

National Mission for Clean Ganga

Department of Water Resources, River Development & Ganga Rejuvenation

Ministry of Jal Shakti

1st Floor, Major Dhyan Chand National Stadium

India Gate, New Delhi-110002

Telephone: +91-11-23072900-01; Fax: +91-11-23049567

Website: www.nmcg.nic.in

**Request for Proposal for
Selection of Agency for ‘Aerial Acquisition & Delivery of High
Resolution DTM and extraction of all physical feature under
River Corridor Mapping: Using LiDAR mounted Unmanned
Aerial Vehicle (UAV)/Drone**

RFP No. : A-12011/6/2011-NRCD-VI
Issued on : 14th September 2021

Table of Contents

I.	Notice Inviting Tender (NIT)	3
II.	Instructions to Bidders	4
III.	Eligibility Criteria	9
IV.	Terms of Reference	10
V.	Annexure-I: Tender Submission Letter	12
VI.	Annexure-II: Bidder's Authorisation Certificate	13
VII.	Annexure-III: Performa for Affidavit	14
VIII.	Annexure-IV: Information on Bidder's Organisation	15
IX.	Annexure-V: Relevant Experience	16
X.	Annexure-VI: Financial Information of Bidder's Organisation	17
XI.	Annexure-VII: Form of Bid Securing Declaration	18
XII.	Annexure-VIII: Form of Bank Guarantee for Performance Security	19
XIII.	Form of Contract	21
XIV.	Format of Financial Proposal	37

National Mission for Clean Ganga

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

RFP No.: A-12011/6/2011-NRCD-VI

Dated: 14 September 2021

I. NOTICE INVITING TENDER (NIT)

NMCG inviting proposals through Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) from interested firms who meet the eligibility criteria as per the Request for Proposal (RFP) document for Selection of Agency for ‘Aerial Acquisition & Delivery of High Resolution DTM and extraction of all physical feature under River Corridor Mapping: Using LiDAR mounted Unmanned Aerial Vehicle (UAV)/Drone’.

The proposals along with the necessary documents have to be submitted only on e-procurement portal as stipulated in the RFP document. Intending bidders who have not enrolled/registered in e-procurement portal (<https://eprocure.gov.in/eprocure/app>) are requested to register themselves on the website. Possession of a valid Digital Signature Certificate (DSC) in the form of smart card/e-token is a prerequisite for registration and participating in the bid submission activities through this web site. The web site also has user manuals with detailed guidelines on enrollment and participation in the online bidding process.

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

**Director General
National Mission for Clean Ganga**

II. INSTRUCTIONS TO BIDDERS

1. **Cost of Bid:** The bidder shall bear all costs associated with the preparation and submission of bid and NMCG in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
2. The bidder is expected to examine all instructions, forms, terms and conditions in the RFP document. Failure to furnish all information required by the RFP document or submission of a tender not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of the bid.
3. The bidder shall not make or cause to be made by any alternation, erasure or obliteration to the text of the RFP document.
4. The Bidder shall be a Sole Firm /Single entity or a consortium/joint venture of firms and, the manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. If the Bidder is a consortium/joint venture the combined Technical and Financial capacity of all members shall be considered for determining the eligibility of the Bidder as stipulated in the RFP document. However maximum numbers of members/partners are limited to three and other terms and conditions of the RFP document are applicable to each member of the consortium/joint venture. All members of the consortium are jointly and severally responsible for performance of the assignment. No bidder applying individually, or as a member of a Consortium can be member of another consortia bidding for the project.
5. **Preparation of Bids**
 - 5.1 **Language:** Bids and all accompanying document 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.
 - 5.2 **Form of Bid:** The form of bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. Relevant power of attorney for signing the bid should be attached.
 - 5.3 **Currencies of Bid and Payment:** The bidder shall submit his financial bid in Indian Rupees and payment under this contract will be made in Indian Rupees.
6. **Clarifications by Bidders**
 - 6.1 Bidders requiring any clarification on the RFP may submit their queries to the NMCG through e-procurement portal and/or email (tl.procurement@nmcg.nic.in) before the date mentioned in the Schedule of Bidding Process at Clause 18.
 - 6.2 NMCG shall endeavour to respond to the queries within the period specified therein but not later than the date specified in the clause 18. NMCG will post the reply to all such queries on the e-procurement portal and without identifying the source of queries. NMCG shall not be held responsible in any manner if prospective Bidders miss any notifications placed on e-procurement portal.
 - 6.3 NMCG reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 6 shall be construed as obliging the NMCG to respond to any question or to provide any clarification.
7. **Amendment of RFP**

- 7.1 At any time prior to the deadline for submission of Proposal, the NMCG may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on e-procurement portal.
- 7.2 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the NMCG may, in its sole discretion, extend the Proposal Due Date.

