

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	25-05-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	25-05-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Water Resources River Development And Ganga Rejuvenation
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	National Mission For Clean Ganga
कार्यालय का नाम/Office Name	New Delhi
वस्तु श्रेणी /Item Category	Hiring of Consultants - Per Person Per Month Based - Management Consultants; As per RFP; As per RFP; NA
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	3400 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	7 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	3400000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	26

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लभार्थी /Beneficiary :

NMCG

First Floor, Major Dhan Chand National Stadium, India Gate, New Delhi
(National Mission For Clean Ganga)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :Financial Bid Breakup - [1776950893.xlsx](#)**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required****Scope Of work:**[1776950904.pdf](#)**Profile of Consultants:**[1776950907.pdf](#)**This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-**

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
As per RFP	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70**QCBS Weightage(Technical:Financial):70:30****Presentation Venue:**The presentation on the approach and methodology may be scheduled if required, and all submitted bidders will be informed accordingly.**Pre Bid Detail(s)**

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
04-05-2026 15:00:00	Google Meet joining info Video call link: https://meet.google.com/itg-zkjk-iej

Hiring Of Consultants - Per Person Per Month Based - Management Consultants; As Per RFP; As Per RFP; NA (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Management Consultants
Consultant's Profile	As per RFP
Indicative generic Qualification of consultants/ resources/ SME	As per RFP
Proof of Concept (POC) Required	NA
Total Experience of Consultants/ Resources (in Years)	7 to 9 Year
Deployment of Consultants/Resource	Onsite
Certifications	Other Certification as indicated in BID
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Required Expertise of Consultant in the Subject Matter/Sub-Sector	As per RFP
Required Educational Qualification of Consultants	As per RFP
Position of the Consultant	Urban Planning Expert

अतिरिक्त विशिष्टि दस्तावेज /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Consultants / SMEs	अतिरिक्त आवश्यकता /Additional Requirement
1	PRANAV KUMAR SINGH	110002,National Mission for Clean Ganga, Ministry of Jal Shakti, Department of Water Resources, River Development and Ganga Rejuvenation, First Floor, Major Dhyani Chand National Stadium, India Gate, New Delhi-110002	1	Duration of Hiring of Consultant/SME in months During the Contract Period : 24

Hiring Of Consultants - Per Person Per Month Based - Management Consultants; As Per RFP; As Per RFP; NA (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Management Consultants
Consultant's Profile	As per RFP
Indicative generic Qualification of consultants/ resources/ SME	As per RFP
Proof of Concept (POC) Required	NA
Total Experience of Consultants/ Resources (in Years)	4 to 6 Year
Deployment of Consultants/Resource	Onsite
Certifications	Other Certification as indicated in BID
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Required Expertise of Consultant in the Subject Matter/Sub-Sector	As per RFP
Required Educational Qualification of Consultants	As per RFP
Position of the Consultant	Urban Planning Support

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Consultants / SMEs	अतिरिक्त आवश्यकता /Additional Requirement
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Hiring Of Consultants - Per Person Per Month Based - Management Consultants; As Per RFP; As Per RFP; NA (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Management Consultants
Consultant's Profile	As per RFP
Indicative generic Qualification of consultants/ resources/ SME	As per RFP
Proof of Concept (POC) Required	NA
Total Experience of Consultants/ Resources (in Years)	7 to 9 Year
Deployment of Consultants/Resource	Onsite
Certifications	Other Certification as indicated in BID
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Required Expertise of Consultant in the Subject Matter/Sub-Sector	As per RFP
Required Educational Qualification of Consultants	As per RFP
Position of the Consultant	SCADA & Instrumentation Expert

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Consultants / SMEs	अतिरिक्त आवश्यकता /Additional Requirement
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Hiring Of Consultants - Per Person Per Month Based - Management Consultants; As Per RFP; As Per RFP; NA (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Management Consultants

विवरण/ Specification	मूल्य/ Values
Consultant's Profile	As per RFP
Indicative generic Qualification of consultants/ resources/ SME	As per RFP
Proof of Concept (POC) Required	NA
Total Experience of Consultants/ Resources (in Years)	4 to 6 Year
Deployment of Consultants/Resource	Onsite
Certifications	Other Certification as indicated in BID
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Required Expertise of Consultant in the Subject Matter/Sub-Sector	As per RFP
Required Educational Qualification of Consultants	As per RFP
Position of the Consultant	Fresh Water Ecologist

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Consultants / SMEs	अतिरिक्त आवश्यकता /Additional Requirement
1	PRANAV KUMAR SINGH	110002,National Mission for Clean Ganga, Ministry of Jal Shakti, Department of Water Resources, River Development and Ganga Rejuvenation, First Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110002	1	Duration of Hiring of Consultant/SME in months During the Contract Period : 24

Hiring Of Consultants - Per Person Per Month Based - Management Consultants; As Per RFP; As Per RFP; NA (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Management Consultants
Consultant's Profile	As per RFP
Indicative generic Qualification of consultants/ resources/ SME	As per RFP
Proof of Concept (POC) Required	NA

विवरण/ Specification	मूल्य/ Values
Total Experience of Consultants/ Resources (in Years)	7 to 9 Year
Deployment of Consultants/Resource	Onsite
Certifications	Other Certification as indicated in BID
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Required Expertise of Consultant in the Subject Matter/Sub-Sector	As per RFP
Required Educational Qualification of Consultants	As per RFP
Position of the Consultant	Environmental Management Expert

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

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Hiring Of Consultants - Per Person Per Month Based - Management Consultants; As Per RFP; As Per RFP; NA (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Management Consultants
Consultant's Profile	As per RFP
Indicative generic Qualification of consultants/ resources/ SME	As per RFP
Proof of Concept (POC) Required	NA
Total Experience of Consultants/ Resources (in Years)	4 to 6 Year
Deployment of Consultants/Resource	Onsite
Certifications	Other Certification as indicated in BID

विवरण/ Specification	मूल्य/ Values
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Required Expertise of Consultant in the Subject Matter/Sub-Sector	As per RFP
Required Educational Qualification of Consultants	As per RFP
Position of the Consultant	Small River Rejuvenation Expert Small river

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Consultants / SMEs	अतिरिक्त आवश्यकता /Additional Requirement
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Hiring Of Consultants - Per Person Per Month Based - Management Consultants; As Per RFP; As Per RFP; NA (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Management Consultants
Consultant's Profile	As per RFP
Indicative generic Qualification of consultants/ resources/ SME	As per RFP
Proof of Concept (POC) Required	NA
Total Experience of Consultants/ Resources (in Years)	4 to 6 Year
Deployment of Consultants/Resource	Onsite
Certifications	Other Certification as indicated in BID
एडऑन /Addon(s)	

विवरण/ Specification	मूल्य/ Values
अतिरिक्त विवरण /Additional Details	
Required Expertise of Consultant in the Subject Matter/Sub-Sector	As per RFP
Required Educational Qualification of Consultants	As per RFP
Position of the Consultant	Groundwater & Spring Rejuvenation Expert

अतिरिक्त विशिष्टि दस्तावेज /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

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Hiring Of Consultants - Per Person Per Month Based - Management Consultants; As Per RFP; As Per RFP; NA (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Management Consultants
Consultant's Profile	As per RFP
Indicative generic Qualification of consultants/ resources/ SME	As per RFP
Proof of Concept (POC) Required	NA
Total Experience of Consultants/ Resources (in Years)	7 to 9 Year
Deployment of Consultants/Resource	Onsite
Certifications	Other Certification as indicated in BID
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Required Expertise of Consultant in the Subject Matter/Sub-Sector	As per RFP

विवरण/ Specification	मूल्य/ Values
Required Educational Qualification of Consultants	As per RFP
Position of the Consultant	Agribusiness Expert

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

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Hiring Of Consultants - Per Person Per Month Based - Management Consultants; As Per RFP; As Per RFP; NA (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Management Consultants
Consultant's Profile	As per RFP
Indicative generic Qualification of consultants/ resources/ SME	As per RFP
Proof of Concept (POC) Required	NA
Total Experience of Consultants/ Resources (in Years)	7 to 9 Year
Deployment of Consultants/Resource	Onsite
Certifications	Other Certification as indicated in BID
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Required Expertise of Consultant in the Subject Matter/Sub-Sector	As per RFP
Required Educational Qualification of Consultants	As per RFP
Position of the Consultant	Water Resource Expert

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Consultants / SMEs	अतिरिक्त आवश्यकता /Additional Requirement
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Hiring Of Consultants - Per Person Per Month Based - Management Consultants; As Per RFP; As Per RFP; NA (5)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Management Consultants
Consultant's Profile	As per RFP
Indicative generic Qualification of consultants/ resources/ SME	As per RFP
Proof of Concept (POC) Required	NA
Total Experience of Consultants/ Resources (in Years)	7 to 9 Year
Deployment of Consultants/Resource	Onsite
Certifications	Other Certification as indicated in BID
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Required Expertise of Consultant in the Subject Matter/Sub-Sector	As per RFP
Required Educational Qualification of Consultants	As per RFP
Position of the Consultant	Institutional Associate

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Consultants / SMEs	अतिरिक्त आवश्यकता /Additional Requirement
1	PRANAV KUMAR SINGH	110002,National Mission for Clean Ganga, Ministry of Jal Shakti, Department of Water Resources, River Development and Ganga Rejuvenation, First Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110002	5	Duration of Hiring of Consultant/SME in months During the Contract Period : 24

Hiring Of Consultants - Per Person Per Month Based - Management Consultants; As Per RFP; As Per RFP; NA (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Management Consultants
Consultant's Profile	As per RFP
Indicative generic Qualification of consultants/ resources/ SME	As per RFP
Proof of Concept (POC) Required	NA
Total Experience of Consultants/ Resources (in Years)	7 to 9 Year
Deployment of Consultants/Resource	Onsite
Certifications	Other Certification as indicated in BID
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Required Expertise of Consultant in the Subject Matter/Sub-Sector	As per RFP
Required Educational Qualification of Consultants	As per RFP
Position of the Consultant	Institutional Associate (Finance)

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Consultants / SMEs	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Consultants / SMEs	अतिरिक्त आवश्यकता /Additional Requirement
1	PRANAV KUMAR SINGH	110002,National Mission for Clean Ganga, Ministry of Jal Shakti, Department of Water Resources, River Development and Ganga Rejuvenation, First Floor, Major Dhyani Chand National Stadium, India Gate, New Delhi-110002	1	Duration of Hiring of Consultant/SME in months During the Contract Period : 24

Hiring Of Consultants - Per Person Per Month Based - Management Consultants; As Per RFP; As Per RFP; NA (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Management Consultants
Consultant's Profile	As per RFP
Indicative generic Qualification of consultants/ resources/ SME	As per RFP
Proof of Concept (POC) Required	NA
Total Experience of Consultants/ Resources (in Years)	4 to 6 Year
Deployment of Consultants/Resource	Onsite
Certifications	Other Certification as indicated in BID
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Required Expertise of Consultant in the Subject Matter/Sub-Sector	As per RFP
Required Educational Qualification of Consultants	As per RFP
Position of the Consultant	Data Analyst

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Consultants / SMEs	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Consultants / SMEs	अतिरिक्त आवश्यकता /Additional Requirement
1	PRANAV KUMAR SINGH	110002,National Mission for Clean Ganga, Ministry of Jal Shakti, Department of Water Resources, River Development and Ganga Rejuvenation, First Floor, Major Dhyani Chand National Stadium, India Gate, New Delhi-110002	1	Duration of Hiring of Consultant/SME in months During the Contract Period : 24

Hiring Of Consultants - Per Person Per Month Based - Management Consultants; As Per RFP; As Per RFP; NA (2)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Management Consultants
Consultant's Profile	As per RFP
Indicative generic Qualification of consultants/ resources/ SME	As per RFP
Proof of Concept (POC) Required	NA
Total Experience of Consultants/ Resources (in Years)	4 to 6 Year
Deployment of Consultants/Resource	Onsite
Certifications	Other Certification as indicated in BID
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Required Expertise of Consultant in the Subject Matter/Sub-Sector	As per RFP
Required Educational Qualification of Consultants	As per RFP
Position of the Consultant	Support Staff-Institution

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Consultants / SMEs	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Consultants / SMEs	अतिरिक्त आवश्यकता /Additional Requirement
1	PRANAV KUMAR SINGH	110002,National Mission for Clean Ganga, Ministry of Jal Shakti, Department of Water Resources, River Development and Ganga Rejuvenation, First Floor, Major Dhyani Chand National Stadium, India Gate, New Delhi-110002	2	Duration of Hiring of Consultant/SME in months During the Contract Period : 24

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

- Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
- Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
- Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
- Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- Publishing bids on GeM for procurement of works.
- Procurement of Goods by creating a Service bid on GeM & vice-versa.
- Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
- Seeking experience from specific organization / department / institute only or from foreign / export experience.
- Creating bid for items from incorrect categories.

