

NATIONAL MISSION FOR CLEAN GANGA

Selection of Consultant Firm

for

Procurement Management Support
Services

REQUEST FOR PROPOSALS

RFP No: P-03/2014-15/0120/NMCG

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Disclaimer

The information contained in this Request for Proposals document (“**RFP**”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the NMCG or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the NMCG to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the NMCG in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the NMCG, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NMCG accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The NMCG, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The NMCG also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.

The NMCG may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the NMCG is bound to select any Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and the NMCG reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage,

delivery fees, expenses associated with any demonstrations or presentations which may be required by the NMCG or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the NMCG shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process

Invitation for Proposals

1. INTRODUCTION

1.1 Background

- 1.1.1 Government of India has approved the ‘Namami Gange programme’ as an integrated approach for effective abatement of pollution in river Ganga. The ‘NAMAMI GANGE Programme’ involves enormous level of development work to be carried out across the identified cities and villages in the five States identified under the programme. The ‘Namami Gange Programme’ is an integrated Conservation Mission, approved as a ‘Flagship Programme’ by the Union Government in June, 2014 with budget outlay of Rs.20,000 Crore to accomplish the objectives of effective abatement of pollution, conservation and rejuvenation of national river the Ganga.
- 1.1.2 National Mission for Clean Ganga (NMCG) is the central level coordinating body supported by States Level Program Management Groups (SPMGs) for successful implementation of the programme. NMCG is the implementation wing of National Ganga Council which was set up in October, 2016 under the River Ganga (Rejuvenation, Protection and Management) Authorities order, 2016. The aim of the NMCG is abatement of pollution, conservation and rejuvenation of National River Ganga. At the State Level Programme Management Groups (SPMGs) have been established by the respective State Governments to co-ordinate & implement the NGRBA Programme activities at the state level. Investment proposals will be prepared and implemented by executing agencies selected by SPMGs.
- 1.1.3 The main objective of the proposed consultancy assignment is to provide support to NMCG and SPMGs to ensure that all procurement management aspects including preparation of bid documents and allotment of contract the Project, is satisfactorily implemented as per the Procurement Manual and the Procurement Plan.
- 1.1.4 In pursuance of the above, the NMCG is seeking consultancy services from reputed/ experienced organizations/ firms to support NMCG and SPMGs in the five states.

1.2 Request for Proposals

The NMCG invites proposals (the “**Proposals**”) from reputed/ experienced organizations/ firms for selection of consultant for providing Procurement Management Support Services (the “**Consultant**”). NMCG intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein. This RFP is open to all interested firms/consulting companies. The detailed scope of work of the consultant shall be in accordance with the Terms of Reference specified at Schedule-1 (the “**TOR**”).

1.3 Due diligence by Bidders

The Bidder is expected to examine all instructions, forms, terms and conditions in the RFP. Failure to furnish all information required by the RFP or submission of a tender not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in rejection of the proposal.

1.4 Availability of RFP Document

Complete RFP document is available for download at website of the NMCG (<http://nmcg.nic.in/>) and Central Public Procurement Portal web site (<https://eprocure.gov.in/cppp/>). NMCG shall not be responsible for any delay/difficulty/ inaccessibility of the downloading facility or any reason whatsoever.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the “PDD”).

1.6 Brief description of the Selection Process

The NMCG has adopted a two stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed Bidders shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Bidder shall be selected for negotiation (the “**Selected Bidder**”) while the second ranked Bidder will be kept in reserve.

1.7 Currencies of Bid and payment

1.7.1 The bidder shall submit his financial bid in Indian Rupees.

1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP.

1.8 Schedule of Selection Process

The NMCG would endeavour to adhere to the following schedule:

Event Description	Date
1. Last date for receiving queries/clarifications from the bidders	05.10.2017 upto 03:00 PM
2. Pre-Bid Conference	09.10.2017 at 03:00 PM
3. NMCG response to queries	12.10.2017
4. Proposal Due Date or PDD	24.10.2017 up to 12:30 PM

- | | |
|--|------------------------------|
| 5. Opening of Technical Bid | 24.10.2017 at 01:00 PM |
| 6. Date for Presentation on Approach and Methodology | To be informed later |
| 7. Opening of Financial Bid | To be informed later |
| 8. Signing of Agreement | Within 20 days of LoA |
| 9. Validity of Applications | 90 days of Proposal Due Date |

1.9 Pre-Bid Conference

The date, time and venue of Pre-Bid Conference shall be:

Date: 09.10.2017

Time: 03.00 PM

Venue: Conference Room, National Mission for Clean Ganga,
1st Floor, Major Dhyan Chand National Stadium, India Gate,
New Delhi – 110002.

1.10 Communications

- 1.10.1 All communications including the submission of Proposal should be addressed to:

Shri. Indresh Kumar Sawhney
Procurement Specialist
National Mission for Clean Ganga,
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi-110002.
Phone: 011 - 23072900
Email: indresh.sawhney@nmcg.nic.in
c.c.: ed.projects@nmcg.nic.in

- 1.10.2 The **Official Website** of the NMCG is:

<http://www.nmcg.nic.in>

- 1.10.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. The Bidder shall be a Sole Firm or the lead member of a consortium of firms (the “Lead Member”) as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Bidders are advised that the selection of Consultant shall be on the basis of an evaluation by the NMCG through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the NMCG’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Bidder shall be required to enter into an agreement with the NMCG in the form specified at Schedule-2.

2.2 Conditions of Eligibility of Bidders

- 2.2.1 Bidders must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.2.2 Consortium, Joint Venture, subletting, sub-contracting or hiring services of other entity for execution of the Services under this RFP is not allowed.
- 2.2.3 The Bidder should be Indian company/ partnership firm/ proprietary Firm registered under the respective act of India.
- 2.2.4 To be eligible for evaluation of its Proposal, the Bidder shall fulfil the following:
- (A) **Technical Capacity:** The Bidder should have successfully completed at least three assignments of similar nature in the last 10 years preceding the date of publication of NIT (Work Order/LOA from employer/ Project completion certificate is to be submitted).
- (B) **Financial Capacity:**
- i) The Bidder should have average annual turnover of Rs.12 (twelve) crore during past 3 (three) financial years preceding the Proposal Due Date.
 - ii) The Bidder should be a profit-making firm during past 3 (three) financial years preceding the Proposal Due Date.

- 2.2.5 The Bidder should submit a Power of Attorney as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Bidder, in case the Bidder is a partnership firm or limited liability partnership.
- 2.2.6 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public-sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.7 A Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.
- 2.2.8 While submitting a Proposal, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 An Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the NMCG shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the NMCG for, *inter alia*, the time, cost and effort of the NMCG including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the NMCG hereunder or otherwise.
- 2.3.2 The NMCG requires that the Consultant provides professional, objective, and impartial advice and at all times hold the NMCG’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the NMCG.
- 2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) the Bidder or Associate (or any constituent thereof) and any other Bidder or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect

shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- (d) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- (e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Application of either or each of the other Bidder; or
- (f) there is a conflict among this and other consulting assignments of the Bidder (including its personnel) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the NMCG for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) a firm which has been engaged by the NMCG to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or

- (h) the Bidder or Associate (or any constituent thereof), and the bidder, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.3.4 An Bidder eventually appointed to provide Consultancy for this Project, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the NMCG in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the NMCG in accordance with the rules of the NMCG. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

2.4 Number of Proposals

No Bidder shall submit more than one Application for the Consultancy.

2.5 Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation if any, visits to the office of NMCG. The

NMCG will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Acknowledgement by Bidder

2.6.1 It shall be deemed that by submitting the Proposal, the Bidder has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the NMCG;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the NMCG;
- (d) satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.6.2 The NMCG shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the NMCG.