8. **Format and Signing of Bid**

- 8.1 The documents comprising the bid shall be typed and all pages of the bid shall be signed by a person duly authorised to sign on behalf of the bidder. At the time of uploading, the Proposals shall be digitally signed by the bidder or a person or persons duly authorised to bind the bidder to the contract
- 8.2 The bid shall contain no alternations, omissions or additions except those to comply with instruction issued by NMCG, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialled/signed by the person signing the bid.

9. **Submission of Bids**

- 9.1 The Bidders shall upload the electronic copy of the Proposal (with all pages numbered serially and by giving an index of submissions) through e-procurement portal after digitally signing of all the documents.
- 9.2 The Bidder shall upload the Technical Proposal and the Financial Proposal separately by using the appropriate sections on e-procurement portal.
- 9.3. NMCG, if required, will request the Bidder to submit the hard copy of original Bid Securing Declaration and Power of Attorney for scrutiny.
- 9.4. 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.
- 9.5. The rates quoted shall be firm throughout the period of performance of the assignment and discharge of all obligations of the agency under the Agreement.
- 9.6. **Validity of Bid:** The bid must remain valid and open for acceptance for a period of 120 [*One Hundred and Twenty Days*] from the date of opening of Bid.

10. **Late and Delayed Bids:**

Bidders 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 bid submission process. The Tender Inviting Authority will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to link failure/ internet problem etc.

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

11.1 The electronic “Technical Proposals” shall be opened first, through e-procurement portal on the date and time specified in clause 18. The “Financial Proposals” shall remain unopened in the e-procurement portal, until the subsequent public opening following the evaluation of the Technical Proposals.

11.2 The Technical Bid of the bidder would be evaluated as per the eligibility criteria set out in the RFP document and only those Bidders who meet the requirement shall qualify for further evaluation. Bids will be evaluated based on the information submitted by the bidders. However, NMCG reserves the right to seek clarification/documents from the bidders, if NMCG considers it necessary for proper assessment of the bid.

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

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

12.2 The rates should be inclusive of all costs, applicable taxes & duties, if any, and exclusive of GST which will be paid as applicable.

12.3 **The successful bidder shall be selected based on Least Cost Selection method.**

12.4 Failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the LOA. In such an event, NMCG reserves the right to,
(a) invite the second lowest bidder and negotiate upon the following scenario, or
(b) take any such measure as may be deemed fit in the sole discretion of NMCG, including annulment of the Bidding Process.

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

13.1 NMCG is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate the tendering process.

13.2 NMCG may terminate the contract/cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the central/state government ministry/department/ institutions/local bodies/municipalities/PSUs, etc.

13.3 NMCG may also terminate the contract/cancel the LOA in the event the Successful Bidder fails to furnish the performance security or fails to execute the agreement.

14. **Award of Contract**

14.1 After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the NMCG to the Successful Bidder and the Successful Bidder shall, within 3 (three) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the NMCG may, unless it consents to extension of time for submission thereof, to take necessary actions as per the Bid Securing Declaration, and the next highest ranking Bidder may be considered.

- 14.2 NMCG will communicate the Successful Bidder by Mail confirmed by letter transmitted by registered/speed post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which NMCG will pay to the Successful Bidder in consideration of the execution of work/services by them as prescribed in the contract.
- 14.3 The Successful Bidder will be required to commence the assignment at the earliest as communicated by NMCG in this regard.
- 14.4 The Successful Bidder will be required to execute the contract for the services within a period of fifteen (15) days from the date of issue of Letter of Award.

15. **Confidentiality**

The Successful bidder shall keep all the information pertaining to the assignment CONFIDENTIAL and shall not provide/disclose any information of the assignment to anybody except on specific instructions in writing from NMCG.

16. **Property Rights of Assignment Outputs**

- 16.1 The Agency shall hand over all the related data, pictures, visuals, images and any other workings and outputs generated for executing the assignment as and when requested by NMCG and on successful completion of the assignment in editable soft and hard copies.
- 16.2 Such database and outputs as developed for the assignment shall be the Sole Property of NMCG and the Agency shall treat all this information Confidential and shall not share with anybody else except on specific written instructions.

