

Bid Corrigendum

GEM/2024/B/5634129-C4

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration
2. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of

this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)

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

GeM Bid No.: GEM/2024/B/5634129, Dated:21.11.2024
RFP No.: Pc-11011/1/2024

Dated: 18th December 2024

Response to Pre Proposal/Bid Queries

Sub: Selection of Project Engineer for Development of Sewage Treatment Plant (STP) & Associated Infrastructure and Operation and Maintenance of all assets for 15 years in Lucknow State of Uttar Pradesh under Hybrid Annuity based PPP Mode

S.No.	RFP Clause No.	Subject/RFP Clause	Bidder's Query	Response
1.	General Clause	Parent Organization Capability	The Consultants requests the client to allow subsidiary/group company to use credentials of the parent company wherein the parent has a minimum holding of 99% in the subsidiary/group company and vice versa. However, two group subsidiary companies/Sister Subsidiary Companies can use the credentials of their counterparts if they are subsidiary of same Parent Company. It is understood that the bidder can also use their group/parent company/subsidiary project/financial credentials as for MNC's registered in India are local representatives of their foreign counterpart to have better delivery mechanism. This will also allow pooling of competencies and resources to provide the best offer to you.	As per RFP

2.	Clause No. 1.8- Schedule of Selection Process Page no. 10 & GEM Bid Document	Bid Submission End Date & Time is 19-12-2024 17:00:00	We kindly request an extension of the submission deadline by two additional weeks.	Refer to Corrigendum No 1.
3.	RFP Cl. 2, A, 2.1.4.1-Key Expert, Sl. No.9, Page 15	Energy Auditor Expert: Minimum educational qualification and Discipline A certified energy auditor expert would have passed a national level certification examination administered by the Bureau of Energy Efficiency. Qualification and Expertise required He should have undertaken Energy audit for at least 2 projects in the Infrastructure sector.	Minimum educational qualification and Discipline We request you to kindly consider the P.G Diploma in Electrical Energy Management and Energy Audit at any University in India. Qualification and Expertise required Kindly Provide relaxation and consider the Key Professional who has good exposure in handling similar kind of Project .	Refer to Corrigendum No. 1
4.	RFP Clause 1.9 Page 10 of RFP	Pre-Bid visit to the Site and inspection of data Prospective Bidders may visit the Site and review the available data at any time prior to PDD.	With reference to Pre bid visit to the Site and inspection of data, we request to confirm the Date and time for visiting the site as per Nodal officer availability, kindly confirm.	As per RFP Cl. 1.9
5.	RFP Cl. 2, A, 2.1.4.1-Key Expert, Sl. No.9, Page 15	<u>Energy Auditor Expert:</u> Bachelor's Degree in Engineering (Electrical/ Electronics/ Electrical and Instrumentation) or equivalent. and A certified energy auditor expert would have passed a national level certification examination	We request you to kindly amend the clause as under – 9. Energy Auditor Expert Bachelor's degree in engineering (Electrical/ Electronics / Electrical and Instrumentation) or equivalent. Kindly confirm	Refer to Corrigendum No. 1

		administered by the Bureau of Energy Efficiency.		
6.	RFP Cl. 3.4.2, Page 41	Combined and final evaluation Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.75 and 0.25 respectively.	QCBS aims to ensure that projects are awarded to the bidder who offers the best value for money, considering both the quality of their proposal and the cost of their services. This method helps to prevent low-cost bids from being selected at the expense of quality. As previous tenders of NMCG was 0.70 and 0.30, but this time it is mentioned as 0.75 and 0.25 respectively. We assume quality criteria for selection should be improved. We request to accept the Section procedure for combined score for Technical and Financial proposal should be 0.80 and 0.20 for a quality bid.	As per RFP
7.	APPENDIX I- Form no:15., Page 122; Para 1	FORM OF BID SECURITY (BANK GUARANTEE) WHEREAS,..... (name of Bidder including names of all Joint Venture Participants) (hereinafter called "the Bidder") has submitted its Bid (hereinafter called the "Bid") dated (date) for the performance of (name of Contract).	As per standard industry practice, the Bid Security (EMD) in form of Bank Guarantee) is prepared in name of "Lead Member". We request to modify the line in Bank Guarantee format as below and allow at least 15 days from the date of Clarification to prepare Bank Guarantee. Please modify it as: WHEREAS (hereinafter called "the Bidder") has submitted its Bid (hereinafter called the "Bid") dated for the performance of (name of Contract).	In case of bid submitted by JV/Consortium the EMD can be prepared in the name of Lead Partner.
8.	RFP Cl. 1.8; sl. No.3, Page 10	Bid Submission end date & time: 19-12-2024 17:00:00	We request to allow as at least 15 working days from the date of Clarification to prepare the required documents and quality	Refer reply at Sl. No.2