2.7 Right to reject any or all Proposals

2.7.1 Notwithstanding anything contained in this RFP, the NMCG reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.7.2 Without prejudice to the generality of above Clause, the NMCG reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Bidder does not provide, within the time specified by NMCG the supplemental information sought by the NMCG for evaluation of the Proposal.

Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, then the NMCG reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the NMCG, including annulment of the Selection Process.

B. DOCUMENTS

2.8 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.10:

Request for Proposal

- 1 Introduction
- 2 Instructions to Bidders
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Bid Conference
- 6 Miscellaneous

Schedules

- 1 **Terms of Reference**
- 2 **Form of Agreement**

Annex-1: Terms of Reference

Annex-2: Cost of Services

Annex-3: Breakdown of Remuneration (Key Professionals)

Annex-4: Performance Milestone and Deliverables

Annex-5: Working Hours, Leaves and Holidays for Consultant's Personnel

Annex-6: Reimbursable Expenses

Annex-7: Letter of Award

Annex-8: Bank Guarantee for Performance Security

- 3 **Guidance Note on Conflict of Interest**

Appendices

Appendix-I: Technical Proposal

Form-1: Letter of Proposal

Form-2: Particulars of the Bidder

Form-3: Statement of Legal Capacity

Form-4: Power of Attorney

Form-5: Financial Capacity of Bidder

Form-6: Particulars of Key Professional

Form-7: Proposed Methodology and Work Plan

Form-8: Abstract of Eligible Assignments of Bidder

Form-9: Eligible Assignments of Bidder

Form-10: Curriculum Vitae (CV) of Key Professional

Appendix-II: Financial Proposal

Form-1: Covering Letter

Form-2: Financial Proposal

Form-3: Estimate of Personnel Costs

2.9 Clarifications

- 2.9.1 Bidders requiring any clarification on the RFP may send their queries to the NMCG in writing by speed post/ courier/ special messenger or by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

"Queries concerning RFP for Selection of consultant for procurement management support services."

The NMCG shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by e-mail. The NMCG will post the reply to all such queries on the Official Website without identifying the source of queries.

- 2.9.2 The NMCG reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the NMCG to respond to any question or to provide any clarification.

2.10 Amendment of RFP

- 2.10.1 At any time prior to the deadline for submission of Proposal, the NMCG may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.

- 2.10.2 The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Bidders.

- 2.10.3 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the NMCG may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.11 Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting

document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.12 Format and signing of Proposal

2.12.1 The Bidder shall provide all the information sought under this RFP. The NMCG would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.12.2 The Bidder shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Bidder shall submit 1 (one) copy of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail.

2.12.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the "**Authorised Representative**") as detailed below:

- (a) By the proprietor, in case of a proprietary firm; or
- (b) By a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) By a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified under the hands of a partner or director of the Bidder and notarised by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

2.12.4 Bidders should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by NMCG and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.16.1. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the NMCG reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

2.13 Technical Proposal

2.13.1 Bidders shall submit the technical proposal in the formats at Appendix-I (the "**Technical Proposal**").

2.13.2 While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- (a) The Bid Security is provided;
- (b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (c) Power of Attorney, if applicable, is executed as per Applicable Laws;
- (d) CVs of all Key Professional have been included;
- (e) Key Professional have been proposed only if they meet the Conditions of Eligibility laid down at Clause 5 of ToR of the RFP;
- (f) No alternative proposal for any Key Professional is being made and only one CV for each position has been furnished;
- (g) The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Bidder. Photocopy or unsigned / countersigned CVs shall be rejected;
- (h) The CVs shall contain an undertaking from the respective Key Professional about his/her availability for the duration specified in the RFP;
- (i) Key Professional proposed have good working knowledge of English and Hindi language;
- (j) Key Professional would be available for the period indicated in the TOR;
- (k) No Key Professional should have attained the age of 60 (sixty) years at the time of submitting the proposal; and
- (l) The proposal is responsive in terms of Clause 2.21.3.

2.13.3 Failure to comply with the requirements spelt out in this Clause shall make the Proposal liable to be rejected.

2.13.4 If an individual Key Professional 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.

2.13.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.13.6 The proposed team shall be composed of experts and specialists (the “**Key Personnel**”) in their respective areas of expertise such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key

Professional specified in Clause shall be included in the proposed team of Key Professional. Other competent and experienced Key Professional in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Key Professional, if any, should also be submitted in the format at Form-12 of Appendix-I.

2.13.7 The NMCG reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the NMCG to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the NMCG thereunder.

2.13.8 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the NMCG without the NMCG being liable in any manner whatsoever to the Bidder or Consultant, as the case may be.

In such an event, the NMCG shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the NMCG for, *inter alia*, time, cost and effort of NMCG, without prejudice to any other right or remedy that may be available to the NMCG.

2.14 Financial Proposal

2.14.1 Bidders shall submit the financial proposal in the formats at Appendix-II (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Bidder’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.14.2 While submitting the Financial Proposal, the Bidder shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, equipment, printing of documents, surveys, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be

deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

(iii) Costs (including break down of costs) shall be expressed in INR.

2.15 Submission of Proposal

2.15.1 The Bidders shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Bidder as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the NMCG and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the NMCG, the latter shall prevail.

2.15.2 The Proposal will be sealed in an outer envelope which will bear the address of the NMCG, RFP Notice number, Consultancy name as indicated at Clauses 1.10.1 and 1.10.3 and the name and address of the Bidder. It shall bear on top, the following:

“Do not open, except in presence of the Authorised Person of the National Mission for Clean Ganga (NMCG)

If the envelope is not sealed and marked as instructed above, the NMCG assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Bidder.

2.15.3 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked ‘**Technical Proposal**’ and the other clearly marked ‘**Financial Proposal**’. The envelope marked “Technical Proposal” shall contain:

- (i) Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 15 of Appendix-I and supporting documents; and
- (ii) Bid security as specified in Clause 2.19

The envelope marked “Financial Proposal” shall contain the Financial Proposal in the prescribed format (Forms 1, 2 & 3 of Appendix-II).

2.15.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Bidder. All pages of the Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.

2.15.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.15.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.15.7 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.

2.16 Proposal Due Date

2.16.1 Proposal should be submitted on the Proposal Due Date specified in Clause 1.8 at the address provided in Clause 1.10.1 in the manner and form as detailed in this RFP.

2.16.2 The NMCG may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

2.17 Late Proposals

Proposals received by the NMCG after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.18 Modification/ substitution/ withdrawal of Proposals

2.18.1 The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the NMCG prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the Proposal Due Date.

2.18.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.15, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.18.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the NMCG, shall be disregarded.

2.19 Bid Security

2.19.1 The Bidder shall furnish as part of its Proposal, a bid security of Rs.2,00,000 (Rupees Two Lakh only) in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of the National Mission for Clean Ganga payable at New Delhi (the "**Bid Security**"), returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Bidders as required in Clause 2.24.1. In the event that the first ranked Bidder commences the assignment as required in Clause 0, the second ranked Bidder, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Bidder's Bid Security shall be returned, upon the Bidder signing the Agreement and

completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.

2.19.2 Any Bid not accompanied by the Bid Security shall be rejected by the NMCG as non-responsive.

2.19.3 The NMCG shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.19.4 The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the NMCG's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the NMCG as the mutually agreed pre-estimated compensation and damage payable to the NMCG for, *inter alia*, the time, cost and effort of the NMCG in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Bidder submits a non-responsive Proposal;
- (b) If a Bidder engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- (c) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time;
- (d) In the case of the Selected Bidder, if the Bidder fails to reconfirm its commitments during negotiations as required vide Clause 2.24.1;
- (e) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified in Clauses 2.28 and 0 respectively; or
- (f) If the Bidder is found to have a Conflict of Interest as specified in Clause 2.3.

