

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.
Telephone: +91-11-23072900-01; Fax: +91-11-23049567
Website: www.nmcg.nic.in

**Tender for Designing, Printing and Supply of Publicity and Branding Material such as
T-Shirts, Caps, Badges, Bags, Bottles etc.**

(e-Procurement)

Tender No. : Co/9/2020-Communication NMCG
Issued on : October 26, 2020

Table of Contents

S. No.	Contents	Page
1.	Notice Inviting Tender (NIT)	3
2.	Instructions to Bidders	4
3.	Eligibility Criteria	9
4.	Scope of work	10
Forms - Technical Proposal		
5.	Annexure-I : Form of Technical Bid Submission Letter	12
6.	Annexure-II : Information on Bidder's Organization	13
7.	Annexure-III : Bidder's Authorization Certificate	14
8.	Annexure-IV : Performa for Affidavit	15
9.	Annexure-V : Certificate of Conformity/No Deviation	16
10.	Annexure-VI : Similar Nature of Work Experience/Contracts	17
11.	Annexure-VII : Financial Information of Bidder's Organization	18
12.	Annexure-VIII : Format of Pre-proposal Query	19
13.	Annexure-IX : Format of Performance Bank Guarantee	20
14.	Annexure- X : Form of Financial Bid Submission Letter	22
15.	Annexure- XI : Form of Contract	23
Forms – Financial Proposal		
16.	Annexure- XII : Form of Financial Bid	34

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

Tender No.: Co/9/2020-Communication NMCG

Dated: October 26, 2020

I. NOTICE INVITING TENDER (NIT)

National Mission for Clean Ganga (NMCG) is the planning, financing, monitoring and coordinating body for implementation of "Namami Gange Programme". NMCG is mandated to ensure effective abatement of pollution and conservation of the river Ganga by adopting a river basin approach for comprehensive planning and management.

NMCG invites Bids under two bid system i.e. Technical Bid and Financial Bid through e-procurement via CPPP (<https://eprocure.gov.in/eprocure/app>) from interested and eligible firms for "**Designing, Printing and Supply of Publicity and Branding Material such as T-Shirts, Bags, Caps, Badges, Bags, Bottles etc.**". The Contract will be initially for a period of 24 months and may be further extended subject to satisfactory performance and mutually agreed terms and conditions.

Last date for uploading of proposals on Portal is November 16, 2020. Earnest Money Deposit (EMD) equal to Rs.6,00,000/- (Rupees Six Lakhs only) in the form of Demand Draft drawn on any scheduled bank in favour of 'National Mission for Clean Ganga' payable at New Delhi must be accompanied with the Bid application. EMD, in original, should also be submitted at O/o NMCG on or before 18.11.2020 after uploading the proposal.

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 uploading of bid/ submission of required documents 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 tender document. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
3. The bidder shall not make or cause to be made by any alternation, erasure or obliteration to the text of the tender document.

4. Preparation of Bids

- 4.1 **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 the matters of interpretation.

4.2 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/ uploaded

4.3 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.

5. Clarifications by Bidders

- 5.1 Bidders requiring any clarification on the RFP may submit their queries to the NMCG through e-procurement portal before the date mentioned in the Schedule of Selection Process at Clause 16.
- 5.2 The NMCG shall endeavour to respond to the queries within the period specified therein but not later than the date specified in the clause 16. The 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.
- 5.3 The NMCG reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 5 shall be construed as obliging the NMCG to respond to any question or to provide any clarification.

6. Communications

Communications, including the envelopes (if any) must contain "**Tender for Designing, Printing and Supply of Publicity and Branding Material for NMCG**" contain the following information, to be marked at the top in bold letters:

Procurement Wing,
National Mission for Clean Ganga,
1st Floor, Major Dhyan Chand National Stadium

India Gate, New Delhi-110002
Tel: 011- 23072900 || Ext: 438
E: jitender@nmcg.nic.in

7. Pre-Proposal Meeting

- 7.1 The Pre-Bid Conference will be conducted virtually on the date and time specified in Clause 16. The advisory along with details of meeting link will be uploaded prior to the meeting schedule.
- 7.2 Prior to the Pre-Proposal meeting, the Bidders may submit a list of queries and proposed suggestions, if any, to the tender requirements.
- 7.3 Bidders may note that NMCG may not entertain any deviations to the tender document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the tender document with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 7.4 In case of any change in the schedule of Pre-Proposal Meeting, the same will be communicated to Bidders through posting on the NMCG's website i.e., www.nmcg.nic.in and <https://eprocure.gov.in/cppp/> .
- 7.5 No interpretation, revision, or other communication from NMCG regarding this solicitation is valid unless in writing. NMCG may choose to send to all Bidders whose Proposals are under consideration, in writing or by any standard electronic means such as Mail or by uploading on website(s) of responses, including a description of the enquiry but without identifying its source to all the Bidders.