10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

National Mission for Clean Ganga

राष्ट्रीय स्वच्छ गंगा मिशन

REQUEST FOR PROPOSAL (GeM)

RFP for Selection of Project Management Consultant (Institutional Support)

Ref.: Pc-11/1/2026-NMCG

Date: 23rd April 2026

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Financial Bid

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National Mission for Clean Ganga

Department of Water Resources, River Development & Ganga Rejuvenation
Ministry of Jal Shakti
1st Floor, Major Dhyan Chand National Stadium
India Gate, New Delhi-110002

Date: 23rd April 2026

I. NOTICE INVITING TENDER (NIT)

NMCG inviting bids through Government e-Market Place (GeM) (<https://gem.gov.in/>) from interested firms who meet the eligibility criteria as per the Request for Proposal (**RFP**) document for **Selection of Project Management Consultant (Institutional Support)**.

The interested and eligible bidders shall submit their bids (the “**Bid**”) along with necessary documents only on GeM portal as stipulated in the RFP document.

NMCG has adopted a single-stage two-envelope selection process (collectively the “Selection Process”) for evaluating the Bids comprising Technical Bid and Financial Bid to be submitted in GeM portal.

Bid Security/Earnest Money Deposit (EMD) equal to **INR 34,00,000 (Rupees Thirty-Four Lakh only)** in the form of Account Payee Demand Draft/Fixed Deposit Receipt/Banker’s Cheque/Bank Guarantee (including e-Bank Guarantee) issued by any of the commercial banks India or Insurance Surety Bond from insurance company in India in favour of ‘National Mission for Clean Ganga’ payable at New Delhi must be accompanied with the Bid. Exemptions allowed by Govt. of India in depositing Bid Security shall be permissible. In case Bidder claims exemption from submitting Bid Security, he must submit documentary evidence of their eligibility for such exemption along with Bid Securing Declaration in attached format.

For detailed eligibility criteria and terms of reference, please refer to the relevant sections of the Request for Proposal (RFP) document.

NMCG reserves the right to cancel the bid at any time or amend / withdraw any of the terms and conditions contained in the Bid Document without assigning any reason thereof.

II. INSTRUCTIONS TO BIDDERS

1. The bidder shall be a **Sole Firm/Single entity**, and the manner in which the Bid is required to be submitted, evaluated and accepted is explained in this RFP. Consortium, Joint Venture, sub-letting, sub-contracting or hiring of services of other entity for execution of the Services under this RFP is not allowed.
2. The bidder is expected to examine all instructions, forms, terms, and conditions in the RFP document. Failure to furnish all information required by the RFP document or submission of a tender not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of the bid.
3. **Preparation of Bids**
 - 3.1. Language: Bids and all accompanying documents shall be in English language. In case any accompanying documents are in other languages, it shall be accompanied by an English Translation. The English version shall prevail in matters of interpretation.
 - 3.2. Form of Bid: The form of bid shall be completed in all respects and duly signed and stamped by an authorized representative of the bidder. The relevant Power of Attorney for signing the bid should be attached.
 - 3.3. Cost of Bid: The bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the tender process including subsequent negotiation, visits to the NMCG, Project site etc. NMCG will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
 - 3.4. Currencies of Bid and Payment: The bidder shall submit his financial bid in Indian Rupees and payment under this Agreement will be made in Indian Rupees.
4. **Clarifications by Bidders**
 - 4.1. Bidders requiring any clarification on the RFP may submit their queries to NMCG through GeM portal within four (4) days from the date and time of publication of RFP (as per GeM provision).
 - 4.2. NMCG will post the reply to all such queries on the GeM portal without identifying the source of queries. NMCG shall not be held responsible in any manner if prospective bidders miss any notifications placed on GeM Portal.
 - 4.3. 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.
5. **Amendment of RFP**
 - 5.1. At any time prior to the deadline for submission of Bid, the NMCG may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the RFP document by the issuance of corrigendum/addendum and posting it on GeM portal.

- 5.2. 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 bid submission date.

6. **Pre-Bid Meeting**

- 6.1. To clarify and discuss issues with respect to the Project and the RFP Document, a Pre-Bid meeting (“Pre-Bid Meeting”) will be conducted virtually (online) on the date and time specified in Clause 17.
- 6.2. Prior to the pre-bid meeting, the bidders may submit their pre-bid queries through GeM portal (at appropriate section) and/or to the email id tl.procurement@nmcg.nic.in.
- 6.3. The attendance of the bidders at the Pre-Bid Meeting is not mandatory. NMCG will endeavor to respond to all queries received from all bidders, irrespective of attendance of the bidder in the Pre-Bid Meeting.

7. **Format and Signing of Bid**

- 7.1. The documents comprising the bid shall be typed, and all pages of the bid shall be signed by a person duly authorised to sign on behalf of the bidder.
- 7.2. The bid shall contain no alternations, omissions or additions except those to comply with instruction issued by NMCG or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed by the person signing the bid.

8. **Submission of Bids**

- 8.1. The Bidders shall upload the electronic copy of the Bid (with all pages numbered serially and by giving an index of submissions) through GeM portal after digitally signing of all the documents.
- 8.2. The bidder shall upload the Technical Bid and the Financial Bid separately by using the appropriate sections on GeM portal.
- 8.3. The Bidder, before the specified date and time, shall submit the hard copy of original Bid Security/Bid Security Declaration, Power of Attorney and the duly signed & notarized Integrity Pact in a sealed envelope which will bear the address of the NMCG, GeM Bid No., Project Name and the name and address of the Bidder. The envelope shall bear on top, the following:

“Do not open, except in presence of the Authorised Person of the 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 documents submitted and consequent losses, if any, suffered by the Bidder.

For avoidance of doubt, it is clarified that the Bidder will not be required to submit a hard copy of its Technical and/or Financial Bid, and if a hard copy of the said bid(s) is submitted, then the Bid submitted by such Bidder shall be rejected as being non-responsive.

- 8.4. The Bid 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.
- 8.5. The rates quoted shall be firm throughout the period of performance of the assignment and discharge of all obligations of the Consultant firm under the Agreement.

9. **Validity of Bid**

The bid must remain valid and open for acceptance for a period of 180 (One Hundred and Eighty Days) from the date of opening of Bid or any extension thereof prescribed by the NMCG for the receipt of Bids. A Bid valid for a shorter period shall be rejected by the NMCG as being non-responsive.

10. **Late and Delayed Bids**

Bidders are encouraged to submit their bids online well in advance before the prescribed due date and time to avoid any delay or problem during the bid submission process. NMCG will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by bidders due to link failure/ internet problem etc.

11. **Opening and Evaluation of Technical Bid**

- 11.1. The electronic “Technical Bids” shall be opened first, through GeM portal on the date and time specified in clause 17. The “Financial Bids” shall remain unopened in the GeM portal, until the subsequent public opening following the evaluation of the Technical Bids.
- 11.2. The Technical Bid of the bidder would be evaluated as per the eligibility criteria set out in the RFP document. Bids will be evaluated based on the information submitted by the bidders. However, NMCG reserves the right to seek clarification/documents from the bidders, if NMCG considers it necessary for proper assessment of the bid.
- 11.3. The Technical Bids will be evaluated based on eligibility criteria and only those bidders whose technical bid meet the requirement and scored 70 (seventy) marks or more shall qualify for further evaluation.

12. **Opening of Financial Bid and Final Evaluation**

- 12.1. The electronic “Financial Bids” of the technically qualified bidders shall be opened, through GeM portal on the date and time specified.
- 12.2. The selection of the bidder shall be based on **the QCBS** method in which the weightage of Technical score shall be **70%** and the weightage of Financial score shall be **30%**.
- 12.3. The lowest quoted Financial Bid (Fm) is given the maximum financial score (Sf) of 100. The financial scores of other Bids will be computed as follows:

$$Sf = 100 \times Fm/F$$

(F = amount of Financial Bid)

- 12.4. Bids will finally be ranked according to their combined technical (St) and financial (Sf) scores as follows:

$$S = St \times 70\% + Sf \times 30\%.$$

- 12.5. The Bidder having the highest combined score shall be the successful bidder (the “Successful Bidder”).
- 12.6. The failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the Letter of Intent (LoI). In such an event, NMCG reserves the right to take any such measure as may be deemed fit in the sole discretion of NMCG, including annulment of the Bidding Process.

13. **NMCG Right to accept any Bid and to reject any or all Bids**

- 13.1. NMCG is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing to terminate the tendering process.
- 13.2. NMCG may terminate the Agreement or cancel the LoI if it is found that the bidder is blacklisted on previous occasions by any of the central/state government ministry/ department/ institutions/local bodies/municipalities/PSUs, etc.
- 13.3. NMCG may also terminate the Agreement or cancel the LoI in the event the Successful Bidder fails to furnish the Performance security or fails to execute the Agreement.

14. **Award of Consultancy**

- 14.1. NMCG will award the project to the Successful Bidder to perform the Agreement satisfactorily as per the terms and conditions incorporated in the RFP document.
- 14.2. NMCG will communicate with the Successful Bidder by mail, confirmed by letter transmitted by registered/speed post that his bid has been accepted. This letter (hereinafter and in the condition of the Agreement called the “Letter of Intent (LoI)”) shall prescribe the amount which NMCG will pay to the Successful Bidder in consideration of the execution of work/services by them as prescribed in the Agreement.
- 14.3. The Successful Bidder will be required to commence the assignment at the earliest as communicated by NMCG in this regard.
- 14.4. The Successful Bidder will be required to execute the Agreement for the services within a period of fifteen (15) days from the date of issue of Letter of Intent.

15. **Bid Security and Performance Security**

15.1. **Bid Security (EMD)**

- a. The Bidder shall furnish as part of its Bid, a bid security of **INR 34,00,000 (Rupees Thirty-Four Lakh only)** in the form of Account Payee Demand Draft/Fixed Deposit Receipt/Banker’s Cheque/Bank Guarantee (including e-Bank Guarantee) issued by any of the commercial banks India or Insurance Surety Bond from insurance company in India, in favour of the National Mission for Clean Ganga payable at New Delhi (the “Bid Security”). Exemptions allowed by Govt. of India in depositing Bid Security shall be permissible. In case Bidder claims exemption from submitting Bid Security, he must submit documentary

evidence of their eligibility for such exemption along with Bid Securing Declaration in attached format. The bid securities of unsuccessful bidders, during first stage i.e. technical evaluation, shall be returned within 30 days from the date of declaration of technical evaluation result. The bid securities of remaining bidders shall be returned upon the Successful Bidder signing the Agreement, but in no case not later than 45 (Forty-Five) days from the expiry of validity of bid.

