Bid Number: GEM/2026/B/7471081
Dated: 22-05-2026

**Bid Corrigendum**

GEM/2026/B/7471081-C3

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

### Buyer Added Bid Specific Additional Terms and Conditions

1. OPTION CLAUSE 25% : 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, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider
2. Buyer uploaded ATC document Click here to view the file .

## 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 :-

1. 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).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. 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.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. 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.

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

This Bid is also governed by the General Terms and Conditions

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

GeM Bid No.: GEM/2026/B/7471081 dated 23.04.2026 **Date: 22nd May 2026**
RFP No.: Pc-11/1/2026-NMCG

**Response to Pre-Bid Queries**

**Sub: RFP for Selection of Project Management Consultant (Institutional Support)**

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| 1. | EMD, Pg 3 | EMD is Rs 34,00,000/- | We understand that EMD can also be paid through Bank Guarantee (including e-bank guarantee) and Insurance Surety Bond. Kindly confirm. | Bidder understanding is correct. Please refer to para 15.1 of Section-II of RFP. |
| 2. | Section-II Clause 12.2, Page 6 | As per GeM Portal:<br>Type of Bid: Total value wise evaluation<br>As per RFP Document:<br>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%. | We request clarification on which evaluation methodology shall prevail for this RFP in case of any discrepancy between the GeM Portal and the RFP document.<br><br>Further, this assignment is highly technical and multi-disciplinary, covering freshwater ecology, environmental compliance, Arth Ganga agribusiness/livelihoods, IoT-SCADA based real-time monitoring, water resources planning, and data analytics/AI dashboards. Since, the outcomes of the assignment depend on specialist expertise | As detailed in RFP under para 12, the selection of the bidder shall be based on QCBS method with technical weightage of 70% and financial weightage of 30%.<br><br>As per RFP. |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | | | and strong methodology, we request bid evaluation strictly under QCBS with enhanced weightage of 80:20 to ensure greater emphasis on quality and technical strength rather than cost. | |
| 3. | Section II, Instruction to Bidders, Clause 1, Page No. 4 | 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 | The scope of work and team requirements specified in the RFP are multi-disciplinary and require diverse domain expertise, which may not be available within a single entity. Restricting participation to a sole bidder may limit effective project execution. It is requested to allow participation through Consortium/Joint Venture (JV) and/or engagement of sub-consultants, with a clearly defined lead bidder responsible for overall coordination and performance of the contract. Kindly consider. | As per RFP. |
| 4. | | | The scope of work and experts to be provided pertain to both Project management and technical support areas (such as Water resource management, small river rejuvenation, groundwater management among others).<br>Given the multi-disciplinary nature of the assignment and varied fields of expertise involved, it is requested to reconsider allowing at least a two-member Consortium so that niche expertise can be mobilized. A single firm may not have | As per RFP. |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | | | equal depth across all the diverse technical domains required. | |
| 5. | | | We request the Authority to kindly allow Consortium/Joint Venture and sub-contracting or hiring of services of other entity for execution of the Services under this RFP. | As per RFP. |
| 6. | - | - | Is Joint Venture (JV)/Consortium allowed in this RFP? | JV not allowed. |
| 7. | - | - | If JV is not allowed, what is the reason for not allowing it? There is absolutely no government restriction on proscribing JV/Consortium formation. This restriction is not driven by any guidelines or rules and is purely arbitrary and whimsical and curtails healthy competition deliberately. | As per RFP. |
| 8. | - | - | If JV is allowed, where we can find the clear mention of it in the RFP? | JV not allowed. |
| 9. | Section II, Para 7 and 8, Page 5 of 84 | Format and Signing of Bid<br>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 Submission of Bids<br>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. | We understand that the document may be (i) signed in ink and scanned OR (ii) digitally signed. Please confirm. | The scanned copy of ink signed document or digital signature/ e-sign will be accepted. |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| 10. | Section II, Para 12.2, Page 6 of 84 | Opening of Financial Bid and Final Evaluation<br>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%. | The selection of the bidder shall be based on the QCBS method in which the weightage of Technical score shall be **80%** and the weightage of Financial score shall be **20%**.<br><br>Justification:<br>A QCBS of 80:20 will ensure greater emphasis on quality aspects of the proposal submitted by the bidder for a programme of the scale and importance of Namami Gange.<br>80:20 is now the accepted criteria for almost all tenders by International Financial Institutions like World Bank or ADB, who even sometimes adopt 90:10.<br>Further, the previous tenders of NMCG for PMC in 2020 and 2024 (which was subsequently scrapped) both had 80:20 QCBS. We believe that emphasis on quality should be maintained even in this tender. | As per RFP. |
| 11. | II. INSTRUCTIONS TO BIDDERS, 12. Opening of Financial Bid and Final Evaluation<br>Page No. 6 - 7 | 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%. | As this is a prestigious project of the NMCG, Government of India, it is imperative that a technically sound consultant with a proven track record of delivering large-scale projects within stipulated timelines is engaged.<br>In view of this, we strongly recommend that the final evaluation be conducted using the Quality-cum-Cost Based | As per RFP. |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | | | Selection (QCBS) method, with a weightage of 80% for Technical and 20% for Financial capabilities. This approach will ensure that the most competent and experienced consultant is selected, thereby safeguarding the quality and timely execution of the project.<br>We kindly request you to give due consideration to this recommendation | |
| 12. | III. ELIGIBILITY AND EVALUATION CRITERIA,<br>A-<br>Technical,<br>Page 11 of RFP | 1. The bidder should have at least 7 years of experience in consultancy services | We respectfully submit that the stipulated requirement of 7 years may be restrictive and could limit participation from otherwise competent and experienced firms.<br>It is pertinent to mention that many consulting firms with 5+ years of relevant experience have successfully delivered similar assignments of comparable scale and complexity, particularly in the domain of urban infrastructure and public sector advisory.<br><br>Further, reducing the requirement to 5 years would:<br>• Enhance healthy competition,<br>• Encourage participation from emerging but capable firms, and<br>• Enable the Authority to receive a wider range of technically sound and competitive proposals. | As per RFP. |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | | | In view of the above, we kindly request the Authority to consider revising the minimum experience requirement from 7 years to 5 years, without compromising on the quality and capability of participating bidders. | |
| 13. | III. ELIGIBILITY AND EVALUATION CRITERIA, A-Technical, Page 11 of RFP | 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 | Considering the rapidly evolving nature of the consultancy sector, projects executed in recent years better reflect current capabilities, regulatory frameworks, and technical expertise.<br><br>Many competent firms with strong recent experience may be excluded under the existing criterion.<br><br>In view of this, we kindly request the Authority to consider reducing the experience period from seven (7) years to five (5) years, while retaining the requirement for number and nature of assignments, to encourage wider and more competitive participation | As per RFP. |
| 14. | III. ELIGIBILITY AND EVALUATION CRITERIA, A-Technical, Page 11 of RFP | 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 | We would request the authorities to amend the clause as follows:<br>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 | As per RFP. |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | | | government sector in India, either completed or ongoing. | |
| 15. | III. ELIGIBILITY AND EVALUATION CRITERIA<br>A.<br>Technical<br>Point No.-2, Pg 11 | 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. | The bidder should have, over the past five (5) years preceding the Bid Due Date, must have undertaken at least five (5) consultancy assignments for the government sector in India, either completed or substantially completed i.e. having received at least 80% of the payments.<br>Reason: Reducing the required period from 7 to 5 years and the number of assignments from 7 to 5 will align the eligibility with current market practices and encourage wider, yet still highly qualified, participation without compromising on proven experience. | As per RFP. |
| 16. | Section III<br>Clause 2<br>Page 11 | A. Technical<br>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. | We request the Authority to kindly consider consultancy assignments experience over the last Ten (10) years instead of seven (7) years. | As per RFP. |
| 17. | III. ELIGIBILITY AND EVALUATION | 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 | It is understood that bidders are required to have experience in similar assignments related to infrastructure projects/programmes. | As per RFP. |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | CRITERIA, A-Technical, Page 11 of RFP | 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 | 1. In this regard, we request clarification on whether Smart City projects—where infrastructure development (such as roads, utilities, urban services, and ICT-enabled infrastructure) forms a substantial component—shall be considered as eligible assignments. Given the integrated and infrastructure-intensive nature of such projects, their inclusion would align with the intent of the clause.<br>2. Further, we request the Authority to consider extending the experience timeline from 7 years to 5 years. This would align with standard industry practices and ensure participation from firms with recent and relevant experience, reflecting current methodologies and technologies.<br>We also request that the above clarifications/relaxations be made applicable to the Scoring Criteria (Point No. 1, Page No. 12) to maintain consistency across the RFP. | |
| 18. | III. ELIGIBILITY AND EVALUATION CRITERIA, | 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 | We would request the authorities to amend the clause as follows:<br>The Bidder should have, over the past 7 (Seven) years preceding the Bid Due Date, has completed a minimum of two similar assignments viz. providing | As per RFP. |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | A-Technical, Page 11 of RFP | 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 | Programme Management Consultancy/ Project Management Consultancy/ Project Monitoring Consultancy/ Project Implementation Support Consultancy/ Project Management Unit/ Project Design and Management Consultancy for government sector in India.<br>As per our understanding, the Scope of work is not aligned completely to core infrastructure experience and is focussed on institutional strengthening/ data management /community engagement/ project management/ monitoring/capacity building/technical<br>advisory etc.<br>We request the Authority to consider relaxing the eligibility criteria to include projects undertaken with any Government Department or Agency, related to project management consultancy/ Infrastructure/ institutional strengthening/ data management /community engagement/ project management/ monitoring/ capacity building/ technical advisory.<br>Restricting eligibility to specific departments or project types may limit the participation of qualified bidders. Allowing such flexibility will ensure selection of capable and experienced firms. | |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| 19. | III. ELIGIBILITY AND EVALUATION CRITERIA<br>A.<br>Technical<br>Point No.-3, Pg 11 | 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. | The Bidder should have, over the past 5 (Five) 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 for government sector in India. Such assignment shall have a consultancy fee of at least INR 2 Crore for each of the assignments.<br>**Reason**: A 5-year lookback period is more reflective of recent and relevant experience. It also allows competent consulting firms that have executed high-value projects in the recent past to qualify, thereby broadening the competitive landscape while maintaining high quality standards. | As per RFP. |
| 20. | Section-III Clause A Point 3, Technical Page 11 | 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 | Given the impact and sensitivity of Namami Gange we request the firms having existing mandate of Project Management Consultant (PMC) / Procurement Management Support Services/ Supervision and Quality Control Consultant (SQC) (execution/ Operation & maintenance), Third-party Inspection Agency (TPIA) with NMCG, should not | As per RFP. |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | | 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. | be allowed to participate in this RFP to avoid any kind of conflict of interest.<br>Also, agencies hired for State Mission for Clean Ganga (SMCG) should not be allowed to participate in this RFP to avoid any kind of conflict of interest. | |
| 21. | Page 11, Clause III(A)(3) – Similar Assignments | 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 the government sector in India. Such assignment shall have a consultancy fee of at least INR 2 Crore for each of the assignments. | Considering the specialized nature and objectives of the Namami Gange Programme, it is requested that eligibility and evaluation under similar assignments may kindly be confined to projects related to environment management, water supply, sewerage, wastewater management, water resources, river/water body rejuvenation, pollution abatement, ecology, drainage, STPs, hydrology, groundwater management, and allied environmental infrastructure sectors, so as to ensure participation of bidders possessing directly relevant sectoral expertise. | As per RFP |
| 22. | III. Eligibility and Evaluation Criteria, A. Technical, Sr. No.3, Page No. 11 | 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 | The RFP specifically seeks a Project Management Consultant for Institutional Support. To fulfil this objective effectively, we propose the inclusion of Revenue Augmentation, Investment Promotional and Fiscal Reform Projects within the qualifying experience criteria. Expertise in strengthening the financial | As per RFP |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | | 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.<br>*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.<br>#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). | frameworks of ULBs and Infrastructure Authorities is critical for the 'catchment-based' and 'sustainable' management goals outlined in this mandate. By broadening the experience scope beyond the DEA list, the Authority will attract the capable Consultant of providing the integrated institutional support necessary for the project's enduring success. | |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| 23. | Section III Scoring Criteria, Pg 12 | Relevant Experience for Projects | Hope relevant experience are referred to similar assignments as defined in A(3) of section III. | As per RFP |
| 24. | III. ELIGIBILITY AND EVALUATION CRITERIA<br>A.<br>Technical<br>Point No.-3, Pg 11 | 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. | We would request the authority to please amend this clause<br>"However, ongoing projects will be considered for evaluation only if the Bidder has received 80% of the professional fees or assignment value for such projects, supported by a certificate from its auditor."<br>We would like to submit that in many government projects, payments are sometimes delayed due to fund disbursement or administrative processes, which are beyond the control of the bidder. Because of this, even if a project is substantially completed or progressing well, the bidder may not have received 80% of the payment.<br>In view of this, we request that the condition of receiving 80% payment for ongoing projects may be relaxed. Instead, ongoing projects may be considered based on work order/ LOI/ Agreement/Extension Letter/client certificate.<br>This will help ensure fair participation of bidders without affecting the quality assessment criteria. | As per RFP |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| 25. | III. ELIGIBILITY AND EVALUATION CRITERIA<br>A. Technical<br>Point No.-3, Pg 11 | 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. | **Request to remove this clause.**<br>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.<br>**Reason:** This clause may inadvertently restrict participation from experienced firms where ongoing projects are progressing well but have not yet reached the 80% payment milestone. Given that such firms otherwise meet the eligibility criteria, we respectfully request the deletion of this clause to enable broader and more inclusive participation. | As per RFP |
| 26. | III. ELIGIBILITY AND EVALUATION CRITERIA<br>A. Technical<br>Point No.-3, Pg 11 | #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). | **Request to remove this clause.**<br>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). | As per RFP.<br><br>(Please refer Corrigendum No.1 for the updated Harmonized Master List of Infrastructure subsector notified by the Department of Economic Affairs, Ministry of Finance vide F. number 13/1/2025-IPP dated 19th September 2025). |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | | | **Reason**: While we appreciate the intent behind defining infrastructure sectors, limiting eligibility to only those subsectors may exclude consulting firms with demonstrable and relevant experience in allied or emerging sectors. Removing this restriction would allow greater participation from competent firms without diluting the quality or relevance of experience required. | |
| 27. | Section III, Eligibility and Evaluation Criteria, Page No. 11 | 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 dated 11th October 2022. | The referenced circular is not enclosed with the RFP document, making it difficult to ascertain the applicable infrastructure sub-sectors for eligibility evaluation. Please provide the circular or list of infrastructure subsector. | Please refer Corrigendum No.1 |
| 28. | | B. Financial<br>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/ | We would like to seek clarification on whether the turnover derived from all such PMC and related assignments may be considered under the broader category of "consulting/advisory services," as these engagements are inherently consultancy in nature.<br>Accordingly, we request confirmation that turnover from consulting/advisory services, including the aforementioned categories, shall be considered for meeting the specified financial eligibility criteria | As per RFP.<br><br>(Please refer Corrigendum No.1 for the revised values). |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | | Project Design and Management Consultancy assignments | | |
| 29. | Section-III Clause B Financial Point 1, Page 11 | 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. | As described in S.No.1 about the technical importance of the project, we request the Authority to kindly consider strengthening the eligibility criterion by amending the minimum average annual turnover to INR 100 crore and enhancing the minimum turnover from relevant consultancy services to INR 50 crore, as engaging firms with higher financial capacity and an established track record would ensure stability, depth of expertise, and effective delivery of high-impact institutional support services.<br>With the above suggestion we request you to kindly amend the clause as under:<br>The Bidder shall have a minimum average annual turnover of INR 100,00,00,000 (one hundred crores) during the last three Financial Years (2022-23, 2023-24 and 2024-25), in which minimum of INR 50,00,00,000 (fifty 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. | Please refer Corrigendum No.1 |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| 30. | Section III, Para B (1), Page 11 of 84 | 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. | In the past, various government entities and multinational donors have used terms such as "Technical Support Unit' or 'Project Advisory Services', or 'Project Implementation Support', or 'State Mission Management Unit' to define similar program management consulting assignments (as this RFP).<br>Hence, request you to kindly consider these too also as eligible assignments. Further, Form-5 of the Technical Bid (Financial Information of Bidder's Organization) has a column called "Turnover in Consultancy Services Amount (in INR)", which is not consistent with the requirement of Section III Para B (1) since Consultancy Services also includes many other types of engagements, which are non-PMU/PMC. This may be corrected or reconciled. | As per RFP. |
| 31. | B. Financial Scoring criteria, Page no- 12 of RFP | Relevant Experience (refer s.no.A (3) of Section-III)<br>2-4 projects: 100<br>5-7 projects: 125<br>More than 7 projects: 150 | With reference to Section III, Sr. No. A(3) and the scoring criteria (Page 12), it is observed that maximum marks are currently awarded for more than 7 projects.<br>Considering the specialized nature of such assignments, we request the Authority to kindly revise the criteria such that more than 5 projects are eligible for maximum marks. | As per RFP. |