17. **Bid Security and Performance Security**

17.1 Bid Security

The Bidder shall furnish as part of its Proposal, 'Bid Securing Declaration Form' as per the format stipulated in the RFP document.

17.2 Performance Security

The Successful Bidder shall be required to furnish a Performance Security prior to sign the contract (for an amount which is 3% of total project cost) in the form of Bank Guarantee from a scheduled Bank 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 Bidder accordingly. The format for BG for Bid Security is provided at Annexure-IX.

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

18. **Schedule of Bidding Process**

NMCG would endeavour to adhere to the following schedule:

S.No.	Event Description	Date and Time
1.	RFP Publish date	14 th September 2021
2.	Clarification start date	14 th September 2021
3.	Clarification end date and time	20 th September 2021 at 17:00 Hrs.
4.	NMCG response to queries	23 rd September 2021
5.	Bid Submission Start Date & Time	26 th September 2021 at 09:30 Hrs.
6.	Bid Submission end date & time	5 th October 2021 upto 12:00 Hrs.
7.	Last date & time for downloading the RFP	5 th October 2021 upto 12:00 Hrs.
8.	Last date & time for submission (upload) of online bidding document (Proposal Due Date or PDD)	5 th October 2021 upto 12:00 Hrs.
9.	Opening of Technical Proposals through e-procurement portal	5 th October 2021 at 12:30 Hrs.
10.	Opening of Financial Proposal through e-procurement portal	To be informed later
11.	Signing of Agreement	Within 15 days of acceptance of LoA
12.	Validity of Proposal	120 days from Proposal Due Date

III. ELIGIBILITY AND EVALUATION CRITERIA

1. The surveying agency must be an experience in GIS/ UAV drone flying service at least one assignment having done RGB/MS flying and UAV data processing work in the past three years. Having carried out high resolution survey to generate ortho photo for a minimum be 800 sq km with any government organization.
2. The agency should have post-processing kinematic (PPK) UAV equipped with high grade on board GPS & IMU for the surveying activity. Documentary evidence for proof of ownership of the equipment shall be submitted.
3. All service providing agencies must be having in-house GIS/RS/photogrammetry/ortho photo data handing capability.
4. The minimum annual turnover should be INR 2 crores in any one financial year during the last three financial years i.e. 2018-19 to 2020-21.
5. Agency should possess GST registration. Foreign OEMs who are directly participating in bidding process are not required to have GST registration.
6. The agency can be private/ autonomous organizations and registered in India are allowed.
7. Department for Promotion of Industry and Internal Trade recognized start-ups will be given preferences in selection.
8. The agencies must have in-house developed interface to display entire dataset.
9. The agency must not have been blacklisted by any government/ ministry/department/PSU, nor should they have been debarred from dealing with any public department.
10. The agency must be registered with all Government/ statutory authorities such as GST, etc as required in the normal course of business to render providing similar.

Bidders are requested to submit the necessary documentary evidence for the aforesaid information along with their bid.

IV. TERMS OF REFERENCE

Objective of project:

National Mission for Clean Ganga (NMCG) decided to carry out the corridor mapping of the two major rivers (Yamuna & Hindon) flowing in area of NCT Delhi and parts of Gautam Budh Nagar, Ghaziabad & Bagpat District of Uttar Pradesh. Length of Yamuna river in Delhi is 48.50 km, and buffer 1000 m covers area 99.49 Sq Km. Length of Hindon in Bagpat, Ghaziabad and parts of Gautam Budh Nagar, District of Uttar Pradesh is 111.77 Km and Buffer 1000 m covers area 192.75 Sq Km. The UAV/Survey and remote sensing techniques shall be used to generate various layers of datasets from drain, illegal dumping, mainly encroachment in riverbed. Expected outcomes are high resolution DTM, DSM, DEM, point cloud, contour, mosaic orthorectified images, thematic layer of drain, sand mining, illegal dumping, mainly encroachment in riverbed, land use/land cover map (level 1, II & III) and Cadastral map.

