schedule, Page 57.	During Development Period “maximum of 6% of the value of contract (payable during the construction period)” is mentioned.	We understand that payables during Development Period shall be 6% of the total value of contract. The part “(payable during the construction period)” may please be removed.	As per RFP Document
60.	Para 13.2 (B) Payment Schedule. Page No. 58.	During construction period “The balance payment of the construction phase, if any, can be claimed during extended construction period, if applicable or along with last milestone payment.”	Kindly clarify if it is subject to man-days actually consumed only or else it is applicable to total man-days allowed but not consumed during construction period.	It is applicable to the expenditure envisaged but not utilized during the construction period.
61.	Para 13.4 Expected man- days. Page No. 59	Para 13.4 shows the expected engagement of various experts in ‘man-days’ whereas as per BOQ it shows in ‘man-months’.	We understand that it should be read in man-days everywhere. Please confirm.	Please refer to Addendum no. 1
62.	BOQ	This BOQ template must not be modified/replaced by the bidder rejected for this tender. Bidders are allowed to enter the Bidder Name and	Kindly clarify the column 4. Please revise the Mammoths to Man-days.	Please refer to Addendum no. 1
63.	BOQ Serial No 1.06	Senior Engineer (Electrical) Man-days -180	We understand the Mammoths (Shall be revised to Man days) is lesser seeing the scope of work. It shall be 365 days.	As per the RFP Document
64.	BOQ.	This BOQ template must not be modified/replaced by the bidder rejected for this tender. Bidders are allowed to enter the Bidder Name and	We have gone through the SOW of the proposal. Keeping the vast requirement of procurement, we propose the inclusion of procurement expert in the team.	As per the RFP Document
65.	2.8. Suspension of Agreement. Page No: 72.	The NMCG may, by written notice of suspension to the Project Engineer, suspend all payments to the Project Engineer hereunder if the Project Engineer shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide	Project Engineer may suspend its services under this Agreement if it is not paid as per Terms and conditions of this Agreement.	As per the RFP Document

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
		an opportunity to the Project Engineer to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Project Engineer of such notice of suspension.		
66.	3.4 Liability of the Project Engineer. 3.4.4 Page No: 78.	This limitation of liability specified in Clause 3.4.3 shall not affect the Project Engineer's liability, if any, for damage to Third Parties caused by the Project Engineer or any person or firm acting on behalf of the Project Engineer in carrying out the Services subject, however, to a limit equal to the Agreement Value.	We request you to consider the maximum Liability under this Consultancy contract to be limited to 5% of the Consultancy Contract amount.	As per the RFP Document
67.	3.9 Providing access to Project Office and Personnel. Page No: 80.	The Project Engineer shall ensure that the NMCG/UP Jal Nigam, and officials of the NMCG/UP Jal Nigam are provided unrestricted access to the Project Office and to all Personnel during office hours. The UP Jal Nigam/NMCG's official, who has been authorised by the NMCG in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Project Engineer and verify the records relating to the Services for his satisfaction.	Requesting the client to provide space with all basic amenities for setting up of project office. Kindly consider.	As per the RFP Document
68.	4.4 Substitution of Key Personnel, Page no: 81.	In the case of a further substitutions hereunder, such deduction shall be 10% (Ten per cent) of the remuneration specified for the original Key Personnel for each substitution. However, NMCG reserves the right to waive off the deduction in fee on the basis of merits of the case.	We request you to DELETE this clause, due to the current volatile market condition	As per the RFP Document.
69.	4.5, Page No: 81.	4.5 Working hours, overtime, leave, etc.	Please provide the working days in a month to be considered for payment and also working hours per day.	The assignment is deliverable based and bidder may make their own assessment.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
70.	6.3 (a), Mode of billing and payment. Page No: 83.	Mobilization 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 at the rate of SBI MCLR (yearly) per annum at the time of recovery and shall be adjusted in four equal instalments from the first four monthly/milestone payments due and payable to the Project Engineer during construction period and the accrued interest shall be recovered from the fifth installment due and payable thereafter.	We request you to consider interest free mobilization advance payment.	As per the RFP Document.
71.	7.2 Liquidated Damages 7.2.1, Liquidated Damages for error/variation Page No: 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.	We request that the limit for Liquidated Damages for error / variation to a maximum of 5% (Five percent) of the Agreement Value.	As per the RFP Document.
72.	7.2 Liquidated Damages 7.2.2 Liquidated Damages for delay Page No: 85.	In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.1% (zero point one per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be	We request you to consider as: Liquidated Damages for delay: In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.1% (zero point one per cent) of the Agreement Value per week.	As per the RFP Document.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
		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.		
73.	General.	General. National Mission for Clean Ganga has simultaneously invited Request for Proposal for the appointment of Project Engineer for (i) Agra STP HAM project in Uttar Pradesh, (ii) Meerut STP HAM Project in Uttar Pradesh and (iii) North Barrackpore STP HAM project in West Bengal.	Kindly clarify if it is permissible to propose the same team of experts for all three packages.	Yes
74.	General.	General.	Kindly consider Including the following in the Format of Agreement Schedule: VALIDITY OF COMPENSATION - The compensation as detailed in this Contract shall remain valid upto *. Should the Consultant's services for its' scope of work under this Contract get extended beyond this date due to any reasons not under the control or responsibility and hence not attributable to TCE, the said compensation for remaining portion of TCE's scope of work to be performed during the extended period shall be escalated at ** percent per calendar year or part thereof.	As per RFP document.
75.	General.	General.	Kindly consider Including the following in the Format of Agreement Schedule The Bidder has considered ___ no. of revisions and ___ no. of hard copy deliverables in its' quoted price. Any additions to it shall be charged extra.	As per RFP document.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
76.	General.	General.	<p>Kindly consider Including the following in the Format of Agreement Schedule</p> <p>INDEMNITY - Either Party shall indemnify the other Party and its officers, directors, employees or agents against the adverse effects of all claims including claims by third parties which arise out of or in connection with this Agreement including any made after the completion or the termination of this Agreement.</p>	As per RFP document.
77.	General.	General.	<p>Kindly consider Including the following in the Format of Agreement Schedule</p> <p>ADDITIONAL SERVICES – Consultant shall make available on CLIENT's request such services as may be mutually agreed between CLIENT and Consultant in addition to those described in this Agreement. The terms and conditions for such additional services shall be mutually agreed upon between CLIENT and The Consultant. Consultant shall not commence any work on Additional services till the Consultant receives an official written communication to proceed with such services with clearly defined scope & commercial implications.</p> <p>Further, if the Consultant is required to re-do certain services which are already totally or partially complete due to reasons such as instructions from CLIENT or changes in data/documents/information provided by CLIENT or his vendors or Consultant or changes in design codes, standards, statutory rules and regulations or any other reasons not attributable to the Consultant, Consultant shall be compensated by CLIENT for such re-work on such terms and conditions as shall be mutually agreed upon</p>	As per RFP document.

