No. CPSU - 10/EPIL/ELA/2016-17/260/NMCG- Naihati - Crematoria

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: September, 2016

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 "Construction and Upgradation of Electric Crematoria in Naihati Municipal Town" along River Ganga in West Bengal under Namami Gange Programme at an estimated cost of Rs.2.53 Crore (Rupees two crore fifty three lakh only)

Sir.

I am directed to convey the Administrative Approval and Expenditure Sanction for the project on "Construction and Upgradation of Electric Crematoria in Naihati Municipal Town" in West Bengal under Namami Gange programme at an estimated cost of Rs. 2.53 Crore (Rupees two crore fifty three lakh only) with 100% central funding with the following major project components;

S. No.	LOCATION	TYPE OF FURNACE	NOS. OF FURNACE	REMARKS		
1.	Ramghat	ELECTRIC	IC 1	NEW CONSTRUCTION		
2.	Ramghat	ELECTRIC	1	RENOVATION REQUIRED		

- **2.** The summary of project cost is given at **Annexure-I**. The costs would be restricted to approve estimates or actual whichever is lower and agency rate governed accordingly.
- **3.** Administrative Approval and Expenditure Sanction for the project is granted subjected to the conditions as per **Annexure –II.**
- **4.** The period of completion of the project is 15 (fifteen) months from the date of this sanction, including bidding process and award of work as per **Annexure III**.
- 5. The Executing Agency i.e. 'Engineering Projects India Limited (EPIL), is a Central Public Sector Unit of 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.
- 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.

- The funds for expenditure on the schemes would be debitable to the National Ganga Plan 8. 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 fund has not been properly utilized or appropriate progress is not being made.
- 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.
- This AA&ES is issued based on the appraisal and sanction of the Empowered Steering Committee (ESC) vide its 16th meeting held on Ist August 2016, and under the financial powers delegated vide OM No. 1 (3)/PF.II/2001 dated 15.11.2007 amended vide OM number 24(35)/PF-II/2012 dated 29/08/2014 of the Ministry of Finance (Deptt. Of Expenditure), with the approval of Secretary - Water Resources, River Development & Ganga Rejuvenation and concurrence of IFD-MoWR, RD & GR vide JS & FA Dy. No. FTS dated 08-09-2016 and Director (Finance) vide Dy. No. FTS: 1763/Dir(Fin)NMCG dated 19-09-2016

Yours faithfully,

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

1) The Chief Secretary, Government of West Bengal, Kolkata-700064.

2) The Programme Director-SPMG, West Bengal, Nagarayan Bhawan (6th Floor), DF-8, Sector-I, Salt lake, Kolkata

3) Chairman, Naihati Municipality, 1 no. RBC Road, Near Naihati Railway Station P.O Naihati, P S Naihati, North 24 Pargana, 743165

Conditions

- State has to explore and engage a suitable agency (NGO /Socio-cultural agency / ULB / i. Gram Panchayat) during this six months period to takeover O&M from 7th month onwards.
- State authorities must also explore to get an endowment created through some private ii. 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.
- Measures such as engaging the Ashrams, Matths, industries, NGOs, Institutions etc. for iii. adoption of certain ghats and crematoria by them may be explored and encouraged by State.
- Land, wherever applicable, will have to be provided by the State Government. iv.

Copy forwarded for information to:-

- 1) PS to Hon'ble Minister of WR,RD&GR, Shram Shakti Bhawan, Rafi Marg, New Delhi-01
- 2) PPS to Secretary, MoWR, RD&GR, Shram Shakti Bhawan, Rafi Marg, New Delhi-110001
- 3) PS to Mission Director, NMCG
- 4) Additional Mission Director
- 5) Director (Finance)
- 6) NMCG Officials,
- 7) Sanction Folder /Guard File/Computer Cell, MIS, NMCG

(Nityananda Ray) Deputy Secretary, SMD

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Summary of Cost of the Project Proposal of "Construction and Upgradation of Electric Crematoria in Naihati Municipal Town" along River Ganga, West Bengal under Namami Gange

S.No.	Description of Items	Rs. In Lakhs
1.	Ramghat	226.49
	Total (A)	226.49
2.	Operation & Maintenance (6 months)	2.49
	Total (B)	2.49
3.	Labor Cess @ 1%	2.26
	Total (C)	2.26
4.	Project Preparation (4% Max)	9.16
5.	Project Supervision (4% Max)	9.16
	Total (D) (4 + 5)	18.32
6.	Service Tax on Consultancy Services @ 15%	2.75
	Total (E)	2.75
	Grand Total (A+B+C+D+E) (Rs in Lakhs)	252.31
	Grand Total in Crore	2.53 crore

^{*} Service Tax w.e.f. $1^{\rm st}$ June 2016 as proposed by Finance Act 2016 O&M cost must include the warranty period.