Description of Services	Area in SqKm	Remark
Provision of services for acquisition, processing & delivery of high resolution DTM, DSM, DEM, point cloud, contour, mosaic orthorectified images, thematic layer of drain, sand mining, illegal dumping, mainly encroachment in riverbed, land use/land cover map (level I, II, III), Cadastral map using airborne LiDAR & optical sensor in area of NCT Delhi and parts of Gautam Budh Nagar, Ghaziabad & Bagpat District of Uttar Pradesh.	Total Area- 292.24 (Yamuna: 99.49 and Hindon:192.75)	Area figures provided and shape file uploaded with tender document is indicative. Final area shape file & map will be provided to the contractor at the time of award..

Scope of Work:

1. Planning and provision of planimetric ground control points by dual frequency GNSS receivers in relative static positioning mode required for LiDAR survey and photogrammetric block control in plain terrains. It includes field work, processing and computation. Survey of India spatial reference frame to be used for establishing ground control point in planning & exhibition.
2. The Professional Survey Grade Unmanned Aerial Vehicle /Drone shall have all necessary permits and flying clearance from DGCA/MoD/MHA/ATC/ local police/ district administration or any other authority if applicable.
3. Flight planning, data acquisition, data validation, re-flying in gap areas, processing & post processing, LiDAR point classification, minimum 5-point density per sq meter for areal acquisition, 0.5 m DEM with reference to mean sea level as defined by Survey of India, and ortho photo generation under 5 cm/pixel.
4. Minimum 20 check points are necessary for 100 sq km area acquisition.
5. Flying of survey grade UAV equipped with high accuracy post-processing kinematic (PPK) system to generate an accurate topographic map of the complete area of interest.

6. GIS data deliverables in commonly used format like .shp/.kml/img/tiff for ease of importing in commonly used GIS and Web GIS applications.
7. DSM, DEM (DEM's (hydro flattened bare earth) of 0.5 m accuracy (with reference to mean sea level as defined by Survey of India) at regular spacing of 0.5 metre delivered in ESRI floating point GRID format and Interleaved by Line (BIL) format in GeoTIFF file format. The DEM's must also be delivered in the project tiles and required naming schema), point cloud and DTM along with contour line extraction and otho image
8. The resolution of orthophoto should be under 5 cm/pixel. Contour interval should be 40 cm.
9. Overall XY accuracy should be 10 cm and z accuracy should be 20 cm with the 95% of confidence level.
10. Feature extraction, identification of drain, sand mining, illegal dumping, mainly encroachment in riverbed, land use land cover map (level 1, II & III) assessment and Cadastral map.
11. Capacity building on ground for drone flying & on site for LiDAR data processing.
12. Agency will submit the quality assurance & quality check (QA/QC) report with the deliverables with metadata (hard & soft copy) and HD video of flying through.
13. Nominated Committee by NMCG will ensure the quality & accuracy of the deliverables to carry out the checks pertaining to accuracy/correctness/completeness of Applicant's data/processed output.
14. Security and transportation of acquired data will be responsibility of service provider till handing over to NMCG authorized representative for data acceptance certificate.
15. The bidder will ensure that complete data (Raw, Geotagged, GPS observed, logs and all deliverables) is handed over to the NMCG representative and do copy in any form & in any media for any other purpose without explicit approval/consent of the Service consumer will be kept by Service provider after completion of drone data capturing & pre-QC and final acceptance of the data by Service consumer.
16. The data processing and its analysis shall have to be carried out in a manner to maintain the confidentiality of the data. No data shall be shared to any third party without prior written approval from NMCG.
17. Duration of the assignment is 4 months from date of work award.

Payment Terms:

#	Deliverable	Payment
1	Submission of the 1st Trench (Approx. 100 Sq km)	30% of contract value
2	Submission of the 2nd Trench (Approx. 100 Sq km)	20% of contract value
3	Submission of the 3rd Trench (Approx. 100 Sq km)	20% of contract value
4	Submission of all deliverables in hard and soft copy with QA/QC report.	30% of contract value

Tender Submission Letter

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

Sub: RFP for *[insert project name]*

Ref: RFP No.

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 bid through e-procurement portal as stipulated in the RFP document.

I/We, hereby declare that:

- (a) We are submitting herewith our Bid, with the details as per the requirements of the tender, for your evaluation and consideration.
- (b) We submitted the Bid Security Declaration Form in accordance with the tender Document.
- (c) I/We have read carefully the terms and conditions of tender document attached hereto and hereby agree to abide by the said terms and conditions.
- (d) The bid is unconditional.
- (e) I/We undertake that documents submitted are genuine/authentic and nothing material has been concealed. I/We understand that the 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 Bid.
- (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) We agree to keep this bid valid for acceptance for a period of 120 *[one hundred twenty]* days from the date of opening the bid.

