



**Government
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Tender Details

Date : 16-Oct-2026 06:10 PM



Basic Details

Organisation Chain	National Mission for Clean Ganga		
Tender Reference Number	Pr-23025/22/2024		
Tender ID	2026_NMFCG_930834_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Empanelment
Tender Category	Services	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	PreQual/Technical Document
2	Finance	.xls	Financial Quote

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	0.00	EMD Exemption Allowed	No
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Nil	EMD Payable At	Nil

Work /Item(s)

Title	Position-wise Empanelment of Agencies for Project Engineering (PE) Services for NMCG Sewerage and Wastewater Projects.				
Work Description	Position-wise Empanelment of Agencies for Project Engineering (PE) Services for NMCG Sewerage and Wastewater Projects.				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Tender Value in ₹	NA	Product Category	Consultancy	Sub category	NA
Contract Type	Empanelment	Bid Validity(Days)	180	Period Of Work(Days)	NA
Location	New Delhi	Pincode	110002	Pre Bid Meeting Place	Virtual
Pre Bid Meeting Address	As per Tender Document para II (18)	Pre Bid Meeting Date	23-Oct-2026 03:00 PM	Bid Opening Place	New Delhi
Should Allow NDA Tender	No	Allow Preferential Bidder	No		
Tenderer Class	As per Tender Document				

Critical Dates

Publish Date	16-Oct-2026 06:10 PM	Bid Opening Date	09-Nov-2026 04:00 PM
Document Download / Sale Start Date	16-Oct-2026 06:15 PM	Document Download / Sale End Date	09-Nov-2026 03:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	16-Oct-2026 06:30 PM	Bid Submission End Date	09-Nov-2026 03:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	NIT	900.92	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_978155.xls	BOQ	340.00
	2	Tender Documents	RFP.pdf	Tender Document	882.13

Tender Inviting Authority

Name	Team Leader PMSS
Address	National MIssion for Clean Ganga

National Mission for Clean Ganga

राष्ट्रीय स्वच्छ गंगा मिशन

Request for Proposal (RFP)

for

Position-wise Empanelment of Agencies for Project Engineering (PE) Services for NMCG Sewerage and Wastewater Projects.

Ref.: Pr-23025/22/2024

Date: 16-10-2026

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National Mission for Clean Ganga

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

Date: 16.10.2026

I. INTRODUCTION

1. Background

The National Mission for Clean Ganga (NMCG), under the Ministry of Jal Shakti, Government of India, is implementing a large number of Sewerage Infrastructure Projects across various States in the Ganga river basin. These projects involve planning, design, construction, operation, and maintenance of wastewater management infrastructure and require continuous technical oversight and project management support. Implementation and monitoring of NMCG projects demand deployment of professionals in project engineering, construction supervision, contract and claims management, quality assurance, environmental and safety compliance, and performance monitoring throughout the project duration.

NMCG is engaging an agency as Project Engineer to monitor the activities of the concessionaire at site. As part of the condition precedent under the concessionaire agreement for NMCG projects, and with a view to ensuring smooth and timely execution of the works, NMCG is required to float a tender for the engagement of an Independent Project Engineer. Moreover, based on past experience, it has been observed that Project Engineers have not consistently deployed the designated Key and Non-Key personnel, nor ensured effective monitoring of site activities in accordance with contractual provisions. This has adversely affected the quality of supervision and the overall progress of works.

NMCG invites Request for Proposal (RFP) from eligible and experienced agencies for position-wise empanelment to deploy of qualified experts/engineers for providing Project Engineering (PE) Services for Sewerage and Wastewater Infrastructure Projects being implemented under NMCG. The empanelment shall be carried out position-wise, and selection of agencies shall be based on meeting technical eligibility criteria and quoting the lowest rate (L1) for each position, as per the procedure described in this RFP.

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

2. Objective of the RFP

The objective of this RFP is to:

- a) Empanel agencies for specific expert/engineer positions;
- b) The empaneled agencies shall be ensuring for deploying qualified and experience professionals in various engineering and support positions, as specified by NMCG from time to time, to support activities related to planning, design review, construction supervision, quality assurance, safety compliance, monitoring, testing & commissioning, and O&M preparedness of NMCG projects.

3. Validity of Empanelment

The empanelment shall be valid for a period of **two (2) years**, extendable by one year at the discretion of NMCG based on performance.

4. Positions Proposed for Empanelment

Agencies may apply for one or more of the following positions:

Sl. No	Category	Experts/Position
1.	Team Lead	Senior Civil Engineer cum Waste Water Expert
2.	Senior Experts	a. Process Experts
		b. Mechanical Engineer
		c. Electrical Engineer
		d. Instrumentation/SCADA Experts
		e. Structural Engineer
		f. Quality Control Expert
		g. O & M Expert
3.	Support Experts	a. Safety Expert
		b. Engineer cum Estimator
		c. Civil Engineer
		d. Mechanical Engineer
		e. Coordinator

II. INSTRUCTIONS TO APPLICANTS

1. The applicants shall be a sole firm/single entity and the manner in which the proposal is required to be submitted, evaluated and accepted is explained in this RFP. Joint ventures and consortiums are not permitted for this RFP.
2. The applicant 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 an RFP not substantially responsive to the RFP document in every respect will be at the applicant's risk and may result in rejection of the Proposal.

3. Preparation of RFP

- 3.1 Language: RFP 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 RFP: The form of proposal shall be completed in all respects and duly signed and stamped by an authorized representative of the applicant. Relevant power of attorney for signing the proposal should be attached.
- 3.3 Cost of Proposal: The applicants shall be responsible for all of the costs associated with the preparation of their proposals and their participation in the RFP 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 Empanelment Process.
- 3.4 Currency: The applicants shall submit his financial proposal in Indian Rupees and payment under this contract will be made in Indian Rupees.

4. Clarifications by applicants

- 4.1 Applicants requiring any clarification on the RFP may submit their queries to NMCG through E-mail/e-procurement portal within four (4) days from the date and time of publication of RFP.
- 4.2 NMCG will post the reply to all such queries on the same communication channel (e-procurement portal/NMCG website) through which queries received.
- 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 Proposal, the NMCG may, for any reason, whether at its own initiative or in response to clarifications requested by an applicant, modify the RFP document by the issuance of Addendum.
- 5.2 In order to afford the applicants a reasonable time for taking an amendment into account, or for any other reason, the NMCG may, in its sole discretion, extend the proposal submission date.

6. Pre-Proposal Meeting

- 6.1 To clarify and discuss issues with respect to the Project and the RFP, a Pre-Proposal meeting (“Pre-Proposal Meeting”) will be conducted virtually (online) on the date and time specified in Clause 18.
- 6.2 Attendance of the applicants at the Pre-Proposal Meeting is not mandatory. NMCG will endeavor to respond to all queries received from all applicants, irrespective of attendance of the applicants in the Pre-Proposal Meeting.

7. Format and Signing of RFP

- 7.1 The documents comprising the RFP shall be typed and all pages of the proposal shall be signed by a person duly authorized to sign on behalf of the applicant.
- 7.2 The proposal 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 applicants, in which case such corrections shall be initialed/signed by the person signing the proposal.

8. Submission of Proposal

- 8.1 The applicants shall submit the electronic copy of the Proposal (with all pages numbered serially and by giving an index of submissions) through e-procurement portal/Central public procurement portal (CPPP) after digitally signing of all the documents.
- 8.2 The applicants shall upload the Technical Proposal and the Financial Proposal separately by using the appropriate sections on e-procurement portal/CPPP.
- 8.3 The Proposal shall be made in the forms specified in this RFP. Any attachment to such forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 8.4 The rates quoted shall be firm throughout the period of performance of the assignment and discharge of all obligations of the agency under the Contract.