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 authorized to sign on behalf of the bidder.
- 8.2 The Bidders shall upload the Proposal with all pages numbered serially and by giving an index of submissions.
- 8.3 The bid shall contain no alternations, omissions or additions except those to comply with instruction issued by NMCG, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/singed by the person signing the bid.

9. Earnest Money Deposit (EMD)

- 9.1 The bidder shall attach the photocopy of Earnest Money Deposit (EMD) for an amount of **Rs.6,00,000/-** (Rupees Six Lakhs only) in the form of Demand Draft issued by any scheduled bank in favour of 'National Mission for Clean Ganga' payable at New Delhi, along with the uploading of bid. EMD, in original, should also be submitted at O/o NMCG on or before 18.11.2020 after uploading the proposal.
- 9.2 The EMD will remain valid for a period of forty-five days beyond the final bid validity period. NMCG shall not be liable for payment of any interest on the EMD. If required by the NMCG, bidders will have to extend validity of their EMD.
- 9.3 Any tender not accompanied by EMD shall be rejected.

- 9.4 Bidder(s) who are registered with NSIC/MSME are exempted from furnishing the EMD. For such case, copy of the valid registration certificate must be enclosed with the bid.
- 9.5 The EMD shall be returned to unsuccessful Bidders after expiry of the final Bid Validity Period and latest on or before the 30th day after award of the contract.
- 9.6 EMD shall be forfeited if the bidder withdraws his bid during the period of tender validity.
- 9.7 EMD shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by NMCG.

10. Submission of Bids

- 10.1 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.
- 10.2 The Bidder shall upload the Technical Proposal and the Financial Proposal separately by using the appropriate sections on e-procurement portal.
- 10.3 Validity of Bid: The bid must remain valid and open for acceptance for a period of **120 days** from the date of opening of Bid.

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 16. 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 Proposal of the bidder would be evaluated as per the eligibility criteria set out in the tender document, whether these are compliance in all respects. Bids will be evaluated based on the information submitted by bidder. 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 and Evaluation of Financial Bid

- 12.1 A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals.
- 12.2 The Financial Bids of the technically qualified bidders i.e. bidders who meet the eligibility criteria set out in the tender document, will be opened
- 12.3 The contract will be awarded on overall **Least Cost Selection (LCS)** basis.
- 12.4 **It is mandatory for bidders to quote for all the items required as per the tender.** In case any item is not quoted for, the bid will be either treated as non-responsive or will be proportionately loaded by the highest price quoted by any of the bidders for that item at the discretion of NMCG.
- 12.5 The Bidder shall quote the unit price for all the items separately indicating all applicable taxes as applicable. The quoted price shall be firm and fixed for the entire duration of

the contract period or beyond in case of Repeat Order option exercised by the NMCG or extension of the Contract on the same terms and conditions.

- 12.6 Arithmetic errors if any will be rectified on the following basis: if there is a discrepancy between the unit price and the total price obtained by multiplying by the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is discrepancy between words and figures, the amount mentioned in words shall prevail. If the Bidder does not accept the correction of the errors, their bid will be treated as non-responsive and it is liable for rejection.

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/ cancel 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 NMCG will award the contract to the Successful Bidder, whose bid has been found to be lowest quote bid, to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document.
- 14.2 NMCG will communicate the Successful Bidder by email 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 within 25 days from the date of issue of Letter of Award.
- 14.5 However, NMCG reserves the right to reject any or all the offers without assigning any reason whatsoever.

15. **Performance Security**

- 15.1 The Successful Bidder shall be required to furnish a Performance Security within 15 working days from the date of notification of award for an amount equal to 10% of the contract price 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.

- 15.2 Failure of the Successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security (EMD).

16. **Schedule of Bidding Process**

NMCG would endeavour to adhere to the following schedule:

#	Activity Description	Date
1.	RFP Publish date	26.10.2020
2.	RFP download start date	26.10.2020
3.	Bid Submission start date	26.10.2020 from 1700 Hrs.
4.	Clarification start date and time	26.10.2020 from 1800 Hrs.
5.	Pre-Bid Conference by Virtual Meeting Platform	03.11.2020 at 1100 Hrs.
6.	NMCG response to Queries	Up-till 09.11.2020
7.	Last Date for uploading of Bids	16.11.2020 up-to 1500 Hrs.
8.	Opening of Technical Bids via e-procurement portal	16.11.2020 at 1530 Hrs.
9.	Date for Opening of Financial Bids	To be notified later