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

Yours faithfully,

Authorised Signatory
(with Name, Designation, Contact no. and Seal)

Note: On the Letterhead of the Bidder.

Bidder's Authorization Certificate

To

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

Sub: RFP for *[insert project name]*

Ref: RFP No.

Dear Sir,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorised to sign relevant documents on behalf of the Agency in dealing with tender No. _____ dated _____. He/ She is also authorised to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Authorised Signatory :-

Verified Signature:-

Seal of the Organisation :-

Date:-

Place:-

Note: Please attach the valid power of attorney in favour of person signing this authorisation letter.

Performa for Affidavit
(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 organization/office 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 Bid.

.....
Name of the Bidder

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____

Date: _____

Note: In the case of the Bid submitted by Joint Venture, Affidavit must be submitted for all members the Joint Venture

Annexure-IV**Information on Bidder's Organisation**

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

Note: In the case of the Bid submitted by joint venture, information must be submitted for all members the Joint Venture

.....

Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: _____

Date: _____

Annexure-V**Relevant Experience undertaken during the last 3 years**

S. No.	Description of Project / Scope of the work	Location of the work	Name of the Client	Actual value of the Project	Completion Period
1.					
2.					
3.					

Copies of supporting documents such as Work Order/contracts/LoAs/completion certificate to be submitted with the bid.

.....
Name of the Bidder

Signature of the authorised signatory: _____

Name of the Authorised Signatory: _____

Date: _____

Place: _____

Financial Information of Bidder's Organisation

Amount in Rupees.

S.No.	Financial Year	Turnover
1	FY 2018-19	
2	FY 2019-20	
3	FY 2020-21	

Note:

Copy of audited balance sheet and profit and loss account for the aforesaid financial years must be submitted.

.....

Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: _____

Date: _____

FORM OF BID SECURING DECLARATION

Date: _____

Tender Reference No.: _____

Project Name: _____

To:

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding, or submitting Proposals in any contract with the Employer for the period of time of 6 (six) months from the date of notification, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have submitted a non-responsive proposal; or
- (b) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (c) having been notified of the acceptance of our Bid by the Employer during the period of Bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security in accordance with the Bid conditions.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder*

Name of the person duly authorized to sign the Bid on behalf of the Bidder ** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

**In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder*

***Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid*

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Form of Bank Guarantee for Performance Security

To

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

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

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

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

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the NMCG under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the NMCG certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agency and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the NMCG that the NMCG shall have the fullest liberty without our consent and without affecting in any manner our

obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the NMCG against the said Agency and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency or for any forbearance, act or omission on the part of the NMCG or any indulgence by the NMCG to the said Agency or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Agency.

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

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

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

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

DRAFT FORM OF CONTRACT

I. CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made and entered into on _____, by and between National Mission for Clean Ganga (NMCG), New Delhi-110002 (hereinafter called the “Employer”), of the First Part and, _____ (hereinafter called the “Agency”) of the Second Part.

WHEREAS

- (a) The Employer had invited bids vide its RFP No. _____ (hereinafter referred to as ‘RFP’, which term shall include all corrigendum, addendums, modifications issued with reference to the RFP) for Selection of Agency for ‘Aerial Acquisition & Delivery of High Resolution DTM and extraction of all physical feature under River Corridor Mapping: Using LiDAR mounted Unmanned Aerial Vehicle (UAV)/Drone (hereinafter referred to as “Proposal”).
- (b) the Agency, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this contract;
- (c) the “Employer” has accepted the proposal of the Agency and had issued a Letter of Award/Notification of Award notifying the Agency of its selection as a successful bidder vide its letter dated _____

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:
 - Appendix A: Scope of Work
 - Appendix B: Cost of Services
 - Appendix C: Payment Schedule
 - Appendix D: Performance Bank Guarantee
 - Appendix E: Letter of Award
2. The mutual rights and obligations of the “Employer” and the Agency shall be as set forth in the Contract, in particular:
 - (a) the Agency shall carry out and complete the Services in accordance with the provisions of the Contract; and
 - (b) the “Employer” shall make payments to the Agency in accordance with the provisions of the Contract.

Request for Proposal (RFP) Document, pre-bid clarifications, addenda if any and financial proposal shall form part of this contract agreement.

