No. CPSU - 10/EPIL/ELA/2016-17/486/NMCG- Nabadwip National Mission for Clean Ganga, NGRBA

Ministry of Water Resources, River Development & Ganga Rejuvenation Government of India

> Ist Floor, Major Dhyan Chand National Stadium India Gate, New Delhi - 110002

> > Dated: | August 2017

To, The Chairman cum Managing Director, Engineering Projects India Limited (EPIL), Core -03, Scope Complex, 07 - Lodhi Road, New Delhi - 110003

Subject: Administrative Approval and Expenditure Sanction (AA&ES) for the project proposal of "Renovation / Development of Ghat in Nabadwip Town" along Ganga, West Bengal under Namami Gange Programme at an estimated cost of Rs. 3.14 Crore (Rupees Three Crore & Fourteen Lakh only)

Sir,
I am directed to convey the Administrative Approval and Expenditure Sanction for the project on "Renovation / Development Works of Ghats in Nabadwip Town" in West Bengal under Namami Gange programme at an estimated cost of Rs. 3.14 Crore (Rupees Three Crore & Fourteen Lakh only) with 100% central funding with the following major project components;

S. NO.	GHAT	despression of the
1.	Renovation of Boral Ferry / Bathing Ghat	

2. The summary of project cost is given at **Annexure-I**. The costs would be restricted to approved estimates or actual whichever is lower and agency rate would be governed accordingly.

3. Administrative Approval and Expenditure Sanction for the project is granted subject

to the conditions as per Annexure -II.

4. The period of completion of the project is 12 (Twelve) months from the date of the sanction, including bidding process and award of work as per **Annexure - III**.

The Executing Agency i.e. 'Engineering Projects India Limited (EPIL), is a Central Public Sector undertaking of the Government of India entrusted to take up the entry level activities pertaining to Ganga Rejuvenation in the identified towns in West Bengal along river Ganga.

6. Any procurement of goods, works and consultancy, if required, by EPIL as part of implementing the project proposal shall be made strictly as per the prevailing procurement

guidelines of Govt. of India/NGRBA framework.

- 7. Fees and charges of EPIL shown in the project cost are only for the purpose of determining the project cost. The actual fee and charges payable to EPIL will be according to achievement of milestones as defined in the MoU between NMCG & EPIL.
- **8.** The funds for expenditure on the schemes would be debitable to the National Ganga Plan account of the NMCG. The NMCG/Government of India reserves the right to withdraw the sanction at any stage, if it is convinced that the funds have not been properly utilized or appropriate progress is not being made.
- 9. In case of violation of any of the conditions of the letter of award or in case of closure or dissolution of the executing agency, the Government shall take possession of all the assets of the organization acquired out of the Government funds and use them in any manner deemed appropriate or to recover from the organization the value of such assets at its discretion.
- 10. This AA&ES is issued based on the appraisal and sanction of the Executive Committee (EC) vide its 05th meeting held on 02nd August 2017, and has the approval of Director General National Mission for Clean Ganga and concurrence of Director (Finance) vide Dy. No. 463/ED-Finance (NMCG) dated 31.07.2017.

Yours faithfully,

(Nityananda Ray) Deputy Secretary, SMD

Copy forwarded for information & compliance of below mentioned conditions to:-

- 1) The Chief Secretary, Government of West Bengal "NABANNA" HRBC Building, 325, Sarat Chatterjee Road, Howrah 711 102
- The Programme Director-SPMG, West Bengal, Nagarayan Bhawan (6th Floor), DF-8, Sector-I, Salt lake, Kolkata
- 3) Chairman, Nabadwip Municipality, Netaji Subhas Road, P.O: Nabadwip, Dist: Nadia, West Bengal, 741302

Copy forwarded for information to:-

- 1) PS to Hon'ble Minister of WR,RD&GR, Shram Shakti Bhawan, Rafi Marg, New Delhi-110001
- 2) PPS to Secretary, MoWR, RD & GR, Shram Shakti Bhawan, Rafi Marg, New Delhi-
- 3) PS to Director General, NMCG
- 4) Executive Director (Finance)/ (Projects)/ (Technical)/ (Admin)/ NMCG, N. Delhi
- 5) NMCG Officials / Sanction Folder / Guard File/Computer Cell, MIS/ NMCG.