8.5 RFP submission shall comprise two separate envelopes / files:

- a) Envelope-I: Technical Proposal (No Price Information)
 - Covering Letter
 - Agency Profile
 - Relevant Experience and Financial capabilities along with supporting document.
 - Declarations & Undertakings
- b) Envelope-II: Financial Proposal (Position-wise Quote)
 - Applicant can submit the financial quote completely or partial as per their choice.
 - Man-Day rate (INR) **per position**, inclusive of salary, statutory dues, overheads, agency charges and any other charges.
 - GST, as applicable, to be quoted separately in respective field.

9. **Validity of Proposal**

The proposal must remain valid and open for acceptance for a period of 180 [*One Hundred and Eighty Days*] from the date of opening of Proposal or any extension thereof prescribed by the NMCG for the receipt of Proposals. A Proposal valid for a shorter period shall be rejected by the NMCG as being non-responsive.

10. **Proposal Due Date**

- 10.1 Proposal should be submitted on or before the specified time on Proposal Due Date.
- 10.2 The NMCG may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum.

11. **Late and Delayed Proposals**

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

12. **Opening and Evaluation of Technical Proposal**

- 12.1 The electronic “Technical Proposals” shall be opened first, through e-procurement portal/CPPP on the date and time specified in clause 18. The “Financial Proposals” shall remain unopened in the e-procurement portal/CPPP, until the subsequent public opening following the evaluation of the Technical Proposals.
- 12.2 The Technical Proposal of the applicant would be evaluated as per the eligibility criteria set out in the RFP document. Proposals will be evaluated based on the information submitted by the applicants. However, NMCG reserves the right to seek clarification/documents from the applicants, if NMCG considers it necessary for proper assessment of the proposal.
- 12.3 The Technical Proposals will be evaluated based on eligibility criteria and only those applicants whose technical proposal meet the requirement shall qualify for further evaluation.

13. **Opening of Financial Proposals and Final Evaluation**

- 13.1 The electronic “Financial Proposals” of the technically qualified applicants shall be opened, through e-procurement portal/CPPP on the date and time specified.

- 13.2 For each position, who quoted lowest rate shall consider for empanelment for that particular position. The same will be followed for all the positions.
- 13.3 Other applicants who meet the eligibility and technical requirements shall be given an opportunity to match the L1 rate. All applicants who agree to match the L1 rate shall also be included in the panel for the respective position.

14. NMCG Right to accept any RFP and to reject any or all RFP

- 14.1 NMCG is not bound to accept the lowest quote or any RFP and may at any time by giving notice in writing terminate the empanelment process.
- 14.2 NMCG may terminate the contract/cancel the work order if it is found that the applicants are blacklisted on previous occasions by any of the central/state government ministry/ department/ institutions/local bodies/municipalities/PSUs, etc.
- 14.3 NMCG may also terminate the contract/cancel the work order in the event the Successful applicants fails to furnish the performance security or fails to execute the contract.

15. Award of Contract

- 15.1 NMCG will issue a Letter of Empanelment and work order to the empaneled agency during the period of empanelment.
- 15.2 The selected empaneled agencies shall submit Performance Security for an amount of ₹10,00,000/- (Rupees Ten Lakh only) along with their acceptance of the Letter of Empanelment. The format for submission of the Performance Security is provided at Annexure-IX.
- 15.3 Deployment shall commence within the 15 days of issuance of work order.
- 15.4 NMCG reserves the right to select any empaneled agency for deployment of personnel based on project specific requirements, availability and performance considerations.
- 15.5 If agencies shall fail to deploy experts within 15 days of issuance of work order, NMCG reserve the right to impose the penalties / forfeit the PBG.

16. Performance Security

The Successful Applicants shall be required to furnish a Performance Security within 7 days after issuance of work order (The Applicant shall furnish a Performance Security equivalent to 5% of the value of work order. The Performance Security shall be submitted separately for each work order, as and when the work order is issued. 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. In case the contract period is extended further, the validity of Performance Security shall also be extended by the Successful applicant accordingly. The format for BG for Performance Security is provided at **Annexure-IX**.

Failure of the Successful applicants to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and other actions as deemed necessary.

17. Integrity Pact

- 17.1 The Bidder shall, as part of its Bid, unconditionally accept the “Integrity Pact (IP)” (executed on plain paper) as per **Annexure-VI** of the RFP and submit the same, duly signed on all pages by the Bidder’s authorized signatory, along with the Bid.
- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 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.
- 17.6 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.
- 17.7 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.

18. Schedule of Selection Process

NMCG would endeavour to adhere to the following schedule:

S. No.	Event Description	Date and Time
1.	RFP Publish date	16.10.2026
2.	Pre-proposal Conference by Virtual Meeting Platform	Friday, 23 Oct 2026: 15:00–16:00 Google Meet joining info Video call link: https://meet.google.com/vwh-iwma-ehd Or dial: +1 402-683-0151 PIN: 581 562 260# More phone numbers: https://tel.meet/vwh-iwma-ehd?pin=6725499642520
3.	RFP Submission end date & time	09.11.2026 (03:00 pm)
5.	Opening of RFP (Technical)	09.11.2026 (04:00 pm)
6.	Opening of Financial Proposal	To be informed later
7.	Signing of Agreement	Within 15 days of acceptance of work order
8.	Validity of Proposal	180 days from Proposal Due Date

19. Communications

Communications shall be addressed to:
National Mission for Clean Ganga,
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi – 110002
Phone: 91-11-23072900-901
E-mail: tl.procurement@nmcg.nic.in

III. Eligibility Criteria and Evaluation Methodology

A) Eligibility Criteria

The agencies emplaned for the above-stated purpose should fulfill the following criteria:

i) Legal Status

The Agency shall be a legally registered entity in India, such as a Company / LLP / Partnership Firm / Proprietorship. (Supporting document/s to be submitted along with Technical Proposal)

ii) Technical Experience

A. The Agency should have a minimum of seven (07) years of experience in providing Project Management Consultancy (PMC) / Detailed Design / Design Engineering / Construction Supervision Consultancy / Owner's Engineer services for sewerage schemes or sewerage systems that include consultancy assignments related to construction of Sewage Treatment Plants (STP) / Effluent Treatment Plants (ETP) / Common Effluent Treatment Plants (CETP) / Water Treatment Plants (WTP), meeting at least one of the following minimum capacity criteria (Supporting document/s to be submitted along with Technical Proposal) :

a) At least one (1) plant of minimum 50 MLD capacity, or

b) At least two (2) plants of minimum 20 MLD capacity each, or

c) At least three (3) plants of minimum 10 MLD capacity each.

B. The Bidder should have, over the past 7 (Seven) years preceding the Bid Due Date, has completed a minimum of 1 (one) *engineering consultancy assignment, Project Management Consultancy (PMC) / Detailed Design / Design Engineering / Construction Supervision Consultancy / Owner's Engineer services for sewerage schemes or sewerage systems that include consultancy assignments related to construction of Sewage Treatment Plants (STP) / Effluent Treatment Plants (ETP) / Common Effluent Treatment Plants (CETP) / Water Treatment Plants (WTP) projects for government sector in India, each such project worth equal to or more than INR 100 crores having 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.

iii) Financial Capacity

The Agency shall have a minimum average annual turnover of not less than INR 9 crore during the last three (3) financial years (Supporting document/s to be submitted along with Technical Proposal).

iv) Blacklisting

The Agency should not have been blacklisted or debarred by any Central/State Government, Public Sector Undertaking (PSU), Autonomous Body, or Statutory Authority as on the date of submission of the proposal. The format for declaration regarding Blacklisting is at **Annexure-IV**.

v) **Integrity pact:**

The Agency is required to submit a duly signed Integrity Pact Declaration along with its Technical Proposal. Submission of the Integrity Pact is a mandatory preliminary qualification condition. Any Agency not submitting the Integrity Pact declaration in the prescribed format shall be summarily rejected and its bid shall not be considered for further evaluation. The Integrity Pact Declaration shall be submitted on the Agency's letterhead and signed by the Authorized Signatory. The format for declaration regarding Integrity pact is at **Annexure-V** and Integrity pact format is provided at **Annexure-VI**.

