



Government of India

Request for Proposal

For

Independent Condition Assessment of existing drains, existing sewerage infrastructure like Sewage Treatment Plants (STPs)/ Interception and Diversion Works/Sewerage Network/Pumping Stations and Rehabilitation and Capacity Augmentation potential of these infrastructures in priority towns along Ganga namely Haridwar, Rishikesh, Allahabad, Kanpur, Varanasi, Mathura-Vrindavan, Garmukteswar, Patna, Sahibganj, Kolkata and Nabadwip under Namami Gange Programme

National Mission for Clean Ganga
MDSS, 3rd Floor, Rear Wing, 9, CGO Complex,
Lodhi Road, New Delhi- 110 003
Ministry of Water Resources,
River Development & Ganga Rejuvenation

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Reference No: NGRBA/NMCG/Con Ass/001

Project Name: Request for Proposal for Independent Condition Assessment of existing drains, existing sewerage infrastructure like Sewage Treatment Plants (STPs)/ Interception and Diversion Works/Sewerage Network/Pumping Stations and Rehabilitation and Capacity Augmentation potential of these infrastructures in priority towns along Ganga namely Haridwar, Rishikesh, Allahabad, Kanpur, Varanasi, Mathura-Vrindavan, Garmukteswar, Patna Sahibganj, Kolkata and Nabadwip under Namami Gange Programme

Name of the Ministry / Department: National Mission for Clean Ganga (NMCG), Ministry of Water Resource, River Development and Ganga Rejuvenation (MoWR,RD&GR)

Title of Consulting Services: Consultancy Services for Independent Condition Assessment for Drains and existing Sewerage infrastructures in the city and Rehabilitation and Capacity Augmentation potential of such infrastructures in priority towns along Ganga namely Haridwar, Rishikesh, Allahabad, Kanpur, Varanasi, Mathura-Vrindavan, Garmukteswar, Patna Sahibganj, Kolkata and Nabadwip under Namami Gange Programme

Section 1

Letter of Invitation

[Insert: Name and Address of Consultant]

Dear Sir,

1. The National Mission for Clean Ganga (here in after called “Employer”) is in process of appointing a consultant for “Independent Condition Assessment” of existing drains (discharge and water quality), existing sewerage infrastructure (Network/I&D/STPs/PSs as applicable) and Rehabilitation and Capacity Augmentation potential of such infrastructures in priority towns along Ganga namely Haridwar, Rishikesh, Allahabad, Kanpur, Varanasi, Mathura-Vrindavan, Garmukteswar, Patna Sahibganj, Kolkata and Nabadwip under Namami Gange Programme. .

The employer has invited RFP to provide the following consulting services: “Independent Condition Assessment” of existing drains (discharge and water quality), existing sewerage infrastructure (Network/I&D/STPs/PSs as applicable) and Rehabilitation and Capacity Augmentation potential of such infrastructures in in priority towns along Ganga namely Haridwar, Rishikesh, Allahabad, Kanpur, Varanasi, Mathura-Vrindavan, Garmukteswar, Patna Sahibganj, Kolkata and Nabadwip under Namami Gange Programme.

More details on the services are provided in the Terms of Reference in this RFP document. As your firm is one of the empanelled agencies with MoUD for providing technical support in the field of Water Supply and Sanitation, Sewerage and drainage systems in cities/towns and ULB levels in India, you are now invited to submit your technical and financial proposal as per the attached RFP document.

2. A firm will be selected under simplified process and procedures described in this RFP.
3. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6-Standard Forms of Contract
4. Please inform us in writing at the following address NMCG, MDSS, 3rd Floor, Rear Wing, 9, CGO Complex, Lodhi Road, New Delhi- 110 003, upon receipt:
 - (a) that you received the Letter of Invitation and RFP document; and
 - (b) that you will submit the proposal by the date & time indicated in part II of the information to consultants called project specific information.

Yours sincerely,
[Signature]

[Mission Director]

Section 2
Instructions to Consultants
Part I
Standard

1. Definitions

- (a) “Employer” means the Ministry / department who have invited the bids for consultancy services and with which the selected Consultant signs the Contract for the Services and to which these elected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (b) “Consultant” means any entity or person or associations of person who have been short- listed to submit their proposals that may provide or provides the Services to the Employer under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (d) ”Project Specific Information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the government of India
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides short-listed Consultants with all information needed to prepare their proposals.
- (h) “LOI” (Section1 of the RFP) means the “Letter of Invitation” being sent by the Employer to the short-listed/empanelled consultants.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Domestic Personnel “means such professionals and support staff who at the time of being so provided had their domicile in India.
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultants, based on the RFP.
- (l) “SRFP” means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
- (m) “Assignment/ job” means the work to be performed by the Consultant pursuant to the Contract.
- (n) “Sub-Consultant “means any person or entity with whom the Consultant sub contracts any part of the Assignment/job.
- (o) “Terms of Reference”(TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

2. Introduction

- 2.1. The Employer named in the Part II Data Sheet will select a consulting firm/organization from those to whom the LOI has been addressed, in accordance with the selection criteria specified in Part II Data Sheet.
- 2.2. The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 5.
- 2.3. The date, time and address for submission of the proposals has been given in Part II Data Sheet.
- 2.4. The Empanelled Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.5. Consultants are encouraged to familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and local conditions, consultants are encouraged to meet the employer's representative named in part II of Data Sheet before submitting a proposal and to attend a **pre-proposal meeting** if one is specified in the Part II Data Sheet. Attending the pre-proposal meeting is optional. Consultants are encouraged to contact the respective line departments of the state government for necessary site visits, additional information prior to pre-proposal meeting/proposal submission For visits, consultants are requested to contact the respective line department well in advance in order to make the visits fruitful.
- 2.6. The Employer will provide at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet, assist the consultants in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports.
- 2.7. Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without there by incurring any liability to the Consultants.