2.20 Performance Security

2.20.1 The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the NMCG's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the NMCG as the mutually agreed pre-estimated compensation and damages payable to the NMCG for, *inter alia*, the time, cost and effort of the NMCG in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- (a) If an Bidder engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- (b) If the Bidder is found to have a Conflict of Interest as specified in Clause 2.3; and
- (c) If the Selected Bidder commits a breach of the Agreement.

- 2.20.2 An amount equal to 10% (ten cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.20, which may be forfeited and appropriated in accordance with the provisions hereof.
- 2.20.3 If the selected Bidders fails to submit the Performance Guarantee before the signing of the agreement, the LoA shall be deemed to be withdrawn and the Bid security shall be forfeited by NMCG as the compensation payable to NMCG for the loss of time, cost and effort of NMCG in regard to the RFP.
- 2.20.4 The performance security shall remain valid up to 60 days beyond the end of the contract period.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

- 2.21.1 The NMCG shall open the Proposals on the Proposal Due Date and at the venue as specified in Clause 1.10.1 and in the presence of the Bidders who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.
- 2.21.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.18 shall not be opened.
- 2.21.3 Prior to evaluation of Proposals, the NMCG will determine whether each Proposal is responsive to the requirements of the RFP. The NMCG may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
- (a) The Technical Proposal is received in the form specified at Appendix-I;
 - (b) It is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.16;
 - (c) It is accompanied by the Bid Security as specified in Clause 2.19.1.
 - (d) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.12 and 2.15;
 - (e) It is accompanied by the Power of Attorney as specified in Clause 2.2.5;
 - (f) It contains all the information (complete in all respects) as requested in the RFP;
 - (g) It does not contain any condition or qualification; and
 - (h) It is not non-responsive in terms hereof.
- 2.21.4 The NMCG reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the NMCG in respect of such Proposals.
- 2.21.5 The NMCG shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.21.6 After the technical evaluation, the NMCG shall prepare a list of shortlisted Bidders in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Bidders along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. The NMCG will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.21.7 Bidders are advised that Selection shall be entirely at the discretion of the NMCG. Bidders shall be deemed to have understood and agreed that the NMCG shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.21.8 Any information contained in the Proposal shall not in any way be construed as binding on the NMCG, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

2.22 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the NMCG in relation to matters arising out of, or concerning the Selection Process. The NMCG shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The NMCG may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the NMCG or as may be required by law or in connection with any legal process.

2.23 Clarifications

2.23.1 To facilitate evaluation of Proposals, the NMCG may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the NMCG for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.23.2 If a Bidder does not provide clarifications sought under Clause above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the NMCG may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the NMCG.

E. APPOINTMENT OF CONSULTANT

2.24 Negotiations

2.24.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Professional, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Bidder fails to reconfirm its commitment, the NMCG reserves the right to designate the next ranked Bidder as the Selected Bidder and invite it for negotiations.

2.24.2 The NMCG will examine the CVs of all Key Professional and those not found suitable shall be replaced by the Bidder to the satisfaction of NMCG.

2.25 Substitution of Key Professional

2.25.1 The NMCG will not normally consider any request of the Selected Bidder for substitution of Key Professional as the ranking of the Bidder is based on the evaluation of Key Professional and any change therein may upset the ranking. Substitution will, however, be permitted in accordance with the terms stipulated in relevant clause of the Agreement.

2.25.2 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Bidder or termination of the Agreement.

2.26 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the NMCG for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.27 Award of Consultancy

After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the NMCG to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the NMCG may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the NMCG on account of failure of the Selected Bidder to acknowledge the LOA, and the next highest ranking Bidder may be considered.

2.28 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

2.29 Commencement of assignment

The Consultant shall commence the Services at NMCG and SPMG within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the NMCG may invite the second ranked Bidder for negotiations. In such an event, the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.19.4.

2.30 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the NMCG or submitted by a Bidder to the NMCG shall remain or become the property of the NMCG. Bidders and the Consultant, as the case may be, are to treat all information as strictly confidential. The NMCG will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the NMCG in relation to the Consultancy shall be the property of NMCG.

	categories respectively and the other TLs shall be assigned marks out of 4.5 for the respective category in proportion to their length of experience and number of assignments respectively, as compared to the highest in each category.	
	<p>Procurement Specialist (1 no.) 7 marks</p> <p>Qualified Engineer /MBA/CA or Surveyor with at least 10years experience on procurement issues out of which 5 years' experience shall be in Waste Water Projects</p> <p>Number of years of experience 50%</p> <p>Number of assignments 50%</p> <p>The Procurement Specialist (PS) with the highest number of years of experience and highest number of assignments handled, shall get full 3.5 marks for each of the two categories respectively and the other PSs shall be assigned marks out of 3.5 for the respective category in proportion to their length of experience and number of assignments respectively, as compared to the highest in each category.</p>	
	<p>Procurement Specialist (4 nos.) 24 marks</p> <p>Qualified Engineer /MBA/CA or Surveyor with at least 10 years' experience.</p> <p><u>6 marks each i.e. 6x 4</u></p> <p>Number of years of experience 50%</p> <p>Number of assignments 50%</p> <p>The Procurement Specialist (PS) with the highest number of years of experience and highest number of assignments handled, shall get full 3 marks for each of the two categories respectively and the other PSs shall be assigned marks out of 3 for the respective category in proportion to their length of experience and number of assignments respectively, as compared to the highest in each category.</p>	
	<p>Assistant Procurement Specialist (5 nos.)</p> <p>Engineer /MBA or equivalent qualification to assist the Procurement Specialist with at least 5 years' experience (Not to be evaluated but Bidder shall submit CVs as required).</p>	
Grand Total		100

3.1.4 Eligible Assignments

A. Eligible Assignments.

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, consultancy assignments granted by the Government of India, World Bank, ADB and any other international funding agencies for providing procurement management support services in accordance with the respective procurement guidelines will be considered.

Infrastructure sectors include power, roads, bridges, ports, airports, railways, urban utility infrastructure (city gas utility, solid waste management), water/waste water & sanitation (projects in distribution, bulk supply, water treatment plants, sewer networks, sewage treatment plants, common effluent treatment plants, and desalination plants).

3.2 Short-listing of Bidders

Bidders ranked as aforesaid, shall be short-listed for financial evaluation in the second stage. However, if the number of such Bidders is less than two, the NMCG may, in its sole discretion, shortlist the Bidder(s) whose technical score is less than 70 (seventy) points even if such Bidder(s) do(es) not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of short-listed Bidders shall not exceed two.

3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (S_F).

3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

3.3.3 The NMCG will determine whether the Financial Proposals are complete and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other Proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = amount of Financial Proposal)

3.4 Combined and final evaluation

3.4.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal, which shall be **0.60** and **0.40** respectively.

3.4.2 The Selected Bidder shall be the first ranked Bidder (having the highest combined score). The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in Clauses 2.24, 0 and 2.30, as the case may be.