<table>
<tr><th>S. No.</th><th>Clause Ref.</th><th>Subject/RFP Clause</th><th>Bidder’s Query</th><th>Response</th></tr>
<tr><td></td><td></td><td></td><td>Proposed Revised Marking Distribution:<br>2–3 projects: 100 marks<br>4–5 projects: 125 marks<br>More than 5 projects: 150 marks<br><br>This would ensure a balanced evaluation framework and encourage wider participation without diluting the intent.</td><td></td></tr>
<tr><td>32.</td><td>Scoring Criteria Sr. No.1, Page No.12</td><td><table><tr><th>S. No.</th><th>Parameter</th><th>Maximum Marks</th></tr><tr><td>1</td><td>Relevant Experience (refer s.no.A (3) of Section-III)<br>2-4 projects: 100<br>5-7 projects: 125<br>More than 7 projects: 150</td><td>150</td></tr></table></td><td>Following the scoring criteria, we note the current 25-mark increments between evaluation stages. To better reflect project volume and provide a more granular assessment, we propose the following restructured scoring slabs:<br>• Minimum 2 Projects: 100 Marks<br>• 2–4 Projects: 120 Marks<br>• 5–7 Projects: 140 Marks<br>• Over 7 Projects: 150 Marks<br>This adjustment ensures that meeting the minimum eligibility is fairly recognized, while maintaining a consistent 20-mark progression for each subsequent tier of experience.</td><td>As per RFP.</td></tr>
<tr><td>33.</td><td>Section-III Clause B Financial Table:</td><td>Average Annual Turnover from Consultancy Services<br>INR 17 and up to 25 Cr: 100<br>>INR 25 Cr. To 50 Cr.: 125<br>More than INR 50 Cr.: 150</td><td>We request the authority to kindly amend the clause as:<br>Average Annual Turnover from Consultancy Services<br>INR 50 and up to 150 Cr: 100<br>INR 150 Cr. To 300 Cr.: 125<br>More than INR 300 Cr.: 150</td><td>Please refer Corrigendum No.1</td></tr>
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| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | | | As suggested in S. No. 3, engaging firms with higher financial capacity and an established track record would ensure stability, depth of expertise, and effective delivery of high-impact institutional support services. | |
| 34. | Page 12, Technical Scoring Criteria – 3. Approach & Methodology | Approach, Methodology – Understanding of Scope of work & Challenges in the assignment: 150; Methodology adopted to deliver as per scope of work: 150 | Considering the significant weightage assigned to the Approach & Methodology component (300 marks), it is requested that presentation by technically qualified bidders may kindly be made mandatory as part of the technical evaluation process. This would enable objective assessment of bidders' understanding of the assignment, deployment strategy, coordination mechanism, methodology, innovation, monitoring framework, and capability to deliver the envisaged scope effectively. | As per RFP. |
| 35. | Page 12, Technical Scoring Criteria – 4, Relevant Experience of Key Experts | Relevant Experience of the Key Experts – 400 Marks. | It is observed that the weightage assigned to evaluation of Key Experts is significantly high at 400 marks out of total 1000 marks. Considering that the assignment is largely institutional, programme management, coordination, monitoring, and methodology-driven in nature, it is requested to reduce the weightage of Key Experts from 400 marks to 200 marks. | As per RFP. |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder’s Query | Response |
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| 36. | Page 12, Technical Scoring Criteria – 1, Relevant Experience | Relevant Experience (refer s.no.A (3) of Section-III) – 2–4 projects: 100; 5–7 projects: 125; More than 7 projects: 150. | Considering the specialized nature of the Namami Gange Programme, it is requested that additional weightage/marks may kindly be provided for projects specifically related to environmental infrastructure, water resources management, sewerage and wastewater management, river/water body rejuvenation, pollution abatement, ecology, groundwater management, hydrology, STPs, and allied water-sector infrastructure projects. This would ensure that technical evaluation appropriately recognizes bidders having directly relevant sectoral expertise and experience aligned with the objectives of the assignment. | As per RFP. |
| 37. | III. ELIGIBILITY AND EVALUATION CRITERIA (page-12) | Scoring criteria | Kindly provide the detailed evaluation breakup of the 25 marks allocated for each Key Expert for awarding marks based on experience, relevance, and additional qualifications.<br>Further, kindly clarify whether it is mandatory for the proposed experts to meet each and every point mentioned under the “Expertise Required” criteria, or whether overall relevant experience will be considered acceptable in case of partial compliance with specific requirements. | As per RFP. |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| 38. | III. ELIGIBILITY AND EVALUATION CRITERIA, Clause 4 – Personnel Requirement (Deduction for Non-Deployment / Replacement)<br>Page No. 14 | Key Experts and Non-Key Experts | In case of temporary non-deployment or replacement of personnel, kindly clarify the basis of payment deductions, if any. | As per RFP.<br>In case of non-deployment or absence of personnel, there will be no payment paid to the agency. |
| 39. | III. ELIGIBILITY AND EVALUATION CRITERIA, Clause 4 – Personnel Requirement (Personnel Replacement Policy)<br>Page No. 14 | Key Experts and Non-Key Experts | Kindly clarify whether replacement of key personnel is permitted and whether any penalty or approval process is applicable. | Please refer Schedule II; Draft form of agreement; Clause 4.4; Substitution of personnel. |
| 40. | III. ELIGIBILITY AND EVALUATION CRITERIA, Clause 4 – | Key Experts and Non-Key Experts | Kindly confirm whether deployment of experts can be adjusted based on project requirements with prior approval of the Client. | As per RFP. |

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| | Personnel Requirement & Scope of Work (Deployment Flexibility)<br>Page No. 14 | | | |
| 41. | Section IV, Personnel Requirement, Page No. 14-16 | Qualification criteria specified for Fresh Water Ecologist, Groundwater & Spring Rejuvenation Expert, and Water Resource Expert | The prescribed qualifications are limited to specific disciplines, which may restrict participation of qualified professionals having relevant expertise in environmental and water sector projects.<br>It is requested to also consider Graduation in Environmental Engineering as a minimum qualification for the mentioned key expert positions. Further, equivalent qualifications with relevant experience may also be considered to ensure availability of competent professionals. Kindly consider. | As per RFP. |
| 42. | IV. Personnel Requirement<br>(Page 32)<br>& 4.6 Coordination Member<br>(Page 65) | Absence of a Team Leader | The RFP lists 18 personnel across key and non-key experts but does not include overall team leader for the PMC. Further, a coordination member arrangement without a team leader creates ambiguity in team structure and reporting hierarchy.<br>A Team Leader is a standard requirement in PMC/PMU assignments to ensure accountability, single point of contact with the client and overall project management. Therefore, it is requested | As per RFP. |

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| | | | that the personnel requirement includes a Team Leader as well. | |
| 43. | Section IV. Personnel Requirement, Key Experts, Page No. 14 | Category Name List does not have a Team Leader | We request the Authority to consider the Team Leader as a Key Expert also, given the critical role played in project coordination, supervision, and assignment of tasks to ensure timely and efficient delivery of project outputs.<br>Post-Graduate in Urban Planning / Civil or Environmental Engineering / Water Resources / Architecture / Infrastructure Management with at least 10 years' experience in large urban/ rural, water, environmental or river rejuvenation infrastructure projects and coordinating with Government stakeholders. | As per RFP. |
| 44. | Section IV. Personnel Requirement, Key Experts, 1. Urban Planning Expert, Page No. 14 | Should have at least 8 years of experience in the field of Urban Planning / City Development plans / Infrastructure Development etc. | We request to kindly consider at least 5 years of experience in the field of Urban Planning/ City Development plans/ Infrastructure Development etc. | Please refer Corrigendum No.1. |
| 45. | Section IV. Personnel Requirement, Key Experts, 2. Urban Planning Support, Page No. 14 | 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. | We request to kindly consider at least 3 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. | Please refer Corrigendum No.1. |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| 46. | Section IV, S.No. 2, Page 14 of 84 | Urban Planning Support<br>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. | Urban Planning Support<br>Should have at least **3 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.<br><br>Justification:<br>This will enable wider availability of suitable candidates without compromising on the required skill set.<br>Further, this is a support position and therefore, junior. Since, in the RFP, some Key Expert positions are proposed with 6 years of experience, this may be reduced to 3 years. | Please refer Corrigendum No.1. |
| 47. | Section IV. Personnel Requirement, Key Experts, 3. SCADA & Instrumentation Expert, Page No. 14 | Should have at least 8 years of experience in supervising Instrumentation, Control and Automation and SCADA related works in water/waste water plants | We request to kindly consider at least 5 years of experience in supervising Instrumentation, Control and Automation and SCADA related works in water /waste-water plants | Please refer Corrigendum No.1. |
| 48. | Section IV (Personnel Requirement), Pg 14 | SCADA and Instrumentation Expert | It becomes very difficult to find persons in this field with Post Graduation in Instrumentation/ Electronics/ Electrical Engineering along with matching | Please refer Corrigendum No.1. |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | | | experience. We request to kindly allow B.Tech in Instrumentation and Control. | |
| 49. | Section IV. Personnel Requirement, Key Experts, 4. Fresh Water Ecologist, Page No. 14 | Shall have at least 6 years of experience in projects/ assignments for conservation of Biodiversity, Aquatic life, Marine life, flora, wetlands etc. | We request to kindly consider at least 3 years of experience in projects/ assignments for conservation of Biodiversity, Aquatic life, Marine life, flora, wetlands etc. | Please refer Corrigendum No.1. |
| 50. | Section IV, S.No. 4, Page 14 of 84 | Fresh Water Ecologist<br>Post-graduation in life sciences/ Environmental Science/ Environmental Biotechnology/ Biology/ Botany/ Zoology | Fresh Water Ecologist<br>Post graduation in life sciences/ Environmental Science/ Environmental Biotechnology/ Biology/ Botany/Zoology/Marine Science<br><br>Justification:<br>Since the "Qualification and Expertise required" also includes experience in projects on Marine Life, the marine science qualification should also be included.<br>This will further enable wider availability of suitable candidates without compromising on the required skill set. | Please refer Corrigendum No.1. |
| 51. | Section IV. Personnel Requirement, Key Experts, 5. Environmental Management | Post-Graduation in Environmental Science<br>Should have at least 8 years of environmental management experience in infrastructure projects, including work on ESA, EIA, ESMP, or ESDDR | EIA is a broad domain, and its application in water-sector projects is highly specialized and technical. It spans multiple sub-domains; therefore, restricting it specifically to sand mining may discourage the participation of | Please refer Corrigendum No.1. |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | Expert, Page No. 14 | assignments. Should possess substantial experience in handling sand mining issues, along with a sound understanding of the 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. | competent and experienced professionals from being onboarded by the bidder.<br>We request to kindly consider Postgraduate degree in Environmental Science/ Environmental Engineering/ Civil Engineering (with specialization in Environmental Engineering) or related disciplines - Should have at least 5 years of experience in environmental management in infrastructure projects, including ESA/EIA/ESMP/ESDDR, and familiarity with regulatory frameworks and water quality assessment. | |
| 52. | Section IV. Personnel Requirement, Key Experts, 6. Small River Rejuvenation<br>Expert, Page No. 15 | 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. | We request to kindly consider at least 3 years of overall experience in pollution abatement, out of which at least 1 year of experience in rejuvenation of small rivers /rivulets/streams/ ground water and spring rejuvenation/Nature based Solutions. | Please refer Corrigendum No.1. |
| 53. | Section IV, S.No. 6, Page 15 of 84 | Small River Rejuvenation Expert | Suggested to be removed from this RFP as this position is technical in nature and may be better suited to a Technical Support PMC.<br>The Terms of Reference need to be modified accordingly. | As per RFP. |
| 54. | Small River Rejuvenation Expert | Should have at least 6 years of overall experience in pollution abatement, out of which at least 2 years of experience | Kindly clarify whether the requirement of minimum 2 years of experience in rejuvenation of small rivers/ | Please refer Corrigendum No.1. |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | | in rejuvenation of small rivers/ rivulets/streams/ ground water and spring rejuvenation/Nature based Solutions. | rivulets/streams/groundwater and spring rejuvenation/Nature-based Solutions can be relaxed.<br>In case a candidate has extensive overall experience in environmental management, but does not have direct experience in the specified Small River Rejuvenation activities, will such experience be considered acceptable? | |
| 55. | Section IV. Personnel Requirement, Key Experts, 7. Groundwater & Spring Rejuvenation Expert, Page No. 15 | 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. | We request to kindly consider at least 3 years of overall experience in pollution abatement, out of which at least 1 year of experience in rejuvenation of small rivers /rivulets/streams/ ground water and spring rejuvenation/Nature based Solutions. | Please refer Corrigendum No.1. |
| 56. | Section IV, S.No. 7, Page 15 of 84 | Groundwater & Spring Rejuvenation Expert | Suggested to be removed from this RFP as this position is technical in nature and may be better suited to a Technical Support PMC.<br>The Terms of Reference need to be modified accordingly. | As per RFP. |
| 57. | Section IV. Personnel Requirement, Key Experts, 8. Agribusiness | Should have at least 8 years of experience in areas related to Tourism/<br>Agribusiness activities (such as Natural/Organic Farming/ Rural Agri-livelihood Management/ Agri value added services, Agri value chain | We request the authority to kindly consider least 5 years of experience in areas related to Tourism/Agribusiness activities (such as Natural/Organic Farming/Rural Agri-livelihood Management/Agri value added services, | Please refer Corrigendum No.1. |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | Expert, Page No. 15 | management, Agrimarketing, Agri-policy formulation, Agri-livelihood investment promotion, sludge reuse-recycle activities etc.); including Forestry/Animal Husbandry and Fisheries projects. | Agri value chain management, Agri-marketing, Agri-policy formulation, Agri-livelihood investment promotion, sludge reuse-recycle activities etc.); including Forestry/Animal Husbandry and Fisheries projects. | |
| 58. | IV. PERSONNEL REQUIREMENT (page-15 & 17) | Agribusiness Expert<br>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, sludge reuse recycle activities etc.); including Forestry/Animal Husbandry and Fisheries projects. | Kindly clarify whether the requirement of experience including Forestry/ Animal Husbandry/ Fisheries projects is mandatory.<br>In case a candidate has 8+ years of relevant experience in Tourism/ Agribusiness activities (such as Natural/Organic Farming, Agri value chain, Agri marketing, rural livelihood, etc.), but does not have direct experience in Forestry/Animal Husbandry/Fisheries, will such experience be considered acceptable? | Please refer Corrigendum No.1. |
| 59. | Section IV. Personnel Requirement, Key Experts, 9. Water Resource<br>Expert, Page No. 16 | 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- | We request to kindly consider at least 5 years of experience in water resource management, including hydrological analysis and planning of water systems. Should have working knowledge of modelling tools and GIS, along with experience in water-related infrastructure projects. Familiarity with relevant policies and guidelines is desirable. The role may involve supporting project coordination and stakeholder engagement for sustainable and climate-resilient | Please refer Corrigendum No.1. |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | | flow) assessment and floodplain zoning methodologies, along with a good understanding of the relevant Acts, notifications, and guidelines associated with them. | solutions. Experience or understanding of environmental flow (e-flow) assessment and floodplain zoning will be preferred, along with general awareness of related Acts, notifications, and guidelines. | |
| 60. | Section IV. Personnel Requirement, Key Experts, 10. Institutional Associate, Page No. 16 | Post-Graduation in Business Administration<br>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. | We request to kindly consider Post-Graduation / Graduation in Business Administration/ Engineering / Economics / Commerce<br>And;<br>Should have at least 5 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. | Please refer Corrigendum No.1. |
| 61. | IV. Personnel Requirement<br>(Page 34) | Institutional Associate<br>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 RFP mandates a minimum of 8 years of post-qualification experience for Institutional Associates. However, the assigned scope of work such as preparation of meeting agenda, minutes of the meetings, etc. is largely administrative and coordination work. It is therefore requested that the experience requirement to be revised to 3 years to align with the actual scope. | Please refer Corrigendum No.1. |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | | The candidate shall be conversant with advanced presentation software. | | |
| 62. | Section IV, S.No. 10, Page 16 of 84 | Institutional Associate<br>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.. | Institutional Associate<br>Should have at least 6 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<br><br>Justification:<br>This will enable wider availability of suitable candidates without compromising on the required skill set.<br>Since, in the RFP, some Key Expert positions are proposed with 6 years of experience, the Institutional Associate position may be aligned to it. | Please refer Corrigendum No.1. |
| 63. | IV. Personnel Requirement<br>(Page 34) | Institutional Associate and Institutional Associate (Finance) | The RFP requires 5 Institutional Associates and 1 Institutional Associate (Finance) but does not define their internal reporting structure within the PMC. It is requested to please clarify who the 6 Institutional Associates will report to within the PMC and will they be assigned | Please refer Corrigendum No.1. |