3. Eligibility of Association of consultants and Sub-Consultants

- 3.1. If the consultant had formed an association of consultants, each member of the association of consultant shall be evaluated as per the qualification/eligibility criteria set forth in Part II data Sheet. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. If any member of the association of consultants is dropped at the RFP stage, such an association of consultant is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short-listing such association of consultant without considering the strength of the dropped member and if found eligible, may allow such association of consultant to submit their proposal.

3.2. A short-listed/empanelled consultant may associate with consultants and /or individual expert at the time of submission of proposal . Under such circumstances each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data Sheet. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. However, the lead member of the association of the consultant shall be the consultant who has been short-listed/empanelled by the Employer and employer shall deal with only the lead member for the purpose of this assignment. Although the contract shall be signed by all the members of the associations of the consultants, the lead member of the association of the consultant shall be responsible and liable to the Employer for every aspects of their proposal, contract etc.

4. Clarification and Amendment of RFP Documents

4.1. Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II Data Sheet. The Employer will respond in writing or by standard electronic means and will send written copies of their response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 4.2 below.

4.2. At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amend mention to account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

5.1. Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

5.2. Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities : (i) A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/ job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph,

Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting Assignment/job ;(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to preparing engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting an Employer in the privatization of public assets shall not purchase, nor advise purchasers of, such assets.

Conflicting relationships (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

- 5.3. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.
- 5.4. No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

6. Unfair Advantage

- 6.1. If a short-listed Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the assignment/job in question and which is not defined as conflict of interest as per para 5 above,, the Employer shall make available to all short-listed Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

7. Proposal

- 7.1. Empanelled Consultants may only submit one proposal for a particular city. If a Consultant submits or participates in more than one proposal for a particular city, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

8. Proposal Validity

8.1. The Part II Data Sheet to consultant indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise, however, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals, under such circumstance the Employer shall not consider such proposal for further evaluation.

9. Preparation of Proposals

9.1. The Proposal as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in English language, unless specified otherwise.

9.2. In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

9.3. While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a short-listed Consultant considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub-consultancy, it may associate with a non-short-listed Consultant.

(b) The estimated number of Professional staff-months for the Assignment/job is as shown in the Part II Data sheet. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the consultant must ensure that they propose the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.

(c) Alternative professional staff shall not be proposed, and only one curriculum-vita (CV) may be submitted for each position mentioned.

9.4. Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section-III. The Part II Data sheet in Section-II indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Form Tech-I in Section-III is a sample letter of technical proposal which is to be submitted along with the technical proposal.

- (a) (i) A brief description of the consultant's organization and in the case of a consortium/joint venture, of each partner, will be provided in Form Tech-2. In the same Form, the consultant and in the case of a consortium/joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award/ copy contract for all the assignments mentioned in the proposal.
- (b) (i) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job; and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided by the Employer (Form TECH-3 of Section 3).
- (c) (i) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks is to be provided in Form TECH-5 of Section 3.
- (e) Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form TECH-7 of Section 3. The staff-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.
- (f) CVs of the Professional staff as mentioned in para 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) A detailed description of the proposed methodology and staffing for training needs to be given, if the Part II Data sheet specifies training as a specific component of the Assignment/job.

9.5. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

9.6. **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment/job, including (a) remuneration for staff and (b) reimbursable expenses indicated in the Part II Data sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10. Taxes

10.1. The Consultant shall fully familiarize themselves about the applicable to Domestic taxes (such as: value added or sales tax, service tax or income taxes, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal.

11. Currency

11.1. Consultants shall express the price of their Assignment/job in **India Rupees**.

12. Earnest Money Deposit (EMD) and Bid processing Fees

12.1. Earnest Money Deposit

- I. An EMD of Rs.75,000 (Rs. Seventy Five Thousand), in the form of DD drawn in favor of the **Nation Mission for Clean Ganga** and payable at New Delhi, must be submitted along with the Proposal.
- II. Proposals not accompanied by EMD shall be rejected as non-responsive.
- III. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- IV. No bank guarantee will be accepted in lieu of the earnest money deposit.
- V. The EMD of the unsuccessful bidders would be returned back within Two month of signing of the contract.

12.2 The EMD shall be forfeited by the Employer in the following events:

- I. If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- II. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- III. If the consultant tries to influence the evaluation process.
- IV. If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

13. Bid Processing Fees

All consultants are required to pay Rs. 5,000 (Rs. Five thousand only) towards Bid Processing Fees in the form of demand Draft drawn in favor of **Nation Mission for Clean Ganga** and payable at New Delhi. The Bid Processing Fee is Non-Refundable.

Please note that the Proposal, which does not include the bid processing fees, would be rejected as non-responsive.

14.Submission, Receipt, and Opening of Proposal

- 14.1. The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 14.2. An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 14.3. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, Financial Proposals, EMD and bid processing fees shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE 3.30pm on 08.07.2015.The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. **If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.**
- 14.4. The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Employer no later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.
- 14.5. Number of Proposals: No Applicant shall submit more than one proposal for the same package of the Consultancy Services. An applicant can submit proposal for maximum of any **four packages** of the Consultancy Services

15.Proposal Evaluation

- 15.1. From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination,

evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

- 15.2. The employer has constituted a Consultant Selection Committee (CSC) which will carry out the entire evaluation process.
- 15.3. Evaluation of Technical Proposals: CSC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- 15.4. The CSC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.
- 15.5. Public opening & evaluation of the Financial Proposals: Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified the Data sheet, in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud.
- 15.6. The CSC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. If permitted under RFP to quote in any currency other than Indian Rupees, **prices shall be converted to Indian Rupees using the selling rates of exchange, source and reference date indicated in the Data sheet. Normally, the date will be the date of opening of the tender unless specified otherwise in the Data sheet.**
- 15.7. After opening of financial proposals, appropriate selection method shall be applied to determine the consultant who will be declared winner and be eligible for award of the contract. The Simplified method of selections is described in the Data Sheet.