III. ELIGIBILITY CRITERIA

1. The bidder should be Indian entity registered under the respective acts of India. Copy of Registration Certificate/ relevant documentary proof to be attached.
2. The bidder should have its office in Delhi NCR region. Copy of relevant documentary proof to be attached.
3. The average annual turnover of the bidder during last three financial years (F.Y.2016-17, F.Y.2017-18 and F.Y.2018-19) should be more than Rs.1,00,00,000 (Rupees One Crore). Copies of audited balance Sheet and profit and loss account for the above years must be submitted.
4. The bidder during the last five (5) years should have completed similar type of assignments with Government Departments/ Ministries/ PSUs/ Autonomous Organizations/ Private Sector. Documentary evidence (such as Work order along-with the completion certificate/ contracts/ payment receipt etc.) against one of the following conditions may be submitted:
 - a) Three similar completed services/ ongoing assignments* costing not less than the amount equal to Rs.1.30 Crore each; **OR**
 - b) Two similar completed services/ ongoing assignments* costing not less than the amount equal to Rs.1.60 Crore each; **OR**
 - c) One similar completed service/ ongoing assignments* costing not less than the amount equal to Rs.2.60 Crore;

****In case of ongoing assignments, bidder need to submit the work order along-with the Performance Certificate issued by client which confirms the total value of assignment and payment received (the assignment shall not consider, if the value of payment received is less than the amount mentioned above).***
5. The bidder participating in the tender should have PAN and GST registration Number. The documentary proof of such registrations shall be submitted.

Bidders are requested to submit the necessary documentary evidence such as Work order along-with the completion certificate/ contracts/ payment receipt against supply/ other relevant documentary proof for the aforesaid information along-with their bid.

IV. Scope of Work:**Required Items:**(Quantities given are estimates only. It is likely to vary)

S.No.	Item Description	Estimated Requirement for Two (2) Years	Unit
1.	<p><u>Poly Cotton collar T-Shirt</u></p> <ul style="list-style-type: none"> • Polyester Micro-Fiber (160 GSM) • Size: S, M, L, XL, XXL • Rubberized fine offset color printing with water-based ink system • Front & back printing • Color: White • With Namami Gange Logo/ as per the direction 	40,000	Nos.
2.	<p><u>Cotton T Shirt</u></p> <ul style="list-style-type: none"> • 260 gsm, Cotton Polyblend premium fabric with Rubberized fine offset color printing with water-based ink system • Size: S, M, L, XL, XXL • Front & back printing • Color: White • With Namami Gange Logo/ as per the direction 	10,000	Nos.
3.	<p><u>Caps</u></p> <ul style="list-style-type: none"> • Material - Polyester, • Pattern - Solid • Occasion - Sports/ Regular wear, • wash - Hand wash • Cut and printing / screen Printing 	40,000	Nos.
4.	<p><u>Caps</u></p> <ul style="list-style-type: none"> • Material - Cotton, • Pattern - Solid, • Occasion - Sports/regular wear • Wash cash - Hand wash • Cut and printing / screen Printing 	10,000	Nos.
5.	<p><u>Sippers</u></p> <ul style="list-style-type: none"> • Premium bottles • Capacity – 410 ML • Sticker Printing 	2,000	Nos.
6.	<p><u>Water Bottle</u></p> <p>Material – Plastic Capacity – 350 ML Printing - Sticker</p>	10,000	Nos.
7.	<p><u>Flask</u></p>	1,000	Nos.

S.No.	Item Description	Estimated Requirement for Two (2) Years	Unit
	Material – Steel Capacity – 750 ML Flip Style Vacuum Insulated Steel Flask with Flip Top LID		
8.	<u>School Bags</u> <ul style="list-style-type: none"> • Matte PVC Coated Polyester • Dimension: Height 15 inch; Width: 12 inches • Screen Printing 	5,000	Nos.
9.	<u>Pens</u> <ul style="list-style-type: none"> • Eco-friendly Pen • Screen Printing 	40,000	Nos.
10.	<u>Tote Bags</u> <ul style="list-style-type: none"> • Cotton • L16.1 x W14.4 	40,000	Nos.
11.	<u>Rope Handle Jute Bags</u> <ul style="list-style-type: none"> • L:14.3 x W:16.2 	10,000	Nos.
12.	<u>Pencil</u> <ul style="list-style-type: none"> • Nataraj wooden pencils 10 pc set box • Screen Printing 	20,000	Nos.
13.	<u>Round Badges</u> <ul style="list-style-type: none"> • Front side metal back plastic with pin • 58MM • Laser Printing 	60,000	Nos.
14.	<u>Wiro notebook</u> <ul style="list-style-type: none"> • 100 pages (50 Leafs), • text paper 70 gsm (printing 1+1 color), • front cover - 300gsm (printing 4+0 color), back cover pp black, binding wiro 	2,000	Nos.

