[Department of Water Resources/ Irrigation, State Name]

Model
REQUEST FOR PROPOSAL
FOR

Selection of Irrigation Service Provider (ISP) for the development of Pressurized Piped Irrigation Network (PPIN) and provision of irrigation services in [Cluster name, State name] under Modernization of Command Area Development (M-CADWM) scheme

NO. _____ DATED __ DECEMBER 2025

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GLOSSARY

In this RFP, unless the context otherwise requires, capitalised terms shall have the meaning given to them in the table below. Capitalised terms not defined below shall have the meaning given to them in the Agreement.

Agreement	means the agreement to be executed between [WATER RESOURCE/IRRIGATION DEPARTMENT/CADA, STATE NAME] (hereafter 'Authority') and the Selected Bidder, incorporated by the Selected Bidder. [**Guidance note**: *The Authority is expected to utilise an appropriate agreement format as per the procurement rules applicable to the Authority*]
Applicable Laws	means all laws which are applicable to the Project and/ or the Irrigation Service Provider (also referred to as 'Contractor'), having been enacted or brought into force by the Government of [state name] or any other relevant authority including regulations and rules made thereunder, and judgments, decrees, injunctions, writs and orders of any Court of Record, as may be in force and effect during the subsistence of this project
Applicable Permits	shall mean all clearances, licenses, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained by the contractor under Applicable Laws in connection with the Project during the subsistence of this project
Associate	For a bidder or a Member of a Consortium, those entities would be termed "Associate(s)": a person who controls, is controlled by, or is under the common control with such Party {or Consortium Member} (as used in this definition, the expression **"control"** means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise).
Bid	means a bid consisting of the Qualification Proposal and the Financial Proposal submitted by a bidder for qualification and award of the Project, and bids mean collectively, all the bids for the Project.
Bid Due Date	means the last date for submission of the bids specified in the Bid Schedule, as may be extended from time to time in accordance with Clause 20.2.
Bid Price	means the price calculated for each bidder, based on the values provided by such bidder as a part of the Financial Proposal to PPIN development, finance, operate, maintain and transfer the irrigation infrastructure in the cluster.
Bid Project Cost	means the cost of PPIN development, operation and maintenance to be incurred by the bidder, during the term of the Agreement.
Bid Schedule	means the schedule of the Bidding Process set out in Clause 2.14, as may be amended from time to time.

Bid Securing Declaration	means a securing declaration that must be submitted by a bidder along with its bid in accordance with Clause 16.
Bid Security	means the Bank Guarantee of Rs. ________ submitted by the bidder as part of its Qualification Proposal, as provided in Annexure 1J, and can be referred in clause 20.4, which shall be kept valid for the entire term of the Bid validity.
Bidder	means a single entity or a Consortium which submits a bid to Authority in accordance with this RFP and includes each Member when the bidder is a Consortium, and **Bidders** shall be construed accordingly.
Clause	means a clause of this RFP refers to specific section or provision within the document that outlines terms, conditions, requirements, or instructions.
Commissioning Date	The commencement date of O&M after the asset has been fully constructed, tested, and officially accepted by the client.
Company	means a company incorporated under the Indian Companies Act or a foreign company incorporated under the relevant statute of its jurisdiction.
Contractor	Irrigation Service Provider responsible for **installing, operating, and maintaining** irrigation systems
Conflict of Interest	has the meaning ascribed to it in Clause 3.3.
Consortium	means any combination of entities that have formed a consortium for the purpose of submitting a bid and to implement the Project if such consortium is declared the Selected Bidder.
Control	means, with respect to a Person: (a) the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or (b) the power, directly or indirectly, to direct or influence the Board of Directors, or the management and policies of such Person by operation of law, contract or otherwise, and the term **Controlled and Controlling** shall be construed accordingly.
Effective Date	means the date on which all the Conditions Precedent have been satisfied by the Authority and the Contractor in accordance with the Agreement.
Eligibility Criteria	means the Qualification Criteria and the Financial Criteria, to be satisfied by the Bidder for it to be eligible for evaluation of the Financial Proposal.
End of O&M	means the date occurring after the completion of five years of O&M from the Commissioning Date.
e-Procurement Portal	means the e-Procurement Portal of the [Government of state name] available at the following url: [insert URL]
Equity	means the sum expressed in INR representing the paid-up share capital of the Contractor.
Financial Capacity	means the financial capacity and strength of the bidder, as determined in accordance with Clause 4.2 of this RFP.
Financial Proposal	means the financial proposal, comprising the lumpsum amount including PPIN development cost and service delivery (O&M) cost

	for 5 years, to be submitted by a bidder in accordance with this RFP.
Financial Year	means each 12-month period commencing on 1st April of one calendar year and ending on 31st March of the next calendar year; and if different for a bidder, then the 12-month period for which such bidder files its statutory audited accounts in the normal course of its business.
GoI	means the Government of India.
Joint Bidding Agreement	means a binding joint bidding agreement to be entered into by the Members of a Consortium that submits a bid pursuant to this RFP, in the format set out at Annexure 1K.
Lead Member	means the Member nominated by the Members of a Consortium to act and represent all the Members of the Consortium.
LOA	means the Letter of Award that will be issued by the Authority to the Selected Bidder in accordance with Clause 40 of this RFP.
Member	means a member of a Consortium.
Net Worth	means the net worth of a bidder, which shall be determined as follows, in case of a: (a) ***Company**, means* (i) subscribed and paid up equity share capital; and (ii) reserves LESS (iii) revaluation reserves; (iv) miscellaneous expenditure not written off; (v) reserves not available for distribution to equity shareholders; and (vi) aggregate value of accumulated losses. (b) ***partnership firm***, means the sum of the partners' capital account and undistributed profits; (c) ***limited liability partnership***, means the sum of partners' capital account and undistributed profits as per the 'Statement of Account' prepared as per Limited Liability Partnership Rules, 2009; (d) ***sole proprietorship***, means the value of all assets minus liabilities of the proprietorship but does not include the personal assets or liabilities of the sole proprietor; and (e) ***individual***, means the sum of the value of all unencumbered assets owned by the individual minus the sum of the value of all liabilities of the individual.
O&M	Operation and Maintenance (O&M) refers to all activities required to operate, monitor, and maintain infrastructure systems effectively, ensuring reliability, safety, and optimal performance throughout their lifecycle. It includes preventive and corrective actions, resource management, and technical support. For the purposes of this document, the term '**O&M**' shall be understood to mean '***service delivery***,' and both terms are used interchangeably.
O&M Period	means the period commencing from the Scheduled PPIN development Completion Date to the End of O&M.
Performance Security(ies)	means the performance security(ies) that shall be submitted by the Selected Bidder or the Contractor to the Authority on or before

	execution of the Agreement to secure the obligations of the Contractor during the term of the Agreement in accordance with Clause 17 of the RFP.
Person	means any individual, company, corporation, partnership, consortium, trust, society, sole proprietor, limited liability partnership, co-operative society, government company, unincorporated organization or any other legal entity.
Pre-Bid Meeting	means the meeting to be held in accordance with Clause 8.2.
Preferred Bidder	means the bidder which: (a) meets the Qualification Criteria and the Financial Criteria; and (b) quotes the lowest Bid Price.
Project	means to finance and undertake the PPIN development for the provision of irrigation at the said cluster and to operate and maintain the system during the term of the Agreement and to handover the Site to the Authority and/ or the respective cluster on expiry or termination of the Agreement.
Public Financial Institution	means a Public Financial Institution referred to in the Companies Act 2013, and/or as regulated by the Reserve Bank of India.
Qualification Proposal	means the proposal to be submitted by each Bidder to demonstrate that it meets the Qualification Criteria and Financial Criteria as set out in Clause 3 and Clause 4.
RFP	means the Request for Proposal dated DD-MM-YYYY along with its Schedules and Annexures and includes any addenda/ corrigenda, if issued.
PPIN system	Pressurized Pipe Irrigation Network system comprises Headworks, Pumphouse, Filter system, Pipe Network with Appurtenances, Command and Control Centres, SCADA & Automation, Outlet Management System, Air Management System, Surge Devices, Manual valve at fields & Cloud communication Network etc.
PPIN development Period	means the period from the Effective Date to the Scheduled PPIN development Completion Date
Rupee or **INR**	means Indian Rupees, the lawful currency of India.
Schedule	means a schedule of this RFP or the Agreement.
Scheduled Bank	means a bank as defined under section 2(e) of the Reserve Bank of India Act, 1934.
Scope of Work	means the scope of work for PPIN development, completion, operation and maintenance of the Irrigation water supply systems, in terms of the obligations of the Contractor as contained in the Agreement.
Second Preferred Bidder	means the bidder who: (a) meets the Qualification Criteria and the Financial Criteria; and (b) quotes the second lowest Bid Price.
Selected Bidder	means the Preferred Bidder selected by the Authority for award of the Project.
Site	Proposed command area under PPIN System along with the water source
Taxes	means all taxes, levies, imposts, cesses, duties and forms of indirect taxes, and any interest, surcharge, penalty or fine in connection therewith which may be payable by the Contractor, or the subcontractors and the term Taxes shall be construed accordingly.

Technical Capacity	means the technical capacity and experience of a bidder, as determined in accordance with the RFP.
Technical Specifications	means the technical specifications for PPIN development, operation and maintenance of the irrigation water supply systems as set out in the Agreement.
Turnover	Turnover shall mean the total revenue earned by the bidder from its operations during a financial year, as reflected in the audited Profit & Loss Account (or equivalent financial statement) of the bidder. It includes revenue from all business activities but excludes other income such as interest income, dividend income, or any non-operating income.
Underground Pipeline (UGPL)	A UGPL (Underground Pipeline) irrigation system is a network of buried pipes (typically made of MS, DI, or HDPE) used to transport water from a source (like a tube well, canal, or reservoir) directly to the fields.
Water User Society (WUS)	It is a Society formed by cluster members, pools a seed fund, manages water distribution, collects O&M charges, and handles social monitoring. It is responsible for long-term operation, maintenance, and upgradation of the irrigation system. It must ensure financial self-reliance after 5 years for effective O&M and sustainability of the irrigation system.

SECTION I: INTRODUCTION

1. BACKGROUND

1.1 During the post-independence era, numerous irrigation projects were developed to enhance agricultural production through efficient water utilization. An analysis in the early seventies revealed a significant gap between the irrigation potential created and utilized. Based on these findings, the Irrigation Commission recommended systematic development of irrigation project commands to bridge this gap. Consequently, the Command Area Development programme (CADP) was initiated in 1974-75, aiming to improve the utilization of irrigation potential through an integrated and coordinated approach to efficient water management and sustainable agriculture.

1.2 Now, the Ministry of Jal Shakti has launched Modernization of Command Area Development & Water Management (M-CADWM) scheme to transform the existing CADWM component (Har Khet Ko Pani) of PMKSY to make it more integrated, efficient, sustainable, and inclusive. As part of the revamped scheme, it is proposed to implement pilot M-CADWM projects across various agro-climatic zones in the country incorporating institutional, technical and management reforms and strategies in command area development and water management.

1.3 Based on the learnings in design and structuring of these projects, National Plan for Command Area Development & Water Management will be designed. The detailed Guidelines for M-CADWM has been issued and available on internet.

1.4 The Authority, is now inviting interested bidders to submit online bids to implement the Project.

1.5 The statements and explanations contained in this RFP are intended to provide the bidders with an understanding of this subject matter of this RFP and the Project. Such statements and explanations should not be construed or interpreted as limiting in any way or manner:

(a) the scope of the rights and obligations of the Contractor, which will be set out definitively in the Agreement; or

(b) the Authority, right to alter, amend, change, supplement or clarify the rights and obligations of the Contractor or the terms and conditions that will be set out in the Agreement, in accordance with this RFP.

Consequently, any omissions, conflicts or contradictions between this RFP and the Agreement are to be noted, interpreted and applied appropriately to give effect to this intent. the Authority, will not entertain any claims on account of such omissions, conflicts or contradictions.

2. BRIEF DESCRIPTION OF THE BIDDING PROCESS

2.1 The Authority, has adopted a single-stage two envelope Bidding Process for determining the Selected Bidder for award of the Project.

2.2 The RFP will be available on the Authority's e-procurement website, [Insert URL] with effect from ___ 2025, ___:00 Hrs. The bidders who are interested to participate in the Bidding Process can download the RFP from the e-Procurement Portal. The RFP will appear on the e-Procurement Portal in the [*Latest Tenders*] section and will be available only until the specified time on the Bid Due Date. The Authority is not responsible for the completeness of the RFP, if it is not downloaded directly from the e-Procurement Portal complete with addenda/ corrigenda, if issued and uploaded on the e-Procurement Portal by the Authority.

2.3 Each bidder is required to submit a single bid, which shall consist of 2 separate parts: (a) the Technical Proposal; and (b) the Financial Proposal.

Technical Bid shall contain the following qualification documents, including all details mentioned under clause 4.

For individual Bidders

a. Copy of registration certificate under any state/central government department/ agencies.
b. Copy of the valid Employees Provident Fund Registration Certificate along with latest paid challan copy.
c. Copy of the valid GST Certificate & PAN Card.
d. Income tax returns of last 5 years.
e. The intending bidder/firm/company should furnish list of Manpower.
f. List of Machinery available for PPIN work
g. Bidders are required to provide all documentary evidence of their experience related to work orders and completion certificates from respective employers. In the absence of such proof, the Authority reserves the right not to consider the information provided by the bidders for evaluation. All projects cited, completed or ongoing, should be within the last 5 years that is after financial year 2019-2020.

For Consortium

a. Copy of registration certificate under any state/central government department/ agencies
b. Copy of Valid Employees Provident Fund Registration Certificate along with latest paid challan copy for all consortium partners.
c. Copy of Valid GST Registration Certificate for all consortium partners.
d. Income tax returns of last 5 years for all consortium partners.
e. The intending bidder/firm/company should furnish list of manpower, machinery available with them for taking up the work.
f. The Consortium of the individual bidders shall be formed prior to the bidding and necessary agreement for having consortium before bidding should be uploaded.
g. The lead partner should have ownership of or entitlement of not less than fifty-one (51%) percent of the property or capital or profits in the consortium.
h. Bidders are required to provide all documentary evidence of their experience related to work orders and completion certificates from respective employers. In the absence of such proof, the Authority reserves the right not to consider the information provided by the bidders for evaluation. All projects cited, completed or ongoing, should be within the last 5 years that is after financial year 2019-2020.

Financial Bid shall comprise the following:

(a) The bidder shall quote the lumpsum price for the execution of all works envisaged in scope of the project, including 5-years of operation and maintenance as per annexure 3.

2.4 **Evaluation stages**

The evaluation of the bids will be carried out in 2 stages:

(b) The first stage will involve qualification of the bidders based on the evaluation of their Qualification Proposal to determine compliance with the Qualification Criteria and Financial Criteria in accordance with Clauses 3 and 4 of this RFP. Only those bidders who are found to meet the Qualification Criteria will be evaluated in the second stage.

(c) The second stage will involve evaluation of the Financial Proposal of those bidders whose Qualification Proposal meet the requirements set out in Clauses 3 and 4 of this RFP, to identify the Selected Bidder for the Project.

2.5 **Bid parameter**

(a) Each bidder will be required to quote the lumpsum price for the execution of all works envisaged in scope of the project and provide service delivery that will include 5 years of operation and maintenance as per Annexure 3.

(b) It is clarified that the information to be entered by the bidder in the Financial Proposal is a basic rate (including all cess, levies, duties etc. but excluding GST) which will be used to calculate the total Bid Price (including all cess, levies, duties, etc.). [In the financial proposal, GST is either automatically applied or manually entered for each line item, depending on the respective State's e-procurement system].

2.6 The bidder shall provide a consolidated quote in the Financial Proposal. It is clarified that the aggregate payment by the Authority to the Contractor corresponding to the PPIN development shall not exceed [60%] of the Financial Proposal. The remaining [40%] shall be paid in equal instalments over the five-year service delivery period provided service delivery requirements are fulfilled by the Contractor.

[**Guidance Note:** *The proposed payment structure in this RFP is designed to ensure that a significant portion of the contractor's compensation is directly linked to the satisfactory delivery of services during the Operations and Maintenance (O&M) period. This approach is intended to incentivize sustained performance and accountability beyond the initial development phase.*

Accordingly, it is proposed that:

- *60% of the total payment be linked to the successful development and commissioning of the PPIN infrastructure.*
- *40% of the total payment be disbursed during the O&M period, contingent upon satisfactory service delivery as per the agreed Service Level Agreements (SLAs).*]

[**Guidance Note:** *In the spirit of model tender document, the proposed payment structure is indicative only. States may revise payment structure as needed to suit their specific context and requirements. However, the States/UTs must ensure that the ISP remains actively associated with the project till the IMT to WUS and provide the desired deliverables.*]

2.7 Subject to Clause 7.1(e) of this RFP, generally, the Preferred Bidder shall be the one which: (a) meets the Qualification Criteria and the Financial Criteria; and (b) quotes the lowest financial bid. Generally, the Preferred Bidder shall be the Selected Bidder for the Project. If the Preferred Bidder withdraws its Bid or is not selected for any reason, then the Authority, may, in its discretion, select the Second Preferred Bidder as the Selected Bidder, provided the second preferred bidder will have to execute the work at the lowest rate received for the bid, not at the quoted rate, or annul the Bidding Process.

