



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5747862
Dated/दिनांक : 24-12-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-01-2025 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	14-01-2025 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Water Resources River Development And Ganga Rejuvenation
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	National Mission For Clean Ganga
Office Name/कार्यालय का नाम	New Delhi
Item Category/मद केटेगरी	Custom Bid for Services - Request for Proposal for the Operation and Maintenance of Ganga District Performance Monitoring System Dashboard for Two Years
Similar Category/समान श्रेणी	<ul style="list-style-type: none">• Web/mobile based AR/VR or AR/VR related Application Development• Hiring of Professionals for Application Development and Maintenance• E-Learning Content Development
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	80 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	7 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण

Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	80000

ePBG Detail/ईपीबीजी विवरण

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

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

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

Beneficiary/लाभार्थी :

National Mission for Clean Ganga
1st Floor, Major Dhyanchand National Stadium, India Gate, New Delhi-110002
(National Mission For Clean Ganga)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन

Yes

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1735033972.pdf](#)

Payment Terms:[1735033934.pdf](#)

GEM Availability Report (GAR):[1735033995.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1735033999.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
Technical Qualification Parameters	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):70:30

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
30-12-2024 11:00:00	Video call link: https://meet.google.com/zuc-epnx-oku

Custom Bid For Services - Request For Proposal For The Operation And Maintenance Of Ganga District Performance Monitoring System Dashboard For Two Years (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Request for Proposal for the Operation and Maintenance of Ganga District Performance Monitoring System Dashboard for Two Years
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Avshesh Chauhan	110002,National Mission for Clean Ganga, Ministry of Jal Shakti, Department of Water Resources, River Development and Ganga Rejuvenation, First Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110002	1	N/A

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

1. Generic

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

2. Buyer Added Bid Specific ATC

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

3. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

National Mission for Clean Ganga

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

का आधार होगा।

---Thank You/धन्यवाद---

National Mission for Clean Ganga

Department of Water Resources, River Development & Ganga Rejuvenation

Ministry of Jal Shakti, Govt. of India

1st Floor, Major Dhyan Chand National Stadium

India Gate, New Delhi-110002

REQUEST FOR PROPOSAL

(GeM)

FOR

**THE OPERATION AND MAINTENANCE OF GANGA
DISTRICT PERFORMANCE MONITORING SYSTEM -
DASHBOARD FOR TWO YEARS**

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National Mission for Clean Ganga

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

1. NOTICE INVITING TENDER (NIT)

SN	PROJECT NAME	ESTIMATED COST
1.	Operational and Maintenance Support for Ganga District Performance Monitoring System (GDPMS)	INR 40,00,000.00

NMCG inviting proposals through Government e-Market Place (GeM) (<https://gem.gov.in/>) from interested firms who meet the eligibility criteria as per the Request for Proposal (RFP) document for **Operation and Maintenance of Ganga District Performance Monitoring System - Dashboard for two year.**

The interested and eligible bidders shall submit their proposals along with necessary documents only on GeM portal as stipulated in in the RFP document.

Bid Security/Earnest Money Deposit (EMD) equal to **Rs. 80,000/- (Rupees Eighty Thousand only)** in the form of Demand Draft issued by any scheduled bank in favour of 'National Mission for Clean Ganga' payable at New Delhi must be accompanied with the proposal. Exemptions allowed by Govt. of India in depositing Bid Security shall be permissible. In case Bidder claims exemption from submitting Bid Security, he must submit documentary evidence of their eligibility for such exemption along with Bid Securing Declaration in attached format.

For detailed eligibility criteria and terms of reference, please refer to the Request for Proposal (RFP) documents which can be downloaded from NMCG Website (www.nmcg.nic.in) and GeM portal (<https://gem.gov.in/>) as per the schedule mentioned above.

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.

2. INSTRUCTIONS TO BIDDERS

2.1. Who can Apply?

The bidder shall be a Sole Firm/Single entity. The combined Technical and Financial capacity of the member shall be considered for determining the eligibility of the bidder as stipulated in the RFP document. However, other terms and conditions of the RFP document are applicable to the bidder. Also, all bidders are responsible for the performance of the assignment. No bidder shall submit more than one proposal. A bidder applying individually shall not be entitled to submit another proposal either individually or as a member, as the case may be.

Joint Venture/Consortium Not Allowed

2.2. Expectations from the bidder.

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.

2.3. Preparation of Bids

- Language: Bids and all accompanying documents shall be in English language. In case any accompanying documents are in other languages, it shall be accompanied by an English Translation. The English version shall prevail in matters of interpretation.
- 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.
- Cost of Bid: The bidders shall be responsible for all of the costs associated with the preparation of their proposals and their participation in the tender process including subsequent negotiation, visits to the NMCG, Project site etc. NMCG will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
- 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.

2.4. Clarifications by Bidders

- Bidders requiring any clarification on the RFP may submit their queries to NMCG through GeM portal within four (4) days from the date and time of publication of RFP (as per GeM provision).
- 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 GeM 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 GeM Portal.
- NMCG reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the NMCG to respond to any question or to provide any clarification.

2.5. Amendment of RFP

- 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 GeM portal.

- In order to afford the bidders a reasonable time for taking an amendment into account, or for any other reason, the NMCG may, in its sole discretion, extend the bid submission date.

2.6. Pre-Proposal Meeting

- To clarify and discuss issues with respect to the Project and the RFP Document, a Pre-Proposal meeting (“Pre-Proposal Meeting”) will be conducted virtually (online) on the date and time specified in Clause 16.
- Attendance of the bidders at the Pre-Proposal Meeting is not mandatory. NMCG will endeavour to respond to all queries received by the scheduled date as per clause 16 from all bidders, irrespective of attendance of the bidder in the Pre-Proposal Meeting.

2.7. Format and Signing of Bid

- 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.
- 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.

2.8. Submission of Bids

- The Bidders shall upload the electronic copy of the Proposal (with all pages numbered serially and by giving an index of submissions) through GeM portal after digitally signing of all the documents.
- The bidder shall upload the Technical Proposal and the Financial Proposal separately by using the appropriate sections on GeM portal.
- NMCG, if required, will request the bidder to submit the hard copy of the original Power of Attorney and Joint Bidding Agreement (if applicable) for scrutiny.
- 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.
- The rates quoted shall be firm throughout the period of performance of the assignment and discharge **of all obligations of the agency under the Contract.**

2.9. Validity of Bid

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

2.10. 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. NMCG 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.