B) Evaluation Methodology

i) Stage 1: Technical Evaluation

The Technical Evaluation of the RFP shall be carried out in accordance with the eligibility criteria specified at Clause III (A) – Eligibility Criteria. Applicants who meet the prescribed eligibility criteria are found technically qualified during the technical evaluation and shall be declared eligible for opening of their Financial Proposal.

ii) Stage 2: Financial Evaluation (L1 Selection – Position-wise)

- I) Financial proposals shall be opened after technical evaluation.
- II) After technical evaluation those applicants who technically qualified during the technical evaluation are eligible for opening of their Financial Proposal.
- III) For each position, who quoted lowest rate shall consider for empanelment for that particular position.
- IV) Other applicants who meet the eligibility and technical requirements shall be given an opportunity to match the L1 rate. All applicants who agree to match the L1 rate shall also be included in the panel for the respective position.
- V) NMCG may empanel one or more agencies per position based on requirement

IV. TERMS OF REFERENCE

1. Background

- a) The National Mission for Clean Ganga (NMCG), under the Ministry of Jal Shakti, Government of India, is implementing a large number of Sewerage Infrastructure Projects under the NMCG across various States in the Ganga river basin. These projects involve planning, design, construction, operation, and maintenance of wastewater management infrastructure and require continuous technical oversight and project management support.
- b) Implementation and monitoring of NMCG projects demand deployment of professionals in project engineering, construction supervision, contract and claims management, quality assurance, environmental and safety compliance, and performance monitoring throughout the project duration.
- c) NMCG is engaging an agency as Project Engineer to monitor the activities of the concessionaire at site. As part of the condition precedent under the concessionaire agreement for NMCG projects, and with a view to ensuring smooth and timely execution of the works, NMCG is required to float a tender for the engagement of an Independent Project Engineer.
- d) Moreover, based on past experience, it has been observed that Project Engineers have not consistently deployed the designated Key and Non-Key personnel, nor ensured effective monitoring of site activities in accordance with contractual provisions. This has adversely affected the quality of supervision and the overall progress of works.
- e) In view of the above, the National Mission for Clean Ganga (NMCG) has decided to undertake empanelment of **Position/Experts wise agencies**, to providing services in Project Engineering for NMCG projects of NMCG.

2. Objective of Empanelment of Agency

The objective of this empanelment is to establish a panel of technically competent agencies capable of deploying professional as per the requirements of the National Mission for Clean Ganga (NMCG).

The empanelment is intended to ensure that, the selected agency shall have to deploying professionals Ganga and its tributaries basin states as per NMCG requirement during the period of embalmment. This mechanism will enable NMCG to engage experts/engineer on a project-specific and need-based basis.

The empanelment aims to facilitate timely execution of projects and to strengthen field-level supervision, quality assurance, progress tracking, and compliance monitoring.

Further, empanelment also support for progress review, field inspection, decision-making, project related reports and timely identification and escalation of implemented-related issues.

3. Scope of Services

The Empanelment Agencies (EA) shall provide Experts/Engineer personnel to NMCG on as and when required basis for providing support various projects at different field locations across the Ganga and its tributaries river basin areas states.

3.1 Deployment of qualified and experienced Experts/Engineers in following disciplines as per the requirements specified by NMCG from time to time, at different project sites.

S. No	Category	Experts	Job description
1	Team Lead	Senior Civil Engineer cum Waste Water Expert Designated as team leader	a. Overall, in-charge of the team of experts deployed for the assigned projects, responsible for supervision, coordination, monitoring, review civil and structural designs, drawings, BOQs, specifications, and design calculations related to STPs, pumping stations, sewer networks, rising mains, and allied infrastructure to ensure compliance with approved standards and NMCG requirements and reporting of all project activities, and shall directly report to NMCG. b. Monitor physical and financial progress of projects against approved milestones, supervise construction activities, conduct field-level inspections, ensure adherence to approved designs, specifications, quality standards, timelines, statutory provisions, environmental health & safety requirements, and compliance with applicable laws. c. Coordinate with contractors, executing agencies, consultants, and other stakeholders for smooth execution of works, participate in site meetings, review meetings, and inter-agency coordination forums, and promptly inform NMCG regarding any issues, delays, risks, or deviations during project execution. d. Measurement verification, certification of civil works, review of contractor claims, variations and change orders, prepare inspection reports, technical notes, and periodic progress reports, and submit to the NMCG. Need to provide inputs on construction plan, billing breakup provided by concessionaire/contractor, Review quality assurance testing reports, Factory inspection, if required. e. TL is required to assess the requirement schedule of other experts as per the project requirements and raise the demand to SEA and NMCG for deployment, required to recommend milestone payments and also Liquidated damages and keep track of entire payments under the project, required to keep the record of hindrances causing project delays and recommend time extensions accordingly. f. Providing feedback to NMCG on team members, if required and any other task/assignment assigned by NMCG. g. Any other task/assignment assigned by NMCG.

S. No	Category	Experts	Job description
2	Senior Experts	a. Process Experts b. Mechanical Engineer	a. Process Engineer shall report to the Team Leader of the assigned project and provide process engineering support for planning, design review, construction, commissioning, operation, and performance monitoring of STPs, pumping stations, and associated treatment units. b. Review and evaluate process designs, hydraulic profiles, process flow diagrams, treatment schemes, and operational parameters to ensure compliance with NMCG requirements, environmental regulations, statutory provisions, safety norms, chemical handling procedures, and sludge management practices, while coordinating with civil, mechanical, electrical, and instrumentation experts for integrated project execution. c. Prepare and review process-related technical notes, inspection reports, and periodic progress reports, provide technical support during site meetings, design review meetings, and discussions with contractors, executing agencies, and other stakeholders, and submit all required reports and recommendations to the Team Leader. d. Any other task/assignment assigned by NMCG. a. Mechanical Engineer shall report to the Team Leader of the assigned project and provide mechanical engineering support for planning, construction supervision, installation, erection, testing, commissioning, trial runs, and performance monitoring of mechanical equipment under the assigned project, also provide inputs on construction plan, billing breakup provided by concessionaire/contractor b. Supervise and monitor installation, erection, testing, commissioning, and progress of mechanical works to ensure compliance with approved drawings, technical specifications, quality standards, safety norms, and construction schedules, identify deviations or delays, recommend corrective measures to the Team Leader, NMCG and state executing agency, and coordinate with civil, electrical, process, and instrumentation engineers for integrated execution and interface management. c. Support testing, commissioning, trial runs, performance guarantee tests, and troubleshooting of mechanical and operational issues, review