2.8 Bidders are required to submit the Bid Securing Declaration along with their bids as per Clause 16. The bidders shall provide the Bid Securing Declaration in the format set out at Annexure 1H. A scanned copy of the Bid Securing Declaration must be uploaded by the bidders on the e-Procurement Portal along with their bids.

2.9 All bids are required to be prepared and submitted electronically in accordance with the terms of this RFP on or before the Bid Due Date.

2.10 The bidders may inspect the Site(s) and carry out, at their own cost, such inspections as may be required to submit their respective bids at any time prior to the date specified in the Bid Schedule. The Authority, shall facilitate such site visits provided that the bidder gives the Authority, at least 2 days' prior written notice of its intention to visit the Site(s).

2.11 It will be assumed that the bidders have accounted for all relevant factors, including Defect liability period which will be co-terminus with the 5-year operations & maintenance, from the date of satisfactory completion of work, technical data, the site conditions, climate, weather conditions, availability of power (including the requirement of any power back-up), water and other utilities for carrying out the development work, access to the site, handling and storage of materials, applicable laws and applicable permits while submitting their bids. The bidders will be deemed to have full knowledge of the Project, including the scope of activities required to be undertaken by the bidders to undertake the Project.

2.12 **e-Procurement**

(a) The Bidding Process will be conducted by way of e-tendering. In order to participate in the Bidding Process, a bidder must procure a digital signature certificate (class II or III) and register on the e-Procurement Portal using its digital signature. A digital signature certificate may be procured from a registered certifying authority as stipulated by Controller of Certifying Authorities, GoI.

(b) In case of a Consortium, the bidder must register with the e-Procurement Portal in the name of the Lead Member, using the digital signature certificate issued in the name of the authorized signatory of the Lead Member.

(c) The bidders must: (I) upload a soft copy/scanned copy of their Qualification Proposal, including a copy of the Bid Securing Declaration on the e-Procurement Portal in PDF format; and (ii) populate the financial proposal provided on the e-Procurement Portal, before the specified time on the Bid Due Date. Upon submitting the Qualification Proposals and the Financial Proposals on the e-Procurement Portal, the bidders must affix their digital signature both to the Qualification Proposals and the Financial Proposals.

(d) The bidders are encouraged to visit the e-Procurement Portal to acquaint themselves with the process of submitting their bids online. For the purposes of determining the cut-off time for submission of queries and bids, the central server time displayed on the clock on the e-Procurement Portal will be followed by the Bidders and the Authority.

2.13 Any queries or requests for additional information relating to this RFP should be submitted for clarification by the bidder to the Authority, by sending an email to on or before the specified time and date mentioned in the Bid Schedule.

2.14 The Authority, shall endeavour to adhere to the following Bid Schedule:

Sl. No.	Event	Date/Location
1.	Issue of RFP	
2.	Site Visit	
3.	Last date for receiving queries from bidders	
4.	Pre-Bid Meeting	
5.	Bid Due Date (Bid Submission Deadline)	
6.	Opening of Bids (Qualification Proposals)	
7.	Opening of Bids (Financial Proposals)	
8.	Signing of the Agreement	

2.15 Other details which can be seen in the tender documents.

Sl. No	Name of work	Estimated Project Cost (Rs. Lakhs)	Bid Security (Rs. In Lakhs)	Performance Security (Rs. In Lakhs)	Stipulated period of Contract
1	2	3	4	5	6
1		**[Amount]**	**[Amount]**	**[Amount]**	Construction upto [DDMMYY] and 5 years of Service Delivery

					starting DDMMYY

*[**Guidance Note:** The Construction period should be within the stipulated date]*

Rates quoted shall be exclusive of GST. [States can add add tender fee as per procurement norms]

2.16 **Integrity Pact:** No binding legal relationship will exist between any of the Bidders and the Authority until execution of a contractual agreement, except the pre-contract Integrity Pact to be submitted along with the Bid. Post evaluation and finalization of the Bids and identification of the successful Bidder, the Integrity Pact will form part of the definitive agreement to be signed by the successful Bidder. Under this Pact, Bidder agrees with the Authority to carry out the assignment in a specified manner. The format of Pre-Contract Integrity Pact will be as per Annexure -- 8.

The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings under the Integrity Pact:

a. Denial or loss of contracts;
b. Forfeiture of the BID SECURITY /Bid security and the performance bond/PBG;
c. Liability for damages to the principal and the competing Bidders; and

SECTION II: QUALIFICATION AND FINANCIAL CRITERIA

3. ELIGIBILITY OF BIDDERS

3.1 **Nature of bidder**

(a) A bidder may be a natural person, a company within the meaning of the Companies Act, 2013 or an equivalent law outside India, or any other private entity or State-owned entity, acting in its individual capacity or as a Consortium. The term bidder used in this RFP shall apply to both a single entity as well as a Consortium. However, bidders that are Government-owned enterprises or State-owned enterprises or institutions in the Executing Agency's country may participate only if they can establish that they (a) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under the Control of the Authority, and / or the [Government of State Name] (Executing Agency).

(b) If a bidder is a Consortium, then the Consortium and its Members shall comply with the following conditions:

(i) The number of Members in such Consortium shall not exceed three.

(ii) The Bid submitted by the Consortium should contain the required information for each Member and a brief description of the roles and responsibilities of each Member in delivering on this contract as per Annexure 1B.

(iii) The Consortium will nominate one of the Members as the Lead Member. Such nomination will be supported by a power of attorney from each Member of the Consortium and will be in the format set out in Annexure 1I. The Lead Member will have the authority to represent and bind all the Members during the Bidding Process.

(iv) The Members of the Consortium shall enter into a binding Joint Bidding Agreement, in the format set out in Annexure 1K, and shall appoint one of the Members to represent the Consortium. All Members shall be jointly and severally liable for the performance of the Project till the end of the term of the Agreement. The Members will not be permitted to amend or terminate the Joint Bidding Agreement, at any time during the validity of the bid without the prior consent of the Authority and/ or the [Government of State Name].

(v) Technical and Financial qualifications are to be independently or collectively (clubbed together) met by the consortium partners.

(c) All bidders are eligible to participate in the Bidding Process, except those who are from a country which shares a land border with India who shall be ineligible to bid in any procurement whether of goods or services (including consultancy services and non-consultancy services) or works (including sub-contracts and turnkey projects) in terms of Memo being F.No.6/18/2019-PPD dated 23.01.2020 of Ministry of Finance, Government of India and those countries that restrict the participation of bidders on a reciprocal basis.

3.2 **Lock-in Restrictions and Change in Control**

(a) Deleted

(b) If the Selected Bidder is a Consortium, then the Members are required to comply with the following conditions:

(in) the lead partner should have ownership of or entitlement of not less than fifty-one (51%) percent of the property or capital or profits in the consortium.

(ii) any Member, other than the Lead Member, whose Technical Capacity or Financial Capacity is being assessed for the purpose of qualification, shall hold at least 26% of the property or capital or profits in the consortium till end of the contract; and

(c) If, upon submission of the bid, any Associate, whose credentials have been taken into consideration for determining Technical Capacity, ceases or will cease to be an Associate of the bidder or such Member, or, if the bidder has been declared as the Selected Bidder, withdraw the LOA then the Authority may disqualify the bidder from participation in the Bidding Process.

3.3 **Conflict of Interest**

A bidder shall not have a conflict of interest (**Conflict of Interest**). Any bidder found to have a Conflict of Interest shall be disqualified. A bidder may be considered to have a Conflict of Interest in this Bidding Process if, as indicated in this Clause 3.3, the bidder, directly or indirectly through an Associate:

(a) controls, is controlled by or is under common control with another bidder, except that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in the Companies Act, 2013. The current list of Public Financial Institutions is at Annexure 2. The bidders are advised to ascertain the updated list of Public Financial Institutions from the available sources; or

(b) receives or has received any direct or indirect subsidy from another bidder; or

(c) has the same legal representative as another bidder for purposes of this bid; or

(d) has a relationship with another bidder, directly or through common third parties, that puts them in a position to have access to information about or influence the bid of one or the other another bidder, or influence the decisions of the Authority regarding this Bidding Process; or

(e) participates in more than one bid for the same cluster (as described in Clause 18); or

(f) participated as a consultant in the preparation of any documents, design or technical specifications of the Project that are subject of the bid; or

(g) has been hired (or is proposed to be hired) by the Authority as project manager for the Project.

(h) has a close business or family relationship with a professional staff of the Authority who: (i) are directly or indirectly involved in the preparation of the RFP or the Agreement, and/or the bid evaluation process of the Agreement; or (ii) would be involved in the implementation or supervision of the Agreement and execution of the Agreement.

If a bidder is a Consortium, then the term "**bidder**" as used in Clause 3.3 shall include each Member of such Consortium, and the term "**Associate**" as used in Clause 3.3, shall include Associates of each Member of the Consortium.

In the event of disqualification, the Authority, shall be entitled to appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority, and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such bidder's/

Consortium's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority, under the RFP and/ or the Agreement or otherwise.

3.4 **Fraud and Corrupt practices**

3.4.1 The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the Letter of Award (LOA) and during the tenure of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the bidder or Selected Bidder or Contractor, as the case may be, if it determines that the bidder or Selected Bidder or Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority, shall be entitled to appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/ or the Agreement, or otherwise.

3.4.2 Without prejudice to the rights of the Authority under Clause 3.4.1 hereinabove and the rights and remedies which the Authority, may have under the LOA or the Agreement, or otherwise if a bidder or Contractor, as the case may be, is found by the Authority, to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such bidder or Contractor shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date when such bidder or Contractor, as the case may be, is found by the Authority, to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

3.4.3 For the purposes of this Clause 3.4, the following terms shall have the meaning hereinafter respectively assigned to them :-

a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority, who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.1.2 (iv) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority, in relation to any matter concerning the Project;

b. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

d. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority, with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

3.5 Other Eligibility Criteria

If an entity has entered into a contract for operation of the e-Procurement Portal, which is currently valid and subsisting, then such entity and its Associates will not be eligible to submit a bid. The bidders will provide such evidence of their continued eligibility as the Authority, may request at any time during or after the Bidding Process.

4. TECHNICAL QUALIFICATION AND FINANCIAL CRITERIA

4.1 Technical Qualification

4.1.1 Technical Capacity required in executing eligible projects:

For demonstrating technical capacity and experience (the "Technical Capacity"), the bidder as a prime contractor in the last 5 (five) years (5 years prior to the FY of invitation of tender and including current FY) as under:

a. **Project Experience:** The bidder must have substantially completed at least one similar project with a project cost of INR ______ [*equivalent to 50% of the estimated cost of the proposed project*], involving pressurized/ gravity UGPL irrigation systems, within the last 5 years. Substantially completed means completion of not less than 80% of the original contract value.

To account for inflation and bring the cost of previously completed works to the current financial year's price level, a standard annual escalation factor of 10% shall be applied. This adjustment will be calculated on a year-wise basis, using the actual cost incurred in each year of the completed project. The adjusted cost will reflect the present value of the work done during the last five financial years, including the current year.

*[**Guidance Note**:*

Escalated Cost = Original Cost X (1.10) ^n

Original Cost = Cost incurred in the year the work was done

n = Number of years between the year of expenditure and the current financial year]

b. **Pipe Laying Experience:** The bidder should have, in the last 5 years, completed the supply, laying, jointing, testing, and commissioning of the following:

- MS Pipes: Minimum 600 mm diameter for at least _____ m [*60% of the MS pipeline length in the proposed project*]
- DI Pipes: Minimum 400 mm diameter for at least _____ m [*60% of the DI pipeline length in the proposed project*]
- HDPE Pipes: Minimum 63 mm diameter, including experience in electrofusion for at least _____ m [*60% of the HDPE pipeline length in the proposed project*]. The HDPE pipes shall be of minimum PN6-PE100 grade for sizes 63 mm, 75 mm, and 90 mm.

If the Bidder is a Consortium, then the Technical Capacity as required above shall be demonstrated individually or cumulatively, i.e., the Consortium as a whole should meet the requirement.

[***Guidance Note:*** *States are advised to modify the required pipe laying experience based on the pipe details as specified in the DDR*]**.**

c. **Service Delivery & Capacity Building Experience:** The bidder must have successfully completed one project involving operation & maintenance (O&M) of irrigation infrastructure, and capacity building including knowledge transfer to Water User Societies or equivalent, for a minimum duration of 12 months. The said project should pertain to UGPL irrigation, micro-irrigation, lift-irrigation, or pressurized distribution networks (PDN) in irrigation, covering an area of at least ____ ha [*equivalent to 50% of the proposed project command area*], with annual payments received in respect of O&M and capacity building activities of not less than 8% of the overall contract value. If the Bidder is a Consortium, then the Technical Capacity as required above shall be demonstrated individually or cumulatively, i.e., the Consortium as a whole should meet the requirement.

d. **Key Personnel:** The bidder shall demonstrate availability of following key personnel as employees of the bidder or consortium member, in case of a consortium, and who shall be available to be deployed during project construction and O&M phases. If the Bidder is a Consortium, then the Key Personnel requirement shall be demonstrated individually or cumulatively, i.e., the Consortium as a whole should meet the requirement.

i. **Non-structural interventions**

Sr. no.	**Position**	**Key Responsibilities**	**Minimum Qualification & Experience**
1	Community & Institutional Development Specialist	Lead farmer mobilization; facilitate WUS formation and strengthening; ensure inclusion of women and vulnerable groups; support IMT	Graduate in Social Science/ Rural Development with 10 years of experience
2	Training and Capacity Building Specialist	Train and provide on-site demonstrations for WUS on O&M; financial management; governance and accounting capacity	Graduate in Agriculture/ Irrigation/ Rural Development with 8 years of experience
3	Agri-water management Specialist	Promote efficient water use, optimal cropping patterns, & micro-irrigation; develop wastewater reuse and water-saving models	Graduate in Agriculture/ Irrigation/ Agronomy with 8 years of experience

4	Cluster Coordinators (2 nos.)	Coordinate non-structural activities; liaise with DDR consultants and agencies; track implementation progress and reporting	Graduate in Agriculture/ Engineering / Management with 5 years of experience

ii. **Structural interventions**

Sr. no.	**Position**	**Key Responsibilities**	**Minimum Qualification & Experience**
1	Project manager & irrigation specialist	Overall management of structural and irrigation works; coordination across disciplines; ensure quality, timelines, and client reporting.	Masters in Civil/ Agricultural; 15+ years, including 8 years in irrigation/ command area projects.
2	Civil engineer	Supervise design and execution of civil/structural works; ensure quality and technical compliance.	B.E. in Civil; 10+ years, including 5 years in irrigation/water resources.
3	Electrical engineer	Oversee electrical systems/ solar based systems for pumping stations and controls, testing and commissioning.	B.E. in Electrical; 8+ years, including 4 years in water/irrigation projects.
4	Mechanical Engineer	Oversee pumping machineries, filters, surge protection devices and other mechanical work	B.E. in Mechanical; 8+ years, including 4 years in water/irrigation projects.
5	Automation and SCADA specialist	Design and implement automation, telemetry, and SCADA systems; integrate control and data systems.	B.E. in Electrical/ Electronics/ Instrumentation; 8+ years in SCADA/automation for utilities or irrigation.
6	Site engineers	Supervise site works, ensure quality and safety; maintain records and progress reports.	Diploma or B.E. in Civil/Mechanical; 5+ years in irrigation/civil works.
7	Autocad operators	Prepare and update drawings and layouts; assist in as-built documentation.	Diploma/ ITI in Draftsmanship; 3+ years in AutoCAD for infrastructure/ irrigation projects

a. All the experience cited for evaluation of technical capacity should be supported with appropriate self-attested client certificate duly signed from an officer not below the rank of Divisional Engineer or equivalent authority (Experience Certificates from State Government / Central Government /UTs/State PSUs /Central PSUs projects are to be considered only).
b. The Experience certificate issued by the State PSUs must carry the counter signature of the concerned Engineer-in-Charge not below the rank of Executive Engineer or equivalent authority. The detail correspondence address/Fax number/phone no./ e-mail Id of officer issuing certificate shall be furnished.

c. If the Bidder is a Consortium, then all positions for structural and non-structural interventions are to be met individually or cumulatively, i.e., the Consortium as a whole should meet the requirement.
d. Experience cited without supporting credentials from client shall not be considered for evaluation.