			bid.	
9.	APPENDIX I- Form no:14- Certificate for Associate from Statutory Auditor, Page 121	Form-14 Certificate for Associate from Statutory Auditor	It is understood that the bidder can also use their group/parent company/subsidiary project/financial credentials as for MNC's registered in India are local representatives of their foreign counterpart to have better delivery mechanism. Kindly confirm.	As per RFP
10.	General	Participation of International Bidder	We request you to kindly confirm, if international bidder can participate and submit the proposal. Also request to clarify if international project experiences shall be considered.	As per RFP.
11.	General	Predatory Pricing/ Abnormally Low Bids	An Abnormally Low Bid is one in which the bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. When the lowest evaluated bid price appears to be abnormally low, NMCG shall undertake review process to identify abnormally low rates by comparing them with other substantially responsive bids. NMCG may at its discretion may reject such bids. Kindly confirm.	NMCG follows the extent rates of manual for procurement of consultancy & Other Services, June 2022 and General Financial Rules (GFR).
12.	RFP Cl. 2.2; 2.2.2, Page 18	To be eligible for evaluation of its Proposal, the Bidder shall fulfil the following: (A) Technical Capacity: The Bidder shall have, over the past 10 (ten) years preceding the PDD, has completed a minimum	Considering the nature and complexity of such assignments, we kindly request extending the experience window from 10 (ten) years to 15 (fifteen) years. This will allow more qualified bidders with a strong track record to participate, encouraging	As per RFP

		<p>of 3 (three) Eligible Technical Assignments in STP specified in Clause 3.1.3. The technical experience mentioned herein is the minimum eligibility criteria for completed projects for any Bidder. Over and above this Bidder may submit additional completed /ongoing projects for claiming the Technical Capacity in accordance with clause 3.1.3 of the RFP document. However ongoing 19 projects will be considered for evaluation only if the Bidder has received 80% of the professional fees /assignment value for the project.</p>	<p>greater competition and ensuring better technical solutions for the project.</p> <p>We believe this change aligns with the RFP's goal of selecting the most capable and experienced bidders while keeping the process fair and competitive.</p>	
13.	RFP Cl. 2.2.2 (A), Page 18	<p>Technical Capacity: The Bidder shall have, over the past 10 (ten) years preceding the PDD, has completed a minimum of 3 (three) Eligible Technical Assignments in STP specified in Clause 3.1.3. The technical experience mentioned herein is the minimum eligibility criteria for completed projects for any Bidder. Over and above this Bidder may submit additional completed /ongoing projects for claiming the Technical Capacity in accordance with clause 3.1.3 of the</p>	<p>Will you consider assignments completed in 2014 (any month) as the reference period of 10 years preceding the PDD.</p> <p>We suggest that if a project is completed in any month of 2014 , it should be considered as meeting this criteria.</p>	As per RFP.

		RFP document. However ongoing 19 projects will be considered for evaluation only if the Bidder has received 80% of the professional fees /assignment value for the project.		
14.	RFP Cl. 3.1.3 (A), Page 40	<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”):</p> <p>Sewerage Schemes or Sewerage Systems that includes 25 MLD Sewage Treatment Plant (STP)/Effluent Treatment Plant/Common Effluent Treatment Plant.</p>	<p>It is not clear whether the consultant should have completed all assignments (all 6 assignments) which should involve 25 MLD STP/ETP/CETP as a component within each assignment.</p> <p style="text-align: center;">OR</p> <p>It is acceptable if the consultant has completed at least 1 assignment out of 6 assignments which involves a 25 MLD STP/ETP/CETP among all the eligible assignments (with rest of the assignments with lesser capacity than 25 MLD also being eligible for consideration by the client).</p>	<ul style="list-style-type: none"> • An Assignment will be considered eligible only if it contains an STP of minimum 25 MLD capacity while complying with other criteria as per clause 3.1.3 • For the purpose of clause 2.2.2(A), the bidder should have at least 3 eligible assignments completed in the specified time frame to comply with technical eligibility criteria. • Additional completed/ongoing eligible assignments will be considered for evaluation as per criteria defined in clause 2.2.2 (A) and Clause 3.1.2 (2)
15.	RFP Cl. 13- Time and Payment Schedule; 13.1 Page 60	Subject to the provisions of Paragraph 13.1 of the TOR, The total duration for the assignment shall be 3 years 6 months	As the assignment title is given “SELECTION OF PROJECT ENGINEER for the Development of Sewage Treatment Plant (STP) & Associated Infrastructure and	A total of 1050 man days envisaged to be consumed in the 1 year of operation and maintenance period itself for STP.

		comprising of (a) 2-year 6 months construction period (6 months development phase, 2 years of construction phase) and (b) 1 year operation & maintenance period for STP, This include the time taken by U.P. Jal Nigam (Rural) in providing the requisite documents or in conveying its comments on the Draft Reports.	Operation & Maintenance of All Assets for 15 years in Lucknow State of Uttar Pradesh Under Hybrid Annuity Based PPP Mode”, kindly confirm that the whole of consultant input envisaged for different positions during O & M phase (a total of 1050 man-days) will be consumed in the 1 year of operation & maintenance period itself for STP and that it is not spread over the 15 year O & M period. If the input is spread over O & M Period, please provide distribution of inputs for different positions.	
16.	RFP Cl. 2.1.4- Energy Auditor Experts, Sl. No.9, Page 15	<p>Minimum educational qualification and Discipline: * Bachelor’s Degree in Engineering (Electrical/ Electronics/ Electrical and Instrumentation) or equivalent. * A certified energy auditor expert would have passed a national level certification examination administered by the Bureau of Energy Efficiency.</p> <p>Qualification and Expertise required: * Graduate engineer with 10 years of work experience involving use of energy in operation, maintenance, planning management, energy efficiency and energy conservation.</p>	For inclusion of competitive proposals, it is requested to relax the condition of BEE certification on the basis that many competent professionals are working with prominent companies without BEE certification. Request to consider Graduate engineer with minimum 08 years of work experience involving use of energy in operation, maintenance, planning management, energy efficiency and energy conservation.	Refer Corrigendum No. 1