4. FRAUD AND CORRUPT PRACTICES

- 4.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the NMCG shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the NMCG shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the NMCG for, *inter alia*, time, cost and effort of the NMCG, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- 4.2. Without prejudice to the rights of the NMCG under Clause 4.1 hereinabove and the rights and remedies which the NMCG may have under the LOA or the Agreement, if an Bidder or Consultant, as the case may be, is found by the NMCG to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by the NMCG during a period of 2 (two) years from the date such Bidder or Consultant, as the case may be, is found by the NMCG to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NMCG who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NMCG, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the

LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the NMCG in relation to any matter concerning the Project;

- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the NMCG with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-BID CONFERENCE

- 5.1. Pre-Bid Conference of the Bidders shall be convened at the designated date, time and place. Only those Bidders, who have downloaded the RFP document from the Official Website of NMCG, shall be allowed to participate in the Pre-Bid Conference. A maximum of two representatives of each Bidder shall be allowed to participate on production of an authority letter from the Bidder.
- 5.2. During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the NMCG. NMCG shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.
- 5.3. The Format for submission of Pre-Bid queries is attached as **APPENDIX-I, Form-11**.

6. MISCELLANEOUS

- 6.1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which NMCG has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2. NMCG, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) Consult with any Bidder in order to receive clarification or further information;
 - (c) Retain any information and/or evidence submitted to the NMCG by, on behalf of and/or in relation to any Bidder; and/or
 - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.3. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases NMCG, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4. All documents and other information supplied by the NMCG or submitted by a Bidder shall remain or become, as the case may be, the property of NMCG. NMCG will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 6.5. NMCG reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

SCHEDULES

SCHEDULE-1
(See Clause 1.2)

**Selection of Consultant for
Procurement Management Support Services**

Terms of Reference (TOR)

Terms of Reference (TOR)
Procurement Management Support Services to the
National Mission for Clean Ganga

1. BACKGROUND

- 1.1 The 'Namami Gange Programme (NGP)', is an Integrated Conservation Mission, approved as a 'Flagship Programme' by the Union Government in June 2014 with budget outlay of Rs.20,000 Crore to accomplish the twin objectives of effective abatement of pollution, conservation and rejuvenation of National River Ganga.
- 1.2 The National Mission for Clean Ganga (NMCG) is the implementation wing of National Ganga Council which was setup as an Authority in October 2016 under the River Ganga (Rejuvenation, Protection and Management) Authorities order 2016. The aim of NMCG is to clean the River Ganga in a comprehensive manner with an objective of effective abatement of pollution, conservation and rejuvenation of National River Ganga.
- 1.3 The proposed Consultancy is to provide support to NMCG/State Projects Management Groups (SPMGs)/Executing Agencies (EAs) to ensure that all Procurement Management aspects including preparation of documents and contract awards are satisfactorily implemented as per the Procurement Guidelines & Procurement Plan.
- 1.4 The selection and engagement of the Procurement Management Services will be undertaken by National Mission for Clean Ganga (NMCG) in accordance with the Quality and Cost Based Selection Procedures.

2. OBJECTIVES:

- 2.1 To improve the institutional capacity of the NMCG/SPMGs/EAs to a level which ensures that Government & other lending organizations' Procurement Procedures/Guidelines/Norms are adhered to. Lending Organization's may include multilateral/bilateral financial institutions such as World Bank, JICA etc.
- 2.2 Overall, the Consultant firm will ensure effective, efficient, transparent & accountable procurement, across the entire project, of works, goods and services, including timely and efficient procurement planning and execution, co-ordination with relevant units/Executing Agencies (EAs), procurement monitoring and evaluation, reporting and capacity building.

3. SCOPE OF THE SERVICES: The consultant shall:

- 3.1 Prepare the procurement plan for NMCG/SPMGs/EAs in consultation with all stakeholders.
- 3.2 Identify the projects/works, goods and services to be procured for NMCG/SPMGs/EAs in the short term and long term and develop a time chart for procurement.

- 3.3 Assist in preparation of detailed terms of reference /scope of work for procurement of goods, services and works.
- 3.4 Prepare standard bidding documents for procurement of Goods, services and works such as EoI, RFQ, RFP.
- 3.5 Develop a framework for reporting deviations from standard bidding documents to meet project specific requirements by NMCG/SPMGs/EA.
- 3.6 Prepare variation analysis for deviation from standard bidding clauses for its impact on competitiveness & pricing for the specific procurement and assist the authority in taking appropriate decisions.
- 3.7 Assist in preparation of bidding documents such as EOIs, RFQ, RFP etc. for non-standard procurements.
- 3.8 Assist the NMCG/SPMGs/EAs in the development and implementation of an online procurement system for efficient and transparent procurement.
- 3.9 Review the ToR/EoI/RFP/Bid documents prepared by the SPMGs/EAs so as to ensure that the same is, in compliance with, the procurement plan approved and provide inputs/comments/suggestions to them on the course of action to be taken if any;
- 3.10 Forward the bidding documents to respective approving authorities such as NMCG, World Bank etc. and obtain the comments/observations on the documents.
- 3.11 Assist in incorporation of all suggestions/comments/reviews by the approving authorities in the bidding documents and assist NMCG/SPMGs/EAs in finalizing the bidding documents.
- 3.12 Assist in organizing meetings with NMCG/SPMGs/EAs/Multilateral Funding Institutions for obtaining and incorporating the views/comments of all stakeholders in all procurement related activities including but not limited to Procurement Plan, Procurement documents, method of procurement, Conditions of Contract, Special Conditions of Contract, work requirements and technical specifications, Bill of Quantities(BOQs), implementation schedules, etc.
- 3.13 Manage the entire procurement process through appropriate method, it warrants, including but not limited to, advertisements, arranging public notices, sale of tender documents, receipt of proposal/bids, monitoring the schedule of procurement, establishing procurement committees, arranging committee meetings, briefings etc.
- 3.14 Assist in conduct of pre-bid/pre proposal meetings, Prepare minutes of pre-bid meeting/minutes of pre-bid conference, Prepare the replies to the pre-bid/pre proposal queries, amendments/addendums/corrigendum to the Bid documents,

assistance in seeking the approval for amendments/addendum/clarifications from competent authority, publishing the clarifications, addendums/corrigendum, follow up with the potential bidders on critical issues and providing continuous feed back to the authorities concerned, for appropriate action if any, post pre bid issues/clarifications etc.

- 3.15 Assist in Bidding Process like receipt and acceptance of Bids, safe custody of bids received, managing revised submissions before the due date with the approval of competent authority, opening of the bids/proposal received, preliminary evaluation, record of minutes of bid opening, deposit of bid security, bid process fees in appropriate accounts, etc.
- 3.16 Assist in preparation & Review of Technical Evaluation Report /Bid Evaluation Report/ Combined Technical and Financial Evaluation Report/ Contract document/ Minutes of Negotiation/ Minutes of the Procurement Committee meeting, considering applicable policies, procedures, guidelines/ best practices including review of Bids' validity period.
- 3.17 Assist in preparation of Letter of Award & Contract agreement in accordance with relevant clauses of RFP/Bid Document & refund of bid security to unsuccessful bidders.
- 3.18 Review and monitor the existing contracts with regard to variations, time extensions, termination, additional compensation and claims & other contractual issues etc.
- 3.19 Assist in preparation of implementation schedules, and contract supervision plans including contract performance evaluation criteria;
- 3.20 Assist in Audit & review the contractor's requests for time extensions, variations, and recommend appropriate measures/actions to process necessary approvals assist in prior and post reviews of contracts.
- 3.21 Assist NMCG/SPMGs/EAs in managing and resolving all procurement related grievances received by NMCG/SPMGs/EAs /Lending organizations.
- 3.22 Assist in Maintenance of a proper filing system for all the relevant procurement related documents and record regularly all the procurement related works accomplished for continuity planning, maintain individual contract files including compilation of all procurement documents. Maintain a computerized as well as physical filing system to include all contract documentation to support procurement process, contract administration documents, payment requests, contract closure and evaluation.
- 3.23 Assist in overall administration of the contracts including contract monitoring, payment processing, contract closure, and maintenance of all contract files;
- 3.24 Provide necessary training and capacity building for the staff of NMCG/SPMGs/EAs on functional areas.