S. No	Category	Experts	Job description
			contractor submissions including method statements, QA/QC documents, O&M manuals, and as-built drawings, and prepare and submit inspection reports, progress updates, technical notes, and other relevant documentation to the Team Leader. d. Responsible for the review of mechanical equipment designs / data sheet etc. and provide recommendations, Factory inspections, if required and any other task/assignment assigned by NMCG.
		c. Electrical Engineer	a. Electrical Engineer shall report to the Team Leader of the assigned project and provide electrical engineering support for planning, design review, construction supervision, installation, testing, commissioning, and operation of electrical systems under the assigned project, including review of electrical designs, drawings, and equipment specifications. b. Supervise and monitor installation, testing, commissioning, and progress of electrical works to ensure compliance with approved designs, technical specifications, quality standards, safety norms, and project timelines, identify deviations or delays, recommend corrective measures, and coordinate with mechanical, civil, process, and instrumentation teams for integrated execution and interface management of the works. c. Support commissioning, trial runs, and troubleshooting of electrical systems, review contractor submissions and related technical documents, and prepare and submit inspection reports, progress updates, technical notes, and other relevant inputs to the Team Leader as required under the Contract. d. Any other task/assignment assigned by NMCG.
		d. Instrumentation/ SCADA Experts	a. Instrumentation Engineer shall report to the Team Leader of the assigned project and provide instrumentation support, including review of instrumentation and control system designs, drawings, specifications, and I&C architecture for the project. b. Supervise installation, calibration, testing, commissioning, trial runs, and troubleshooting of field instruments, PLC/SCADA systems, control panels, and communication networks, while monitoring progress of instrumentation works, identifying deviations, and recommending corrective actions. c. Coordinate with electrical, mechanical, process, and civil engineers for integrated execution of works, review contractor submissions, and submit inspection reports, progress updates, and technical inputs to the Team Leader. d. Any other task /assignment assigned by NMCG.

S. No	Category	Experts	Job description
		e. Structural Engineer	a. Structural Engineer shall report to the Team Leader of the assigned project and review structural designs, drawings, and design calculations for the project. b. Monitor and supervise structural construction works, ensuring adherence to approved designs, quality standards, safety norms, and construction schedules, identify structural deviations, design issues, construction deficiencies, and deviations in instrumentation works, and recommend corrective measures/actions. c. Coordinate with civil, mechanical, electrical, process, and instrumentation engineers for integrated execution of works, and submit structural test reports, inspection reports, progress updates, and technical inputs to the Team Leader. d. Any other task/assignment assigned by NMCG.
		f. Quality Control Expert	a. Quality Control Expert shall report to the Team Leader of the assigned project and establish, implement, and monitor quality assurance and quality control (QA/QC) systems for the project. b. Review and approve contractor QA/QC documents, inspection and test plans (ITPs), method statements, material submittals, laboratory test results, and site inspection records, conduct site inspections, audits, and quality checks to ensure compliance with approved designs, standards, workmanship requirements, and quality assurance/quality control of project works. c. Identify non-conformities, issue corrective action recommendations, monitor closure of quality-related observations, and prepare and submit quality inspection reports, audit findings, quality compliance summaries, and other technical inputs to the Team Leader. d. Any other task/assignment assigned by NMCG.
		g. O & M Experts	a. O&M Engineer shall report to the Team Leader of the assigned project and provide technical support for operation and maintenance planning of the project. b. Review O&M manuals, SOPs, maintenance schedules, and staffing plans submitted by contractors to ensure compliance with NMCG requirements, and monitor O&M activities, operational performance, effluent quality, uptime, and service level benchmarks during the O&M period. c. Identify operational issues, maintenance deficiencies, and performance risks, recommend corrective and preventive measures, and review O&M reports and submit performance observations, recommendations, and technical inputs to the Team Leader. Responsible for assessing and reporting

S. No	Category	Experts	Job description
			compliance with the KPIs of STPs, Pumping Stations, Review and recommend levy of LD, wherever required. d. Any other task/Assignment assigned by NMCG.
3	Support Experts	a. Safety Expert	a. Safety Expert shall report to the Team Leader of the assigned project and develop, implement, and monitor Environment, Health and Safety (EHS) systems for the project. b. Review and monitor contractor safety plans, risk assessments, method statements, and emergency response procedures, Incident examination and reporting, conduct site safety inspections, audits, and toolbox talks to ensure compliance with safety norms and safe work practices, and identify unsafe acts/conditions, recommend corrective actions, and monitor closure of safety observations. c. Coordinate with other experts and site teams to promote safety awareness and compliance across all project activities, and prepare and submit safety inspection reports, incident analyses, compliance summaries, and technical inputs to the Team Leader/NMCG/State Executing Agency. d. Any other task/Assignment assigned by NMCG.
		b. Engineer cum Estimator	a. Engineer cum Estimator shall report to Team Leader of assigned project and assist in measurement verification, billing certification, and cost control during execution of works. b. Review contractor estimates, variation proposals, change orders, monitor cost progress against approved budgets and milestones, and identify cost overruns or savings and provide technical and cost recommendations to the Team Leader. c. Any other task/assignment assigned by NMCG.
		c. Civil Engineer	a. Civil Engineer shall report to the Team Leader of the assigned project and supervise and monitor civil construction activities at site to ensure adherence to approved designs, quality standards, safety norms, and construction schedules. b. Monitor physical progress of civil works against approved milestones and timelines, identify delays or deviations, recommend corrective measures to the Team Leader, and assist in certification of civil works, measurement verification, and review of contractor claims, variations, and change orders, as required under the contract. c. Prepare technical notes, inspection reports, periodic progress reports, and other technical inputs, and submit the same to the Team Leader. Any other task/assignment assigned by NMCG.
		d. Mechanical Engineer	a. Mechanical Engineer shall report to the Team Leader of the assigned project and supervise

S. No	Category	Experts	Job description
			installation, erection, testing, and commissioning of mechanical equipment of the project, ensuring adherence to approved drawings, quality standards, safety norms, and construction schedules, while monitoring progress of mechanical works, identifying deviations or delays, and recommending corrective actions to the Team Leader and NMCG. b. Support testing, commissioning, trial runs, and performance guarantee tests, assist in troubleshooting mechanical and operational issues, and prepare and submit inspection reports, progress updates, and technical inputs to the Team Leader. c. Any other task/assignment assigned by NMCG.
		e. Coordinator	a. MIS Co-ordinator shall report to the Team Leader of the assigned project and establish, maintain, and manage the Management Information System (MIS) for monitoring physical and financial progress of the project, including compilation, validation, and updating of project data, dashboards, and periodic MIS reports for submission to the Team Leader. b. Ensure timely circulation, version control, and retrieval of project documents among stakeholders, coordinate with other experts to collect inputs and ensure accuracy and completeness of records, and support audits, reviews, and reporting requirements by providing timely and accurate project documentation and MIS outputs. c. Any other task/assignment assigned by NMCG.

3.2 The scope of services for deployed manpower shall include, but not be limited to, the following:

- a) Field-level supervision and monitoring of ongoing works to ensure adherence to approved designs, specifications, timelines, and quality standards.
- b) Review, analysis and qualifying assessment of field investigations carried out and reported by the Concessionaire in respect of topographical surveys, hydraulic & hydrologic data verification, sub-surface investigation including laboratory testing and reports of geologists wherever applicable, investigation of construction material including lab testing.
- c) Coordination with contractors, executing agencies, and other stakeholders for smooth execution of works. Support in site meetings, review meetings, and inter-agency coordination forums.
- d) Monitoring compliance with quality control procedures, safety norms, and statutory requirements.
- e) All concerned experts shall have co-ordinate with designated TL of assigned project.
- f) Verification of test results, inspection reports, and quality assurance documentation. Assistance in ensuring compliance with environmental, social, and regulatory conditions applicable to the project.
- g) Preparation and submission of periodic progress reports, site inspection notes, and technical summaries.

