



## **REQUEST FOR PROPOSAL (RFP)**

Request for Proposal (RFP) for Selection of Support Agency (SA) For Assisting the State Project Management Unit (SPMU) of Groundwater Surveys and Development Agency (GSDA) in implementation of Atal Bhujal Yojana in the State of Maharashtra."

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**RFP reference no. MAH/GSDA/SPMU/01/ 2021-22**

**DATE: 07.06.2021**

**Issued By**

**Director**

Groundwater Surveys & Development Agency (GSDA),  
Water Supply and Sanitation Department (WSSD),  
Government of Maharashtra (GoM)  
Bhujal Bhavan, K. B. Joshi Road, Shivaji Nagar,  
Maharashtra, Pune - 411 005

## **Disclaimer**

The information contained in this Request For Proposal Document ("RFP"), whether subsequently provided to the Bidders, ("Bidder/s") verbally or in documentary form by Groundwater Surveys and Development Agency (henceforth referred as "GSDA" in this document) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender Document and any other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the Bidders or any other person with information to assist the formulation of their financial offers ("Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by GSDA in relation to this consultancy. This tender document does not purport to contain all the information each Bidder may require. This tender document may not be appropriate for all persons and it is not possible for the Director, GSDA and their employees or advisors to consider the objectives, technical expertise and particular needs of each Bidders. The assumptions, assessments, statements and information contained in the Bid Documents, may not be complete, accurate, adequate or correct. Each Bidder must therefore conduct its own analysis of the information contained in this RFP and seek its own professional advice from appropriate sources.

The information provided in this Tender Document to the Bidder is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. GSDA accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein.

GSDA and their employees, make no representation or warranty and shall incur no liability to any person, including the Bidder under the law, statute, rules or regulations or tort, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

GSDA, also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. GSDA may in its absolute discretion but without being under any obligation to do so, can amend or supplement the information in this RFP.

The issue of this tender document does not imply that GSDA is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter) or SA (as defined hereinafter) as the case may be, for the consultancy assignment and GSDA reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, travelling expenses associated with any demonstrations or presentations, which may be required, by GSDA or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the Bidders and GSDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection Process.

## Letter of Invitation

### RFP reference no. MAH/GSDA/SPMU/01/ 2021-22

**Name of the Department:** Groundwater Surveys and Development Agency (GSDA), Water Supply and Sanitation Department (WSSD), Government of Maharashtra.

**Title of Support Service:** Selection of Support Agency (SA) For Assisting the State Project Management Unit (SPMU) of Groundwater Surveys and Development Agency (GSDA) in implementation of Atal Bhujal Yojana in the State of Maharashtra."

Dear Mr. /Ms.:-----

- 1) Groundwater Surveys and Development Agency (GSDA), Water Supply and Sanitation Department, Government of Maharashtra is executing centrally sponsored Atal Bhujal Yojana in the State of Maharashtra.
- 2) GSDA has invited the RFP from Proprietary firm/Partnership firm/Private Limited/Limited company/ NGO/ Trust/ Not For Profit Company for Assisting the State Project Management Unit (SPMU) of Groundwater Surveys and Development Agency (GSDA) in implementation of Atal Bhujal Yojana in the State of Maharashtra
- 3) More details on the support services required are mentioned in the Terms of Reference (ToR) given in this RFP document. You are now invited to submit your proposal as per the attached RFP document.
- 4) The RFP includes the following documents:

Section 1	-	Letter of Invitation and Introduction
Section 2	-	Instruction to Bidders
Section 3	-	Submission of the Bid Document
Section 4	-	Evaluation Process
Section 5	-	Criteria for Evaluation
Section 6	-	Appointment of Agency
Section 7	-	Fraud and Corrupt Practices

- Section 8 - Miscellaneous  
Section 9 - Annexure-01-Terms of Reference of Services (ToR)  
Section 10 - Appendix-01-Standard Technical Forms (TECH-01 to -08)

Yours Sincerely,

**Director**  
**Groundwater Surveys and Development Agency**  
**Water Supply and Sanitation Department**  
**Government of Maharashtra.**

# 1. INTRODUCTION

## 1.1- Background-

- 1.1.1 Government of Maharashtra (GoM) is implementing the GOI and World Bank aided project named as "Atal Bhujal Yojana (Atal Jal)" The project development objective is to improve groundwater management through community participation in project districts of Maharashtra.
- 1.1.2 The project is being implemented in 13 districts; namely, Nagpur, Amravati, Buldhana, Jalgaon, Nashik, Ahemadnagar, Jalna, Osmanabad, Latur, Pune, Satara, Sangli and Solapur.
- 1.1.3 The duration of the Project is from April 2020 to March 2025 or as extended by Government of India after the 31<sup>st</sup> March, 2025.
- 1.1.4 In order to complete, the task well within the stipulated period GSDA intends to hire services of Support Agency (SA) to assist SPMU, GSDA for implementation of the project.

## 1.2- Funds-

SPMU, GSDA will receive funds from Department of Water Resources, RD&GR, Jalshakti, of Government of India for Atal Bhujal Yojana.

## 1.3- Request For Proposal-

GSDA intends to select the Support Agency (SA) consisting of domain experts to assist GSDA in completion of the above task, through an open competitive bidding process, in accordance with the procedure set out herein. In this regards, GSDA invites proposals from interested and eligible firms/organizations to work as SA as detailed in this RFP.

## 1.4- Due Diligence by the Bidder-

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the proposal by attending a *virtual pre-bid meeting* on the date and time specified in this RFP.

### 1.5- Submission-

The submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the documents for submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidders risk and may result in rejection of the Bidder's proposal.

### 1.6- Sale of RFP Document-

**1.6.1** The RFP document can be downloaded from the websites, <https://mahatenders.gov.in> and <https://gsda.maharashtra.gov.in> ; However, the bids of only those Bidders shall be considered for evaluations, who have made online payment of **Rs. 14160/-** (Rupees Fourteen Thousand One hundred Sixty only) (Inclusive of GST) for the RFP documents, without which bids will not be accepted.

**1.6.2** The submission of the bid shall be **online only** as per the norms. The detailed information regarding the submission can be obtained from the websites, <https://mahatenders.gov.in> and <https://gsda.maharashtra.gov.in>

**1.6.3** The digital signature is prerequisite for online submission.

**1.6.4** The employer will not be responsible for any delay or technical snag faced by the Bidder/s in uploading their online tenders. The Bidders are advised to submit their tenders adequately in advance to avoid the delays due to such instances.

### 1.7- Validity of the Proposal-

The proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the "PDD").