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

For and on behalf of National Mission for Clean Ganga

Designation

For and on behalf of _____

Designation.

Witness

1.

2.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1. Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “Agency” means {Name of the firm} that will provide the Services to “Employer” under the Contract.
- (c) “Assignment” shall mean the Services to be provided, carried out and/or performed by the Agency under the terms of the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices.
- (e) “Day” means calendar day.
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the “Employer’s country.
- (h) “GCC” means these General Conditions of Contract.
- (i) “Government” means the Government of India
- (j) “Local Currency” means Indian Rupees.
- (k) “Member” means any of the entities that make up the association; and “Members” means all these entities.
- (l) “Party” means the “Employer” or the Agency, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means professionals and support staff engaged by the Agency to perform the Services or any part thereof.
- (n) “SCC” means the Special Conditions of Contract by which the GC as may be amended or supplemented with the approval of the parties.
- (o) “Services” means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.
- (p) “Third Party” means any person or entity other than the Employer or the Agency.
- (q) “In writing” means communicated in written form.

1.2. Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.3. Notices

1.3.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SCC.

1.3.2 A Party may change its address for notice, hereunder by giving the other Party sufficient time in notice in writing of such change to the address specified in the SCC.

1.4. Location:

1.4.1 The Scope of Services shall be performed by the Agency as per the terms specified in the Contract.

1.5. Authority of Lead Partner: In case the Agency consists of an association of more than one entity, the Members hereby authorize the entity specified (Lead Member) in the SCC to act on their behalf in exercising all the Agency's rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer. However, each member or constituent of consortium shall be jointly and severally liable for all obligations under the Contract.

1.6. Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the Agency may be taken or executed by the officials specified in the SCC.

1.7. Taxes and Duties: The Agency shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.8. Fraud and Corruption

1.8.1 **Definitions:** It is the Employer's policy to require that Employer as well as Agency observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

- (iii) “collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.8.2 Measures to be taken by the Employer

- a) The Employer may terminate the contract if it determines at any time that representatives of the Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Agency having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- b) The Employer may also issue sanction against the Agency, including declaring the Agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.8.3 Commissions and Fees

At the time of execution of the Contract, the Agency shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 **Effective Date for Commencement of Contract:** The Contract shall come into effect on the date the Contract is signed by both the Parties unless otherwise stated in the SCC.
- 2.2 **Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period, after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 2.3 **Commencement of Services:** The Agency shall begin carrying out the services not later than the number of days, as specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GCC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC or such extended time period for the contract.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, pandemic, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or its employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency, upon instructions by the Employer, shall either:
 - (i) demobilize,; or
 - (ii) continue with the Services to the extent possible, in which case the Agency shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GCC 8.

2.8 Suspension: The Employer may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Agency to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days from the date of communication to the Agency of such notice of suspension.

2.9 Termination

2.9.1 By the Employer:

2.9.1.1 The Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) to (h) of this Clause.

- a) If the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing.
- b) If the Agency becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

- d) If the Agency, on due investigation and in the judgement of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the Agency submits to the Employer a false statement which has a material effect on the rights, obligations or interests of the Employer.
- f) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- g) If the Agency fails to provide the quality services as envisaged under this Contract. The Employer may review at its discretion if so decide to give one chance to the Agency to improve the quality of the services.
- h) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence as aforesaid the Employer shall give a not less than thirty (30) days' written notice of termination to the Agency, and sixty (60) days in case of the event referred to in (i).

2.9.2 **By the Agency:** The Agency may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, in case of the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause.

- a) If the Employer fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue.
- b) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- d) If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Agency may have subsequently agreed to in writing) following the receipt by the Employer of the Agency's notice specifying such breach.

2.9.3 **Cessation of Rights and Obligations:** Upon termination or expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality, (iii) the Agency's obligation to permit inspection, copying and auditing of their accounts and records and (iv) any right which a Party may have under the Law.

2.9.4 **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.9.1 or GCC 2.9.2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a

close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the Employer, the Agency shall proceed as provided, respectively, by Clauses GCC 3.9 or GCC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GCC 2.9.1 or GCC 2.9.2 hereof, the Employer shall make the following payments to the Agency:

- a) If the Contract is terminated pursuant to Clause 2.9.1.1 (h), (i) or 2.9.2, the expenditures actually and reasonably incurred prior to the effective date of termination towards the Services satisfactorily performed as per the agreed scope;
- b) If the agreement is terminated pursuant of Clause 2.9.1.1 (a) to (g), the Agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Agency will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in Clause GCC 2.9.1 or in Clause GCC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GCC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE AGENCY

3.1 General

3.1.1 Standard of Performance: The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer’s legitimate interests in any dealings with Third Parties.