		* He should have undertaken Energy audit for at least 2 projects in the Infrastructure sector.		
17.	RFP Cl. 2.14- Technical Proposal, 2.14.2 (d), Page 28	While submitting the Technical Proposal, the Bidder shall, in particular, ensure that: CVs of both Key Expert and Non-Key Expert have been included.	Since, evaluation criteria is based on Key Experts, we request to relax the inclusion of CVs of Non-Key Expert at the time of submission of technical proposal for effective proposal submission. Non Key Expert CVs can be proposed at the time of approval by UPJN (Rural)/NMCG as per the RFP clause 4.3.	As per RFP
18.	RFP Cl. 2.14- Technical Proposal, 2.14.2 (k), Page 28	No Personnel should have attained the age of 57 (Fifty-Seven) years at the time of submitting the proposal;	To invite a pool of experienced and effective Key Experts, we request to kindly relax the age limit of 57 years to 65 years. Fitness certificate of Key Experts may be provided for the purpose.	As per RFP
19.	RFP Cl. 2.14- Technical Proposal, 2.14.2 (k), Page 28	No Personnel should have attained the age of 57 (Fifty-Seven) years at the time of submitting the proposal	For Team Leader cum Wastewater Expert, we request NMCG to consider age limit of 60 years at the time submitting the proposal, while keeping 57 years stipulated age limit for other key and non-key experts. NMCG has considered 60 years age limit in some previous bids. This will help consultant to propose qualified and experienced candidate for Team Leader position. NMCG may ask consultant to submit medical fitness certificate along with the bid if requires.	As per RFP
20.	RFP Cl. 2.14- Technical Proposal,	CVs of both Key Expert and Non-Key Expert have been included.	As the CVs of Non- Key experts are non-evaluated positions, we request the CVs of	As per RFP

	2.14.2 (d), Page 28		Non-Key experts may not be submitted during the bidding stage. Rather consider the submission of the CVs of Non-Key Experts for the approval of NMCG prior to their mobilization	
21.	RFP Cl. 3.4.2, Page 41	Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.75 and 0.25 respectively.	We request NMCG to consider weight of technical and financial proposal as 0.8 and 0.2 respectively.	As per RFP
22.	RFP Cl. 2, A, 2.1.4.1-Key Expert, Sl. No.9, Page 15	Minimum education qualification & discipline: Bachelor's degree in engineering (Electrical/ Electronics/ Electrical and Instrumentation) or equivalent.	Requesting NMCG to consider following as equivalent: Bachelor of Technology (Dual Degree) Mechanical Engineering & Master of Technology (Dual Degree)- Thermal, Energy & Environmental Engineering	Refer to corrigendum No.1
23.	RFP Cl. 4.4.1 (b); Page 86	Substitution shall ordinarily be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the NMCG. Maximum of two substitutions of Non Key Expert on account of resignation shall be applicable without penalty during the entire contract period. For <u>substitutions against reasons other than mentioned above</u> , a sum – up to 5% (Five per cent) of the total remuneration specified for the	Reasons for substitution are mentioned as any medical incapacity/ death/ resignation in para 4.4.1. NMCG is requested to clarify whether substitutions due to resignation (beyond permissible limits of two for Non-Key Experts) is exempted for any penalty. Otherwise the stipulation may be modified as is the case of Key Expert, wherein substitution against resignation beyond prescribed limit is considered against penalty.	The clause 4.4.1 (b) may be read as - Substitution shall ordinarily be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the NMCG. Maximum of two substitutions of Non Key Expert on account of resignation shall be applicable without penalty during the entire contract period. For substitutions against reasons other than mentioned above and resignation (beyond permissible limit) , a sum – up to 5% (Five per cent) of the total remuneration specified for the original

		original Non Key Expert may be deducted from the payments due to the Project Engineer.		Non Key Expert 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 total remuneration specified for the original Non Key Expert for each substitution. However, NMCG reserves the right to waive off the deduction in fee on the basis of merits of the case.
24.	RFP Cl. 3.1.2; Item Code 2, Page 38	<p>Parameter: Relevant Experience of the Bidder: STP Experience: 200</p> <p>Maximum Marks: 200</p> <p>Criteria</p> <p>Up to 3 projects: 75</p> <p>4-6 Projects: 150</p> <p>More than 6 projects: 200 Marks</p>	<p>We request the client to allocate marking for completed projects fulfilling the eligibility criteria as below:</p> <ul style="list-style-type: none"> • 1 completed project of 25 MLD – 75 marks • 2 completed projects of 25 MLD – 150 Marks • 3 completed projects of 25 MLD – 200 marks <p>Under this assignment, 100 MLD STP has to be developed as per Terms of reference, page no 49. We therefore request the client to consider 75% weightage of completion in arriving the capability experience of the bidder. This is an usual practise where in clients look for either 50% or 75% weightage of the scope of work to arrive at the bidders experience in consultancy procurement tenders. Please consider.</p>	As per RFP