This selected consultant will then be invited for negotiations, if considered necessary.

16. Negotiations

- 16.1. Negotiations will be held at the date, time and address intimated to the qualified and selected bidder. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- 16.2. **Technical negotiations:** Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Assignment/job”. Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the Assignment/job. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.
- 16.3. **Financial negotiations:** After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the consultant. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Employer with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.
- 16.4. **Availability of Professional staff/experts:** Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organization. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
- 16.5. **Conclusion of the negotiations:** Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the employer will reject all the proposals received and invite fresh proposals.

17. Award of Contract

- 17.1. After completing negotiations the Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.
- 17.2. The consultants will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Section-6, within 15 days of issuance of the letter of intent.
- 17.3. The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.
- 17.4. Number of Towns Awarded: The maximum number of towns that can be awarded to an individual consultant depending on its financial proposal is two. No applicant shall be awarded Consultancy Services for more than Two towns stated in this RFP.

18. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

INSTRUCTIONS TO CONSULTANT

Part-II

DATA SHEET

INSTRUCTIONS TO CONSULTANT

Part-II DATA SHEET

Clause No. of Ref of ITC Particulars
Data Sheet

1. 2.2 Name of the Employer: **National Mission for Clean Ganga**

| | | |
|----|-----|--|
| 2. | 2.2 | Name of the Assignment/job is: "Independent Condition Assessment" of existing drains (discharge and water quality), existing sewerage infrastructure (Network/I&D/STPs/PSs as applicable) and Rehabilitation and Capacity Augmentation possibility of such infrastructures in priority towns along Ganga namely Haridwar, Rishikesh, Allahabad, Kanpur, Varanasi, Mathura-Vrindavan, Garmukteswar, Patna Sahibganj, Kolkata and Nabadwip under Namami Gange Programme. |
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3. 2.3 A pre-proposal meeting will be held: NA

4. 14.4 Date & time and address for submission of proposal/bid:

Date : 08.07.2015
Time : 3.00 pm
Address : National Mission for Clean Ganga,
 MDSS, 3rd Floor, Rear Wing,
 9, CGO Complex, Lodhi Road New Delhi- 110 003

5. 2.5 The Employer's representative is:

Additional Mission Director (Technical),
National Mission for Clean Ganga,
MDSS, 3rd Floor, Rear Wing,
9, CGO Complex, Lodhi Road
New Delhi- 110 003
Tel: 24367985/84/24361071
Fax No.: 011-24361074

V. 2.6 The Employer will provide the following inputs and facilities:

i. Detailed Address of SPMG

The Employer envisages the need for continuity for downstream work: No

8. 8.1 Proposals must remain valid 90 days after the submission date,

9. 4.1 Clarifications may be requested not later than 7 days before before the last date for submission.

Additional Mission Director (Technical),
National Mission for Clean Ganga,
MDSS, 3rd Floor
Rear Wing, 9, CGO Complex
Lodhi Road, New Delhi- 110 003
Tel: 24367985/84/24361071
Fax No.: 011-24361074

10. 9.3 b) The estimated number of professional staff-months required for the Assignment/job is mentioned in Section- 5- Terms of Reference.

11.9.4 The formats of the Technical Proposal to be submitted are:

Form Tech 1: Letter of Proposal submission
Form Tech 2 : Consultant's organization & experience
Form Tech 3 : Comments & suggestions on TOR
Form Tech 4 : Approach & methodology
Form Tech 5 : Team composition
Form Tech 6 : Curriculum vitae
Form Tech 7 : Staffing Schedule
Form Tech 8 : Work Schedule
Form Tech 9 : Comment / modification suggested on draft contract.
FormTech10: Information regarding any conflicting activities and declaration thereof.

12. Training is a specific component of this Assignment/job: No.

13. 11.1 Consultant to state the cost in **Indian Rupees:**

14. 14.3 Consultant must submit the original and 03 copies of the Technical Proposal, and the original of the Financial Proposal.

15. 15.4 Evaluation Criteria: Criteria, sub-criteria, for evaluation of Technical Proposals have been prescribed evaluation as Simplified evaluation

(1) Simplified Procedure for evaluation of Technical Proposals

- (i) Specific experience of the Consultants (that is, the firm's) relevant to the Assignment/job:

1. Experience in preparation of at least two DPR/ Master Plan/ City Sanitation Plan for Sewage Infrastructure Services (Sewage, drainage, STP, SPS and I & D works) in last 10 years.

- (ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:

The methodology and work plan will be evaluated under the following two sub criteria:

- a) Work plan
- b) Organization and staffing

A qualifying proposal should qualify under both the sub-criteria mentioned above.

(iii) Key professional staff qualifications and competence for the Assignment/job:

The qualification & experience of key professionals including the team leader will be evaluated for the following sub-criteria:

- 1) General qualifications (Education, special training, age etc.)
- 2) Adequacy for the Assignment/job (experience, positions held etc.)
- 3) Experience in region and language (specific local area experience and language proficiency)

Against each of the above sub-criteria, the employer will indicate the minimum qualifying requirement very clearly

16. 15.7 Method of Selection:

In the case of simplified procedure of technical evaluation, the consultants who are found qualified under all the parameters of the eligibility criteria mentioned above under para 15 will be considered technically qualified for award of contract. Price bids of all these technically qualified firms will be opened and **contract awarded to the lowest bidder**, after negotiations, if necessary.

