

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

RFP No.: Pc-11011/2/2023-SMD NMCG dated 16.01.2024

Dated: 1st February 2024

GeM Bid No.: GEM/2024/B/4492223

Corrigendum No.1

Sub: Request for Proposal for Selection of Project Management Consultant

S.No.	RFP Clause No.	Original Clause	Revised Clause												
1.	Clause 1.8-Schedule of Selection Process Page 8-9	<table border="1"> <tr> <td style="width: 50%;">4. Last date & time for submission (upload) of Proposal in GeM portal (Proposal Due Date or PDD)</td> <td style="width: 50%;">6th February 2024 up to 5:00 PM</td> </tr> <tr> <td>5. Last date & time for submission of EMD, PoA in Hard (Physical) Copies (Offline Mode)</td> <td>6th February 2024, up to 5.00 PM</td> </tr> <tr> <td>6. Opening of Technical Proposals through GeM portal</td> <td>6th February 2024, at 5.30 PM</td> </tr> </table>	4. Last date & time for submission (upload) of Proposal in GeM portal (Proposal Due Date or PDD)	6 th February 2024 up to 5:00 PM	5. Last date & time for submission of EMD, PoA in Hard (Physical) Copies (Offline Mode)	6 th February 2024, up to 5.00 PM	6. Opening of Technical Proposals through GeM portal	6 th February 2024, at 5.30 PM	<table border="1"> <tr> <td style="width: 50%;">4. Last date & time for submission (upload) of Proposal in GeM portal (Proposal Due Date or PDD)</td> <td style="width: 50%;">15th February 2024 up to 5:00 PM</td> </tr> <tr> <td>5. Last date & time for submission of EMD, PoA in Hard (Physical) Copies (Offline Mode)</td> <td>15th February 2024, up to 5.00 PM</td> </tr> <tr> <td>6. Opening of Technical Proposals through GeM portal</td> <td>15th February 2024, at 5.30 PM</td> </tr> </table>	4. Last date & time for submission (upload) of Proposal in GeM portal (Proposal Due Date or PDD)	15th February 2024 up to 5:00 PM	5. Last date & time for submission of EMD, PoA in Hard (Physical) Copies (Offline Mode)	15th February 2024, up to 5.00 PM	6. Opening of Technical Proposals through GeM portal	15th February 2024, at 5.30 PM
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2.	Clause 2.3.4 Page 19	An Bidder eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict	Deleted.												

S.No.	RFP Clause No.	Original Clause	Revised Clause
		of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the NMCG in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the NMCG in accordance with the rules of the NMCG. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.	
3.	Clause 2.14.2 Page 23	(d) CVs of both key Personnel and non-key personnel have been included.	(d) CVs of Key Experts have been included.
4.	Clause 2.21.2 Page 28	An amount equal to 10% (ten cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.	An amount equal to 5% (five percent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.
5.	Contract Clause 2.9.3, Cessation of rights and obligations, Page 69	Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.	Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5 , as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

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6.	Contract Clause 4.6, Page 78	<p>4.6 Resident Team Leader and Project Manager</p> <p>The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as Project Manager (the "Project Manager") who shall be responsible for day to day performance of the Services.</p>	<p>4.6 Team Leader</p> <p>The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel and shall be responsible for day to day performance of the Services.</p>				
7.	Glossary Section	Project Manager	Deleted				
8.	Contract Clause 7.1.1	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 Consultant shall be required to provide a Performance Security in the form of a bank guarantee substantially in the form specified at Annex-7 of this Agreement.	For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 5% (five percent) of the Agreement Value (the "Performance Security"); provided, however, that the Consultant shall be required to provide a Performance Security in the form of a bank guarantee substantially in the form specified at Annex-7 of this Agreement.				
9.	Annex-4 Reimbursable Expenses, s.no.3 Page 86	<table border="1" data-bbox="539 919 1312 1091"> <tr> <td data-bbox="539 919 1312 1007">Local Conveyance (office purpose) (On approval by the Client)</td> </tr> <tr> <td data-bbox="539 1007 1312 1091">Taxi @ Rupees Fifteen per kilometre (INR 14/ Km) or rates decided by NMCG</td> </tr> </table>	Local Conveyance (office purpose) (On approval by the Client)	Taxi @ Rupees Fifteen per kilometre (INR 14/ Km) or rates decided by NMCG	<table border="1" data-bbox="1339 919 2112 1091"> <tr> <td data-bbox="1339 919 2112 1007">Local Conveyance (office purpose) (On approval by the Client)</td> </tr> <tr> <td data-bbox="1339 1007 2112 1091">Taxi @ Rupees Fourteen per kilometre (INR 14/ Km) or rates decided by NMCG</td> </tr> </table>	Local Conveyance (office purpose) (On approval by the Client)	Taxi @ Rupees Fourteen per kilometre (INR 14/ Km) or rates decided by NMCG
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