Note:

- Namami Gange Logo to be printed as per the designs provided by NMCG. Content for Design and Logo will be shared with the Successful bidder.
- Sample design to be approved by NMCG before final printing.
- Items mentioned (tentatively) at S.No.1,3,6,8,10,12 and 13 in Section 'A' will be transported in bulk quantity to Ganga Basin 5 States (Uttarakhand, Uttar Pradesh, Bihar, Jharkhand and West Bengal) during the contract period;
- Other items (may be individual) will be delivered in PAN India;
- Out of the total quantity tentatively fixed for 14 items, around 25% will be delivered at O/o NMCG.
- No transportation cost will be considered for delivery of consignments at O/o NMCG, Delhi
- Delivery charges (quote) shall be considered for locations (other than NMCG), payment shall be made on on *pro-rata basis/ actual basis whichever is lower*.

Annexure-I**Form of Technical Bid Submission Letter**

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

Sub: Tender for Designing, Printing and Supply of Publicity and Branding Material such as T-Shirts, Caps, Badges, Bags, Bottles etc. to NMCG

Ref: Co/9/2020-Communication NMCG

Dear Sir,

I/ We, the undersigned, offer to Design, Printing and Supply of Publicity and Branding Material such as T-Shirts, Caps, Badges, Bags, Bottles etc. to National Mission for Clean Ganga. We are hereby submitting our bid, in a sealed envelope.

I/We, hereby declare that:

- (a) We are enclosing and submitting herewith our Bid, with the details as per the requirements of the tender, for your evaluation and consideration.
- (b) We enclosed the photocopy of EMD of Rs.6,50,000/- (Rupees Six Lakhs Fifty Thousand only) in accordance with the tender Document. The EMD in the form of Demand Draft is enclosed. Or
We are enclosing the copy of the registration under NSIC/ MSME for claiming exemption on EMD submission.
- (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 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,

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

Annexure-II**Information on Bidder's Organization**

S. No.	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder (Relevant documentary proof to be submitted)	
3.	Incorporation status of the Bidder (Company or Firm) (Relevant Certificate to be submitted in Technical Bid)	
4.	Year of Establishment (Copy of firm registration certificate to be submitted)	
5.	Details PAN registration (enclose copy)	
6.	Details GST registration (enclose copy)	
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)	

Signature of the Authorized Signatory
Name
Designation
Name of the Bidder

Annexure-III

Bidder's Authorization Certificate

To

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

**Sub: Tender for Designing, Printing and Supply of Publicity and Branding Material
such as T-Shirts, Caps, Badges, Bags, Bottles etc. to NMCG**

Ref: Co/9/2020-Communication NMCG

Dear Sir,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with tender No. _____ dated _____. He/ She is also authorized 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: -

Authorized Signatory:

Verified Signature:

Seal of the Organization:

Date:

Place:

Note: Please attach the board resolution / valid power of attorney in favour of person signing this authorization letter.

Annexure-IV

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

I _____ Proprietor/Director/Partner of the firm M/s _____ do hereby solemnly affirm that our firm M/s. _____ has not been blacklisted/debarred by any government organization/PSU/Autonomous body 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.

Signature of the Authorized Signatory
Name
Designation
Name of the Bidder

Annexure-V

Certificate of Conformity / No Deviation

To

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

Sub: Tender for Designing, Printing and Supply of Publicity and Branding Material such as T-Shirts, Caps, Badges, Bags, Bottles etc. to NMCG

Ref: Co/9/2020-Communication NMCG

Dear Sir,

This is to certify that, the specifications of Materials/ items which // We have mentioned in the Technical bid, and which // We shall supply if // We am/ are awarded with the work, are in conformity with the specifications specified in the tender document and that there are no deviations of any kind from the required specifications.

// We also certify that the price // we have quoted is inclusive of all the cost factors (except GST as applicable) involved in the end-to-end execution of the CONTRACT and to meet the desired Standards set out in the tender document.

Thanking you,

Signature of the Authorized Signatory
Name
Designation
Name of the Bidder

Annexure-VI

Similar Nature of Work Experience / Contracts

Details of projects successfully completed by the bidder in the last five years:

S. No.	Description of Project / Scope of the work	Name of the Client	Contract value (INR)	Contract Period		Completed/ Ongoing
				From	To	
1.						
2.						
3.						
...						

Note:

- In case of Completed Assignments, copies of Performance/ Completion Certificates should be supported with documents such as Work Order/ contracts/ LoAs so that the value and nature of service delivered could be ascertained.
- In case of Ongoing assignments, bidder need to submit the work order along-with the Performance Certificate issued by client which confirms the total value of assignment and payment received (the assignment shall not consider, if the value of payment received is less than the amount mentioned in clause no.4 under Eligibility Criteria on page no.9).