2.11. Opening and Evaluation of Technical Bid

- The electronic “Technical Proposals” shall be opened first, through GeM portal on the date and time specified in clause 16. The “Financial Proposals” shall remain unopened in the GeM portal, until the subsequent public opening following the evaluation of the Technical Proposals.
- The Technical Bid of the bidder would be evaluated as per the eligibility criteria set out in the RFP document. Bids will be evaluated based on the information submitted by the bidders. However, NMCG reserves the right to seek clarification/documents from the bidders, if NMCG considers it necessary for proper assessment of the bid.
- The Technical Bids will be evaluated based on eligibility criteria and only those bidders who meet the requirement shall qualify for further evaluation.

2.12. Opening of Financial Bid and Final Evaluation

- The electronic “Financial Proposals” of the technically qualified bidders shall be opened, through GeM portal on the date and time specified.
- The selection of the bidder shall be based on Quality & Cost Based Selection method (70:30).
- 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,
 - invite the second lowest bidder and negotiate upon the following scenario, or
 - take any such measure as may be deemed fit in the sole discretion of NMCG, including annulment of the Bidding Process.

2.13. Right to accept any Bid and to reject any or all Bids

- 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.
- 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.
- 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 contract.**

2.14. Award of Contract

- NMCG will award the contract to the Successful Bidder to perform the contract satisfactorily as per the terms and conditions incorporated in the RFP document.
- 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.
- The Successful Bidder will be required to commence the assignment at the earliest as communicated by NMCG in this regard.
- 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.

2.15. Bid Security and Performance Security

- **Bid Security (EMD)**

a. The Bidder shall furnish as part of its Proposal, a bid security of **Rs 80,000/- (Rupees Eighty Thousand only)** in the form of Demand Draft issued by any of the Nationalized/ Scheduled Banks in India in favour of the National Mission for Clean Ganga payable at New Delhi (the “Bid Security”).

Exemptions allowed by Govt. of India in depositing Bid Security shall be permissible. In case Bidder claims exemption from submitting Bid Security, he must submit documentary evidence of their eligibility for such exemption along with Bid Securing Declaration in attached format.

The bid securities of unsuccessful bidders, during first stage i.e. technical evaluation, shall be returned within 30 days from the date of declaration of technical evaluation result. The bid securities of remaining bidders shall be returned upon the Selected Bidder signing the contract, but in no case not later than 45 (Forty-Five) days from the expiry of validity of proposal.

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

b. Any bid not accompanied by the Bid Security shall be rejected by the NMCG as non-responsive.

c. NMCG shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

d. The bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the NMCG's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the NMCG as the mutually agreed pre-estimated compensation and damage payable to the NMCG for, inter alia, the time, cost and effort of the NMCG in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If a Bidder submits a non-responsive Proposal;
- b) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time;
- c) In the case of a Selected Bidder, if the Bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by NMCG.

e. If the bidder is registered as Micro and small Enterprises (MSE) as defined in the MSE procurement policy issued by Ministry of Micro, Small and Medium Enterprises (MSME), such bidder is exempted from furnishing only the bid security as mentioned in this clause.

- **Performance Security**

The Successful Bidder shall be required to furnish a Performance Security prior to sign the contract (for an amount which is 5% 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 Performance 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.

2.16. Schedule of Bidding Process

NMCG would endeavour to adhere to the following schedule:

S.No.	Event Description	Date and Time
1	RFP Publish date	24.12.2024
2	Pre-Bid Conference by Virtual Meeting Platform	30.12.2024 at 11.00 AM Video call link: https://meet.google.com/zuc-epnx-oku
3	Last date & time for submission (upload) of online bidding document (Proposal Due Date or PDD)	14.01.2025 up to 04.00 PM
4	Opening of Technical Proposals through GeM portal	14.01.2025 at 04.30 PM
5	Opening of Financial Proposal through GeM portal	To be informed later
6	Signing of Contract	Within 15 days of acceptance of LoA
7	Validity of Proposal	180 days from Proposal Due Date

TERMS OF REFERENCE

BACKGROUND

- 1.1. Government of India has approved the 'Namami Gange Programme' as an integrated approach for effective abatement of pollution in river Ganga. The 'Namami Gange Programme' involves an enormous level of development work to be carried out across the identified cities and villages in the eleven States identified under the programme. The 'Namami Gange Programme' is an integrated Conservation Mission, approved as a 'Flagship Programme' by the Union Government in June, 2014 for a period up to March 2021 with budget outlay of Rs. 20,000 Crore to accomplish the objectives of effective abatement of pollution, conservation and rejuvenation of the national river, Ganga. Further the programme was extended up to March 2026 with an outlay of Rs. 22,500 Crore which includes the ongoing liabilities.
- 1.2. The National Mission for Clean Ganga (NMCG) is the implementation wing of National Ganga Council, which was setup in October 2016 under the River Ganga (Rejuvenation, Protection and Management) Authorities order 2016. The aim of NMGC is to clean the River Ganga and its tributaries in a comprehensive manner with an objective of effective abatement of pollution, conservation and rejuvenation of National River Ganga.
- 1.3. More than 450 projects have been sanctioned while few more are being sanctioned for providing sewerage network or intercepting domestic sewage in drains flowing into the rivers, diverting them to Sewage Treatment Plants (to be/being constructed/already constructed under Namami Gange Programme) and constructing Sewage Treatment Plants/ rehabilitate existing Plants for treating the sewage such that the effluent there from joining the rivers does not pollute the River Ganga. There are wide varieties of projects at various geographical locations ranging from sewerage infrastructure projects, ghats & crematoria projects, biodiversity projects, Arth Ganga, river surface cleaning projects, in-situ treatment of waste water in drains, ghat cleaning, afforestation etc. In view of this software customized to monitor such a variety of projects is needed.

2. Existing Project

NMCG has designed and developed a Ganga Districts Performance Monitoring System (GDPMS). GDPMS is a comprehensive Web Portal designed to monitor and evaluate the performance of various initiatives, activities, and services within the Ganga district. It serves as a centralized platform for collecting, analyzing, and presenting data related to key metrics, enabling National Mission for Clean Ganga department to make informed decisions and track progress effectively

2.1. Functionality of the GDPMS Portal:

- **Geo Spatial visualization:** The system has been enabled with GIS technology to bring the whole system into a spatial environment which will allow the user to see the entire GDPMS result/report in the map view.
- **MIS visualization:** The system consists of MIS views for the complete Ganga Basin and state with reports and smart charts enabled visualization of over-all performance, incremental performance, indicator wise performance and ranking chart.

- **Data Collection Portal:** Web-based platform for collecting monthly data on Themes and Indicators, initiative details, meeting minutes, and special drives.
- **Scoring and Ranking System:** Compares district performance based on themes and indicators and Creates scores to rank districts accordingly.
- **Meeting Reporting Module:** Generates reports on meeting attendance and agendas discussed.
- **Reporting and Analytics Section:** Provides tools for real-time progress monitoring and data visualization. Enable users to monitor progress at District/State/Admin levels.
- **Notification System:** Send out notifications at various levels to alert users about updates, progress, and important events related to the monitoring and evaluation process
- **Data Aggregation and Visualization Tools:** Analyses and visualizes data related to various themes and indicators.
- **User Management and Authentication:** Ensures data security and privacy through user authentication and access control.