- h) All the experts shall submit the Report to Team leader. Team Leader shall consolidate all the reports and submit to NMCG.
- i) Environment Health and Safety Plan, material safety data and hazardous chemicals if any.
- j) Ensure compliance with Statutory provisions under various applicable laws
- k) Determining, as required under the Concession Agreement, the costs of any works or services and/or their reasonableness;
- l) Determining, as required under the Concession Agreement, the period or any extension thereof, for performing any duty or obligation;
- m) Monitoring physical and financial progress of projects against approved milestones.
- n) Any other specific assignments related to wastewater projects as per the directions of the competent authority in the NMCG.

4. Qualification and Experience Details of experts/engineer

Qualification and Experience details of Experts/Engineers are already mentioned below

S. No	Category	Experts	Educational Qualification	Experience required
1	Team Lead	Senior Civil Engineer cum Waste Water Expert (Designated as team leader)	Master's in Engineering (Civil Engineering) preferably in Environmental Engineering.	Should have at least 12 years of experience in Sewage/ Wastewater treatment projects. Should have undertaken planning, design, and construction supervision of / STP and Sewerage Network.
2	Senior Experts	a. Process Experts	Post-graduation in Public Health/Environmental Engineering/ Chemical Engineering/ Bio technology or Equivalent	Should be Wastewater Treatment Process Expert with more than 10 years of overall experience, of which at least 5 years as Process Design Engineer in STP construction. He should have undertaken the process design and construction/ Review and Monitoring of construction of Sewage Treatment Plant (STP)/Effluent Treatment Plant(ETP)/Common Effluent Treatment Plant(CETP).
		b. Mechanical Engineer	Master's / Bachelor's Degree in Mechanical Engineering	<u>For Graduate:</u> Should have more than 8 years of experience of in supervising, installation and testing of pumps and associated equipment and plant. He should have undertaken the supervision of installation/ installation & testing of mechanical equipment/pumps and associated components of Sewage Treatment Plant (STP)/Effluent Treatment Plant (ETP)/Common Effluent Treatment Plant (CETP)/Water Treatment Plant (WTP) <u>For Post-Graduate:</u> Should have more than 5 years of experience of in supervising, installation and testing of pumps and associated equipment and plant.

S. No	Category	Experts	Educational Qualification	Experience required
				He should have undertaken the supervision of installation/ installation & testing of mechanical equipment/pumps and associated components of Sewage Treatment Plant (STP)/Effluent Treatment Plant (ETP)/Common Effluent Treatment Plant (CETP)/Water Treatment Plant (WTP).
		c. Electrical Engineer	Master's / Bachelor's Degree in Electrical Engineering	<u>For Graduate:</u> Should have more than 8 years of experience in supervising electrical installations and instrumentation related to power driven equipment. He should have undertaken supervision of installation /installation of electrical installations / components / instrumentation of Sewage Treatment Plant (STP)/Effluent Treatment Plant (ETP)/Common Effluent Treatment Plant (CETP)/Water Treatment Plant (WTP). <u>For Post-Graduate:</u> Should have more than 8 years of experience in supervising electrical installations and instrumentation related to power driven equipment. He should have undertaken supervision of installation /installation of electrical installations / components / instrumentation of Sewage Treatment Plant (STP)/Effluent Treatment Plant (ETP)/Common Effluent Treatment Plant (CETP)/Water Treatment Plant (WTP).
		d. Instrumentation Engineer	Master's / Bachelor's in Electronics and Instrumentation	<u>For Graduate:</u> Should have at least 8 years of experience in Municipal/ domestic wastewater treatment facilities, out of which at least 2 years should be in Operation and Maintenance experience in STPs/SCADA. <u>For Post-Graduate:</u> Should have at least 5 years of experience in Municipal/ domestic wastewater treatment facilities, out of which at least 2 years should be in Operation and Maintenance experience in STPs/SCADA.
		e. Structural Engineer	Master's / Bachelor's in Structural Engineering	<u>For Graduate:</u> Should be a Civil Engineer in the field of Structural design with more than 8 years of overall experience. He should have undertaken structural design in the infrastructure sector. <u>For Post-Graduate:</u> Should be a Civil Engineer in the field of Structural design with more than 5 years of overall experience. He should have undertaken structural design in the infrastructure sector.
		f. Quality Control Expert	Master's / Bachelor's Degree in Civil Engineering	<u>For Graduate:</u> Should be a Civil Engineer in the field of civil construction/Infra projects with more than 8 years of overall experience in

S. No	Category	Experts	Educational Qualification	Experience required
				construction quality assurance and quality control. <u>For Post-Graduate:</u> Should be a Civil Engineer in the field of civil construction/Infra projects with more than 8 years of overall experience in construction quality assurance and quality control.
		g. O & M Expert	Master's / Bachelor's in Civil Engineering preferably in Environmental Engineering.	<u>For Graduate:</u> Should have at least 8 years of experience in Municipal/ domestic wastewater treatment facilities, out of which at least 3 years should be in Operation and Maintenance experience in STPs/SCADA. <u>For Post-Graduate:</u> Should have at least 5 years of experience in Municipal/ domestic wastewater treatment facilities, out of which at least 3 years should be in Operation and Maintenance experience in STPs/SCADA.
3	Support Experts	Safety Expert	Graduate/Post graduate in Engineering/ Science/ Arts/ Commerce	Must be a licensed/registered Safety Engineer or with a Post Graduate Diploma in Environment, Health & Safety /Fire Engineering and Industrial Safety Management. The personnel shall have more than 7 years of overall experience in the field of infrastructure/industrial safety.
		Engineer cum Estimator	Diploma/ Graduate in Civil Engineering	<u>For Graduate Engineers:</u> Should have more than 5 years of experience, in Construction of sewage/water treatment plant /infra projects. <u>For Diploma Engineers:</u> Should have more than 10 years of experience, Construction of in sewage/water treatment plant /infra projects.
		Civil Engineer	Graduation in Civil Engineering	Should have at least 3 years of experience in construction/ supervision of construction in STP/WTP projects.
		Mechanical Engineer	Graduation in Mechanical Engineering	Should have at least 3 years of experience in supervising, installation and testing of pumps and associated equipment in STPs/WTPs.
		Coordinator	B-TECH/M-Tech in Computer Science engineering/IT.	<u>For Graduate:</u> Should have more than 8 years of work experience in technology management, and demonstrated skills in configuration management/ data management, systems integration. Should have at least 3 years of experience in analyzing large-scale data and produce meaningful insights for decision making. Must have knowledge in advanced data analytic software. <u>For Post-Graduate:</u> Should have more than 5 years of work experience in technology management, and demonstrated skills in

S. No	Category	Experts	Educational Qualification	Experience required
				configuration management/ data management, systems integration. Should have at least 3 years of experience in analyzing large-scale data and produce meaningful insights for decision making. Must have knowledge in advanced data analytic software.

5. Roles and Responsibilities of Empaneled Agency

The empaneled agency shall:

- Identify, screen, and deploy qualified personnel strictly as per qualification and experience prescribed in TOR by NMCG.
- Ensure timely deployment and replacement of personnel, if required.
- Manage payroll, statutory compliances, insurance, and other employer-related obligations.
- Ensure confidentiality and integrity of data, documents, and information accessed by deployed personnel.
- Ensure adherence to applicable labour laws, rules, and regulations.

6. Roles and Responsibilities of NMCG

- NMCG assigned min 3 (three) assignment to the agency. Empanelment shall not guarantee any minimum volume of work.
- Define the requirement, qualification, experience, and duration of engagement of personnel.
- Provide necessary work space, access, and supervision to deployed personnel.
- Make payments to the agency as per agreed terms and satisfactory performance.
- Performance of deployed personnel shall be reviewed periodically by NMCG. Unsatisfactory performance may lead to replacement or termination of personnel.