Signature of the Authorized Signatory

Name

Designation

Name of the Bidder

Annexure-VII**Financial Information of Bidder's Organization**

S.No.	Parameters	FY2016-17	FY2017-18	FY2018-19
1	Annual Turnover (in Rupees).			
Average Turnover				

Note:

- Copies of the CA Certificate / audited balance sheet and profit and loss account for the above financial years must be attached.

Signature of the Authorized Signatory

Name

Designation

Name of the Bidder

Annexure-VIII**Format of Pre-Proposal Queries**

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

Date:

**Sub: Tender for Designing, Printing and Supply of Publicity and Branding Material
such as T-Shirts, Caps, Badges, Bags, Bottles etc. to NMCG**

Ref: Co/9/2020-Communication NMCG

Dear Sir,

Following are the Clarifications and Comments from the Terms and Conditions and Scope of Work for the subject RFP. These Clarifications are exhaustive.

S. No.	Clause No. and Page reference	RFP text	Query
1			
2			
...			

Yours faithfully,

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

*Note:
On the Letter head of the Bidder*

Annexure - IX

Form of Bank Guarantee for Performance Security

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

WHEREAS _____ [Name and address of the firm] (hereinafter called the "Supplier") has undertaken, in pursuance of Letter of Award/Contract 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 Supplier 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 Supplier such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier 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 Supplier 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 Supplier 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 Supplier 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. _____ (Rupees _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

Notwithstanding anything contained hereinabove:

- A. Our liability under this guarantee shall not exceed Rs._____ (Rupees_____).
- B. This bank guarantee shall be valid upto _____.
- 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

Annexure- X

Form of Financial Bid Submission Letter

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

**Sub: Tender for Designing, Printing and Supply of Publicity and Branding Material
such as T-Shirts, Caps, Badges, Bags, Bottles etc. to NMCG**

Ref: Co/9/2020-Communication NMCG

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the tender document, I/ we, the undersigned, offer to supply the items as mentioned in the Bill of Material & in conformity with the said tender document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The prices are exclusive of applicable taxes i.e. GST as mentioned in the financial bid.

I / We undertake, if our bid is accepted, to deliver the Materials in accordance with the terms & conditions of the bidding document.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of 120 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the tender document and submit that we have not submitted any deviations in this regard.

Yours faithfully,

Signature of the Authorized Signatory
Name
Designation
Name of the Bidder

Annexure-XI

DRAFT CONTRACT

Tender for Designing, Printing and Supply of Publicity and Branding Material such as T-Shirts, Caps, Badges, Bags, Bottles etc. to NMCG**I. CONTRACT**

THIS CONTRACT (hereinafter called the "RC Contract/ Contract/ RC" is made on the _____ day of the month of _____, 2020 between

National Mission for Clean Ganga (NMCG), a society registered under the Societies Registration Act 1860, having its office at 1st Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110002 (hereinafter called "Purchaser" or "NMCG" which expression shall, unless excluded by or repugnant to be context be deemed to include its administrators, successors and assigns) of the one part

And

_____ {Name of the Firm} having its office at _____ (hereinafter called the "Supplier" which expression shall, unless excluded by or repugnant to be context be deemed to include its successors, legal assigns, executors or administrators) of the second part.

WHEREAS

- a) the Purchaser had invited bids (vide its Tender no. Co/9/2020-Communication NMCG dated _____ for Designing, Printing and Supply of Publicity and Branding Material such as T-Shirts, Caps, Badges, Bags, Bottles etc. to NMCG/ other locations in PAN India/ Ganga Basin 5 States (hereinafter called "the Materials");
- b) the Supplier, having represented to the Purchaser that he has the required experience and resources, has offered to provide in response to the aforesaid tender;
- c) the Purchaser has accepted the proposal of the Supplier and agrees to buy and the Supplier agrees to supply the Materials in conformity with the specifications specified in Appendix A of this Contract and in accordance with the terms and conditions of this Contract.

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: Bill of Materials
 - Appendix B: Letter of Award (LoA) issued by the Purchaser
 - Appendix C: Copy of Financial Bid of Supplier
 - Appendix D: Performance Bank Guarantee

2. The mutual rights and obligations of the Purchaser and the Supplier shall be as set forth in the Contract, in particular:
- a) the Supplier shall carry out and complete the supply of Materials in accordance with the provisions of the Contract; and
 - b) the Purchaser shall make payments to the Supplier in accordance with the provisions of the Contract.

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

All other terms and conditions of the tender document, clarifications, corrigendum and addendum if any shall form integral part of this Contract.