4.2 Financial Criteria

4.2.1 The audited balance sheets or other financial statements acceptable to competent authority, for any three of the last 5 financial years immediately preceding that of the Bid Due Date, shall be submitted and must demonstrate the current soundness of the bidder's financial position. The Bidder shall fulfil the following criteria:

(i) In each of any three Financial Years during the years, 2020-2021, 2021-2022, 2022-2023, 2023-2024, and 2024-2025 the bidder (including a Consortium and/ or an Associate) should have a minimum Net Worth of INR______ [equivalent to 30% of the estimated project cost] in any 3 of the last 5 financial years, as documented through unqualified audited annual financial statements.

(ii) In each of any three Financial Years during the years, 2020-2021, 2021-2022, 2022-2023, 2023-2024, and 2024-2025, the bidder (including a Consortium and/or an Associate) should have a minimum Turnover not less than INR______ [equivalent to 3-7 times the estimated project cost] in any 3 of the last 5 financial years, as documented through unqualified audited annual financial statements.

(iii) Bid Capacity: Shall possess Minimum Available Bid Capacity of INR ______ [equivalent to the estimated project cost] in any one year during the last five years. The bid capacity will be calculated as under:

Available Bid Capacity = (A*N*1.5-B) where,

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the present price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited. For the subject project, N = 1.

B = Value, at present price level, of existing commitments and on-going works to be completed during the next 12 months (period of completion of structural works for which Tenders are invited)

If the annual accounts for the Financial Year immediately preceding the Bid Due Date are not audited, the bidder shall provide the provisional annual accounts for such Financial Year. The provisional annual accounts shall be accompanied by an undertaking by the bidder to the effect that:

(a) if it is chosen as the Selected Bidder, the Selected Bidder will submit the audited annual accounts for the Financial Year immediately preceding the Bid Due Date prior to the Effective Date; and
(b) the Net Worth as per such audited annual accounts shall not vary by more than 5% from the provisional accounts submitted by it with its bid.

(iv) In the case of a Consortium bidder, the required financial criteria may be demonstrated individually or collectively by all members of the Consortium.

4.2.5 Availability of Plant & Machinery:

The bidder should produce documentary evidence regarding availability of machineries and equipment in working condition required for execution of the work (either owned in his name or obtained on hire purchase scheme or by hiring from the reputed firms/ Contractor's firm during the construction period).

If the machineries are to be procured for specific period for completion of the work on lease/ rental basis, then a copy of registered MOU must be attached. The contractor should give an undertaking that if the work is awarded to the Contractor, then the Contractor will deploy the required machinery as per Annexure 7.

The list of machineries required by the contractor is as per below table.

#	Machineries
1	Dumper/Tippers/Excavator/JCB
2	Hydra Crane
3	Welding machine for steel pipe
4	Pipe Jointing Machine for HDPE pipe
5	Tankers/ vibrators/rollers
6	Batching plant
7	Transit Mixer
8	Plate/ Needle Vibrator
9	Hydraulic Testing Machine
10	Survey Instrument (Total station/ Auto Level)
11	Tractors
12	Concrete Pump
13	DG set/ Transformer
14	Bar cutting and bending machine
15	Dewatering pump set
16	Water Tanker

***[Guidance Note:** The above list of machineries is indicative in nature. However, the States are advised to modify the above detail as per their requirement and specific context.]*

SECTION III: INSTRUCTIONS TO BIDDERS

PART A. GENERAL

5. SCOPE OF WORK

Main Activities and works to be carried out for execution of the project are as below:

The survey, planning and design have been undertaken by a consultant and are included in the Detailed Design Report (DDR), attached as Annexure 4 to this RFP [***Guidance note:*** *DDR copy to be attached*]. Annexure 5 of the RFP outlines the technical specifications for the work to be undertaken [***Guidance note:*** *technical specifications to be included*]. All remaining activities outlined below shall be executed by the selected bidder, duly observing respective statutory and safety protocols. The scope of works includes all the activities mentioned in the DDR including the following:

5.1 Structural Work

5.1.1 Civil Works

The scope of work under the scheme comprises of the following:

(i) **System level improvements at proposed water source** - Construction and upgradation of Intake Structures, strengthening or building intake wells and approach channels to ensure reliable water withdrawal.

(ii) **Improvement of Waterlogged / Saline lands** – Improvement of surface drainage including reclamation through drainage, sub-surface drainage or bio-drainage through deep-rooted vegetation, land levelling, and soil amendment techniques requirements, if any.

(iii) **Clubbing of Water resources for PPIN** – This includes integration of treated wastewater, SMI/RRR, MGNERGS developed ponds etc. with the proposed water source(s). The whole planning is required to capitalize asset utilization of M-CADWM throughout the year. Integration of different water sources in cluster with pipelines. If any.

(iv) **Pump Sump cum Pump House**: - The pump sump cum pump house shall be constructed to install required no. of pumps with control panels, irrigation controllers etc. The size of pump sump cum pumphouse is depend on the capacity and number of pumps required. These structures facilitate the lifting of water from source, and its distribution through PPIN.

(v) Scope includes providing suitable number and size of windows and ventilators for proper ventilation of the pump house. The opening of the pump house on approach road shall be of sufficient size to permit movement of vehicle with pump accessories. In addition to providing proper illumination in the pump House, illumination shall be provided for outside portion also. The roof of pump house shall be with RCC roof. Flooring shall be made preferably with good quality material. Provision of stores and toilet facility needs to be provided in pump house.

(vi) Construction of Irrigation management command and control centers at 300 Ha//5000 Ha. These centers will be portable structures. These structures equipped with SCADA-based automation, GIS mapping and digital dashboards. They facilitate real-time data collection, water flow monitoring and decision making for optimized irrigation.

(vii) Supply, jointing, laying, testing and commissioning of Primary pipeline network (MS/DI) from water source to 300 ha Village Management System (VMS) outlet. Scope also includes all necessary civil works for installation of distribution network including excavation in any kind of soil, back filling, construction of anchor / thrust block, valve chamber, Road / Railway / Nala Crossings etc.

(viii) Supply, jointing, laying, testing and commissioning of Secondary pipeline network (MS/DI/HDPE PE100) from VMS to 20/30 Ha Outlet Management System (OMS) outlet. Scope also includes all necessary civil works for installation of distribution network including excavation in any kind of soil, back filling, construction of anchor / thrust block, valve chamber, Road / Railway/Nala crossings etc.

(ix) Supply, jointing, laying, testing and commissioning of Tertiary pipeline network (HDPE PE100) from OMS to 1 Ha farmer outlet. Scope also includes all necessary civil works for installation of distribution network including excavation in any kind of soil, back filling, construction of anchor / thrust block, valve chamber, Road / Railway/Nala crossings etc.

(x) The scope includes chain link fencing surrounding Main Pump house and Sump cum pump house, manifold / surge protection equipment's

(xi) Construction of approach road to pump houses as per standards.

***[Guidance Note:** The above scope of civil works is indicative in nature. However, the States are advised to modify the above detail as per the DDR.]*

[Guidance Note:** The State Government, while according approval / clearance to the DDR, shall ensure that the types of pipes proposed in the DDR for the primary, secondary, and tertiary networks have been selected on the basis of a detailed techno-economic analysis, so as to ensure that the overall cost of the pipe network remains optimal.**]

5.1.2 Deleted

5.1.3 Deleted

5.1.4 Electro-Mechanical Works

(i) Scope includes supply, installation, testing and commissioning of Pumps of required capacity and numbers to meet the peak discharge including one number standby of equal capacity. The Pumps shall be coupled to Motors of suitable capacity with Minimum 10% additional marginal power.

(ii) The pumps shall be connected to MS manifold through Dismantling joints, Rubber expansion joint, Butterfly valves, forced water lubrication system and Dual plate check valves of suitable rating.

(iii) The Pump house shall have crane / chain pulleys for lifting, as required and handling Material.

(iv) Scope includes supply, installation, testing and commissioning of Fully automatic Primary filters equipment of 300 micron, with auto backwash arrangements as per requirement.

(v) Pumping stations should have Over/under voltage, Over current sensor, Temperature sensor, Vibration sensor, ultrasonic flow transmitter, pressure sensor & ultrasonic level sensor at the sump tied to PLC system.

(vi) A centralized SCADA system need be installed at each main pumping station.

(vii) SCADA station should have a PLC which will sense the flow, pressure & level parameters & accordingly should control the operation of the pumps.

(viii) SCADA will generate alarms and will be communicated to authorized user through SMS.

(ix) All pumping stations should have colour graphical HMI (Human Machine Interface) for display of local alarms/messages & setting of control parameters.

(x) SCADA system with computer system should be provided with an online UPS & a laser printer.

(xi) Supply, installation, testing and commissioning of Outlet Management System at Chak level with comprises of Secondary filter of 150-micron, Isolation valve, Pressure flow control and monitoring device (PFCMD) valve for each 5 ha subchak, Manifolds for PFCMD valves, Automation controller, Solar panel & antenna, air release valve and Enclosure box.

(xii) **Establishment of communication network and cloud-based automation command centers** – This involves setting up IoT enabled sensors and wireless networks for real-time data transmission, Advanced SCADA systems are integrated to automate water distribution, control pump houses. A centralized cloud-based platform stores and processes irrigation data. Digital dashboards provide real-time monitoring, automated alerts and remote access to optimize irrigation schedules and detect issues like leakages or inefficiencies.

(xiii) Satellite mapping for ET based water requirement, crop production in cluster and linked all data to SCADA.

*[**Guidance Note:** The above scope of Electro-Mechanical Works is indicative in nature. However, the States are advised to modify the above detail as per the DDR.]*

5.1.5 Power Supply & Communication

(i) Solar Power Integration

a. All irrigation projects under the scheme shall be powered by solar systems to ensure sustainable and cost-effective energy supply.

b. The system can be implemented using State's own funds or in convergence with PM-KUSUM scheme. The cost for the solarization of M-CADWM can be worked out accordingly. *[**Guidance Note**: State should work out the costs based on the convergence with component of PM-KUSUM being adopted]*

c. States may align with PM-KUSUM scheme and leverage the available subsidies.

d. This will allow the WUS in a collective way in a cluster to:

e. Drawal of power from the grid during low solar generation periods.

f. Export of surplus solar power back to the grid for credit adjustment.

g. Utilize solar powered pumps to farmers in off-grid areas

h. Compliance with State Electricity Regulatory Commission (SERC) norms for metering, billing, and settlement.

(ii) Optional Backup Power

a. Battery Energy Storage Systems may be provided as an optional backup to ensure uninterrupted irrigation during night, cloudy days or grid outages.
b. The entire cost of battery storage shall be borne by the State Government.

(iii) Safety and Monitoring

a. Installation of surge protection devices, earthing systems, and automatic disconnect switches for operational safety.
b. Provision for remote monitoring and control through IoT-enabled devices for real-time performance tracking.

***[Guidance Note:** The above scope of Power Supply & Communication is indicative in nature. However, the States are advised to modify the above detail as per the DDR with condition that the solar power is mandatory.]*

5.2 Service Delivery

5.2.1 The Operations and Maintenance (O&M) period will span five years following the commissioning of the PPIN infrastructure development. The duties and responsibility of the contractor under the O & M agreement will be as under**.**

a. Identification of the cropping pattern and water requirement during Kharif, Rabi seasons, two-season based on farmer survey and Computation of command area that can be irrigated during Kharif, Rabi seasons based on survey data collected. May be extended to three seasons, depending on water availability and local conditions.
b. Estimate the potential volume of water to be delivered at every outlet present in the project area
c. Give data support for project management system or as required.
d. Achieve Key Performance Indicators (KPIs) and report the same.
e. Development and submission of Seasonal Operation Plan (SOP) for every season during the Operation Period, Development and submission of Draft Irrigation Schedule
f. Addressing the queries of the WUS, technical auditor as needed
g. Operational Activities - These refer to regular operational activities undertaken in the PPIN network towards delivering water by providing manpower for gate operation, operating outlets, flap gates etc. to ensure equitable supply of water
h. To maintain the all the structural components including but not limited to intake system, pump house, water conductor system including its structures, valves including UGPL distribution system with CAD network and maintenance of all gates and switch yard.
i. To provide all services necessary to maintain the project efficiently, maximize the availability of the project, optimize the useful life of the project etc. to maintain the system efficiently.
j. To provide requisite numbers of qualified (and if required licensed) personnel to perform the services.
k. To carryout maintenance of the total water conductor system including distribution pipeline and carryout repair and preventive maintenance in accordance with the recommendations of the employer.
l. To carry out any maintenance or repairs or rectification work in case of any problem or emergency that may arise while the system is in-operation during the maintenance period of 5 years or as directed by the employer.

m. To provide technical and other assistance to the employer, for managing operational and maintenance problems.
n. Maintain all roads, yards, walkways, housekeeping and security of the project.
o. To prepare Annual Operation Plan and submit to the Authority for approval.
p. To prepare an O&M manual covering all operational and maintenance aspects, submit and obtain approval from the Authority.
q. To provide the *As-Built* drawing in soft and hard copies to the Authority.
r. To maintain effective functioning of all Hydro-Mechanical and Electro- Mechanical works including Rising main/Pressure mains & switch yard etc.
s. Regular calibration and software updates for SCADA-based control centers, IoT sensors and cloud-based monitoring systems for real-time irrigation management.
t. Ensuring proper functioning of wireless communication networks, digital dashboards, and automated alert systems and data upload on the cloud software.
u. Operation of scheme as per Operation & Control Philosophy (Automation valve schedules) and Design Philosophy (Head & Discharge) mentioned under DDR.
v. The Contractor will transfer all plant and equipment to the Authority upon completion of 5-years of O&M contract.

***[Guidance Note:** The above scope of Service Delivery is indicative in nature. However, the States are advised to modify the above detail as per the DDR and local conditions & requirement.]*

5.3 **Scope of Work for Non-Structural Component**

(i) Stakeholder coordination & awareness

a. Farmer mobilization and awareness campaigns on M-CADWM
b. Coordination with WUS during construction and O&M phases
c. Facilitate active participation of women and vulnerable groups.
d. Encouraging and enabling Participatory Irrigation in the Project Area through coordinating and supporting the existing Water user Society.
e. Undertake Activities in association with the other implementation partners like FRA, WUS Committees etc. at ground level

(ii) Water use efficiency, innovation and sustainability

a. Promote optimal crop selection, sequencing, micro-irrigation practices.
b. Implementation of micro-irrigation of minimum 1 hectare area within a designated cluster.
c. Encourage farm-based innovations for water and energy savings aligned to local conditions.
d. Document good practices and case studies and disseminate through documents and trainings.

(iii) Capacity building & Irrigation Management Transfer (IMT)

a. Training sessions and on-site demonstrations for WUS and farmers on system operations & maintenance
b. Conduct capacity building and training for the farmers on aspects such as water use efficient (WUE) agriculture and irrigation practices such as SRI for paddy, micro irrigation, crop diversification etc.
c. Develop Separate Demonstration plots with Micro-irrigation for WUS and farmers on system operations & maintenance
d. Develop WUS capacity in accounting, record-keeping, governance.
e. Handholding support during the IMT process
f. Develop institutional linkages with FPOs, PACS, and financial institutions for financial and operational sustainability.

g. Support the concerned department/agency in employing FRAs for mobilization and capacity building of WUSs during the O&M period.
h. Develop capacity transfer roadmap that ensures WUS/ farmers can independently mange assets and O&M
i. Agronomic Support to Water User Societies.
j. Bidder should provide agronomical information to the water user's members and cooperative societies for land preparation, selection of crop, soil health crop varieties, pest control management, harvesting, storing, handling and packaging through trainings.
k. Classroom Training: Bidder should provide training for maintenance and irrigation scheduling of the system to each water user farmers' Cooperative Societies for each module/block along with concerned government staff.
l. Field Training: Contractor should provide practical trainings and field visits to the water user's Cooperative Societies and government staff for operation of the micro-irrigation system and of the irrigation system.
m. Training to the water user Societies about the Maintenance of the Irrigation System.
n. Bidder should provide training for maintenance of irrigation system to each water user farmers along with concerned government staff.
o. Bidders' Scope includes coordination with individual beneficiary/ WUSs for facilitating Agreement between government agency and beneficiaries for infrastructure facilities created for micro irrigation system. A standard agreement format is to be finalized for handing over of all infrastructure created.

(iv) **Optional services**

a. The Irrigation Service Provider may be allowed to provide any optional services only with the approval of WUS and Authority, like: renting of flexible pipes or pumps to WUS, installing shared MI (drip/sprinklers/centre pivots) systems on field, filling private farm-ponds within project area or developing any other source of revenue for the farmers.