- 3.25 Assist all implementing entities and staff in procurement capacity building activities including support during procurement assessment and the procurement system development process including preparation of Procurement Manuals/Guidelines and other documents.
- 3.26 Provide operational advice to all staff on guidelines and procedures for procurement.
- 3.27 Coordinate with NMCG/SPMGs/EAs and Lending Organizations' as required, for successful implementation of Project
- 3.28 Execute any other work related to contract administration as directed by NMCG/SPMGs/EAs.

4. SUPPORT PROVIDED BY THE IMPLEMENTING AGENCY

- 4.1 NMCG/SPMGs will provide office spaces within the NMCG/SPMGs Office along with work stations, internet access, office equipment and stationery needed for the staff of the Consultants.
- 4.2 The NMCG/SPMGs to provide updated procurement plan & procurement manuals.
- 4.3 NMCG/SPMGs will give access to all the required documents, correspondence & any other information associated with the projects as deemed necessary.
- 4.4 Official travel for field visits, duly approved by appropriate authority in NMCG/SPMGswill be paid on reimbursable basis.
- 4.5 It may be noted that technical information for the terms of reference will be supplied by the respective NMCG/SPMGs/EAs.

5. KEY PROFESSIONAL:

- 5.1 The required qualifications and competence of the staff are summarized below:

S. No	Key Professionals	Experience	Number of Persons(Lo cation)	Man-Months
1.	Team Leader	Essential Qualifications & Experience: Qualified Engineer/CA/MBA/ with at least 15years experience in Procurement for GoI/EAP procurement Guidelines. He /she should have relevant experience	1(Delhi)	(Full-Time)

S. No	Key Professionals	Experience	Number of Persons(Location)	Man-Months
		of managing procurement process of Works, Goods and Consulting/ Non-Consulting Services, Knowledge of Government rules and regulations, procedures and guidelines.		
2a.	Procurement Specialist	<p>Essential Qualifications & Experience: Qualified Engineer /MBA/CA or Surveyor (or equivalent to be qualified to undertake preparation of contract documents) with at least 10years experience on procurement issues out of which 5 years' experience shall be in Waste Water Projects.</p> <p>Adequate knowledge of the Lending Organizations guidelines. He/she should have knowledge of Government rules and regulations, procedures and guidelines.</p>	1(Delhi)	(Full-Time)
2b.	Procurement Specialist	<p>Essential Qualifications & Experience: Qualified Engineer /MBA/CA or Surveyor (or equivalent to be qualified to undertake preparation of contract documents) with at least 10years experience on procurement issues related to Goods and Services.</p> <p>Adequate knowledge of the Lending Organizations, Lending organizations guidelines. He/she should have knowledge of Government rules and regulations, procedures and guidelines.</p>	1(Delhi) 1(Dehradun) 1(Patna& Ranchi) 1 (Kolkata),	(Full-Time)

S. No	Key Professionals	Experience	Number of Persons(Location)	Man-Months
3	Assistant Procurement Specialist	Essential Qualifications & Experience: Engineer /MBA or equivalent qualification to assist the Procurement Specialist with at least 5 years' experience on procurement issues.	3(Delhi) 1(Lucknow) 1(Patna & Ranchi)	(Full-Time)

6. ASSIGNMENT PERIOD:

- 6.1 The assignment would be initially for a period of 2 (two) years. The period could subsequently be extended for a further period of maximum 2 years (one year at a time) based on agreement between NMCG & Consultant. In the case of extension beyond 2 years, the adjustment in Remuneration rates of Key Professionals shall be worked out on the basis of prevailing rates of Consumer Price Index (CPI) for urban labour, published by MoSPI as on one month prior to the date of extension of contract, compared to the similar rate on the date of contract.

7. TERMS OF PAYMENT:

- 7.1 As soon as practicable & not later than 5 days after the end of each calendar month during the period of services or after the end of each time intervals otherwise indicated in Special conditions of contract, the consultant to submit to the client, in duplicate, itemized statement, accompanied by copies of invoices, vouchers & other appropriate supporting materials, of the amounts payable. The statement shall distinguish between the Remunerations & Reimbursable expenses.
- 7.2 Client shall pay the consultants within 15 days of receipt of such statement with supporting documents of client's satisfaction.
- 7.3 Final payment shall be made only after the final report & a final statement has been submitted by the Consultant & approved as satisfactory. Except for final payment, other payments will not constitute the acceptance of the services nor relieve the consultant of any obligation.
- 7.4 Reimbursement of travel expense would be at actuals subject to production of evidence. Further, all travel would require prior approval from NMCG/SPMGs/EAs concerned.

The rates applicable for the purposes of reimbursements shall be lower of the actual as incurred or as mentioned herein below as approved by the client:

Class of Travel	Local conveyance (office purpose) (On approval by the client)	Daily Allowance (INR/Day)		
		Boarding	As per Actuals (Maximum Ceiling)	
			Hotel (State Capitals)	Hotel (Other towns)
Air- Economy/ AC-II (For outstation travel- Distance up to five hundred (500) kilometres should be travelled by train, wherever it is reasonably possible and feasible.	Taxi @ Rupees Fifteen per kilometre (INR 15/Km) or rates decided mutually.	Reimbursable on actual, the expenditure should not exceed Rupees Six Hundred and fifty (INR 650/-) only.	Rupees four thousand (INR 4,000/-) only	Rupees Three thousand (INR 3,000/-) only.

Note: Any revision in the reimbursable expenses as per NMCG policy will be effected.

8. PERFORMANCE CRITERIA & DELIVERABLES:

- 8.1 **Performance Criteria:** The Performance of Consultant's staff will be reviewed by the appropriate authority on Quarterly /Half yearly/Yearly basis. Evaluated performance of Consultant will form basis for extension of Contract.
- 8.2 **Deliverables:** The consultant shall submit the following reports (original + copy) to Project Director at respective NMCG/SPMGs.

S. No	Deliverables	Description	Frequency /Timelines
1.	<i>Inception Report</i>	<i>Review of existing situation/contracts & information Detailed work plan & schedule</i>	<i>Within two weeks from Mobilization</i>
2.	Weekly Progress Report	Status during tendering process	Weekly (by Tuesday of the following week)
3.	Monthly Progress Report	Status of all ongoing contracts and contract supervision monitoring	Monthly (by 5 th day of the following month)
4.	Quarterly	Status including	Quarterly (by 10 th day of

S. No	Deliverables	Description	Frequency /Timelines
	Progress Report	capacity building activities	the following month i.e. January, April, July and October)
5.	Half Yearly Progress Report	Consolidated Progress Report on implementation issues & constraints. Best practices, lessons learnt	Half yearly (by 15 th day of the following month i.e. July, January)
6.	Final Report	End of assignment	Before one month of expiry

SCHEDULE-2
(See Clause 2.1.3)

AGREEMENT

FOR

**PROVIDING CONSULTANCY SERVICES FOR
PROCUREMENT MANAGEMENT SUPPORT SERVICES**

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AGREEMENT

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the day of the month of 20..., between, on the one hand, **National Mission for Clean Ganga** (hereinafter called as NMCG) which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The NMCG vide its Request for Proposal for seeking Procurement Management Support Services (hereinafter called the “**Consultancy**”) provide support to NMCG/State Projects Management Groups (SPMGs)/Executing Agencies (EAs) to ensure that all Procurement Management aspects including Preparation of documents and Contract awards are satisfactorily implemented as per the Procurement Guidelines & Procurement Plan (hereinafter called the “**Project**”);
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the NMCG that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the NMCG on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) NMCG on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “**Agreement**” means this Agreement, together with all the Annexes;
- (b) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (c) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;

- (e) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (f) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- (g) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (h) “**Government**” means the Government of India or the Government of the State in which the project is implemented
- (i) “**INR, Re. or Rs.**” means Indian Rupees;
- (j) “**Party**” means the NMCG or the Consultant, as the case may be, and Parties means both of them;
- (k) “**Personnel**” means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
- (l) “**RFP**” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (m) “**Services**” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the NMCG and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the NMCG and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the NMCG shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the NMCG has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.9 or to such other person as the Consultant may from time to time designate by notice to the NMCG; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the NMCG;
- (b) in the case of the NMCG, be given by e-mail and by letter delivered by hand and be addressed to the NMCG with a copy delivered to the NMCG Representative set out below in Clause 1.9 or to such other person as the NMCG may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the NMCG's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in

the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the office of NMCG and respective SPMG in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authorised Representatives

1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the NMCG or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause.