For and on behalf of
National Mission for Clean Ganga

For and on behalf of
{Name of the Supplier}

.....
.....

.....
.....

II. General Terms and Conditions

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) "Supplier" means the firm/agency that will supply the Materials to the Purchaser under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, i.e. the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Materials" means supply of T-Shirts, Bags, Caps, Badges, Aprons and Bands by the Supplier to the Purchaser.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.
- (f) "GC" means these General Conditions of Contract.
- (g) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (h) "Government" means the Government of India.
- (i) "Party" means the "Purchaser" or the "Supplier", as the case may be, and "Parties" means both of them.
- (j) "Services" means the work to be performed by the Supplier pursuant to this Contract, as described in Appendix A hereto.
- (k) "In writing" means communicated in written form with proof of receipt.

1.2. Law governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India, for time being in force as amended from time to time.

1.3. Subletting:

The Supplier shall not sublet, transfer or assign this contract or any part thereof without the prior written consent/approval of the NMCG. In the event of the Supplier contravening this condition, the contract is liable to be terminated and the Purchaser will be free to get the balance work or services under the contract executed at the risk and cost of the Supplier. The Supplier shall be liable for all the losses, damage which the NMCG may sustain in consequence or arising out of the services being provided under the contract.

1.4. Notices:

- 1.4.1. 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/e-mail to such Party at the address specified in the SC.
- 1.4.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

2. Contract Period

The contract will be effective from the date of award of work or signing of this Contract. The Contract is deemed to have started from _____ (hereinafter referred to as "Date of Start/Effective Date"). The Contract is for a period of 24 months. The Purchaser shall have the right to extend the term for subsequent year(s) based on the satisfactory performance of the Supplier and mutually agreed terms and conditions.

3. Contract Price

- (a) The total value of the Materials (T-Shirts, Caps, Badges, Bags, Bottles etc.) is as per Financial Bid and is Rs. _____ (Rupees _____ only) ("Contract Price").
- (b) The Contract Price shall be paid as per the Financial Bid subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- (c) Prices charged by the Supplier for the Materials delivered and the related services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
- (d) Prices will remain valid and firm during the Contract Period.

4. Scope of Contract

The Supplier undertakes to supply to the Purchaser, and the Purchaser undertakes to accept and pay for on the terms and conditions stipulated in this Contract for the Materials (T-Shirts, Bags, Caps, Badges, Aprons and Bands) at unit rate as specified in Appendix C.

The estimated annual quantities of the Materials are indicated at Scope of Work on page no.10-11 of this RFP document. This RC is in the nature of a standing offer for items of quantity of which may or may not be ordered in full. The Purchaser will place work orders during the currency of this RC for meeting requirements of Materials as and when required. The Supplier is bound to supply any quantity at the contracted rate during the currency of this contract as per the provisions of contract.

5. Delivery

- (a) Items mentioned at S.No.1, 3, 6, 8, 10, 12 and 13 in Scope of Work will be transported in bulk quantity to Ganga Basin 5 States (Uttarakhand, Uttar Pradesh, Bihar, Jharkhand and West Bengal) during the contract period;
- (b) Other items (may be individual) will be delivered in PAN India;
- (c) Out of the total quantity tentatively fixed for 19 items, around 25% will be delivered at O/o NMCG.
- (d) The delivery of the Materials shall be completed within the stipulated time period indicated in workorder issued from time to time as and when required.
- (e) Work order may include some or all the items, the Supplier shall submit the invoice for the items supplied as per work order on every such occasions.
- (f) The Supplier has to deliver the Materials to the Purchasers' office without any extra cost irrespective of the quantities involved. The expected timelines are given below:

Activity	Expected Timeline
Supply of Material mentioned in Scope of Work	Within 10 days from the date of workorder having been placed during the Contract Period or any other timeline as mentioned in the work order.

- (g) The Supplier, if faced with problems in timely delivery, which are beyond their control at any time during the contract, shall immediately inform the Purchaser in writing, about the causes of the delay and tentative duration of such delay etc. The Purchaser, on receipt of such notice, shall analyze the facts at the earliest and may at its sole discretion, extend the delivery/ Contract Period as deemed reasonable.
- (h) Any delay by the Supplier in the supply of Materials will make the Supplier liable to any or all of the following:
- i. Forfeiture of Performance Bank Guarantee
 - ii. Imposition of Liquidated Damage
 - iii. Termination of the Contract for default