***[Guidance Note:** The above scope of Non-Structural Component is indicative in nature. However, the States are advised to modify the above detail as per the DDR and local conditions & requirement.]*

5.4 Payment Terms

PAYMENT TOWARDS STRUCTURAL & NON-STRUCTURAL WORKS:

a. Payments will be made upto 60% of the value of the finished work up to the construction period. The balance 40% will be paid over a period of 5 years during service delivery provision, linked to service performance. [***Guidance Note:** The rationale for allocating 40% of the PPIN payment over a five-year period is to ensure that the ISP maintains the same level of responsiveness and service quality as demonstrated during the construction phase.*]
b. Additionally, 5% of the project cost shall be retained as a security deposit for the Defect Liability Period as per clause 2.11 and will be released at the completion of the 5-year O&M period upon satisfactory provision of services.

***[Guidance Note:** The States can retain the security deposit as per the extant financial rules.]*

c. Payments during the construction phase will be tied to specific milestones. In contrast, payments during the Operations & Maintenance (O&M) phase will be based on the services delivered, which are linked to key performance indicators (KPIs), maintenance activities, outstanding amount for structural components and non-structural components. The reference table below outlines this structure. [***Guidance Note:*** *However, States are free to customize or revise the component and the milestones columns in the table according to their unique requirements and context.*]

Table: Payment during construction phase

#	Component	Milestone	Payment*
1	Structural	System-level upgrades to distributary automation, land reclamation, and integrated water resource use for PPIC via reused water and groundwater sources.	[60%] of the estimated cost associated with the specific activity.
2	Structural	Construction of Pump House, Irrigation Management Command and control centers (Civil Works and Porta structure)	[60%] of the estimated cost associated with the specific activity.
3	Structural	Establishment of Communication network and cloud-based Automation Command Centers	[60%] of the estimated cost associated with the specific activity.
4	Structural	Electro-Mechanical works (Pumping Machineries. Electrical substation and accessories), Primary filtration system, and Surge Protection system without transmission line	[60%] of the estimated cost associated with the specific activity.
5	Structural	Development of Primary Pipeline Network	[60% of the estimated cost associated with the specific activity.
6	Structural	Development of Secondary Pipeline Network	60% of the estimated cost associated with the specific activity.
7	Structural	Development of Tertiary Pipeline Network	60% of the estimated cost associated with the specific activity.
8	Non-structural	Farmer field training, demonstrations & implementation of community irrigation system etc. [refer to 5.3 for details]	60% of the estimated cost associated with the specific activity.

**In the spirit of model tender document, the above component / milestones/payment are indicative only. States may revise or expand the component / milestones/payment details as needed to suit their specific context and requirements. However, the States/UTs must ensure that the ISP remains actively associated with the project till the IMT to WUS and provide the desired deliverables. For details, refer to 5.1 for structural works and 5.3 for non-structural works.*

For payments during the O&M period, the authority will cover the following components: (1) O&M payments distributed into 60 equal installments (2) non-structural interventions on actuals, and (3) outstanding amount distributed into 60 equal installments for structural components.

6. ACKNOWLEDGEMENT BY THE BIDDER

6.1 It shall be deemed that by submitting the bid, the bidder has:

(a) made a complete and careful examination of the RFP (including all instructions, forms, terms and specifications) and any other information provided by the Authority, under this RFP and the bidder acknowledges that its submission of a bid that is not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in rejection of the bid;

(b) received all relevant information requested from the Authority;

(c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority;

(d) satisfied itself about all things, matters and information, necessary and required to submit a bid;

(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any matter in relation to the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from the Authority, or a ground for termination of the Agreement;

(f) satisfied itself regarding the suitability of the Site conditions to undertake the Project; and

(g) agreed to be bound by the undertakings provided by it under and in terms of this RFP.

6.2 The bidder undertakes to bring to the attention of the Authority, any such issue as mentioned in Clause 6.1, it would have identified, either at the Pre-Bid Meeting or through a written clarification request, prior to the last date of submission of the bid. the Authority, shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or relating to the RFP or the Bidding Process.

7. RIGHTS OF THE AUTHORITY

7.1 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(a) suspend the bidding process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any bidder in order to receive clarification or further information at any stage of the Bidding Process;

(c) retain any information, documents and/or evidence submitted to the Authority, by and/or on behalf of any bidder;

(d) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any bidder;

(e) reject any bid, if:

(i) at any time, a material misrepresentation is made or uncovered; or

(ii) the bidder in question does not provide, within the time specified by the Authority, the supplemental information sought by the Authority, for evaluation of the bid; or

(f) accept or reject a bid, annul the Bidding Process and reject all bids, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever, including the bidders.

If the Authority, annuls the Bidding Process and rejects all bids, it may in its sole discretion invite fresh bids for the Project.

7.2 If the Authority, exercises its rights under this RFP to reject a bid and consequently, the Preferred Bidder for the Project gets disqualified or rejected, then the Authority, reserves the right to:

(a) select the Second Preferred Bidder as the Selected Bidder for the Project, provided the second preferred bidder will have to execute the work at the lowest rate received for the bid, not at the quoted rate; or

(b) invite fresh bids for the Project.

7.3 If it is found during the Bidding Process, at any time before signing the Agreement that one or more of the Qualification Criteria or Financial Criteria have not been met by a bidder or that the bidder has ceased to meet them, or a bidder has made material misrepresentations or has given any materially incorrect or false information, then such bidder will be disqualified. If such bidder has been declared as the Selected Bidder or has already been issued the LOA or has entered into the Agreement, the LOA or the Agreement, as the case may be, shall be liable to be terminated, by a notice in writing from the Authority, to the Selected Bidder. Upon any disqualification, cancellation or termination in accordance with this Clause 7.3, the Authority, will not be liable in any manner whatsoever to the bidder. Additionally, the Authority, will have the right to take necessary actions as agreed by the bidder in the Bid Securing Declaration.

8. CLARIFICATIONS ON THE RFP

8.1 Clarifications and Queries

A bidder requiring any clarification of the RFP shall contact the Authority, in writing by sending email to [Insert: Email Id] or raise its enquiries during the Pre-Bid Meeting, followed by e-mail. The Authority, will respond in writing to any request for clarification, provided that such request is received before the last date for receiving queries from bidders as provided in Clause 2.14. The queries should also be submitted in secure and non-editable format at the e-mail address indicated in Clause 8.1 for purpose of ease in collation of the queries. Should the clarification result in changes to the clauses of the RFP, the Authority, shall amend the RFP by issue of appropriate addenda/ corrigenda in this regard.

(a) the Authority, shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Bid Schedule. The Authority's, responses (including an explanation of the query but not identification of its source) will be made available to all the bidders and shall be uploaded on the e-Procurement Portal. If similar or repeated queries are made by bidders, the Authority, may list those queries as one query and respond to such query only once.

(b) the Authority, may, on its own initiative, if deemed necessary, issue clarifications to all the bidders, by issue of written responses to the pre-bid queries. Should the Authority, deem it necessary to amend the RFP as a result of a request for clarification, it will do so by issue of appropriate addenda/ corrigenda, following the procedure under Clause 9 of this RFP.

(c) It shall be the responsibility of the bidders to check e-Procurement Portal for the response to the queries or requests for clarifications.

(d) Verbal clarifications and information given by the Authority, or any other Person for or on its behalf shall not in any way or manner be binding on the Authority.

8.2 **Pre-Bid Meeting**

8.2.1 All intending bidders may attend the Pre-Bid Meeting on the date, time and place mentioned in the Bid Schedule clause 2.14. The purpose of the Pre-Bid Meeting will be to clarify issues and answer questions on any matter relating to the RFP, the Bidding Process and the Project. Each prospective bidder is requested as far as possible, to submit any question in writing to reach the Authority, not later than one week before the Pre-Bid Meeting.

8.2.2 All intending bidders may nominate up to 3 authorized representatives to participate in the Pre-Bid Meeting, by confirming the participation of its authorized representatives at the Pre-Bid Meeting at least 3 days prior to the date of the Pre-Bid Meeting. Such confirmation shall be sent by e-mail to [Insert: Name of the Authorized person].

8.2.3 During the course of the Pre-Bid Meeting, all intending bidders will be free to seek clarifications and make suggestions to the Authority.

8.2.4 Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of an intending bidder from participating in the Bidding Process.

8.3 **Site Visit**

8.3.1 The bidder is advised to visit and examine the Site of the Project and its surroundings and obtain for itself on its own responsibility all information that may be necessary for submitting the bid and entering into the Agreement. The costs of visiting the Site shall be at the bidder's own expense.

8.3.2 The bidder and any of its personnel or agents will be granted permission by the Authority, to enter upon its sites for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Authority, and their personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

9. AMENDMENT OF THE RFP

9.1 Up until the date that is mentioned in the Bid Schedule, the Authority, may, for any reason, whether on its own initiative or in response to a query raised or clarifications requested by a bidder, amend the RFP and all the Schedules to the RFP including the Agreement, by issuing appropriate addendum/ corrigendum.

9.2 All addenda/corrigenda shall be uploaded on the e-Procurement Portal.

9.3 The bidders are required to visit the e-Procurement Portal prior to submission of the bid to take into account any addenda/corrigenda that may be issued in accordance with this Clause 9.

9.4 Each addendum/ corrigendum will be binding on the bidders.

9.5 Any oral statements made by the Authority, or its advisors regarding the Bidding Process, the RFP or on any other matter, shall not be considered as an amendment of the RFP.

9.6 the Authority, will assume that the information contained in the addenda/corrigenda would have been taken into account by the bidder in its bid. the Authority, assumes no responsibility for the failure of a bidder to submit the bid in accordance with the terms of the addenda/corrigenda or for any consequent losses suffered by the bidder.

10. AVAILABILITY OF INFORMATION

10.1 The information relating to or in connection with the Project, the Bidding Process and this RFP, including all notices issued by the Authority, to all bidders in accordance with this RFP; queries and responses or clarifications and any addenda / corrigenda will be uploaded in the e-Procurement Portal.

10.2 All such information will be made available for review by the bidders until the Bid Due Date.

10.3 If a bidder faces any technical issue or technical error in accessing the e-Procurement Portal, the bidder may seek assistance from the Authority, by sending an e-mail request to [Insert: Name of the Authorized Person], no later than 7 days prior to the Bid Due Date. The Authority will use its best endeavours to respond to such written e-mail request and assist the bidder (on a no recourse basis) to resolve such technical issue.

11. CORRESPONDENCE WITH BIDDERS

11.1 Save as expressly provided in this RFP, the Authority, will not entertain any correspondence with the bidders, whether in connection with the acceptance or rejection of their bids or otherwise.

12. CONFIDENTIAL INFORMATION AND PROPRIETARY DATA

12.1 **Proprietary Data**

All documents and other information provided by the Authority, or submitted by a bidder to the Authority, will remain or become the property of the Authority, as the case may be. Bidders are required to treat all information provided by the Authority, in the RFP as strictly confidential and not to use them for any purpose other than for preparation and submission of their bids.

12.2 **Confidentiality Obligations of the Authority**

The Authority, will treat all information, submitted as part of a bid as confidential and will require all those who have access to such material to treat it in confidence. The Authority, may not divulge any such information or any information relating to evaluation of bids or the qualification of bidders unless:

(a) such publication is contemplated under this RFP;

(b) such publication is made to any Person who is officially involved with the Bidding Process or is a retained professional advisor advising the Authority, or the bidder on matters arising out of or in connection with the Bidding Process;

(c) it is directed to do so by any statutory authority that has the power under law to require its disclosure;

(d) such publication is to enforce or assert any right or privilege of the statutory authority and/or the Authority, or as may be required by law (including under the Right to Information Act, 2005); or

(e) in connection with any legal process.

13. GOVERNING LAW AND JURISDICTION

13.1 Governing Law

The Bidding Process, this RFP and the bids shall be governed by, and construed in accordance with, the laws of India.

13.2 Exclusive Jurisdiction

The [High Court of State Name] shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process, this RFP and the bids.

14. VALIDITY OF THE BIDS

14.1 The bids shall remain valid for a period of 180 days from the Bid Due Date. A bid valid for a shorter period shall be rejected by the Authority, as being non-responsive.

14.2 In exceptional circumstances, prior to the expiry of the Bid validity period, the Authority, may request the bidders to extend the Bid validity period. The request by the Authority, and the bidders' responses to such request shall be made in writing. A bidder may refuse the Authority's request to extend the validity period of its bid, without being bound to the Bid Securing Declaration. However, a bidder granting the request shall not be required or permitted to modify its bid.

15. PERFORMANCE LINKED INCENTIVES FOR IRRIGATION SERVICE PROVIDERS (ISPs)

15.1 The Contractor shall be eligible for payment incentives for early completion of works, micro-irrigation adoption by farmers, and establishing successful linkages between WUS and FPO/FPC, and efficient service delivery as mentioned in the table below. **0.4%** of the contract value (subjected to ceiling of Rs.2 Lakh/Ha) shall be available as Performance Linked Incentives (PLI). Certain percentage of PLI shall be paid to the Contractor by the Authority upon successful achievement of PLI indicators.

PLI Indicators

#	Incentives to Irrigation Service Provider (ISP)	PLI%
A	**During Construction Period**	
1	Early completion of PPIN Development works subject to maximum of 60 days on per day basis	20
2	Development / linking of WUS as FPO/FPC	20

	Sub-total	**40**
B	**During Service Delivery**	
3	At least [75%] of farmers in the cluster adopt micro-irrigation (at the end 1st year of Service Delivery)	25
4	Pump uptime hours: [95%] of design pump operating hours in each month for the period of 5 years of Service Delivery on monthly basis.	15
5	Irrigation water: [90%] of irrigation water supplied as per schedule agreed with WUS per month for the period of 5 years of Service Delivery on monthly basis.	20
	Sub-total	**60**
	Total	**100**

Guidance Note: These incentives will be funded under the Administrative & Other Expenditure (A&OE) Component of the M-CADWM scheme and will be considered as award and not as project cost.

PART B. BID SECURING DECLARATION AND PERFORMANCE SECURITY

16. BID SECURING DECLARATION

16.1 The bidder shall furnish as part of its bid, a bid securing declaration for the Project (the Bid Securing Declaration).

16.2 The Bid Securing Declaration shall remain valid till [forty-five (45)] days beyond the Bid validity period specified in Clause 14 or the extended period as per the request of the Authority, and agreed by the bidder, whichever is later.

16.3 The bidder shall provide the Bid Securing Declaration in the format set out in Annexure 1H.

16.4 The Bid Securing Declaration of the Selected Bidder will cease to be valid upon the Selected Bidder furnishing the Performance Security and, if applicable, Additional Performance Security, in accordance with Clause 17.

16.5 The bidder shall be suspended from being eligible for bidding, or submitting Proposals in any contract with the Authority for the period of time of 12 months from the date of notification, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
(a) have withdrawn their bid during the period of Bid validity specified in the Letter of Bid; or

(b) having been notified of the acceptance of the bid by the Authority during the period of Bid validity, (i) failure or refusal to execute the Agreement, if required, or (ii) failure or refusal to furnish the Performance Security.

17. PERFORMANCE SECURITY

17.1 Before execution of the Agreement, the Selected Bidder shall cause the Contractor to furnish the Performance Security in accordance with the conditions detailed hereinafter, using for that purpose the Performance Security Form included as Annexure 1M. Failure of the Selected Bidder to submit the above-mentioned Performance Security or sign the Agreement shall constitute sufficient grounds for the annulment of the award and taking necessary actions as per the Bid Securing Declaration and pursuant to Clause 16.5. In that event, the Authority may award the Project to the bidder offering the next Most Advantageous Bid.

17.2 The Selected Bidder shall cause the Contractor to furnish to the Authority, Performance Securities for a value equal to [Insert: 3%-5% of the value of the project]in the substance and form set out in **Annexure 1M**, on or before the execution of the Agreement to secure the obligations of the Contractor under the Agreement.

17.3 The above Performance Securities shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor, in accordance with the agreement.

17.4 The Selected Bidder shall cause the Contractor to provide the Performance Security/Securities in the form of bank guarantee(s) issued by a Scheduled bank in India or a guarantee issued by a Public Financial Institution, from its branch at [Insert: City, State Name]. The Performance Security/Securities shall be issued in favour of " **the Authority**," and in the format set out in Annexure 1M. Performance Security(ies) from any bank not being a Scheduled bank in India or a financial institution not being a Public Financial Institution and issued by any branch outside city name, will not be accepted under any circumstances.

17.5 If the Selected Bidder fails to furnish the Performance Securities in accordance with this Clause 17 on or before the execution of the Agreement, then the Authority shall have the right to take necessary actions as per the Bid Securing Declaration and in accordance with Clause 16.5(b) of this RFP.