1.9.2 The NMCG may, from time to time, designate one of its officials as the NMCG Representative. Unless otherwise notified, the NMCG Representative shall be:

.....

.....

Tel:

Mobile:

Email:

1.9.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

.....

.....

Tel:

Mobile:

Email:

1.10 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the NMCG shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the NMCG may, by not less than 2 (two) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to NMCG; and (ii) the expiry of 2 (two) years from the Effective Date. Upon Termination, the NMCG shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 6.1.3 and 8.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The NMCG may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By NMCG

The NMCG may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the NMCG may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;

- (d) the Consultant submits to the NMCG a statement which has a material effect on the rights, obligations or interests of the NMCG and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) NMCG, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the NMCG, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- (a) the NMCG fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the NMCG is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the NMCG of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the NMCG fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the NMCG shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the NMCG):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the NMCG, and shall at all times support and safeguard the NMCG's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the “**TOR**”) at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the NMCG in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the NMCG in accordance with the rules of the NMCG. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the NMCG shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the NMCG shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the NMCG towards, *inter alia*, the time, cost and effort of the NMCG, without prejudice to the NMCG's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the NMCG under Clause 3.2.5 above and the other rights and remedies which the NMCG may have under this Agreement, if the Consultant is found by the NMCG to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the NMCG to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "**corrupt practice**" means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NMCG who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NMCG, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner

whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the NMCG in relation to any matter concerning the Project;

- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the NMCG under this Agreement;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the NMCG with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the NMCG to the Consultant and the Personnel; any information provided by or relating to the NMCG its technology, technical processes, business affairs or finances or any information relating to the NMCG’s employees, officers or other professionals or suppliers, customers, or contractors of NMCG; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (“**Confidential Information**”), without the prior written consent of the NMCG.

Notwithstanding the aforesaid, the Consultant and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant and the Personnel of either of

them;

- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant and the Personnel of either of them shall give the NMCG, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the NMCG for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, 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 Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to the Agreement Value.

3.5 Accounting, inspection and auditing

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- (b) permit the NMCG or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the NMCG.

3.6 Consultant's actions requiring the NMCG's prior approval

The Consultant shall obtain the NMCG's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the NMCG prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement.

3.7 Reporting obligations

The Consultant shall submit to the NMCG the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.8 Documents prepared by the Consultant to be property of the NMCG

- 3.8.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the NMCG, and all intellectual property rights in such Consultancy Documents shall vest with the NMCG. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the NMCG under law, shall automatically stand assigned to the NMCG as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the NMCG may deem necessary to secure its rights herein assigned by the Consultant.
- 3.8.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the NMCG together with a

detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the NMCG.

- 3.8.3 The Consultant shall hold the NMCG harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘Claims’) which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the NMCG.

3.9 Providing access to Project Office and Personnel

The Consultant shall ensure that NMCG and officials of the NMCG are provided unrestricted access to the Project Office and to all Personnel during office hours. The 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 Consultant and verify the records relating to the Services for his satisfaction.

3.10. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the NMCG against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. CONSULTANT’S PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

- 4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant’s Personnel are described in Annex-3 of this Agreement. The estimate of Personnel costs and man-month rates are specified in Annex-3 of this Agreement.

- 4.2.2 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in

writing between the NMCG and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

- 4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the NMCG. No other Professional Personnel shall be engaged without prior approval of the NMCG.
- 4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the NMCG its proposal along with a CV of such person in the form provided at Appendix-I (Form-12) of the RFP. The NMCG may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the NMCG's consideration. In the event the NMCG does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the NMCG.

4.4 Substitution of Key Professional

The NMCG expects all the Key Professional specified in the Proposal to be available during implementation of the Agreement.

- 4.4.1 Removal and / or Substitution/replacement of Personnel shall be made only with prior written approval of the NMCG. Except as the NMCG may otherwise agree, no changes shall be made in the Key Professionals. Notwithstanding the above, the substitution of Key Professional during Agreement execution may be considered based on the written request made by either side. However, in case of the Consultant, due to circumstances outside the reasonable control of the Consultant such as such as resignation, retirement, death, medical incapacity; if it becomes necessary to replace any of the Key Professional, the Consultant shall forthwith provide as a replacement such personal of equivalent or with better qualifications and experience as are acceptable to the NMCG. In cases other than death or medical incapacity, the Consultant shall give thirty (30) days advance notice to the NMCG and provide replacement CV so as to provide the NMCG with thirty (30) days of notice for such replacement. For such substitution deduction upto 15% (fifteen percent) in remuneration specified for the replaced Key Professional may be applied from the payment due to the Consultant at the discretion of the NMCG. The Consultant shall be required to provide at least two (2) CVs for each such replacement of Key Professional(s). If required, the proposed Key Professional, who may be interviewed by the NMCG's representatives or nodal officer as the case may be.
- 4.4.2 If the NMCG finds that any of the Consultant Personnel have committed serious misconduct or has been charged with having committed a criminal action, or the NMCG determines that Personnel have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the NMCG's written request, provide a replacement acceptable to the NMCG.

4.4.3 In the event that any of Key Professional are found by the NMCG to be incompetent or incapable or undesirable in discharging assigned duties, the NMCG specifying the grounds therefore, may require the Consultant to provide a replacement, acceptable to the NMCG.

4.4.4 Any change, replacement or substitution of a Key Professional in contravention of the Agreement shall constitute a material breach of the Agreement and may lead to actions as deemed necessary by the Client including termination of the Contract. The Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man months of service set forth in Annex-2. The Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Sub-Consultants

The Consultant shall not assign, transfer, pledge or sub-contract, the performance or services or any part thereof to any other. In the event of the Consultant contravening this condition, the Contract is liable to be terminated and to get the balance work or services under the contract executed at the risk and cost of the Consultant. The Consultant shall be liable for any loss or damage which the NMCG may sustain as a consequence or arising out of such replacing of the contract.

5. OBLIGATIONS OF THE NMCG

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the NMCG shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant and Personnel with necessary support and such other documents as may be necessary to enable the Consultant or Personnel to perform the Services;and
- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

The NMCG warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on

(i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Agreement Valuespecified in Clause 6.1.2.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the NMCG shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-2 of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs. (Rupees.). NMCG shall make the payment for the reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the services; the rates applicable for the purpose of reimbursements shall be lower of the actual as incurred or as mentioned at Annex-6 of the Agreement.

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The items of remuneration and reimbursable expenditures shall be paid in the local currency of the Contract.