17. Expected date for commencement of consulting Assignment/job: 15 days from the day of signing of contract agreement/ date of issue of Letter of Intend

18 Location for performance assignment / job: Haridwar, Rishikesh, Allahabad, Kanpur, Varanasi, Mathura-Vrindavan, Garmukteswar, Patna Sahibganj, Kolkata and Nabadwip.

Section 3

Technical Proposal - Standard Forms FORM

TECH-1

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To,

Additional Mission Director (Technical),
NMCG,
MDSS, 3rd Floor
Rear Wing, 9, CGO Complex
Lodhi Road
New Delhi- 110 003

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are here by submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD and bid processing fees.

We are submitting our Proposal in association with: [Insert list with full name and address of each associated Consultant]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph 4 of the Part II Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm: Address:

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A-Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc shall be provided]

B -Consultant's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners with in an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment/ job for which experience details may be submitted). In case of consortium, association of consultant, the consultant must furnish the following information for each of the consortium member separately]

1. Firm's name:

| | | |
|-----|--|--|
| 1 | Assignment/job name: | |
| 1.1 | Description of Project | |
| 1.2 | Approx. value of the contract (in Rupees): | |
| 1.3 | Country: | |
| 1.4 | Location within country: | |
| 1.5 | Duration of Assignment/job (months) : | |
| 1.6 | Name of Employer: | |
| 1.7 | Address: | |

| | | |
|------|--|--|
| 1.8 | Total No of staff-months of the Assignment/job: | |
| 1.9 | Approx. value of the Assignment/job provided by your firm under the contract(in Rupees): | |
| 1.10 | Start date (month/year): | |
| 1.11 | Completion date (month/year): | |
| 1.12 | Name of associated Consultants, if any: | |
| 1.13 | No of professional staff-months provided by associated Consultants: | |
| 1.14 | Name of senior professional staff of your firm involved and functions performed. | |
| 1.15 | Description of actual Assignment/job provided by your staff within the Assignment/job: | |

Note: Please provide documentary evidence from the Employer copy of work order, contract for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

A-On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B –On Inputs and Facilities to be provided by the employer

[Comment hereon Inputs and facilities to be provided by the Employer according to Paragraph 6 of the Part II Special information to consultants including: administrative support, office space, Domestic transportation, equipment, data, etc.]

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided in to the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

- a) **Technical Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) **Work Plan:** The consultant should **propose and justify** them in an activity of the Assignment/job, their content and duration, phasing and inter relations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.
- c) **Organization and Staffing:** The consultant should **propose and justify** the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]

**CURRICULUM VITAE (CV) FOR PROPOSED
PROFESSIONAL STAFF**

1. Proposed Position:
[For each position of key professional separate formTech-6 will be prepared]:
2. Name of Firm:
[Insert name of firm proposing the staff]:
3. Name of Staff:
[Insert full name]:
4. Date of Birth:
5. Nationality:
6. Education:
[Indicate college/ university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
7. Membership of Professional Associations:
8. Other Training:
9. Countries of Work Experience:
[List countries where staff has worked in the last ten years]:
10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
11. Employment Record:
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: To Year]: Employer:

Positions held:

12. Detailed Tasks Assigned[List all tasks to be performed under this Assignment/job]
13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignments/ jobs that be illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful mis-statement described herein may lead to my disqualification or dismissal, if engaged.

Date: [Signature of staff member or authorized]

Place: [representative of the staff]

[Full name of authorized representative]:

STAFFING SCHEDULE

| S. No | Name of Staff | input (in the form of a bar chart) | Total Months |
|-------|---------------|------------------------------------|--------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |

NOTE:

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and field work.

WORK SCHEDULE

FORM TECH-8

| S.No. | Activity Months | Total Months |
|-------|-----------------|--------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

- 1 Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other bench marks such as Employer approvals. For phased Assignment/jobs indicate activities, delivery of reports, and bench marks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

**COMMENTS / MODIFICATIONS SUGGESTED
ON DRAFT CONTRACT**

[Here the consultant shall mention any suggestion / views on the draft contract attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION
THEREOF**

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:
Name and Title of Signatory:

Name of Firm: Address:

Section - 4

Financial Proposal – Standard Forms

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To,

Additional Mission Director (Technical),
National Mission for Clean Ganga,
MDSS, 3rd Floor
Rear Wing, 9, CGO Complex
Lodhi Road
New Delhi- 110 003

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures1]. This amount is inclusive of the Domestic taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph 4 of the Part II Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

| Name and Address | Amount and Purpose of Commission | Gratuity of Agents |
|------------------|----------------------------------|--------------------|
|------------------|----------------------------------|--------------------|

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

SUMMARY OF COSTS

| S.No. | Particulars | Amount in Rupees | Amount in words |
|-------|---|------------------|-----------------|
| 1 | Remuneration | | |
| 2 | Reimbursable | | |
| 3 | Miscellaneous expenses | | |
| 4 | Service Tax / Any other tax | | |
| 5 | Total | | |
| 6 | Rate for Topographical survey and mapping on GIS based program for all drains falling directly into River Ganga within City / Town boundary @per Km basis | | |

Authorized Signature Name:

.....

Designation.....

