

**NATIONAL MISSION FOR CLEAN GANGA**

**Pre-bid replies for Request for Proposal (RFP) for Appointment of Project Engineer for Implementation of 20 MLD Tannery Common Effluent Treatment Plant (CETP) upto Tertiary Treatment Along with Treated Sewage Dilution Facility for Jajmau Leather Cluster, Uttar Pradesh**

**RFP No.:T-05/2013-14/0204/NMCG-CETP Jajmau Vol-II (Part-5) Dated 29th January 2019**

**dated: February 12, 2019**



S.No.	Section / RFP Reference	Page No.	Section or Article No.	Question/Query/Clarification/Comment raised by Bidder	NMCG Response
1	Section 2.1.4 -Non-Key Experts – IT-MIS Expert	Page No. 16	BE in IT sector/ Post Graduate in IT	<p>The expected expertise required for this position can be met by any engineering / MBA expert with relevant experience. Therefore, the qualification for this position need not necessarily be only from the IT sector.</p> <p>Moreover, employing an IT graduate for MIS purpose may not be viable.</p> <p>Hence, the qualification can be mentioned as B.E / B.Tech / MBA with relevant experience as stated in the RFP. Please confirm.</p>	Please refer to Addendum 1.
2	Section 2.1.4 - Key Experts – Team Leader & Team Leader cum Deputy Project Manager	Page No. 14	M.Tech/Management degree with graduation in public health/ civil/ chemical	To add Environmental Engineering also as an option	Please refer to Addendum 1.
3	2.2 Conditions of Eligibility of Bidders	Page No. 18 – Point No. 2.2.2 (C)	The bidder should not be an engineering Procurement Construction (EPC) company and/or Original Equipment Manufacturer of equipment/ machineries) for ETP/CETP projects.	<p>The clause can be considered for replacement by:</p> <p>The bidder or its Associates should not be an engineering Procurement Construction (EPC) company and/or Original Equipment Manufacturer of equipment/ machineries) for ETP/CETP projects. Please Confirm.</p>	Please refer to Addendum 1.

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4	2.14 Technical proposal	Page No. 27 – Point No. 2.14. 2	<p>Point -f.- No alternative proposal for any key personnel is being made and only one CV for each position has been furnished.</p> <p>Point -h. the CVs shall contain an undertaking from the respective key personnel about his/her availability for the duration specified in the RFP</p> <p>Point j. Key personnel would be available for the period indicated in the TOR</p>	<p>Kindly note the following:</p> <p>1) While all Non Key experts shall be posted by the consultant as per requirements of the RFP, the respective names can be given only after award of contract since local experts/staff can be recruited only after Award of Contract.</p> <p>2) However, the CVs of Key experts who would be working in the project demonstrating the consultant’s credentials shall be submitted along with the RFP. While these experts would be managing the project and fulfilling their respective roles, they would not necessarily be required to be based full time at site.</p> <p>Kindly change Point-h and j accordingly.</p>	1&2) Please refer to Addendum 1.
5	2.26 Substitution of Key Personnel	Page No. 34, Point 2.26.1 & 2.26.2	Substitution of Key Personnel – Regarding	In the event of any of the listed Key Experts needing replacement during the project tenure, an equivalent expert with similar qualification shall be positioned after approval of NMCG WITHOUT ANY RESTRICTIONS MENTIONED IN Clause 2.26.1 and 2.26.2. However, the payment deductions proposed can be retained. Please confirm.	RFP conditions shall prevail
6	2.21 Performance Security	.	An amount equal to 10% of the Agreement Value shall be deemed to be the performance Security for the purpose of this clause, which may be forfeited and appropriated in accordance with the provision hereof	The Performance Criteria against the Performance Security is not defined.	RFP conditions at 2.21.1 and Schedule 1 shall be considered
7	13 Time and Payment Schedule	Page No. 51, Point No. 2.3 & Page No. 67, Point No. 13	Subject to the provisions of the TOR, the total duration of the assignment shall be three years	<p>1) The total duration of the assignment is to be changed to 2 years and 6 months and not three years.</p> <p>2) Also, in case the project extends beyond the mentioned time schedule for any reasons not attributable to the Project Engineer, what additional payments would the project engineer be entitled to? Please confirm</p>	<p>1) Please refer to Addendum 1.</p> <p>2) RFP conditions will prevail, refer schedule 2 clause 4.2 .</p>