2.2. Technologies used:

GDPMS is developed on Open-Source Software tools which as mentioned below:

2.2.1. Services:

UI Service: This service is responsible for designing and implementing the user interface and experience of an application, handling how users interact with the system.

Backend Service: backend service for APIs interacts with data to process, manage, and serve information to clients efficiently.

User Management Service: The user management service handles the creation, maintenance, and administration of user accounts and their permissions.

GeoServer Service: GeoServer Service is used for accessing, publishing, and managing geospatial data.

Nginx Service: Nginx is a high-performance web server and reverse proxy that efficiently manages and serves network traffic.

2.2.2. Databases:

Cassandra Database – Database to hold the meeting information and District indicator data. Apache Cassandra enables the capability to store metadata and business data. This is a free and open source distributed wide column store NoSQL database management system.

MYSQL Database – Database to hold the metadata of State, District names and mapping and entity data in relational tables. MySQL enables the capability to store location data, grid data, user data and user profile and other metadata. It is an open-source relational database management system (RDBMS). It stores data in terms of relations as opposed to the document-based models used by NoSQL databases.

PostgreSQL – Database to hold the India, State and district Map information and Ganga Basin details. PostgreSQL is designed to process and store GeoSpatial data. PostgreSQL provides

enterprise-class performance and functions among current Open- Source DBMS with no end of development possibilities.

2.2.3. Application Server

Sr. No.	Applications	Version
1	NodeJS	10.16.0
2	Java	8.0.3
3	Sbt	1.7.1
4	Nginx	1.22.0

2.2.4. Database Server

SR No.	Databases/ Applications	Version
1	Java	8.0.3
2	Python	2.7.18
3	MySQL	5.7.23
4	Cassandra	3.11.4
5	Tomcat	9.0.68
6	GeoServer	2.21.1
7	PostGres	14.5

2.2.5. Backend technology: Java, Play framework, Spring, Geoserver

2.2.6. User Interface: Angular, NodeJS, GeoServer

2.3. Dashboard is hosted on NIC (National Informatics Center) Cloud Platform.

2.4. Url of the portal is <https://gdpms.mowr.gov.in/>

3. Objectives of the Assignment:

The bids have been invited to identify software development agency for operational and maintenance support of the GDPMS Web Portal. The primary objective is to provide operational and maintenance and this includes:

- A. Minor Changes in the Web Portal.
- B. Operation and maintenance of the Web Portal.
- C. Security audit for the NIC (as and when required).
- D. SSL certificate installation.
- E. Migration from one NIC cloud to another.

Following activities to performed in order to provide operational and maintenance support:

- i. To fix any technical glitches arises on the portal.
- ii. To Add new features on the GDPMs portal as when required.
- iii. To take the backup of the GDPMs portal once in a week.

- iv. To secure the dashboard, from time to time update the patches of the security.
- v. If any technical issue arises in hosting Server Side with respect to application/database, then fix the issue in coordination with NMCG IT Team.
- vi. To provide GDPMS portal technical assistance to the department team.
- vii. To conduct capacity building of Department officials, SGC & DGC w.r.t GDPMS portal.
- viii. Submit task report for the operational & maintenance support by the end of each month.
- ix. Security audit of GDPMS portal through empanelled CertIn Agency
- x. SSL Certificate installation
- xi. Migration of Portal from one NIC server to other.

Important compliance:

- i. No data should be shared with anyone without NMCG notice & written consent.
- ii. No sharing of source code to anyone without NMCG notice & written consent.
- iii. Security Audit of GDPMS Portal to be performed by the agency, Security Audit only be performed by the CertIn (Indian Computer Emergency Response Team, under Ministry of Electronic and Information Technology (Govt. of India)) empanelled agency. Cost of Security Audit to be borne by the agency.

4. Key Deliverables:

- 4.1.** To update the application/software version as used in GDPMS portal.
 - Perform regular assessments of all software libraries, frameworks, and tools used in the GDPMS portal.
 - Upgrade software components such as Angular, NodeJS, Java, Cassandra, MySQL, PostgreSQL, and other backend and frontend technologies as and when required.
 - Test the portal's functionality and stability after each update to ensure compatibility and performance optimization.
- 4.2.** To Customization of New Reports as when required.
 - Gather and analyse requirements from NMCG regarding new report formats and metrics.
 - Design, develop, and implement new reports using the existing reporting and analytics framework.
 - Ensure that new reports are integrated seamlessly into the MIS visualization and are accessible through the portal's user interface.
 - Provide training and documentation for users on accessing and interpreting new reports.
- 4.3.** Security Audit and Compliance:
 - Security Audit of the GDPMS Web portal to be performed as per NIC Cert IN Security Audit guidelines (Empanelled Agency under CertIN)
 - Address all identified vulnerabilities and implement recommended security measures.
- 4.4.** Technical Issue Resolution and Maintenance:

- To fix any technical glitches arises in the application/software.
- Coordinate with the NMCG IT team for server-side issues related to application and database management.

4.5. Weekly Data backup:

- Perform comprehensive weekly backups of all critical data, including user data, project information, and spatial data.
- Store backups in secure locations, ensuring data can be restored in case of data loss or corruption.

4.6. User Manual Updates and Training:

- Update user manuals and documentation to reflect new features, changes, and best practices.
- Conduct training sessions on new functionalities and usage guidelines.
- Provide ongoing support and assistance to users, addressing queries and technical issues.

4.7. SSL Certificate Installation and Server Migration

- Install and update SSL certificates

4.8. Server Migration

- Plan and execute the migration (if needed) of the portal from one NIC server to another NIC server, ensuring minimal disruption and data integrity.
- Perform thorough testing post-migration to confirm the portal's functionality and stability.

4.9. Technical Support for maintenance of the GDPMS Portal include one (1) Project Manager, two (2) Senior Programmer and provide offsite support to NMCGs. Project Manager will monitor all the assigned task related to GDPMS Portal and visit NMCG office as and when required.

4.10. Any reported problem has to be resolved within 4 hours and the developer shall ensure that the software/application does not have a complete break-down period of more than 24 hours. However, for critical problems, extra time may be allowed for rectification.

5. Project Duration:

Operational and Maintenance support for GDPMS Portal:

Operational and Maintenance Support for GDPMS would be initially for a period of 2 year. The period could subsequently be extended for further period of 1 year, based on satisfactory performance of the agency.