7. Empanelment Process

- Agencies that meet the eligibility criteria specified in Section III (a) of the RFP are found technically qualified during the technical evaluation and shall be declared eligible for opening of their Financial Proposal.
- After opening of financial proposal, Empanelment for each expert position shall be carried out on the basis of the lowest quoted rate (L1) received from the technically qualified applicants against each respective expert position.
- Other applicants who meet the eligibility criteria shall be given an opportunity to match the L1 rate. All applicants who agree to match the L1 rate shall also be included in the panel for the respective position.

8. Deployment Mechanism

- NMCG shall issue work orders to each specific assignment to the empaneled agency for the deployment of personnel, as per the requirement.
- The empaneled agency shall ensure that the deployment of the selected expert(s) commences within fifteen (15) days from the date of issuance of the specific work orders.

- c) NMCG reserves the right to select any empanelled agency for the deployment of personnel on prorata basis, taking into consideration project-specific requirements, the availability and suitability of experts, and the agency's past performance.
- d) In the event that the empanelled agency fails to deploy the required expert(s) within fifteen (15) days from the date of issuance of the work order, NMCG reserves the right to impose penalties and/or forfeit the Performance Bank Guarantee (PBG), in accordance with the provisions of the RFP/Agreement.

9. Substitution of Proposed experts/engineers

The NMCG will not consider substitution of experts/engineers except for reasons not attributable to the Empanelled Agencies such as any medical incapacity/death.

Substitution shall ordinarily be subject to equally or better qualified and experienced experts/engineers being provided to the satisfaction of the NMCG. Maximum of one substitution of experts/engineers against a work order for Engagement of Expert(s) on account of medical incapacity/death shall be applicable without penalty during the contract period. For substitutions against reasons other than mentioned above, a sum – up to 5% (Five per cent) of the total remuneration specified for the original experts/engineer may be deducted from the payments due to the Empanelled Agencies. In the case of a further substitutions hereunder, such deduction shall be up to 10% (Ten per cent) of the total remuneration specified for the original experts/engineer for each substitution. However, NMCG reserve the right to waive off or reduce the deduction in fee on the basis of merits of the case.

10. Payment Terms

- a) The empaneled agency shall submit a monthly invoice along with the following supporting documents:
 - i. Certified attendance sheet
 - ii. Monthly progress / activity report
- b) Payment shall be made on a monthly basis according to the actual deployment of the expert(s) during the months against verified attendance and performance.
- c) Payments shall be released within 30 (thirty) days from the date of receipt of complete and correct invoice, subject to:
 - i. Acceptance of deliverables by NMCG; and
 - ii. Certification of satisfactory performance by the authorized officer.
- d) The experts/engineers shall not be entitled to be paid for overtime nor to take paid casual leave, sick leave or vacation leave except as NMCG Holiday, and the Empanelled Agency's remuneration shall be deemed to cover these items. All leave to be allowed to the experts/engineers is excluded from the man days of service. Any taking of leave by any experts/engineers for a period exceeding 7 (seven) days shall be subject to the prior approval of the NMCG, and the Empanelled Agency shall ensure that any absence on leave will not delay the progress and quality of the Services.
- e) The travel and accommodation cost will be reimbursed as per provision of NMCG.
- f) Project-related travel expenses of the deployed experts/engineers shall be reimbursed only after prior approval of NMCG and upon submission of valid documentary evidence.

- g) Any reimbursement claim, if applicable, shall be submitted on a monthly basis and shall be subject to verification and approval by NMCG. No claim shall be admissible without prior approval and supporting documents.

11. Liquidated Damages (Penalty Clause):

- a) In the event of failure by the empaneled agency to deploy the expert within the 15 days after issuance of the work order, Liquidated Damages (LD) shall be levied at the rate of 0.5% (zero point five percent) of the monthly remuneration of the respective expert per week of delay, or part thereof, subject to a maximum of 10% of the monthly remuneration.
- b) If the empaneled agency fails to deploy the expert even after a delay of four (4) weeks, or withdraws the expert without prior approval of NMCG, NMCG shall have the right to:
 - i. Cancel the deployment order for that expert and forfeit the PBG submitted by the agency. and
 - ii. Engage the expert from another empaneled agency.
- c) In case the deployed expert is found to be ineligible, unsuitable, or non-performing, and the agency fails to replace the expert within the stipulated time period as communicated by NMCG, LD shall be levied at the rate specified in Clause (a) above until suitable replacement is deployed.
- d) Repeated default by an empanelled agency, including failure to deploy experts, frequent replacements, or poor performance, may result in suspension or removal of the agency from the empanelment and banned for future tender of NMCG for 2 years.

V. GENERAL TERMS & CONDITIONS

1. Conflict of Interest

- a) Agencies/Applicants shall not have any conflict of interest that may affect the selection process or performance of Project Engineer services. Any conflict shall lead to disqualification and forfeiture of Bid Security.
- b) Deployed Engineers/Experts shall provide professional, objective, and impartial advice and at all times hold the NMCG's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.
- c) Agencies/Applicant and their deployed personnel shall not accept or undertake any assignment that conflicts with their current or prior obligations or adversely affects their ability to serve NMCG.
- d) Agencies/Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the NMCG in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the NMCG in accordance with the rules of the NMCG.
- e) Agencies/Applicant, their personnel, or associates shall not undertake parallel consulting assignments that conflict with the scope or objectives of Project Engineer services for NMCG.
- f) Use of the same legal representative, sharing of proposal-related information, or ability to influence another applicant's proposal shall be treated as a conflict.
- g) Any direct or indirect subsidy, grant, or financial support received from another applicant or its associate shall constitute a conflict of interest.
- h) Agencies engaged in providing goods, works, or services for a project shall not provide Project Engineer/consultancy services for the same project, and vice versa, except where expressly permitted.
- i) Any ownership, control, or financial linkage between the Project Engineer agency and project contractors/concessionaires beyond prescribed thresholds shall be treated as a conflict.
- j) Agencies appointed for Project Engineer services, and their associates, shall not provide goods, works, or services related to the same project during the assignment and for five (5) years after completion, except as permitted by NMCG rules.
- k) The above restriction shall not apply to consultancy/advisory services continued or subsequently assigned by NMCG in accordance with its rules.

2. Integrity Pact and Vigilance Provisions

- a) Integrity Pact provisions, as prescribed by the Government of India/CVC, shall be applicable wherever required.
- b) The agency shall not engage in any corrupt, fraudulent, collusive, coercive, or obstructive practices, including but not limited to offering or soliciting bribes, inducements, or undue advantages during the RFP process or execution of assignments.

- c) NMCG reserves the right to refer any matter related to vigilance, misconduct, or violation of integrity provisions to appropriate authorities including the Central Vigilance Commission (CVC) or other statutory agencies.
- d) Any violation of integrity or vigilance provisions shall render the agency liable for rejection of RFP, termination of empanelment/contract, forfeiture of security (if any), and debarment from future tenders of NMCG/Ministry of Jal Shakti for a specified period.

3. Confidentiality and Data Security

- a) The agencies and their experts/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 agencies and the Personnel; any information provided by or relating to the NMCG, its technology, technical processes, business affairs or finances or any information relating to the NMCG's employees, officers or other professionals or suppliers, customers, or contractors of the NMCG; and any other information which the agencies 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.
- b) The agency shall maintain strict confidentiality of all documents, data, reports, drawings, software, correspondence, and information received from or generated for NMCG, whether in written, electronic, or any other form.
- c) Such information shall be used solely for the purpose of performing obligations under this RFP and subsequent engagements and shall not be disclosed to any third party without prior written consent of NMCG.
- d) The agency shall implement adequate administrative, technical, and physical safeguards to protect data against unauthorized access, loss, alteration, or disclosure, in accordance with applicable laws and Government of India guidelines.
- e) The confidentiality and data security obligations shall survive expiry or termination of empanelment or contract.