### 1.8- Schedule of Selection Process and Other Details-

Sr. No.	Information related to bidding process	Details
1	Publication of request for proposal	07/06/2021
2	Tender Fees	Rs. 14160/- (Rupees Fourteen Thousand One hundred Sixty only) (Inclusive of GST)

3	Bid Security/EMD	Rs.4,50,000/- (Rupees Four Lakhs Fifty Thousands only)
4	Pre-bid meeting (Date, time and venue)	Date/Time: 15.06.2021- 11.00 hours <b>Venue: Virtual meet-</b> Link will be uploaded on <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> (in the corrigendum section) and on <a href="https://gsda.maharashtra.gov.in">https://gsda.maharashtra.gov.in</a> two days prior to the date of pre-bid meeting.
5	Last date of online Submission of proposal (Proposal due date (PDD))	25.06.2021 up to-15.00- hours
6	Bid validity period	120 days from PDD
7	Contact person and email ID	Joint Director, GSDA, Pune. email – <a href="mailto:abhy.maharashtra@gmail.com">abhy.maharashtra@gmail.com</a>
8	Opening of Technical proposal (Date, time and venue)	Date/Time:28.06.2021—11.00 hours Venue: Office of the Director, Groundwater Surveys and Development Agency (GSDA), Bhujal Bhavan, K.B. Joshi Road, Shivaji Nagar, Pune, Pin Code 411 005
9	Opening of financial proposal	To be intimated to the qualified Bidders
10	Letter of Award (LoA)	In due course
11	Signing of Agreement	In due course

### 1.9- Communication Address-

All communications including proposal documents should be addressed to:

The Director, Groundwater Surveys and Development Agency (GSDA),  
Bhujal Bhavan, K.B. Joshi Road, Shivaji Nagar, Pune, Pin Code - 411 005  
Email- [directorgsda@gmail.com](mailto:directorgsda@gmail.com) / [abhy.maharashtra@gmail.com](mailto:abhy.maharashtra@gmail.com)

All communications including the bid envelopes should contain the following information:  
**RFP Reference No. MAH/GSDA/SPMU/01/2021-22**



## 2. INSTRUCTIONS TO BIDDERS

### 2.1-Background:

In Maharashtra, Groundwater Surveys and Development Agency (GSDA) as a nodal agency is implementing the scheme and initiated process for establishing State Project Management Unit at State (SPMU) and District Project Management Units (DPMU) at district level. At this juncture, 1443 villages from 1339 Gram Panchayats (GPs) from 73 watersheds of 38 blocks/talukas from 13 districts are identified for implementing the ABHY in the state. Considering the project spread, quantum of work and expected results, providing technical and process management support to the SPMU is equally important. This will help in streamlining the project work, building capacity of key stakeholders, tracking project progress, timely completion of project implementation work etc. Accordingly, GSDA decided to engage Support Agency (SA) having domain experts of requisite qualification and experience of delivering similar services.

### 2.2- Minimum Eligibility Criteria:-

Interested organizations should fulfill all of the following minimum eligibility criteria:

Sr. No.	Criterion	Documents to be submitted to prove Eligibility
01	<ul style="list-style-type: none"><li>• Should be a Proprietary firm/ Partnership firm/Private Limited/ Limited company/ NGO/ Trust/ Not For Profit Company legally constituted and registered in India, and</li><li>• Should have a registered or branch office anywhere in Maharashtra and operational since last three years in Maharashtra.</li></ul>	<ul style="list-style-type: none"><li>• Certificate of Incorporation/ Registration to prove legal constitution and registration and</li><li>• Any Government approved address proof <b>OR</b> Registered rent or leave and license agreement to prove established office in Maharashtra since last three years from PDD.</li></ul>
02	Should have Valid GST Certificate as on PDD	<ul style="list-style-type: none"><li>• Copy of Valid GST Certificate and PAN Card.</li></ul>

03	<p>The agency should have at least <b>10 years</b> of combined experience as on PDD (i.e. Last date of Submission) in providing consultancy services in <b>Water Sector</b> especially related to participatory groundwater management or Aquifer management Projects/ Rural Water Supply schemes/ Village Water Safety Security Plans/ Agriculture and irrigation management projects/Watershed management Projects</p>	<ul style="list-style-type: none"> <li>• Copy of Work Orders / MOU / Important pages of Agreement</li> <li>• Copy of Completion or Experience Certificates</li> <li>• Project Details as per TECH-06</li> <li>• <i>(Note- 1. While calculating the Years of experience of the Agency only water Sector related assignments as attached in TECH-06 supported by above mentioned documents, will be considered. 2. The attached assignments will be chronologically arranged and years of experience will be calculated from the year of first assignment completed in water sector.</i></li> </ul>
04	<p>The Agency should have an average annual turnover of INR 05 Crore during last 03 financial years i.e. 2017-18, 2018-19 and 2019-20.</p> <p>The Agency should have positive net worth in each financial years 2017-18, 2018-19 and 2019-20.</p>	<ul style="list-style-type: none"> <li>• Audited balance sheet and profit and loss account statement of the Agency for each of the last 3 audited financial years (2017-18, 2018-19, 2019-20)</li> <li>• And certificate duly signed by Statutory Auditor of the Agency or Certified Chartered Accountant (CA) for average annual turnover for last 03 financial years (2017-18, 2018-19, 2019-20), as per <b>TECH-04</b>.</li> <li>• <i>(Note-Tech-04 not signed by statutory auditor or CA shall not be accepted)</i></li> </ul>
05	<p>The agency should not have been blacklisted by any Central/State Government Organizations or Departments in India at the time of submission of the Proposal for fraudulent or corrupt practices</p>	<ul style="list-style-type: none"> <li>• As per TECH-01 ( However on selection The agency shall have to produce an affidavit on Rs.500/- stamp paper signed by the authorized signatory of the agency and duly notarized by the notary public; prior to contract agreement)</li> </ul>
06	<p>Team composition with minimum required qualification and experience as specified in ToR</p>	<ul style="list-style-type: none"> <li>• CVs of only Full time key experts (Sr. no. 1 to 6) in TECH-07 Format.</li> </ul>

## **2.3- Joint Venture/Consortium –**

Joint Venture/Consortium Not Allowed

## **2.4- Duration of the Contract-**

The duration of the Initial contract shall be up to the 31<sup>st</sup> March, 2025 from the date of signing the Contract Agreement. However, if the Government of India extends the Project duration in future, then the Contract shall be extended with the same terms and conditions as agreed while signing the initial contract.

## **2.5- Conflict of Interest-**

- Bidders shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified.
- GSDA requires that the general consultant provides professional, objective and impartial advice and at all times hold the GSDA's interest paramount, avoid conflicts its own interests and act without any consideration for future work.
- This office has started process of hiring DIP, the agency which got appointed as DIP shall not be allowed to take part in this procurement process or Vice versa.

## **2.6- Acknowledgement by the Bidder:-**

It shall be deemed that by submitting the proposal, the Bidder has...

- Made a complete and careful examination of the RFP.
- Received or relevant information requested from GSDA.
- Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of GSDA or relating to any of the matters.
- Agreed to be bound by the undertaking provided by it under and in terms hereof

## **2.7- Right to Reject Any Proposal:-**

2.7.1- Notwithstanding anything contained in this RFP, GSDA reserves the right to accept or to reject any proposal and to annul the Selection Process and reject all proposals at any time

without any liability or any obligation for such acceptance, rejection for annulment and without assigning any reasons therefore.