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
			between the CLIENT and Consultant. The Consultant shall not commence any work on re-doing such services till the Consultant receives an official written communication to proceed with such work with clearly defined scope.	
78.	General.	General.	Please also confirm whether GST is applicable for this Consultancy assignment.	Evaluation will include GST. In the BOQ, the GST rate has been considered as 18%. The payment will be as per applicable rate.
79.	Online Submission End Date.	12.09.2022, 12:00 PM	Kindly consider extending the last date for bid submission by at least 3 weeks from the receipt of Minutes of the Pre-bid meeting and Response to all Bidders' Queries. Kindly consider.	Please refer to Addendum no. 1
80.	2.20 Bid Security, Clause 2.20.1, page no. 29	The Bidder shall furnish as part of its Proposal, a bid security of Rs. 10,80,000/- (Ten Lakh Eighty Thousand only) in the form of Bank Guarantee issued by one of the Nationalised/ Scheduled Banks in India in favour of the National Mission for Clean Ganga payable at New Delhi	We would like to bring your kind notice that with reference to the Ministry of Micro, Small & Medium Enterprises, Government of India, "the companies/ firms registered under Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by the Ministry of Micro, Small and Medium Enterprises (MSME), Government of India are exempted from furnishing cost of Tender Fee and Earnest Money Deposit (EMD) " Also, as per the latest guidelines of Government of India, Ministry of Finance dated 12.11.2020, no provisions regarding Bid Security should be kept in the Bid Documents in future and only Provision for Bid Security Declaration should be kept in the Bid Documents. Therefore, we request your kind consideration for providing exemption towards Earnest Money Deposit/ Bid Security to the companies/ firms (with MSME certification in India) participating in this tender. The exemption will be provided on submission of necessary proof of registration in MSME, Govt. of India.	Please refer to Addendum no. 1

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
			Furthermore, in previous bids of PE from NMCG, the relaxation to Bid security is given on submission of 'Bid Security Declaration' Therefore, we request you to provide relaxation to Bid Security on submission of 'Bid Security Declaration' Please confirm.	
81.	General	Joint Venture/ Consortium partners	We understand that registration in India for a JV partner is not compulsory. Please confirm.	Bidder understanding is correct.
82.	Clause 2.1.4.2, Page 17	Each bidder shall submit exclusive Key Personnel for the assignment against the positions of Team Leader cum Waste Water Expert and Senior Process Engineer. 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 appropriate action will be taken against the erring Key Personnel.	We hereby request to relax the mentioned clause regarding non-responsiveness of proposal in case of multiple consent by an expert since ensuring key personnel does not give consent to multiple parties is not in bidder's control. Please consider.	As per RFP document
83.	Clause 2.26.2, Page 33	Substitution of Key Personnel 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	We hereby request to relax the mentioned clause regarding deduction of remuneration. Please consider.	As per RFP document