4. Fraud and Corrupt Practices

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the NMCG shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, the NMCG shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the NMCG for, *inter alia*, time, cost and effort of the NMCG, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

4.2 Without prejudice to the rights of the NMCG under Clause 4.1 hereinabove and the rights and remedies which the NMCG may have under the work order or the Agreement, if an Applicant, as the case may be, is found by the NMCG to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the work order or the execution of the Agreement, such Applicant shall not be eligible to participate in any tender or RFP issued by the NMCG during a period of 2 (two) years from the date such Applicant, as the case may be, is found by the NMCG to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NMCG who is or has been associated in any manner, directly or indirectly with the Selection Process or the work order or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NMCG, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the work order 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 work order or the Agreement, who at any time has been or is a legal, financial or technical project Engineer/adviser of the NMCG in relation to any matter concerning the project.
- b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the NMCG with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. Termination

- a) NMCG may, at any time, terminate the empanelment or any subsequent engagement, wholly or partially, for its convenience by giving 30 (thirty) days’ written notice to the agency, without assigning any reason and without incurring any liability.
- b) NMCG may terminate the empanelment or contract with immediate effect in case of:
 - i) Breach of any terms and conditions;
 - ii) Submission of false or misleading information;

- iii) Poor performance or non-deployment of qualified personnel;
- iv) Conflict of interest or violation of integrity provisions;
- v) Insolvency or winding up of the agency.
- c) Upon termination, the agency shall immediately cease to represent itself as an empaneled agency of NMCG and shall hand over all documents, data, and materials related to NMCG. Termination shall be without prejudice to any other rights or remedies available to NMCG.

6. General Terms & Conditions

- a) NMCG reserves the right to accept or reject any or all RFPs
 - b) NMCG may modify positions, quantities, or requirements
 - c) Deployed personnel shall work under the directions of NMCG / authorized representatives
 - d) Conflict of Interest, Integrity Pact, Confidentiality, and GoI norms shall apply
7. Based on the RFP applications/responses received, eligible institutions/organizations/agencies will be shortlisted for the position wise empanelment of agency.

Annexure-I: Proposal 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 ref No.

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

I/We, hereby declare that:

- (a) We are submitting herewith our Proposal, with the details as per the requirements of the RFP, for your evaluation and consideration.
- (b) We submitted the Bid Security 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 Proposal is unconditional.
- (e) I/We undertake that documents submitted are genuine/authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
- (f) We shall make available to the NMCG any additional information it may find necessary or require to clarify, supplement or authenticate the proposal.
- (g) Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between NMCG and us subject to the modifications, as may be mutually agreed to, between NMCG and us.
- (h) The Financial Proposal is being submitted separately by using the appropriate section on GeM portal. This Technical Proposal read with the Financial Proposal shall constitute the Proposal which shall be binding on us
- (i) We agree to keep this proposal valid for acceptance for a period of 180 days from the date of opening the proposal.

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of the Applicant)

Annexure-II: Information on Applicant's Organization

S. No.	Particulars	Details
1.	Name of the Applicant	
2.	Address of the Applicant	
3.	Incorporation status of the Applicant (Relevant Certificate to be submitted in Technical Proposal)	
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 proposal	
8.	Telephone No. (with STD Code)	
9.	E-mail id of the Contact Person	
10.	Fax No. (with STD Code)	
11.	Website (if any)	

.....

Name of the Applicant

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: _____

Date: _____

Annexure-III: Power of Attorney

(on non-judicial stamp paper of Rs. 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 Proposal for _____ including but not limited to signing and submission of all Proposals, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to the NMCG, representing us in all matters before the NMCG, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the NMCG in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Contract 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)

Annexure-IV: Performa of Affidavit for Blacklisting

(on non-judicial stamp paper of Rs. 100/-)

I _____ Proprietor/Director/Partner of the Agency M/s. _____ do hereby solemnly affirm that our Agency M/s. _____ has never been blacklisted/debarred by any Government department/Public Sector Undertaking/Private organisation 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 Applicant

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____

Date: _____

Annexure-V: Performa for Declaration regarding Integrity Pact

(on applicant letter head)

I/We hereby declare that:

1. I/We have read and understood the provisions of the **Integrity Pact** as prescribed by the National Mission for Clean Ganga (NMCG) and agree to abide by its terms and conditions in letter and spirit.
2. I/We confirm that I/We have not engaged, and shall not engage, in any corrupt, fraudulent, collusive, coercive, or obstructive practices, directly or indirectly, at any stage of the RFP, bidding, or execution of the assignment.
3. I/We undertake that no payment, gift, consideration, or benefit of any kind has been or shall be offered, promised, or given to any official of NMCG or any other authority connected with the RFP process, with the intent to influence the selection process or execution of the assignment.
4. I/We understand that any violation of the Integrity Pact provisions shall render me/us liable for disqualification from the RFP/selection process, termination of engagement (if awarded), forfeiture of bid/performance security, and other actions as deemed fit by NMCG under applicable laws.
5. I/We agree that this declaration shall form an integral part of the RFP and shall be binding on me/us.
6. I/We declare that the information furnished above is true and correct to the best of my/our knowledge and belief.

.....
Name of the Applicant

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____

Date: _____

Annexure-VI: Integrity Pact Format

INTEGRITY PACT

Between

NATIONAL MISSION FOR CLEAN GANGA, a statutory body constituted under the Environment (Protection) Act, 1986, with its registered office at 1st Floor, Major Dhyanchand National Stadium, India Gate, New Delhi 110002 referred to as **“The Principal,”** and M/s _____ hereinafter referred to as **“The Bidder/ Contractor.”**

Preamble

The Principal intends to award contract/s for _____, 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

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. 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.
 - b. 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.
 - c. The Principal shall exclude from the process all known persons having conflict of interest.
2. 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)

1. 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.
 - a. 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.

- b. 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 cartelization in the tender process.
 - c. 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.
 - d. 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 Annex hereto.
 - e. 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.
 - f. 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.
2. 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

1. 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.
2. 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

1. 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.

2. 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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

7. 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.
8. 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.
9. 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

1. This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.
2. Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.
3. If the Contractor is a partnership, this agreement must be signed by all partners.
4. 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.
5. Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annex, the Clause in the Integrity Pact shall prevail.

For & on behalf of the NMCG

For & on behalf of Bidder/Contractor

Name:

Name:

Designation:

Designation:

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

Witness 1: _____
(Name & Address)

Witness 1: _____
(Name & Address)

Annex-1 to Integrity Pact - Guidelines for Indian Agents of Foreign Suppliers
(Refer Section 2-d) of Annexure 30)

- 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 finalizing 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 authorization 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 authorizing 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 materializing, 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 materializing, 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.

Annexure-VII: Relevant Experience undertaken during the last 7 years

S. No.	Name of project	Name of the Client	Awarded value of the Project	Actual value of work	Time for Completion	Stipulated time for completion	Treatment Capacity in MLD/
1.							
2.							
3.							
4.							

Supporting documents such as copies of documents as stipulated in the **Eligibility Criteria** to be attached.

.....
Name of the Applicant

Signature of the authorised signatory: _____

Name of the Authorised Signatory: _____

Date: _____

Place: _____

Annexure-VIII: Financial Information of Applicant's Organization

Year	Amount (in Rupees)
FY 2022-23	
FY 2023-24	
FY 2024-25	
Average	

Note:

The above information must be certified by Chartered Accountant/ Statutory Auditor.

.....