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8	Appendix -1 / Form 8 – Abstract of Eligible Assignments of the Bidders	Page No 121	Certificate from the statutory Auditors	All necessary supporting documentary evidence such as workorder copy and completion certificate etc. shall be included as provided by the client. Hence, clause may considered to be waived.	Please refer to Addendum 1.
9	Appendix -1 Form -9 & 11	Page No 124	Abstract of Eligible Assignment of Key Personnel	Regarding Key personal details, the same would be covered in the respective CVs of the experts. Information as per an additional format as given in Appendix-1 for each of the key personnel would be difficult to obtain. Hence, please eliminate the same.	RFP conditions will prevail
10	Statutory Clearances	Additional	Regarding Statutory Clearances required for the project	<p>1) Are the statutory clearances required for the project, like land ownership transfer, EC, CTE, approval for pipeline laying, etc. in place?</p> <p>2) If they are not in place, would assisting the respective consultants on behalf of JTETA be in the scope of the Project Engineer?</p> <p>3) If the above assistance is required, what is the additional time frame being considered in this project?</p>	2 & 3) Refer Schedule 1 clause 2.7 (1)
11	Form – 2 Financial proposal (Sl. No. 8)	Page No 138	Total cost of consultancy including taxes (4+5+6)	It should be mentioned as “Total cost of Consultancy including Taxes (6+7)”, instead of “(4+5+6)”.	Please refer to Addendum 1
12	Section 1.8, Schedule of Selection Process	Page No 10	Proposal Due Date: 18th February 2019 (3:00 PM)	We request you to give time extension upto 28th February, 2019	RFP conditions shall prevail
13	Section 7.2.1 Liquidated Damages for error/variation.			<p>It is mentioned that the “liquidated damages, subject to a maximum of 10% (twenty per cent) of the Agreement Value”</p> <p>Kindly clarify whether the liquidated damages, subject to a maximum of 10% or 20% ?</p>	Please refer Addendum-1

S.No.	Section / RFP Reference	Page No.	Section or Article No.	Question/Query/Clarification/Comment raised by Bidder	NMCG Response
14	Page No. 14 Key expert (Team leader)			<p>Team Leader - M.Tech/Management degree with graduation in public health/ civil/ chemical</p> <p>Kindly clarify the Qualification of team leader M.Tech -Management health/ civil/ chemical ONLY [or] also eligible B.E/M.E public health/ civil/ chemical</p>	Please refer Addendum-1
15	Project Office			NMCG may clarify the land, electricity, water supply etc., for site office – should it be in NMCG scope	RFP conditions shall prevail, refer Appendix II, form-2
16	Conditions of Eligibility of Bidder	2.26.2, Page 34 and Clause 4.4 Page 90	The NMCG expects all the Key Personnel to be available during implementation of the Agreement. The NMCG will not consider substitution of Key Personnel except for reasons not attributable to the Project Engineer such as any incapacity, resignation or due to health. Such substitution shall ordinarily be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the NMCG. As a condition to such substitution, a sum up to 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 percent) of the remuneration specified for the original Key Personnel for each substitution.	This clause may please be deleted as there is always a reshuffling in the market and it's not possible to employ the same staff.	RFP conditions shall prevail