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| | | | to specific thematic areas or function as a common pool in NMCG.<br>Alternatively, it is suggested that a senior Institutional Expert with appropriate professional experience and educational qualification be included to the Personnel Requirement to provide necessary monitory and reporting accountability for these 6 Institutional Associates. | |
| 64. | Section IV. Personnel Requirement, Key Experts, 11. Institutional Associate (Finance), Page No. 17 | 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. | We request to kindly consider at least 5 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 | Please refer Corrigendum No.1. |
| 65. | Section IV, S.No. 11, Page 17 of 84 | Institutional Associate (Finance)<br>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 | Institutional Associate (Finance)<br>Should have at least 6 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. | Please refer Corrigendum No.1. |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder’s Query | Response |
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| | | consultancy for infrastructure projects. The candidate shall be conversant with advanced presentation software. | The candidate shall be conversant with advanced presentation software.<br><br>Justification:<br>This will enable wider availability of suitable candidates without compromising on the required skill set.<br>Since, in the RFP, some Key Expert positions are proposed with 6 years of experience, the Institutional Associate (Finance) position may be aligned to it. | |
| 66. | IV. PERSONNEL REQUIREMEN T (page-15 & 17) | 11. Institutional Associate (Finance)- 1. Post-Graduation in Business Administration/Economics/Commerce<br>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<br>projects. The candidate shall be conversant with advanced presentation software | In general, candidates with an MBA tend to have experience in HR and finance-related projects rather than in report writing, presentations, and meeting documentation. In this context, kindly clarify whether candidates possessing a post-graduate degree in Business Administration/ Economics/Commerce and having 8+ years of experience in financial management and project management<br>consultancy for Government/PSU projects but lacking experience in report writing, presentations, and meeting documentation will be considered eligible. | As per RFP.<br>Please refer Corrigendum No.1. |
| 67. | Section IV. Personnel Requirement, | Post-Graduation in Computer sciences engineering/IT/ Computer | We request to kindly consider Graduation in Computer sciences engineering/ IT/ | Please refer Corrigendum No.1. |

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| | Non-Key Experts, 12. Data Analyst, Page No. 17 | Applications/ Statistics/Applied Statistics.<br>Should have at least 5 years of experience in analysing large scale data, and produce meaningful insights for decision making. | Computer Applications/ Statistics/ Applied Statistics. And;<br>Should have at least 3 years of experience in analyzing large scale data and produce meaningful insights for decision making. | |
| 68. | IV. PERSONNEL REQUIREMEN T (page-17) | Non-Key Experts<br>12. Data Analyst: Post-Graduation in Computer sciences engineering/IT/ Computer Applications/ Statistics/ Applied Statistics. | Kindly clarify whether the requirement of Post-Graduation in Business Administration/Economics/Commerce can be relaxed to Graduation in a relevant discipline | Please refer Corrigendum No.1. |
| 69. | Section IV. Personnel Requirement, Non Key Experts, 13. Support Staff-Institution, Page No. 17 | Post-Graduation<br>Should have at least 5 years of experience in office administration / coordination with central/ state government institutions/ PSU | We request to kindly consider Graduation And;<br>Should have at least 3 years of experience in office administration / coordination with central/ state government institutions/ PSUs | Please refer Corrigendum No.1. |
| 70. | Section IV, S.No. 13, Page 17 of 84 | Support Staff-Institution<br>Post-Graduation<br>Should have at least 5 years of experience in office administration / coordination with central/ state government institutions/ PSUs | Support Staff-Institution<br>Post-Graduation in Management<br>Should have at least 3 years of experience in office administration / coordination with central/ state government institutions/ PSUs.<br><br>Justification:<br>Since this is a support position, the minimum years of experience may be reduced to 3 years. Further, since these | Please refer Corrigendum No.1. |

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| | | | positions will support the Institutional Associates, post-graduation in Management is more suitable. A post-graduate in a general stream may not possess the acumen required for the job. | |
| 71. | Section IV, S.No. 13, Page 17 of 84 | No. of Support Staff-Institution – 2 | No. of Support Staff-Institution – 4<br><br>Justification:<br>It is requested to kindly add two (02) additional Institutional Support positions.<br>There are multiple departments within NMCG and considering the extensive scope of work and the requirement for continuous coordination and administrative support under the assignment, we believe that additional Institutional Support positions are required. | As per RFP. |
| 72. | Section IV, Personnel Requirement | Additional IT profile proposed in the Team | Sewage Utility IT Expert<br>Qualifications & Experience:<br>BE/B.Tech. in Electronics & Communication, IT, Computer Science, or MCA<br>Minimum 8 years of overall experience, including at least 5 years in IoT, sensors, command centers, decision support systems, or monitoring frameworks across STPs, sewerage networks, pumping stations, water supply systems, drains, Smart Cities, or related domains | As per RFP |

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| 73. | Section IV, Personnel Requirement | Additional IT profile proposed in the Team | Business Process IT Expert<br>Qualifications & Experience:<br>BE/B. Tech. in ECE, IT, Computer Science, or MCA<br>Minimum 8 years of overall experience, including at least 5 years in solution design, Business Process Reengineering (BPR), BRD/FRS/SRS preparation, digital blueprinting, and business intelligence.<br><br>Justification:<br>These two positions are being proposed to support one critical area of the Terms of Reference - Data Analytics and Management (Sl. No. 12). These will replace the Small River Rejuvenation Expert and Groundwater & Spring Rejuvenation Expert positions, which are more appropriate for a Technical/Engineering PMU. | Please refer Corrigendum No.1. |
| 74. | Section IV, Personnel Requirement | Additional position proposed in the Team | Public Policy Support Expert<br>Qualifications & Experience:<br>Post-graduate in Management or Bachelor in Law.<br>Minimum 6 years of experience in public policy support with strong knowledge of government procedures and regulatory frameworks and experience of drafting and reviewing policy documents, concept | As per RFP. |

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| | | | notes, SOPs, guidelines, reports, and implementation frameworks<br><br>Justification:<br>This position is proposed to support policy related work, which forms an integral part of the Terms of Reference for this PMC. Other positions will not be able to carry out the policy support related work. | |
| 75. | Section IV, Personnel Requirement | Additional position proposed in the Team | GIS Expert<br>Qualifications & Experience:<br>Graduate in Geography/ Environmental Science/ Urban Planning/ Civil Engineering/ Hydrology/ Water Resources Management/ Earth Sciences/ GIS/ Geoinformatics with Post-graduate Diploma/ Masters/Certificate in GIS<br>Should have at least 3 years of experience in the field of Geo Spatial Data acquisition, Spatial data analysis, including cartography, map design, remote sensing image processing and analysis.<br><br>Justification:<br>NMCG has been working on various geospatial aspects starting from identification of drains/nalas merging into river and mapping of STPs, industries, etc. | As per RFP. |

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| | | | for which GIS expertise is an essential pre-requisite. Further, Ganga Pulse & Project Monitoring Dashboard also needs significant expansion within the mission. Therefore, we have proposed this additional position for support on this work. | |
| 76. | Section IV, Personnel Requirement | Additional positions proposed in the Team | We request inclusion of a provision permitting deployment of additional experts on an as-needed basis.<br>In case of such requirement, the remuneration for additional resources may be considered at par with the existing Institutional Associate position<br><br>Justification:<br>With new themes and solutions emerging in the water / sewerage and river rejuvenation sector, there may be a need for additional experts with specific experience. Hence, such a provision allowing quick onboarding of additional experts may be introduced | Not agreed.<br>As per RFP. |
| 77. | Section IV, Personnel Requirement / Note, Page No. 17 | For work experience, post-qualification experience shall only be considered. | The stipulation restricting consideration of experience to post-qualification only may inadvertently exclude substantial and relevant professional experience gained by experts after completion of their graduation. It is common industry practice for professionals to commence their careers upon obtaining a bachelor's | As per RFP |

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| | | | degree and subsequently pursue higher qualifications while continuing in employment. In view of the above, it is requested to consider relevant professional experience acquired after the minimum essential qualification (i.e., graduation) for the purpose of evaluation. Experience gained prior to obtaining higher qualifications (such as post-graduation) may also be considered, provided it is relevant to the scope of work. | |
| 78. | III. Eligibility And Evaluation Criteria, page No. 11 | IV. Personnel Requirement, Page No. 17<br>Note:<br>(i) For work experience, post-qualification experience shall only be considered. | It is submitted that in a number of positions the minimum academic qualification requirement is post-graduation. It is requested to please consider the work experience after graduation as a number of experts complete their post-graduation from distance learning mode. The stream of graduation may be kept the same as the post-graduation requirement. | This query is very generic not specific for any position. However, please refer Corrigendum No.1, for proposed changes made in RFP. |
| 79. | IV. PERSONNEL REQUIREMEN T<br>(page-17) | Note: I) For work experience, post qualification experience shall only be considered | Kindly clarify whether, for candidates who have recently completed their Post-Graduation, the relevant professional experience gained after Graduation but prior to obtaining the Post-Graduation degree will be considered for evaluation. | As per RFP. |
| 80. | Section IV, Personnel Requirement / | No personnel should have attained the age of 55 (fifty-five) years at the time of submitting the proposal | The age restriction of 55 years may limit the availability of highly experienced and domain experts, especially in specialized | As per RFP. |