Name of the Applicant

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: _____

Date: _____

Annexure-IX: Form of Bank Guarantee for Performance Security

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

WHEREAS _____ [Name and address of the Service Provider]
(hereinafter called “the Agency”) has undertaken, in pursuance of NMCG’s work order No.
_____ dated _____ to provide the services on terms and conditions set forth
in this Contract _____ [Name of contract and brief description of works]
(hereinafter called the “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Agency shall
furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as
security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf
of the Agency up to a total of _____ [amount of Guarantee] _____ [in
words], such sum being payable in the types and proportions of currencies in which the
Contract Price is payable, and we undertake to pay you, upon your first written demand and
without cavil or argument, any sum or sums within the limits of _____
[amount of Guarantee] as aforesaid without your needing to prove or to show grounds or
reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before
presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract
or of the services to be performed there under or of any of the Contract documents which may
be made between you and the Agency shall in any way release us from any liability under this
guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the
constitution of the Agency or of the Bank.

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.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) 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 Rs. _____ (Rupees _____).
- B. This bank guarantee shall be valid up to _____.
- C. We are liable to pay the guarantee 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
[Performance Security]

Surety Bond No.:

Dated:

To,

_____ Name of the Owner

_____ Address of Owner

WHEREAS:

- (A) [*Name and address of Service Provider*] (hereinafter called the "Agency") has undertaken, in pursuance of work order No..... dated for [*Name of the Project*] (hereinafter called the "Contract").
- (B) The Contract requires the Agency 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 Contract, during the contract period (as defined in the Contract).
- (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 Agency's obligations during the contract period under and in accordance with the Contract, 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 Agency, 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, under the hand of an officer not below the rank of [...], stating that the Agency has committed default in the due and faithful

performance of all or any of its obligations under and in accordance with the Contract 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 Agency is in default in due and faithful performance of its obligations during the contract period under the Contract and its decision that the Agency is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Owner and the Agency, or any dispute between them pending before any Court, Tribunal, Arbitrators or any other authority or body, or by the discharge of the Agency 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 Agency 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 Agency 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 Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Agency contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Owner against the Agency, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract 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 Agency 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 Contract or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Agency under the Contract.
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.

Annexure-X: Draft LOE for Empanelment

To
M/s

[Address]

Subject: Letter of Empanelment (LoE) for Position-wise Empanelment of Agency for Deployment of Experts under Project Engineering (PE) Services

Sir/Madam,

This is in reference to the Notice Inviting Request for proposal (RFP) vide Ref. No. _____ dated _____ for position-wise empanelment of agencies for deployment of qualified experts/engineers to provide Project Engineering (PE) Services for Sewerage and Wastewater Infrastructure Projects being implemented under the National Mission for Clean Ganga (NMCG).

2. After due evaluation of the RFP submissions in accordance with the prescribed criteria, the Competent Authority is pleased to inform you that M/s _____ has been empanelled for deployment of experts against the following position(s):

Sl. No.	Category	Position

3. The empanelment shall be position-wise and shall remain valid for a period of _____ () years from the date of issuance of this Letter of Empanelment, unless extended or terminated earlier in accordance with the terms of empanelment.
4. It is clarified that this Letter of Empanelment does not constitute a guarantee of deployment or minimum assured engagement. Deployment of personnel shall be requirement-based, subject to project needs, and shall be initiated through separate work order issued from time to time by NMCG or its authorized representatives.
5. The deployed experts shall conform to the qualification, experience, and other eligibility requirements as specified in the RFP document. Any replacement of personnel shall be subject to prior approval of the Competent Authority.
6. The terms and conditions governing the empanelment, deployment, payment, performance, confidentiality, integrity, and conflict of interest shall be as per the provisions of the RFP and subsequent contractual documents.
7. The following documents are also form part of this LOE:
- RFP ref no..... dated,
 - amendment/addendum dated.....,
 - your submitted proposal on dated.....

8. You are requested to convey your **acceptance of this Letter of Empanelment within 10 days** from the date of issue, failing which this offer may be withdrawn without further notice.

This Letter of Empanelment is issued with the approval of the Competent Authority.

Yours faithfully,

For on behalf of
National Mission for Clean Ganga (NMCG)
Ministry of Jal Shakti, Government of India

Annexure-XI: Draft work order for Engagement of Expert/s against empanelment

To
M/s.....
[Address]

Subject: Engagement of Expert(s) under Position-wise Empanelment – Project Engineering (PE) Services

Sir/Madam,

This is in reference to the Letter of Empanelment (LoE) for Position-wise Empanelment issued vide Ref. No. _____ dated _____, pursuant to the RFP for empanelment of agencies for deployment of qualified experts/engineers for Project Engineering (PE) Services for Sewerage and Wastewater Infrastructure Projects under the National Mission for Clean Ganga (NMCG).

2. In continuation thereof, the Competent Authority hereby issues this Deployment work order for engagement of the following expert(s), on a requirement basis, as per the terms and conditions of the empanelment:

Sl. No.	Name of Expert	Position	Project / Location	Deployment Period
1.				
2.				

3. Scope of Deployment:

The deployed expert(s) shall perform duties and responsibilities in accordance with the approved Job Description for the respective position, as specified in the RFP and empanelment documents, and as directed by the NMCG / Engineer-in-Charge / Project Unit.

4. Period of Deployment:

The deployment shall be effective from _____ to _____, unless extended or curtailed by NMCG based on project requirements and performance.

5. Reporting & Control:

The deployed expert(s) shall report to the designated officer/authority of NMCG or its authorized representative at the project site and shall comply with all instructions issued from time to time.

6. Remuneration & Payment:

Payment for the deployed expert(s) shall be made as per the approved position-wise rates under empanelment, subject to:

- Certification of attendance and satisfactory performance
- Submission of correct invoices and supporting documents

- Applicable statutory deductions, if any

7. Replacement of Personnel:

Any replacement of the deployed expert(s) shall require prior written approval of the Competent Authority. Replacement personnel must meet the same qualification and experience criteria as per empanelment.

8. Performance & Termination:

NMCG reserves the right to discontinue or terminate the deployment, wholly or partially, at any time, without assigning any reason, in case of unsatisfactory performance or administrative exigencies.

9. The following documents are also form part of this work order:

- RFP ref no..... dated,
- amendment/addendum dated.....,
- your submitted proposal on dated.....
- LOE ref. no..... dated.....

10. You are requested to acknowledge acceptance of this work order within seven (7) days from the date of its issuance and submit the Performance Bank Guarantee (PBG), along with the CV(s) of the expert(s) specified in Para 2 above, in the prescribed CV format enclosed herewith as Appendix A. The submitted CV(s) shall comply with the eligibility requirements specified in Para 4 of the Terms of Reference (ToR).

This work order is issued with the approval of the Competent Authority.

Yours faithfully,

For or on behalf of

National Mission for Clean Ganga (NMCG)
Ministry of Jal Shakti, Government of India

Appendix A

Format for Curriculum Vitae (CV) of Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:

S.No.	Qualification	University/Board	Year of Passing	% marks
1				
2				
3				
4				

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. Details of Employment (List of projects/assignments on which the Personnel has worked)

Sl. No	Description of Responsibilities
1	Name of Organization
	Name of Projects
	Name of Client
	Location
	Position Held
	Work Duration (from dd/mm/yyyy to dd/mm/yyyy)
	Project Brief details
	Activities Performed:

Sl. No	Description of Responsibilities
2	Name of Organization
	Name of Projects
	Name of Client
	Location
	Position Held
	Work Duration (from dd/mm/yyyy to dd/mm/yyyy)
	Employer/Firm Name
	Project Brief details
	Activities Performed:

Certification:

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

(Signature and name of the 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 by both the Personnel concerned and by the Authorised Representative of the Bidder firm along with the seal of the firm.
3. Copy of educational qualification certificates shall be enclosed with CV.