17.6 During evaluation of Financial Proposal and before award of the Project, if it is found that the Selected Bidder has submitted a bid deemed, unbalanced or frontloaded as per the CPWD or State/GFR guidelines, the Authority reserves right to seek remedial actions including Additional Performance Security over and above that is mentioned in the Clause 17.2. The quantum of such Additional Performance Security will be determined by the Authority on the basis of reasonable assessment of various Project components and after seeking suitable justifications/clarifications on the price components of the bid from the Selected Bidder. The Selected Bidder shall submit this Additional Performance Security along with the Performance Security. The Additional Performance Security/ies shall be in force till the end of O&M, if the Bid Price or the O&M cost are found to be unbalanced or frontloaded. The Additional Performance Security/ies shall be liable to be forfeited either fully or partially as it deems fit for the reasons mentioned in Clause [Insert the clause number from the agreement which states the reason why Additional Performance Security/ies shall be liable to be forfeited either fully or partially] of the Agreement.

PART C. PREPARATION AND SUBMISSION OF BIDS

18. NUMBER OF BIDS

Each bidder shall be permitted to submit only 1 bid for the entire Project, either individually or as a Member of a Consortium. A bidder applying individually or as a Member of a Consortium shall not be entitled to submit another bid either individually or as a Member of any other Consortium, as the case may be. A bidder who submits or participates in more than 1 bid for the Project shall cause all the bids with the bidder's participation to be disqualified.

19. LANGUAGE OF BIDS AND CORRESPONDENCE

19.1 The bid prepared by the bidder and all correspondence and documents related to the bid exchanged by the bidder and the Authority shall be in English.

19.2 Any document furnished by the bidder may be in another language, as long as such document is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall take precedence. If any document submitted by a Bidder is in a local/foreign language, then the English translation must be carried out by a certified translator and notarised in India. If any document submitted by a Bidder is in a foreign language, then the English translation must be certified by the embassy/consulate/high commission of the relevant foreign country in India or the Ministry of Foreign/External Affairs of the relevant foreign country where the project is situated. Supporting materials which are not translated into English or certified/ notarised in accordance with this Clause 19.2 may not be considered by the Authority.

20. BID DUE DATE AND BID SECURITY

20.1 The bid shall be submitted on or before the date, time and place specified in the Bid Schedule in clause 2.14.

20.2 the Authority may, at its discretion and for any reason, extend the Bid Due Date for all bidders by issuing an addendum/ corrigendum in accordance with Clause 9, in which case all rights and obligations of the Authority and the bidders will thereafter be subject to the Bid Due Date as extended.

20.3 Bids received by the Authority after the specified time on the Bid Due Date will not be eligible for consideration and will be summarily rejected.

20.4 The Bidder shall furnish as part of its Qualification Proposal, a Bid Security of [*Insert: two percent to five percent of the estimated value of the project]* Rs ________ (Rupees ___________ only). The bidders shall deposit the Bid Security using the form of Bank Guarantee from a scheduled bank as per format provided in Annexure 1J. The Bank Guarantee shall be as per format provided in Annexure 1J of this RFP and the validity period of the bank guarantee, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the bidder from time to time.

20.5 The Authority shall not be liable to pay any interest on the Bid Security so made and the same shall be interest free. Bid Security through instruments like Bank Draft, Pay Order etc. will not be accepted.

20.6 The Bid Security of unsuccessful bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the bid of the Selected Bidder or when the Bidding Process is cancelled by the Authority, and in any case within 180 days from the Bid Due Date, upon application being made by bidders. The Selected Bidder's Bid Security will be returned, without any interest, upon it signing the Agreement and furnishing the Performance Security in accordance with the provisions hereof.

20.7 The Authority shall be entitled to appropriate the Bid Security as Damages, inter alia, in any of the events specified in Clause 20.8 herein below. The bidder, by submitting its bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its bid or for any other default by the bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any bidder.

20.8 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the RFP and/ or under the Agreement, or otherwise, under the following conditions:

(a) If a bidder submits a substantially non-responsive bid;
(b) If a bidder has a Conflict of Interest as specified in Clause 3.3 of the RFP;
(c) If a bidder is found to have engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 3.4 of this RFP;
(d) If a bidder withdraws its bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective bidder(s) and the Authority;
(e) In the case of Selected Bidder, if it fails within the specified time limit:–
    (i) to sign and return its acknowledgement of the Letter of Award;
    (ii) to sign the Agreement; or
    (iii) to furnish the Performance Security within the period prescribed in the Agreement; or
(f) In case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.
(g) In case of any breach of the pre-contract Integrity Pact.

21. QUALIFICATION PROPOSAL

The bidder shall submit the bid online as under:
Folder I – for submission of Qualification Proposal; and
Folder II – for submission of Financial Proposals

21.1 The Qualification Proposal submitted by a bidder shall comprise scanned copies of the following:

(a) Letter of Bid in the format set out in **Annexure 1A**;
(b) description of the bidder/Members in the format set out in **Annexure 1B**;
(c) Power of Attorney in the format set out in **Annexure 1C**, executed by the bidder or the Lead Member authorizing the signatory of the bid to commit the bidder;
(d) certificate issued by the statutory auditor of the bidder and/ or Associate(s), in the format set out in **Annexure 1D**, certifying the Net Worth of the Bidder and/ or Associate(s) and compliance with other financial qualification criteria specified in Clause 4.2 of this RFP;
(e) self-attested certificate regarding Associate, if applicable, in the format set out in **Annexure 1F**;
(f) information on any litigation that the bidder (or in case of a Consortium, the relevant Member) is a party to, in the format set out at **Annexure 1G**;
(g) Bid Securing Declaration in the format set out at **Annexure 1H**;
(h) annual financial statements of the bidder (including profit and loss statements) for FY 2020-21, FY 2021-22, FY 2022-2023, FY 2023-2024 and FY 2024-25;
(i) Bid Security in the format set out as **Annexure 1J**;
(j) self-attested copies of the certificate of incorporation, Memorandum of Association and Articles of Association, if the bidder is a company. If the bidder is a partnership firm, then self-attested copies of the Partnership Deed. If the bidder is a LLP, then self-attested copies of the Partnership Deed and registration certificate. If the bidder is a Consortium, then each Member shall submit self-attested copies of the above documents, depending on whether the Member is a company, partnership firm or a LLP.
(k) declaration listing the contract(s) of the bidder or each Member (in case of a Consortium) that has/have been suspended or terminated and/or performance security that has been called by an employer for reasons related to the non-compliance by such bidder or Member(s) in the past 5 years, in the format set out at **Annexure IL**.
(l) Details of the Eligible Projects for which project experience is being claimed in the format set out at **Annexure 1E**.
(m) Certificate(s) from its statutory auditors or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 years in respect of the projects specified in Clause 4. In case a particular job/ contract has been jointly executed by the bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client (In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the bidder may provide the certificates required under this RFP.
(n) **Project Approach note:** The bidder shall furnish a concise note of up to 10 pages to demonstrate its understanding of the work to be carried out and the adequacy of the bidder's proposal to meet the work's requirements and the construction completion time. In particular, the bidder shall present in the technical note its understanding of the project components; its approach to meet the KPIs; challenges envisaged in meeting the KPIs and approach to address them; site specific issues and solutions; and structural challenges envisaged and any other issues. The bidder shall also present how it plans to

ensure Financial Closure by the applicable deadline. The purpose of this note is to understand whether the bidder has considered all risks associated in achieving the parameters within the Project Scope of Work.

(m) **Machinery Details** to be provided as per Annexure 7

(n) **Pre-Contract Integrity Pact** (wherever applicable) in the format in **Annexure 8** (*The Pre-Contract Integrity Pact should be submitted neatly typed in on Rs.100/- non-judicial stamp paper duly signed by the authorized signatory and the same will be signed on behalf of Authority subsequently. The date of execution should be the date as mentioned in the Technical Bid by the Bidder)*

21.2 If the bidder is a Consortium, it will additionally be required to submit the following documents:

(a) Power of Attorney in the format set out at **Annexure 1I**, executed by the Members of the Consortium authorizing the Lead Member of the Consortium to act on behalf of and commit the Consortium.

(b) Joint Bidding Agreement in the format set out at **Annexure 1K**.

21.3 The Technical Proposal submitted by a bidder shall comprise the audited balance sheets or, if not required by the laws of the bidder's country, other financial statements acceptable to competent authority, for 5 financial years immediately preceding that of the Bid Due Date, shall be submitted and must demonstrate the current soundness of the bidder's financial position as per Clause 4.2.1

21.4 The contractor's assessed available bid capacity will be calculated as per the clause 4.21. of bid document. The documents to be furnished as per Annexure 6.

22. FINANCIAL PROPOSAL

22.1 The bidder shall quote the lumpsum price for the execution of all works envisaged in scope of the project, including 5-years of operation and maintenance as per annexure 3.

23. COST AND CURRENCY OF BIDS

23.1 **Cost of the bid**

The bidders will bear their own costs associated with or relating to the preparation and submission of their bids, including copying, postage, delivery charges and expenses associated with any presentations which may be required by the Authority or any other costs incurred in connection with or relating to their bids, including any costs incurred on conducting any due diligence. All such costs and expenses will be borne by the bidders and the Authority and their employees and advisors will not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of the Bidding Process.

23.2 **Currency of the bid**

All amounts in the bid should be stated in Indian Rupees (INR).

24. SIGNING OF BIDS

24.1 Each bidder (and in case of a Consortium, the Lead Member) must affix the digital signature of its authorised signatory to the soft copies of both the Qualification Proposal and the Financial

Proposal, upon uploading the soft copy of the Qualification Proposal and submission of the Financial Proposal to the e-Procurement Portal.

25. MARKING, SEALING AND SUBMISSION OF BIDS

25.1 Each bidder is required to upload a soft copy/scanned copy of its bid on the e-Procurement Portal.

25.2 While uploading the bid on the e-Procurement Portal, bidder must ensure that files containing the Qualification Proposal and scanned copies of the Bid Securing Declaration are uploaded separately under the relevant heads/Folder in a PDF format. The bidder shall be required to fill all mandatory forms and fields indicated in the e-Procurement Portal at the time of uploading its bid.

25.3 The bidders should ensure the legibility of the documents uploaded to the e-Procurement Portal.

25.4 The bidder shall upload the bid sufficiently before the specified time on the Bid Due Date to avoid any technical issues or malfunction in the network caused by heavy traffic of bidders on the Bid Due Date. the Authority will not be responsible for any failure, malfunction or breakdown of the electronic system during the e-procurement process.

25.5 The bidder should check the system generated summary of its bid submission to confirm successful uploading of its bid.

25.6 All bids uploaded to the e-Procurement Portal will be encrypted and the encrypted bids can only be opened by the authorised representatives of the Authority at or after the date/time specified time for opening of the bids (Qualification Proposals).

25.7 It is clarified that the bidder will not be required to submit a hard copy of the Financial Proposal, and if a hard copy of the Financial Proposal is submitted, then the bid submitted by such bidder shall be rejected as being non-responsive.

25.8 The bid will contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the authorized signatory of the bidder/Lead Member. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the bidder/Lead Member.

25.9 The Authority will not be responsible for any delays, loss or non-receipt of bids.

26. SUBSTITUTION/WITHDRAWAL/MODIFICATION OF BIDS

26.1 The bidders may modify their bids by using the appropriate option for bid modification on e-Procurement Portal, before the deadline for submission of bids. For bid modification and consequential re-submission, the bidder is not required to withdraw its bid submitted earlier. The last modified bid submitted by the bidder within the Bid Due Date shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bid is allowed any number of times. A bidder may withdraw its bid by using the appropriate option for withdrawal, before the deadline for submission of bids. However, if the bid is withdrawn, re-submission of the bid is not allowed.

26.2 Bids requested to be withdrawn in accordance with Clause 25.1 shall not be opened.

26.3 No bid may be withdrawn, substituted, or modified in the interval between the Bid Due Date and the expiration of Bid Validity Period as prescribed in the RFP. This will result in taking necessary actions against the bidder as per the Bid Securing Declaration and pursuant to Clause 16.5.

PART D. OPENING AND EVALUATION OF BIDS

27. PUBLIC OPENING OF BIDS

27.1 The Authority will publicly open only those all bids that are submitted on or before the specified time on the Bid Due Date. If any bid is received after the specified time on the Bid Due Date, it will be rejected.

27.2 The Authority will decrypt the soft copy of the bids (Qualification Proposals) at the time and on the date specified in the Bid Schedule at the following address:

[WATER RESOURCE/IRRIGATION DEPARTMENT, STATE NAME,
Address,
City Name,
State Name.]

The bids will be decrypted in the presence of the bidders whose designated representatives choose to be present. The bidders can also view the summary of opening of bids by logging on to the e-Procurement Portal.

27.3 If the specified date for opening the Qualification Proposals is declared a holiday in the office of the Authority, then the Qualification Proposals will be opened at the specified time and location on the next working day.

27.4 The Authority will prepare a record of the opening of the bids that will include, as a minimum, the names of the bidders from whom bids have been received. The bidders' representatives who are present will be requested to sign the record. The omission of a bidder's representative's signature on the record will not invalidate the contents and effect of the record.

27.5 Once all the Qualification Proposals have been opened, they will be evaluated for responsiveness and to determine whether the bidders are qualified for opening of the Financial Proposals. The procedure for evaluation of the Technical Qualification Proposals is set out in Clause 28 of this RFP.

27.6 Once the Qualification Proposals have been evaluated, all bidders whose Qualification Proposals meet the Qualification Criteria and the Financial Criteria, will be informed of a date, time and place for opening of their Financial Proposals. The Financial Proposals will be opened in the presence of the representatives of the qualified bidders that choose to be present. The procedure for evaluation of the Financial Proposals is set out in Clause 29 of this RFP.

27.7 The qualification of bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

27.8 Any information contained in a bid will not in any manner be construed as binding on the Authority, its agents, successors or assigns; but will be binding on the bidder.

28. DETERMINATION OF RESPONSIVENESS AND EVALUATION OF QUALIFICATION PROPOSALS

28.1 The Authority will examine the Qualification Proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Qualification Proposals are generally in order. If any bidder is found to be disqualified in accordance with the terms of the RFP or if any Qualification Proposal is found to be non-responsive or not meeting the Technical Capacity or the Financial Capacity, the bid comprising such Qualification Proposal will be rejected by the Authority and not included for further consideration. No request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such bid.

28.2 Prior to evaluation of the Qualification Proposals, the Qualification Proposals will be evaluated to determine responsiveness to the RFP. A Qualification Proposal shall be considered responsive only if:

(a) the Qualification Proposal and all documents specified in Clause 21 are received in the prescribed formats;

(b) the bid is received by the specified time on the Bid Due Date;

(c) it is signed, marked, and uploaded as stipulated in Clauses 24 and 25;

(d) it contains all the information and documents (complete in all respects) as requested in this RFP; and

28.3 the Authority shall then evaluate and determine whether the bidders who have submitted responsive Qualification Proposals satisfy the Qualification Criteria and the Financial Criteria set out at Clauses 3 and 4 of this RFP respectively.

28.4 In order to determine whether the bidder satisfies the Qualification Criteria and the Financial Criteria set out at Clauses 3 and 4 of this RFP, the Authority will review the documentary evidence of the bidder's eligibility and qualifications submitted by the bidder and any additional information which the Authority seeks from the bidder.

28.5 Where any information provided by a bidder is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the bid submitted by such bidder.

28.6 Following the completion of the evaluation of Qualification Proposals, the Authority shall notify through [*Insert means of communication: State can decide on the appropriate means of* *communication and suitably modify*] to those bidders whose bids were considered as substantially responsive to the RFP and met all Qualification Criteria, stating that their bid has been evaluated as substantially responsive and meet the Qualification Criteria and notifying them of the date, time and location for public opening of the Financial Proposals.

29. PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS

29.1 The Authority shall open the Financial Proposals of only those bidders whose Qualification Proposals meet the criteria set out in this RFP.

29.2 The Authority shall open the Financial Proposal of each qualified bidder and announce the lowest bid. the Authority shall prepare the minutes of the online opening of the Financial Proposals, which will be signed by the representatives of the bidders present at the time of opening and upload these minutes for viewing online.

29.3 **Evaluation of Financial Proposals**

Following the opening of the Financial Proposals,

(a) the Authority shall evaluate the Financial Proposals for responsiveness. If any Financial Proposal is found:

i. not to be complete in all respects;
ii. not to be in the prescribed format; or
iii. not in accordance with Clause 22 then such Financial Proposal shall be deemed to be substantially non-responsive.

(b) Financial Proposals, which are substantially responsive to the RFP, shall be evaluated, by adding various components of the quote made in the financial proposal as a lumpsum cost as per Annexure 3.