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| | Note, Page No. 17 | | fields like river rejuvenation, hydrology, and environmental management. Many senior professionals with significant relevant experience fall beyond this age limit. It is requested to relax the maximum age limit from 55 years to 65 years, to enable inclusion of highly experienced experts and ensure better quality of project execution. | |
| 81. | III. Eligibility And Evaluation Criteria, page No. 11 | IV. Personnel Requirement, Page No. 17<br>Note:<br>…………….<br>(ii) No personnel should have attained the age of 55 (fifty-five) years at the time of submitting the proposal. | It is requested to please increase the maximum age limit from 55 to 70 years. It is submitted that most of the tenders being issued by Government Departments allow the age limit of 70 years for key experts/non-key experts in the tenders being issued by them. | As per RFP |
| 82. | Schedule I- Terms of Reference | Multiple references to -<br>3 (iii) Support integration of ecological indicators with real-time monitoring platforms (SCADA/online systems) for informed decision making.<br>5. ….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….<br>5 (vi) Facilitate integration of field data with NMCG/state through GIS-enabled | There are multiple references to monitoring systems/ platforms to be implemented. We understand that these implementations will be done by other third-party implementing agencies hired by client, while consultant will develop the requirements of such platform and monitor the implementation & operations. Please confirm. | As per RFP |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | | dashboards, analytics platforms, and decision-support systems. | | |
| 83. | Schedule-I: Terms of Reference | 15. Period of Engagement | The RFP states that the rates shall be the same throughout the contract period. It is requested to clarify whether any price escalation cost will be applicable if the contract is extended for the optional third year. | As per RFP. |
| 84. | Schedule-I Clause 15, Period of Engagement Page 28 | 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. | In assignments that extend beyond 12 months, a price adjustment provision that only takes into account inflation (consumer price index) may not be sufficient for experts employed on a project for a duration of 3 years (2 years + 1 year). Therefore, we kindly request the inclusion of an annual escalation provision of 10% for the entire project duration (not just limited to the extension).<br>We request you to kindly amend the clause as under:<br>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 with an inclusion of an annual escalation provision of 10% for the entire project duration (not just limited to the extension). | As per RFP |

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| 85. | Schedule-I: Terms of Reference, Clause 15, Page 28 of 84 | Period of Engagement:<br>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. | Period of Engagement:<br>The period could subsequently be extended for a further period of 2 years, based on the satisfactory performance of the Consultant.<br><br>Justification:<br>From our past experience, we believe that NMCG will benefit more if the possible extension period is enhanced to 2 years.<br>This will ensure that the same PMC team can support NMCG during the entire next phase of the programme. | As per RFP |
| 86. | Schedule-I: Terms of Reference, Clause 15, Page 28 of 84 | Period of Engagement: | Addition to this clause.<br>During the extension period(s), an annual escalation will be provided based on the prevailing CPI values on the extension start date and the Bid Due Date.<br><br>Justification:<br>During the period of engagement, there will be promotions, and also salary increments to the team members. A suitable annual escalation based on CPI will help the Consultant firm in taking care of the inflation and internal cost escalations. This will enable retention of the manpower positioned for the project and ensure continuity for and seamless service to NMCG. | As per RFP |

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| 87. | III. ELIGIBILITY AND EVALUATION CRITERIA, Clause 15 – Period of Engagement (Extension Terms)<br>Page No. 28 | 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. | Kindly confirm whether the same terms and conditions (including commercials) will apply during the extension period or will be subject to renegotiation. | As per RFP. |
| 88. | Schedule-I: TERMS OF REFERENCE, Clause 15 – Period of Engagement (Escalation)<br>Page No. 28 | 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. | Considering the contract duration (2+1 years), kindly confirm whether any price escalation for manpower costs will be applicable during the extension period. | As per RFP |
| 89. | 15. Period of Engagement:<br>(page 28) | 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. | We understand that the assignment is envisaged for an initial period of two (2) years, with a provision for extension by one (1) additional year based on satisfactory performance.<br>In this regard, we request your kind consideration to provide for a reasonable escalation of 10% in remuneration, in case the assignment is extended.<br>This is to account for factors such as inflation, increase in manpower costs, and | As per RFP |

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| | | | overall rise in operational expenses over the extended period.<br>We believe that such a provision would help ensure continued availability of qualified resources and maintain the quality of services during the extended tenure of the project. | |
| 90. | 16. Place of Performance of Assignment<br>(Page 46) | …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. | It is requested to clarify whether NMCG will provide project specific licensed software (GIS, SCADA simulation tools, data analytics platforms, etc.) or whether the PMC is expected to bring their own IT tools. This is because the scope involves GIS, SCADA, AI/ML and analytical tools which require specialized software. The same shall have an impact on the financial budgeting as well. | NMCG will provide the project specific software. |
| 91. | Schedule-I Clause 16, Place of Performance of Assignment Page 28 | 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 | If any software & hardware will be procured for project, the cost will be borne by NMCG as reimbursable, kindly confirm. | As per RFP |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | | with basic software like MS-Office, etc., printers and stationery items needed within NMCG office | | |
| 92. | Schedule-I: Terms of Reference, Clause 16, Page 28 of 84 | Place of Performance of Assignment: 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. | We understand that if requirement for any additional software comes up, NMCG will make available the same for the PMC Team. Kindly confirm. | As per RFP |
| 93. | Schedule-I: TERMS OF REFERENCE, Clause 18 – Time & Payment Schedule, Page No. 28-29 | 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 | Kindly confirm the timeline for certification and release of payments from the date of invoice submission. | As per RFP |
| | Schedule-I: TERMS OF REFERENCE, Clause 17 & Clause 18 – Administration (Invoice Approval Authority), Page No. 28-29 | | Kindly clarify the authority responsible for certification and approval of invoices and the process involved. | As per RFP |
| | Schedule-I: TERMS OF REFERENCE, | | Kindly confirm whether any retention or payment holdback is applicable. | As per RFP |

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| | Clause 18 – Payment Schedule (Retention / Payment Hold), Page No. 28-29 | | | |
| 94. | Schedule-II DRAFT FORM OF AGREEMENT, Clause 1.4 – Governing Law & Jurisdiction, Page No. 33 | Dispute Resolution Mechanism | Kindly clarify the detailed dispute resolution mechanism including arbitration process, seat, and appointing authority. | As per RFP |
| 95. | Schedule-II DRAFT FORM OF AGREEMENT, Clause 2 – General Conditions / Termination Page No. 34 | Termination for Convenience | In case of termination for convenience by the Client, kindly clarify the payment mechanism for services rendered and committed resources. | As per RFP |
| 96. | Schedule-II, Page 56 | 2.9.2 By the Consultant<br>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: | We request you to kindly amend the clause 2.9.2 as under,<br>2.9.2 By the Consultant<br>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 | As per RFP |

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| | | (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;<br>(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;<br>(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<br>(d) the NMCG fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof. | in this Clause 2.9.2, terminate this Agreement if:<br>(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;<br>(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;<br>(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<br>(d) the NMCG fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.<br>Notwithstanding the preceding the Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to NMCG if the Consultant reasonably determines that it can no longer provide the Services in | |

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| | | | accordance with applicable law or professional obligations. | |
| 97. | Schedule-II, 3.2.2, Page 39 and 40 | 3.2.2 Consultant and Affiliates not to be otherwise interested in the Project<br>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 | We request you to kindly delete the clause 3.2.2. | As per RFP |

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| | | paid up share capital of the Consultant, as the case may be, and any Associate thereof | | |
| 98. | Schedule II, Para 3.2.6, Page 41 of 84 | 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. | We understand that this clause is specific to the Key Experts for the engagement.<br>Please confirm if our understanding is correct | As per RFP |
| 99. | Schedule-II, 3.3, Page 42 | 3.3 Confidentiality<br>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 | We request you to kindly amend the clause 3.3 as under,<br>3.3 Confidentiality<br>Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to | As per RFP |

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| | | 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.<br><br>Notwithstanding the aforesaid, the Consultant, and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:<br>(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; | the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 2 years from the date of termination of this Agreement. | |

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| | | (ii) was obtained from a third party with no known duty to maintain its confidentiality;<br>(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<br>(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. | | |
| 100. | Schedule-II, 3.4, Page 42 and 43 | 3.4 Liability of the Consultant<br>3.4.1 The Consultant's liability under this Agreement shall be determined by | We request you to kindly amend the clause 3.4 as under,<br>3.4 Liability of the Consultant | As per RFP |

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| | | the Applicable Laws and the provisions hereof.<br>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.<br>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:<br>(i) for any indirect or consequential loss or damage; and<br>(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.<br>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 | 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws.<br>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 due to deficiency in Services rendered by it.<br>3.4.3 The Parties hereto agree that the Consultant shall not be liable to the NMCG:<br>(i) for any indirect or consequential loss or damage; and<br>(ii) except in the case of fraud or wilful misconduct on the part of the Consultant, for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement.<br>3.4.4 To be deleted | |

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| | | 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. | | |
| 101. | Schedule II, Para 3.4.2, Page 43 of 84 | Liability of the Consultant<br>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. | Liability of the Consultant<br>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~~. | As per RFP |
| 102. | Clause 3.4<br>Page 42 | 3.4 Liability of the Consultant<br>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:<br>(i) for any indirect or consequential loss or damage; and<br>(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. | We request the Authority to kindly consider Limitation of Liability to be restricted to 10% of total contract value. | As per RFP |

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| 103. | Schedule II, Para 3.4.3, Page 43 of 84 | Liability of the Consultant<br>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:<br>(i) for any indirect or consequential loss or damage; and<br>(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. | Liability of the Consultant<br>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:<br>(i) for any indirect or consequential loss or damage; and<br>(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~~. | As per RFP |
| 104. | Schedule-II<br>DRAFT FORM OF AGREEMENT, Clause 3.4.3 & 3.4.4 - Liability Cap Clarification<br>Page No. 42-43 | Liability of the Consultant | Kindly confirm that the limitation of liability specified under Clause 3.4.3 represents an aggregate cap for the entire contract duration and shall be limited to the final Agreement Value. | As per RFP |
| 105. | Schedule-II | Liability of the Consultant | Since liability is linked to insurance proceeds where higher, kindly clarify | As per RFP |