Name of firm:

Address:

BREAKDOWN OF REMUNERATION

(for details please refer to Note below)

| S.No. | Name of Staff | Position | Man Month Rates(A) | Proposed Man Months (B) | Total Amount in Rupees.* (A)*(B) |
|-------|---------------------|----------|--------------------|-------------------------|----------------------------------|
| 1 | Key professionals*1 | | | | |
| | | | | | |
| | | | | | |
| 2. | Support Staff*2 | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | Total | | | | |

*- Mention the currency in which the prices are quoted if it is permitted to do so under RFP.

*1Key Professionals are to be indicated by name

*2Support Staff is to be indicated per category (e.g: Draftsman, Assistant etc.)

Total Remuneration=Amount in Rupees

:

Note:

(Amount in Words):

1. Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, Assistants etc.). Cost of Secretarial services, if any, will be indicated in form Fin-5.
2. Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5 & 7.
3
3. Indicate separately staff-month rate for each activity separately.

BREAKDOWN OF REIMBURSABLE EXPENSES

(Note: Reimbursable expenses will be quoted only for work related travel outside the place of work decided by the employer in the data sheet. It can also include travel from the Headquarter of the consultant to the place of work).

Activity No: _____

Name: _____

| No. | Description | Unit | Quantity | Unit Price In | Total Amount |
|-----|--|------|----------|---------------|--------------|
| 1. | Travel expense flights/Train | Trip | | | |
| 2. | Miscellaneous travel expenses | Trip | | | |
| 3. | Subsistence allowance | Day | | | |
| 4. | Local transportation costs | | | | |
| 5. | Office rent/accommodation/ clerical assistance | | | | |

Total Reimbursable: =Total amount in Rupees (or other currency).

Amount in words:

Miscellaneous Expenses

(It will include only such expenses which are directly chargeable to the assignment/job)

| S.No | Particulars | Unit Rate | Quantity(staff months)/number | Amount |
|------|--|-----------|-------------------------------|--------|
| 1 | Secretarial staff | | | |
| 2 | Office equipment | | | |
| 3 | Preparation of reports/ deliverables. | | | |
| | Total | | | |

Section 5

TERMS OF REFERENCE

Part I

Objective and Scope of Work

1. Background

Considering that river Ganga has a very special place in a collective consciousness of this country, a new Ministry for Ganga Rejuvenation has been created to bring a comprehensive approach for this national priority. The Union Budget 2014-15 has set up an Integrated Ganga Conservation Mission namely “Namami Gange”. An amount of Rs. 2650 Crores has been allocated (Rs 2100 Crores for Namami Gange and Rs 550 Crores for NRCP) for the year 2015-2016 are set aside under the mission for this purpose.

‘Ganga Manthan’ has generated number of ideas on Ganga rejuvenation and to take it forward to initiate the “Namami Gange” programme, certain essential components in tune with long term vision and in the nature of “no-regret” activities are considered. Further a market conference was also organized on 25th of March 2015 to obtain views and scope of work with the empanelled consultants.

Under Integrated Ganga Conservation Mission – ‘Namami Gange’ NMCG aims to rehabilitate and reconstruct damaged sewage treatment plants and related infrastructures in identified 118 cities/towns along the river Ganga. It also plans to intercept and divert the sewage carrying drains discharging in river Ganga. In order to do so, NMCG wishes to take up priority towns namely Haridwar, Rishikesh, Allahabad, Kanpur, Varanasi, Mathura-Vrindavan, Garmukteswar, Patna, Sahibganj, Kolkata and Nabadwip initially.

2. Purpose / objective of the assignment.

In order to focus on stoppage of pollution load to river Ganga, it is important to understand the condition of existing sewerage infrastructures in the forms of Sewage Treatment Plant. Interception and Diversion (I&D) structures, Pumping Stations, Networks (if any) and details of drains (discharge and quality) falling directly or indirectly to river Ganga. Such assessment also required to be substantiated with information pertaining to sanctioned projects, DPR prepared (on I&D,STP schemes) and under preparation. Such condition assessment may be reviewed through a Third Party Appraisal Agency as per the discretion of Mission Director. The assignment intends to meet the following objectives:

- a. Condition assessment of existing sewerage infrastructures like Sewage Treatment Plants (STPs), Sewage Pumping Stations, Sewerage Network and I&D Works etc. created in the city under various schemes;
- b. Condition assessment for the Rehabilitation/up gradation potential of these structures considering their year of construction, design period and present functioning status;
- c. Condition assessment of existing drains (with measurement of discharge and water quality information) for all the existing drains discharging wastewater directly/indirectly into the river Ganga. Such assessment should also provide necessary information pertaining to existing I&D works taken up (if any);
- d. Assessment of Sanctioned infrastructure projects and their present status of implementation (i.e. whether in bidding and contract awarded etc.)
- e. Assessment of DPR preparation of various infrastructure projects taken up for the respective city/town and its approval status.

f. Suggest on possible scope of work for stoppage of pollution after completion of condition assessment as mentioned above. For suggesting I&D works, necessary consideration for dovetailing such works into sewerage network may be given.