25.	APPENDIX I; Form 12; Notes:3, Page 119	Each page of the CV shall be signed in ink and dated by the Personnel concerned and by the Authorized Representative of the Bidder firm along with the seal of the firm. Photocopies will not be considered for evaluation. The same format can be used for Non-Key Expert proposed by the bidder.	We request the client to consider the CV's of only Key Experts as they are getting evaluated in the proposal. The CV's of non key experts can be submitted by the shortlisted bidder during the contract negotiation stage or on deployment. Having CV's of Non Key experts also is of no use to the client at the bidding stage. Please consider. This shall facilitate qualitative submissions from the bidders	As per RFP.
26.	RFP Cl. 2.14- Technical Proposal, 2.14.2 (d), Page 28	CVs of both Key Expert and Non-Key Expert have been included		
27.	RFP Cl. 2.14- Technical Proposal, 2.14.2 (k), Page 28	No Personnel should have attained the age of 57 (Fifty-Seven) years at the time of submitting the proposal; and	We request the client to cap the age of the experts to 65 years. Please consider	As per RFP
28.	RFP Cl. 2.14.4, Page 28	If an individual Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the NMCG for a period of 5 (five) years. The award of this Consultancy to the Bidder may also be liable to cancellation in such an event.	We request the client to delete this clause as the consultant is at no fault if some key / non key expert makes an false averment of his experience, qualification, or other particulars. The consulting firm cannot be held responsible for an individual's integrity though all firms do a reference check of the key experts. Cancellation of award of work in such a case seems too harsh as the consultant is not responsible for the actions of individuals as the firms act in good faith while submitting the bid / proposals	As per RFP
29.	General	Combined and final evaluation –	We request the client to consider the	As per RFP

		75:25	combined and final evaluation with Technical weightage :80% and Financial weightage :20%	
30.	RFP Cl. 7.2.1- Liquidated Damages for error/variation, Page 89	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..... 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 the client to limit the Liquidated Damages for error/variation to a maximum of 10% of the contract value. Please consider.	As per RFP.
31.	RFP Cl. 7.2.2- Liquidated Damages for delay, Page 89	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 imposed and shall be recovered by appropriation from the Performance Security or otherwise	We request the client to limit the Liquidated Damages for delay to a maximum of 5 % of the contract value. Please consider.	As per RFP
32.	RFP Cl. 13- Time and Payment Schedule, Page 61	Table on page 61	During the development period the consultant shall be paid – 6% of the contract value. During the construction period:	<ul style="list-style-type: none"> • As per RFP • Development period is a defined sub-period under construction period.

			40% of achieving the milestones 48% for remuneration Total cumulative for development and construction period is 94 % Balance 6% shall be paid during the O&M. Please confirm	<ul style="list-style-type: none"> For O & M Payment, please refer table of clause 13.2 (C) at page no. 63 of RFP
33.	General	Extension of Time	We request the client to extend the submission deadline by atleast 4 weeks from the date of issue of prebid clarifications.	Refer reply at Sl. No.2
34.	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.	https://drive.google.com/drive/folders/1awUY_ttihvI7GL3gjJnGActmrgkjrWGT?usp=sharing
35.	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 Expert 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 Wastewater/Water Treatment Plant (WWTP/WTP) project experience as well for the said position. Kindly confirm	As per RFP
36.	2.2 Conditions of Eligibility of Bidders. 2.2.2 (B), Page No: 19.	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 2019-20, 2020-21, 2021-22 and 2022-23	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 2020-21, 2021-22, 2022-23 and 2023-24 . Please consider.	As per RFP.

37.	2.14 Technical Proposal. 2.14.2 (d), Page No: 28.	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
38.	2.14 Technical Proposal. 2.14.2 (g), Page no: 28.	“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
39.	2.14 Technical Proposal. 2.14.2 (k), Page no: 28.	No Key Personnel should have attained the age of 57 (Fifty Seven) years at the time of submitting the proposal; and	Kindly consider the age limit of 60 Years. Kindly confirm	As Per RFP
40.	2.16 Submission of Proposal. 2.16.5, Page No: 31.	“2.16.5 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
41.	2. INSTRUCTIONS TO BIDDERS, Clause No.2.31, Page No.37.	“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 situations, 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
42.	Para 4.5 of Terms of Reference (TOR) Page 52.	“If UP Jal Nigam/ NMCG intends to replace the Project Engineer...of the intended replacement Project Engineer.”	We understand that this para is applicable for replacement of the team member/ staff of the Project Engineer. Kindly confirm.	Bidder understanding is not correct. The referred provision is meant for replacement of Project Engineer.
43.	Para 4.5 of Terms of Reference (TOR)	“...The UP Jal Nigam/ NMCG shall not replace the Project	Kindly clarify if Concessionaire/ Operator will have any kind of involvement in the	Kindly refer clause no.6 of Concession Agreement.