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| | DRAFT FORM OF AGREEMENT, Clause 3.4.3 - Insurance v/s Liability<br>Page No. 42-43 | | whether Consultant's liability shall in all cases be limited to the Agreement Value irrespective of insurance coverage. | |
| 106. | Schedule-II<br>DRAFT FORM OF AGREEMENT, Clause 3.4 – Insurance v/s Liability<br>Page No. 42-43 | Indemnity Scope | Kindly clarify the extent of indemnity obligations of the Consultant, particularly with respect to third-party claims. | As per RFP |
| 107. | Schedule-II<br>DRAFT FORM OF AGREEMENT, Clause 3.4 – Currency & Payment Terms<br>Page No. 42 | GST Applicability | Kindly confirm whether GST shall be payable over and above the quoted price and reimbursed by the Client. | As per RFP |
| 108. | Schedule-II, 3.5, Page 43 | 3.5 Accounting, inspection and auditing<br>The Consultant shall:<br>(a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting | We request you to kindly amend the clause 3.5 as under,<br>3.5 Accounting, inspection and auditing<br>The Consultant shall:<br>(a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in | As per RFP |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | | 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<br>(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. | 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<br>(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. Notwithstanding anything contained herein, any audit and/or request for information conducted shall be restricted to the physical files in relation to this Agreement only and shall be subject to NMCG agreeing to maintain confidentiality of these documents. No access to the Consultant's systems, network, facilities, or hands on or intrusive testing will be permitted. Any third parties employed by NMCG to conduct such audit or request for information shall not be a competitor of the Consultant and shall agree to confidential obligations with Consultant, for the said purpose. | |
| 109. | Schedule II, Para 3.5, Page 43 of 84 | Accounting, inspection and auditing<br>The Consultant shall: | We understand that any audit shall be subject to the following: | As per RFP |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | | (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<br>(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 | (i) the audit shall be restricted to the engagement and shall be conducted with prior reasonable notice;<br>(ii) employer or its authorized representatives shall execute a Non-Disclosure Agreement before such audit which shall govern the conduct of audit and any results thereof;<br>(iii) the auditors or the representatives of Employer for the audit shall not be bidder's competitors;<br>(iv) the audit shall not be conducted more than once in a calendar year and twice in entirety; and,<br>(v) any findings during the audit, shall be shared with Employer and be discussed and agreed mutually with Employer and bidder for its closure.<br>Please confirm. | |
| 110. | Schedule-II, 3.8, Page 44 | 3.8 Documents prepared by the Consultant to be property of the NMCG<br>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 | We request you to kindly amend the clause 3.8 as under,<br>3.8 Documents prepared by the Consultant<br>3.8.1 The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that it owns in performing the Services. Notwithstanding the delivery of any Reports, the Consultant retains all intellectual property rights in the Materials (including any | As per RFP |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | | Consultancy Document, of which the ownership or the intellectual property rights do not vest with the NMCG under law, shall automatically<br>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.<br>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.<br>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 | improvements or knowledge developed while performing the Services), and in any working papers that the Consultant compiles and retains in connection with the Services (but not information provided by NMCG reflected in them).<br>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.<br>3.8.3 Any information, advice, recommendations or other content of any reports, presentations or other communications the Consultant provides under this Agreement ("Reports"), other than information provided by NMCG, are for NMCG's internal use only (consistent with the purpose of the particular Services) including NMCG's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside NMCG's organization. | |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder’s Query | Response |
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| | | 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. | | |
| 111. | Schedule-II, 3.10, Page 44 | 3.10. Accuracy of Documents<br>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. | We request you to kindly amend the clause 3.10 as under,<br>3.10. Accuracy of Documents<br>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. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations. | As per RFP |
| 112. | 4.4 Substitution of Personnel. (Page-45) | 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 | Query on Clause 4.4 – Substitution of Personnel<br>We understand and accept the provisions of Clause 4.4 governing substitution of personnel during the implementation of | As per RFP |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
|---|---|---|---|---|
| | | 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 Agreement, including limits and applicable penalties.<br>However, considering the highly niche and specialized nature of the required experts, their availability between proposal submission and contract signing stage may be subject to change due to factors beyond the Consultant's control (such as prior commitments,<br>deployment on other assignments, or delayed finalization timelines).<br>In this regard, we request that reasonable flexibility be permitted for substitution of Key and Non-Key Experts at the time of contract signing (prior to commencement of services), without application of penalties, subject to prior approval of NMCG, and replacement with experts possessing equivalent or higher qualifications and relevant experience than those originally proposed. We reiterate that the Consultant shall fully comply with Clause 4.4 for substitutions during the implementation period of the Agreement. This request is made to ensure smooth mobilization of suitably qualified experts while maintaining the required technical standards and continuity of services. | |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
|---|---|---|---|---|
| 113. | Schedule-II Clause 4.4.1 (a) Page 45 | (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 | We will do our best within our capacity to minimize replacements, However, in it may not be possible to avoid replacement due to unavoidable circumstances. The penalties 5% and 10% on 2nd and subsequent replacement seems to be high. This could impose significant financial implications on the bid and may prompt bidders to pre-load the penalty cost upfront, affecting the overall financial structure.<br>We kindly request removal of the penalty clause for replacement, provided that the proposed replacement personnel possess equal or higher qualifications than those originally proposed. | As per RFP |
| 114. | Clause 4.4 Substitution of personnel<br>Pg. 45 | Schedule-II<br>Draft Form of Agreement For<br>Project Management Consultant<br>(Institutional Support)<br>Maximum of four substitutions of Key Expert on account of resignation shall be applicable without penalty during the entire Agreement period. However, 2nd | It is respectfully requested that the clause pertaining to the imposition of penalty on substitution of personnel, as defined in the RFP document, may **kindly be reconsidered and removed**.<br>The stipulated penalty of 10% on substitution of personnel appears to be quite stringent and may potentially | As per RFP |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | | 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. | discourage participation from otherwise eligible and competent bidders. It is submitted that in the normal course of business, experts engaged in this domain may change employment for various reasons, many of which are personal or beyond the control of the bidder. Imposing such a stringent penalty for circumstances not attributable to the bidder may therefore not be equitable.<br>In view of the above, it is suggested that instead of penalizing the substitution itself, the Department may consider imposing a penalty in cases where there is an undue delay in the replacement of key experts, particularly in the event of resignation. This would ensure continuity and accountability without unduly burdening the bidders.<br>Further, it is requested to kindly clarify whether the said penalty would be applicable to the replacement of key experts proposed at the time of bid submission, or whether at least one substitution may be permitted at the stage of contract signing without the imposition of any penalty. | |
| 115. | Schedule-II Clause 4.4.1 (b) Page 46 | (b) Maximum of five substitutions of Non-Key Expert on account of resignation shall be applicable without penalty during the entire Agreement | We will do our best within our capacity to minimize replacements, However, in it may not be possible to avoid replacement due to unavoidable circumstances. The | As per RFP |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | | 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. | penalties 5% and 10% on 3rd and subsequent replacements appears to be on the higher side. This could impose significant financial implications on the bid and may prompt bidders to pre-load the penalty cost upfront, affecting the overall financial structure.<br>We kindly request removal of the penalty clause for replacement, provided that the proposed replacement personnel possess equal or higher qualifications than those originally proposed. | |
| 116. | Schedule-II Clause 4.4.3 Page 46 | 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. | We request kindly to remove penalty clause for replacement, as non-joining of proposed personnel before deployment is beyond the consultant's control in many cases and should not be treated as a substitution, provided that an equally or better qualified personnel is proposed and approved prior to commencement of services. Treating such replacements as substitutions may lead to unintended penalties despite no impact on project delivery. | As per RFP |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
|---|---|---|---|---|
| 117. | Schedule-II<br>DRAFT FORM OF AGREEMENT, Clause 6.1.2 & 6.1.3 – Agreement Value<br>Page No. 48 | Variation / Additional Payments | Clause 6.1.3 allows for additional payments subject to agreement. Kindly clarify the approval mechanism, documentation process, and timelines for such variations, and whether such changes will be formalized through amendment to Agreement Value. | As per RFP |
| 118. | Schedule-II, Clause 7.2, Page 50 | 7.2.1 Liquidated Damages for error/variation<br>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.<br>7.2.2 Liquidated Damages for delay<br>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 | Please relax the liquidity damages subject to a maximum of 5% of the agreement value in both the cases. | As per RFP |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | | 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. | | |
| 119. | Clause 7.2<br>Page 50 | 7.2 Liquidated Damages<br>7.2.1 Liquidated Damages for error/variation<br>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. | Consequential Damages of any kind and subsequent LD of 20% levied under this clause is not acceptable.<br>Request to consider as a part of Professional Indemnity in line with Govt. of India procurement rule or GFR 2017. | As per RFP |
| 120. | Clause 7.2<br>Page 50 | 7.2.2 Liquidated Damages for delay<br>n 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 | We request the Authority to kindly revise the Liquidated Damages clause such that it is limited to 0.5% of the Contract Value per week of delay, subject to a maximum cap of 5% of the Contract Value, which is in line with standard industry practices. | As per RFP |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | | otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted. | | |
| 121. | Schedule II, Para 7, Page 49 of 84 | Liquidated Damages and Penalties | We understand that bidder shall not be liable for Penalty under this clause if default/delay/error/variation is not solely on account of bidder.<br>Please confirm if our understanding is correct. | |
| 122. | Schedule II, Para 7.2.1,<br>Page 50 of 84 | Liquidated Damages for error/variation<br>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. | We request you to remove this clause<br><br>Justification:<br>This is a Time & Materials (T&M) contract with no specific deliverables other than the periodic progress reports. The PMC team members will report to specific officials in NMCG and work under their supervision. Therefore, this clause may not be relevant and applicable for such contracts. | As per RFP |
| 123. | Schedule II, Para 7.2.2,<br>Page 50 of 84 | Liquidated Damages for delay<br>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 | We request you to remove this clause.<br><br>Justification:<br>This is a Time & Materials (T&M) contract with no specific deliverables (other than the periodic project reports) and associated timelines. The PMC team | As per RFP |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | | 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. | members will report to specific officials in NMCG, work under their supervision and support them as per their direction. Hence this clause may not be relevant and applicable for this type of T&M contract | |
| 124. | Annex – 4, Page 54 | Local Conveyance (office purpose) (On approval by the Client):<br>Taxi @ Rupees Fourteen per kilometre (INR 14/ Km) or rates decided by NMCG<br><br>Daily Allowance:<br>Boarding- Reimbursable on actual, the expenditure should not exceed Rupees Six Hundred and Fifty (INR 650/-) only.<br>Hotel (State Capitals)- Rupees four thousand (INR 4,000/-) only.<br>Hotel (Other Towns)- Rupees Three Thousand (INR 3,000/-) only. | In view of the prevailing market conditions and the current costs associated with boarding, accommodation, and local conveyance, the existing reimbursement limits appear to be on the lower side.<br>Recent trends indicate a substantial increase in hotel tariffs and associated expenses, particularly during major events and peak periods. For instance, during recent large-scale events such as the AI Summit, hotel rates in certain locations escalated significantly, with standard accommodations reaching considerably higher levels than usual. This reflects the dynamic nature of the market and the need for more realistic reimbursement provisions.<br>Accordingly, we request that the reimbursement limits be revised to align with the current market scenario. We propose the following reasonable benchmarks for consideration:<br>• Taxi Charges: ₹20 per km<br>• Boarding: Up to ₹2,000 per day | As per RFP |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
|---|---|---|---|---|
| | | | • Hotel Accommodation:<br>○ Up to ₹10,000 per day (non-metro cities)<br>○ Up to ₹12,500 per day (metro cities)<br>The above suggested rates are modest and reflect market conditions while ensuring quality and feasibility of service delivery. | |
| 125. | Annexure 4, Pg 54 | Reimbursable Expenses | Hope this is not part of the competitive quotation | As per RFP |
| 126. | Annex-4, Pg 54 | Reimbursable Expenses (Local Conveyance (office purpose) (On approval by the Client) | We request to make it Rs 18/km | As per RFP |
| 127. | Annex-4, Pg 54 | Reimbursable on actuals, the expenditure should not exceed Rupees Six Hundred and Fifty (INR 650 only) | Request to make it Rs1000/day (on the basis of actual) | As per RFP |
| 128. | Annex – 6, Page 57 of 84 | - | Two clauses numbered "8" in the Form of Bank Guarantee for Performance Security (Annex-6). | Please refer Corrigendum No.1. |
| 129. | Form-6 - Abstract of Relevant Experience of the Bidder (Refer Section-III, A. (3) of RFP)<br>&<br>Form-7 Relevant Experience of the | Notes:<br>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. | In the referred forms it is mentioned that for projects undertaken as part of a partnership/joint venture/consortium, the professional fee shall be restricted to the share of the Bidder in such arrangement.<br>In this regard, we would like to submit that large-scale infrastructure projects are typically executed through consortiums/joint ventures, where each member plays a significant and defined role. | As per RFP |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
|---|---|---|---|---|
| | Bidder (Refer Section-III, A.(3) of RFP | The names and chronology of projects claimed here should confirm the project-wise details submitted in Form-7.<br>The experience claimed by the Bidder shall be substantiated with suitable certificates from the client. | Restricting the project value/fee to only the proportional share may not adequately reflect the Bidder's actual experience and contribution in such projects.<br>Therefore, we kindly request the Authority to consider the following:<br>• Allow consideration of projects executed in consortium/joint venture, wherein the Bidder was a member, as eligible experience.<br>• Consider the total project value/total professional fee of such projects (instead of only the proportional share), subject to submission of documentary evidence indicating the Bidder's role and responsibilities.<br>This will ensure a fair assessment of the Bidder's experience, especially for large and complex infrastructure projects typically executed under consortium arrangements. | |
| 130. | Form-6 -<br>Abstract of Relevant Experience of the Bidder (Refer Section-III, A. (3) of RFP)<br>&<br>Form-7 Relevant | Notes:<br>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. | We submit that restricting the professional fee only to the bidder's share in JV/Consortium projects may undervalue the bidder's actual experience and contribution. We request that the full project value be considered for qualification purposes, along with clear mention of the bidder's role and responsibilities. | As per RFP |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| | Experience of the Bidder (Refer Section-III, A.(3) of RFP | The names and chronology of projects claimed here should confirm the project-wise details submitted in Form-7.<br>The experience claimed by the Bidder shall be substantiated with suitable certificates from the client. | | |
| 131. | Form-9, Page 69 | Certification:<br>1. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.<br>2. I am willing to work on the Project, and I will be available for entire duration of the Project assignment as required. | Given the uncertain nature of the market, it is unlikely that a highly qualified expert would commit to being tied to the project for its entire duration. It also seems unreasonable to restrict individual's scope of opportunities by requiring their exclusive dedication to the project. This clause may hinder bidders' efforts to provide CVs of top-quality professionals. Therefore, we request that the clause concerning availability for the entire duration of the project be removed. This will assist in attracting and showcasing high caliber, skilled professionals for the task at hand. | As per RFP |
| 132. | Form 9, Page 69 of 84 | - | Two fields numbered "6" in CV of Personnel (Form-9). | Please refer Corrigendum No.1. |
| 133. | Contract | Contract terms applicable | The RFP is available on GeM which has its own contract terms. Further the RFP provides a draft contract. We understand that provisions of the draft contract provided as part of the RFP shall be applicable. | As per RFP. |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| 134. | General Query | - | We note that the Retention clause is not mentioned in the RFP. Kindly clarify the same. | As per RFP. |
| 135. | General Query | - | We note that the Indemnity clause is not mentioned in the RFP. Kindly clarify the same. | As per RFP. |
| 136. | General Query | - | We note that the Defect Liability Period is not defined in the RFP. We request that it be limited to a maximum of 12 months from the completion of the contract. Kindly confirm and elaborate on the same. | As per RFP. |
| 137. | General Query | - | We note that the Price escalation clause is not mentioned in the RFP. Kindly clarify the same. | As per RFP. |
| 138. | General Query | - | We request to authority please clarify the Risk Purchase. | As per RFP. |
| 139. | General Query | - | We request to authority please clarify the Guarantee and Warranty. | As per RFP. |
| 140. | General Query | - | We request to authority please clarify the Termination right for bidders as well. | As per RFP. |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
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| 141. | GeM, Hiring of Consultants, Technical Specifications, Pages 4-15 of 18 & Section IV, Personnel Requirement, Pages 14-17 of 84 | - | It is observed that there are inconsistencies between the experience requirements in terms of number of years specified in GeM technical specifications (Pages 4-16 of 18) and those mentioned in Section IV Personnel Requirement, (Pages 14-17 of 84). In all such situations, we presume RFP will prevail. Kindly confirm. | As per RFP. |
| 142. | General - Advance Payment | Advance Payment against Bank Guarantee | In order to provide impetus to the project and ensure steady cash flow during the project cycle, we respectfully request that a provision for advance payment be included. This will facilitate timely mobilization of the team and establishment of the project office.<br>We propose that an advance payment equal to 10% (ten percent) of the contract amount be released against submission of an Advance Payment Bank Guarantee, within 30 days of signing the contract agreement.<br>We kindly request your due consideration of this proposal. | As per RFP. |
| 143. | Clause No. 17 - Schedule of Bidding Process, Sr. No. 3 | Last date & time for submission (upload) of online bidding document (Bid Due Date): 25th May 2026 up to 04.00 PM | We request the Authority to consider extending the Bid Due Date from May 25, 2026, to June 5, 2026. In light of the detailed queries submitted and the complexity of the personnel and technical | Please refer Corrigendum No.1. |

| S. No. | Clause Ref. | Subject/RFP Clause | Bidder's Query | Response |
|---|---|---|---|---|
| | | | requirements outlined in the RFP, this 10-day extension will enable bidders to prepare and submit more refined and competitive proposals. Such an extension will ensure that the proposals effectively address the institutional needs of the Authority while maintaining a transparent and healthy bidding environment. | |
| 144. | Section II, Instruction to Bidders / 17. Schedule of Bidding Process, Page No. 9 | Last date of submission of bidding document: 25th May 2026 up to 04:00 PM | Considering the complexity and extensive scope of the TOR, we request to kindly allow at least 3 weeks for submission of the proposal after issuance of replies/clarifications to pre-bid queries. This extension will enable consultants to incorporate clarifications and prepare a high-quality, technically sound, and competitive proposal, please consider. | Please refer Corrigendum No.1. |
| 145. | Schedule of Bidding process | Last date & time for submission (upload) of online bidding document (Bid Due Date)- 25th May 2026 up to 04.00 PM | We request to please provide 21 days to respond to the RFP, from the date of publication of pre-bid query response and issue of corrigendum (if any). | Please refer Corrigendum No.1. |
| 146. | Clause 17.<br>Page 9 | Schedule of Bidding Process<br>3. Last date & time for submission (upload) of online bidding document (Bid Due Date): 25th May 2026 up to 04.00 PM | We request the Authority to kindly extend the proposal due date by at least fifteen (15) working days from the current tender submission deadline, to enable adequate time for preparation of a comprehensive and competitive proposal. | Please refer Corrigendum No.1. |
| 147. | Section II, Para 17, S.No. 3, Page 9 of 84 | Last date & time for submission (upload) of online bidding document (Bid Due Date): | We request you to kindly extend the Bid Due Date by a week. | Please refer Corrigendum No.1. |