- 2.7.2- Without prejudice to the generality, GSDA reserves the right to reject any proposal if...
- a) At any time, a material misrepresentation is made or discovered or
  - b) The Bidder does not provide, within the time specified by GSDA, the supplemental information sought by GSDA for evaluation of the proposal.
  - c) Misrepresentation / improper response by the Bidder may lead to the disqualification. If such disqualification / rejection occurs after the proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then GSDA reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of GSDA, including annulment of the selection process.
- 2.7.3- The entire proposal shall be strictly as per the format specified in the Request For Proposal. Any deviation from the specified format will lead to disqualification of the Bidder

## **2.8- Clarifications to the Queries-**

- 2.8.1- Bidders requiring any clarification on the RFP may submit their queries to GSDA in writing during Pre Bid conference on the date mentioned in the schedule of Selection process at clause **1.8** of this RFP.
- 2.8.2- GSDA will clarify all search queries during the Pre bid meeting and Minutes of Meeting will uploaded on the official website as mentioned.
- 2.8.3- GSDA reserves the rights response to any query or provides any clarifications, in its sole discretion and nothing in this clause 2.7 shall be construed as obliging GSDA to respond or provide clarifications.

## **2.9- Amendment to RFP**

- 2.9.1- At any time prior to the deadline for submission of Proposal, GSDA may for any reason whether at its own initiative or on response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the official website.

2.9.2- In order to give the Bidders a reasonable time for taking an amendment into account or for any other reason, GSDA may, in its sole discretion, extend the PDD.

### 3. SUBMISSION OF THE BID DOCUMENT

#### 3.1- Language-

3.1.1 -The proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP.

3.1.2 -No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for.

#### 3.2- Format of Proposal-

3.2.1- The Bidder shall provide all the information sought under this RFP. GSDA would evaluate only those proposals that are received in the specified forms and complete in all respects.

3.2.2- The proposals shall be submitted **online only**.

3.2.3- N/A

3.2.4 The proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposal including all the supporting scanned documents must be signed by the authorized signatory (the “Authorized Signatory”) as detailed below ...

- a) By the proprietor, in case of a proprietary firm; or
- b) By a partner, in case of a partnership firm and / or a limited liability partnership; or
- c) By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a Corporation; or A copy of the Power of Attorney certified by a notary public shall accompany the proposal (if required).

3.2.5- Bidders should note the PDD, as specified in clause **1.8** for submission of proposals. Except as specifically provided in this RFP, no supplementary material will be

entertained by GSDA and that evaluation will be carried out only on the basis of documents submitted **online by the closing time of PDD**. Bidders may be asked to provide additional material information or documents for technical presentations subsequent to the date of submission and unsolicited material if submitted will be summarily rejected.

### **3.3. - Technical Proposal-**

- 3.3.1- Bidder shall submit the technical proposal **online only** at <https://www.mahatenders.gov.in> in the formats at Appendix 1 (the “Technical Proposal”) on or before PDD. Bidders should have valid class II / III Digital Signature Certificate (DSC) obtained from certifying authorities.
- 3.3.2- Technical Proposal shall be submitted in the prescribed format presented in Appendix-01 **(TECH 01 to 08)**.
- 3.3.3- The Technical Proposal shall not include any financial information relating to the Financial Proposal. If found so the Bid will be summarily rejected even if the agency is technically qualified.
- 3.3.4- GSDA may ask Bidders to make technical presentations in a suitable format before technical appraisal is finalized. This would help in aiding the process of technical appraisal.

### **3.4- Financial Proposal-**

- 3.4.1- The financial proposal shall be submitted **online only in BOQ format (Percentage BOQ)**. *The Bidder has to submit its best quote in % against the approximate estimated cost mentioned in BOQ. Bidder has to click on select option. Under this tab, two options i.e. Excess (+) and Less (-) are available. Bidder can select any one option and submit its best quote. Then its quote in figure will automatically be reflected as % and amount. This quoted figure (%) shall be considered as final financial quote.*
- 3.4.2- While submitting the Financial Proposal, the **Bidder shall estimate on its own cost** for the following components which will be required throughout the project tenure;

- a) Total cost towards the remuneration for all the key personnel (06) and Support staff prescribed in the team composition as per ToR.
  - b) Total cost towards the remuneration for all Short Term Experts for the duration as mentioned in ToR.
  - c) Total Cost towards travelling and Vehicle expenses for field visit.
- 3.4.3 Total cost for all types of Consultancy, operational and miscellaneous expenses towards trips to districts, per diem for field work (lodging, boarding and other allowances), Communication and Printing of Documents, etc.
- 3.4.4 The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- 3.4.5 The Financial Proposal shall take into account all expenses **excluding Goods and service tax (GST) liabilities**. All applicable taxes shall be paid in addition to the financial quote and calculated as per applicable laws at the time of payment. All payments to consultants shall be subject to deduction of taxes at source as per Applicable Laws. The selected agency shall obtain the GST certificate if required at the time of payment.

### **3.5- Submission of Proposal-**

- 3.5.1- Interested Agencies are requested to prepare and submit the following bids as;
- a) Technical Bid - **online submission only**.
  - b) Financial Bid – **online submission only in the form of BOQ**.
- 3.5.2- Bids not prepared as per RFP instructions, not signed properly, late received and / or incomplete bids shall be disqualified.
- 3.5.3- The bid can be submitted in electronic format online on <https://www.mahatenders.gov.in> within the bid submission deadline (PDD). Proposals submitted by fax, telex, Telegram or email shall not be entertained and shall be treated as invalid.

- 3.5.4- Digitally Signed scanned copy of “Technical Proposal” shall be uploaded in the prescribed format (As given in the appendix I) and supporting documents along with the Bid Security/Bid securing declaration Form as mentioned in clause 3.7.
- 3.5.5- Proposals received by the GSDA after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

### **3.6- Withdrawal of Proposal-**

- 3.6.1- The Bidder may withdraw his proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorized signatory and including a copy of the authorization document. The Withdrawal Notice must be submitted at least one day prior to the PDD.
- 3.6.2- Proposals that are withdrawn in accordance with clause 3.6.1 shall be returned unopened to the Bidder.
- 3.6.3- No proposal shall be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of Proposal Validity specified in the RFP or any extension thereof, except in the case of a request by the client to extend the proposal validity.

### **3.7-Bid Security/EMD:-**

- 3.7.1 The bidder shall furnish as part of its proposal, a **Bid Security of Rs.4, 50,000/-(Rupees Four lakh Fifty Thousands only)** through online payment gateway available on the website <https://www.mahatenders.gov.in> while uploading the document OR can select EMD exemption “YES” option available on the website and upload document related to exemption/Bid Securing Declaration Form as provided in TECH-08 of the Appendix-I and submit the Bid. (Reference: Office Memorandum of Ministry of Finance, Department of Expenditure, Procurement Policy division, Government of India, dated 12.11.2020).
- 3.7.2 In the event that the first ranked Bidder commences the assignment, the second ranked Bidder, who has been kept in reserve, shall be returned its bid security forthwith but in no case not later than 120 (one hundred and twenty) days from PDD. The selected Bidder’s Bid Security shall be returned upon the Bidder signing the agreement and completing the



deliverables assigned to it for the first 2 (two) months of the consultancy in accordance with the provisions thereof.