Name of Account: National Mission for Clean Ganga- National Ganga Plan
 Account No.: 344902010107168
 IFSC Code: UBIN0534498
 MICR Code: 110026014

- b. Any bid not accompanied by the Bid Security shall be rejected by the NMCG as non-responsive.
- c. NMCG shall not be liable to pay any interest on the Bid Security, and the same shall be interest free.
- d. The bidder, by submitting its Bid 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 Bid under the following conditions:
 - a) If a Bidder submits a non-responsive Bid;
 - b) If a Bidder withdraws its Bid during the period of its validity as specified in this RFP and as extended by the Bidder from time to time;
 - c) In the case of a Successful Bidder, if the Bidder refuses or neglects to execute the Agreement or fails to furnish the required Performance Security within the time frame specified by NMCG.
- e. If the bidder is registered as Micro and small Enterprises (MSE) as defined in the MSE procurement policy issued by Ministry of Micro, Small and Medium Enterprises (MSME), such bidder is exempted from furnishing only the bid security as mentioned in this clause. In case Bidder claims exemption from submitting Bid Security, they must submit documentary evidence of their eligibility for such exemption along with Bid Securing Declaration in the format provided at Form-11.

15.2. **Performance Security**

The Successful Bidder shall be required to furnish a Performance Security prior to sign the Agreement (for an amount which is 5% of total Agreement value) in the form of Account Payee Demand Draft/Fixed Deposit Receipt/Bank Guarantee (including e-Bank Guarantee) from a commercial bank in India or Insurance Surety Bond from insurance company in India in acceptable form in favour of 'National Mission for Clean Ganga' payable at New Delhi. The Performance Security shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations. The format for bank guarantee/surety bond for Performance Security is provided at Annex-6 to the draft agreement.

The failure of the Successful Bidder to comply with the requirements of the above clauses shall constitute sufficient grounds for the annulment of the award and other actions as deemed necessary.

16. Integrity Pact

- 16.1. The Bidder shall, as part of its Bid, unconditionally accept the “Integrity Pact (IP)” as per Form-10, Appendix-I of the RFP and submit the same, duly signed on all pages by the Bidder’s authorized signatory, along with the Bid.
- 16.2. If Joint Ventures/Consortium are permitted to participate in the bid as per the qualifying requirements, execution of the Integrity Pact (IP) by all Joint Venture Partners/Consortium members shall be mandatory.
- 16.3. If subcontracting is permitted and identified at the bidding stage, execution of the Integrity Pact (IP) by all subcontractors shall be mandatory. The Lead Contractor shall be responsible for ensuring that each subcontractor signs the IP. The Lead Contractor shall remain fully responsible for ensuring compliance with the Integrity Pact by all subcontractors. All subcontractors engaged under the contract shall mandatorily execute the Integrity Pact.
- 16.4. The Integrity Pact (IP) is to be submitted in a separate sealed envelope along with other documents as per Clause 8.3. Bidder's failure to comply with the aforesaid requirement regarding submission of "Integrity Pact (IP)" shall lead to outright rejection of bid.
- 16.5. Submission of a duly signed Integrity Pact by the bidder shall be treated as a preliminary qualification requirement. Bids not accompanied by a duly signed Integrity Pact shall be rejected as non-responsive.
- 16.6. If the contract is terminated pursuant to Section 3 of the Integrity Pact (IP), the Performance Bank Guarantee/Security Deposit shall be encashed in accordance with Section 4 of the Integrity Pact.
- 16.7. In respect of this package, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of contract to oversee implementation and effectiveness of the Integrity Pact Program. The names and contact details of the IEMs shall be communicated separately in due course.

17. Schedule of Bidding Process

NMCG would endeavor to adhere to the following schedule:

S.No.	Description	Date and Time
1.	RFP Publish date	23 rd April 2026
2.	Pre-Bid Conference (Virtual)	4 th May 2026 at 03.00 PM Google Meet joining info Video call link: https://meet.google.com/itg-zkjk-iej
3.	Last date & time for submission (upload) of online bidding document (Bid Due Date)	25 th May 2026 up to 04.00 PM

S.No.	Description	Date and Time
4.	Last date & time for submission of EMD/Bid Securing Declaration, PoA and Integrity Pact in hard copy	25 th May 2026 up to 04.00 PM
5.	Opening of Technical Bids through GeM portal	25 th May 2026 at 04.30 PM
6.	Opening of Financial Bids through GeM portal	To be informed later
7.	Signing of Agreement	Within 15 days of acceptance of LoI
8.	Validity of Bid	180 days from Bid Due Date

Note:- The presentation on the approach and methodology may be scheduled if required, and all submitted bidders will be informed accordingly.

III. ELIGIBILITY AND EVALUATION CRITERIA

A. Technical

1. The bidder should have at least 7 years of experience in consultancy services
2. The bidder should have, over the past seven (7) years preceding the Bid Due Date, must have undertaken at least seven (7) consultancy assignments for the government sector in India, either completed or substantially completed i.e. having received at least 80% of the payments.
3. The Bidder should have, over the past 7 (Seven) years preceding the Bid Due Date, has completed a minimum of 2 (two)* similar assignments viz. providing Programme Management Consultancy/Project Management Consultancy/Project Monitoring Consultancy/Project Implementation Support Consultancy/Project Management Unit/Project Design and Management Consultancy in infrastructure[#] projects/programmes for government sector in India. Such assignment shall have a consultancy fee of at least INR 2 Crore for each of the assignments.

*Note: The technical experience specified above represents the minimum eligibility requirement for completed projects. In addition to meeting this minimum criterion, the Bidder may submit details of extra completed or ongoing projects. However, ongoing projects will be considered for evaluation only if the Bidder has received at least 80% of the professional fees or assignment value for such projects, supported by a certificate from its auditor.

[#]Infrastructure sectors shall be as per the Harmonized Master List of Infrastructure subsector notified by the Department of Economic Affairs, Ministry of Finance vide F. number 13/1/2017-INF dated 11th October 2022 (copy enclosed at the end of RFP document).

B. Financial

1. The Bidder shall have a minimum average annual turnover of INR 34,00,00,000 (thirty-four crores) during the last three Financial Years (2022-23, 2023-24 and 2024-25), in which minimum of INR 17,00,00,000 (seventeen crores) should be from consultancy services for Programme Management Consultancy/Project Management Consultancy/Project Monitoring Consultancy/Project Implementation Support Consultancy/Project Management Unit/ Project Design and Management Consultancy assignments.
2. The Net Worth of the Bidder must be positive and must not have declined by more than 30% over the abovementioned three financial years.

Scoring criteria

S. No.	Parameter	Maximum Marks
1.	Relevant Experience (refer s.no.A (3) of Section-III) 2-4 projects: 100 5-7 projects: 125 More than 7 projects: 150	150
2.	Average Annual Turnover from Consultancy Services INR 17 and up to 25 Cr: 100 >INR 25 Cr. To 50 Cr.: 125 More than INR 50 Cr.: 150	150
3.	Approach, Methodology - Understanding of Scope of work & Challenges in the assignment: 150 - Methodology adopted to deliver as per scope of work: 150	300
4.	Relevant Experience of the Key Experts	400
	<i>Urban Planning Expert</i> - Educational Qualifications: 5 - Relevant Experience: 25	30
	<i>Urban Planning Support</i> - Educational Qualifications: 5 - Relevant Experience: 15	20
	<i>SCADA & Instrumentation Expert</i> - Educational Qualifications: 5 - Relevant Experience: 25	30
	<i>Fresh Water Ecologist</i> - Educational Qualifications: 5 - Relevant Experience: 25	30
	<i>Environmental Management Expert</i> - Educational Qualifications: 5 - Relevant Experience: 25	30
	<i>Small River Rejuvenation Expert</i> - Educational Qualifications: 5 - Relevant Experience: 20	25
	<i>Ground Water Management Expert</i> - Educational Qualifications: 5 - Relevant Experience: 20	25
	<i>Agribusiness Expert</i> - Educational Qualifications: 5 - Relevant Experience: 25	30
	<i>Water Resource Expert</i> - Educational Qualifications: 5 - Relevant Experience: 25	30

S. No.	Parameter	Maximum Marks
	<i>Institutional Associate (5 nos.)</i> <i>Educational Qualifications: 5</i> <i>Relevant Experience: 20</i>	<i>25x5=125</i>
	<i>Institutional Associate (Finance)</i> <i>Educational Qualifications: 5</i> <i>Relevant Experience: 20</i>	<i>25</i>
Total		1000
<i>Note:</i> i) <i>Total points scored by the Bidder, after evaluation of Technical Bid as per the table above will be divided by 10 to assess the total marks for Technical Bid. For example, if the Bidders gets a score of 750, then the marks for Technical Bid will be 750/10, which is equal to 75 marks.</i> ii) <i>NMCG reserves the right to hold interactions with the Personnel proposed by the first ranked Bidder before award of work and suggest substitute any of them.</i>		

Only those Bidders whose Technical Bids get a score of 70 (seventy) marks or more out of 100 (one hundred) shall qualify for further consideration.

IV. PERSONNEL REQUIREMENT

S. No.	Category Name	Minimum educational qualification from recognized university or institution	Qualification and Expertise required	No.	Indicative Man-months
Key Experts					
1.	Urban Planning Expert	Post-Graduation in Architecture/ Urban Planning/ Landscaping	Should have at least 8 years of experience in the field of Urban Planning / City Development plans / Infrastructure Development etc.	1	24
2.	Urban Planning Support	Post-Graduation in Architecture/ Urban Planning/ Landscaping	Should have at least 5 years of experience in the field of Urban Planning / Infrastructure Development & River Front Development, preparation of technical requirement plans / document pavement design /street scape/ landscaping etc.	1	24
3.	SCADA & Instrumentation Expert	Post-Graduation in Instrumentation/ Electronics/ Electrical Engineering	Should have at least 8 years of experience in supervising Instrumentation, Control and Automation and SCADA related works in water /waste water plants.	1	24
4.	Fresh Water Ecologist	Post-graduation in life sciences/ Environmental Science/ Environmental Biotechnology/ Biology/ Botany/ Zoology	Shall have at least 6 years of experience in projects/ assignments for conservation of Biodiversity, Aquatic life, Marine life, flora, wetlands etc.	1	24
5.	Environmental Management Expert	Post-Graduation in Environmental Science	Should have at least 8 years of environmental management experience in infrastructure projects, including work on ESA, EIA, ESMP, or ESDDR assignments. Should possess substantial experience in handling sand mining issues, along with a sound understanding of the	1	24

S. No.	Category Name	Minimum educational qualification from recognized university or institution	Qualification and Expertise required	No.	Indicative Man-months
			guidelines and legislative frameworks issued by the Government of India from time to time. Additionally, should have strong knowledge of water quality standards for various uses, with the ability to conduct gap analyses and propose practical, implementable solutions.		
6.	Small River Rejuvenation Expert Small river	Graduation in Civil Engineering/ Post Graduation in Geology/ Hydrogeology/ life sciences/ Environmental Science/ Environmental Biotechnology/ Biology/ Botany/ Zoology	Should have at least 6 years of overall experience in pollution abatement, out of which at least 2 years of experience in rejuvenation of small rivers /rivulets/streams/ ground water and spring rejuvenation/Nature based Solutions.	1	24
7.	Groundwater & Spring Rejuvenation Expert	Graduation in Civil Engineering/ Post Graduation in Geology/ Hydrogeology	Should have at least 6 years of overall experience in pollution abatement, out of which at least 2 years of experience in rejuvenation of small rivers /rivulets/streams, ground water and spring rejuvenation.	1	24
8.	Agribusiness Expert	Post-Graduation in Management/ Agribusiness Management/ Agronomy or equivalent	Should have at least 8 years of experience in areas related to Tourism/ Agribusiness activities (such as Natural/Organic Farming/ Rural Agri-livelihood Management/ Agri value added services, Agri value chain management, Agri-marketing, Agri-policy formulation, Agri-livelihood investment promotion,	1	24