<table>
<tr><th>S. No.</th><th>Clause Ref.</th><th>Subject/RFP Clause</th><th>Bidder's Query</th><th>Response</th></tr>
<tr><td></td><td></td><td>25th May 2026 up to 04.00 PM</td><td>Last date & time for submission (upload) of online bidding document (Proposal Due Date or PDD) may be extended to 01st June 2026, up to 4:00 PM.<br><br>Justification:<br>This will allow time for completion of administrative formalities and internal approvals at our end, post issuance of Response to Pre-bid queries and will enable us to submit a proposal meeting your expectations.</td><td></td></tr>
<tr><td>148.</td><td>II. INSTRUCTIONS TO BIDDERS<br>Page No. 9</td><td>17. Schedule of Bidding Process<br><table><tr><td>3</td><td>Last date & time for submission (upload) of online bidding document (Bid Due Date)</td><td>25th May 2026 up to 04.00 PM</td></tr></table></td><td>Considering the scale of this prestigious project and the time required to identify and nominate competent resources, we respectfully request that at least three weeks' time be granted from the date of issuance of pre-bid meeting replies. This extension will enable us to prepare and submit a comprehensive and competitive Techno-Commercial Proposal that fully meets the Client's expectations for this project.</td><td>Please refer Corrigendum No.1.</td></tr>
<tr><td>149.</td><td>Clause 17.<br>Page 10</td><td>4. Last date & time for submission of EMD/Bid Securing Declaration, PoA and Integrity Pact in hard copy: 25th May 2026 up to 04.00 PM</td><td>We request that the submission of hard copy documents may be permitted within three (3) days from the date of online submission</td><td>Please refer Corrigendum No.1.</td></tr>
</table>

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

RFP No.: Pc-11/1/2026-NMCG dated 23rd April 2026 — Dated: 22nd May 2026
GeM Bid No.: GEM/2026/B/7471081

## Corrigendum No.1

**Sub: Request for Proposal for Selection of Project Management Consultant (Institutional)**

<table>
<tr><th>S.No.</th><th>RFP Clause No.</th><th>Original Clause</th><th>Revised Clause</th></tr>
<tr><td>1.</td><td>Clause 17-Schedule of Bidding Process<br>Page 9</td><td>
<table>
<tr><td>3. Last date & time for submission (upload) of online bidding document (Bid Due Date)</td><td>25th May 2026 up to 4:00 PM</td></tr>
<tr><td>4. Last date & time for submission of EMD/Bid Security, PoA and Integrity Pact in hard copy</td><td>25th May 2026 up to 4:00 PM</td></tr>
<tr><td>5. Opening of Technical Bids through GeM portal</td><td>25th May 2026 at 4:30 PM</td></tr>
</table>
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<table>
<tr><td>3. Last date & time for submission (upload) of online bidding document (Bid Due Date)</td><td>8th June 2026 up to 4:00 PM</td></tr>
<tr><td>4. Last date & time for submission of EMD/Bid Security, PoA and Integrity Pact in hard copy</td><td>8th June 2026 up to 4:00 PM</td></tr>
<tr><td>5. Opening of Technical Bids through GeM portal</td><td>8th June 2026 at 4:30 PM</td></tr>
</table>
</td></tr>
<tr><td>2.</td><td>Section-I, NIT, Para Page 3</td><td>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….</td><td>Bid Security/Earnest Money Deposit (EMD) equal to INR 28,00,000 (Rupees Twenty-Eight 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….</td></tr>
</table>

| S.No. | RFP Clause No. | Original Clause | Revised Clause |
|---|---|---|---|
| 3. | Section-I, Instructions to Bidder, Clause 15.1 (a), Page 7 | 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")….. | The Bidder shall furnish as part of its Bid, a bid security of **INR 28,00,000 (Rupees Twenty-Eight 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")….. |
| 4. | Section-III, Eligibility and Evaluation Criteria, A. Technical, S.no.3, note, Page 11 | #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). | #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 **13/1/2025-IPP dated 19th September 2025**.<br>Copy enclosed at the end of this document. |
| 5. | Section-III, Eligibility and Evaluation Criteria, B. Financial, S.no.1, Page 11 | 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. | The Bidder shall have a minimum average annual turnover of **INR 28,00,00,000 (twenty-eight crores)** during the last three Financial Years (2022-23, 2023-24 and 2024-25), in which minimum of **INR 14,00,00,000 (fourteen 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. |
| 6. | Section-III, Scoring Criteria, S.no.2, Page 12 | Average Annual Turnover from Consultancy Services – 150 marks<br><br>INR 17 and up to 25 Cr: 100<br>>INR 25 Cr. To 50 Cr.: 125<br>More than INR 50 Cr.: 150 | Average Annual Turnover from Consultancy Services – 150 marks<br><br>INR 14 and up to 20 Cr: 100<br>>INR 20 Cr. to 40 Cr.: 125<br>More than INR 40 Cr.: 150 |

| S.No. | RFP Clause No. | Original Clause | Revised Clause |
|---|---|---|---|
| 7. | Section IV. Personnel Requirement, Key Experts, S.no.1, Page No. 14 | Urban Planning Expert<br><br><u>Minimum educational qualification from recognized university or institution</u><br>Post-Graduation in Architecture/ Urban Planning/ Landscaping<br><br><u>Qualification and Expertise required</u><br>Should have at least 8 years of experience in the field of Urban Planning / City Development plans / Infrastructure Development etc. | Urban Planning Expert<br><br><u>Minimum educational qualification from recognized university or institution</u><br>Post-Graduation in Architecture/ Urban Planning/ Landscaping<br><br><u>Qualification and Expertise required</u><br>Should have at least 5 years of experience in the field of Urban Planning / City Development plans / Infrastructure Development etc. |
| 8. | Section IV. Personnel Requirement, Key Experts, S.no.2, Page No. 14 | Urban Planning Support<br><br><u>Minimum educational qualification from recognized university or institution</u><br>Post-Graduation in Architecture/ Urban Planning/ Landscaping<br><br><u>Qualification and Expertise required</u><br>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. | Urban Planning Support<br><br><u>Minimum educational qualification from recognized university or institution</u><br>Graduation in Architecture/ Urban Planning/ Landscaping<br><br><u>Qualification and Expertise required</u><br>Should have at least 3 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. |
| 9. | Section IV. Personnel Requirement, Key Experts, S.no.3, Page No. 14 | SCADA & Instrumentation Expert<br><br><u>Minimum educational qualification from recognized university or institution</u><br>Post-Graduation in Instrumentation/Electronics/ Electrical Engineering<br><br><u>Qualification and Expertise required</u><br>Should have at least 8 years of experience in supervising Instrumentation, Control and Automation and SCADA related works in water /waste water plants. | SCADA & Instrumentation Expert<br><br><u>Minimum educational qualification from recognized university or institution</u><br>Graduation in Instrumentation/ Electronics/ Electrical Engineering<br><br><u>Qualification and Expertise required</u><br>Should have at least 8 years of experience in supervising Instrumentation, Control and Automation and SCADA related works in water /waste water plants. |

| S.No. | RFP Clause No. | Original Clause | Revised Clause |
|---|---|---|---|
| 10. | Section IV. Personnel Requirement, Key Experts, S.no.4, Page No. 14 | Fresh Water Ecologist<br><br><u>Minimum educational qualification from recognized university or institution</u><br>Post-graduation in life sciences/ Environmental Science/ Environmental Biotechnology/ Biology/ Botany/ Zoology<br><br><u>Qualification and Expertise required</u><br>Shall have at least 6 years of experience in projects/ assignments for conservation of Biodiversity, Aquatic life, Marine life, flora, wetlands etc. | Fresh Water Ecologist<br><br><u>Minimum educational qualification from recognized university or institution</u><br>Graduation/Post Graduation in life sciences/Botany/ Zoology/Marine Science<br><br><u>Qualification and Expertise required</u><br><u>For Graduate</u>: Shall have at least 8 years of experience in projects/ assignments for conservation of Biodiversity, Aquatic life, Marine life, flora, wetlands etc.<br><u>For Post-Graduate</u>: Shall have at least 5 years of experience in projects/ assignments for conservation of Biodiversity, Aquatic life, Marine life, flora, wetlands etc. |
| 11. | Section IV. Personnel Requirement, Key Experts, S.no.5, Page No. 14 | Environmental Management Expert<br><br><u>Minimum educational qualification from recognized university or institution</u><br>Post-Graduation in Environmental Science<br><br><u>Qualification and Expertise required</u><br>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 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. | Environmental Management Expert<br><br><u>Minimum educational qualification from recognized university or institution</u><br>Post-Graduation in Environmental Science/Environmental Engineering<br><br><u>Qualification and Expertise required</u><br>Should have at least 5 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 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. |

| S.No. | RFP Clause No. | Original Clause | Revised Clause |
|---|---|---|---|
| 12. | Section IV. Personnel Requirement, Key Experts, S.no.6, Page No. 15 | Small River Rejuvenation Expert Small river<br><br>Minimum educational qualification from recognized university or institution<br>Graduation in Civil Engineering/ Post Graduation in Geology/ Hydrogeology/ life sciences/ Environmental Science/ Environmental Biotechnology/ Biology/ Botany/ Zoology<br><br>Qualification and Expertise required<br>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. | Small River Rejuvenation Expert Small river<br><br>Minimum educational qualification from recognized university or institution<br>Graduation/Post-Graduation in Hydrogeology/Hydrology<br><br>Qualification and Expertise required<br>For Graduate: Should have at least 8 years of experience in rejuvenation of small rivers/ rivulets/streams/Nature based Solutions.<br>For Post-Graduate: Should have at least 5 years of experience in rejuvenation of small rivers/ rivulets/streams/Nature based Solutions. |
| 13. | Section IV. Personnel Requirement, Key Experts, S.no.7, Page No. 15 | Groundwater & Spring Rejuvenation Expert<br><br>Minimum educational qualification from recognized university or institution<br>Graduation in Civil Engineering/ Post Graduation in Geology/ Hydrogeology<br><br>Qualification and Expertise required<br>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. | Groundwater & Spring Rejuvenation Expert<br><br>Minimum educational qualification from recognized university or institution<br>Graduation/Post-Graduation in Civil Engineering/ Geology/Hydrogeology<br><br>Qualification and Expertise required<br>For Graduate: Should have at least 8 years of experience in rejuvenation of ground water and spring rejuvenation.<br>For Post-Graduate: Should have at least 5 years of experience in rejuvenation of ground water and spring rejuvenation. |

| S.No. | RFP Clause No. | Original Clause | Revised Clause |
|---|---|---|---|
| 14. | Section IV. Personnel Requirement, Key Experts, S.no.8, Page No. 15 | Agribusiness Expert<br><br><u>Minimum educational qualification from recognized university or institution</u><br>Post-Graduation in Management/ Agribusiness Management/ Agronomy or equivalent<br><br><u>Qualification and Expertise required</u><br>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, sludge reuse-recycle activities etc.); including Forestry/Animal Husbandry and Fisheries projects. | Agribusiness Expert<br><br><u>Minimum educational qualification from recognized university or institution</u><br>Post-Graduation in Management/ Agribusiness Management/ Agronomy or equivalent<br><br><u>Qualification and Expertise required</u><br>Should have at least 5 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, sludge reuse-recycle activities etc.); including Forestry/Animal Husbandry and Fisheries projects. |
| 15. | Section IV. Personnel Requirement, Key Experts, S.no.9, Page No. 16 | Water Resource Expert<br><br><u>Minimum educational qualification from recognized university or institution</u><br>Post-Graduation in Water Resources Engineering Hydrology / Hydrogeology Environmental Management<br><br><u>Qualification and Expertise required</u><br>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) | Water Resource Expert<br><br><u>Minimum educational qualification from recognized university or institution</u><br>Post-Graduation in Water Resources Engineering/ Hydrology / Hydrogeology<br><br><u>Qualification and Expertise required</u><br>Should have 5 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) |

| S.No. | RFP Clause No. | Original Clause | Revised Clause |
| --- | --- | --- | --- |
| | | assessment and floodplain zoning methodologies, along with a good understanding of the relevant Acts, notifications, and guidelines associated with them. | assessment and floodplain zoning methodologies, along with a good understanding of the relevant Acts, notifications, and guidelines associated with them. |
| 16. | Section IV. Personnel Requirement, Key Experts, S.no.10, Page No. 16 | Institutional Associate<br><br><u>Minimum educational qualification from recognized university or institution</u><br>Post-Graduation in Business Administration<br><br><u>Qualification and Expertise required</u><br>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. | Institutional Associate<br><br><u>Minimum educational qualification from recognized university or institution</u><br>Graduation/Post-Graduation in Business Administration/ Finance/Data Analytics<br><br><u>Qualification and Expertise required</u><br><u>For Graduate</u>: 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.<br><br><u>For Post-Graduate</u>: Should have at least 5 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. |

| S.No. | RFP Clause No. | Original Clause | Revised Clause |
|---|---|---|---|
| 17. | Section IV. Personnel Requirement, Key Experts, S.no.11, Page No. 17 | Institutional Associate (Finance)<br><br><u>Minimum educational qualification from recognized university or institution</u><br>Post-Graduation in Business Administration/ Economics/ Commerce<br><br><u>Qualification and Expertise required</u><br>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. | Deleted |
| 18. | Section IV. Personnel Requirement, Key Experts, S.no.11, Page No. 17 | - | **<u>Added:</u>**<br><br>**Business Process IT Expert**<br><u>Minimum educational qualification from recognized university or institution</u><br>Graduation in IT/Computer Science/Engineering<br><br><u>Qualification and Expertise required</u><br>Minimum 8 years of experience in solution design, Business Process Reengineering (BPR), BRD/FRS/SRS preparation, digital blueprinting, and business intelligence. |
| 19. | Section IV. Personnel Requirement, Non-Key Experts, S.no.12, Page No. 17 | Data Analyst<br><br><u>Minimum educational qualification from recognized university or institution</u> | Data Analyst<br><br><u>Minimum educational qualification from recognized university or institution</u> |

| S.No. | RFP Clause No. | Original Clause | Revised Clause |
|---|---|---|---|
| | | Post-Graduation in Computer sciences engineering/IT/ Computer Applications/ Statistics/Applied Statistics.<br><br><u>Qualification and Expertise required</u><br>Should have at least 5 years of experience in analyzing large scale data, and produce meaningful insights for decision making. | Graduation in Computer sciences engineering/IT/ Computer Applications/Statistics/Applied Statistics/AI&ML/ Data Analytics<br><br><u>Qualification and Expertise required</u><br>Should have at least 3 years of experience in analyzing large scale data, and produce meaningful insights for decision making. |
| 20. | Section IV. Personnel Requirement, Key Experts, S.no.13, Page No. 17 | Support Staff-Institution<br><br><u>Minimum educational qualification from recognized university or institution</u><br>Post-Graduation<br><br><u>Qualification and Expertise required</u><br>Should have at least 5 years of experience in office administration / coordination with central/ state government institutions/ PSUs | Support Staff-Institution<br><br><u>Minimum educational qualification from recognized university or institution</u><br>Graduation<br><br><u>Qualification and Expertise required</u><br>Should have at least 3 years of experience in office administration/ coordination with central/ state government institutions/ PSUs |
| 21. | Annex- 6: Form of Bank Guarantee for Performance Security, Page 57 | 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]. | **9.** 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]. |
| 22. | Form 6, Page 66 | Abstract of Relevant Experience of the Bidder<br>(Refer Section-III, A. (3) of RFP) | Abstract of Relevant Experience of the Bidder<br>(Refer Section-III, A. (2) & (3) of RFP) |