- 3.7.3 Any Bid not accompanied by the Bid Security/Bid Securing Declaration Form shall be rejected by GSDA as non-responsive.
- 3.7.4 GSDA shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 3.7.5 The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to GSDA'S any other right or remedy hereunder or in law otherwise, the Bid Security shall be forfeited and appropriated by GSDA as the mutually agreed pre-estimated compensation and damage payable to GSDA for, inter alia, the time, cost and effort of GSDA in regard to the RFP including the consideration and evaluation of the proposal under the following conditions...
- a) If a bidder engages in any of the Prohibited Practices.
  - b) If a Bidder withdraws his Proposal during the period of its validity.
  - c) In the case of the Selected Bidders, if the Bidder fails to reconfirm its commitments during negotiation.
  - d) In the case of the Selected Bidders, if the Bidder fails to sign the Agreement or commence the assignment.

### **3.8-Performance Guarantee (PG) :-**

- 3.8.1- The successful bidder shall deposit the Performance security at the rate 5% of the contract award cost rounded off to next 1000, in the form of a Bank Guarantee / Demand Draft issued by any of the Nationalized / Scheduled Bank in India, in favor of The Director, GSDA, payable at Pune (the PG) valid for the contract duration.
- 3.8.2- **Refund of PG-** the PG shall be refunded within the six month from the date of successful completion of the assignment/Contract.
- 3.8.3- **Forfeiture of PG-** PG shall be forfeited in the following cases:
- a. When any terms and condition of the contract is breached.
  - b. When the selected agency/bidder fails to commence the Services or fails to provide deliverables after partially executing the service.

## 4. EVALUATION PROCESS

### 4.1-Evaluation of Proposals:-

- 4.1.1- The Responsive Technical proposals will be evaluated by the Committee nominated by Directorate, GSDA. The SA will be selected under Quality and Cost Based Selection (QCBS) Method and procedures described in the RFP document.
- 4.1.2- The technical proposal will be evaluated based on the qualification criteria mentioned in chapter 5 of the RFP document.
- 4.1.3- The technical proposals will be given a **weightage of 60% (T=60) while the financial proposals will be given a weightage of 40% (F=40).**
- 4.1.3- The firm who scores (Technical) **minimum 70 marks out of 100 marks** as stated above shall be qualified and included in the short list for opening and evaluation of their financial proposals.
- 4.1.4- After the completion of technical evaluation, the GSDA will give Technical Score (Ts) to each Proposal and notify successful firms which have secured the minimum qualifying mark, and intimate them the date and time set for opening the Financial Proposals.
- 4.1.5-The Financial Proposals shall be opened online publicly in the presence of the firms' representatives who choose to attend. The name of the agency, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.
- 4.1.6- In order to allow comparison of financial proposal on a common basis, each financial proposal will be carefully scrutinized and total price shall be determined. **The lowest Financial proposal (Flow) will be given a Financial score (Fs) of 100 points.** The **Financial score (Fs)** of other financial proposal will be computed as;

#### **Formula for determining the financial scores:**

$$Fs = 100 \times Flow / F \text{ ---- (1)}$$

Where, *Flow* is the lowest price among the bidders and **F** the price of the proposal under consideration quoted by the bidder)

4.1.7- **Combined and final evaluation:**

For this QCBS (Quality & Cost Based Selection) evaluation, the Proposals will be evaluated and ranked according to their combined Technical (Ts) and Financial (Fs) scores using the weights (T= the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) as;

$$\text{Evaluated Bid Score (S)} = \text{Ts} \times \text{T\%} + \text{Fs} \times \text{F\%}. (\text{Ts} \times \mathbf{0.60} + \text{Fs} \times \mathbf{0.40})$$

4.1.8- The Agency/Firm achieving the highest combined technical and financial evaluated bid score will be ranked as first i.e.H1 followed by the proposals securing lesser marks as H2, H3, etc.

4.1.9- The highest ranked (H1) agency will be invited for the negotiations, if required and will be recommended for award of contract.

4.1.10- The next ranked (H2) firm shall be kept in reserve and may be invited for negotiations in case the first ranked firm withdraws/fails to comply with the requirements specified herein above.

4.1.11- In the event, two or more bids have the same combined evaluated bid score (S), the bid with highest technical score among them will be H1 and be selected.

4.1.12- This evaluation procedure reflects high importance attached to quality and competence.

Please note that the Client is not bound in any manner to select any of the Firms submitting proposals or to select the Firm offering the lower price.

4.1.13- GSDA shall open the proposals on the PDD as specified in clause **1.8** at the place and time specified in this RFP and in the presence of the Bidders, who choose to attend. The Technical Proposals shall be opened first.

4.1.14- Prior to evaluation of Proposals, GSDA will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if...

- a) The Technical Proposal is received in the form specified at Appendix-I
- b) It is received by the PDD including any extension thereof.
- c) It is accompanied by the Power of Attorney for authorized signatory.
- d) It contains all the information (complete in all respect) as requested in the RFP.

- e) It does not contain any condition or qualification and
- f) It is not non-responsive in terms hereof

4.1.15- GSDA reserves the right to reject any proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GSDA in respect of such Proposals.

4.1.16- After the Technical evaluation, GSDA shall invite qualified Bidders for opening of their Financial Proposals. A date, Time and Venue will be notified to all Bidders for announcing the result of evaluation and opening of financial proposals. Before opening of the Financial Proposals, the list of pre-qualified Bidders along with the Technical Scores will be read out.

4.1.17- The opening of the Financial Proposals shall be done in the presence of the respective representatives of Bidders who choose to be present. GSDA will not entertain any query or clarification from the Bidders who fail to qualify at any stage of the selection process. After the financial evaluation, the final ranking of the proposals shall be carried out.

4.1.18- Bidders are advised that the selection shall be entirely at the discretion of GSDA. Bidders shall be deemed to have understood and agreed that GSDA shall not be required to provide any explanation or justification in respect of the Selection Process or Selection.

4.1.19- Any information contained in the proposal shall not be in any way construed as binding on GSDA, its employees, successors or assigns; but shall be binding against the Bidder if the contract is subsequently awarded to it.

## **4.2- Confidentiality:-**

Information relating to the examination, clarification, evaluation and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising GSDA, in relation to the matters arising out of or concerning the Selection Process. GSDA shall treat all information, submitted as part of the Proposal in confidence and shall require all those who have access to such material to treat the same in confidence. GSDA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and / or GSDA or as may be required by law or in connection with any legal process.