(c) The bidder whose bid has been determined to be the lowest evaluated bid, will be the Preferred Bidder, and shall be selected for award of contract.

30. CLARIFICATION ON BIDS

30.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Authority may, at its discretion, ask any bidder for a clarification of its bid, given a reasonable time for a response. Any clarification submitted by a bidder that is not in response to a request by the Authority shall not be considered. The Authority's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Authority in the evaluation of the bids as provided hereinafter.

30.2 If a bidder does not provide clarifications and/or any additional information sought under Clause 30.1 within the prescribed time, its bid may be liable for rejection. If the bid is not rejected, the Authority may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding, and the bidder will be barred from subsequently questioning such interpretation of the Authority.

PART E. AWARD OF PROJECT

31. EVALUATION AND COMPARISON OF BIDS

31.1 Information relating to the evaluation of bids shall be disclosed to the bidders, by way of [*Insert means of communication: State can decide on the appropriate means of communication and suitably modify*].

31.2 Any effort by a bidder to influence the Authority in the evaluation of bids or Project award decisions may result in the rejection of its bid.

31.3 From the time of bid opening to the time of Project award, if a bidder wishes to contact the Authority on any matter related to the Bidding Process, it shall do so in writing.

31.4 During the evaluation of bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the RFP;
(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP; and
(c) "Omission" is the failure to submit part, or all of the information or documentation required in the RFP.

31.5 The Authority's determination of a bid's responsiveness is to be based on the contents of the bid itself.

31.6 A substantially responsive bid is one that meets the requirements of the RFP without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:
(i) affect in any substantial way the scope, quality, or performance of the Project; or
(ii) limit in any substantial way, inconsistent with the RFP, the Authority's rights or the bidder's obligations under the proposed Agreement; or
(b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

31.7 The Authority shall examine the technical aspects of the bid, in particular, to confirm that all requirements of RFP have been met without any material deviation, reservation or omission. If a bid is not substantially responsive to the requirements of the RFP, it shall be rejected by the Authority and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. Provided that if a bid is substantially responsive, the Authority may waive any non-material nonconformities in the bid.

31.8 Provided that a bid is substantially responsive, the Authority may request that the bidder submits the necessary information or documentation, within a reasonable period of time, to rectify any nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.

31.9 Provided that a bid is substantially responsive, the Authority shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive bidders. If the price of the item or component cannot be derived from the price of other substantially responsive bids, the Authority shall use its best estimate.

31.10 Provided that the bid is substantially responsive, the Authority shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Authority there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with Clause 31.10, shall result in the rejection of the bid.

31.11 Margin of preference for domestic bidders shall not apply.

32. TECHNICAL EVALUATION

32.1 The Authority shall use the criteria and methodologies listed in this RFP for determining whether the bid submitted by a bidder is substantially responsive to the requirements of the RFP.

33. FINANCIAL EVALUATION

33.1 To evaluate a Financial Proposal, the Authority shall consider the following:

(a) the Financial Proposal provided in Annexure 3 in the RFP;

(b) price adjustment for correction of arithmetic errors;

(c) price adjustment due to discounts applied;

(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency; and

(e) if any, additional evaluation factors as specified in this RFP.

33.2 The estimated effect of the price adjustment provisions of the Agreement, applied over the period of execution of the Agreement, shall not be taken into account in bid evaluation.

34. ABNORMALLY LOW BIDS

34.1 An Abnormally Low Bid is one where the Bid Price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder in regard to the bidder's ability to perform the Agreement for the offered Bid Price.

34.2 In the event of identification of a potentially Abnormally Low Bid, the Authority shall seek written clarifications from the bidder, including detailed price analysis of its Bid Price in relation to the subject matter of the Agreement, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the RFP.

34.3 After evaluation of the price analyses, in the event that the Authority determines that the bidder has failed to demonstrate its capability to perform the Project as per the Agreement for the offered Bid Price, the Authority shall reject the bid.

35. UNBALANCED OR FRONT-LOADED BIDS

35.1 If the bid that is evaluated as the lowest evaluated cost is, in the opinion of the Authority, seriously unbalanced or front-loaded, the Authority may require the bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of work, proposed methodology, schedule and any other requirements of the RFP.

35.2 After the evaluation of the information and detailed price analyses presented by the bidder, the Authority may as deem appropriate:

(a) accept the bid; or

(b) require that the total amount of the Performance Security be imposed in accordance with Clause 17.6 or

(c) reject the bid.

36. MOST ADVANTAGEOUS BID

36.1 The Authority shall determine the Most Advantageous Bid. The Most Advantageous Bid is the bid of the bidder that meets the Qualification Criteria and whose bid has been determined to be substantially responsive to the RFP and has the lowest financial quote.

37. CONTRACTING AGENCY'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS

37.1 The Authority reserves the right to accept or reject any bid, and to annul the Bidding Process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the bidders.

38. AWARD CRITERIA

38.1 Subject to Clause 32 and Clause 33, the Authority shall award the Project to the Preferred Bidder, i.e., the bidder whose bid has been determined to be the Most Advantageous Bid.

39. NOTIFICATION OF AWARD

39.1 Prior to the expiry of the Bid Validity Period or any extension thereof, the Authority shall notify the Selected Bidder, in writing, that its bid has been accepted. The notification of award (hereinafter and in the Agreement called the "Letter of Award") shall specify the sum that the

Authority will pay the Contractor in consideration of the execution of the Agreement (hereinafter and in the Agreement called "the Bid Price").

40. LETTER OF AWARD (LOA)

40.1 The LOA shall be issued to the Selected Bidder in duplicate:

a. declaring it as the Selected Bidder;
b. accepting the Financial Proposal;
c. requesting it to sign and return, as acknowledgement, a copy of the LOA within 15 days of receipt of the LOA; and
d. requesting it to submit the Performance Securities in accordance with Clause 17

40.2 If the Selected Bidder fails to return a duly signed copy of the LOA to the Authority within 15 days of receipt of the LOA, then the Authority may, unless it consents to an extension, without prejudice to any of its rights under the RFP or law, disqualify the Selected Bidder, revoke the LOA, and take necessary actions as per the Bid Securing Declaration. If the Authority elects to disqualify such Bidder and revoke the LOA, then the procedure set out in Clause 7.2 shall follow.

40.3 The LOA shall be published on the website of the Authority with free access if available, or [*Insert means of communication: State can decide on the appropriate means of communication and suitably modify*].

40.4 Until a formal Agreement is prepared and executed; the LOA shall constitute a binding contract.

41. SIGNING OF AGREEMENT

41.1 The Authority shall send to the Selected Bidder, the Agreement duly filled up. The Selected Bidder shall sign, date and return to the Authority, the Agreement within twenty-eight (28) days of its receipt.

42. EXECUTION OF THE AGREEMENT

42.1 The Selected Bidder shall execute the Agreement in the draft form provided by the Authority, with minimal changes or amendments to reflect facts or to correct minor errors. The Authority shall, within 15 days of the acceptance of the LOA by the Selected Bidder, provide the Selected Bidder with the final execution draft of the Agreement.

42.2 The Authority shall not entertain any request from the Selected Bidder for negotiations of or deviations to the final execution draft of the Agreement provided by the Authority under Clause 41.1.

42.3 If the Selected Bidder seeks to materially negotiate or seeks any material deviations from the final execution draft of the Agreement, the Authority may elect to disqualify the Selected Bidder and revoke the LOA issued to the Selected Bidder. If the Authority elects to disqualify such Selected Bidder and revoke the LOA, then the procedure set out in Clause 7.2 shall follow.

42.4 DELETED

42.5 If the Selected Bidder fails to execute the Agreement on or before the [Insert date], the Authority may, unless it consents to an extension, without prejudice to any of its rights under the RFP or law, disqualify the Selected Bidder, revoke the LOA and take necessary actions as per the Bid Securing Declaration and Clause 16.5. If the Authority elects to disqualify such Selected Bidder and revoke the LOA, then the procedure set out in Clause 7.2 shall follow.

ANNEXURE 1A

FORMAT OF LETTER OF BID

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT *The bidder must submit this Letter of Bid on its letterhead clearly showing the bidder's complete name and business address.* *Note: All italicized text is to help bidders in preparing this form which should be deleted from the final document.*

Date of this bid submission: [*insert date (as day, month and year) of bid submission*]

Date: Place:

the Authority,
Address,
City,
State.

Sub: Bid for PPIN Development, Finance, Operate, Maintain and Transfer Irrigation Water Supply Systems for a period of 5 years for [Cluster Name in State Name]

Sir/Madam,
We, the undersigned, hereby submit our bid in respect of the above Project and complying with the Request for Proposal (RFP) issued by the Authority in two separate Folders in accordance with Clause 21 as under:

(i) Qualification Proposal, as submitted through this letter in accordance with Clause 21; and
(ii) Financial Proposal – comprising the lumpsum cost including PPIN development cost and O&M cost for 5 years, which has been filled and submitted online in the separate Folder.

In submitting the Qualification Proposal, we make the following declarations:

(a) **No reservations:** We have examined and have no reservations to the Request for Proposal (RFP) and the Agreement issued by the Authority, including addenda/ corrigenda issued in accordance with the Instructions to Bidders (Clause 9).
(b) **Eligibility**: We meet the eligibility requirements and have no Conflict of Interest in accordance with Clause 3.3.
(c) **Conformity**: We submit this offer to qualify as a bidder and to execute the Agreement for the PPIN development, completion, operation and maintenance of the Sites comprising the cluster in accordance with the Agreement.
(d) **Bid Validity Period**: Our bid shall be valid for a period specified in Clause 14.1 (or as amended if applicable) from the Bid Due Date as specified in Clause 20 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(e) **Performance Security:** If our bid is accepted, we commit to submit Performance Security(ies), in accordance with Clause 17.

(f) **One bid per bidder:** We are not submitting any other bid(s) as an individual bidder or as a subcontractor, and we are not participating in any other bid(s) as a Member of a Consortium and meet the requirements of Clause 18.

(g) **No separate bid from Associates:** We declare that we and our Associates are not submitting separate bids.

(h) We further declare that with regard to matters relating to security and integrity of India, we/ any Member of the Consortium or any of our Associates have not been charge-sheeted by any agency of the Government of India or any State Government or convicted by a court of law.

(i) We further declare that no investigation by a regulatory authority is pending either against us or against our Associates or against our directors/ Key Managerial Personnel.

(j) We further declare that we and / or any of the Members of the Consortium have not been barred by the [Government of State Name] or any other State Governments in India or the Government of India or by any entity owned or controlled by them from participating in any project in the last 3 (three) years and no bar subsists on us and/ or any of the Members of the Consortium as on the date of submission of bid.

(k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of Clause 3.1 (a)]*.

(l) **Binding Contract**: We understand that this bid, together with your written acceptance thereof included in your Letter of Award, shall constitute a binding contract, until a formal Agreement is prepared and executed.

(m) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated bid, or any other bid that you may receive.

(n) **Fraud and Corruption:** We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 3.4 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State.

(o) [We have submitted an undertaking from the Associate for deploying the expertise of the Associate for the Project and/ or commitment of the equity during the term of the Agreement.][1]

(p) We agree and understand that the bid is subject to the provisions of the RFP. In no case, we shall have any claim or right against the Authority, if the Project is not awarded to us or our bid is not opened.

(q) We hereby declare that our firm has never been debarred or blacklisted by any Government entity, department, or agency in India or abroad.

Name of the bidder: *[*insert complete name of the bidder*]

Name of the person duly authorized to sign the bid on behalf of the bidder: ** [*insert complete name of person duly authorized to sign the bid*]

Title of the person signing the bid: [*insert complete title of the person signing the bid*]

[1] To be deleted if not applicable. If the bidder is claiming the credentials of an Associate for meeting the Technical Capacity and/or Financial Capacity requirement, the bidder shall submit a suitable undertaking in the Associate's letterhead, in addition to the formats mentioned in this RFP.

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed [*insert date of signing*] **day of** [*insert month*], [*insert year*]

*****: In the case of the bid submitted by Consortium specify the name of the Consortium as bidder indicating the Lead Member [in association with **__________** (mention the name of the entity).

**: Person signing the bid shall have the Power of Attorney given by the bidder to be attached with the bid

ANNEXURE 1B

BIDDER INFORMATION FORM

Date: ________________

Page __________of _______________pages

Bidder's name
In case of Consortium, name of each member:
Bidder's actual or intended country of registration: *[indicate country of Constitution]*
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: ____________________________________ Address: ____________________________________ Telephone/Fax numbers: _______________________ E-mail address: ______________________________
1. Attached are copies of original documents of ☐ Memorandum and Articles of Association (or equivalent incorporation documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 20.1(o) ☐ In case of Consortium, Joint Bidding Agreement, in accordance with ITB 20.2 ☐ In case of state-owned enterprise or institution, in accordance with ITB 3.1(a), documents establishing: ☐ Legal and financial autonomy ☐ Operation under commercial law ☐ Establishing that the bidder is not under the supervision of the State 2. Included are the organizational chart and a list of Board of Directors and/ or Key Management Personnel

3. Brief description of the bidder including details of its main lines of business: [*Note. Such description shall not exceed 5 type-written pages*.]

4. Details of individual(s) who will serve as the point of contact/communication with the Authority:
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Telephone Number:
   (e) E-mail Address:

5. In case of a Consortium:
   (a) Each Member of the Consortium needs to complete a Bidder's Information Form as per the format.

ANNEXURE 1C
FORMAT OF POWER OF ATTORNEY AUTHORISING THE SIGNATORY OF THE BID

(*on Stamp Paper*)

Know all men by these presents, We …………………………………………….. (*name of the bidder and address of the registered office)* do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms. (name), …………………… son/daughter/wife of ……………………………… and presently residing at …………………., who is presently employed with us/the Lead Member of our Consortium and holding the position of ……………………………., as our true and lawful attorney (hereinafter referred to as the **Attorney**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid pertaining to RFP No.____ of 2024 for**, PPIN Development, Finance, Operate, Maintain and Transfer Irrigation infrastructure created for a period of 5 years for [cluster name in State Name]** being carried out by **the Authority**, including but not limited to signing and submission of all bid documents and other documents and writings, participate in investor consultations and other conferences and providing information/responses to the Authority representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the Project and/or upon award of the Project to us and/or till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, …………………., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……… DAY OF ………., 2021.

For

…………………………..
(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)
Accepted
……………………………

(Signature)

(Name, Title and Address of the Attorney)

Instructions:

(1) *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

(2) *Wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.*

(3) *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by the bidders from countries that are signatories to the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

ANNEXURE 1D

FORMAT OF CERTIFICATE FROM THE STATUTORY AUDITOR FOR NET WORTH AND TURNOVER COMPLIANCE WITH OTHER FINANCIAL QUALIFICATION CRITERIA

(*On the letter head of the statutory auditor of the bidder/Member*)

Based on the books of accounts of (**insert name of the bidder/Member *and/or its Associate)*** (**bidder/Member and/or its Associate**) (**Bidder/Member**) and other published information authenticated by it, this is to certify that:

(a) As on (***insert date***), the bidder's/Member's and/or its Associate's Net Worth is Rs.…………… (Rupees ……………………………).
Further, the annual Net Worth as per the balance sheets of following 3 Financial Years exceeds Rs. [mention amount in figures and words]. The details are provided below:

Financial Year	**Net Worth (Rs. Crores)**
Financial Year [ ]	
Financial Year [ ]	
Financial Year [ ]	

The Net Worth of ……. has been calculated in accordance with the terms set out in RFP No. ___ dated _________.

(b) The bidder's/Member's and/or its Associate's Turnover as per the balance sheets of following 3 Financial Years exceeds Rs. [mention amount in figures and words]. The details are provided below:

Financial Year	**Turnover (Rs. Crores)**
Financial Year [ ]	
Financial Year [ ]	
Financial Year [ ]	

(c) The bidder/Member **and/or its Associate** is not affected by and has not been affected by any of the following events, conditions or circumstances in any of the 3 Financial Years preceding the Bid Due Date, i.e. 2021-2022, 2022-2023 and 2023-2024: -
   (i) undergoing any corporate debt restructuring or similar process under the laws of the country of its incorporation; having been categorized as a willful defaulter in accordance with Applicable Laws;
   (ii) being subject to proceedings for declaration of or being declared bankrupt, being wound up, or having its affairs administered or conducted by any court, administrator, receiver; or
   (iii) having been declared by a court or other competent authority as being unable to pay its debts, or
   (iv) having made any composition or arrangements with creditors or having had the repayment of its debts suspended.

Name of the auditor:
Seal of the auditor:
Signature:
Name:
Membership Number:
Designation:
Date:

[*In case of a Consortium, each individual Member of the Consortium must provide the above-mentioned details certified by their respective statutory auditor]*

Instructions:

In the event that the Net worth and/ or Turnover of an Associate is being claimed, the bidder should also provide a certificate in the format set out at Annexure 1F.