S. No.	Category Name	Minimum educational qualification from recognized university or institution	Qualification and Expertise required	No.	Indicative Man-months
			sludge reuse-recycle activities etc.); including Forestry/Animal Husbandry and Fisheries projects.		
9.	Water Resource Expert	Post-Graduation in Water Resources Engineering / Hydrology / Hydrogeology / Environmental Management	Should have 8 years of experience in hydrological analysis, water resource planning, and sustainable management of water systems. Shall be proficient in modelling tools and GIS, with proven experience in implementing water projects and understanding relevant policies. The role also requires the ability to lead projects and coordinate stakeholders for climate-resilient solutions. Should have sound experience in environmental flow (e-flow) assessment and floodplain zoning methodologies, along with a good understanding of the relevant Acts, notifications, and guidelines associated with them.	1	24
10.	Institutional Associate	Post-Graduation in Business Administration	Should have at least 8 years of experience in office organizational support to Government institutions/ PSUs with capabilities in preparation of concept papers, writing reports/ making presentations, preparation of meeting agenda/ Minutes of Meeting etc. programme/ project management consultancy for infrastructure projects. The candidate shall be conversant with advanced presentation software.	5	24x5=120

S. No.	Category Name	Minimum educational qualification from recognized university or institution	Qualification and Expertise required	No.	Indicative Man-months
11.	Institutional Associate (Finance)	Post-Graduation in Business Administration/ Economics/ Commerce	Should have at least 8 years of experience in office organizational support in financial matters to Government institutions/ PSUs with capabilities in preparation of concept papers, writing reports/ making presentations, preparation of meeting agenda/ Minutes of Meeting etc. programme/ project management consultancy for infrastructure projects. The candidate shall be conversant with advanced presentation software.	1	24
Sub-total (Key Experts)				15	
Non-Key Experts					
12.	Data Analyst	Post-Graduation in Computer sciences engineering/IT/ Computer Applications/ Statistics/Applied Statistics.	Should have at least 5 years of experience in analyzing large scale data, and produce meaningful insights for decision making.	1	24
13.	Support Staff-Institution	Post-Graduation	Should have at least 5 years of experience in office administration / coordination with central/ state government institutions/ PSUs	2	24x2=48
Sub-total (Non-Key Experts)				3	
Total (Key and Non-Key Experts)				18	
Note: (i) For work experience, post-qualification experience shall only be considered. (ii) No personnel should have attained the age of 55 (fifty-five) years at the time of submitting the proposal. (iii) The Bidder must submit CVs of Key Experts along with the Technical Bid. The Successful Bidder require to submit CVs of Non-Key Experts prior to signing the agreement.					

Schedule-I: TERMS OF REFERENCE

1. About NMCG:

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 eleven 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 INR 20,000 Crore to accomplish the objectives of effective abatement of pollution, conservation and rejuvenation of the national river, Ganga.

National Mission for Clean Ganga (NMCG) is set up as an authority by Government of India through River Ganga (Rejuvenation, Protection and Management) Authorities order, 2016 in exercise of powers given under section 3 of the Environmental Protection Act (EPA) 1986. NMCG is the central level programme implementation body of the National Ganga Council (NGC), which is chaired by Hon'ble Prime Minister. NMCG is supported by States Mission for Clean Ganga (SMCGs), which are also authorities under Section 3 of the EPA, 1986, in 5 basin states on the main stem of River Ganga such as Uttarakhand, Uttar Pradesh, Bihar, Jharkhand and West Bengal, for successful implementation of the Namami Gange programme. The vision is to restore the wholesomeness of the river by ensuring Aviral and Nirmal Dhara and maintaining its geo-hydrological and ecological integrity.

Namami Gange Mission II (NGM II) was sanctioned for a period up to 31st March 2026 with budget outlay of 22,500 cr. The focus of NGM II shall be on sewerage infrastructure creation in Ganga tributaries, scaling up of public private partnership efforts, circular water economy model and faecal sludge and septage management. The main objective under NGM II is based on the **Five Pillars of Ganga Rejuvenation**:

- (i) **Nirmal Ganga** (*pollution abatement*)
- (ii) **Aviral Ganga** (*improving ecology and flows*)
- (iii) **Jan Ganga** (*strengthen people river connect*)
- (iv) **Gyan Ganga** (*facilitate diversified research, scientific mapping, studies and evidence based policy formation*)
- (v) **Arth Ganga** (*boosting economy and livelihood*)

2. Objectives of Assignment:

The main purpose of engagement of the Project Management Consultant (Institutional) is to support the operations of NMCG in various activities undertaken as part of the Namami Gange Programme. As such the indicative activities may include Executive Committee Assistance; Coordination with procurement consultant for project reports; Monitoring of Award of Works and Contracting; Monetization and Reuse of Sludge & Wastewater, Wastewater Reuse and Recycle; Rural Sanitation; support and coordination in Community Engagement activities such as Ganga Run, Ganga Utsav, Ganga Quest, Ganga Amantran Abhiyan, Livelihood Generation Opportunities, Public Participation, Culture Heritage, Tourism and Institutional Building etc. These activities are aimed at achieving following main objectives of NMCG such as:

- (i) Comply with the decisions and directions of the National Ganga Council and implement the Ganga Basin Management Plan approved by it.
- (ii) Co-ordinate all activities for rejuvenation and protection of River Ganga in a time bound manner.
- (iii) Do all other acts or abstain from doing certain act which may be necessary for rejuvenation and protection of River Ganga and its tributaries.
- (iv) To coordinate and support in the implementation of all activities under the Five Pillars for Ganga rejuvenation.

Accordingly, the main objectives of the PMC engagement are:

- ✓ To assist NMCG to take all such measures which may be necessary to give effect to the decisions of the National Ganga Council.
- ✓ Support NMCG to set up or facilitate setting up of suitable institutional arrangement in implementation of the decisions of National Ganga Council/Government of India.
- ✓ Assist NMCG in designating and directing one or more existing centres of research; develop and disseminate knowledge base and analytical tools on abatement of pollution and rejuvenation; protection and management of River Ganga and its tributaries.
- ✓ To assist NMCG in development of suitable policy measures and actively participate in policy dialogues with expert and provide inputs for various activities that may cause/support to cause effective abatement of pollution in river Ganga.

Within the above objectives the broad scope of work for the PMC are explained below.

3. Freshwater Ecosystem

Freshwater ecosystems are vital for sustaining biodiversity, supporting livelihoods, and maintaining the ecological balance of river basins. Increasing anthropogenic pressures such as urbanization, wastewater discharge, riverfront development, and hydrological alterations have significantly impacted river health and associated habitats. In this context, a scientific and systematic understanding of riverine ecology, coupled with robust monitoring and adaptive management, is essential to ensure that development interventions are environmentally sustainable. Integrating ecological assessments with regulatory frameworks and modern monitoring systems enables informed decision-making for conservation, restoration, and long-term management of freshwater resources. The broad scope under this component shall be:

- i. Conduct field surveys to assess riverine ecology, including aquatic biodiversity and habitat conditions across project stretches.
- ii. Design and implement ecological monitoring plans aligned with Central Pollution Control Board (CPCB) protocols, linking biological indicators with physico-chemical parameters.
- iii. Support assessment and validation of environmental flow requirements to sustain aquatic ecosystems and river health.
- iv. Evaluate ecological impacts of NMCG projects such as STPs, riverfront development, and drainage management works, and recommend mitigation measures.

- v. Prepare and implement plans for conservation of sensitive species, habitats, and aquatic biodiversity hotspots within project areas.
- vi. Provide technical inputs for restoration and management of wetlands, floodplains, and riparian buffers connected to the river system.
- vii. Analyze ecological and monitoring data; prepare periodic reports highlighting ecosystem health trends, risks, and corrective actions.
- viii. Support integration of ecological indicators with real-time monitoring platforms (SCADA/online systems) for informed decision-making.
- ix. Train field staff and local stakeholders on ecological monitoring techniques and promote community participation in river conservation.
- x. Ensure compliance with environmental norms and provide advisory support during appraisals, audits, and clearances.

4. Environmental Management

Effective environmental management of river basins is essential for balancing developmental needs with ecological sustainability. Rapid urbanization, industrialization, and land-use changes have intensified pressures on water resources, leading to declining water quality, habitat degradation, and increased vulnerability to climate-related risks. A basin-level approach that integrates scientific assessment, regulatory compliance, pollution control, and ecosystem restoration is therefore critical for ensuring long-term river health. Such an approach also emphasizes stakeholder participation, continuous monitoring, and adaptive management to address emerging environmental challenges in a holistic and sustainable manner. The broad scope under this component shall be:

- i. Conduct basin-level environmental baseline studies covering water quality, biodiversity, hydrology, pollution sources, and ecological sensitivities.
- ii. Prepare River Basin Environmental Management Plans (RBEMP) aligned with NMCG objectives, including pollution abatement, ecological restoration, and sustainable flow management.
- iii. Facilitate statutory approvals and ensure compliance with guidelines of Central Pollution Control Board (CPCB), SPCBs, MoEF&CC, and other applicable authorities.
- iv. Design and supervise implementation of water quality monitoring systems (including real-time monitoring) and assess pollution load reduction across the basin.
- v. Ensure integration of environmental safeguards in all sub-projects (STPs, sewerage, industrial discharge control, riverfront development, etc.).
- vi. Plan and monitor activities related to wetland restoration, afforestation, riverbank stabilization, aquatic habitat protection, and conservation of native species.
- vii. Review and guide preparation of EIAs/EMPs for sub-projects and ensure adherence during execution.

- viii. Support public consultations, community engagement, and IEC (Information, Education & Communication) activities for sustainable river basin management.
- ix. Develop KPIs, dashboards, and periodic environmental monitoring reports for NMCG and funding agencies.
- x. Identify environmental risks (flooding, pollution hotspots, climate impacts) and recommend mitigation and adaptive strategies.

5. SCADA based monitoring

The Project Management Consultant (PMC) shall provide end-to-end support for planning, design review, implementation, integration, and operationalization of SCADA systems for river basin management and urban infrastructure assets under National Mission for Clean Ganga projects. The scope shall include real-time monitoring of STPs, sewerage networks, pumping stations, water supply systems, drains, and river water quality stations through centralized dashboards and analytics platforms. The PMC shall supervise installation, testing, commissioning, cybersecurity compliance, data reliability, and interoperability with existing command-and-control systems. Capacity building of implementing agencies and performance reporting for informed decision-making shall also form part of the assignment.

- i. Assess requirements for SCADA-based monitoring across STPs, sewerage networks, pumping stations, water supply systems, drains, and river monitoring stations within the basin/city area.
- ii. Develop integrated SCADA architecture for river basin and urban utilities, covering field instrumentation, communication systems, control centers, and central dashboards.
- iii. Review designs/specifications for sensors, flow meters, level transmitters, analyzers, servers, and communication infrastructure to ensure interoperability and scalability.
- iv. Enable real-time monitoring of sewage flows, pumping stations, treatment plant performance, energy consumption, and treated effluent quality.
- v. Support deployment of online monitoring systems for river stretches and drains for parameters such as DO, BOD, COD, pH, turbidity, ammonia, and flow.
- vi. Facilitate integration of field data with NMCG/state through GIS-enabled dashboards, analytics platforms, and decision-support systems.
- vii. Supervise installation, testing, FAT/SAT, commissioning, and performance validation of SCADA hardware, software, and communication systems.
- viii. Train implementing agencies/ULBs on SCADA operations and generate periodic MIS reports, alarms, trends, KPIs, and improvement recommendations.

6. Water Resources Management

The Project Management Consultant (PMC) shall provide technical support for integrated water resources management National Mission for Clean Ganga projects. The scope shall include hydrological analysis, water balance studies, environmental flow (e-flow) assessment, floodplain zoning, hydraulic modelling, and preparation of sustainable water allocation strategies. Also support planning of urban water security measures including reuse, demand management, storm water management, and climate-

resilient interventions. Coordination with stakeholders, regulatory compliance, and decision-support through GIS/MIS platforms shall form an integral part of the assignment.