(Nityananda Ray) Deputy Secretary, SMD

Summary of Cost of the Project Proposal of "Renovation / Development of Ghats in Nabadwip Town" along River Ganga, West Bengal under Namami Gange

S.No.	Name of Location	Capital Cost	Labour Cess @ 1%	O&M cost - 6 months	Sub Total	Consultancy Charge @ 8%	GST@ 18%	Total	Land Cost	
1.	Renovation of Boral Ferry / Bathing Ghat	282.56	2.83	2.18	287.57	22.78	4.10	314.45	0.00	
2.	TOTAL (Rs. in Lakhs)	282.56	282.56 2.83 2.18 287.57		22.78	4.10	314.45	0.00		
3.	Other Costs	0.00	Je							
	Tempo	0.00	Then Is							
3.1	Communication	0.00	in this							
3.2	Communication	se	0.00							
3.3	Environmental	314.45								
4.	Grand Total (R	0-1-10								
	Grand Total	3.14 crore								

O&M cost includes the warranty period.

Word

<u>Conditions on Administrative Approval & Expenditure Sanction for the Project on "Renovation / Development of Ghats at Nabadwip Town" along River Ganga, West Bengal under Namami Gange Programme</u>

i. General & Technical Conditions:

i. EPIL will work as an Executing Agency (EA) for implementing the project and shall be responsible for overall planning, management and effective implementation of the project at state level in support of State Project Management Group (SPMG) and in coordination and consultation with the ULB.

ii. EPIL shall follow the best engineering practices and comply with standards BIS

codes/guidelines and procedures

iii. EPIL and the State authorities will explore the institutional framework and O&M

plan during execution and Defect Liability Period (DLP) period.

iv. The Central Government will provide 100% funding support (as per Cabinet approval of Namami Gange Program) for this project including first 6 months of Operation and Maintenance (O&M) cost post commissioning.

v. The organization engaged for O&M must have revenue generation mechanism in

place for sustaining the O&M activities.

vi. EPIL may get in touch with the local authorities/ULB / WB SPMG to ensure that there are no overlaps with the works being undertaken by GoWB. Such overlaps if any should be immediately brought to notice of NMCG.

vii. EPIL may send a copy of the DPR to State and also make a presentation to the Programme Director – SPMG on the project and also seek ULB board approval.

viii. EPIL will be in touch with the SPMG and local authorities / ULB to appraise them about the project towards obtaining the necessary NOCs required for the project.

- ix. EPIL shall ensure compliance with observation of TPA & NMCG at the time of finalization of bid documents and submit compliance response to TPA observations and EC conditions.
- x. The activities proposed under the project shall conform to all Environmental Legislations, any judicial orders in force at the site of work and the NGRBA Programme framework.

xi. EPIL shall obtain all the statutory clearance/permission/licenses directly, required from different Government and civic bodies for implementation of the

project under intimation to NMCG / SPMG.

xii. Detailed design & implementation of the works should be based on extensive survey. Proper investigation, should be carried out before execution to achieve economy in the proposal as well as to avoid any shortfall in the design e.g. EPIL to take the river bathymetry to evaluate the river erosional tendency and importance of structural protection measures.

xiii. Develop a safety plan for each contract. All injuries and or safety violations should be reported to a designated Safety Officer.

xiv. All personnel engaged on construction and O&M shall be imparted with adequate and regular training for quality construction and O&M of the works.

xv. Any cost overrun or time over run will be brought in the notice of NMCG. Decision of cost overrun and time overrun will be granted based upon discussion in Executive Committee (EC) of Namami Gange. Cost overrun, if any, will be borne by the Central Government.

xvi. EPIL shall follow all the prevailing Central government norms, GFR 2017 and CVC guidelines, as amended, for selection of "contractors" and executing the works.

xvii. Progress of implementation of the project shall be closely monitored by EPIL in coordination support from State Government of West Bengal /SPMG /local authority and ULB /Gram Panchayat so as to ensure that the project is completed within the stipulated period of time.

xviii. Regular monitoring of the project implementation by state govt. / executive agency

shall be carried out

xxvi.

xix. The fund shall be strictly spent for the items agreed as per the AA&ES and should not utilized for funding any other items/activities.

xx. The project will be implemented by EPIL and will call tenders for its execution as

per the prevailing procurement guidelines of Government of India.

xxi. Environment and Social Impact Assessment and Environment Management Plan (EMP) is to be prepared and necessary "No Objection" to be taken from NMCG and EMP to include in the bid document/contract agreement of contractor.

xxii. Guidelines issued by MoF and other governing organizations regarding disaster

management as applicable be adhered to during project execution.

xxiii. NMCG or SPMG may depute any person or Third Party Inspection (TPI) agency for the purpose of monitoring the work and accounts of EPIL for the present scope of work.

xxiv. EPIL shall follow the press-policy as per the MoU agreed between both the parties.

xxv. The progress (physical & Financial, including funds utilization certificates) needs to be reported by EPIL to NMCG on regular basis (monthly) as and when requested.