Selected agency shall provide trouble-free off-site Maintenance for the entire contract period. Project Manager must visit NMCG as and when required.

6. Key Personnel

The agency Team shall consist of the following key personnel (the “Key Personnel”) who shall discharge their respective responsibilities as specified in Scope of Work:

S. No.	Category Name	Educational Qualification and Expertise required
1	Project Manager	MBA/B.Tech in Computer Science/IT/Electronics Course with more than 10 years of relevant work experience.
2	Sr. Programmer (I)	<ul style="list-style-type: none">● B. Tech IT/Computer Science/ Electronics/MCA with more than 5 years of relevant work experience● Experience in software development for major software development projects with proven programming skills and having working experience with Java, MySQL, Cassandra, PostGres, Python, GeoServer, Tomcat etc.● Knowledge of data protection norms/Govt. guidelines would be added advantage.● Working Experience of minimum 3 years on similar government project.● Successfully delivered 2-3 similar nature project with Government only
3	Sr. Programmer (II)	<ul style="list-style-type: none">● B. Tech IT/Computer Science/ Electronics/MCA with more than 5 years of relevant work experience● Experience in software development for major software development projects with proven programming skills and having experience with HTML, CSS, Javascript, typescript, bootstrap, Postgres, Geoserver etc.● Knowledge of data protection norms/Govt. guidelines would be added advantage.● Working Experience of minimum 3 years on similar government project.● Successfully delivered 2-3 similar nature project with Government only

The Bidder has to submit relevant documents against each position for supporting the Educational Qualification and Experience of the individual key personnel.

ELIGIBILITY AND EVALUATION CRITERIA

A) Eligibility Criteria

S. No.	Eligibility Criteria	Documents to be submitted
Experience and Expertise		
Technical Capability		
1	The agency should have an experience of over 7+ years working in the area of Website and Mobile App design, development, and maintenance in water management sector.	Relevant Work Orders along with corresponding Work Completion Certificates must be submitted. In case Work Completion Certificate is not available, the Bidder can also submit Proof of received payments against the respective assignment/ project duly certified by Chartered Accountant.
2	The agency must have successfully executed at least five projects, each valued over 50 lakhs, in cloud-based web GIS systems in the water sector for the government, involving complex data management and large-scale deployment.	Relevant Work Orders along with corresponding Work Completion Certificates must be submitted. In case Work Completion Certificate is not available, the Bidder can also submit Proof of received payments against the respective assignment/ project duly certified by Chartered Accountant.
3	The agency must have successfully performed security audited (either bidder or through third party) for Projects and compliance checks according to guidelines set by the National Informatics Centre (NIC) and CertIN in minimum 3 Projects.	Relevant Work Orders along with corresponding Work Completion Certificates must be submitted. In case Work Completion Certificate is not available, the Bidder can also submit Proof of received payments against the respective assignment/ project duly certified by Chartered Accountant.
Certifications		
3	Quality Certification (Consulting and Implementation services in the Field of	Documentary evidence must be submitted.

	<p>GIS, website, Application Development, Cloud Software Development)</p> <p>a. The Bidder should have minimum of ISO 9001:2015</p> <p>b. The Bidder should have minimum of ISO 27001:2013</p> <p>c. The Bidder should have minimum of CMMI Maturity Level 3</p>	
Financial Capability		
4	<p>The agency should have a minimum average annual turnover of INR 80.00 Lakhs over the last three financial years (FY 2021-22, FY 2022-23, FY2023-24).</p>	<p>Financial Information of Bidder's Organization as per <u>Annexure VII</u> must be submitted.</p>
Human Resources		
The agency should have a team comprising at least:		
5	<p>One Project Manager with MBA/B.Tech in Computer Science/IT/Electronics and over 10 years of relevant work experience.</p>	<p>Curriculum Vitae (CV) of the proposed personnel as per <u>Annexure XII</u> (duly signed by himself/herself as well as authorized signatory) must be submitted. The Bidder has to submit relevant documents against each position for supporting the Educational Qualification and Experience of the individual key personnel.</p>
6	<p>Senior Software Engineer with B. Tech in IT/Computer Science/Electronics or equivalent each having more than 5 years of relevant work experience, specializing in areas such as java, MySQL, Cassandra, PostGres, Python, and data protection norms/govt. guidelines.</p>	<p>Curriculum Vitae (CV) of the proposed personnel as per <u>Annexure XII</u> (duly signed by himself/herself as well as authorized signatory) must be submitted. The Bidder has to submit relevant documents against each position for supporting the Educational Qualification and</p>

		Experience of the individual key personnel.
7	Senior Software Engineer with B. Tech in IT/Computer Science/Electronics or equivalent each having more than 5 years of relevant work experience, specializing in areas such as HTML, CSS, Javascript, typescript, bootstrap, Postgres, Geoserver, and data protection norms/govt. guidelines.	Curriculum Vitae (CV) of the proposed personnel as per <u>Annexure XII</u> (duly signed by himself/herself as well as authorized signatory) must be submitted. The Bidder has to submit relevant documents against each position for supporting the Educational Qualification and Experience of the individual key personnel.
Pre-requisites		
8	The agency must have a proven track record of providing comprehensive maintenance and support services for large-scale cloud-based web GIS portals and applications, particularly those involving complex data management and visualization.	Relevant Work Orders along with corresponding Work Completion Certificates must be submitted. In case Work Completion Certificate is not available, the Bidder can also submit Proof of received payments against the respective assignment/ project duly certified by Chartered Accountant.
9	Proven security audited performed for Projects and compliance checks according to guidelines set by the National Informatics Centre (NIC) and CertIN in minimum 3 Projects.	Relevant Security Audit Certificate
10	The agency must have experience with Geo Spatial visualization and the integration of GIS technology for monitoring systems.	Relevant Work Orders along with corresponding Work Completion Certificates must be submitted. In case Work Completion Certificate is not available, the Bidder can also submit Proof of received payments against the

		respective assignment/ project duly certified by Chartered Accountant.
11	Location and Accessibility: The agency must have the capability to provide “on-site and off-site support” with the Project Manager available to visit NMCG as and when required.	Documentary evidence in the form of Undertaking on Bidder’s letterhead must be submitted.
12	Proof of Concept: The agency must provide case studies or proof of similar successful projects delivered to governmental organizations or large enterprises, illustrating their competency in handling projects of a similar scale and complexity.	Documentary evidence must be submitted.
13	The agency must demonstrate the ability to scale the GDPMS portal's infrastructure and services to accommodate future growth and changes in requirements.	Documentary evidence must be submitted.
14	The agency should provide details of their approach to managing system upgrades, infrastructure changes, and feature enhancements, ensuring minimal disruption to the portal's operations.	Documentary evidence must be submitted.
15	The agency must have a proven track record of providing comprehensive training and knowledge transfer to the client's team, ensuring the smooth handover of maintenance and support responsibilities.	Documentary evidence must be submitted.
16	The agency should provide details of their training methodologies, user manual development, and knowledge	Documentary evidence must be submitted.

	transfer processes to enable the client's team to independently manage the GDPMS portal in the long run.	
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B) Evaluation Criteria

- Evaluation of Technical Proposals**

In the first stage, the Technical Proposal will be evaluated on the basis of Bidder's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Bidders whose Technical Proposals get a score of 70 (seventy) marks or more out of 100 (one hundred) shall qualify for further consideration.