<table>
<tr><th>S.No.</th><th>RFP Clause No.</th><th>Original Clause</th><th>Revised Clause</th></tr>
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<tr><th>S. No.</th><th>Name of Project</th><th>Name of Client</th><th>Start Date</th><th>End Date</th><th>Estimated Cost of Project (in INR)</th><th>Total Value of the Professional Fee (in INR)</th><th>Professional Fee received by the Bidder (in INR)</th></tr>
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<tr><td>23.</td><td>Form 9, Curriculum Vitae (CV) of Personnel, Page 69</td><td>6. Employment Record:<br>7. List of projects/assignments on which the Personnel has worked:<br>8. Details of the current assignment and the time duration for which services are required for the current assignment.</td><td>9. Employment Record:<br>10. List of projects/assignments on which the Personnel has worked:<br>11. Details of the current assignment and the time duration for which services are required for the current assignment.</td></tr>
<tr><td>24.</td><td>BoQ</td><td>Financial Bid Break-up sheet</td><td>Revised Financial Bid Break-up sheet (attached)</td></tr>
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| Financial Bid Breakup/BoQ (REVISED) | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Tender Inviting Authority | | National Mission for Clean Ganga | | | | | | |
| Name of Work | | RFP for Selection of Project Management Consultant (Institutional Support) | | | | | | |
| Ref. No. | | Pc-11/1/2026-NMCG | | | | | | |
| *(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns. Bidders are allowed to enter the Bidder Name and Values only )* | | | | | | | | |
| Bidder Name | | | | | | | | |
| S.no. | Position | Qty. | Unit | Name of the Personnel | BASIC RATE In Figures To be entered by the Bidder in Rs. P | TOTAL AMOUNT without GST col (7) = (3)x(6) in Rs. P | GST @ 18% col (8) = (7) x 18% in Rs. P | TOTAL AMOUNT with GST col (9) = (7)+(8) in Rs. P |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) |
| | PERSONNEL | | | | | | | |
| I | KEY EXPERTS | | | | | | | |
| 1 | Urban Planning Expert | 24 | Man-Month | | | - | - | - |
| 2 | Urban Planning Support | 24 | Man-Month | | | - | - | - |
| 3 | SCADA & Instrumentation Expert | 24 | Man-Month | | | - | - | - |
| 4 | Fresh Water Ecologist | 24 | Man-Month | | | - | - | - |
| 5 | Environmental Management Expert | 24 | Man-Month | | | - | - | - |
| 6 | Small River Rejuvenation Expert | 24 | Man-Month | | | - | - | - |
| 7 | Groundwater & Spring Rejuvenation Expert | 24 | Man-Month | | | - | - | - |
| 8 | Agribusiness Expert | 24 | Man-Month | | | - | - | - |
| 9 | Water Resource Expert | 24 | Man-Month | | | - | - | - |
| 10 | Institutional Associate (1) | 24 | Man-Month | | | - | - | - |
| 11 | Institutional Associate (2) | 24 | Man-Month | | | - | - | - |

| S.no. | Position | Qty. | Unit | Name of the Personnel | BASIC RATE In Figures To be entered by the Bidder in Rs. P | TOTAL AMOUNT without GST col (7) = (3)x(6) in Rs. P | GST @ 18% col (8) = (7) x 18% in Rs. P | TOTAL AMOUNT with GST col (9) = (7)+(8) in Rs. P |
|---|---|---|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) |
| 12 | Institutional Associate (3) | 24 | Man-Month | | | - | - | - |
| 13 | Institutional Associate (4) | 24 | Man-Month | | | - | - | - |
| 14 | Institutional Associate (5) | 24 | Man-Month | | | - | - | - |
| 15 | Business Process IT Expert | 24 | Man-Month | | | - | - | - |
| **II** | **NON-KEY EXPERTS** | | | | | | | |
| 1 | Data Analyst | 24 | Man-Month | | | - | - | - |
| 2 | Support Staff-Institution (1) | 24 | Man-Month | | | - | - | - |
| 3 | Support Staff-Institution (2) | 24 | Man-Month | | | - | - | - |
| | | | | | **Total in figures** | **-** | | **-** |

रजिस्ट्री सं. डी.एल.- 33004/99 REGD. No. D. L.-33004/99

भारत का राजपत्र
The Gazette of India

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असाधारण
EXTRAORDINARY

भाग I—खण्ड 1
PART I—Section 1

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

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No. 250] NEW DELHI, FRIDAY, SEPTEMBER 19, 2025/BHADRA 28, 1947

**वित्त मंत्रालय**
**आर्थिक कार्य विभाग**
**अवसंरचना वित्त सचिवालय**
**(आईपीपी प्रभाग)**

**अधिसूचना**

नई दिल्ली, 19 सितंबर, 2025

**फा.सं. 13/1/2025- आईपीपी.**—सक्षम प्राधिकारी के अनुमोदन से, अवसंरचना उप-क्षेत्रों की अद्यतन सुमेलित मास्टर सूची **(अनुबंध-I)** एतद्वारा अधिसूचित की जाती है। दिनांक 11 अक्टूबर 2022 की अधिसूचना में किए गए निम्नलिखित परिवर्तनों को नई सूची में समाविष्ट किया गया हैः

i. "बड़े जलपोतों" को परिभाषित करते हुए पादटिप्पणी के साथ, 'परिवहन एवं संभार-तंत्र (लॉजिस्टिक्स)' की श्रेणी में एक नई मद को अंतर्विष्ट करके अवसंरचना उप-क्षेत्रों की सुमेलित मास्टर सूची में "बड़े जलपोतों" को अत: स्थापित किया जाता है।

बलदेव पुरुषार्थ संयुक्त सचिव (आईपीपी)

**अनुबंध-I**

**अवसंरचना उप-क्षेत्रों की अद्यतन सुमेलित मास्टर सूची**

| क्र.सं. | श्रेणी | अवसंरचना उप-क्षेत्र |
|---|---|---|
| 1. | **परिवहन एवं संभार-तंत्र (लॉजिस्टिक्स)** | • सड़क और पुल<br>• पत्तन[1]<br>• पोत कारखाना[2]<br>• बड़े जलपोत[3]<br>• अन्तर्देशीय जलमार्ग<br>• विमानपत्तन<br>• इलेक्ट्रिकल एवं सिग्नल प्रणाली सुरंग, पुल, सेतु सहित रेलवे ट्रैक<br>• कार्यशाला एवं संबद्ध रखरखाव की सुविधाओं के साथ रेलवे चल स्टॉक<br>• स्टेशन एवं समीपवर्ती वाणिज्यिक अवसंरचना सहित रेलवे टर्मिनल अवसंरचना<br>• शहरी सार्वजनिक परिवहन (शहरी सड़क परिवहन के मामले में चल स्टॉक को छोड़कर)<br>• संभार-तंत्र (लॉजिस्टिक्स) अवसंरचना[4]<br>• भारी- भरकम सामग्री परिवहन पाइपलाइनें[5] |
| 2. | **ऊर्जा** | • विद्युत उत्पादन<br>• विद्युत पारेषण<br>• विद्युत वितरण<br>• तेल/गैस/द्रवीभूत प्राकृतिक गैस (एलएनजी) भंडारण सुविधा[6]<br>• ऊर्जा भंडारण तंत्र (ईएसएस)[7] |
| 3. | **जल और स्वच्छता** | • ठोस अपशिष्ट प्रबंधन<br>• जल शोधन संयंत्र<br>• वाहित मल संग्रहण, शोधन तथा निपटान प्रणाली<br>• सिंचाई (बांध, चैनल, तटबंध आदि)<br>• तूफान जल निकासी प्रणाली |
| 4. | **संचार** | • दूरसंचार (स्थायी नेटवर्क)[8]<br>• दूरसंचार टावर<br>• दूरसंचार और दूरसंचार सेवाएं<br>• डेटा केंद्र[9] |

| | | |
|---|---|---|
| **5.** | **सामाजिक तथा वाणिज्यिक अवसंरचना** | • शिक्षण संस्थाएं (पूंजीगत स्टॉक)<br>• खेलकूद अवसंरचना[10]<br>• अस्पताल (पूंजीगत स्टॉक)[11]<br>• पर्यटन अवसंरचना अर्थात् (i) 1 मिलियन से अधिक आबादी वाले शहरों से बाहर अवस्थित तीन-सितारा अथवा उच्चतर श्रेणी के वर्गीकृत होटल (ii) रोपवे एवं केबल कार<br>• औद्योगिक पार्कों तथा फूड पार्कों, टैक्सटाईल पार्कों, विशेष आर्थिक क्षेत्र, पर्यटन सुविधाओं तथा कृषि बाजार जैसी औद्योगिक गतिविधि वाले अन्य पार्कों हेतु साझी अवसंरचना<br>• कृषि तथा बागवानी उत्पाद हेतु शीत भंडारण सहित कटाई उपरान्त भंडारण अवसंरचना<br>• टर्मिनल बाजार<br>• मृदा-परीक्षण प्रयोगशालाएं<br>• कोल्ड चेन[12]<br>• किफायती आवास[13]<br>• किफायती किराये वाले आवासीय परिसर[14]<br>• प्रदर्शनी-सह-अभिसमय केंद्र[15] |

1. मुख्य तलकर्षण शामिल हैं।

2. "पोत कारखाने" को प्लवमान अथवा भूमि-आधारित सुविधा के रूप में परिभाषित किया गया है जिसमें तट, पोत का रुख मोड़ने हेतु चौड़े जलमुख, नौकाबंधन एवं लंगरगाह, जलावतरण तथा/अथवा पोत को उठाने की अत्यावश्यक विशेषताएं हों, और जो पोत निर्माण/मरम्मत/पोत ध्वस्त करने संबंधी क्रियाकलाप करने में सक्षम हों।

3 "बड़े जलपोत" से तात्पर्य दस हज़ार या उससे अधिक सकल टन भार वाले वाणिज्यिक जलपोतों, जो भारतीय स्वामित्व और ध्वज के अधीन हैं, अथवा
एक हज़ार पाँच सौ या उससे अधिक सकल टन भार वाले वाणिज्यिक जलपोतों, जो भारत में निर्मित हैं और भारतीय स्वामित्व और ध्वज के अधीन हैं, से है।

4. "लॉजिस्टिक्स अवसंरचना में न्यूनतम 50 करोड़ रुपये के निवेश तथा 10 एकड़ के न्यूनतम क्षेत्रफल के साथ अंतर्देशीय कंटेनर डिपो (आईसीडी), 15 करोड़ रुपये के न्यूनतम निवेश तथा 20,000 वर्ग फुट के न्यूनतम क्षेत्रफल के साथ प्रशीतन सुविधा तथा/अथवा 25 करोड़ रुपये के न्यूनतम निवेश तथा 1 लाख वर्ग फुट के न्यूनतम क्षेत्रफल के साथ भांडारागार सुविधा सहित बहुविध लॉजिस्टिक्स पार्क सम्मिलित है।"

5. तेल, गैस, स्लरी, जल आपूर्ति तथा लौह अयस्क पाइपलाइनें शामिल हैं।

6. कच्चे तेल का रणनीतिक भंडारण शामिल है।

7. 200 एमडब्ल्यू-एचआर की एक न्यूनतम अर्हक क्षमता के साथ सघन चार्जिंग अवसंरचना और ग्रिड पैमाना ऊर्जा भंडारण तंत्र (ईएसएस) शामिल हैं, बशर्ते कि, ईएसएस व्यापारिक आधार पर संस्थापित नहीं किया जा रहा हो।

8. आप्टिक फाइबर/वायर/केबल नेटवर्क, जो ब्राडबैण्ड/इंटरनेट उपलब्ध कराते हैं, शामिल हैं।

9. आईटी भार के 5 एमडब्ल्यू की एक न्यूनतम क्षमता के साथ डिजिटल डेटा अनुप्रयोगों के भंडारण और प्रसंस्करण के लिए एक समर्पित/केंद्रीकृत भवन में आवासित डेटा केंद्र।

10. खेलकूद और खेलकूद संबंधी कार्यकलाप में प्रशिक्षण/अनुसंधान के लिए प्रशिक्षणशालाओं हेतु खेलकूद स्टेडियम और अवंसरचना का प्रावधान शामिल है।

11. चिकित्सा कालेज, परा-चिकित्सा प्रशिक्षण संस्थान तथा नैदानिक केंद्र शामिल हैं।

12. कृषि तथा संबद्ध उत्पाद, समुद्री उत्पाद तथा मांस के परिरक्षण अथवा भंडारण हेतु खेत स्तर पर फसल कटाई पश्चात् फसलों के तापमान को शीघ्र इष्टतम स्तर पर लाने हेतु प्रशीतन कक्ष सुविधा शामिल है।

13. " किफायती आवास" को एक ऐसी आवासीय परियोजना के रूप में परिभाषित किया गया है जिसमें अधिकतम 60 वर्ग मीटर के फर्श क्षेत्र@ वाली आवासीय इकाई के लिए फर्श क्षेत्र अनुपात (एफएसआर)/फ्लोर स्पेस इंडेक्स (एफएसआई) के कम से कम 50 प्रतिशत का उपयोग किया गया है।