EPIL need to follow all the observation of NMCG, and Third Party Inspection (TPI)

agency, if any during the project implementation.

xxvii. All components of the project shall be completed within specified time limits. The resources, outputs and outcomes are to be ensured as envisaged in the approved project Completion Report that shall be submitted to NMCG on completion of the project.

xxviii. Any additional component relevant for project or any component requiring modification or deletion, may be added or modified or deleted as the case may be,

only with the prior approval of the NMCG.

xxix. Staff that may be employed for preparation, execution or operation of the Programme by EPIL are not to be treated as employees of the NMCG. The deployment of such staff at the time of completion or termination of the project will not be the concern or responsibility of the NMCG. NMCG may be kept indemnified against any consequences arising out of this.

xxx. All data, records, documents and material related to the project shall be stored properly and catalogued by EPIL for reference and retrieval including regular

uploading /disclosure/updating of such data on website.

xxxi. EPIL shall ensure that all provisions of the RTI Act 2005 are adhered to as far as information pertaining to the project is concerned.

xxxii. EPIL will ensure before awarding of work that land is under their possession and free from encumbrances.

xxxiii. Consent of ULB/Gram panchayat/ Local authorities shall be taken before award of work.

xxxiv. Any defect arising during DLP (12 months) shall be corrected by the EPIL without any charges

xxxv. Conditions/commitment indicated in the Executive Committee (EC) Memo./ Minutes and other documents including those to be fulfilled before start of the

- works shall be strictly adhered to during the project implementation and management.
- xxxvi. All data, records, documents and material related to the project shall be stored properly and catalogued by the SPMG/ EA for reference and retrieval including regular uploading/disclosure/updating of such data on website.
- xxxvii. State has to explore and engage a suitable agency (NGO /Socio-cultural agency / ULB / Gram Panchayat) during this six months period to takeover O&M from 7th month onwards.
- xxxviii. State authorities must also explore to get an endowment created through some private trust/fund (with financial support coming in from public, ashrams, industries, institutions, NGOs, etc.) to take care of the O&M expenditure of the assets created on Ghats and Crematoria beyond GOI support period.
 - xxxix. Measures such as engaging the Ashrams, Matths, industries, NGOs, Institutions etc. for adoption of certain ghats and crematoria by them may be explored and encouraged by State.
 - xl. Land, wherever applicable, will have to be provided by the State Government before tendering.

ii. The release of funds is subject to the following terms and conditions:-

2.1 Annual Plan and Procurement Plan:

- i. Procurement Plan (if any) shall be prepared by EPIL as per NGRBA framework /MoU.
- ii. EPIL shall furnish to NMCG annually a report of its work within three months from the closing of the respective financial years.

2.2 Financial Aspects:

- i. Funds shall be made available to the agencies strictly as per the 'Financial Management Manual (FMM)' of the NGRBA Programme framework.
- ii. The SPMG/ULB/ Local authorities shall take all necessary legal and executive measures to ensure adequate resources are available for operation & maintenance of the assets created under the Project to fulfill its mandate.
- iii. EPIL is not permitted to seek or utilize funds for the same purpose from any other organization (Government, semi-Government, autonomous or private) without prior approval of the NMCG.
- iv. The sanctioned cost of the project will be met under 'component B New Initiatives' of Namami Gange Programme, The sanctioned amount should be spent exclusively thereon as per the scope of the project and within the stipulated time. For carrying forward any work(s) /activities beyond time limit and / or modification in the project scope, prior approval of the NMCG should be obtained.
- v. It is the responsibility of the SPMG/EPIL/ULB to ensure that the assets are exclusively used for the purpose for which funds are sanctioned and to maintain the assets and their records properly.

All the assets acquired/created out of the central funds shall not be disposed off, vi. encumbered, or utilized for any purpose other than that for which sanctioned without prior approval of NMCG.

The Comptroller & Auditor General of India (the External Auditor) at his discretion shall have the right of access to the project related books and accounts of the EPIL for the purpose of Audit.