- The scoring criteria to be used for evaluation shall be as follows.

Evaluation Criteria		Points	Max Points							
1. Experience and Expertise			40							
1.1. Experience of over 7+ years in website and mobile app design, development, and maintenance for water management sector. <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th>Experience</th> <th>Max Point</th> </tr> </thead> <tbody> <tr> <td>7 years of experience</td> <td>5 Points</td> </tr> <tr> <td>8-10 years of experience</td> <td>10 Points</td> </tr> <tr> <td>More than 10 years of experience</td> <td>15 Points</td> </tr> </tbody> </table>	Experience	Max Point	7 years of experience	5 Points	8-10 years of experience	10 Points	More than 10 years of experience	15 Points	15	
Experience	Max Point									
7 years of experience	5 Points									
8-10 years of experience	10 Points									
More than 10 years of experience	15 Points									
1.2. Proven track record of providing maintenance and support services for open-source cloud-based web GIS portals and applications project. <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th>Projects</th> <th>Max Point</th> </tr> </thead> <tbody> <tr> <td>No of Projects = 5</td> <td>5 Points</td> </tr> <tr> <td>No of Project 6-9</td> <td>10 Points</td> </tr> <tr> <td>No of Project 10 or more</td> <td>15 Points</td> </tr> </tbody> </table> <p>Copy of Work Order + Work Completion Certificates from the client to be submitted.</p>	Projects	Max Point	No of Projects = 5	5 Points	No of Project 6-9	10 Points	No of Project 10 or more	15 Points	15	
Projects	Max Point									
No of Projects = 5	5 Points									
No of Project 6-9	10 Points									
No of Project 10 or more	15 Points									
1.3. "Quality Certification (Consulting and Implementation services in the Field of GIS, website, Application Development, Cloud Software Development) <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th>Certification</th> <th>Max Point</th> </tr> </thead> <tbody> <tr> <td>ISO 9001:2015</td> <td>2.5 Points</td> </tr> <tr> <td>ISO 27001:2013</td> <td>2.5 Points</td> </tr> <tr> <td>CMMI Maturity Level 3 Or CMMI Maturity Level 5</td> <td>3 Points 5 Points</td> </tr> </tbody> </table> <p>Copy of Valid Certifications to be Submitted</p>	Certification	Max Point	ISO 9001:2015	2.5 Points	ISO 27001:2013	2.5 Points	CMMI Maturity Level 3 Or CMMI Maturity Level 5	3 Points 5 Points	10	
Certification	Max Point									
ISO 9001:2015	2.5 Points									
ISO 27001:2013	2.5 Points									
CMMI Maturity Level 3 Or CMMI Maturity Level 5	3 Points 5 Points									

Evaluation Criteria		Points	Max Points								
2. Financial Criteria			15								
2.1. Minimum average annual turnover of INR 80 Lakhs over the last three financial years <table border="1" data-bbox="323 398 1051 582"> <thead> <tr> <th>Certification</th> <th>Max Point</th> </tr> </thead> <tbody> <tr> <td>>=80 Lakhs but <=1.5 Cr</td> <td>5 Points</td> </tr> <tr> <td>>1.5 Cr but <=2.5 Cr</td> <td>10 Points</td> </tr> <tr> <td>>2.5 Cr</td> <td>15 Points</td> </tr> </tbody> </table> <p>Copy of last three years audited balance sheet and profit and loss account and CA Certificate with CA's Registration Number/ Seal to be submitted.</p>		Certification	Max Point	>=80 Lakhs but <=1.5 Cr	5 Points	>1.5 Cr but <=2.5 Cr	10 Points	>2.5 Cr	15 Points	15	
Certification	Max Point										
>=80 Lakhs but <=1.5 Cr	5 Points										
>1.5 Cr but <=2.5 Cr	10 Points										
>2.5 Cr	15 Points										
3. Technical Capability			15								
3.1. Proven security audited performed for Projects and compliance checks according to guidelines set by the National Informatics Centre (NIC) and CertIN in minimum 3 Projects. <table border="1" data-bbox="323 972 1051 1155"> <thead> <tr> <th>Projects</th> <th>Max Point</th> </tr> </thead> <tbody> <tr> <td>No of Project 3-4</td> <td>5 Points</td> </tr> <tr> <td>No of Project 5-6</td> <td>10 Points</td> </tr> <tr> <td>No of Project 7 or more</td> <td>15 Points</td> </tr> </tbody> </table>		Projects	Max Point	No of Project 3-4	5 Points	No of Project 5-6	10 Points	No of Project 7 or more	15 Points	15	
Projects	Max Point										
No of Project 3-4	5 Points										
No of Project 5-6	10 Points										
No of Project 7 or more	15 Points										
4. Human Resources			15								
4.1. One Project Manager with MBA/B.Tech in Computer Science/IT/Electronics and over 10 years of relevant work experience.		5									
4.2. Senior Software Engineer with B. Tech in IT/Computer Science/Electronics or equivalent each having more than 5 years of relevant work experience, specializing in areas such as java, MySQL, Cassandra, Postgres, Python, and data protection norms/govt. guidelines.		5									
4.3. Senior Software Engineer with B. Tech in IT/Computer Science/Electronics or equivalent each having more than 5 years of relevant work experience, specializing in areas such as HTML, CSS, Javascript, typescript, bootstrap, Postgres, Geoserver, and data protection norms/govt. guidelines.		5									
5. Scalability and Adaptability			15								
5.1. Details of their approach and methodology to managing system upgrades, infrastructure changes, and feature enhancements, ensuring minimal disruption to the portal's operations and maintenance support.		15									
Total		100	100								

Only those bids which have a minimum technical score of 70% of total marks as in table above shall be considered technically qualified.

C) The Quality and Cost Based Selection (QCBS) calculation is as follows:

- i. The technical score is calculated as:
 - a. $\text{Technical Score (T)} = \text{Bidder's Technical Score} / \text{Highest Technical Score} \times 100$
- ii. The commercial score is calculated as:
 - a. $\text{Commercial Score (C)} = \text{Lowest Commercial Price} / \text{Bidder's Commercial Price} \times 100$
- iii. $\text{Combined Score (F)} = (\text{Technical Score} \times 0.7) + (\text{Commercial Score} \times 0.3)$
- iv. The technical score is weighted at 70% and the commercial score is weighted at 30%. The contract shall be awarded to the bidder with highest combined score.