- i. Undertake hydrological studies including rainfall-runoff analysis, streamflow assessment, groundwater-surface water interaction, and basin water balance for informed planning.
- ii. Prepare integrated water resources management plans for optimal allocation of water among domestic, industrial, agricultural, ecological, and urban requirements.
- iii. Coordinate with state agencies, ULBs, irrigation departments, and communities; build institutional capacity; and prepare MIS reports, dashboards, and decision-support outputs.
- iv. Assess environmental flow (e-flow) requirements and recommend measures for maintaining ecological flows, river health, and sustainable abstraction regimes.
- v. Conduct floodplain mapping, zoning studies, inundation modelling, and recommend flood mitigation and land-use control measures.
- vi. Support planning for sustainable urban water supply, demand management, reuse of treated wastewater, stormwater harvesting, and reduction of non-revenue water.
- vii. Apply hydrological/hydraulic models and GIS-based tools for river behaviour analysis, reservoir operations, drainage planning, and scenario forecasting.
- viii. Ensure compliance with applicable water laws, river conservation guidelines, floodplain regulations, and relevant Government policies/notifications.

7. Small River Rejuvenation

Small rivers and tributaries form the foundational network of larger river basins, playing a crucial role in maintaining hydrological balance, supporting local ecosystems, and sustaining community livelihoods. However, these water bodies are often the most vulnerable to degradation due to unregulated urban expansion, discharge of untreated waste, encroachments, and neglect in mainstream river management efforts. Rejuvenation of small rivers therefore requires a decentralized, catchment-based approach that integrates pollution control, ecological restoration, sustainable water management, and active community participation. Leveraging modern tools such as GIS mapping, real-time monitoring, and nature-based solutions is essential to restore their ecological integrity and ensure long-term sustainability. The broad scope under this component shall be:

- i. Conduct detailed assessment of the small river/tributary including catchment delineation, hydrology, pollution sources, encroachments, and land use mapping using GIS tools.
- ii. Develop a comprehensive Small River Rejuvenation Plan covering environmental flows, pollution abatement, ecological restoration, and sustainable river use.
- iii. Identify point and non-point pollution sources (sewage drains, industrial discharge, solid waste dumping) and prepare mitigation strategies including interception & diversion (I&D).
- iv. Support design review and supervise implementation of key works such as decentralized STPs, in-situ treatment, bio-remediation, constructed wetlands, and river surface cleaning.

- v. Plan and monitor watershed management activities such as afforestation, soil erosion control, check dams, rainwater harvesting, and recharge structures.
- vi. Assess and recommend measures to maintain minimum ecological flow in the river through demand management, reuse, and upstream regulation.
- vii. Guide removal of encroachments, restoration of natural river morphology, riverbank stabilization, and protection of floodplain zones.
- viii. Establish and oversee periodic and real-time water quality monitoring systems in alignment with Central Pollution Control Board (CPCB) standards.
- ix. Facilitate stakeholder consultations, awareness campaigns, and involvement of local communities, ULBs, and NGOs in river rejuvenation efforts.
- x. Develop KPIs, track project progress, prepare periodic reports, and build capacity of local bodies for sustainable O&M of rejuvenated river systems.

8. Ground Water Management

Groundwater is a critical component of the hydrological cycle and serves as a primary source of water for drinking, agriculture, and industry across many river basins. However, increasing demand, unregulated extraction, declining recharge, and contamination have led to significant stress on aquifers, threatening long-term water security and ecological sustainability. Effective groundwater management requires a scientific understanding of aquifer systems, their interaction with surface water, and the balance between recharge and extraction. Integrating monitoring systems, regulatory frameworks, and recharge interventions with basin-level planning is essential to ensure sustainable utilization, improve baseflows in rivers, and support overall basin rejuvenation. The broad scope under this component shall be:

- i. Conduct basin-level hydrogeological studies including aquifer characterization, groundwater levels, recharge zones, extraction patterns, and interaction with surface water systems.
- ii. Prepare groundwater balance estimates (recharge vs. extraction) and identify over-exploited, critical, and semi-critical zones within the river basin.
- iii. Design and supervise installation of groundwater monitoring systems and integrate them with basin-level dashboards.
- iv. Monitor groundwater quality, identify contamination sources, and recommend remediation measures in line with Central Pollution Control Board standards.
- v. Plan and oversee implementation of artificial recharge structures such as recharge wells, percolation tanks, check dams, infiltration trenches, and rainwater harvesting systems.
- vi. Develop strategies for integrated use of surface and groundwater resources to optimize availability and reduce stress on aquifers.
- vii. Support enforcement of groundwater extraction norms, permits, and guidelines in coordination with relevant authorities (e.g., CGWA/SPCBs).
- viii. Ensure alignment of groundwater management with river flow augmentation, base flow improvement, and overall basin rejuvenation objectives.

- ix. Develop groundwater models, MIS dashboards, and decision-support tools for forecasting, planning, and sustainable management.
- x. Train local bodies, industries, and communities on sustainable groundwater use, and conduct awareness programs on recharge and conservation practices.

9. Institutional Support

As a Central Agency, the objective of NMCG is to ensure effective implementation of the overall Namami Gange program. NAMAMI GANGE program is a multi-sectoral, multi-dimensional and multi-stakeholder initiative of Government of India. It is a flagship program that covers five State Governments and key Central Ministries comprising of (a) Jal Shakti, (b) Environment, Forests & Climate Change, (c) Shipping, (d) Tourism and (e) Urban Development, all working together to ensure the successful of this noble initiative.

The implementation of numerous projects across the identified cities and villages in the 11 states would also require specialized professionals who have requisite skills and knowledge in respective areas. With various projects in different stages of planning and implementation, various levels of officials/stakeholders are involved on different projects and proper coordination among them is the key for success of the programme, the role of the PMC become crucial in identifying the gaps in the communication among the various stakeholders.

Overall scope of work for the PMC is to enhance capacity of the program partners by identifying right kind of communication strategy and coordinating in implementing the same to support the effective execution of the job.

Government of India has established Clean Ganga Fund (CGF) for encouraging contribution of firms, individuals, NGOs, institutions to the rejuvenation of River Ganga. Since inception several public sector units, private companies, individuals, NRIs have contributed to this fund. Many corporates have taken up works under Corporate Social Responsibility. Considering the size of activities to be undertaken in rejuvenation of River Ganga, the cultural ethos of common public to the river and large-scale involvement of masses in conservation of the ecological balance, it is important to scale up the efforts of promoting the CGF. The PMC will assist NMCG in reaching out the possibilities of the CGF to more corporates/individuals and help in establishing river people connect through participation in CGF.

The broad scope of work in this component will be:

- i. Providing institutional support to NMCG.
- ii. Identify areas where guidelines and standard procedures are required.
- iii. Organization of strategic meeting with top level stakeholders for program performance improvement (DG, ED, SPMG director etc).
- iv. Organization of Tactical meetings with State officers in charge for monitoring the project progress.
- v. Preparation of Agenda and Minutes of Meeting.
- vi. Coordination with SMCGs for conduct of State Ganga Committee Meetings

- vii. Coordination with State/DM on actions and meetings of District Ganga Committees
- viii. Assisting NMCG in Preparation of Agenda, Minutes of Meeting and suitable presentation for Empowered Task Force (ETF).
- ix. Keeping track of the communication with respect to decisions of various meetings to the concerned stake holders.
- x. Collation of information for NGC meeting and assisting NMCG in preparation of agenda, presentation and minutes of meeting etc.
- xi. Follow up on action taken report on decision taken in various meetings including ETF, NGC meeting etc.
- xii. Assisting NMCG in managing the Clean Ganga Fund Trust and its activities including preparation of meeting agenda, Minutes of Meeting, follow up on projects taken up, widening the reach of the CGF to individuals/institutions, strengthening the institutional framework etc.

10. Agribusiness

Modern agricultural practices have been major causes of soil degradation and fertility loss, pollution of water bodies and natural resource depletion in Ganga Basin. Hence transition to sustainable agriculture is urgently needed to maintain Ganga Basins ecosystem services. Though arable land is a limiting constraint in Ganga Basin, agriculture is growing by adopting high-yield crops with high fertilizer and water inputs. But extensive use of water, chemical fertilizers and pesticides, soil tillage, and mono-cropping have increased soil erosion and degradation, depleted soil nutrients and biodiversity, dwindled the basin's waters, and polluted ecosystems.

In order to reduce the non-point-source pollution due to agricultural activities and the ensure sustainable agricultural practices, NMCG along with support from other ministries endeavours to bring in reforms in this sector and increase the contribution to the economic growth in the Ganga basin. Under Arth Ganga, six key verticals have been identified, i.e. (i) Zero Budget Natural Farming; (ii) Monetisation of Reuse of Sludge & Wastewater; (iii) Public Participation; (iv) Culture Heritage & Tourism; (v) Livelihood Generation Opportunities; (vi) Institutional Building. The broad scope of work for the PMC shall be as follows:

- i. Coordination with Ministry of Agriculture, Govt. of India, other state ministries, institutions and NGOs for identification of best agricultural practices for the Ganga basin.
- ii. Identifying and improving the Agri value added products/services in the region.
- iii. Promoting organic farming and water efficient cropping technologies.
- iv. Suggesting the intervention required and developing investment proposals for such interventions in accordance with the existing framework/rules/guidelines.
- v. Assisting NMCG in achieving the synergy of different interventions by other departments/state governments in the sector.

- vi. Monitoring the progress such interventions approved by NMCG.
- vii. Exploring the possibility of usage of treated wastewater from Sewage Treatment Plants (STPs) and decomposed sludge as a manure for cultivation of crops.
- viii. Recommending suitable institutional structure for supporting the organic Agri products.
- ix. Devising appropriate policy measures to achieve the above goals within the existing socio- cultural, economic and institutional framework.

11. Urban Landscape Planning and River City Alliance (RCA)

There is a significant gap in addressing river conservation in the present Urban Planning Framework in India. Unless the connect between river and people is re-established the rejuvenation efforts may not yield the desired results. Originally a consortium of Indian Institute of Technologies (IITs), led by IIT Kanpur has published general guidelines for preparation of Urban River Basin Management Plans (URMP). NMCG collaborated with institutes of esteem such as IIT, National Institute of Urban Affairs (NIUA), etc to conceive a project to main streaming the URMP which is based on three pillars of sustainable development- Economics, Social, and Environment. For further supplementing the activities of NMCG River Cities Alliance (RCA) was formed.

River Cities Alliance (RCA) is a joint venture of Ministry of Jal Shakti (MoJS) and Ministry of Housing and Urban Affairs (MoHUA) with a vision to connect river cities and focus on sustainable river centric development. It has been envisaged as a city led movement which focuses on three broad themes of Networking, Capacity Building and Technical Support for planning and managing urban river stretches. RCA is already being implemented in the cities of Ganga River Basin. NMCG is working with Ministry of Housing and Urban Affairs (MoHUA) through its nodal organization, National Institute of Urban Affairs (NIUA) to promulgate river sensitive development in cities through development of framework, tools, outreach programs and workshop. The broad scope of work may include:

- i. Ideation for implementation of River-based planning in Urban sector.
- ii. Finalization of implementable Urban River Management Plan in consultation with identified agencies.
- iii. Assistance in Development of a tool kit for implementation of URMP.
- iv. Assisting in implementing and monitoring the URMP by chosen ULBs.
- v. Coordination with MoHUA and NIUA.
- vi. Preparation of reports, PPTs and MIS reports to higher authorities.
- vii. Maintaining the official calendar of events, meetings and reports under RCA.
- viii. Providing inputs for Workshops, Seminars and other events to be taken up under RCA.
- ix. Assisting in the organization of Seminars and Workshops of RCA.