Conditions on Administrative Approval & Expenditure Sanction for the Project on "Construction and Upgradation of Electric Crematoria in Naihati Municipal Town" along River Ganga, West Bengal under Namami Gange

1. 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 and the State authorities will explore the institutional framework and O&M plan during execution and DLP period.
- iii. 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.
- iv. The organization engaged for O&M must have revenue generation mechanism in place for sustaining the O&M activities.
- v. 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.
- vi. 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.
- vii. 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.
- viii. EPIL shall ensure to compliance with observation of TPA & NMCG at the time of finalization of bid documents and submit compliance response to TPA observations and ESC conditions.
- ix. 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.
- x. EPIL shall obtain all the statutory clearance/permission/licenses directly, required from different Government and civic bodies for implementation of the project.
- xi. 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.
- xii. Develop a safety plan for each contract. All injuries and, or safety violations should be reported to a designated Safety Officer.
- xiii. 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.
- xiv. 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 Empowered Steering Committee (ESC) of NGRBA. Cost overrun if any will be borne by the Central Government.
- xv. EPIL shall follow all the prevailing central government norms GFR 2005 and CVC guidelines, as amended, for selection of "contractors" and executing the works.
- xvi. Progress of implementation of the project shall be closely monitored by EPIL in coordination support from State Government of West Bengal /SPMG and ULB /Gram Panchayat so as to ensure that the project is completed within the stipulated period of time.

- Regular monitoring of the project implementation in accordance with NGRBA xvii. framework.
- xviii. 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.
 - The project will be implemented by EPIL and will call tenders for its execution as xix. per the prevailing procurement guidelines of Government of India/NGRBA Framework.
 - Environment and Social Impact Assessment and Environment Management Plan XX. (EMP) to be prepared and necessary No Objection to be taken from NMCG and EMP to include in the bid document/contract agreement of contractor.
- Guidelines issued by MoF and other governing organizations regarding disaster xxi. management as applicable be adhered to during project execution.
- xxii. NMCG 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.
- EPIL shall follow the press-policy as per the MoU agreed between both the parties. xxiii.
- The progress (physical & Financial, including funds utilization certificates) needs to xxiv. be reported by EPIL to NMCG on regular basis and as and when requested.
- EPIL need to follow all the observation of NMCG, and Third Party Inspection (TPI) XXV. agency, if any during the project implementation.
- All components of the project shall be completed within specified time limits and xxvi. the resources and 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.
- Any additional component relevant for project or any component require xxvii. modification or deletion, may be added or modified or deleted as the case may be, only with the prior approval of the NMCG.
- xxviii. 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.
 - All data, records, documents and material related to the project shall be stored xxix. properly and catalogued by EPIL for reference and retrieval including regular uploading /disclosure/updating of such data on website.
 - EPIL shall ensure that all provisions of the RTI Act 2005 are adhered to as far as XXX. information pertaining to the project is concerned.
- EPIL will ensure before awarding of work that land is under their possession and xxxi. free from encumbrances.
- Consent of ULB/Gram panchayat shall be taken before award of work. xxxii.
- xxxiii. Any defect arising during DLP shall be corrected by the EPIL without any charges
- Conditions/commitment indicated in the Empowered Steering Committee (ESC) xxxiv. Memo. Minutes and other documents including those to be fulfilled before start of the Programme shall be strictly adhered to in the project implementation and management.
 - 1. The release of funds is subject to the following terms and conditions:

Annual Plan and Procurement Plan: 1.1

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

1.2 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 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 from the River Front Management Head, 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.

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

1.3 Audit:

i. 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.

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

authorized by NMCG in this regard.

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

1.4 Flow of Funds:

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 enable electronic remittance:-

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

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

iii. 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.

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

- i. The Monthly, Physical Progress Reports (MPPRs) shall be submitted by the 10th day of every month regularly by the EPIL to the NMCG in a mutually developed format. The Quarterly Physical Progress Report (QPPRs) shall be submitted to the NMCG within 30 days from the end of each quarter.
- ii. The signing officers will indicate her/his name and designation in full in capital letters and commencement of processing the case, ink-signed MPPR must follow by Post
- iii. Consistency between physical progress and expenditure shall be maintained and reasons for substantial variations i.e., more than 10% shall be appropriately explained against each item.

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

- i. The EA shall furnish monthly 'Accounting and Financial reports (AFRs)' 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.
- 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.

1.7 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 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 Mission Directorate, NMCG and SPMG, WB will monitor the overall progress of the project periodically.

Annexure -III

SL NO.	DESCRIPTION OF WORK	WORK DURATION					
JE NO.	DESCRIPTION OF WORK	QTR-1	QTR-2	QTR-3	QTR-4	QTR-5	
А	Preparation of Tender Document and Award of works						
1	Preparation of Tender Document and Inviting Tender Bids						
2	Receiving of Bids and Tender Evaluation						
3	Award of Work and Commencement of work	1	1				
В	Construction Works						
	Burning Ghat at Ram Ghat						
1	Civil Works						
2	Electro Mechanical Works				-		
3	Handing Over					-	

Day