Annexure-I: 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, in a sealed envelope.

I/We, hereby declare that:

- (a) We are submitting herewith our Bid, with the details as per the requirements of the tender, for your evaluation and consideration.
- (b) We submitted the Bid Security 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) The Financial Proposal is being submitted separately by using the appropriate section on GeM portal. This Technical Proposal read with the Financial Proposal shall constitute the Proposal which shall be binding on us
- (i) We agree to keep this bid valid for acceptance for a period of *[insert number of days as per tender requirement]* from the date of opening the bid.

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of the Bidder / Lead Member)

Annexure-II: Information on Bidder's Organization

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

.....

Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: _____

Date: _____

Annexure-III: Power of Attorney

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

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for _____ including but not limited to signing and submission of all Proposals, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the NMCG, representing us in all matters before the NMCG, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the NMCG in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Contract with the NMCG.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For
(Signature, name, designation and address)

Annexure-IV: Disclosure of Code of Integrity

It is hereby disclose that we shall not act in contravention of the codes as under:-

1. Prohibition of:-
 - a) Making offer either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b) Any omission, or misrepresentation that may mislead or attempt to mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - c) Any collusion bid rigging or anti-competitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
 - f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g) Obstruction of any investigation or auditing of a procurement process.
 - h) Making false declaration or providing false information for participation in a tender process or to secure a contract.
2. It is also disclosed that no previous transgressions have been made in respect of the provisions of Sub Clause (i) of Rule 175 of GFR with any entity in any country during the last three year or of being debarred by any other procuring entity.

(Authorized Signatory)

Stamp

Annexure-V: Performa for Affidavit

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

.....
Name of the Bidder

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____

Date: _____

Annexure-VI: Relevant Experience undertaken during the last 5 years

S. No.	Description of Project / Scope of the work	Location of the work	Name of the Client	Actual value of the Project	Stipulated time for completion	Actual time taken for completion
1.						
2.						
3.						

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

.....
Name of the Bidder

Signature of the authorised signatory: _____

Name of the Authorised Signatory: _____

Date: _____

Place: _____

Annexure-VII: Financial Information of Bidder's Organization

Year	Amount (in Rupees)
FY 2021-22	
FY 2022-23	
FY 2023-24	
Average	

Note:

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

.....

Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: _____

Date: _____

Annexure-VIII: Bid Securing Declaration Form

To

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

Ref: GeM Bid Number., Dated:

I/We. The undersigned, declare that:

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

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

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

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

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

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

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

Date:

Company Seal:

Annexure-IX: Form of Bank Guarantee for Performance Security

To

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained hereinabove

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

Signature and Seal of the Guarantor _____

In presence of

Name and Designation

1. _____
(Name, Signature & Occupation)

Name of the Bank

Address

2. _____
(Name & Occupation)

Date

Annexure-X: Draft Form of Contract

Operation and Maintenance of Ganga District Performance Monitoring System - Dashboard for two years

CONTRACT

THIS CONTRACT (hereinafter called the "Contract" is made on the ____ day of the month of _____, 2024 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 "Employer" 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 "Agency" 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 Employer had invited bids (vide its Tender no. dated _____ for Supply of the services as specified in Appendix-A (hereinafter called the "Services");
- b) the Agency, having represented to the Employer that he has the required experience and resources, has offered to provide in response to the aforesaid tender;
- c) the Employer has accepted the proposal of the Agency to provide the services in conformity with the requirements 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:
 - I.The General Terms and Conditions of Contract;
 - II.The Special Conditions of Contract;
 - III.Appendix A: Scope of work
 - IV.Appendix B: Letter of Award (LoA) issued by the Employer
 - V.Appendix C: Copy of BOQ
 - VI.Appendix D: Performance Bank Guarantee
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 conformity with the requirements specified in Appendix A of this Contract and Central Monitoring Station 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.

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 Agency}

.....
.....

.....
.....

I. 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) "Agency" means the firm that shall carry out and complete the services in conformity with the requirements specified in Appendix A of this 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) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 4.1.
- (f) "GC" means these General Conditions of Contract.
- (g) "Government" means the Government of India.
- (h) "In writing" means communicated in written form with proof of receipt.
- (i) "Materials" means supply of items as specified in Appendix-A by the Agency to the Employer.
- (j) "Party" means the "Employer" or the "Agency", as the case may be, and "Parties" means both of them.
- (k) "Personnel" means professionals and support staff provided by the Agency and assigned to perform the Services or any part thereof.
- (l) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (m) "Services" means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.

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 Agency 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 Agency contravening this condition, the contract is liable to be terminated and the Employer will be free to get the balance work or services under the contract executed at the risk and cost of the Agency. The Agency shall be liable for all the losses, damage which the NMCG may sustain in consequence or arising out 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. Taxes and Duties

Unless otherwise specified in the Contract, the Agency shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the NMCG shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

3. Fraud and Corruption

- 3.1. The Agency shall observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the NMCG 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 agencies, with or without the knowledge of the NMCG, designed to establish prices at artificial, non-competitive 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;
- 3.2. Measures to be taken by the NMCG
 - (a) NMCG 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) NMCG may also sanction against the Agency, including declaring the Agency ineligible, either indefinitely or for a stated period, 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 NMCG-financed contract;

4. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

4.1. Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the NMCG's notice to the Agency instructing the Agency to begin carrying out the Services.

4.2. Commencement of Services

The Agency shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

4.3. Termination of Contract for failure to commence services

If the Agency does not commence the Services within the period specified in Clause 4.2, NMCG may, by not less than 2 (two) weeks' notice to the Agency, declare this Contract to be null and void, and in the event of such declaration, the Performance Security of the Agency shall stand forfeited.

4.4. Expiration of Contract

Unless terminated earlier pursuant to Clause GC 4.3 & 4.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

4.5. 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.

4.6. Contract Price

The Contract Price for this Contract shall be the total cost of proposal submitted by Agency in the Financial Proposal. The Contract Price is including applicable taxes and duties if any payable and is as set forth in the SC.

4.7. Modifications or Variations:

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

4.8. Force Majeure:

4.8.1. 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, pandemic, epidemic, war, riots, civil disorder, earthquake, 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 by or of such Party's Sub-contractors or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to consider at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

4.8.2. No Breach of Contract:

The failure of a Party to fulfill any of its obligations hereunder shall not be a breach of, or default under, this Contract in so far 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.