12. Data Analytics and Management

National Mission for Clean Ganga has developed a Dashboard/Project Monitoring Tool (PMT) for tracking implementation of projects in a time-bound manner. The development, enhancement, and customization of the dashboard shall be a continuous and evolving process, and the Project Management Consultant (PMC) shall actively support updating of information in the PMT and its evolution. The broad scope of PMC shall include:

- i. Coordinate with PMT consultants and undertake supervision and monitoring of ongoing projects such as I&D works, STPs, sewerage networks and other sectoral interventions with reference to timelines, quality, transparency, and deliverables.
- ii. Collate daily/weekly/monthly progress updates from implementing agencies/concerned divisions and prepare consolidated status reports for review by NMCG
- iii. Report status of each project.
- iv. Define projects/programmes and various phases and sub-phases and provide an option of real-time progress monitoring.
- v. Utilize latest data analytics tools, Artificial Intelligence (AI), Machine Learning (ML), predictive analytics, and Business Intelligence (BI) platforms for analyzing large datasets and identifying trends, delays, cost overruns, performance gaps, and optimization opportunities.
- vi. Develop early warning systems and decision-support models through analytics for flagging project slippages, underperforming assets and compliance risks, enabling timely corrective action by NMCG.
- vii. Track progress of multiple projects in various segments such as sewerage, STP, biodiversity, online real time water quality monitoring etc.
- viii. Generate progress report formats with graphical view to users and quickly access needed data, enabling users to keep tasks on schedule.
- ix. Assist NMCG in developing a mechanism for monitoring the quality and timeliness of voluntary disclosure of public information.
- x. Providing data and input for the PMT and also provide data to for updating the O & M details of STPs in the PMT.

13. Executive Assistance to Authority

NMCG is not only an implementing agency for Namami Gange programme but also works as a pivotal agency in spearheading and guiding the initiatives of Government of India for Ganga Rejuvenation. In such an endeavour, NMCG must constantly interact with top government functionaries at various level and other apex institutions under Government of India. There is a constant need for factual and quality representation of the information before these functionaries/ institutions. It is expected that the PMC shall deploy a team of well qualified, experienced and energetic manpower to assist NMCG in preparation and dissemination of information in a professional manner. The broad scope of work may include:

- i. Preparation of presentable reports, PPTs and MIS reports to higher authorities.
- ii. Maintaining the official calendar of events, meetings and reports.

- iii. Providing inputs for webinars/Interactions of top management.
- iv. Identification of news/research articles related to river rejuvenation and providing inputs to top management.
- v. Assistance in development of articles/opinion papers in the field of river rejuvenation for publishing in national/international journals.
- vi. Identification of agencies involved in the domain across the globe and organizing meetings/discussions/ Interactions / information exchange with them.

14. Deliverables:

Sl. No.	Activities	Delivery Schedule
Inception Stage		
D1	Inception report	Within two weeks from mobilization.
Implementation Stage		
D2	Monthly Progress Report	Monthly (by 10 th day of the following month)
D3	Yearly Progress Report	Yearly (by 15 th day of January month)
Consolidation and Handover Stage		
D4	Final Report	One month prior to the contract expiry

15. Period of Engagement:

The assignment would be initially for a period of 2 (two) years. The period could subsequently be extended for a further period of 1 year, based on the satisfactory performance of the Consultant.

16. Place of Performance of Assignment:

The assignment will be performed in India, mostly in Delhi, but with possible frequent visits of Personnel to other cities of states. Each such visit shall be followed by a mission report, stating the objectives of the mission, mission contents, and conclusion. All expert inputs shall be delivered in India. No payment shall be made for time inputs of Personnel in any place other than the place of performance of the assignments. NMCG will make available office spaces, workstations and requisite equipment like computers with basic software like MS-Office, etc., printers and stationery items needed within NMCG office.

17. Administration:

The proposed staff will report directly to the Deputy Director General (DDG), NMCG. The concerned officials of respective projects/assignments will be supervisors for all day-to-day activities.

18. Time and Payment Schedule

As soon as practicable but not later than fifteen (15) days after the end of each calendar month during the period of services, the Consultant shall submit to NMCG, the invoice of the amounts payable (separate invoice for Remuneration & Reimbursable if any) accompanied by itemized statements, attendance reports from HR NMCG for the Personnel. The payment shall be on monthly basis as stipulated in agreement clause 6.3. The travel cost will be reimbursed as per provision of NMCG as stipulated in Annex-4 to the agreement.

Schedule-II

DRAFT FORM OF AGREEMENT

FOR

**PROJECT MANAGEMENT CONSULTANT
(INSTITUTIONAL SUPPORT)**

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 (herein after “NMCG”) 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 Project Management Support services (Institutional Support) (hereinafter called the “**Consultancy**”);
- (B) the Consultant submitted its bids for the aforesaid work, whereby the Consultant represented to the NMCG that it had the required professional skills, and in the said bids 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) the NMCG, on acceptance of the aforesaid bids of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Intent dated (the “**LoI**”); and
- (D) in pursuance of the LoI, 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.
- (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) **“Resident Personnel”** means such persons who at the time of being so hired had their domicile inside India;
- (m) **“RFP”** means the Request for Proposal document in response to which the Consultant’s Bid for providing Services was accepted;
- (n) **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto; and
- (o) **“Third Party”** means any person or entity other than the Government, the NMCG and the Consultant.

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) Letter of Intent; and
- (d) RFP

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 1.10 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 1.10 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 site of the Project 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:

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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 with effect from {insert 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 Performance 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 the NMCG; or (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, pandemic, 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 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 the 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 2.9.1, 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 Bids, 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) the 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 2.9.2, 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 3.5, 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 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 Personnel and agents of the 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 and after its termination, the Consultant or any Associate thereof and any entity affiliated with the 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 percent) 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 Personnel 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 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, its 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, its 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 the 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 this Clause, 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 Personnel as are not listed in Annex-2.
- (b) Deleted.
- (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 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 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 the 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-2 of this Agreement. The estimate of Personnel costs and man-month rates are specified in Annex-2 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 Personnel listed in Annex-2 of the Agreement are hereby approved by the NMCG. No other Personnel shall be engaged without prior approval of the NMCG.

4.3.2 If the Consultant hereafter proposes to engage any person as Personnel, it shall submit to the NMCG its proposal along with a CV of such person in the form provided at Appendix-I (Form-9) 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 Personnel

4.4.1 The NMCG expects all the Personnel to be available during implementation of the Agreement. The NMCG will not consider substitution of Personnel except for reasons not attributable to the Consultant such as any medical incapacity/death/resignation. Such substitution shall ordinarily be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the NMCG. The extent of permissible substitutions and applicable penalties are defined in the sub-clauses below:

- (a) Maximum of four substitutions of Key Expert on account of resignation shall be applicable without penalty during the entire Agreement period. However, 2nd substitution for the same position shall be subject to deduction as detailed in this clause. For substitutions against reasons other than mentioned in Clause 4.4.1 (for

resignation - beyond the permissible limit of four substitutions), a sum – up to 5% (five percent) of the remuneration specified for the original Key Expert may be deducted from the payments due to the Consultant. In case of further substitutions hereunder, such deduction shall be up to 10% (ten percent) of the remuneration specified for the original Key Expert for each substitution. However, the Competent Authority of NMCG reserve the right to waive off the deduction in fee on the basis of merits of the case.

- (b) Maximum of five substitutions of Non-Key Expert on account of resignation shall be applicable without penalty during the entire Agreement period. However, 3rd substitution for the same position shall be subject to deduction as detailed in this clause. For substitutions against reasons other than mentioned in Clause 4.4.1 (for resignation - beyond the permissible limit of five substitutions), a sum – up to 5% (five percent) of the remuneration specified for the original Non-Key Expert may be deducted from the payments due to the Consultant. In the case of a further substitutions hereunder, such deduction shall be up to 10% (ten percent) of the remuneration specified for the original Non-Key Expert for each substitution. However, the Competent Authority of NMCG reserve the right to waive off the deduction in fee on the basis of merits of the case.

- 4.4.2 If the Competent Authority of 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 practices while performing the Services, the Consultant shall, at the NMCG's request, provide a replacement acceptable to the NMCG.
- 4.4.3 If any of the approved personnel fail to join, any replacement thereof - subject to the provisions of Clause 4.4 - shall also be treated as a substitution.
- 4.4.4 In the event that any of the Personnel are found by the Competent Authority of NMCG to be incompetent or incapable or undesirable in discharging assigned duties, NMCG specifying the ground therefore, may require the Consultant to provide a replacement, acceptable to NMCG.

4.5 Working hours, overtime, leave, etc.

- 4.5.1 Working hours and holidays for Consultants' Personnel are set forth in Annex-3 hereto.
- 4.5.2 The Personnel engaged by the Consultant to provide Services under this Agreement shall neither be entitled for any overtime payments nor paid sick leave or vacation leave or maternity leave, except as specified in Annex-3 hereto, and the Consultant's remuneration shall be deemed to cover these items. All leave which may be allowed by the Consultant to the Personnel shall be included in the estimated man-month of services given in Annex-2. Availing any leave by any Personnel shall be subject to the prior approval of NMCG and the Consultant shall ensure that absence of the

Personnel availing leave shall not cause any delay in the progress of work and the Services to be rendered under the Agreement.

4.6 Coordination Member

The person designated as the Coordination Member of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel and shall be responsible for day-to-day performance of the Services.

4.7 Sub-Consultants

The Consultant shall not assign, transfer, pledge or sub-contract, the performance or services or any part thereof to any other firm. In the event of the Consultant contravening this condition, the Agreement is liable to be terminated and to get the balance work or services under the Agreement 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 Agreement.

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, by an amount exceeding 2% (two percent) of the Agreement Value specified in Clause 6.1.2, 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 aforesaid Agreement Value.

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**”).

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 Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

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

(a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-5 of this Agreement, subject to the Consultant fulfilling the following conditions:

(i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the NMCG, the work pertaining to the preceding stage.

(ii) The NMCG shall pay to the Consultant, only the undisputed amount.

(b) 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 NMCG, the invoices for the amounts payable (*separate invoice for Remuneration & Reimbursable if any*) accompanied by itemized statements, attendance reports from HR NMCG for each of the Personnel along with requisite & appropriate supporting documents. The payment shall be made within thirty (30) days of after

the receipt by the NMCG of duly completed bills with necessary particulars subject to the approval of the monthly report for the respective month. Such monthly reports shall be submitted within 10th day of the following month during the period of the Services.

- (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**”). Interest at the rate of 8% (eight percent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such 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 Terms of Reference and as desired by NMCG for the purpose of this Agreement, 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 90 (ninety) days after receipt of the final deliverable by the NMCG unless the NMCG, within such 90 (ninety) day 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 in accordance with Clause 6.3 (c). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten percent) per annum.
- (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. PERFORMANCE SECURITY, LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

- 7.1.1 The Consultant has furnished the performance security in the form of vide instrument no..... dated for INR..... (i.e. 5% of the Agreement Value) and valid till which is for a period of sixty (60) days beyond the date of completion of all contractual obligations. In the event of any extension of the Agreement period or amendment to the Agreement value, the Successful Bidder shall correspondingly extend or amend the Performance Security accordingly. Scanned copy of the performance security is enclosed at Annex-7 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 20% (twenty percent) 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 0.1% (zero point one percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) 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 7.2.

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 or the officer nominated by him, and the Chairman of the Board of Directors 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 office, 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
Consultant:

(Signature)
(Name)
(Designation)

SIGNED, SEALED AND DELIVERED

For and on behalf of
National Mission for Clean Ganga

(Signature)
(Name)
(Designation)

In the presence of:

1.

2.