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17	Conditions of Eligibility of Bidders	2.30, 2.2 Page 35 and 79	Commencement of assignment  The Project Engineer 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. If the Project Engineer fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the NMCG may invite the second ranked Bidder for negotiations. In such an event, the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.	Commencement of assignment shall be modified as under to take care of time needed in mobilization of Key Staff;  'The Project Engineer shall commence the Services at the Project site within 21 (Twenty-one) days of the date of the Agreement or such other date as may be mutually agreed. If the Project Engineer fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the NMCG may invite the second ranked Bidder for negotiations. In such an event, the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.'	RFP conditions shall prevail
18	Criteria for evaluation	3.1.3 Page 36, 3.1.4 Page 38		1. We request following amendments as the experience of minimum capacity of 10 MLD CETP is not in line with CVC guide lines. This should be experience of having completed similar type of CETP with capacity;  I. One work of 16 MLD, or II. Two works of 12 MLD each, or III. Three works of 8 MLD each  2. Experience of minimum capacity as 1.5 MLD is not matching in line with the capacity of proposed plant of 20 MLD capacity. Request if it can be at least be as per SI. No. 1 or it may be deleted to consider as PQ and weightage.	RFP conditions shall prevail

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19	Criteria for evaluation	3.1.3 (5) Page 37		<p>We request for following changes in evaluation since the main work is of implementation 20 MLD CETP</p> <p>(i) Allocate 5 marks instead of 10 marks for evaluation of work under Clause 3.1.3 (5) Page 37.</p> <p>(ii) Allocate 10 marks instead of 5 marks for evaluation of work under Clause 3.1.3 (4) Page 36.</p>	Please refer to Addendum 1.
20	Criteria for evaluation	3.1.3 (8) Page 3	Key Personnel having suitable educational qualification and No. of years' experience shall be considered. Each Key Personnel as per list given in this RFP will be eligible for marking only if each of them is an existing employee of the Applicant	<p>The project requires some specialist expertise. To get the best expertise the consultants normally tie-up with professional firms. Some of them are not keen to come on consortium/JV basis/ as their role is very limited. It is requested that for some key staff positions, sub consultant CVs may be permitted.</p>	Please refer to Addendum 1.
21	TOR for Project Engineer	2.4.1 Page 52	Supervision, Monitoring and reporting for Operation and Maintenance Services carried out by EPC contractor for a period of 6 months from the date of completion of testing and commissioning/handing over of the plant by respective EPC Contractors of (i) PTU section of Individual Tannery Units at Jajmau Tannery Cluster (ii) Collection and Conveyance System, (iii) 900 KLD Capacity Common Chrome Recovery System and 20 MLD capacity Common Effluent Treatment Plant & 200 KLD Capacity ZLD Pilot Plant. The project engineer shall not be responsible for Operation & Maintenance services.	<p>Period shall be in conformity to Clause 17 Page 68 of TOR</p> <p>“The Consultancy shall in any case be deemed to be completed upon expiry of 3 (three) years from the Effective Date, unless extended by mutual consent of the JTETA and the Project Engineer”</p>	Please refer to Addendum 1

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22	TOR for Project Engineer	2. 6. K Page 53	If the delay in executing the project or any part of the project is due to the failure or non-receipt of information, details, plans, etc., from the Consultants, the responsibility for the time over run for the execution of the project shall lie with the Consultants and a penalty shall be imposed as per Schedule 2, Agreement Clause 7. 2. 2. However, it will not be levied due to delay in project implementation for which the Project Management Agency cannot be held responsible, such as delay in obtaining statutory clearances, issue of Work orders, payments to contractors by JTETA, handing over of the site by contractors etc.,	In critical drawings and review of major structure possible iterations may take time in interest of project. Reasons for such delay are beyond attributes of consultants. In view of the same, such penalty may please be deleted from Consultants scope.	RFP conditions shall prevail
23	TOR for Project Engineer	2. 6. l Page 53-54	The Consultants shall provide extra services, if any, essential for the successful implementation of the scheme. These shall comprise of works that are not included or covered under this agreement. However, any or all services that are in contravention of the standards, norms or requirements provided by the Authority, local Municipal bye-laws, etc., shall be to the account of Consultants, and redoing of all such works services shall not come in the purview of extra work	Please confirm that Project Engineer shall be paid extra for the works that are not included or covered under this agreement	RFP conditions shall prevail, refer clause 4.2 of schedule 2.
24	TOR for Project Engineer	4. 4, 4.5, 4.6, 5. 5, 6.3, 6.14 Page 58, 59, 62, 63	The Project Engineer shall review any modified Drawings or supporting Documents sent to it by the Contractor and furnish its comments within 10 (ten) days of receiving such Drawings or Documents	Please modify the period to 21 days within 21 (twenty-one) days of receiving such Drawings or Documents or reports.	RFP conditions shall prevail