4.8.3. 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, 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 "NMCG", 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 GC 19.

4.8.4. Extension of time

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.

4.8.5. Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

4.8.6. Consultation

Not later than 30 (thirty) days after the Agency has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

4.8.7. Suspension of Contract

NMCG may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency shall be in breach of this Contract or shall fail 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 breach or failure, and (ii) shall provide an opportunity to the Agency to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Agency of such notice of suspension.

4.9. **Termination:**

4.9.1. By NMCG

NMCG may, by not less than 30 (thirty) days' written notice, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g):

- a) If the Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder,
- 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 because of arbitration proceedings pursuant to Clause GC 19 hereof.
- d) If the Agency, in the judgment of the "NMCG", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the Agency submits to the "NMCG" a false statement which has a material effect on the rights, obligations or interests of the "NMCG".
- f) If the Agency fails to provide the quality services as envisaged under this Contract.
- g) If the "NMCG", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

4.9.2. By the Agency

The Agency may, by not less than 30 (thirty) days' written notice to the NMCG, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Contract if:

- a) NMCG fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause 19 hereof within 45 (forty-five) days after receiving written notice from the Agency that such payment is overdue;
- b) NMCG is in material breach of its obligations pursuant to this Contract and has not remedied the same within 45 (forty-five) days (or such longer period as the Agency may have subsequently granted in writing) following the receipt by the NMCG of the Agency's notice specifying such breach;
- c) 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 60 (sixty) days; or
- d) NMCG fails to comply with any final decision reached as a result of arbitration pursuant to Clause 19 hereof.

4.9.3. In such an occurrence the NMCG shall give a not less than seven (7) days' written notice of termination to the Agency.

4.9.4. Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 4.3 or 4.9 hereof, or upon expiration of this Contract pursuant to Clause GC 4.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, and (ii) any right which a Party may have under the Law.

4.9.5. Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 4.9.1 or 4.9.2 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.

4.9.6. Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 4.9.1 or 4.9.2 hereof, the NMCG shall make the following payments to the Agency:
(a) If the Contract is terminated, the Agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the NMCG may consider making payment for the part satisfactorily performed on the basis of Quantum Merit assessed by it, if such part is of economic utility to the NMCG. Applicable under such circumstances, upon termination, the NMCG may also impose liquidated damages as per the provisions of Clause 12 of this Contract. The Agency will be required to pay any such liquidated damages to NMCG within 30 days of termination date.

5. Obligations of the Agency

5.1. General

5.1.1. **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 NMCG, and shall at all times support and safeguard the NMCG's legitimate interests in any dealings with Sub-

Agencies or Third Parties.

- 5.2. **Confidentiality:** Except with the prior written consent of the NMCG, the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired during 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.
- 5.3. **Insurance to be Taken out by the Agency:** The Agency (i) shall take out and maintain, shall cause any Sub-contractors (if applicable) to take out and maintain insurance, at their (or the Sub-contractors, as the case may be) own cost, insurance against any risks.
- 5.4. **Reporting Obligations:** The Agency shall submit to the NMCG the reports and documents specified in Appendix A, if applicable hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 5.5. **Documents Prepared by the Agency to be the Property of the NMCG:** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the NMCG under this Contract shall become the property of the NMCG, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the NMCG, 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 NMCG and the NMCG 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 NMCG's prior written approval to such agreements.

6. Liability of the Agency

- 6.1. The Agency's liability under this Contract shall be determined by the Applicable Laws and the provisions hereof.
- 6.2. The Agency shall, subject to the limitation specified in Clause 6.3, be liable to the NMCG for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 6.3. The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Agency or on the part of any person or firm acting on behalf of the Agency in carrying out the Services, the Agency, with respect to damage caused to the NMCG's property, shall not be liable to the NMCG:
 - (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (a) the Contract Value set forth in Clause 9.1 (C) of this Contract, or (b) the proceeds the Agency may be entitled to receive from any insurance maintained by the agency to cover such a liability in accordance with this Clause, whichever of (a) or (b) is higher.
- 6.4. This limitation of liability specified in Clause 6.3 shall not affect the Agency's liability, if any, for damage to Third Parties caused by the Agency or any person or firm acting on behalf of the Agency in carrying out the Services subject, however, to a limit equal to the Contract Value.

7. Clause not applicable, hence stands deleted.

8. **Obligations of the Employer**

8.1. Assistance and Exemptions: Unless otherwise specified in the SC, the NMCG 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 letters/communications 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.
- c) Provide to the Agency and Personnel any such other assistance as may be specified in the SC.

8.2. **Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes, which are directly payable by the Agency for providing the services i.e. GST tax, which increases or decreases the cost incurred by the Agency in performing the Services, then the amount payable to the Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 9.

8.3. Payment: In consideration of the Services performed by the Agency under this Contract, the NMCG shall make to the Agency such payments and in such manner as is provided by Clause GC 9 of this Contract.

9. **Payments to the Agency**

The payment shall be made within thirty (30) days of after the receipt of invoice by the NMCG office. The agency shall submit quarterly invoice with in fifteen (15) days after the end of each quarter to the NMCG for the amount payable. Prior to that the quarterly reports shall be submitted by the agency

10. **Terms of Delivery**

As per the Scope of Work

11. **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 Employer to exercise this variation option or not. Additionally, the Employer reserves the right to not buy the quantities of some of the items that it does not require as stated in the Financial Bid.

12. **Liquidated Damages/ Penalty for delayed services**

12.1. The liquidated damages shall be applicable under following circumstances:

12.1.1. Liquidated damages for delay

If the deliverables are not submitted/supplied as per schedule as conveyed by the Employer, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the

contract value per day, subject to a maximum of 5% (five per cent) will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. For the purpose of this clause, the contract value shall be calculated based on total cost of components A and B as per Table-Summary of costs (Annexure-C: BOQ).

- 12.1.2. Liquidated Damages for error/variation: In case any error or variation is detected in the reports submitted by the Agency and such error or variation is the result of negligence or lack of due diligence on the part of the Agency, the consequential damages thereof shall be quantified by the NMCG in a reasonable manner and recovered from the Agency by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the contract Value.
- 12.1.3. Clause not applicable, hence stands deleted.
- 12.1.4. Clause not applicable, hence stands deleted.
- 12.1.5. Clause not applicable, hence stands deleted.
- 12.1.6. Clause not applicable, hence stands deleted.
- 12.1.7. The Agency shall mobilize the requisite team within time stipulated as per Letter of Award. In case of delayed mobilization, penalty upto 5% of the value of the quarterly payment will be imposed and shall be recovered from the bills submitted or otherwise.
- 12.1.8. Penalties shall be applicable immediately with the start of the Operation & Maintenance Phase.
- 12.1.9. It is expected that the vendor should comply with all the Policy/ Procedural / Regulatory Guidelines enforced by Government of India, and other statutory and related bodies, as amended from time to time. The System Integrator should also safeguard the Application Security and Application Integrity. Penalty would be applicable for non-compliance of relevant security certifications. There would be Zero Tolerance policy against such breaches.
- 12.1.10. Clause not applicable, hence stands deleted.
- 12.1.11. Clause not applicable, hence stands deleted.