3. Detailed scope of work / assignment.

The scope of work identified for the Request for Proposal (RFP) is as following:

- Collect and review all the necessary information pertaining to existing and upcoming projects in the city with respect to above mentioned objectives with a cut-off date of 31st July 2015.
- Necessary Survey and investigation required (including topo survey if any) for Necessary condition assessment of the existing sewerage infrastructure comprising Sewage Treatment Plants, Sewerage Networks, Pumping stations, I&D works and other associated works.
- Estimation of quantity of sewage generation based on population, water supply and ground water usage for present and future in accordance to CPHEEO Manual/ guidelines/ NGRBA frameworks.
- Assessment of existing treatment capacity and treatment capacity required considering the sewage estimation as proposed above;
- Quantification and characterization of flow in all drains discharging directly/indirectly waste water into river Ganga. Identify and assess the need for interception and diversion (I&D) of drains.
- Evaluate the treatment efficiency of existing STP and assess need and demand for new infrastructure including the extent of rehabilitation/up gradation potential of existing STPs by estimating the gap in treatment capacity and identification of additional treatment requirement.
- Field Survey for existing sewerage Network for assessment to ensure 100% sewerage infrastructure in identified town along river Ganga with the aim of dovetailing I&D works into the sewer network to ensure optimal utilization of resources on priority basis.
- Land availability status for proposing the various new infrastructures, I&D works etc.

Consultant will prepare Concept Plans for pollution abatement of river Ganga incorporating the above mentioned objectives and scope of work. The concept plan will also include an inventory of the existing sewage sludge and solid waste disposal system, drain mapping, and assessment report for intercept & diversion potential of such drains.

NMCG, the employer invites 'Proposal' from the reputed national consultancy firms / organizations having prior experience in providing similar consulting services in projects financed by Government of India/ state Government for the priority towns along Ganga namely Haridwar, Rishikesh, Allahabad, Kanpur, Varanasi, Mathura-Vrindavan, Garmukteswar, Patna, Sahibganj, Kolkata and Nabadwip.

This RFP for the above consultancy services is available on NMCG website '<https://nmcg.nic.in/>'. The RFP can also be obtained from office of the Additional Mission Director (Technical), National Mission for Clean Ganga, MDSS, 3rd Floor, Rear Wing, 9, CGO Complex, Lodhi Road, New Delhi- 110 003 during office hours or can be downloaded from the official website www.nmcg.nic.in

The Consultants shall be selected and engaged in accordance with the policies of Government of India.

The project is scheduled to be completed in 3 months from the date of award of work.

4. Deliverables, stages of deliverables, content of each deliverables.
 - a. Inception Report
 - b. Report of Data validated from ULBs/PHEDs or any other concern department.
 - c. Draft Conditional Assessment Report of Sewerage System (STP, SPS, Sewage Network and Drains, I&D works) Report with GIS Maps
 - d. Final Conditional Assessment Report of Sewerage System (STP, SPS, Sewage Network and Drains, I&D works) Report with GIS Maps

Part-II

TOR related information

1. As mentioned in the scope of work the data collected by the consultant shall be consented by the ULB/ PHED of the respective town/ city.
2. IIT Roorkee will act as third party appraisal agency along with NMCG Officials to review the work of the consultant after award of contract including testing, validation and approval.
3. Expected input of key professionals and requisite expertise and number of key professional staff required for the condition assessment works of 1 town

| Sr. No. | Manpower | Expert* | Nos. | Man months |
|---------|------------------------------|---|------|------------|
| 1 | Team Leader | A Graduate in Civil/Environmental Engineering with 20 years of experience with not less than 10 years' experience in design construction of Sewage Treatment Plants/ Sewerage networks. | 1 | 2 |
| 2 | Electro –Mechanical Engineer | A graduate Electro /Mechanical Engineer with 15 years of experience with not less than 8 years' experience in design/assessment/construction of similar engineering works | 1 | 1 |
| 3 | Environmental Engineer | BE/M.Tech/MSc (Tech) with 15 years of experience with not less than 8 years' experience in design/assessment/construction of sewerage infrastructure and STP. works | 2 | 4 |
| 4 | Civil Engineer | A graduate civil engineer having 15 years of experience with not less than 8 years of experience in designing/assessment/construction of civil structures particularly to STP, Sewerage networks, I&D works etc., | 1 | 2 |
| 5 | Support Engineer | Civil/Environmental Engineers with 5-10 years of experience | 3 | 9 |
| 6 | Draftsman | 10 -15 years of Experience with not less than 4-5 years in drafting and drawing of sewerage network/hydraulic drawing/STP structures/I&D works etc. | 2 | 4 |
| 7 | Field Staff | | 4 | 16 |

4. The project is scheduled to be completed in 3 months from the date of award of work
5. Facilities which can be provided to the consultants.
 - a) Details of all states officials of SPMG
6. Any other related information specific to the study/assignment which is necessary to be furnished to all the bidders.

Section 6

Standard Form of Contract

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

Contents

- I. Form of Contract
- II. General Conditions of Contract
 - 1. General Provisions
 - 2. Commencement, Completion, Modification and Termination of Contract
 - 3. Obligations of the Consultant
 - 4. Consultants' Personnel and Sub-Consultants
 - 5. Obligations of the Employer
 - 6. Payments to the Consultant
 - 7. Fairness and Good Faith
 - 8. Settlement of Disputes
 - 9. Liquidated Damages
 - 10. Miscellaneous Provisions
- III. Special Conditions of Contract
- IV. Appendices
 - Appendix A – Description of Services
 - Appendix B - Reporting Requirements
 - Appendix C - Staffing Schedule
 - Appendix D - Cost Estimates in Foreign Currency
 - Appendix E - Duties of the Employer

**CONTRACT FOR CONSULTANTS'
SERVICES**

Between

[National Mission for Clean Ganga]

and

[Name of the Consultant]

Dated:

I. Form of Contract

This CONTRACT (here in after called the “Contract”) is made the [day] day of the month of [month], [year], between the President of India acting through National Mission for Clean Ganga, Ministry of Water Resources, River Development and Ganga Rejuvenation, Government of India,(NMCG, MDSS, 3rd Floor, Rear Wing, 9, CGO Complex, Lodhi Road, New Delhi- 110 003),[National Mission for Clean Ganga] (here in after called the “Employer”), of the First Part and, [name of Consultant](here in after called the “Consultant”) of the Second Part.