3.2 Conflict of Interests: The Agency shall hold the Employer’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Agency shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 **Agency not to benefit from Commissions, Discounts, etc.:** (a) The payment of the Agency pursuant to Clause GCC 6 hereof shall constitute the Agency's only payment in connection with this Contract and the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that any of its Personnel, similarly shall not receive any such additional payment.

3.3 **Confidentiality:** Except with the prior written consent of the Employer, the Agency and the Personnel engaged by them, shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4.1 **Liability of the Agency:** Subject to additional provisions, if any, set forth in the SCC, the Agency's liability under this contract shall be provided by the Applicable Law.

3.4.2 **Insurance to be Taken out by the Agency:** The Agency (i) shall take out and maintain, at their own cost but on terms and conditions approved by the "Employer", insurance against the risks, and for the coverages specified in the SCC, and (ii) at the "Employer's" request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 **Indemnity:**

3.5.1 The Agency shall indemnify, protect and defend for each stage, the Employer at the Agency's own expense, from and against all actions, claims, losses or damages arising out of Agency's failure to perform its obligation.

3.5.2 The Agency shall indemnify the Employer and shall hold the Employer harmless from any claims by any Third Party against the Employer for adopting the Agency's reports, certification and recommendation and use of other intellectual property supplied by the Agency under the Contract.

3.6 **Agency's Actions Requiring Employer's Prior Approval:** The Agency shall obtain the Employer's prior approval in writing before taking any of the following actions:

(a) any other action that is specified in this Agreement.

3.7 **Reporting Obligations:**

The Agency shall submit to the Employer the reports/documents/deliverables as stipulated in Appendix A.

- 3.8 Documents Prepared by the Agency to be the Property of the Employer:** All plans, drawings, specifications, maps, photographs, designs, reports, other documents and software prepared by the Agency for the Employer under this Contract shall become and remain the property of the Employer, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Agency and third parties for purposes of development of any such computer programs, the Agency shall obtain the Employer's prior written approval to such agreements, and the Employer shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.
- 3.9 Equipment, Vehicles and Materials Furnished by the Employer's:** Equipment, vehicles and materials made available to the Agency by the Employer, if any, or purchased by the Agency wholly or partly with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall make available to the Employer an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions. While in possession of such equipment, vehicles and materials, the Agency, unless otherwise instructed by the Employer in writing, shall insure them at the expense of the Employer in an amount equal to their full replacement value.
- 3.10 Equipment and Materials Provided by the Agency:** Equipment or materials brought into the Government's country by the Agency and the Personnel and used either for the Project or personal use shall remain the property of the Agency or the Personnel concerned, as applicable.
- 3.11 Intellectual Property Rights of Assignment**
- 3.11.1 The Agency shall hand over all the working papers, workable and editable models with all linkages as developed for the assignment, Business Plans and all related workings and outputs of the assignment generated for executing the assignment on successful completion of the assignment in editable soft and hard copies.
- 3.11.2 Such documents, working papers, analysis, workable and editable Models as developed for the assignment and all related workings and outputs are the Sole Property of the Employer and the Agency shall treat all these information Confidential and shall not share the same with anybody else except on specific written instructions of the Employer.
- 3.11.3 The certification and other documentation provided to the Employer by the Agency are solely for the purpose of the assignment under the Contract, and intellectual property therein to the extent and for the purpose of the Assignment remain vested with the Employer and the Agency shall not use the same or any part thereof for any other Agency.

4. AGENCY'S PERSONNEL

The Agency shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

5. OBLIGATIONS OF THE "EMPLOYER"

5.1 Assistance: Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:

- a) Provide the Agency and Personnel with work permits and such other documents as shall be necessary to enable the Agency or Personnel to perform the Services.
- b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Law with respect to (increase/ decrease) of taxes and duties, the bidder has to bear all the taxes, duties, levies etc. excluding GST.

5.3 Payment: In consideration of the Services performed by the Agency under this Contract, the Employer shall make to the Agency such payments and in such manner as is provided by Clause GCC 6 of this Contract.