13. Performance Security

The Agency has furnished Performance Bank Guarantee No. _____ dated _____ amounting to Rs. _____/- (which is 5% of the total 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 Agency accordingly.

14. Clause not applicable, hence stands deleted.

15. Clause not applicable, hence stands deleted.

16. Clause not applicable, hence stands deleted.

17. 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.

18. Indemnity

The Agency shall indemnify, protect and save the Employer/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.

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

19. Settlement of Disputes

19.1. **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.

19.2. **Arbitration:** In the case of dispute arising upon or in relation to or about 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. 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.

19.3. 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.

19.4. 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 Agency. 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.

20. Miscellaneous Provisions:

20.1. Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

- 20.2. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 20.3. The Agency shall notify the NMCG of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- 20.4. No Joint Venture/Consortium allowed for this tender.
- 20.5. The Agency shall always indemnify and keep indemnified the NMCG against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.
- 20.6. The Agency shall always indemnify and keep indemnified the NMCG against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.
- 20.7. The Agency shall always indemnify and keep indemnified the NMCG against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like.
- 20.8. All claims regarding indemnity shall survive for a period of 1 year post the termination or expiry of the Contract.
- 20.9. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Agency for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the NMCG.

21. Jurisdiction of Courts

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

22. Non-Disclosure of Information

The Agency, its Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the NMCG to the Agency, its Personnel; any information provided by or relating to the NMCG, its technology, technical processes, business affairs or finances or any information relating to the NMCG's employees, officers or other professionals or suppliers, customers, or contractors of the NMCG; and any other information which the Agency is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the NMCG. Notwithstanding the aforesaid, the Agency, and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Agency, and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Agency, and the Personnel of either of them;
- (iii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iv) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Agency, and the Personnel of either of them shall give the NMCG, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
- (v) and is provided to the professional advisers, agents, auditors or representatives of the Agency or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Agency or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

23. Substitution of Key Personnel and Penalties

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

- (a) Maximum of three substitutions of Key Personnel on account of resignation shall be applicable without penalty during the entire contract period. However, 2nd substitution for the same position shall be subject to deduction as detailed in this clause. For substitutions against reasons other than mentioned above (for resignation - beyond the permissible limit), a sum – up to 5% (Five per cent) of the remuneration specified for the original Key Personnel may be deducted from the payments due to the Agency. In the case of a further substitutions hereunder, such deduction shall be up to 10% (Ten per cent) of the remuneration specified for the original Key Personnel for each substitution. However, the Competent Authority of NMCG reserve the right to waive off the deduction in fee on the basis of merits of the case.
- (b) If the Competent Authority of NMCG finds that any of the Key Personnel have committed serious misconduct or has been charged with having committed a criminal action, or the NMCG determines that Key Personnel have engaged in corrupt, fraudulent, collusive, coercive or obstructive practices while performing the Services, the Agency shall, at the NMCG's request, provide a replacement acceptable to the NMCG.
- (c) In the event that any of the Key Personnel are found by the Competent Authority of NMCG to be incompetent or incapable or undesirable in discharging assigned duties, NMCG specifying the ground therefore, may require the Agency to provide a replacement, acceptable to NMCG.

II. 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:</p> <p>NMCG: National Mission for Clean Ganga (Department of Water Resources, River Development & Ganga Rejuvenation, Ministry of Jal Shakti), 1st Floor, Major Dhyan Chand National Stadium, Near India Gate, New Delhi -110002 Tel: +91-11-23072900/901; Fax: +91-11-23049567</p> <p>Agency: (Contact Persons name and contact details)</p>
2.	4.1	Effective date of contract.....
3.	4.2	Commencement of Services.....
4.	4.4	The time period shall be _____. The period could subsequently be extended for a further period of 2 years, on year by year basis based on satisfactory performance of the Consultant.
5.	4.6	The Contract Price is Rs. _____ (Rupees.....) inclusive of all applicable taxes.
6.	9 (h)	<p>Account Details of the Agency:</p> <p>Name and Address of the Beneficiary:</p> <p>Bank:</p> <p>Branch:</p> <p>Address of the Bank:</p> <p>Account Number:</p> <p>Account Type:</p> <p>RTGS/NEFT/IFSC CODE:</p> <p>MICR NO:</p>

III. Appendix A: Terms of Reference

IV. Appendix B: Letter of Award (LoA) issued by the Employer

V. Appendix C: Copy of Financial Proposal

VI. Appendix D: Performance Bank Guarantee

Annexure-XI: Financial Proposal

(The bidder shall submit the breakup of cost elements of their Financial Quotation on GeM portal in PDF format)

Annexure-XII: Format of Curriculum Vitae (CV)

Proposed Position:

Name of Personnel:

Date of Birth (dd/mm/yyyy):

Age as on date: years andmonths

Email ID:

Correspondence address:

Contact No:

Nationality:

Educational Qualifications:

SI No	Name of Institution	Course/Degree	Duration	Passing Year

Employment Record:

(Starting with present position, list in reverse order every employment held.)

SI No	Name of Organisation/Firm	Position Held	Duration (From dd/mm/yyyy to dd/mm/yyyy)
Total Years of Experience			... years and ... months
Total Relevant Experience			... years and ... months

List of projects on which personnel has worked:

Project #	Details of projects on which the Personnel has worked	
1	Employer/ Firm name	
	Name of project	
	Name of client	
	Location	
	Position held	
	Work duration (from dd/mm/yyyy to dd/mm/yyyy)	

	Project brief	
	Activities performed	
2	Employer/ Firm name	
	Name of project	
	Name of client	
	Location	
	Position held	
	Work duration (from dd/mm/yyyy to dd/mm/yyyy)	
	Project brief	
	Activities performed	
3	Employer/ Firm name	
	Name of project	
	Name of client	
	Location	
	Position held	
	Work duration (from dd/mm/yyyy to dd/mm/yyyy)	
	Project brief	
	Activities performed	

* Candidates can add rows further as per their work experience

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

(Signature and name of the Key Personnel)

Place.....

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

Notes:

Use separate form for each Key Personnel

Each page of the CV shall be signed and dated by both the Personnel concerned and by the Authorized Representative of the Bidder firm along with the seal of the firm.

The Bidder has to submit relevant documents against each position for supporting the Educational Qualification and Experience of the individual key personnel.