The books of accounts of the executing agency, relating to this letter of award, ii. shall be open to Audit by any authorized officer of NMCG or any other person

authorized by NMCG in this regard.

The overall auditing arrangements to cover both periodical internal and annual iii. external audit of project shall be ensured as per the 'Financial Management Manual (FMM)' of the NGRBA Programme framework.

Flow of Funds: 2.4

The fund releases by the NMCG shall be remitted by Electronic transfer to the EA account. The fund shall flow from the NMCG account to a separate sub-project specific zero balance bank account (the 'child account') of the EA in the same bank of NMCG as per the details given in MoU between NMCG and EPIL.

The following details may be kept updated from time to time to enable electronic remittance:-

Bank account details of EA, both in figures and words, to NMCG. i.

Bank account details of EA and SPMG both in figures and words to NMCG. ii.

MICR Code and IFSC Code of the Bank Branch (es). iii.

Necessary authorization by the EA to its bank and under such authorization, to issue payment instruction to pay contractors/ suppliers/ service providers for

undertaking project activities.

The NMCG Bank will transfer funds to the child account of EA as soon as payment instruction / cheque is issued by the EA to its banker for transfer funds to contractors/suppliers/service provider's account on the same date through 'Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer System (NEFT) subject to the budget communicated by NMCG to its Bank and EA's Bank, and thus at the end of any given day, the EA's child account will always have a zero balance.

Submission of Monthly and Quarterly Physical Progress Report 2.5 (MPPR/QPPR):

The Monthly Physical Progress Reports (MPPRs) shall be submitted by the 10th i. day of every month regularly by the EPIL to the NMCG / SPMG in a mutually developed format. The Quarterly Physical Progress Report (QPPRs) shall be submitted to the NMCG / SPMG within 30 days from the end of each quarter.

The signing officers will indicate her/his name and designation in full in capital ii. letters and commencement of processing the case, ink-signed MPPR must follow

by Post.

Consistency between physical progress and expenditure shall be maintained and iii. reasons for substantial variations i.e., more than 10% shall be appropriately explained against each item.

2.6 Submission of 'Accounting and Financial Reports (AFR)' by the EA:

i. The EA shall furnish monthly 'Accounting and Financial reports (AFRs)' / UC by the 10th day of every month with all relevant documents and materials as per the 'Financial Management Manual (FMM)' of the NGRBA Programme framework after commencement of the project to the NMCG / SPMG

ii. The 'Accounting and Financial Report (AFR)' in standard format, shall be signed and stamped by the Head of the Accounts Department and Head of the

Organization, EPIL.

- iii. The name and designation of the officers signing the AFR shall be clearly mentioned in full and in capital letters. While AFR submitted by fax will be acceptable for commencement of processing the case, ink –signed AFR must follow by Post.
- iv. As part of the AFR, the EA shall submit the following to the NMCG:
 - (a) Invoices of suppliers /contractors against which online payment instruction issued by the EA in the previous month.
 - (b) A list of invoices received and not paid during the previous month.
 - (c) A list of contracts signed during the previous month.

2.7 Inspection and Monitoring:

i. The NMCG may depute any person to visit the EPIL/project site for the purpose of monitoring its work and project accounts. Full cooperation shall be provided by the EPIL to the persons deputed for inspection.

ii. The NMCG/SPMG may appoint agency (ies) for third party inspection (TPI) /

evaluation of the project.

iii. The executing agency (EA) shall maintain separate audited accounts for the

project and the same shall be open for inspection by NMCG.

iv. Time and cost overrun leading to delay in implementation of projects is viewed with serious concern by the Central Government and as per instructions contained in Cabinet Secretary's D.O. letter No. 261/1/10/2000-Cabinet, dated June 4, 2001 read with Planning Commission's D.O. letter No. O-14015/2/98-PAMD, dated 19.08.1998 (kindly visit NGRBA website/ 'Project Monitoring' for details), mandatory review of the project must be carried out from time to time so as to assess the expenditure trend and time schedule of the project and appropriate action against those responsible for delay shall be taken, in accordance with the instructions.

v. The Director General, NMCG or his authorized nominees may monitor overall

progress of project periodically from time to time.

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Annexure -III

_	Months											
Item	1	2	3	4	5	6	7	8	9	10	11	12
Tender Procedures and Formalities												
Site Mobilization												
Survey, Levelling & Procurement of materials												
Construction period	NO.											
Handing over												

Rom