	Page 52.	Engineer with a person against whom the Operator raises reasonable objection by notice to the UP Jal Nigam/ NMCG, with supporting particulars.”	replacement of Project Engineer or any of its team member/ staff.	Link for draft concession agreement is provided under query no. 34.
44.	Clause 7.18.2 on Page 58.	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 the current RFP.	Project Engineer shall have to compile such detail of similar Synergistic plans in town and provide information as and when needed.
45.	4. Role and Functions, Page 59.	10. Assistance in Dispute resolution	Project Engineer’s role under this clause shall only be limited to inputs on technical grounds. Please confirm.	As per RFP. Further PE role's shall not be limited on technical ground only.
46.	Clause 12.7 on Page 60.	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 of website development mentioned.	Please refer para 12.7, ToR of the RFP document, may refer https://www.varanashihmstp.in/ for the reference
47.	Para 13.2 (A)(i) Payment Schedule, Page 61.	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.	<ul style="list-style-type: none"> As per RFP Development period is a defined sub-period under construction period.
48.	Para 13.2 (B)(iii) Payment Schedule. Page No. 63.	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.	As per RFP

49.	Para 13.5 Expected Man-Days Page No. 63-64.	Expected Man-Days	We have gone through the Scope of Works of the proposal. Keeping the vast requirement of procurement, we propose the inclusion of procurement expert in the team with suitable Man-Days.	As per RFP
50.	3.4 Liability of the Project Engineer. 3.4.4 Page No: 83.	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 RFP.
51.	3.9 Providing access to Project Office and Personnel. Page No: 84.	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 RFP.
52.	4.4.1b Substitution of Key Personnel, Page no: 86.	In the case of a further substitutions hereunder, such deduction shall be 10% (Ten per	We request you to DELETE this clause, due to the current volatile market condition	As per RFP

		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.		
53.	4.5, Page No: 86.	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 .	<p>The assignment is deliverable based and bidder may make their own assessment.</p> <p>For the purpose of monthly payments –</p> <ul style="list-style-type: none"> • Onsite deployed manpower, the actual period of deployment on the site (including weekends/holidays) shall be considered towards deployed man-days. • For intermediate / intermittent experts the actual number of days worked on the project (irrespective of weekend / holidays) shall be considered towards deployed man-days.
54.	7.2 Liquidated Damages 7.2.1, Liquidated Damages for error/variation Page No: 89.	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	We request that the limit for Liquidated Damages for error/ variation to a maximum of 5% (Five percent) of the Agreement Value .	As per RFP

		Engineer by way of deemed liquidated damages, subject to a maximum of 20% (twenty per cent) of the Agreement Value.		
55.	7.2 Liquidated Damages 7.2.2 Liquidated Damages for delay Page No: 89.	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 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.	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 RFP
56.	General.	Legal Clauses.	a) Revisions/Variations & Deliverables clause- A total of ___ no. of engineering and a total of ___ no. of deliverables is considered in Contract Value. Any additions to it for reasons not attributable to TCE shall be charged extra. b) Consultant deliverables should be accepted / commented upon within ___ days since Consultant submits the same. In the event of non-confirmation in such stated time, the deliverables shall be deemed accepted & will automatically become eligible for full payment. c) Validity of compensation clause:-	As per RFP.

			Consultant's compensation under the Agreement is valid till ___(Date). If Project gets extended beyond such date for reasons not attributable to the Consultant, The Consultant's compensation for balance scope of Project shall be escalated at ___% per annum year on year.
57.	General.	Legal Clauses.	Kindly consider Including the following in the Format of Agreement Schedule: 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.
58.	General.	Legal Clauses.	Kindly consider Including the following in the Format of Agreement Schedule 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 &

			<p>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 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.</p>	
59.	General.	General.	Please also confirm whether GST is applicable for this Consultancy assignment.	Yes, GST is applicable for this consultancy assignment. Please refer BoQ/Price Schedule.
60.	Online Submission End Date.	19.12.2024, 17:00 PM.	Kindly consider extending the last date for this 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	Refer reply at Sl. No.2
61.	Clause 3.1.2; Item Code 2, Page 38	<p>Parameter: Relevant Experience of the Bidder: STP Experience: 200</p> <p>Maximum Marks: 200</p> <p>Criteria</p> <p>Up to 3 projects: 75</p>	<p>According to the current evaluation criteria, the following score will be awarded for eligible projects with a capacity of 25 MLD for STP/ETP/CETP</p> <p>Up to 3 Projects - 75 Marks</p> <p>4 – 6 Projects – 150 Marks</p>	As Per RFP

		<p>4-6 Projects: 150 More than 6 projects: 200 Marks</p>	<p>More than 6 Projects – 200 Marks</p> <p>We kindly request you to consider counting project with double the capacity as two eligible projects. i.e. 01 Project of Capacity > 50 MLD = 02 Projects of 25 MLD Hence the Evaluation can be done accordingly.</p> <p>As the project involves constructing an STP with a capacity of 100 MLD, larger-capacity projects inherently involve greater technical complexities. Therefore, projects with higher capacities can be considered for greater weightage for evaluation purposes.</p>	
62.	<p>Clause 3.1.3 Page No. 40</p>	<p>3.1.3 Eligible Assignments 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”): Sewerage Schemes or Sewerage</p>	<p>Allow Water Treatment plant also as an eligible Assignment, since the WTP and STP shares various commonalities in Designing, Purposes and Compliances</p> <p>1. Purpose: Both WTP and STP aim to treat water to make it safe for discharge or reuse. While WTP focuses on purifying raw water for drinking and domestic use, STP treats sewage to remove contaminants before releasing it back into the environment.</p> <p>2. Treatment Processes: Both types of plants use a combination of physical, chemical, and biological processes to remove impurities. Common processes include sedimentation, filtration, and disinfection</p> <p>3. Environmental Protection: Both WTP</p>	<p>As per RFP</p>