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25	Agreement	1.11 Page 78 5.3 Page 91	Taxes and duties  Unless otherwise specified in the Agreement, the Project Engineer shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the NMCG shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.	Please confirm that Project Engineer shall be reimbursed for all new taxes imposed prior to submission of bids instead of 'after the date of this agreement'	Please refer Addendum 1.
26	Agreement	3.4.3 (ii)Page 87	for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Project Engineer may be entitled to receive from any insurance maintained by the Project Engineer to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.	'Clause 3.5.2, whichever of (a) or (b)' are not part of agreement. Please amend/incorporate.	RFP conditions shall prevail.
27	Agreement	2.4 Page 79	Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the NMCG; and (ii) the expiry of 5 (five) year from the Effective Date. Upon Termination, the NMCG shall make payments of all amounts due to the Project Engineer hereunder. Entire Agreement	Period shall be in conformity to Clause 17 Page 68 of TOR  "The Consultancy shall in any case be deemed to be completed upon expiry of 3 (three) years from the Effective Date, unless extended by mutual consent of the JTETA and the Project Engineer"	Please refer Addendum 1.
28	Schedule	Section 1.8, Page 11	Proposal Due Date or PDD	As this is high level project and for quality proposal, we request you to extend the bid due date by at least 4 weeks from date of response of pre bid queries.	RFP conditions shall prevail



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29		2.2.2 (E) Page No. 18 -	Financial Capacity: The Bidder shall have received a minimum average revenue of Rs.8 (Eight) crore from professional fees during the last 3 (three) financial years preceding the Proposal Due Date. For the avoidance of doubt, professional fees hereunder refers 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 water and waste water projects.	Financial Capacity: The Bidder shall have received a minimum average revenue of Rs.8 (Eight) crore from professional fees during the last 3 (three) financial years preceding the Proposal Due Date. The professional fees hereunder refers to fees received by the Bidder for providing Government consultancy services (excluding Audit, Accounting, Taxation and Information Technology) to its clients from Project Management Consultancy (PMC) of Industrial Infrastructure Projects.	RFP conditions shall prevail
30		Revised Notice Inviting Tender. Point No. 4 : EMD	Earnest Money Deposit (EMD): Rs. 16 Lakhs (Form of submission is not provided in the RFP document). In NIT, only amount is mentioned	Earnest Money Deposit (EMD): Rs. 16 Lakhs to be submitted in the form of BG or FDR (Considering tenure equivalent to bid validity plus 30 days).	Please refer Addendum 1.
31		Section 1.8	Proposal Due Date or PDD: 18thFebruary 2019 , 12.30 PM	Request to revise the bid submission date to provide minimum 5 weeks after receiving bid query responses. Also request cascading adjustments to dates for other events as a part of this tender submission. Considering the complexity of the project and to submit a detailed and comprehensive proposal with the intend to align right CVs for the prestigious job, we request you to please extend the last date of submission.	RFP conditions shall prevail
32				Please confirm, the Services of Project Engineer shall be performed at the site of the Project i.e. Kanpur. Further we would request you to kindly allow to segregate Man-months into Home and Field Office.	Please refer Addendum 1.