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
		remunerationspecified for the original Key Personnel for each substitution. However, NMCG reservethe right to waive off the deduction in fee on the basis of merits of the case.		
84.	Clause 2.30, page no. 34	Commencement of assignment The Project Engineer shall commence the Services at the Project site <u>within 7 (seven) days</u> of the date of the Agreement, or such other date as may be mutually agreed.	The Client is requested to allow adequate time for commencement of services. It is requested that the Project Engineer be allowed to commence the Services at the Project site <u>within 30 (Thirty) days</u> from the date of the Agreement. Please confirm.	As per RFP document
85.	3.1.4 Eligible Assignments, Page no. 37	Eligible Technical Consultancy Assignments: 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 "Eligible Technical Assignments"): 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 "Eligible Technical Assignments"): (i) Sewerage Schemes or Sewerage Systems that includes at least one <u>25 MLD Sewage Treatment Plant (STP)/ Effluent Treatment</u>	We request you to please consider the experience of Sewerage schemes or sewerage projects which also includes tertiary treatment plant (TTP) Please confirm.	As per RFP document

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
		<u>Plant/ Common Effluent Treatment Plant.</u>		
86.	Clause 3.1.3 / Table Sr. No.4(i), Page no. 35-36	No of eligible assignments.	Kindly reduce eligible assignments for maximum marks from more than 8 to more than 5. Kindly consider.	As per RFP document
87.	Clause 2, Page no. 45	Terms of Reference (TOR) for Project Engineer 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 project.	<u>Agra STP HAM Project</u> Concession agreement has been executed on 25.08.2022. Financial Closure is in process. <u>Meerut STP HAM Project</u> Concession agreement is yet to be executed. <u>North Barrackpore STP HAM Project</u> Concession agreement is yet to be executed.
88.	7.2 Liquidated Damages Page no. 83-84	7.2.1 Liquidated Damages for error/variation 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, <u>subject to a maximum of 20% (twenty per cent) of the Agreement Value.</u>	We request that the total liquidated damages indicated under the said clause be limited to <u>10% of the Consultancy Contract value.</u> Please consider and confirm.	As per RFP document.
89.	1.Introduction, Clause No.1.8: Schedule of Selection,	Bid Submission end date & time: 12th September 2022 up to 12:00 Hrs.	Considering the volume of bid submission, we request you to please extend the due date for bid submission by at least Three (3) weeks from the receipt of response to all Bidders'	Please refer to Addendum no. 1

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
	Page no. 10		Queries.	
90.			As per article 3.4.4 there are 3 projects namely- Agra, Meerut and North Barrackpore which are in bidding. It is understood that only one project out of these three can be allocated to one bidder. However, please clarify whether lead partner or associate partner both may be considered for second project if they are making consortium with other parties for other two projects.	As per the RFP Document
91.	Page 59, Clause 13.2 (B)		Payment of 40% is linked with contractor's progress. It will lead hefty investment from consultant and unbalance the cashflow. We request authority to reduce the progress linked payment up to 20%. It may serve the purpose of authority.	As per RFP document
92.	Page 29, Clause 2.20.1	The Bidder shall furnish as part of its Proposal, a bid security of Rs. 25,00,000 (Twenty-Five Lakh only) in the form of Bank Guarantee issued by one of the Nationalized/ Scheduled Banks in India in favour of the National Mission for Clean Ganga payable at New Delhi (the "Bid Security"), returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Bidders as required in Clause 2.25.1.	We request to accept the Exemption of Fees for MSME Certified firms Please add the MSME's Clause as: The exemption from payment of bid processing fee/tender fee and earnest money as bid security for Micro, Small and Medium Enterprises (MSMEs) will be as per the Public Procurement Policy notified by Ministry of Micro, Small and Medium Enterprises, Govt. of India and Rule 153 of GFR 2017. (exempted). OR Please accept in lieu of Bid Security a Provision Suggested Bid Security Declaration form considering an Exemption in Fees. Hence please furnish 'Bid Securing Declaration Form'.	Please refer to Addendum no. 1
93.	1.8 Schedule of Selection Process, Page 10	Last date & time for submission of proposal in e-procurement portal (Proposal Due Date or PDD) 12th September 2022 up	We request you to kindly extend the date of submission of Bid by atleast 21 days from the date of our query reply.	Please refer to Addendum no. 1

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
		to 12:00 Hrs.		
94.		<p>1.9 Pre-Bid visit to the Site and inspection of data</p> <p>Prospective Bidders may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below:</p>	-	<p>Bidder may visit the site with prior intimation to respective nodal officer.</p> <p>Date for site visit is given below:</p> <p>Agra – Monday 12/09/2022</p> <p>Meerut – Tuesday 13/09/2022</p> <p>North-Barrackpore – Wednesday 14/09/2022</p>