## 5. CRITERIA FOR EVALUATION

### 5.1- Evaluation of Technical Proposals:-

- 5.1.1- As mentioned above, the responsive technical proposals will be evaluated by the Committee nominated by Directorate, GSDA. The Technical Proposal will be evaluated on the basis of Bidder's experience, experience of key professionals and proposed approach and methodology. Bidders who score **70 marks or more out of 100** in technical scrutiny shall be considering for evaluating financial proposal.
- 5.1.2- The technical proposals will be given a **weightage of 60% while the financial proposals will be given a weightage of 40%.**
- 5.1.3- The evaluation of the technical proposal will be carried out in following two stages:
- a) **Stage 1:** Technical documents will be initially scrutinized based on the Minimum Eligibility Criteria mentioned in clauses 2.2 The agency not fulfilling any of the eligibility criteria shall be rejected.
  - b) **Stage 2:** The Agency, who will fulfill minimum eligibility criteria mentioned in clauses 2.2 will be further evaluated based on documents submitted by the Agency as per the following marking criteria.

No	Criteria	Marking Criteria	Maximum Marks
1)	Overall experience of Agency as on PDD in providing consultancy services in <b>Water Sector</b> especially related to participatory groundwater management or Aquifer management Projects/ Rural Water Supply schemes/ Village Water Safety Security Plans/ Agriculture and irrigation management projects/ Watershed management Projects	<b>10 Years – 5 Marks</b> Above 10 Years – <b>5 + 1</b> additional mark for each additional year subject to maximum <b>10 Marks</b>	<b>10</b>
2)	Average annual turnover of the agency during last 3 financial years 2017-18, 2018-19 and 2019-20	<b>5 Crore - 5 Marks</b> Above 5 Crore- <b>5+ 0.5</b> additional mark for each <b>0.5</b> Crore subject to maximum <b>7.5 Marks</b>	<b>7.5</b>

3)	<b>No. of national level assignments successfully completed in past 10 years from the PDD</b> for Central Government /Multilateral or Bilateral Funding Agency in Preparing Protocol/ Framework / Training policy on Rural Water Supply/ Ground Water management including Supply and /or Demand side management.	No. of Assignments	All assignments Outside Maharashtra	All assignments including Maharashtra	7.5
		0	0	0	
		1	1.5	2.5	
		2	3.0	5.0	
		3	4.5	7.5	
		4	6.0	7.5	
		5	7.5	7.5	
Subject to <b>Maximum 7.5 Marks</b>					
4)	<b>No. of State level assignment successfully completed in past 10 years from the PDD</b> for Central Government /State Government /State Groundwater Agency/ Multilateral or Bilateral Funding Agency in Preparing Protocol/ Framework / Training policy on Rural Water Supply/ Ground Water management including Supply and /or Demand side management.	No. of Assignments	Outside Maharashtra	In Maharashtra	10
		0	0	0	
		1	1.5	2.5	
		2	3.0	5.0	
		3	4.5	7.5	
		4	6.0	10.0	
		5	7.5	10.0	
		6	9.0	10.0	
7	10.0	10.0			
Subject to <b>Maximum 10 Marks</b>					
5)	<b>No. of state level assignments successfully completed in past 10 years from the PDD</b> for Central Government/State Government / Central Or State Ground Water Agency/ Multilateral or Bilateral Funding Agency, as Project Management Consultant/Technical Support Agency or Support Services for Ground Water Management/ Preparation of ground water Recharge Plans/ Village Water Safety Security Plans/ Agriculture and Irrigation management Plans/ Watershed Management Plans.	No. of Assignments	Outside Maharashtra	In Maharashtra	10
		0	0	0	
		1	1.5	2.5	
		2	3.0	5.0	
		3	4.5	7.5	
		4	6.0	10.0	
		5	7.5	10.0	
		6	9.0	10.0	
7	10.0	10.0			
Subject to <b>Maximum 10 Marks</b>					

6)	<b>No .of state level assignments Successfully Completed in past 10 years from the PDD</b> for Central Government /State Government/ Central Or State Ground Water Agency/Multilateral or Bilateral Funding Agency, related to preparation of IEC & Capacity Building plans, designing of Modules and Manuals, Conducting TOTs and Trainings for Ground Water Management/Village Water Safety and Security/Rural Water Supply/Agriculture /Watershed Management.	<table border="1"> <thead> <tr> <th>No. of Assignments</th> <th>Outside Maharashtra</th> <th>In Maharashtra</th> </tr> </thead> <tbody> <tr><td>0</td><td>0</td><td>0</td></tr> <tr><td>1</td><td>1.5</td><td>2.5</td></tr> <tr><td>2</td><td>3.0</td><td>5.0</td></tr> <tr><td>3</td><td>4.5</td><td>7.5</td></tr> <tr><td>4</td><td>6.0</td><td>10.0</td></tr> <tr><td>5</td><td>7.5</td><td>10.0</td></tr> <tr><td>6</td><td>9.0</td><td>10.0</td></tr> <tr><td>7</td><td>10.0</td><td>10.0</td></tr> </tbody> </table>	No. of Assignments	Outside Maharashtra	In Maharashtra	0	0	0	1	1.5	2.5	2	3.0	5.0	3	4.5	7.5	4	6.0	10.0	5	7.5	10.0	6	9.0	10.0	7	10.0	10.0	Subject to <b>Maximum 10 Marks</b>		<b>10</b>
No. of Assignments	Outside Maharashtra	In Maharashtra																														
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1	1.5	2.5																														
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5	7.5	10.0																														
6	9.0	10.0																														
7	10.0	10.0																														
7)	<b>No of district level assignments successfully completed in past 10 years from the PDD</b> for Central Government/ NABARD/State Government/ State Ground Water Agency/Zilla Parishad (ZP)/ Multilateral or Bilateral Funding Agency in preparation and/or implementation of Water Safety and Security plans/ Ground water Management or recharge plans /Watershed Managements plans.	<table border="1"> <thead> <tr> <th>No. of Assignments</th> <th>Outside Maharashtra</th> <th>In Maharashtra</th> </tr> </thead> <tbody> <tr><td>0</td><td>0</td><td>0</td></tr> <tr><td>1</td><td>1.5</td><td>2.5</td></tr> <tr><td>2</td><td>3.0</td><td>5.0</td></tr> <tr><td>3</td><td>4.5</td><td>5.0</td></tr> <tr><td>4</td><td>5.0</td><td>5.0</td></tr> </tbody> </table>	No. of Assignments	Outside Maharashtra	In Maharashtra	0	0	0	1	1.5	2.5	2	3.0	5.0	3	4.5	5.0	4	5.0	5.0	Subject to <b>Maximum 5 Marks</b>		<b>5</b>									
No. of Assignments	Outside Maharashtra	In Maharashtra																														
0	0	0																														
1	1.5	2.5																														
2	3.0	5.0																														
3	4.5	5.0																														
4	5.0	5.0																														
8)	Approach & Methodology: 1. Approach, methodology and work plan for carrying out the assignment – <b>5 Marks</b> (Approach, Methodology and Organisation )- 2.5 M and Work Plan-2.5M) 2. Presentation - <b>05 Marks</b> (Evaluating the understanding of the assignment)				<b>10</b>																											
9)	<b>Proposed Key Personnel</b>				<b>30</b>																											
	1. Team Leader cum Social Development/Capacity	<b>Maximum – 30 Marks</b>																														

Building Expert	3 marks for each position from Sr. no. 1 to 6 if qualifying minimum required experience of the position. Two additional mark for each position for additional experience in multiple of years subject to maximum 30 Marks.	
2. IEC/Communication Expert		
3. Agriculture Expert		
4. Water conservation cum Environment Expert		
5. GIS/MIS/IT Expert		
6. Procurement and Accounts Expert		
<b>Total Marks</b>		<b>100</b>

**Note: Definition of Level of Assignments:**

- A. *National Level Assignment means* the Assignments which have implications at national level and multiple states are involved.
- B. *State level Assignment means* the Assignments which have implications at State level and multiple districts are involved.
- C. *District level Assignment means* the Assignments which have implications at particular District level.