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “(here in after called the “Employer”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, namely, lead consultant [name of lead Consultant] and [name of Consultant/s] (here in after called the “Consultant”).

WHEREAS

- (a) the Consultant, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice date disused by the Employer;
- (b) the “Employer” has accepted the offer of the Consultant to provide the services on the terms and conditions set for thin this Contract.

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

1. The following documents attached here to shall be deemed to form an integral part of this Contract:

- (a)The General Conditions of Contract;
- (b)The Special Conditions of Contract;
- (c)The following Appendices:

Appendix A: Description of Services Appendix B: Reporting Requirements Appendix C: Staffing schedule Appendix D: Cost Estimates

Appendix E: Duties of the “Employer” Appendix F: Duties of the Consultant

2. The mutual rights and obligations of the “Employer” and the Consultant shall be as set forth in the Contract, in particular:
 - (a) The Consultants shall carryout and complete the Services in accordance with the provisions of the Contract; and
 - (b) The “Employer” shall make payments to the Consultant in accordance with the provisions of the Contract.

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

In presence of
(Witnesses)

Signed by-----
1. For and on behalf of the President of
India [name of "Employer"]

[Authorized Representative]

2. For and on behalf of [name of Consultant]

In presence of (Witnesses)

(i)

(ii)

(ii)

[Authorized Representative]

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

3. For and on behalf of each of the Members of the Consultant.

[name of member]

[Authorized Representative]

4. [name of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “Consultant” means any private or public entity that will provide the Services to the “Employer” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices (d) “Day” means calendar day.
- (d) “Effective Date ” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (e) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.
- (f) “GC” means these General Conditions of Contract.
- (g) “Government” means the Government of India
- (h) “Local Currency” means Indian Rupees.
- (i) “Member” means any of the entities that make up the joint venture/ consortium/ association; and “Members” means all these entities.
- (j) “Party” means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.
- (k) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- (l) “Reimbursable expenses” means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limit in the Contract].
- (m) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (n) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A here to.

(o) “Sub Consultants” means any person or entity to whom/ which the Consultant sub contracts any part of the Services.

(p) “Third Party” means any person or entity other than the “Employer”, or the Consultant.

(q) “In writing” means communicated in written form with proof of receipt.

1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Employer” and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf here under.

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

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

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

1.5.2 A Party may change its address for notice here under by giving the other Party notice in writing of such change to the address specified in the SC.

16. Location: The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the “Employer” may approve.

1.7 Authority of Lead Partner: In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the “Employer” under this Contract, including without limitation the receiving of instructions and payments from the “Employer”. However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

1.8 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Consultant may be taken or executed by the officials specified in the SC.

1.9 Taxes and Duties: The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10 Fraud and Corruption

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

- (i) "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "Collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 Measures to be taken by the Employer

- (a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

- (b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.10.3 Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 **Effectiveness of Contract:** This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's" notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 **Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this

Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

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

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

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

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

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

2.7 Force Majeure

2.7.1 Definition (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, 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-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

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

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

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the “Employer”, shall either:

(i) demobilize,; or

(ii) continue with the Services to the extent possible, in which case the Consultant 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 8.

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

2.9 Termination

2.9.1.1 By the “Employer”: The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC

2.9.1.1.

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- (f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

- (g) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.
- (h) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the Consultants, and sixty (60) days’ in case of the event referred to in (h).

2.9.2 By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

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

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the “Employer”, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

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

- (a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- (b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance: The Consultant 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 Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s” legitimate interests in any dealings with Sub-Consultants or Third Parties.

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

- 3.2.1 Consultant not to benefit from Commissions, Discounts, etc.:** (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- (b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Consultant shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such

responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the “Employer”.

3.2.2 Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

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

3.4 Insurance to be taken out by the Consultant: The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants’, as the case may be) own cost but on terms and conditions approved by the “Employer”, insurance against the risks, and for the coverage’s specified in the SC, and (ii) at the “Employer’s” request, shall provide evidence to the “Employer” showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 Accounting, Inspection and Auditing: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “Employer” or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Employer” or the Employer, if so required by the “Employer” or the Employer as the case may be.

3.6 Consultant’s Actions Requiring “Employer’s Prior Approval: The Consultant shall obtain the “Employer’s” prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the “Employer”. Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the “Employer” to be incompetent or incapable or undesirable in discharging assigned duties, the “Employer” may request the Consultant to provide a replacement, with qualifications and experience acceptable to the “Employer”, or to resume the performance of the Services itself.

3.7 Reporting Obligations: The Consultant shall submit to the “Employer” the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.8 Documents Prepared by the Consultant to be the Property of the “Employer”: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request.. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the “Employer’s” prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 Equipment, Vehicles and Materials Furnished by the “Employer”: Equipment, vehicles and materials made available to the Consultant by the “Employer”, or purchased by the Consultant wholly or partly with funds provided by the “Employer”, shall be the property of the “Employer” and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Employer’s” instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.

Equipment and Materials Provided by the Consultants: Equipment or materials brought into the Government’s country by the Consultant and The Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS’ PERSONNEL AND SUB-CONSULTANTS

4.1 General: The Consultant shall employ and provide such qualified and experienced Personnel and Sub Consultants as are required to carry out the Services.

4.2 Description of Personnel: (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant’s Key Personnel are as per the consultant’s proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the “Employer”, his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the “Employer”, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the “Employer’s” written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the “Employer” and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel: The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the “Employer”. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the “Employer” for review and approval a copy of their Curricula Vitae (CVs). If the “Employer” does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the “Employer”.