6. Payment Terms

- (a) In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to supply the Materials and remedy any defects therein in all respects and in conformity with the provisions of the Contract.
- (b) The Purchaser hereby covenants to pay the Supplier in consideration of the supply of the Materials and remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.
- (c) The Supplier's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the Materials delivered and related services performed, and by the required documents submitted pursuant to conditions of the Contract and upon fulfilment of all the obligations stipulated in the Contract.
- (d) Payment will be made to the Supplier within fifteen (15) days on completion of supply and acceptance by the Purchaser for each supplies. GST as applicable shall be paid extra. The Supplier shall submit a pre-receipted bill/invoice along with satisfactory supply reports/ delivery challans duly signed by the Purchaser.
- (e) NMCG has right to inspect/ cross verify/ ask for delivery receipts pertaining to any/ all consignment at the time of processing of invoice.
- (f) All payments will be made in Indian Rupees only.
- (g) Any penalties/ Liquidated Damages, as applicable, for delay and non-performance, as mentioned in this Contract, will be deducted from the payments for the respective supplies.
- (h) Taxes, if any and as applicable, will be deducted/ paid as per the prevalent rules and regulations.
- (i) Payment in case of those Materials which replacement or removal for defects or rejected shall be made only prescribed specification or alternate Materials have been delivered to the destination as required by the Purchaser.
- (j) That in the event of the Supplier having failed to execute the Contract or any part of the Contract and /or failed to rectify any defect or any obligation within the Contract after issue of notice of 15 days, the Supplier shall be liable for damages

and the Purchaser shall have the right to get it done on the risk and expenses of the Supplier.

- (k) All payments under this Contract shall be made to the accounts of the Supplier as specified in SC.

7. Purchaser's Rights

- (a) The Purchaser reserves the right to make changes within the Scope of the Contract at any point of time.
- (b) The Purchaser reserves the right to place work order(s) during any period up to 24 months from the effective date of contract taking into account the same unit price for individual items as mentioned in the Financial Bid. The right of refusal of not getting the work done lies with the Purchaser.
- (c) If the Purchaser does not procure any subject matter of procurement specified in the tender document/ Contract due to change in circumstances, the Supplier shall not be entitled for any claim or compensation.
- (d) Since the Contract is for rates for various items, thus orders for items as per required quantities may be placed on the rates and conditions given in the Contract which will be valid for 24 months from the effective date of Contract.
- (e) As per the requirements, from time to time, the Purchaser shall issue a work order to the Supplier for supply of various items in one or more categories. However, the Contract does not guarantee the Supplier to receive any minimum/ committed number of work order(s) from Purchaser.
- (f) The work order shall specify the quantity of various items to be supplied along with delivery schedule.
- (g) The Contract for the Supply (RC) can be repudiated at any time by the Purchaser, if the supplies are not made to his satisfaction after giving an opportunity to the Supplier of being heard and recording the reasons for repudiation.
- (h) Before accepting the supply of Materials, the Materials will be inspected by the Purchaser. The Supplier has to ensure that the Materials supplied are in conformity with the specifications specified in the contract and the same can be checked during period of the Contract at the cost of the Supplier.

8. Quantity Variation Clause

The quantities mentioned in this contract are indicative only. The required quantities may vary to +/- 25%. However, the approved rate of each item as per Financial Bid and other terms and conditions shall remain unchanged during the period of the Contract. It will be entirely the discretion of the Purchaser to exercise this variation option or not. Additionally, the Purchaser reserves the right to not buy the quantities of some of the items that it does not require as stated in the Financial Bid.

9. Penalty for delayed services/ Liquidated Damages

As time is the essence of the contract, delivery period mentioned in the workorder should be strictly adhered to. If the supplier fails to supply the Materials as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 1% per day of delay of respective work order value subject to a

maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.

10. Performance Standards

- (a) The Supplier has to supply the Materials to the Purchaser within the timelines mentioned in the tender during the Contract Period or the timelines mentioned in the work order.
- (b) That in the event of the Supplier having failed to execute the Contract or any part of the Contract in accordance with the terms of the Contract or within reasonable time allowed by the Purchaser or shall be failing to perform the Contract or there shall be sub-standard performance on the Contract, the Performance Guarantee shall be forfeited and in that connection the decision of the Purchaser shall be final and binding.
- (c) In case any counterfeit or sub-standard Materials supplied by the Supplier, the Purchaser, at its own discretion, can also get the Materials audited for a random check to discourage the supply of counterfeit Materials supplied by the Supplier. Supply of counterfeit or sub-standard Materials will also attract termination of Contract and other suitable action against the Supplier.

11. Performance Security

The Supplier has furnished Performance Bank Guarantee No. _____ dated _____ amounting to Rs. _____/- (which is 10% of the total estimated value of the contract) and valid for a period of sixty (60) days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Bank Guarantee shall also be extended by the Supplier accordingly.