## 5.2 Short Listing of Bidders

The Bidder scoring minimum 70 marks out of 100 in technical evaluation based on the above-mentioned marking system shall be declared as technically qualified and will be eligible for opening of financial proposal.

## 5.3 Evaluation of Financial Proposal

- 5.3.1 For Financial evaluation, the lump-sum cost of the consultancy assignment indicated in the Financial Proposal (BOQ), *excluding* Goods and service tax (GST) liabilities, shall be considered.
- 5.3.2 The cost indicated in the Financial Proposal (BOQ) shall be deemed as final and reflecting the total cost of services.



## 6. APPOINTMENT OF AGENCY

### 6.1 Negotiations

The Selected Bidder may, if necessary, be invited for negotiations. The negotiations may generally not be for reducing the price of the Proposal but will be for re-confirming the obligations of the Agency under this RFP. Issues such as deployment of the Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations.

### 6.2- Identity-

6.2.1 The Agency shall, subject to the provisions of the Agreement, indemnify GSDA for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

6.2.2 GSDA shall subject to the provisions of the Agreement, indemnify the DIP for any direct loss or damage or claims that is caused due to deficiency is in its responsibilities as defined in the Agreement.

### 6.3 Award of Contract:

After selection, a letter of Award (the "LOA") shall be issued, in duplicate, by GSDA to the Selected Bidder and the Selected Bidder shall, within 15 (fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, GSDA may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Bidder may be considered.

### 6.4 Execution of Agreement

After acknowledgment of the LOA as aforesaid by the Selected Bidder, Both shall execute the Agreement within the **seven** working days.

## **6.5 -Commencement of the Assignment:-**

The Agency shall commence the Services at the Project site within 15 (fifteen) days of the date of the Agreement or such other date as may be mutually agreed. If the Agency fails to either sign the Agreement as specified in clause 6.4 or commence the assignment as specified herein, GSDA may invite the second ranked Bidder for negotiations. In such an event, the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of clause 3.7.

## **6.6 Proprietary Data**

Subject to the provisions of clause 5.1 all documents and other information provided by GSDA or submitted by a Bidder to GSDA shall remain or become the property of GSDA, Bidders and the Agency, as the case may be, are to treat all information as strictly confidential. GSDA will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the agency to GSDA in relation to the Selection of Agency shall be the property of GSDA.

## **6.7 Penalty**

The selected bidder shall render services strictly adhering to the period mentioned in the clause 2.4 of RFP and in contract agreement. Any delay in achieving the milestones except approved by the Director,GSDA in writing shall attract penalty of 1% of total value of contract per month of the delayed services subject to maximum of 10% of the contract value. If the delay is beyond three months then the Director GSDA has the right to issue termination notice. The Amount shall be recovered from the bill due or from the performance Guarantee.

## 7. FRAUD AND CORRUPT PRACTICES

7.1 The Bidder and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, GSDA shall reject a proposal without being liable in any manner whatsoever to the Bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively "The Prohibited Practices") in the selection process. In such an event GSDA shall without prejudice to its any other rights or remedies forfeit and appropriate the bid security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to GSDA for, inter alia, time, cost and effort of GSDA in regard to the RFP, including consideration and evaluation of such bidder's proposal.

7.2 Without prejudice to the rights of GSDA under clause 7.1 herein above and the rights and remedies which GSDA may have under the LOA or the agreement, if a bidder or DIP, as the case may be, is found by GSDA 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 selection process, or after the issue of the LOA or the execution of the agreement, such Bidder or DIP shall not be eligible to participate in any tender or RFP issued by GSDA during a period of 2 years from the date such Bidder or DIP, as the case may be, is found to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

7.3 For the purposes of this clause, 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 action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of GSDA who is

or has been associated in any manner, directly or indirectly, with the selection process for the LOA or has dealt with matters concerning the agreement for 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 GSDA, shall be deemed to constitute influencing the actions of a person connected with the selection process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection 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 times has been or is a legal, financial or technical consultant / advisor of GSDA, in relation to any matter concerning the Project.

- b) "Fraudulent Practices" means misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process.
- c) "Coercive Practices" means impairing or harming or threatening to impair or harm directly or indirectly, any persons or property to influence any person's participation or action in the selection process.
- d) "Undesirable Practices" means (i) establishing contact with any person connected with or employed or engaged by GSDA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a conflict of interest.
- e) "Restrictive Practices" means forming a cartel or arriving at any understanding or arrangements among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

## 8. MISCELLANEOUS

- 8.1** The selection process shall be governed by and constructed in accordance with the laws of India and the Courts in the State of Maharashtra in which GSDA has its headquarter, shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or connection with the selection process.
- 8.2** GSDA in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to...
- a) Suspend and / or cancel the selection process and / or amend and / or supplement the selection process or modify the dates or other terms and conditions relating thereto;
  - b) Consult with any bidder on order to receive clarification or further information.
  - c) Retain any information and / or evidence submitted to GSDA by on behalf of and / or in relation to any bidder; and / or
  - d) Independently verify, disqualify, reject and / or accept any and all submissions or other information and / or evidence submitted by or on behalf of any bidder.
- 8.3** It shall be deemed that by submitting the proposal, the bidder agrees and releases GSDA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and /or performance of any obligations hereunder, pursuant hereto and / or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether present or future.
- 8.4** All documents and other information supplied by GSDA or submitted by a bidder shall remain or become, as the case may be, the property of GSDA. GSDA will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 8.5** GSDA reserves the right to make inquiries with any of the clients listed by the bidders in their previous experience record.

## **8.6-Force Majeure:-**

### **8.6.1- Definition:-**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not fore-see able, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-DIP or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Subject to clause 8.6.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

### **8.6.2- No Breach of Contract:**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### **8.6.3- Measures to be taken:**

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event

as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "GSDA", shall either
  - (i) Demobilize; or
  - (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 8.7.

## **8.7-Dispute Settlements:**

### **8.7.1-Amicable Settlement:**

Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.7.2 shall become applicable.