Annex-1: Terms of Reference (*Reproduce Schedule-1 of RFP*)

Annex-2: Cost of Services (*Refer Clause 4.2 & 6.1*) (*Reproduce submitted BoQ*)

Annex-3

Working Hours, Leaves and Holidays for Consultant's Personnel*(Refer Clause 4.5)*

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 or as communicated to them by the Nodal Officer (s) of the NMCG so authorised.
 - (b) ensure that the personnel engaged by them to observe holidays as are applicable to the officials, employees, consultants of the NMCG. 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 Holidays, the norms applicable to the NMCG shall be applicable to the Personnel of the Consultant. However, in case of exigencies, the NMCG 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 NMCG shall be kept informed by the Consultant in this regard.
2. Remuneration for period of less than one month shall be calculated on a calendar day basis for time spent and attributable to the assignment with one day being equivalent to 1/30.
3. The Consultant's Personnel can avail twelve (12) Casual Leaves per calendar year (on pro-rata basis), subject to the following:
 - a. Casual leaves are neither carried forward to the next calendar year nor encashable. On the closing day of the calendar year, any unused Casual Leaves will lapse automatically.
 - b. Casual leaves should not normally be granted for more than four (4) days at a stretch at any time, subject to balance available at the time of claiming.
 - c. If a Personnel joins in the middle of the month (say after 15th), in such case, the casual leave will not be credited for the said month.

Annex-4

Reimbursable Expenses

1. NMCG shall make payment to the Consultant for all such reimbursable expenses as incurred by the Consultants' Personnel for outstation visit(s) (outside Delhi National Capital Region (NCR) area) as may be required for providing services under this Agreement, provided that such outstation work has been approved by the NMCG and evidenced by submission of supporting documents. Such reimbursement claim, if any, shall be submitted on monthly basis.
2. The reimbursable expenses shall include, travel from the NMCG's office/ residence of Personnel in Delhi NCR 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 NMCG's office in Delhi/residence of Personnel in Delhi NCR, among other such minor project related and approved expenditures by the NMCG for purposes of rendering services.
3. 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 GC 6.3 (a) and 6.5 (b). 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)		
		As per Actuals (Maximum Ceiling)		
		Boarding	Hotel (State Capitals)	Hotel (Other Towns)
Air-Economy / AC-II (For outstation travel – Distance upto five hundred (500) kilometres should be travelled by train wherever it is reasonably feasible and possible	Taxi @ Rupees Fourteen per kilometre (INR 14/ 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.

4. The international travel as may be required by the Consultants' Personnel for providing services under this Agreement, shall be subject to strict compliance of extant rules, procedures and norms of Government of India. Such reimbursement claim, if any, shall be submitted on monthly basis evidenced by submission of prior approval and other supporting documents. The rates applicable for the purposes of reimbursements shall be lower of the actual as incurred or as mentioned herein below:

Position	Entitlement as per
For Key Experts	Rank of Director cadre in Government of India
For Non-Key Experts	Rank of Under Secretary cadre in Government of India

Annex-5

Payment Schedule

(Refer Clause 6.3)

To be reproduced from TOR.

Notes:

- 1. The above payments shall be made to the Consultant provided that the payments to be made at any time shall not exceed the amount certified by the Consultant in its Statement of Expenses.*

Annex- 6: Form of Bank Guarantee for Performance Security

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 NMCG’s Letter of Award no. dated valued at INR (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 INR (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 INR (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 INR (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 prior consent of the NMCG in writing.

8. This guarantee shall also be operatable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR 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 60 days beyond the end of the Agreement period)].

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.

Form of Surety Bond
[Performance Security]

Surety Bond No.:

Dated:

To,

_____Name of the Owner

_____Address of Owner

WHEREAS:

- (A) [*Name and address of the "Consultant"*] (hereinafter called the "Consultant") has undertaken, in pursuance of Letter of Intent (LoI) No..... dated for [*Name of the Project*] (hereinafter called the "Agreement").
- (B) The Agreement requires the Consultant to furnish a Performance Security to the Owner in a sum of INR..... (Rupees.....) (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Agreement period (as defined in the Agreement).
- (C) We,, through our branch at [*Name of the Insurance Company*] (hereinafter referred to as the "Surety Insurer"), have agreed to furnish this Surety Bond by way of Performance Security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer hereby unconditionally and irrevocably guarantees the due and faithful performance of the Consultant's obligations during the Agreement period under and in accordance with the Agreement, and agrees and undertakes to pay the Owner, upon its mere first written demand, within 5 (five) working days of receipt of such written demand from the Owner, without any demur, reservation, recourse, contest or protest, and without any reference to the Consultant, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Owner shall claim without the Owner being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, deductions or withholdings of any nature, and where any withholding on a payment is required by any Applicable Law, the Surety Insurer shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that the Owner receives the full amount due hereunder as if no such withholding had occurred.
3. A letter from the Owner, stating that the Consultant has committed default in the due

and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Owner shall be the sole judge to decide as to whether the Consultant is in default in due and faithful performance of its obligations during the Agreement period under the Agreement and its decision that the Consultant is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Owner and the Consultant, or any dispute between them pending before any Court, Tribunal, Arbitrators or any other authority or body, or by the discharge of the Consultant for any reason whatsoever.

4. In order to give effect to this Surety Bond, the Owner shall be entitled to act as if the Surety Insurer were the principal debtor and any change in the constitution of the Consultant and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.
5. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Owner to proceed against the Consultant before presenting to the Surety Insurer its demand under this Surety Bond.
6. The Owner shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Consultant contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Owner against the Consultant, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Owner, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Owner of the liberty with reference to the matters aforesaid or by reason of time being given to the Consultant or any other forbearance, indulgence, act or omission on the part of the Owner or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.
7. This Surety Bond is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Owner in respect of or relating to the Agreement or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Consultant under the Agreement.
8. The Surety Insurer further undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Owner in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.
9. Any notice by way of request, demand or otherwise hereunder shall be given in writing and addressed to the Surety Insurer and such notices shall be sent by courier or by registered post or by e-mail to the Surety Insurer at the address or e-mail set forth herein.

10. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Guarantee Amount and this Surety Bond will remain in force for the period up to, unless a demand or claim under this Surety Bond is made in writing by the Owner on or before the aforesaid date, all rights of the Owner under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.
11. This Surety Bond shall come into force with immediate effect and shall be operatable at our branch at, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
12. The Insurance Surety Bond shall be verified from the specific portal created for this purpose (portal address.....).

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of Surety Insurer by:

(Signature)
(Name)
(Designation)
(Code Number)
(Address)
(Email)

Notes:

- (i) The Insurance Surety Bond should contain the name, designation and code number of the officer(s) signing the Insurance Surety Bond.
- (ii) The Address, telephone number, email ID and other detail of the head of the Insurance Company as well as issuing branch should be mentioned on the covering letter of issuing branch.

Annex- 7: Letter of Intent (Copy of LoI)

Appendix-I: Technical Bid
Form-1
Tender Submission Letter

To

National Mission for Clean Ganga,
 1st Floor, Major Dhyan Chand National Stadium,
 India Gate, New Delhi-110002

Sub: RFP for *[insert project name]*

Ref: RFP No.

We, the undersigned, offer to provide our services as per scope of work, as mentioned in RFP, to the National Mission for Clean Ganga. We are hereby submitting our bid in a sealed envelope.

I/We, hereby declare that:

- (a) We are submitting herewith our Bid, with the details as per the requirements of the tender, for your evaluation and consideration.
- (b) We submitted the *{Bid Security}* or *{Bid Securing Declaration}* in accordance with the RFP document.
- (c) I/We have read carefully the terms and conditions of RFP document attached hereto and hereby agree to abide by the said terms and conditions.
- (d) The bid is unconditional.
- (e) I/We undertake that documents submitted are genuine/authentic and nothing material has been concealed. I/We understand that the Agreement is liable to be cancelled if it is found having obtained through fraudulent means/concealment of information.
- (f) We shall make available to the NMCG for any additional information it may find necessary or require clarifying, supplementing or authenticating the Bid.
- (g) Until a formal Agreement is prepared and executed, acceptance of this tender document shall constitute a binding agreement between NMCG and us subject to the modifications, as may be mutually agreed to, between NMCG and us.
- (h) The Financial Bid is being submitted separately by using the appropriate section on GeM portal. This Technical Bid read with the Financial Bid shall constitute the Bid which shall be binding on us
- (i) We agree to keep this bid valid for acceptance for a period of 180 days from the date of opening the bid.

We understand that the NMCG is not bound to accept any tender that the NMCG receives.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

Form-2
Information on Bidder's Organization

S.No.	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Incorporation status of the Bidder (Relevant Certificate to be submitted in Technical Bid)	
4.	Year of Establishment	
5.	Valid GST registration No. (Copy of certificate to be submitted)	
6.	Permanent Account No. (PAN) (Copy of PAN Card to be submitted)	
7.	Name and Designation of the contact person to whom all references shall be made regarding this Bid	
8.	Telephone No. (with STD Code)	
9.	E-mail id of the Contact Person	
10.	Website (if any)	

.....

Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: _____

Date: _____

Form-3**Power of Attorney***(on non-judicial stamp paper of INR 100/-)*

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 Bid for _____ including but not limited to signing and submission of all Bids, bids 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 bid and generally dealing with the NMCG in all matters in connection with or relating to or arising out of our Bid 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)

Form-4
Performa for Affidavit
(on non-judicial stamp paper of INR 100/-)

I _____ Proprietor/Director/Partner of the Bidder M/s._____ do hereby solemnly affirm that our firm M/s._____ has never been blacklisted/debarred by any Government department/Public Sector Undertaking and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of RFP.

.....
 Name of the Bidder

.....
 Signature of the Authorised Signatory

.....
 Name of the Authorised Signatory

Place: _____

Date: _____

Form-5
Financial Information of Bidder's Organization
(Refer financial criteria defined under Section III (B) (1) of RFP)

Year	Overall Turnover Amount (in INR)	Turnover in Consultancy Services Amount (in INR)
FY 2022-23		
FY 2023-24		
FY 2024-25		
Average		

Note:

Copy of audited balance sheet and profit and loss account for the respective three financial years must be submitted along with certificate from its chartered accountant/statutory auditor that ordinarily audits the annual accounts of the Bidder.

.....

Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: _____

Date: _____

Form-6
Abstract of Relevant Experience of the Bidder
(Refer Section-III, A. (3) of RFP)

S. No.	Name of Project	Name of Client	Start Date	End Date	Estimated Cost of Project (in INR)	Total Value of the Professional Fee (in INR)	Professional Fee received by the Bidder (in INR)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.							
2.							
3.							

Notes:

The Bidder should provide details of only those projects that have been undertaken under its own name. For projects which are undertaken as part of a partnership/joint venture/consortium, in such case, the professional fee shall be restricted to the share of Bidder in such partnership/joint venture/consortium.

The names and chronology of projects claimed here should confirm the project-wise details submitted in Form-7.

The experience claimed by the Bidder shall be substantiated with suitable certificates from the client.

Certificate from the Statutory Auditor[#]

This is to certify that the information contained in Columns 6, 7 & 8 above are correct as per the accounts/documents of the Bidder and/or the clients produced before us.

Name of the audit firm:

Seal of the audit firm:

Date:

(signature)

[#]In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered account that ordinarily audits the annual accounts of the Bidder.

Form-7
Relevant Experience of the Bidder
(Refer Section-III, A.(3) of RFP)

Project No.:

1.	Name of Bidder:	
2.	Name of the Project:	
3.	Role on the Assignment (Consortium Member/Sole Bidder/Sub-Consultant):	
4.	Name of Associate / Sub Consultant / Consortium / JV member	
5.	Description of services performed by the Bidder:	
6.	Services provided by Associate / Sub Consultant / Consortium / JV member	
7.	Name of client and Address: (indicate whether public or private)	
8.	Name and telephone no. of client's representative:	
9.	Estimated cost of the Project (in Rs crore):	
10.	Total Value of the Professional fees (in INR crore):	
11.	Start date of the services (month/ year):	
12.	Finish date of the services (month/ year):	
13.	Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature and name of Authorised Signatory)		

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. The experience claimed by the Bidder shall be substantiated with suitable certificates from the client.