12. Specifications and Standards

- (a) All items supplied shall strictly conform to the specifications laid down in the tender document/contract and wherever Materials have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those items should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority of the Purchaser whether the Materials supplied conform to the specifications shall be final and binding on the Supplier.
- (b) The Materials supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Materials.

13. Rejection of Materials

- (a) Materials not approved during inspection shall be rejected and will have to be replaced by the Supplier at his own cost within the time fixed by the Purchaser.
- (b) The rejected Materials shall be removed from Purchaser's premises by the Supplier within Ten (10) days of intimation of rejection, after which Purchaser shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such Materials at his discretion, at the Supplier's risk and on his account.

14. Packing

- (a) The Supplier shall provide such packing of the Materials as is required to prevent its damage or deterioration during transit to reach destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation and open storage.
- (b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as is required for such Materials.

15. Transportation

The Supplier shall be responsible for transport by any means viz. sea, rail, road or air and delivery of the material in the good condition to the Purchaser at destination. In the event of any loss, damage or any shortage the Supplier shall be liable to make good such loss and shortage found at the checking/ inspection of the Materials by the Purchaser. No extra cost on such account shall be admissible.

16. Assignment or Transfer of Obligation:

This Contract shall inure to the benefit of each of the parties and their respective successors and neither party shall otherwise assign the benefit or burden of this Contract to any others, without the previous written consent of the other party.

17. Force Majeure

- (a) Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but not limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.
- (b) If a Force Majeure arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser, the Supplier shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Supplier shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

18. Termination

- (a) Termination on expiry of the Contract: The Contract shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Purchaser has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.
- (b) Termination on account of Force Majeure: Either party shall have the right to terminate the Contract on account of Force Majeure, as set forth in this contract.

- (c) Termination on account of Insolvency: In the event the Supplier at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Purchaser shall, by a notice in writing have the right to terminate the Contract and all the Supplier's rights and privileges hereunder, shall stand terminated forthwith.
- (d) Termination for Default: The Purchaser may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least thirty (30) days sent to the Supplier, terminate the Contract in whole or in part:
- (i) If the Supplier fails to deliver any or all quantities of the Materials within the time period specified in the Contract or any extension thereof granted by Purchaser; or
 - (ii) If the Supplier fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - (iii) If the Supplier, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract; or
 - (iv) If the Supplier commits breach of any condition of the contract.
- (e) Termination for Delay: The Supplier shall be required to supply the Materials as per defined schedule in the workorder. If the Supplier fails to do so within 20 days, the Contract may be terminated by the Purchaser by giving thirty (30) days written notice unless the Purchaser has extended the period with levy of Liquidated Damages.
- (f) Termination for Convenience
Purchaser, by a written notice of at least thirty (30) days sent to the Supplier may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated and the date upon which such termination becomes effective.
- (g) Consequences of Termination: The Materials that are delivered at destination within seven (7) days after issue of the notice of termination to the Supplier shall be accepted by the Purchaser at the Contract terms and prices and paid for subject to other terms and conditions of this Contract. In all cases of termination herein set forth, the obligation of the Purchaser to pay shall be limited to the period upto the date of effective termination unless stated otherwise in this Contract. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

19. Indemnity

The Supplier shall indemnify, protect and save the Purchaser/NMCG against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the Materials supplied by him.

Purchaser reserves the right to recover the cost towards any damage/loss caused due to the negligence on the part of the Supplier engaged.

20. Settlement of Disputes

- 20.1. **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, Arbitration clause mentioned hereunder shall become applicable.
- 20.2. **Arbitration:** In the case of dispute arising upon or in relation to or about the contract between the Purchaser and the Supplier, 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 Purchaser and the Supplier, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- 20.3. Arbitration proceedings shall be held in New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 20.4. The decision of a 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 NMCG and the Supplier. However, the expenses incurred by each party about 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.

21. Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be New Delhi only.

III. SPECIAL CONDITIONS OF CONTRACT

SCC Clause No.	Ref. of GC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.4	<p>Addresses: NMCG: National Mission for Clean Ganga (Ministry of Water Resources, River Development & Ganga Rejuvenation), 1st Floor, Major Dhyan Chand National Stadium, Near India Gate, New Delhi -110002 Tel: +91-11-23072900/901; Fax: +91-11-23049567</p> <p>Supplier: (Contact Persons name and contact details) </p>
2.	2	Effective date of contract.....
3.	3	The Contract Price is Rs. _____ (Rupees.....) exclusive of all applicable taxes and duties.
4.	9 (j)	Account Details of the Supplier: Name and Address of the Beneficiary: Bank: Branch: Address of the Bank: Account Number: Account Type: RTGS/NEFT/IFSC CODE: MICR NO:

Annexure - XI

FORM OF FINANCIAL BID (BoQ)

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