### **8.7.2-Arbitration:**

In the case of dispute arising upon or in relation to or in connection with the contract between the GSDA and the DIP, which has not been settled amicably, any party can refer the dispute to the empowered Committee for Externally Aided Projects under the WSSD for settlement and if it is still not settled amicably then any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by

the GSDA and the DIP, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Additional Chief Secretary/Principal Secretary, Water Supply and sanitation Department (WSSD), Government of Maharashtra (GoM). The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

**8.7.3-** Arbitration proceedings shall be held in Maharashtra at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

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

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**Annexure -01:**  
**TERMS OF REFERENCE (ToR)**

**1.0-Background:**

Government of India (GoI) is implementing World Bank (WB) assisted Atal Bhujal Yojana (ATAL JAL) for addressing groundwater challenges. The scheme aims to improve ground water management through community participation and this would be done by improving the planning, protection, regulation, and management of groundwater resources through community participation. The scheme mainly focuses on building the requisite institutional foundation, knowledge and information base, and on-the-ground investments for more efficient and sustainable use of groundwater resources. The scheme will support Government of India's ongoing groundwater program by strengthening a performance-based system of incentives that fosters positive behavioral change for sustainable groundwater management. Incentives will be provided by rewarding achievements at the State and local levels in improving groundwater management practices, including the establishment of processes for participatory groundwater planning and the implementation of investments and actions generated through the strengthened planning process.

Department of Water Resources, River Development and Ganga Rejuvenation (DoWR, RD&GR) is funding and spearheading implementation of Atal Bhujal Yojana in seven states of the country. In each participating state, the focus is on over-exploited, critical and semi-critical watersheds/Blocks, as defined by the Central Ground Water Board (CGWB). Maharashtra is one of the states selected for implementation of scheme along with six other states (i.e. Gujarat, Haryana, Karnataka, Madhya Pradesh, Rajasthan and Uttar Pradesh) under this scheme.

In Maharashtra, Groundwater Surveys and Development Agency (GSDA) as a nodal agency is implementing the scheme and initiated process for establishing State Project Management Unit at State (SPMU) and District Project Management Units (DPMU) at district level. At this juncture, 1443 villages from 1339 Gram Panchayats (GPs) from 73 watersheds of 38 blocks/talukas from 13 districts are identified for implementing the ABHY in the state. Considering the project spread, quantum of work and expected results, providing technical and

process management support to the SPMU is equally important. This will help in streamlining the project work, building capacity of key stakeholders, tracking project progress, timely completion of project implementation work etc. Accordingly, GSDA decided to engage Support Agency (SA) having domain experts of requisite qualification and experience of delivering similar services.

The GSDA hereby invites Request for Proposal (RFP) from experienced organizations for selecting SA. The terms of references for the proposed assignment are presented below.

## **2.1- Objectives-**

The overall objective of the assignment is to provide technical and process management support to GSDA for rolling out and effective implementation of Atal-Jal in selected districts. This will be done by developing necessary strategies, guidelines manuals, & tools, designing and facilitating workshops, technical support, capacity building of key stakeholders, providing hand holding support to district and GP level institutions, process, progress and performance tracking, documentation support etc.

The specific objectives of the assignment are listed below.

- To prepare and share various strategies, guideline, manual along with necessary protocol / framework for facilitating implementation of “**Atal Jal**” scheme in effective manner.
- To assist SPMU for monitoring of DPMU & DIPs and provide input and handholding support for effective functioning.
- To assist SPMU in developing IEC & capacity building plan in participatory manner and build the capacity of various stakeholders for functioning effectively during various stages of scheme implementation.
- To extend technical and process management support to SPMU / DPMU for preparing and implementing water security plan mainly through convergence of ongoing Government schemes.
- To support SPMU for establishing monitoring mechanism at all levels for tracking status of scheme implementation. Identifying challenges / issues, giving timely feedback and developing action plan.

- To document best practices, lessons, innovative protocols and tools, etc. for wider dissemination within and outside the project.

### **3.0- Scope of Work-**

In order to achieve the above objectives, SA should carry out following tasks during the assignment period. The entire work will be carried out up to 31<sup>st</sup> March, 2025 or as extended by GOI, under the guidance and direction of the Directorate, GSDA. The assignments key tasks along with its sub-activities are presented below. These tasks are indicative and generic. If further any parameter arises and needs to be worked out, it can be fixed from time to time in consultation with the support agency.

### **3.1-Project Management:-**

#### **A. Prepare scheme implementation booklets, strategy, protocol, guideline, framework etc.**

- Prepare contents of Trainings, workshops, IEC and Capacity Buildings for state, district, block and Gram Panchayat level Stakeholders.
- Prepare scheme implementation booklets elaborating the basic information about scheme (scheme background, objectives, principles, DLIs, activities, key stakeholder, their role and responsibility, etc.), process and procedure, etc.
- Prepare communication strategy to promote and sensitize all stakeholders about scheme objectives, principles, activities etc., desired behavior and practice change and for effective execution of interventions proposed under **Atal Jal**.
- Develop protocol including template/ formats for preparation and execution of water security plans (covering the work of finalization of WSPs, implementation, monitoring, closure, etc.)
- Design toolkit for Mainstreaming Gender participation in groundwater management
- Prepare adaptable guideline and various formats for facilitating procurement of goods, works and services, etc.
- Design framework for convergence and coordination of various on-going Government schemes.

- Develop strategy for operation & maintenance of assets created under scheme and exit.

## **B. Preparation of capacity building plan along with modules and manuals**

- Design and prepare IEC plan for the state, district, block and GP level.
- Prepare capacity-building plan to build required competencies among the stakeholders at different levels of project implementation through Training Need Analysis (TNA) exercise.
- Develop 8 to 10 training modules and manuals on selected topics like scheme orientation, IEC and community mobilization, R & R of community level institutions, water budgeting, WSP preparation, implementation of WSP, O & M of supply side measures, exit process, demand side management, etc., as emerged from TNA.
- Prepare guideline for selecting master trainers at district and block/ NGO level i.e.4 booklets on relevant topics.
- Facilitate HR development activities including project staff and community.

## **C. Support for finance management**

- Assist SPMU in preparing scheme action plan and budget.
- Support SPMU in annual planning, budgeting and preparing annual Accounts and Financial Statements (AFS).
- Support SPMU in maintaining day to day accounting and payment delivery in PFMS portal.
- Support SPMU for maintaining and tracking financial progress
- Provide necessary assistance to SPMU in audits. (Internal and external audits.)

## **D. Support for establishing monitoring mechanism**

- Support SPMU in finalizing key baseline indicator (with reference to DLI), baseline survey format and orient DPMU for initiating baseline survey in each project district.