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows: -

- (a) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultant shall submit to the NMCG, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate and requisite supporting materials, of the amounts payable pursuant to Clauses 6.2 and 1.10 for such month. Each such separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (b) The NMCG shall cause the payment of the Consultant periodically as given in schedule of payment above, within fifteen (15) days after the receipt by the NMCG of bills with supporting documents as required by the NMCG. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the NMCG may add or subtract the difference from any subsequent payments. The Consultant shall submit monthly attendance report for each of its Personnel deployed in NMCG. The days of approved outstation visits if any shall be indicated separately in the same report against each of the Personnel of the Consultant, which will be taken into account while making payment to the Consultant. The monthly payments shall be reduced by the amount including but not limited to corresponding to the absence of Personnel of the Consultant for respective days unless approved by the NMCG. The deduction to monthly payments shall be, if any, including factors other than unapproved absence of Personnel, and as applicable as per terms of this Contract.
- (c) The NMCG shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the NMCG of duly completed bills with necessary particulars (the “**Due Date**”).
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such in terms of the scope of work/services and as desired by the NMCG for the purposes of this Contract, shall have been submitted by the Consultant and approved as satisfactory by the NMCG. The Services shall be deemed completed and finally accepted by the NMCG and the final deliverable shall be deemed approved by the NMCG as satisfactory upon expiry of 30 (thirty) days after receipt of the final deliverable by the NMCG unless the NMCG, within such 30 (thirty) days period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant 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 NMCG shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the NMCG.
- (e) Any amount which the NMCG has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of

this Agreement shall be reimbursed by the Consultant to the NMCG within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the NMCG for reimbursement must be made within 1 (one) year after receipt by the NMCG of a final report and final statement approved by the NMCG in accordance with the above.

- (f) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the NMCG by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 10% (ten per cent) of the Agreement Value (the “**Performance Security**”); provided, however, that the Consultant shall be required to provide a Performance Security in the form of a bank guarantee substantially in the form specified at Annex-8 of this Agreement.

7.1.2 For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the NMCG may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the NMCG in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two 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 Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The NMCG shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the NMCG, other penal action including debarring for a specified period may also be initiated as per policy of the NMCG.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Director General, NMCG and the Chairman of the Board of Directors/Managing Director of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the NMCG has its headquarters and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the NMCG agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the NMCG agree that an Award may be enforced against the Consultant and/or the NMCG, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of

SIGNED, SEALED AND DELIVERED

For and on behalf of

Consultant:

NMCG

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.

Annex-1

Terms of Reference

(Refer Clause 3.1.2 of Agreement)

(Reproduce Schedule-1 of RFP)

Annex-2

Cost of Services
(Refer Clause 6.1 of Agreement)

(Reproduce as per Form-2 of Appendix-II)

Annex-3

Breakdown of Remuneration (Key Professionals)
(Refer Clause 4.2 of Agreement)

(Reproduce as per Form-3 of Appendix-II)

Performance Milestone and Deliverables

Performance Criteria:

The Performance of Consultant's staff will be reviewed by the appropriate authority on Quarterly /Half yearly/Yearly basis. Evaluated performance of Consultant will form basis for extension of Contract.

Deliverables:

The Consultant shall submit the following reports (original + copy) to Project Director at respective NMCG/SPMGs.

S. No	Deliverables	Description	Frequency /Timelines
1.	<i>Inception Report</i>	<i>Review of existing situation/contracts & information Detailed work plan & schedule</i>	<i>Within two weeks from Mobilization</i>
2.	Weekly Progress Report	Status during tendering process	Weekly (by Tuesday of the following week)
3.	Monthly Progress Report	Status of all ongoing contracts and contract supervision -monitoring	Monthly (by 5 th day of the following month)
4.	Quarterly Progress Report	Status including capacity building activities	Quarterly (by 10 th day of the following month i.e. January, April, July and October)
5.	Interim Report	Consolidated Progress Report on implementation issues & constraints. Best practices, lessons learnt	Half yearly (by 15 th day of the following month i.e. July, January)
6.	Final Report	End of assignment	Before one month of expiry

Working Hours, Leaves and Holidays for Consultant's Personnel

1. The Consultant shall:
 - (a) ensure that the personnel engaged by them to observe the official timings, practices, etiquettes, norms etc. as is required from the officials of the NMCG/SPMG or as communicated to them by the Nodal Officer (s) of the NMCG/SPMG so authorised.
 - (b) ensure that the personnel engaged by them to observe leaves and holidays as are applicable to the officials, employees, consultants of the Client. The Consultant shall ensure that all its Personnel deployed in NMCG enrol themselves in the biometric attendance system as applicable to the NMCG personnel. In case of Leaves and Holidays, the norms applicable to the NMCG/SPMG shall be applicable to the Personnel of the Consultant. However, in case of exigencies, the Client may require the Consultant to depute such Personnel to work on holidays and late hours without any additional payments in this regard. If the personnel are out of station on tour or otherwise, the Nodal Officer of the client shall be kept informed by the Consultant in this regard.

Annex- 6

Reimbursable Expenses

1. The NMCG shall make payment to the Consultant for all such reimbursable expenses as incurred by the Consultant or their Personnel for outstation visit(s) (outside Delhi National Capital Region (NCR) area/SPMG location) as may be required for providing services under this contract, provided that such outstation work has been approved by the NMCG/SPMG and evidenced by submission of supporting documents.
2. The reimbursable expenses shall include, travel from the NMCG's/SPMG's office/ residence of Personnel to local airport or railway station, air, rail and / or car travel to place of visit(s), local travel allowance in place(s) of visit(s), boarding and lodging allowances for the period of stay, return fare from place(s) of visit(s) to the office of NMCG/SPMG, among other such minor project related and approved expenditures by the NMCG for purposes of rendering services.
3. The NMCG shall make payment for the reimbursable expenses at the rate as applicable for the NMCG personnel of the corresponding level and in manner as mentioned in terms of Clause 6.3 (a). The rates applicable for the purposes of reimbursements shall be lower of the actual as incurred or as mentioned herein below as approved by the NMCG:

Class of Travel	Local conveyance (office purpose) (On approval by the client)	Daily Allowance (INR/Day)		
		Boarding	As per Actuals (Maximum Ceiling)	
			Hotel (State Capitals)	Hotel (Other towns)
Air- Economy/ AC-II (For outstation travel- Distance up to five hundred (500) kilometres should be travelled by train wherever it is reasonably feasible and possible.	Taxi @ Rupees Fifteen per kilometre (INR 15/Km) or rates decided by NMCG.	Reimbursable on actual, the expenditure should not exceed Rupees Six Hundred and fifty (INR 650/-) only.	Rupees four thousand (INR 4,000/-) only	Rupees Three thousand (INR 3,000/-) only.

Note: Any revision in the reimbursable expenses as per NMCG policy will be effected.

Annex- 7

Letter of Award

(Reproduce LoA copy)

Bank Guarantee for Performance Security
(Refer Clause 7.1.1 of Agreement)

To

In consideration of National Mission for Clean Ganga”(hereinafter referred to as “NMCG“) which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the “**Consultant**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the NMCG’s Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the “**Agreement**”) the assignment for consultancy services in respect of the Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the NMCG for performance of the said Agreement.

We, (hereinafter referred to as the “**Bank**”) at the request of the Consultant do hereby undertake to pay to the NMCG an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the NMCG by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the NMCG stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the NMCG by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

3. We, (indicate the name of the Bank) do hereby undertake to pay to the NMCG any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be

enforceable till all the dues of the NMCG under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the NMCG certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the NMCG that the NMCG shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the NMCG against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the NMCG or any indulgence by the NMCG to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the NMCG in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the NMCG serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [..... (indicate the date falling 365 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

SCHEDULE-3
(See Clause 2.3.3 of RFP)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the NMCG and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) NMCG and consultants:
 - (i) Potential consultant should not be privy to information from the NMCG which is not available to others;
 - (ii) potential consultant should not have defined the project when earlier working for the -----(NAME OF THE PROJECT EXECUTING AGENCY);
 - (iii) potential consultant should not have recently worked for the NMCG overseeing the project.
 - (b) Consultants and concessionaires/contractors:
 - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
 - (ii) no consultant should be involved in owning or operating entities resulting from the project; or
 - (iii) no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the NMCG who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the NMCG.