6. PAYMENTS TO THE AGENCY

6.1 Total Cost of the Services (a) The total cost of the Services payable is set forth in Appendix B.

(b) Except as may be otherwise agreed under Clause GCC 2.6 and subject to Clause GCC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-B.

(c) Notwithstanding Clause GCC 6.1(b) hereof, the Parties shall agree that additional payments shall be made to the Agency in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments shall be made in Indian Rupees.

6.3 Terms of Payment: The payments in respect of the Services shall be made as follows:

- a) The Agency shall submit the invoice for payment when the milestone/deliverable(s) completed as per the agreed terms. The payment shall be released as per the work related milestones achieved and as stipulated in Appendix-C.
- b) Final Payment: The final payment shall be made only after the final deliverable/report, identified as such, shall have been submitted by the Agency and approved as satisfactory by the Employer.
- c) All payments under this Contract shall be made to the accounts of the Agency specified in the SCC.

7. FAIRNESS AND GOOD FAITH

- 7.1 **Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 7.2 **Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

- 8.1 **Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 8.2 shall become applicable.
- 8.2 **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Agency, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Agency, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. The decision of the Arbitration panel shall be final and binding on the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

- 8.3 Arbitration proceedings shall be held in India at the place indicated in SCC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. LIQUIDATED DAMAGES

- 9.1 If the Agency fails to deliver the services within the delivery period and any extension thereof, unless such failure is due to force majeure situation, Liquidated Damages (LD) shall be imposed by the Employer on the Agency. However, imposition of LD shall be without prejudice to the other remedies available to the Employer under the terms of the Agreement.
- 9.2 In case of delay in delivery of the services, the LD shall be calculated as 2% (two per cent) of the value of the Contract value in respect of which the delay in delivery has occurred for each month or part thereof of delay, subject to a maximum value of 10% of the value of the Contract value.
- 9.3 Any waiver of LD shall be at the sole option of the Employer and any extension must be in writing and with the approval of the competent authority of the Employer:

10. SUB-CONTRACTING

The Agency is not allowed to subcontract, outsource, sub-let or assign the contract and scope of services, either partly or wholly, without the written approval of the Employer. However, the Employer reserves the full right to refuse any such approval to the Agency without being bound to provide any reason or rationale for such decision.

Provided, nevertheless, that any such consent shall not relieve the Agency from any obligation, duty or responsibility under the agreement.

11. Performance Security

- 11.1 For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 3% (three per cent) of the Agreement Value (the "Performance Security"); provided, however, that the Agency shall be required to provide a Performance Security in the form of a bank guarantee substantially in the form specified at Appendix-D of this Agreement.
- 11.2 For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the NMCG may make deductions from any subsequent payments due and payable to the Agency hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement

III. SPECIAL CONDITIONS OF CONTRACT

SCC Clause	Ref. of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.3.1	<p>The addresses are:</p> <p>Employer : National Mission for Clean Ganga Address : Telephone : Email :</p> <p>Agency : Address : Telephone : Email :</p>
2	1.3.2	Any party may change the address for service of notice upon it, by a notice in writing one (1) week prior of such change to the other party.
3	1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: For the Agency:</p>
4	2.1	Effective Date:
5	2.4	The time period shall be The contract may be extended, if deemed fit by the Employer at mutually agreed terms.
6	3.4.1	<p>Limitation of the Agency's Liability towards the "Employer"</p> <p>Notwithstanding anything to the contrary in this Agreement, in no event shall the Agency be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue or goodwill arising under or in connection with this Agreement.</p> <p>In any event the overall aggregate liability of the Agency in respect of all claims and liabilities arising under this Agreement shall be limited to the total value of the contract.</p>
7	3.4.2	<p>The risks and coverage shall be as follows:</p> <p>The Parties agree that the risks and coverages shall include but not be limited to the following; Professional liability insurance, with a minimum coverage equal to the total amount of the contract value. This liability shall be valid during the entire contract period.</p>
8	6.3 (c)	The accounts are;

SCC Clause	Ref. of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		For local currency Beneficiary Name : ... Beneficiary Address : ... Beneficiary Bank : ... Bank Branch : Account No. : ... IFSC/RTGS Code : .. MICR Code : ..
9	8.3	The Arbitration proceedings shall take place in New Delhi, India.

Financial Proposal (BoQ)

(This form is uploaded in e-procurement portal. Bidders are advised to download and fill the required details in the permitted cells and upload the same)