Form-8**Proposed Methodology**

The proposed methodology 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. 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 (not more than Seven pages)

The Bidder will submit its approach & 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. The Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

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

Form-9
Curriculum Vitae (CV) of Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth (dd/mm/yyyy):
4. Email ID:
5. Correspondence address:
6. Contact Number:
7. Nationality:
8. Educational Qualifications^s:

S.No.	Name of Institution	Course/Degree	Duration	Passing Year

6. Employment Record:
 (Starting with present position, list in reverse order every employment held.)

S.No.	Name of Organization /Firm	Position Held	Duration (From dd/mm/yyyy to dd/mm/yyyy)
Total years of experience			years and months

7. List of projects/assignments on which the Personnel has worked

Project#	Details of projects on which the Expert has worked	
1	Employer/Firm Name	
	Name of Project	
	Name of Client	
	Location	
	Position Held	
	Work Duration (from dd/m/yyyy to dd/mm/yyyy)	
	Project Brief	
	Activities performed	
2	Employer/Firm Name	
	Name of Project	
	Name of Client	
	Location	
	Position Held	

	Work Duration (from dd/m/yyyy to dd/mm/yyyy)	
	Project Brief	
	Activities performed	
...		

** Candidates can add further rows as per their work experience.*

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

.....

Certification:

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

(Signature and name of the Key Personnel)

Place.....

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

Notes:

1. Use separate form for each Personnel
2. Each page of the CV shall be signed and dated by both the Personnel concerned and by the Authorised Representative of the Bidder firm along with the seal of the firm.

NMCG reserves the right to verify educational qualification certificates and work experience certificates of the proposed expert.

Form-10**INTEGRITY PACT**

Between

National Mission for Clean Ganga (NMCG), hereinafter referred to as “**the Principal**”,**AND**M/s [**Name of the Bidder**],**or**

In case of a Joint Venture/Consortium/ Sub-contractor, M/s [**Lead member**], M/s [**JV-2**] and M/s [**JV-3**], hereinafter collectively referred to as “**the Bidder/Contractor**”. All the responsibility towards this contract resting on the M/s [**Lead Member**].

Preamble

The Principal intends to award contract/s for [**Title of the project**] under laid down organisational procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the abovementioned principles.

Section 1 – Commitments of the Principal

A. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- i) No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- ii) The Principal shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
- iii) The Principal shall exclude from the process all known persons having conflict of interest.

B. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this

regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- A. The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits themselves to observe the following principles during participation in the tender process and the contract execution.
- i) The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.
 - ii) The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
 - iii) The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant IPC/PC Act; further, the Bidder(s)/ Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - iv) The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers," shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the "**Guidelines on Indian Agents of Foreign Suppliers**" is placed on Appendix-i hereto.
 - v) The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
 - vi) Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision.
- B. The Bidder(s)/ Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from the tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the Government of India.

Section 4 – Compensation for Damages

- A. If the Principal has disqualified the Bidder(s) from the tender process before the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- B. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- A. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- B. If the Bidder makes an incorrect statement on this subject, the Principal shall act like para 2 of Section 4 above.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

- A. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- B. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an allied firm of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- A. The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- B. The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the Principal.
- C. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Subcontractors.
- D. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.
- E. The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.
- F. As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- G. The Monitor shall submit a written report to the Management of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- H. If the Monitor has reported to the Management of the Principal a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- I. The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged / determined by the Management of the Principal.

Section 10 – Other provisions

- A. This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.
- B. Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.
- C. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- D. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.
- E. Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.
- F. In the event of any contradiction between the Integrity Pact and its Annex, the Clause in the Integrity Pact shall prevail.

For & on behalf of the NMCG

For & on behalf of Bidder/Contractor

Name:

Name:

Designation:

Designation:

Place ----- Date -----

Witness 1: _____
(Name & Address)

Witness 1: _____
(Name & Address)

Appendix-i to Integrity Pact - Guidelines for Indian Agents of Foreign Suppliers
(Refer Section 2-A; iv of Integrity Pact)

- 1.1 There shall be compulsory registration of agents for all Global Tender Enquiries (GTE) and Limited Tender Enquiries (LTE). An agent not registered with the Procuring Entity shall apply for registration with them.
- 1.2 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/retainer ship being paid by the Principal to the agent before the placement of an order by the Procuring Entity.
- 1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties, have stated that they are not paying any commission to the Indian agents, and the Indian representative is working based on salary or as a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalising the Contract.
- 2.0 Disclosure of Particulars of Agents/ Representatives in India, if any.
 - 2.1 Bidders of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorisation and authority given to commit the Principals. If the agent/representative is a foreign Company, it shall be confirmed whether it is a real functioning Company, and details of the same shall be furnished.
 - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Bidder that the commission/ remuneration, if any, payable to his agents/representatives in India, may be paid by the Procuring Entity in Indian Rupees only.
 - 2.2 Bidders of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorising the agent to make an offer in India in response to tender either directly or through the agents/representatives.
 - 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Bidder for himself.
 - 2.2.3 Confirmation of the foreign principals of the Bidder that the commission/ remuneration, if any, reserved for the Bidder in the quoted price (s) may be paid by the Procuring Entity in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

- 2.3** In either case, in the event of the contract materialising, the payment terms shall provide for payment of the commission /remuneration, if any, payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4** Failure to furnish correct and detailed information as called for in paragraph - 2.0 above shall render the concerned bid liable to rejection or, in the event of a contract materialising, the same liable to termination by the Procuring Entity. Besides this, there would be a penalty of banning business dealings with the Procuring Entity or damage or payment of a named sum.

Form-11
Form of Bid Securing Declaration

To

National Mission for Clean Ganga,
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi-110002

Sub: RFP for *[insert project name]*

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two (2) years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We;

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - (i) fail or reuse to execute the Agreement, if required, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the tender conditions. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of
 - a. the receipt of your notification of the name of the Successful Bidder; or
 - b. thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Date:

Company Seal:

Form-12
Form of Bid Security

B.G. No:

Dated:

WHEREAS(name of Bidder) (hereinafter called “the Bidder”) has submitted its Bid (hereinafter called the “Bid”) dated (date) for the performance of (name of project).

KNOW ALL PEOPLE by these presents that We (name of Bank) of..... (name of country) having our registered office at (hereinafter called “the Bank”) are bound unto (hereinafter called “the Owner”) in the sum offor which payment is well and truly to be made to the said Owner, the Bank binds itself, its successors, and assigns these presents.

[The Bidder should insert the amount of the guarantee in words and in figures. This figure should be the same amount as set out in RFP clause no. 15.1. The details related to the Bid Security are set out in the same RFP Clause.]

The CONDITIONS of this obligation are:

- a. If the Bid has been termed as non-responsive in accordance with clause 15.1 (d) of the RFP document.
- b. if the Bidder withdraws its Bid during the Bid Validity Period; or
- c. if the Bidder, having been notified of the acceptance of its Bid by the Owner during the period of Bid validity,
 1. fails to sign the Agreement in accordance with and when required by RFP Clause 14.4.; or
 2. fails to provide the performance security to the Owner in accordance with and when required by RFP clause 15.2
- d. If the Bidder fails to commence the assignment as per Clause 14.3 of the RFP document.

We undertake to pay to the Owner up to the above amount upon receipt of its first written demand, without the Owner having to substantiate its demand, provided that in its demand the Owner will note that the amount claimed by it is due to it owing to the occurrence of one or more of the conditions set out above, specifying the occurred condition or conditions.

This Guarantee will remain in full force up to and including 45 days after the expiry of the Bid Validity Period, and it may be extended by the Owner in accordance with the Bidding Documents. Notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date or the extended date.

This guarantee shall also be operatable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claim, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to INR _____ (Rupees _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

Notwithstanding anything contained hereinabove”

- A. Our liability under this guarantee shall not exceed INR_____ (Rupees_____).
- B. This bank guarantee shall be valid up to _____.
- C. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us, a written claim or demand on or before _____.

Signature and Seal of the Guarantor _____

In presence of

Name and Designation

1. _____

(Name, Signature & Occupation)

Name of the Bank

Address

2. _____

(Name & Occupation)

Date

Form of Surety Bond for Bid Security

Surety Bond No.:

Dated:

1. In consideration of you,, having its office at, (hereinafter referred to as the “Owner”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of [*Name of the Bidder*] and having its registered office at (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the assignment (hereinafter referred to as “the Project”) pursuant to the tender document dated issued in respect of the Project and other related documents including without limitation the draft Agreement (hereinafter collectively referred to as “Bidding Documents”), we [*Name of the Insurance Company*] hereinafter referred to as the “Surety Insurer”, having our registered office at, through our branch at (hereinafter referred to as the “Surety Insurer”), at the request of the Bidder, do hereby in terms of Clause 15.1 of the Bidding Documents, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents by the said Bidder and unconditionally and irrevocably undertake to pay, within 5 (five) working days of receipt of Owner’s written demand, forthwith to the Owner and amount of INR (Rupees) (hereinafter referred to as the “Guarantee Amount”) as our primary obligation without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Owner is disputed by the Bidder or not, merely on the first demand from the Owner stating that the amount claimed is due to the Owner by reason of failure of the Bidder to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents including the following;
 - a. failure of the Bidder to keep its Bid open during the Bid validity period; or
 - b. if the Bidder, having been notified of the acceptance on its Bid by the Owner during the period of Bid Validity;
 1. fails to sign the Form of Agreement in accordance with and when required by RFP clause 14.4; or
 2. fails to provide the performance security to the Owner in accordance with and when required by RFP clause 15.2
2. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, deductions or withholdings of any nature, and where any withholding on a payment is required by any Applicable Law, the Surety Insurer shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that the Owner receives the full amount due hereunder as if no such withholding had occurred.

3. A letter from the Owner, stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer, further agree that the Owner shall be the sole judge to decide as to whether the Bidder is in default in due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Owner that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Owner and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
4. In order to give effect to this Surety Bond, the Owner shall be entitled to act as if the Surety Insurer were the principal debtor and any change in the constitution of the Bidder and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.
5. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Owner to proceed against the Bidder before presenting to the Surety Insurer its demand under this Surety Bond.
6. The Owner shall have the fullest liberty without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid Validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time, and from time to time any of the powers exercisable by the Owner against the said Bidder and, either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Owner, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Owner of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Owner or of any other matter or thing whatsoever which under the law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligations under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.
7. The Surety Insurer further undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Owner in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

8. Any notice by way of request, demand or otherwise hereunder shall be given in writing and addressed to the Surety Insurer and such notices shall be sent by courier or by registered post or by e-mail to the Surety Insurer at the address or e-mail set forth herein.
9. Notwithstanding anything contained herein before, the liability of the Surety Insurer under this Surety Bond is restricted to the Guarantee Amount and this Surety Bond will remain in force for the period up to{indicate date falling 45 days after the bid validity period} unless a demand or claim under this Surety Bond is made in writing by the Owner on or before the aforesaid date, all rights of the Owner under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.
10. This Surety Bond shall come into force with immediate effect and shall also be operatable at our, branch at, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
11. This Surety Bond shall be verified from the specific portal created for this purpose (portal address.....).

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of Surety Insurer by:

(Signature)
(Name)
(Designation)
(Code Number)
(Address)
(Email)

Notes:

- (i) The Surety Bond should contain the name, designation and code number of the officer(s) signing the Surety Bond.
- (ii) The Address, telephone number, email ID and other detail of the head of the Surety Insurer as well as issuing branch should be mentioned on the covering letter of issuing branch.

Appendix-II: Financial Bid**Form-1: Financial Bid Breakup Summary**

(This form is provided at GeM Portal <https://gem.gov.in/> . Bidders are advised to download and fill the required details in the permitted cells and upload the same)