		Systems that includes 25 MLD Sewage Treatment Plant (STP)/Effluent Treatment Plant/Common Effluent Treatment Plant.	and STP play crucial roles in protecting public health and the environment by ensuring that water released back into natural bodies or used for consumption is free from harmful contaminants. 4. Regulatory Compliance: Both types of plants must adhere to strict regulations and standards set by environmental and health authorities to ensure the treated water meets safety and quality requirements. Hence we request you to amend the Eligible Assignments definition to Sewerage Schemes or Sewerage Systems that includes 25 MLD Sewage Treatment Plant (STP)/Effluent Treatment Plant/Common Effluent Treatment Plant/Water Treatment Plant (WTP).	
63.	Clause 3.1.3 Page No. 40	3.1.3 Eligible Assignments 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”): Sewerage Schemes or Sewerage	We kindly request you to consider incorporating Independent Engineer (IE) Services as an eligible assignment, as the services provided by an Independent Engineer typically align with the scope of services outlined in the RFP. Please consider amending the clause as under 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/ Independent Engineer/consultancy assignments for the following projects shall	As per RFP

		Systems that includes 25 MLD Sewage Treatment Plant (STP)/Effluent Treatment Plant/Common Effluent Treatment Plant.	be deemed as eligible assignments (the “Eligible Technical Assignments”):	
64.	RFP Cl. 2, A, 2.1.4.1-Key Expert, Sl. No.9, Page 15	Energy Auditor Expert A certified energy auditor expert would have passed a national level certification examination administered by the Bureau of Energy Efficiency.	Experts with relevant degrees and experience are fully capable of delivering the scope of services required for the specified deliverables. Moreover, the availability of experts with National Level Certification is limited. Therefore, we kindly request you to consider removing the requirement for National Level Certification.	Refer to Corrigendum No. 1
65.	Clause 3.4.3 Page No. 82	The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Project Engineer or on the part of any person or firm acting on behalf of the Project Engineer in carrying out the Services, the Project Engineer, with respect to damage caused to the NMCG’s property, shall not be liable to the NMCG: (i) for any indirect or consequential loss or damage; and (ii) 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	Linking the limitation of liability to the proceeds of the insurance maintained by the consultant exposes the consultant to unforeseen risks that cannot be quantified at the time of bidding. Additionally, indirect or consequential losses or damages can be limitless and significantly exceed the consultancy fee. Such provisions impose unlimited risk on the consultant, which may potentially deter the qualified bidders from participating in the bidding process. We request you to kindly considering delinking the Insurance proceeds from limitation of liability and removing the indirect or consequential loss or damages from the clause. We also request you to kindly restrict the Limitation of Liability to the maximum limit of 100% of the contract	As per RFP

		to receive from any insurance maintained by the Project Engineer to cover such a liability in accordance with this Clause, whichever of (a) or (b) is higher.	value. Kindly amend.	
66.	Clause 2.26.2 (b) Page No. 36	<p>2.26.2 (b) Substitution shall ordinarily be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the NMCG.</p> <p>Maximum of two substitutions of Non Key Expert on account of resignation shall be applicable without penalty during the entire contract period. For substitutions against reasons other than mentioned above, a sum – up to 5% (Five per cent) of the total remuneration specified for the original Non Key Expert 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 total remuneration specified for the original Non Key Expert for each substitution. However, NMCG reserve the right to waive off the deduction in fee on the basis of merits of the case.</p>	<p>We kindly propose a reconsideration of the penalty provisions related to the replacement of key personnel. Currently, the provisions do not account for replacements due to reasons i.e. death/extreme medical ground, pregnancy or any other conditions beyond reasonable control of the consultant and impose penalties on substitutions, even when the consultant is willing to provide equally or more qualified personnel as replacements.</p> <p>The replacement of key personnel due to unforeseen circumstances, and factors beyond control, poses significant challenges for the consultant in identifying suitable replacements and incurs additional expenses in recruiting qualified professionals for the project.</p> <p>While we recognize the importance of maintaining consistent expertise, unforeseen circumstances may sometimes necessitate the substitution of key personnel. To encourage a more flexible and collaborative approach, we recommend revisiting the penalty structure for such substitutions. This would facilitate the smooth progress of the project while allowing for prompt responses</p>	Refer to Corrigendum No. 1

			<p>to unexpected developments. Therefore, we suggest including more unavoidable events beyond the consultant's control within the provision and amending the clause as follows. Maximum of two substitutions of Non Key Expert on account of resignation/death/Extreme Health Condition/Reason beyond reasonable control of the consultant shall be applicable without penalty during the entire contract period. For substitutions against reasons other than mentioned above, a sum – up to 5% (Five per cent) of the total remuneration specified for the original Non Key Expert 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 total remuneration specified for the original Non Key Expert for each substitution. However, Kindly amend.</p>	
67.	Submission Due Date	General	We request you to provide at-least 15 working days for the submission of Technical and Financial Bid after publishing of pre-bid response by your good offices.	Refer reply at Sl. No.2
68.	Cl. 2, A, 2.1.4.1-Key Expert, Sl. No.9, Page 15	Sl. No. Energy Auditor Expert • Bachelor's degree in engineering (Electrical/ Electronics/ Electrical and Instrumentation) or equivalent.	It is requested to allow bachelor degree in Mechanical Engineering/Master Degree in Energy or equivalent. Also, we understand that the clause – “A certified energy auditor expert would have	Refer to Corrigendum No. 1