14. "किफायती किराये वाले आवासीय परिसर" का अर्थ मूलभूत नागरिक अवसंरचना सुविधा जैसे कि जल, स्वच्छता, जल अवशिष्ट/सैप्टेज, सड़क, विद्युत के साथ-साथ आवश्यक सामाजिक/वाणिज्यिक अवसंरचना सहित न्यूनतम 25 वर्ष की अवधि हेतु शहरी प्रवासी/गरीब (ईडब्ल्यूएस/एलआईजी श्रेणियों) के लिए केवल किराये के उद्देश्य से उपयोग की जाने वाली परियोजनाओं से है तथा जहां यह परियोजना स्थित होगी वहां आसपास के क्षेत्र के स्थानीय सर्वेक्षण के आधार पर स्थानीय प्राधिकारियों/निकायों द्वारा आरंभिक किराया तय किया जाएगा।

परियोजना का अर्थ सूचीबद्ध परियोजना से है जिसमें न्यूनतम दो कमरों या एक कमरे की 40 आवासीय इकाइयां अथवा समान संख्या में शयनगृह (डोरमिटरी) इकाइयां या किसी भी अनुपात में सभी तीनों का मिश्रण हो परंतु यह दो शयनकक्ष इकाइयों के अंतर्गत कुल निर्मित क्षेत्र के एक-तिहाई से अधिक न हो।

आवासीय इकाइयों (डीयू) का अर्थ 60 वर्ग मीटर तक फर्श क्षेत्र@ में बैठक कक्ष, रसोई, शौचालय एवं स्नानागार के साथ दो शयनकक्ष (बैडरूम) को शामिल करके एक इकाई या 30 वर्ग मीटर फर्श क्षेत्र तक बैठक कक्ष, रसोई, शौचालय एवं स्नानागार के साथ एकल शयनकक्ष से है।

शयनगृह (डोरमिटरी) इकाइयों का अर्थ 30 वर्ग मीटर फर्श क्षेत्र में साझी रसोई, शौचालय एवं स्नानागार के साथ तीन डोरमिटरी शयन के समुच्चय अर्थात प्रति डोरमिटरी शयन पर 10 वर्ग मीटर फर्श क्षेत्र से है।

@ "फर्श क्षेत्र" का तात्पर्य वही होगा जो स्थावर संपदा (विनियम और विकास) अधिनियम, 2016 की धारा 2 के खंड (ट) में दिया गया है।

15. "प्रदर्शनी-सह-अभिसमय केंद्र" को प्रदर्शनी-सह-अभिसमय केंद्र परियोजनाओं के रूप में परिभाषित किया गया है जिसमें विशिष्ट रूप से प्रदर्शनी अथवा अभिसमय अथवा संयुक्त रूप से दोनों के लिए न्यूनतम 1,00,000 वर्गमीटर का निर्मित तल क्षेत्र है।

* निर्मित तल क्षेत्र में प्राथमिक सुविधाएं जैसे कि प्रदर्शनी केंद्र, अभिसमय सभामंडप, सभागार, परिपूर्ण (प्लेनरी) सभामंडप, व्यापार केंद्र, बैठक सभामंडप इत्यादि शामिल हैं।

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**MINISTRY OF FINANCE**

**Department of Economic Affairs**

**Infrastructure Finance Secretariat**

**(IPP Division)**

**NOTIFICATION**

New Delhi, the 19th September, 2025

**F.No. 13/1/2025-IPP: —** With the approval of the Competent Authority, an updated Harmonized Master List of Infrastructure sub-sectors (Annexure I) is hereby notified. The new list incorporates the following change to the notification dated 11 October 2022:

i. "Large Ships" is included in the Harmonized Master List of Infrastructure sub-sectors by insertion of a new item in the category of 'Transport and Logistics', with a footnote defining Large Ships.

BALDEO PURUSHARTHA, Jt.Secy.(IPP)

Annexure-I

Updated Harmonized Master List of Infrastructure Sub-sectors

| Sr No | Category | Infrastructure sub-sectors |
|---|---|---|
| 1 | Transport and Logis tics | • Roads and bridges<br>• Ports[1]<br>• Shipyards[2]<br>• Large Ships[3]<br>• Inland Waterways<br>• Airport<br>• Railway track including electrical & signalling system, tunnels, viaducts, bridges<br>• Railway rolling stock along with workshop and associated maintenance facilities<br>• Railway terminal infrastructure including stations and adjoining commercial infrastructure<br>• Urban Public Transport (except rolling stock in case of urban road transport)<br>• Logistics Infrastructure[4]<br>• Bulk Material Transportation Pipelines[5] |
| 2 | Energy | • Electricity Generation<br>• Electricity Transmission<br>• Electricity Distribution<br>• Oil/Gas/Liquefied Natural Gas (LNG) storage facility[6]<br>• Energy Storage Systems (ESS)[7] |

| | | |
|---|---|---|
| 3 | Water and Sanitation | • Solid Waste Management<br>• Water treatment plants<br>• Sewage collection, treatment and disposal system<br>• Irrigation (dams, channels, embankments, etc.)<br>• Storm Water Drainage System |
| 4 | Communication | • Telecommunication (fixed network)[8]<br>• Telecommunication towers<br>• Telecommunication & Telecom Services<br>• Data Centres[9] |
| 5 | Social and Commercial Infrastructure | • Education Institutions (capital stock)<br>• Sports Infrastructure[10]<br>• Hospitals (capital stock)[11]<br>• Tourism infrastructure viz. (i) three-star or higher category classified hotels located outside cities with population of more than 1 million, (ii) rope ways and cable cars<br>• Common infrastructure for Industrial Parks and other parks with industrial activity such as food parks, textile parks, Special Economic Zones, tourism facilities and agriculture markets<br>• Post-harvest storage infrastructure for agriculture and horticultural produce including cold storage<br>• Terminal markets<br>• Soil-testing laboratories<br>• Cold Chain[12]<br>• Affordable Housing[13]<br>• Affordable Rental Housing Complex[14]<br>• Exhibition-cum-Convention Centre[15] |

[1] Includes Capital Dredging

[2] "Shipyard" is defined as a floating or land-based facility with the essential features of waterfront, turning basin, berthing and docking facility, slipways and/or ship lifts, and which is self-sufficient for carrying on shipbuilding/repair/breaking activities.

[3] "Large Ships" means Commercial Vessels having a gross tonnage of ten thousand or more, which are under Indian ownership and flag, OR

Commercial vessels having a gross tonnage of one thousand five hundred or more, which are built in India and are under Indian ownership and flag.

[4] "Logistics Infrastructure" means and includes Multimodal Logistics Park comprising Inland Container Depot (ICD) with minimum investment of Rs 50 crore and minimum area of 10 acres, Cold Chain Facility with minimum investment of Rs 15 crore and minimum area of 20,000 sft, and/or Warehousing Facility with investment of minimum Rs 25 crore and minimum area of 1 lakh sq ft.

[5] Includes Oil, Gas, Slurry, Water supply and Iron Ore Pipelines

[6] Includes strategic storage of crude oil.

[7] Includes dense charging infrastructure and grid scale Energy Storage Systems (ESS) with a minimum qualifying capacity of 200 MW-Hr, provided that ESS is not being established on merchant basis.

[8] Includes optic fibre/wire/cable networks which provide broadband / Internet.

[9] Data Centre housed in a dedicated/centralized building for storage and processing of digital data applications with a minimum capacity of 5 MW of IT load.

[10] Includes the provision of Sports Stadia and Infrastructure for Academies for Training/Research in Sports and Sports-related activities.

[11] Includes Medical Colleges, Para Medical Training Institutes and Diagnostics Centres.

[12] Includes cold room facility for farm level pre-cooling, for preservation or storage of agriculture and allied produce, marine products and meat.

[13] "Affordable Housing" is defined as a housing project using at least 50% of the Floor Area Ratio (FAR)/Floor Space Index (FSI) for dwelling units with carpet area[@] of not more than 60 square meters.

[14] "Affordable Rental Housing Complex" means a project to be used for rental purpose only for urban migrant/poor (EWS/LIG categories) for a minimum period of 25 years with basic civic infrastructure facilities such as water, sanitation, sewerage/ septage, road, electricity along with necessary social/commercial infrastructure and the initial rent fixed by Local Authority/ Entities based on local survey of surrounding area wherein the project is situated.

Project means a listed project having at least 40 Dwelling Units of double room or single room or equivalent Dormitory Units or a mix of all three in any ratio but not more than one third of total built up area under double bedrooms units.

Dwelling Units (DUs) means a unit comprising of double bed room with living area, kitchen, toilet and bathroom of up to 60 square meters carpet area[@] or single bed room with living area, kitchen, toilet and bathroom of up to 30 square meters carpet area[@].

Dormitory Units means a set of 3 Dormitory Bed with common kitchen, toilet and bathroom in 30 square meters carpet area[@] meaning 10 square meters carpet area[@] per Dormitory Bed.

[@] "Carpet Area" shall have the same meaning as assigned to it in clause (k) of section 2 of the Real Estate (Regulation and Development) Act, 2016.

[15] "Exhibition-cum-Convention Centre" is defined as Exhibition and Convention Centre Projects with minimum built-up floor area* of 100,000 square metres of exclusively exhibition space or convention space or both combined.

[*] Built up floor area includes primary facilities such as exhibition centres, convention halls, auditoriums, plenary halls, business centres, meeting halls etc.

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बिड संख्या/Bid Number: GEM/2026/B/7471081
दिनांक /Dated: 23-04-2026

# 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)<br>*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 दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू 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

| | |
|---|---|
| एडवाईजरी 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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी 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.

**लाभार्थी /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 |

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 दस्तावेज़/**Pre-Bid Date and Time** | प्री-बिड स्थान/**Pre-Bid Venue** |
|---|---|
| 04-05-2026 15:00:00 | Google Meet joining info<br>Video call link:<br>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 दस्तावेज़ /Additional Specification Documents**

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**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

| क्र.सं./**S.No.** | 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 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 |
| 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**

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**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

| क्र.सं./S.No. | 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 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 |
| 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 विशिष्ट दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

| क्र.सं./S.No. | 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 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 |

| 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**

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**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

| क्र.सं./S.No. | 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 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**

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**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

| क्र.सं./S.No. | 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 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 |
| 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

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### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

| क्र.सं./S.No. | 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 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 |
| 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 विशिष्ट दस्तावेज़ /Additional Specification Documents**

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**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

| क्र.सं./**S.No.** | 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 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 |
| 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**

---

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

| क्र.सं./S.No. | 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 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 |
| 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 विशिष्ट दस्तावेज़ /**Additional Specification Documents**

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परेषिती/रिपोर्टिंग अधिकारी /**Consignees/Reporting Officer and Quantity**

| क्र.सं./S.No. | 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 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 ( 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 विशिष्ट दस्तावेज़ /**Additional Specification Documents**

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परेषिती/रिपोर्टिंग अधिकारी /**Consignees/Reporting Officer and Quantity**

| क्र.सं./S.No. | 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 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

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### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

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

| क्र.सं./S.No. | 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 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 |
| 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

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### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

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

| क्र.सं./S.No. | 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 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 ( 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

### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

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

| क्र.सं./S.No. | 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 Dhyan 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 :-

1. 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).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. 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.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. 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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**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 or 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 | 23rd April 2026 |
| 2. | Pre-Bid Conference (Virtual) | 4th May 2026 at 03.00 PM<br>Google Meet joining info<br>Video call link:<br>https://meet.google.com/itg-zkjk-iej |
| 3. | Last date & time for submission (upload) of online bidding document (Bid Due Date) | 25th 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)<br>2-4 projects: 100<br>5-7 projects: 125<br>More than 7 projects: 150 | **150** |
| 2. | **Average Annual Turnover from Consultancy Services**<br><br>INR 17 and up to 25 Cr: 100<br>>INR 25 Cr. To 50 Cr.: 125<br>More than INR 50 Cr.: 150 | **150** |
| 3. | **Approach, Methodology**<br>• Understanding of Scope of work & Challenges in the assignment: 150<br>• Methodology adopted to deliver as per scope of work: 150 | **300** |
| 4. | **Relevant Experience of the Key Experts** | **400** |
| | *Urban Planning Expert*<br>• *Educational Qualifications: 5*<br>• *Relevant Experience: 25* | *30* |
| | *Urban Planning Support*<br>• *Educational Qualifications: 5*<br>• *Relevant Experience: 15* | *20* |
| | *SCADA & Instrumentation Expert*<br>• *Educational Qualifications: 5*<br>• *Relevant Experience: 25* | *30* |
| | *Fresh Water Ecologist*<br>• *Educational Qualifications: 5*<br>• *Relevant Experience: 25* | *30* |
| | *Environmental Management Expert*<br>• *Educational Qualifications: 5*<br>• *Relevant Experience: 25* | *30* |
| | *Small River Rejuvenation Expert*<br>• *Educational Qualifications: 5*<br>• *Relevant Experience: 20* | *25* |
| | *Ground Water Management Expert*<br>• *Educational Qualifications: 5*<br>• *Relevant Experience: 20* | *25* |
| | *Agribusiness Expert*<br>• *Educational Qualifications: 5*<br>• *Relevant Experience: 25* | *30* |
| | *Water Resource Expert*<br>• *Educational Qualifications: 5*<br>• *Relevant Experience: 25* | *30* |

| S. No. | Parameter | Maximum Marks |
|---|---|---|
| | *Institutional Associate (5 nos.)*<br>• *Educational Qualifications: 5*<br>• *Relevant Experience: 20* | *25x5=125* |
| | *Institutional Associate (Finance)*<br>• *Educational Qualifications: 5*<br>• *Relevant Experience: 20* | *25* |
| | **Total** | **1000** |

*Note:*

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.*

ii) *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.*

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<br>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 Minster. 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 31$^{st}$ 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 is 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 10th day of the following month) |
| **D3** | **Yearly Progress Report** | Yearly (by 15th 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:

..........

..........

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, 2$^{nd}$ 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 | SIGNED, SEALED AND DELIVERED |
| For and on behalf of<br>Consultant: | For and on behalf of<br>National Mission for Clean Ganga |
| (Signature)<br>(Name)<br>(Designation) | (Signature)<br>(Name)<br>(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 $15^{th}$), 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, the ..........................day 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.

**<u>Form of Surety Bond</u>**
**<u>[Performance Security]</u>**

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<br>(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:<br>(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.<br>(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.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: …………………………

Designation: ……………………

Name: ……………………....

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 he 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 of ....................for 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/](https://gem.gov.in/) . Bidders are advised to download and fill the required details in the permitted cells and upload the same)**