ANNEXURE 1E

FORMAT OF DETAILS OF THE EXPERIENCE OF THE BIDDER

1. The summary table below details that need to be provided for the projects that the bidder/ Consortium wishes to showcase as relevant experience.
2. Bidders may choose to showcase more than one project. For each project showcased against the requirements of Technical Capacity, the following details and supporting documentation should be enclosed (in the formats provided below)
   - A detailed Project Information Sheet (format enclosed below) should be enclosed
   - A certificate of award of the project in favour of the bidder (or applicable Member of Consortium, as the case may be) certified by its statutory auditor
   - A certificate from the client for each of the projects showcased as experience for Technical Capacity should be enclosed.

<u>Summary Table</u>

#	Project Category	Project Title	Project Cost (INR)	Capacity/ Pipe Length in meters		Location	Year of award	Contract Duration	Completion Date	Progress till date (%)	Payment Received till date (INR)	Annual Payment Received in a year for O&M (INR)
				Pipe Type	Length in meters							
1												

Format for Project Information Sheet

To be submitted for each project shown in the summary table

Item	Particulars of the Project
Name of bidder (Member of Consortium, in case of Consortium)	
Member Type (in case of Consortium – Lead or Other)	
Project Title	
Project Location	
Capacity/ Pipe Length (as applicable)	
Area Covered (Hectares)	
Project Value (INR)	
Name, address and Reference Contact (Name, Designation and contact details) of Client for which project was developed	
Date of commencement of project / contract	
Date of completion /commissioning	
Project Description (not exceeding 150 words)	
Role of bidder in the project (not exceeding 150 words)	
Nature of Services Provided	
Total payment received (INR)	
If O&M work executed, then annual O&M Payment received (INR)	

Bidders are required to provide documentary evidence of their experience. In the absence of such proof, the Authority reserves the right not to consider the information provided by the bidders for evaluation. All projects cited, completed or ongoing, should be within the last 5 years that is after financial year 2019-2020.

ANNEXURE 1F

FORMAT OF SELF-ATTESTED CERTIFICATE REGARDING ASSOCIATE

Self-Attested Certificate regarding Associate

Based on the authenticated record of [*Insert name of the entity*], this is to certify that [more than 50% (fifty per cent) of the equity of ……………… (name of the bidder/Member/ Associate) is held, directly or indirectly, by ……………….. (name of bidder/ Member/Associate). By virtue of the aforesaid, the latter exercises control over the former, who is an Associate.

OR

[…… (name of bidder/Member/Associate) has the power, directly or indirectly, to direct or influence the management and policies of ….. (bidder/Member) by operation of law, contract or otherwise]. By virtue of the aforesaid, the former exercises control over the latter, who is an Associate.]

A brief description of the said share-holding/ equity held, directly or indirectly, is given below:

{Describe the share-holding of the bidder/Member and the Associate. In the event the Associate is under common Control with the Associate/Consortium Member or the Control is exercised by operation of law, the relationship may be suitably described and similarly certified herein.}

Name of the bidder/Member: Seal of the bidder/Member:

(Signature, name and designation of the authorised signatory).

Date:

ANNEXURE 1G

FORMAT OF INFORMATION ON LITIGATION AND HISTORICAL CONTRACT NON-PERFORMANCE

(To be provided by the Bidder/each Member/Associate)

Sl. No.	Name	Forum and Counterparty	Brief Description of the matter	Estimated Financial liability	Current Status of Litigation	Orders passed against the bidder/Member/ Associate

ANNEXURE 1H

FORMAT OF BID SECURING DECLARATION

(On the letter head of the Bidder/ Lead Member)

Date: ________________

Tender Reference No.: ________________

Project Name: **PPIN Development, Finance, Operate, Maintain and Transfer Infrastructure developed for a period of 5 years for [cluster name in State Name].**

[WATER RESOURCE/IRRIGATION DEPARTMENT, STATE NAME,
Address,
City,
State Name.]

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding, or submitting Proposals in any contract with the Authority for the period of time of 12 months from the date of notification, if we are in breach of our obligation(s) mentioned below:

(a) have withdrawn our bid during the period of Bid validity specified in the Letter of Bid; or

(b) having been notified of the acceptance of our bid by the Authority during the period of Bid validity, (i) fail or refuse to execute the Agreement, if required, or (ii) fail or refuse to furnish the Performance Security(ies) in accordance with the Clause 16.5.

We understand this Bid Securing Declaration shall expire if we are not the Selected Bidder, upon the earlier of (i) upon the issue of Letter of Award in favour of the Selected Bidder; or (ii) forty-five days after the expiration of our bid.

Name of the bidder*____
Name of the person duly authorized to sign the bid on behalf of the bidder**___________
Title of the person signing the bid____
Signature of the person named above____
Date signed _________________________________ day of ___________________, _____

*: In the case of the bid submitted by Consortium specify the name of the Consortium as bidder
**: Person signing the bid shall have the Power of Attorney given by the bidder attached to the bid

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

ANNEXURE 1I

FORMAT OF POWER OF ATTORNEY FOR APPOINTING LEAD MEMBER

(*On Requisite Stamp Paper)*

Whereas, the Authority has invited bids from interested parties for PPIN Development, Finance, Operate, Maintain and Transfer of infrastructure created for a period of 5 years for [cluster name in State Name] (the **Project**).

Whereas, ……………………., …………………….. and …………………….. (collectively, the **Consortium**) being Members of the Consortium are interested in submitting a bid for the Project in accordance with the terms and conditions of the Request for Proposal (**RFP**) issued by the Authority on [Insert Date], and

Whereas it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its implementation.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, …………………….. having our registered office at …………………….., …………………….. having our registered office at …………………….., and …………………….. having our registered office at …………………….., (hereinafter collectively referred to as the **Principals**) do hereby irrevocably designate, nominate, constitute, appoint and authorise …………………….. having its registered office at …………………….., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the **Attorney**). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Project, during the implementation of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of the Consortium’s bid for the Project, including but not limited to signing and submission of all bid related documents and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/or upon award of the Project and/or till the Agreement is entered into with the Authority.

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

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

For ……………………..
(Signature)

……………………..
(Name & Title)

For ……………………..
(Signature)

……………………..
(Name & Title)

For ……………………..
(Signature)

……………………..
(Name & Title)

Witnesses:
1.
2.
………………………………………

(To be executed by all the Members of the Consortium)

(Notarised)
Accepted
……………………………

(Signature)

(Name, Title and Address of the Attorney)

Instructions:

(1) *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
(2) *The bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.*
(3) *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by the bidders from countries that are signatories to the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

ANNEXURE 1J

BANK GUARANTEE FOR BID SECURITY

[Bank's Name and Address of Issuing Branch or Office]

Beneficiary:	[WATER RESOURCE/IRRIGATION DEPARTMENT, STATE NAME, having its office at Address, State Name.]
A/c. No.:	………………..
Name of account holder:	the Authority
Bank name and branch:	………………..
IFSC Code:	………………..

Date: Bid Security No:

We have been informed that ……….. [*insert name of the bidder*] ……………. (hereinafter referred to as "the Bidder") has submitted to you its bid dated……………… (hereinafter referred to as "the Bid") for the execution of contract for PPIN Development, Finance, Operate, Maintain and Transfer of infrastructure created for a period of 5 years for [cluster name in state name] under RFP No. [●] (hereinafter referred to as "the RFP").

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Security.

At the request of the bidder, we ……………………….. [*insert name of the Bank*] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rs. ____________/- (Rupees_________only) (Amount of bid security should range between two percent to five percent of the estimated value of the project.)upon receipt by us of your first demand in writing accompanied by a written statement stating that the bidder is in breach of its obligation(s) under the bid conditions, because the bidder :

(a) Has submitted a substantially non-responsive bid;
(b) Has a Conflict of Interest as specified in Clause 3.3 of the RFP;
(c) Is found to have engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 3.4 of this RFP;
(d) Has withdrawn its bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective bidder(s) and the Authority;
(e) In the case of Selected Bidder, if it fails within the specified time limit:–
  (i) to sign and return its acknowledgement of the Letter of Award;
  (ii) to sign the Agreement; or
  (iii) to furnish the Performance Security within the period prescribed in the Agreement;
  or
(f) having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

This guarantee will expire: (a) if the bidder is the Selected Bidder, upon receipt of copies of the Agreement signed by the bidder and the Performance Security issued to you upon the instruction of the bidder, and (b) if the bidder is not the Selected Bidder, upon the later of (i) our receipt of a notice from you that the application for release of the Bid Security to the bidder has been approved, or (ii) 180 days from the Bid Due Date or (iii) as extended by the bidder from time to time.

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

This Guarantee will neither be cancelled nor revoked by the Bank without the written authorization of the Authority.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

[Bank’s seal and authorized signature(s)]

ANNEXURE 1K

FORMAT OF JOINT BIDDING AGREEMENT

THIS JOINT BIDDING AGREEMENT ("**Agreement**") is entered into on this [●] Day of [●] 202[●]

AMONGST

1. [●], with its registered office at (referred to as the **First Part** which expression will, unless repugnant to the context include its successors and permitted assigns);

AND

2. [●], with its registered office at (referred to as the **Second Part** which expression will, unless repugnant to the context include its successors and permitted assigns);

AND

3. [●], with its registered office at [●] (referred to as the **Third Part** which expression will, unless repugnant to the context include its successors and permitted assigns).]

The above-mentioned parties of the FIRST [and] [,] SECOND, [and] [,] [THIRD] are collectively referred to as the **Parties** and each is individually referred to as a **Party**.

WHEREAS

(A) the Authority which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids by its Request for Proposal No. [___] dated [___] (the **RFP**) for selection of a Bidder for), PPIN development, financing, operating, maintaining and transfer of infrastructure for a period of 5 years for [cluster name in State Name] (the **Project**).

(B) The Parties are interested in jointly bidding for the Project as Members of a Consortium and in accordance with the terms and conditions of the RFP.

(C) It is a necessary condition under the RFP that the Members enter into a Joint Bidding Agreement and furnish a copy of it with the bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations

In this Agreement, the capitalised terms will, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the **Consortium**) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and or through any other consortium constituted for the Project, either directly or indirectly or through any of their Associates.

3. Covenants

3.1 DELETED

3.2 The Members of the Consortium undertake that they shall be jointly and severally responsible and liable for all matters arising out of or in relation to this RFP.

4. Role of the Parties

4.1 The Parties hereby agree that Party of the First Part will be the Lead Member of the Consortium and will have the Power of Attorney from all Parties and bind all Parties for and in conducting all business for and on behalf of the Consortium during the Bidding Process and, if the Consortium is declared as the Selected Bidder, during the execution of the Project.

4.2 Party of the Second Part will be [ ].

[4.3 Party of the Third Part will be [ ].][2]

5. Shareholding

5.1 Deleted

5.2. Deleted

5.3. Deleted

6. Representations of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) the lead partner should have ownership of or entitlement of not less than fifty-one (51%) percent of the property or capital or profits in the consortium.

(c) the execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any applicable law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, deed or other applicable organisational documents;

[2] Role of the other Members to be clarified here. For instance, Technical Member/ Financial Member.

(iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(d) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it;

(e) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement; and

(f) there is no suspension or termination of any contract of any Party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7. Termination

This Agreement will be effective from the date hereof and will continue in full force for the entire duration of the Project in accordance with the agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is not selected for award of the Project, the Agreement will stand terminated upon return of the Bid Securing Declaration as per the RFP.

8. Miscellaneous

8.1 This Agreement will be governed by the laws of India.

8.2 The Parties acknowledge and accept that this Agreement will not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of the PARTY OF THE FIRST PART by:	SIGNED, SEALED AND DELIVERED For and on behalf of the PARTY OF THE SECOND PART by:
Signature) (Name) (Designation) (Address)	Signature) (Name) (Designation) (Address)
SIGNED, SEALED AND	

DELIVERED For and on behalf of the PARTY OF THE THIRD PART by:	
Signature) (Name) (Designation) (Address)	

In the presence of:

1 2.

Instruction:

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

ANNEXURE 1M

PERFORMANCE SECURITY

(On stamp paper)

B.G. No. Dated:

[WATER RESOURCE/IRRIGATION DEPARTMENT, STATE NAME,
Address,
City Name,
State Name.]

WHEREAS:

(A) the Authority has invited bids for carrying out PPIN development, Financing, Operation, Maintenance and Transfer of infrastructure created for a period of 5 years for [cluster name in State Name] under RFP No. [●] ("**Project**").

(B) the Authority has invited bids from eligible and qualified bidders for the Project.

(C) The RFP for the Project requires the Selected Bidder to furnish a Performance Security to the Authority for a sum of Rs. [________] (INR __________ only) as security for due and faithful performance of its obligations, under and in accordance with the RFP (as defined herein below).

(D) We, [PLEASE INSERT NAME OF THE BANK] having our registered office at [PLEASE INSERT ADDRESS OF THE BANK] and one of its branches at [PLEASE INSERT ADDRESS OF THE BRANCH OFFICE] (the **"Bank"**) have agreed to furnish this Bank Guarantee by way of Performance Security.

Now, therefore, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. In consideration of you, the Authority**,** (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the offer of ………………… (a company registered under the laws of ________) and having its registered office at ……………………… (hereinafter referred to as the "Selected Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for carrying out, PPIN development, Financing, Operation, Maintenance and Transfer of infrastructure created for a period of 5 years for [cluster name in state name] (hereinafter referred to as "the Project") pursuant to RFP No. …….. issued in respect of the Project and other related documents (hereinafter collectively referred to as "RFP", we, (Name of the Bank) having our registered office at ……………………… and one of its branches at …………………….. (hereinafter referred to as the "Bank"), at the request of the Selected Bidder, do hereby in terms of Clause 17 of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the RFP by the said Selected Bidder/ Contractor incorporated by the Selected Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Selected Bidder/ Contractor, if

the Selected Bidder/ Contractor shall fail to fulfil or comply with all or any of the terms and conditions contained in the Agreement and/ or the RFP.

2. Any such written demand made by the Authority stating that the Selected Bidder/ Contractor is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Agreement and/ or the RFP shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Selected Bidder/ Contractor or any other person and irrespective of whether the claim of the Authority is disputed by the Contractor/ Selected Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Contractor/Selected Bidder to fulfil and comply with the terms and conditions contained in the Agreement including failure of the said Selected Bidder to keep its bid open during the Bid Validity period as set forth in the said RFP for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.____________ (INR__________) only.

4. This Guarantee shall be irrevocable and remain in full force for the entire duration of the Agreement subject to extensions in accordance with the terms of the Agreement or for such extended period as may be mutually agreed between the Authority and the Contractor/ Selected Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. Each demand made by the Authority shall be sent to the Bank stating that the Contractor/ Selected Bidder has failed to comply with the terms and conditions of the Agreement and/ or RFP and as a result of the failure the amount claimed is due to the Authority and the demand shall be signed by an authorized representative of the Authority.

6. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Contractor/ Selected Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Agreement and/ or RFP including, inter alia, the failure of the Contractor/ Selected Bidder to keep its bid open during the Bid Validity period set forth in the said Agreement and/ or RFP, and the decision of the Authority that the Contractor/ Selected Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Contractor/ Selected Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other relevant authority.

7. The Guarantee shall not be affected by any change in the constitution or winding up of the Contractor/ Selected Bidder or the Bank or any absorption, merger or amalgamation of the Contractor/ Selected Bidder or the Bank with any other person or any amendment to the Agreement and/ or the RFP.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Contractor/ Selected Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Contractor/ Selected Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. This Guarantee shall be governed by and construed in all respects in accordance with the laws of India. The courts of India shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Guarantee.