		and • A certified energy auditor expert would have passed a national level certification examination administered by the Bureau of Energy Efficiency.	passed a national level certification examination administered by the Bureau of Energy Efficiency.” is a preferred clause and absence will not disqualify a CV. Kindly confirm	
69.	Cl. 2.14 Technical Proposal, Page 28	(k) No personnel should have attained the age of 57 (Fifty-Seven) years at the time of submitting the proposal	Considering experience and availability of experts having the relevant skills, it is requested to allow age limit of Key Personnel upto 65 (Sixty-Five) years at the time of submitting the proposal having sound physical health.	As per RFP
70.	Cl. 2.31- Commencement of assignment, Page 37	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
71.	Cl. 3.4.2- Combined and final evaluation , Page 41	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 0.75 and 0.25 respectively.	Considering the technical nature of the assignment and to restrict underpriced financial proposals, it is suggested that the evaluation be improvised to QCBS 80:20 instead of the stipulated QCBS 75:25. This will ensure that the selected consultant does not cut quality as a result of the underpriced financial proposal. Kindly consider.	As per RFP
72.	Cl. 17- Completion of Services, Page 65	The Consultancy shall in any case be deemed to be completed upon expiry of 5 (five) years from the	We understand the total duration for the assignment shall be 3 years 6 months (6 months development period, 2 years of	In exceptional cases, due to project specific/site constraint the assignment

		Effective Date, unless extended by mutual consent of the UP Jal Nigam and the Project Engineer.	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.	may go up to 5 years.
73.	Cl. 7.2.2, Page 89	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 subject to a maximum of 10% (ten per cent) of the Agreement Value	We suggest to remove the said clause from the contract as in where project engineer is dependent on the concessionaire for completion of work. Also, the cluse should be for weekly delays instead of daily delays.	As per RFP
74.	Cl. 2.14.2(d) Technical Proposal, Page No.28	CVs of both Key Expert and Non-Key Expert have been included.	We would like to bring in your notice that in general bidding practice in India the non-key experts cv submitted after award of work. Also, the limited experts are available with required qualification & experience. We hereby request you to allow the submission of non-key experts CVs after award of work.	As per RFP
75.	Cl. 2.14.2(k) Technical Proposal, Page No.28	No Personnel should have attained the age of 57 (Fifty-Seven) years at the time of submitting the proposal; and	We would like to bring in your kind notice that limited experts are available with the desired qualification & experience. We hereby request you to revise the age limit to 65 years.	As per RFP
76.	Cl. 2.26; 2.26.2 (a), Page No.35 & 36	Substitution shall ordinarily be subject to equally or better qualified and experienced	Looking at the fierce competition between companies these days, it's very difficult to retain the resources.	As per RFP

		<p>personnel being provided to the satisfaction of the NMCG.</p> <p>Maximum of one substitution of Key Expert on account of resignation shall be applicable without penalty during the entire contract period. For substitutions against reasons other than mentioned above and resignation (beyond permissible limit), a sum – up to 5% (Five per cent) of the total remuneration specified for the original Key Expert 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 total remuneration specified for the original Key Expert for each substitution. However, NMCG reserve the right to waive off the deduction in fee on the basis of merits of the case.</p>	<p>Even the multilateral funding agencies like ADB, World Bank, JICA, IDA also allow the replacement of experts with equal and better qualification.</p> <p>Hence, we request you to remove this clause. However, we will ensure that we replace the personnel with an equal and better CV.</p>	
77.	Cl. 2.26; 2.26.2 (b), Page No.35 & 36	<p>Substitution shall ordinarily be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the NMCG.</p> <p>Maximum of two substitutions of Non Key Expert on account of</p>	<p>Looking at the fierce competition between companies these days, it's very difficult to retain the resources.</p> <p>Even the multilateral funding agencies like ADB, World Bank, JICA, IDA also allow the replacement of experts with equal and better qualification.</p> <p>Hence, we request you to remove this</p>	As per RFP

		resignation shall be applicable without penalty during the entire contract period. For substitutions against reasons other than mentioned above, a sum – up to 5% (Five per cent) of the total remuneration specified for the original Non Key Expert 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 total remuneration specified for the original Non Key Expert for each substitution. However, NMCG reserve the right to waive off the deduction in fee on the basis of merits of the case.	clause. However, we will ensure that we replace the personnel with an equal and better CV.	
78.	Cl. 3.4 Combined and final evaluation; 3.4.2, page no.41	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 0.75 and 0.25 respectively	For a such type of specialized work the quality should be the main criteria for selection. Hence, we request an amendment as QCBS 80:20 instead of 75:25.	As per RFP
79.	Introduction, Clause 1.8, Schedule of	Last date & time for submission of EMD, PoA, Joint Bidding	In order to prepare our best proposal, we need at least 14 days after the pre bid	Refer reply at Sl. No.2