4.4 Removal and / or Replacement of Personnel: (a) Except as the “Employer” may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the “Employer” (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the “Employer’s” written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “Employer”.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the “Employer”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Resident Project Manager: If required by the SC, the Consultant shall ensure that at all times during the Consultant’s performance of the Services a resident project manager, acceptable to the “Employer”, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE “EMPLOYER”

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

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.

- (c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant 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 6.1(b).

5.3 Services, Facilities and Property of the “Employer”:

- (a) The “Employer” shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.
- (b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services.

5.4 Payment: In consideration of the Services performed by the Consultant under this Contract, the “Employer” shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel: (a) If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice, if specified in Appendix E.

(b) Professional and support counterpart personnel, excluding “Employer’s” liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services

- (a) The total cost of the Services payable is set forth in Appendix D as per the consultant’s proposal to the Employer and as negotiated thereafter.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in

Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments shall be made in Indian Rupees.[In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

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

- (a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 13.
- (b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.
- (c) **Final Payment:** The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Employer" within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.
- (d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the CMC / Employer (Mention this if presentation is required) with / without modifications to be communicated in writing by the Employer to the consultant.
- (e) If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.

- (f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- (g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.
- (h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, 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 Consultant, 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.

8.3. Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. LIQUIDATED DAMAGES

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 5% of the total value of the contract as specified in Appendix D.

9.3 The liquidated damages shall be applicable under following circumstances:

- (a) If the deliverables are not submitted as per schedule as specified in SC 13, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
- (b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3, and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1% of total cost of the services for every week or part thereof for the delay to a maximum of 5 % of the total contract price.

10. MISCELLANEOUS PROVISIONS:

- (i) "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.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Contractor/Consultant shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for

performance of works/services including that of its Associates/Sub Contractors under the Contract.

- (v) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (vi) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant'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 Contractor/Consultant.
- (vii) The Contractor/ Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) 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 (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

III. Special Conditions of Contract:

SC Clause Ref. of GC Clause Amendments of, and Supplements to, Clauses in the General Conditions of Contract

1 1.5 The addresses are: NMCG, MDSS, 3rd Floor, Rear Wing, 9, CGO Complex, Lodhi Road New Delhi- 110 003Tel: 24367985/84/24361071

1. "Employer": National Mission for Clean Ganga
Attention: **adm(dot)nmcg(at)nic(dot)in**
2. Consultant:
Attention:
Facsimile:

3. 1.8 The Authorized Representatives are: Additional Mission Director (Technical)

For the Consultant:

4. 2.1 The effectiveness conditions are the following: [the team size minimum for one package will be]

| Sr. No. | Manpower | Expert* | Nos. | Man months |
|---------|------------------------------|---|------|------------|
| 1 | Team Leader | A Graduate in Civil/Environmental Engineering with 20 years of experience with not less than 10 years' experience in design construction of Sewage Treatment Plants/ Sewerage networks. | 1 | 2 |
| 2 | Electro –Mechanical Engineer | A graduate Electro /Mechanical Engineer with 15 years of experience with not less than 8 years' experience in design/assessment/construction of similar engineering works | 1 | 1 |
| 3 | Environmental Engineer | BE/M.Tech/MSc (Tech) with 15 years of experience with not less than 8 years' experience in design/assessment/construction of sewerage infrastructure and STP. works | 2 | 4 |
| 4 | Civil Engineer | A graduate civil engineer having 15 years of experience with not less than 8 years of experience in designing/assessment/construction of civil structures particularly to STP, Sewerage networks, I&D works etc., | 1 | 2 |
| 5 | Support Engineer | Civil/Environmental Engineers with 5-10 years of experience | 3 | 9 |
| 6 | Draftsman | 10 -15 years of Experience with not less than 4-5 years in drafting and drawing of sewerage network/hydraulic drawing/STP structures/I&D works etc. | 2 | 4 |
| 7 | Field Staff | | 4 | 16 |

5. 2.2 The time period shall be Two month.
6. 2.3 The time period shall be 15 days from the issue of Letter of Award.
7. 2.4 The time period shall be Six months.

8. 3.4 Limitation of the Consultants' Liability towards the "Employer"
Consultants' liability should simply be governed by the Applicable Laws of India, Consultants Responsibility]

8. 3.4 The risks and the insurance coverage shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of [INR 10 Lacs];
- (b) Third Party liability insurance, with a minimum coverage of [INR 10 Lacs];

12. 6.1 (b) The ceiling in local currency is: [insert amount and currency]

9.6.3 For lump-sum contracts payment will be made as following:

- a. 10% (Ten Percent) of the value of the order shall be payable as advance against submission of bank guarantee of equivalent amount which shall be kept valid till release of the next stage payment.
- b. 20% on submission of Inception Report
- c. 20% on submission of Data validation (from ULBs/PHEDs or equivalent) report and on approval of Inception Report
- d. 20% on submission of Draft Condition Assessment Report of Sewerage System (STP, SPS, Sewage Network and Drains) Report with GIS Maps.
- e. 20% on submission of Final Condition Assessment Report of Sewerage System (STP, SPS, Sewage Network and Drains) Report with GIS Maps after incorporation of observations of NMCG/TPA;
- f. 10% after approval of final condition assessment report

8.3 The Arbitration proceedings shall take place in (indicate name of the city) in India.

Binding signature of Employer Signed by.....

_____ for and on behalf of the President of India)

Binding signature of Contractor Signed by.....

(for and on behalf of _duly authorized vide Resolution

No _____ dated _____ of the Board of Directors of ____)

In the presence of

(Witnesses)

1.

2.