Signed and Delivered by ………………………. Bank
By the hand of Mr. /Ms. …………………….., its ………………….. and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

Notes:

i. *The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.*

ii. *The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.*

ANNEXURE 2

LIST OF PUBLIC FINANCIAL INSTITUTIONS

Presently the following institutions have been declared as Public Financial Institutions:

1. The Industrial Credit and Investment Corporation of India Limited, a company formed and registered under the Indian Companies Act, 1913;
2. The Industrial Finance Corporation of India, established under section 3 of the Industrial Finance Corporation Act, 1948;
3. The Industrial Development Bank of India, established under section 3 of the Industrial Development Bank of India Act, 1964;
4. The Life Insurance Corporation of India, established under section 3 of the Life Insurance Corporation Act, 1956;
5. The Unit Trust of India, established under section 3 of the Unit Trust of India Act, 1963.
6. The Infrastructure Development Finance Company Limited, a company formed and registered under the Companies Act, 1956.
7. The Industrial Reconstruction Corporation of India;
8. The General Insurance Corporation of India;
9. The National Insurance Company Limited;
10. The New India Assurance Company Limited;
11. The Oriental Fire and General Insurance Company Limited;
12. The United Fire and General Insurance Company Limited;
13. Tourism Finance Corporation of India Limited;
14. IFCI Venture Capital Funds Limited;
15. Technology Development and Information Company of India Limited;
16. Power Finance Corporation Limited;
17. National Housing Bank;
18. Small Industries Development Bank of India;
19. Rural Electrification Corporation Ltd.;
20. Indian Railway Finance Corporation Ltd.;
21. Industrial Finance Corporation of India Ltd.;
22. Andhra Pradesh State Financial Corporation;
23. Assam Financial Corporation;
24. Bihar State Financial Corporation;
25. Delhi Financial Corporation;
26. Gujarat State Financial Corporation;
27. Haryana Financial Corporation;
28. Himachal Pradesh Financial Corporation;
29. Jammu & Kashmir State Financial Corporation;
30. Karnataka State Financial Corporation;
31. Kerala Financial Corporation;
32. Madhya Pradesh Financial Corporation;
33. Maharashtra State Financial Corporation;
34. Orissa State Financial Corporation;
35. Punjab Financial Corporation;
36. Rajasthan Financial Corporation;
37. Tamil Nadu Industrial Development Corporation Limited;
38. Uttar Pradesh Financial Corporation;
39. West Bengal Financial Corporation;
40. Indian Renewable Energy Development Agency Ltd.;

41. North Eastern Development Finance Corpn. Ltd.;
42. Housing & Urban Development Corpn. Ltd.;
43. Export-Import Bank of India;
44. National Bank for Agriculture & Rural Development (NABARD);
45. National Co-operative Development Corporation (NCDC);
46. National Dairy Development Board;
47. Pradeshiya Industrial and Investment Corporation of U.P. Limited;
48. Rajasthan State Industrial Development and Investment Corporation Limited;
49. SICOM Limited;
50. West Bengal Industrial Development Corporation Limited;
51. Tamil Nadu Industrial Development Corporation Limited;
52. Punjab State Industrial Development Corpn. Ltd. (PSIDC);
53. EDC Limited;
54. Tamil Nadu Power Finance and Infrastructure Development Corporation Ltd.;
55. Tamil Nadu Urban Finance and Infrastructure Development Corporation Limited;
56. Kerala Power Finance Corporation Limited;
57. Kerala State Power & Infrastructure Finance Corporation Limited.

However, bidders may check the correctness of above list before submitting the bid.

ANNEXURE 3

FINANCIAL PROPOSAL FORM

The bidder shall quote the lumpsum price which should include a bid for structural components (PPIN Development Cost, O&M for 5 years) and non-structural components envisaged in scope of the project, as per the below format.

Table 1: Total Lumpsum Price

#	Description of Work	Amount (INR)
Total Bid Amount in Figures (Inclusive of All Taxes)		[Insert Amount in Figures]
Total Bid Amount in Words (Inclusive of All Taxes)		[Insert Amount]

Notes:

- The quoted price is firm and not subject to escalation.
- The quoted price includes all cess, levies, duties etc. but excluding GST
- The bidder confirms that the price covers the full scope of work as defined in the RFP documents.

ANNEXURE 4

[The Detailed Design Report (DDR) is attached with the RFP for your reference.]

ANNEXURE 5

[Technical Specifications are attached with the RFP for your reference]

ANNEXURE 6

BID CAPACITY

The information to be filled in by the bidder hereunder will be used for purposes of computing Bid Capacity as provided for in Clause 4.2. This information will not be incorporated in the Contract.

6.1 Constitution or legal status of Bidder [Attach Copy] Place of Registration ________________________________

(Attach Copy)

Principal place of business: ________________________________

6.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakhs)

1. ______________
2. ______________
3. ______________
4. ______________
5. ______________

6.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above. (Separate sheet should be added as per the table below with supporting experience certificate from the client).

Project Name	**Name of Employer**	**Description of Work**	**Contract Number**	**Value of contract Rs. Lakhs**	**Date of Issue of work order**	**Specified period of completion**	**Actual date of completion**	**Remarks explaining reasons for delay in completion of work**
1	2	3	4	5	6	7	8	9

(Attach copy)

6.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of Work	Name of Employer	Quantity of work performed			Remarks (Indicate contract reference)

6.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

6.6 Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(A) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

6.7 The following items of equipment are considered essential for successfully carrying out the works. The Bidder should furnish all the information listed below.

Item of	Requirement	Owned and available	Remar

Equipment	No	Capaci ty	Owne d	Number / Capacity	Age / Condition	ks

6.8 Reports on the financial standing of the bidder, such as profit and loss statements and auditor's reports for the last five years;

6.9 Qualification and experience of the key technical and management personnel in permanent employment with the bidder and those that are proposed to be deployed on this contract, if awarded.

Name, address, and telephone, email, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

ANNEXURE 7

Machinery Details Available

This is to certify that the following machinery and equipment, as listed below in the table are either owned or leased by us and shall be made available at the project site as and when required for the execution of the project.

Machinery Details

#	Equipment Name	Make/Model	Capacity/Specification	Quantity	Year of Manufacturing	Owned/ Leased
1						
2						
3						
4						
5						
6						
7						

We further declare that:

- All machinery listed is in good working condition and complies with applicable safety and environmental standards.
- The equipment shall be deployed in a timely manner to ensure uninterrupted progress of work.
- In case of breakdown or unavailability of any listed machinery, equivalent or superior alternatives will be arranged without delay.
- Regular maintenance and servicing of the machinery will be carried out as per project requirements.
- All operators and technicians handling the machinery are qualified and trained as per industry standards.

We understand that failure to provide the required machinery may result in penalties or termination of the contract as per the terms and conditions agreed upon.

Authorized Signatory

Name: [Your Name]

Designation: [Your Designation]

Company: [Your Company Name]

Date: [Insert Date]

Seal & Signature:

ANNEXURE 8

Pre-Contract Integrity Pact

(To be executed on a non- judicial stamp paper)

This pre-bid/pre-contract Agreement (hereinafter called "this Integrity Pact") between, the [Insert: Authority Name], having its Office at [Insert: Address] represented through Shri/Ms (Designation) (hereinafter called "Authority", which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part

AND

M/s represented by Shri , [Designation] (hereinafter called the "Bidder" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

(The party of the First Part and the party of the Second Part are hereinafter collectively referred to as the "Parties" and individually as the "Party")

WHEREAS Authority proposes to procure (name of the items/services) as mentioned in the RFP No. ("RFP") and the Bidder is willing to offer/has offered (name of the items/services) as desired by Authority in terms of the RFP;

WHEREAS the Bidder is a private company/public company/Government undertaking/ partnership/registered export agency, constituted in accordance with the relevant law in the matter and Authority is a statutory body established under the [Insert: Act under which it was incorporated];

WHEREAS to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

(i) enabling Authority to obtain the desired work/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
(ii) enabling Bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures.

AND WHEREAS the Parties hereto hereby agree to enter into this Integrity Pact on the terms and conditions mentioned hereinafter.

NOW IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Commitments of Authority**

1.1 Authority undertakes that no official of Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries , any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.

1.2 Authority will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

1.3 All the officials of Authority will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to Authority with full and verifiable facts and the same is prima facie found to be correct by Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by Authority the proceeding under the contract would not be stalled.

3. Commitments of Bidders

3.1 Compliance of the Instructions of GOI/Guidelines of CVC/Others: The Bidder undertakes that in case of its selection as the successful Bidder, it shall perform its duties under the Contract in strict compliance of the relevant and extant instructions of Government of India, GFR issued by Ministry of Finance, Guidelines of CVC and provisions of the Procurement Manual/relevant instructions of Authority, as applicable to the subject matter.

3.2 The Bidder represents that it has the expertise to undertake the assignment/contract and also has the capability to deliver efficient and effective advice/services to Authority under the contract in terms of the RFP.

3.3 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

(a) The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of Authority, connected directly or indirectly with the Bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the Bidding, evaluation, contracting and implementation of the contract.

(b) The Bidder has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees , brokerage or inducement to any official of Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

(c) The Bidder shall disclose the name and address of its agents and representatives including its foreign principals or associates.

(d) The Bidder shall disclose the payments to be made by it to agents/brokers or any other intermediary, in connection with this Bid/contract.

(e) The Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect or any such intercession, facilitation or recommendation.

(f) The Bidder, either while presenting the Bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

(g) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

(h) The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

(i) The Bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

(j) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

(k) The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

(l) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly is a relative of any of the officers of Authority or alternatively, if any relative of an officer of Authority has financial interest/stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

(m) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of Authority.

(n) The Bidders shall disclose any transgressions with any other company that may impinge on the anti-corruption principle.

(o) The Bidder has not entered into any undisclosed agreement or understanding with other Bidders with respect of prices, specifications, certifications, subsidiary contracts, etc.

3.4 The Bidder undertakes and affirms that it shall take all measures necessary to prevent any possible conflict of interest and in particular commit itself to the following:

(a) The Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of Authority, while rendering any advice or service.

(b) The Bidder shall act/perform, at all times, in the interest of Authority and render any advice/service with highest standard of professional integrity.

(c) The Bidder undertakes that in case of its selection as the successful Bidder, it shall provide professional, objective, and impartial advice and at all times and shall hold Authority's interest's paramount, without any consideration for future work, and that in providing advice it shall avoid conflicts with other assignments and its own interests.

(d) The Bidder declares/affirms that it has not been hired by Authority for any assignment that would be in conflict with its prior or current obligations to other employers/buyers, or that may place it in a position of being unable to carry out the assignment/contract in the best interest of Authority. Without limitation on the generality of the foregoing, the Bidder further declares/affirms as set forth below:

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e. services other than consulting services) - The Bidder has not been engaged by Authority to provide goods, works, or non- consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the Bidder. The Bidder is fully aware that it shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Further, the Bidder is also aware of the fact that in case it has been hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services) resulting from or directly related to the consulting services for such preparation or implementation.

This provision does not apply to the various firms (bidders, contractors, or suppliers) which together are performing the Bidder's obligations under a turnkey or design and build contract.

(ii) Conflict among assignments – The Bidder understands that neither Bidder (including their personnel and sub-bidders), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be hired for the assignment that, by its nature, may be in conflict with another assignment of the Bidder. As an example, Bidders assisting Authority in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, Bidders hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.

(iii) Relationship with Authority's staff – The Bidder is aware that the contract may not be awarded to the Bidder in case it is observed that it, including its experts and other personnel, and sub-bidders, has/have a close business or family relationship with a professional staff of Authority (or of the project implementing agency) who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract; or (iii) the supervision of such contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to Authority throughout the selection process and the execution of the contract.

(iv) A Bidder shall submit only one proposal either individually or as a consortium partner in another proposal: If the Bidder, including a consortium partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a firm to participate as a sub-bidder, or an individual to participate as a team member, in more than one proposal when it is permitted by the RFP.

4. **Previous Transgression**

4.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.

4.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason.

5. Accountability

5.1 The Bidder undertakes that in case of its selection as the successful Bidder and assignment of the contract to the Bidder, it shall be accountable for the project undertaken by it to Authority, keeping in view norms of ethical business, professionalism and the fact that such advice / services to be rendered by it for a consideration.

5.2 The Bidder shall be accountable in case of improper discharge of contractual obligations and/or any deviant conduct by the Bidder.

6. Personal Liability

The Bidder understands that in case of its selection as the successful Bidder, the Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. The Bidder shall be liable to Authority for any violation of this Integrity Pact as per the applicable law, besides being liable to Authority as may be provided under the service level agreement/contract to be executed.

7. Transparency and Competitiveness

The Bidder undertakes that in case of its selection as the successful Bidder, it shall keep in view transparency, competitiveness, economy, efficiency and equal opportunity to all prospective tenderers/Bidders, while rendering any advice/service to Authority, in regard with matters related to selection of technology and determination of design and specifications of the subject matter, Bid eligibility criteria and Bid evaluation criteria, mode of tendering, tender notification, etc.

8. Co-operation in the Processes:

The Bidder shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the contract/any other matter related with discharge of contractual obligations by the Bidder.

9. Sanctions for Violations

9.1 Any breach of the aforesaid provisions by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle Authority to take all or any one of the following actions, whenever required:

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(S) would continue.

(ii) The Earnest Money Deposit (in per-contract stage) and / or Security Deposit/Performance Security/PBG (after the contract is signed) shall stand forfeited either fully or partially, as decided by Authority and Authority shall not be required to assign any reason thereof.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

(iv) To recover all sums already paid by Authority, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from Authority in connection with any other contract, such outstanding payment could also be utilized and appropriated by Authority to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance security, if furnished by the Bidder, in order to recover the payments already made by Authority, along with interest.

(vi) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to Authority resulting from such cancellation /rescission and Authority shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(vii) To debar the Bidder from participating in future Bidding process of Authority for a minimum period of five year which may be further extended at the discretion of Authority.

(viii) To recover all sums paid in violation of this Integrity Pact by Bidder(S) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by Authority with the Bidder, the same shall not be opened.

(x) Forfeiture of Performance Security/PBG in case of a decision by Authority to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.

9.2 Authority will be entitled to take all or any the actions mentioned at para 10.1(i) to (x) of this Integrity Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention or Corruption Act, 1988 or any other statute enacted for prevention of corruption.

9.3 The decision of Authority to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and conclusive on the Bidder.

However, the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Integrity Pact.

10. DELETED

11. Disqualification & Forfeiture of Bid Security/Performance Security etc

The Bidder(s) agree(s) that:

(a) Prior to award of contract or during execution of the contract, if the Bidder (s) has/have committed any transgression/breach of this Integrity Pact, Authority is entitled to disqualify the Bidder(s) from the tendering process/terminate the contract.

(b) If authority disqualifies the Bidders(s) from the tendering process prior to award of contract under clause (a) above, Authority is entitled to demand and recover the damages equivalent to the Bid Security and in such event, the Bid Security shall be forfeited.

(c) After selection of the successful Bidder and/or during execution of the contract, any breach/violation by the successful Bidder of this Integrity Pact under clause (a) above shall entail forfeiture of performance security/Performance Bank Guarantee (PBG).

(d) It is agreed that the decision of Authority regarding forfeiture of Bid Security /performance bonds/ PBG shall be final and binding.

12. Independent External Monitors:

12.1 Authority has appointed [Insert Name: Shri/Smt. [Insert email id], and [Insert Name: Shri/Smt. [Insert Email Id] as independent external monitors (hereinafter referred to as “the Monitors”) for this Integrity Pact in consultation with the Central Vigilance Commission.

12.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the Parties comply with the obligations under this Integrity Pact.

12.3 The Monitors shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.

12.4 Both the Parties accept that the Monitors have the right to access all the documents relating to the project procurement including minutes of meeting.

12.5 As soon as the Monitor notices or has reason to believe a violation of this Integrity Pact, he will so inform the Authority designated by Authority.

12.6 The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of Authority including that provided by the Bidder. The Bidder will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-contractors.

The Monitor shall be under contractual obligation to treat the information and documents (s) of the Bidder/sub-contractor with confidentiality.

12.7 Authority will provide to the Monitor sufficient information about all meetings among the Parties related to the project provided such meeting could have an impact on the contractual relations between the Parties. The Parties will offer to the Monitor the option to participate in such meeting.

12.8 The Monitor will submit a written report to the designated Authority of Authority within 8 to 10 weeks from the date of reference or intimation to him by Authority/Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

13. **Facilitation of Investigation:**

In case of any allegation of violation of any provision to this Integrity Pact or payment of commission, Authority or its agencies shall be entitled to examine all the documents including the Books of Accounting of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

14. **Law and Place of Jurisdiction:**

This Integrity Pact is subject to Indian Law. Any dispute arising out of this shall be subject the jurisdictions of the Courts at [Insert Name of the respective state].

15. **Other Legal Action:**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. However, the Parties shall not approach the Courts of Law while representing the matters to the Monitor/s and shall await the decision of the Monitor/s in the matter.

16. **Validity:**

16.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the complete execution of the contract to the satisfaction of both the Authority and the Bidder. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of this Integrity Pact.

16.2 Should one or several provisions of this Integrity Pact turn out or be invalid, the remainder of this Integrity Pact shall remain valid. In this case the Parties will strive to come to an agreement to their original intentions.

The Parties hereto sign this Integrity Pact on the day, month and year and at the place mentioned herein below.

For [Insert Authority's Name] **(Authorised Signatory)** **Place:** **Date:** **Witness** **1.**__________________________ __________________________ **(Name & Address)** **2.**__________________________ __________________________ **(Name & Address)**	**For Bidder** **(Authorised Signatory)** **Place:** **Date:** **Witness** **1.**__________________________ __________________________ **(Name & Address)** **2.**__________________________ __________________________ **(Name & Address)**