	Selection Process, Pg.10	Agreement in Hard Copies: 19th December 2024 up to 17:00 Hrs.	replies. Therefore, we request to keep the date of submission at least 14 days after the publishing of pre bid replies.	
80.	RFP page 12/13 Clause 2.1.4 Personnel	Key Experts: Serial No.1: Team Leader cum Waste Water Expert: Full Time at Site	As per requirement of the project, Team Leader input is required in office also to coordinate with design team for expedition of design & drawings review & approval. Hence, we request to amend this clause as under. Serial No.1: Team Leader cum Waste Water Expert: Intermittent (at site and remote).	As per RFP
81.	RFP Page 15, Clause 2.1.4 Personnel	Key Experts: Serial No.9: Energy Auditor Expert <ul style="list-style-type: none"> • Qualification: Bachelor's Degree in Engineering (Electrical/ Electronics/ Electrical and Instrumentation) or equivalent. • A certified energy auditor expert would have passed a national level certification examination administered by the Bureau of Energy Efficiency. 	It is found that most of the energy auditor experts are available in market who are certified from Bureau of Energy Efficiency but have degree in Mechanical Engineering. Hence, we request to consider the following. <ul style="list-style-type: none"> • Qualification: Bachelor's Degree in Engineering (Electrical/ Electronics/ Electrical and Instrumentation / Mechanical) or equivalent. • A certified energy auditor expert would have passed a national level certification examination administered by the Bureau of Energy Efficiency. 	Refer to corrigendum no.1
82.	RFP page 17 Clause 2.1.4 Personnel	MIS Coordinator Cum Document Controller Qualification: Any Graduate with Post graduate Diploma in computer Application or Equivalent	We request you to amend as under. Qualification: Any Graduate with Diploma or certificate course in computer Application or Equivalent.	As per RFP

83.	RFP Page 28, Clause 2.14.2 (k)	No Personnel should have attained the age of 57 (Fifty-Seven) years at the time of submitting the proposal.	Considering vast experience of professionals, we request you to relax age limit of Key Personnel up to 60 (Sixty) years at the time of submitting the proposal having sound physical health. Kindly confirm.	As per RFP
84.	RFP Page 31, Clause 2.16.5	The rates quoted shall be firm throughout the period of performance of the assignment and discharge of all obligations of the Project Engineer under the Agreement.	As general practice, the price adjustment provision is applicable for all contracts exceeding 12 months on remuneration. Therefore, it is requested to consider provision of price adjustment on remuneration of Key and Non-Key experts. Kindly confirm.	As per RFP
85.	RFP Page 36, Clause 2.27	In case any of the original approved personnel do not join and the replacement of the same, subject to the provision under clause 2.26, shall also be counted towards substitution.	Due to prevailing dynamic market conditions, the key experts often after assuring at proposal stage, generally does not wait for the bid validity period (180 Days i.e 6 months) and takes up new assignments with new employer. The Project Engineer cannot force the key experts to stop from changing the employment. Due to occurrence of such incidents happening frequently, the Project Engineer is left with no choice than to replace the originally approved personnel with better or equivalent candidate. Hence considering the reasons beyond the control of Project Engineer, this should be counted as substitution without penalty . Kindly consider.	As per RFP
86.	RFP Page 58, Clause 7.18.2	Assist in developing dovetailing partnerships with other schemes in	Kindly provide in detail about the synergistic plans as mentioned in the RFP.	Refer reply at Sl. No.44

	Terms of Reference (TOR) for Project Engineer	the sewage sector like AMRUT, SMART City Mission and Swachh Bharat Mission to develop Synergistic plans.	Kindly provide the scope of mentioned Program	
87.	RFP Page 65, Clause 17	<p>Completion of Services The Project Engineer shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. 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.</p> <p>13. Time and Payment Schedule 13.1 Subject to the provisions of Paragraph 13.1 of the TOR, the total duration for the assignment shall be 3 years 6 months comprising of (a) 2-year 6 months construction period (6 months development phase, 2 years of construction phase and (b) 1 year operation & maintenance period for STP, this includes the time taken by UP Jal Nigam in providing the requisite documents or in conveying its comments on</p>	<p>The time duration of PE is 3 years and 6 months.</p> <p>Please clarify “Consultancy shall in any case be deemed to be completed upon expiry of 5 (five) years from the Effective Date”.</p>	Refer reply at Sl. No.72

		the Draft Reports.		
88.	RFP Page 86, Clause 4.4.1 (a)	a) Maximum of one substitutions of Key Expert on account of resignation shall be applicable without penalty during the entire contract period.	Due to prevailing dynamic market conditions, the key experts often after assuring at proposal stage, generally does not wait for the bid validity period and takes up new assignments with new employer. And key experts who are already on Project Engineer firm's payroll, they can also resign due to their own personal reason. Due to occurrence of such incidents happening frequently, the Project Engineer is left with no choice than to replace with better or equivalent candidate. The Project Engineer cannot force the key experts to stop from changing the employment. Therefore, we request considering the practicality of the situation, the capping/limitation should be removed and the PE should propose equivalent or better candidate or consider substitutions of 4 Nos Key Expert on account of resignation without penalty. Please consider.	As per RFP
89.	RFP Page 86, Clause 4.4.1 (b)	(b) Maximum of two substitutions of Non-Key Expert on account of resignation shall be applicable without penalty during the entire contract period.	We request the capping/limitation should be removed and the PE should propose equivalent or better candidate or consider substitutions of 4 Nos of Non- Key Expert . Please consider.	As per RFP
90.	RFP Page 89, Clause 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	The liquidated damages of 20% is on higher side. We request to kindly limit the liquidated damages to the extent of 5%. Please confirm.	As per RFP

		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.		
91.	RFP Page 10, Clause 1.8	Schedule of Selection Process Last date & time for submission (upload) of online bidding document (Proposal Due Date or PDD): 19th Dec 2024 up to 17:00 Hrs.	We request to extend proposal due date by 2 weeks after receipt of pre-bid response.	Refer reply at Sl. No.2