All conflicts must be declared as and when the consultants become aware of them.

5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the NMCG.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the NMCG but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/potential conflict of interest to the NMCG at the earliest. Officials of the NMCG involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

APPENDIX-I
(See Clause 2.1.3)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal
(On Bidder's letter head)

(Date and Reference)

To,

.....
.....
.....

Sub: RFP for Selection of Consultant for Procurement Management Support Services

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the Project. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices, is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the NMCG any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the NMCG to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:

- (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by NMCG;
 - (b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the NMCG or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with Clause 2.7 of the RFP document.
 9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
 13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the NMCG in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
 14. The Bid Security of Rs. (Rupees) in the form of a Demand Draft is attached, in accordance with the RFP document.

15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
17. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
18. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the format Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the NMCG or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name and seal of the Bidder)

APPENDIX-I

Form-2

Particulars of the Bidder

<p>1.1</p>	<p>State the following:</p> <p>Name of Company or Firm:</p> <p>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business</p> <p>Name, designation, address and phone numbers of authorised signatory of the Bidder:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>E-mail address:</p>
<p>1.2</p>	<p>For the Bidder state the following information:</p> <p>(i) Has the Bidder been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(ii) Has the Bidder ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No</p> <p>(iii) Has the Bidder been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(iv) Has the Bidder suffered bankruptcy/insolvency in the last five years? Yes/No</p>

	<p>Note: If answer to any of the questions above is yes, the Bidder is not eligible for this consultancy assignment.</p>
1.3	<p>Does the Bidder's firm/company combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Bidder agree to limit the Bidder's role only to that of a consultant/ adviser to the NMCG and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?</p> <p style="text-align: right;">Yes/No</p>
1.4	<p>Does the Bidder intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Bidder agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the NMCG only?</p> <p style="text-align: right;">Yes/No</p> <p style="text-align: center;">(Signature, name and designation of the authorised signatory)</p> <p style="text-align: center;">For and on behalf of</p>

APPENDIX-I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Bidder)

Ref. Date:

To,
.....
.....
.....

Dear Sir,

Sub: RFP for Consultant: Project

I/We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert individual's name) will act as our Authorised Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
For and on behalf of

APPENDIX-I

Form-4

Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the Project, proposed to be developed by **National Mission for Clean Ganga (hereinafter NMCG)** including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the NMCG, representing us in all matters before the NMCG; signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the NMCG in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the NMCG.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter*

documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.

- *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-I

Form-5

Financial Capacity of the Bidder
(Refer Clause 2.2.4 (B))

S. No.	Financial Year	Annual Turnover (Rs.)
1.		
2.		
3.		
Average Annual Turnover		

S. No.	Financial Year	Net Profit (Rs.)
1.		
2.		
3.		

Copies of audited balance sheet and profit & loss account for the above financial years should be attached.

APPENDIX-I

Form-6

Particulars of Key Professional

S. No.	Designation of Key Professional	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.							
2.							
3.							
4.							
5.							
6.							

APPENDIX-I

Form-7

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages)

The Bidder shall clearly state its understanding of the TOR and also highlight its important aspects and challenges envisaged. The Bidder may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than four pages)

The Bidder will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Bidder will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Bidder is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

4. Innovative tools being put to use (not more than two pages)

Note: Marks will be deducted for writing lengthy and out of context responses.

APPENDIX-I

Form-8

Abstract of Eligible Assignments of the Bidder^{\$}
(Refer Clause 3.1.4)

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore)	Payment of professional fees received by the Bidder (in Rs. crore)
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				

Note:

^{\$} The Bidder should provide details of only those projects that have been undertaken by it under its own name.

The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.

Supporting documents such as work order/LoA/project completion certificate should be attached.

APPENDIX-I

Form-9

Eligible Assignments of Bidder
(Refer Clause 3.1.4)

1.	Name of Bidder:	
2.	Name of the Project:	
3.	Description of services performed by the Bidder Firm:	
4.	Name of client and Address: (indicate whether public or private)	
5.	Name and telephone no. of client's representative:	
6.	Estimated capital cost of the Project (in Rs crore):	
7.	Payment received by the Bidder (in Rs. crore):	
8.	Start date of the services (month/year):	
9.	Finish date of the services (month/year):	
10.	Whether the Project is successfully operational? If no Please indicate the reasons thereof	
11.	Brief description of the Project:	
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.</p> <p align="right">(Signature and name of Authorised Signatory)</p>		

Notes:

1. Use separate sheet for each Eligible Project.
2. The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.
3. NMCG reserves the right to verify the facts of the case in serial number 11 and take a decision on consideration of this project experience as an eligible project.

APPENDIX-I

Form-10

Curriculum Vitae (CV) of Key Professional

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

Name of project	Description of responsibilities
-----------------	---------------------------------

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

- 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Professional)

Place.....

(Signature and name of the authorised signatory of the Bidder)

Notes:

1. Use separate form for each Key Professional
2. Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Bidder firm along with the seal of the firm. Photocopies will not be considered for evaluation.

APPENDIX-I

Form-11

Format for Pre-Bid queries

To,

Dr. Indresh Kumar Sawhney
Procurement Specialist,
National Mission for Clean Ganga,
(Ministry of Water Resources, River Development & Ganga Rejuvenation)
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi-110002.
Telephone: +91-11-23072900
E -mail ID : indresh.sawhney@nmcg.nic.in;

Subject: RFP for ‘Selection of Consultant Firm for Procurement Management Support Services’

Dear Sir,

Following are the Clarifications and Comments from the Terms and Conditions and Scope of Work against the RFP for Selection of Consultant Firm for Procurement Management Support Services. These Clarifications are exhaustive.

S.No.	Clause Ref.	Page No.	Clarifications asked for

Signature of the Authorized Signatory:

Name of the Authorized Signatory:

Name of the Bidder:

Date:

Place:

APPENDIX-II

FINANCIAL PROPOSAL

Form-1

Covering Letter
(On Bidder's letter head)

(Date and Reference)

To,

.....

.....

.....

Dear Sir,

Subject: RFP for Consultant: Project

I/We, (Bidder's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-II
(See Clause 2.1.3)

Form-2

Financial Proposal

Item	Amount (Rs.)
A. Costs of Key Professionals	
Applicable taxes	
TOTAL (including taxes)	
(Rupees.....)	

Note:

1. The financial evaluation shall be based on the above Financial Proposal, excluding Reimbursable Expenses.
2. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.

APPENDIX-II

Form-3**Breakdown of Remuneration (Key Professionals)**

S.No.	Name	Position	Staff-month Rate (INR)	Input (Staff-months)	Total Amount (INR)
1	...	Team Leader (Delhi)		24	
2 a.	...	Procurement Specialist (Delhi)		24	
2b.	...	Procurement Specialist (Delhi)		24	
	...	Procurement Specialist (Dehradun)		24	
	...	Procurement Specialist (Patna & Ranchi)		24	
	...	Procurement Specialist (Kolkata)		24	
3	...	Assistant Procurement Specialist(Delhi)		24	
	...	Assistant Procurement Specialist (Delhi)		24	
	...	Assistant Procurement Specialist (Delhi)		24	
	...	Assistant Procurement Specialist (Lucknow)		24	
	...	Assistant Procurement Specialist (Patna & Ranchi)		24	
A. Total Cost (Remuneration)					