- Support SPMU in identifying list of activities to be monitored for achieving DLI linked performance indicators across various stages of scheme i.e. start-up, pre-planning, planning, implementation, post implementation etc.
- Develop robust formats/ templates for progress tracking (physical and financial) and process.
- Coordinate with districts and consolidate procurement and contract information for MIS
- Support in monitoring and analysis of procurement activities in the State and preparation of periodic progress reports identifying critical bottlenecks
- Provide support to track and monitor physical and financial target through GP level project implementation mechanisms.
- Handholding support and monitoring of district, block and GP level trainings
- Develop format for capturing district wise progress report (DPMU and DIPs).
- Provide support to SPMU in compiling district wise progress report with reference to progress made under each DLIs and assist SPMU for preparing progress report and documents for verification by IVA/TPGVA .
- Preparation and submission of Deliverable Reports in agreed format to SPMU.
- Support the SPMU in developing equipment and asset inventory system to record and maintain equipment/assets.
- Carry out monitoring and evaluation of outputs, activities and impacts.
- Coordinate with all relevant line departments in the state as directed by the Project Director, SPMU, from time to time.

#### **E. Reporting and documentation**

- Preparation of inception report, MPR, mid-term report, closure report
- Preparer report on key activities
- Documentation of best practices, learning's, innovative tools and practices etc. for wider dissemination.

### **3.2-Technical Services:-**

#### **A. Design Standard Operating Procedure (SOP) and tools for preparing Water Security Plans (WSP)**

- Prepare, field test and disseminate SOP for groundwater data gathering and water budgeting exercise and preparing Water Security Plan (WSP). It shall include concept, components, water budgeting exercise, action planning and implementation process, community monitoring etc.
- Provide technical and administrative inputs to DPMU/ Gram Panchayats (GPs) in preparation/development and submission of a five-years Water Security Plans and water budgeting;
- Support the SPMU to consolidate the Water Security plans, along with cost estimates for SLSC to approval, and submission thereon to DoWR, RD & GR for approval
- Prepare Annual Work Plans and budgetary requirements based on the approved Water Security Plans for the state ;
- Prepare Goods procurement plan for SPMU and DPMUs.
- Provide technical input to SPMU/DPMU for facilitating implementation of water security plan through convergence.

#### **B. Support SPMU to Review and approval of water security plan**

- Provide necessary support to SPMU to review and approve viz. civil and agriculture related components of the Water Security plans to be cleared by the State Level Steering Committee (SLSC) as submitted by DPMU.
- Conduct GP level WSP implementation appraisals with state nodal agency

#### **C. Handholding support to SPMU**

- Support SPMU to triangulate the data collected by GPs with the existing State level baseline data using CGWB and State Water level data, and prepare a consolidated user-friendly baseline report on overall groundwater management (supply and demand side including institutional mechanism) for wide public dissemination
- Assistance for establishing Hydrologic Monitoring Network (HMN)

- Support for hydrologic and meteorological data collection and management, which essentially includes baseline and monitoring data pertaining to water level, rainfall and groundwater recharge, well discharge and groundwater draft, water balance, cropping pattern and their water requirement, socio-economic, and water use efficiency.

### **3.3- Facilitation Services:-**

#### **A. Rolling out of capacity building plan**

- Facilitate state level trainings proposed in capacity building plan to equip and support various stakeholders for functioning effectively during various stages of scheme implementation i.e. startup, preplanning, planning, implementation, post implementation etc.
- Provide handholding support to DPMU and DIPs for identifying master trainers, organizing and facilitating orientation training at district / cluster level.
- Organize state and district level workshops and Trainings on key theme as per PIP provisions.
- Conduct state and district level (total 15) TOTs events for selected master trainer on specialized topic / theme
- Facilitation support for state and district level TOTs (15) and trainings (14)
- Facilitation of per year 14 trainings and workshops at state and district level and report preparation thereof.

#### **B. Handholding support for planning and implementation of water security plan**

- Inputs and monitoring of planning and implementation of water security plan.
- Support SPMU in all procurement and accounting activities under Atal Bhujal Yojana
- Develop adaptable Bid Documents for all procurements under Atal Bhujal Yojana;
- Establish back-office systems for management of procurement activities;
- Facilitate SPMU, DPMU and DIPs to encourage the community for adopting efficient water use practices identified during planning process.
- To Assist SPMU in facilitating convergence and coordination of various on-going Government schemes.

- Provide input and handholding support for implementing water security plan through bi-monthly visit to project districts.

**C. Support to SPMU in facilitating meetings and other activities**

- Provide support to SPMU in facilitating various project management activities like coordination and review meeting, organization of trainings and workshops.
- Facilitation support to SPMU in disseminating Scheme implementation guidelines issued by GoI & GoM, SPMU decision & strategies time to time to project stakeholders.

**D. Support to SPMU for engagement and management of NGOs/ DIPs**

- Develop guidelines for overall management of GP level agency / NGOs.
- To Assist to SPMU / DPMU in capacity building of support organization through various trainings for carrying out various tasks in preplanning, planning, implementation and post implementation stage of the scheme.
- Provide guidance to NGOs / DIPs for execution of key tasks like conducting baseline survey, preparing water security action plans, organizing capacity building events, initiating procurement & implementation of WSP etc.
- Develop template for preparing periodic progress report for NGOs / DIPs.
- To Assist to SPMU / DPMU in undertaking review on bimonthly basis. Bimonthly visits to each district by expert for 4 days to monitor performance. (total 6x4x13)
- Undertake NGOs/ DIPs performance monitoring exercise on annual basis and provide feedback to SPMU and DPMU.

**4. Project Area-**

Atal Bhujal Yojana (Atal-Jal) is being implemented in 1339 Gram Panchayats (GPs) from 38 Blocks/Talukas of 13 districts from Maharashtra State. The table presenting district wise number of Talukas, Gram Panchayats (GPs) & villages is presented below.

Sr. No.	District	No. of Taluka	Name of Taluka/Blocks	No. of GP	No. of villages
1	Pune	03	Baramati,Purandar,Indapur	110	118



2	Satara	03	Man, Khatav, Wai	114	114
3	Sangali	04	Kawathe Mahankal, Khanapur, Jat, Tasgaon	93	93
4	Solapur	04	Madha, Mohol, Malshiras, Pandharpur	115	117
5	Nashik	02	Deola, Sinnar	116	129
6	Ahemadnagar	03	Rahata, Sangmaner, Karjat	101	109
7	Jalgaon	04	Yawal, Raver, Amalner, Parola	101	114
8	Jalna	03	Jalna, Partur, Ghansawangi	50	50
9	Latur	04	Latur, Chakur, Nilanga, Renapur	121	136
10	Osmanabad	02	Osmanabad, Umarga	55	55
11	Amravati	03	Warud, Morshi, Chandur Bazar	217	217
12	Buldhana	01	Motala	68	68
13	Nagpur	02	Katol, Narkhed	78	123
<b>Total</b>		<b>38</b>		<b>1339</b>	<b>1443</b>

## 5.0- Required Team Composition-

5.1- Following Full time key personnel and support staff will be required for undertaking proposed work.

Sr. No.	Proposed Position	Education Qualification	Experience
<b>A. Key Expert (Full time staff at GSDA Headquarter up to Contract period)</b>			
1.	Team Leader Cum Social Development /Capacity Building Expert (01 NO.)	Post Graduate in Social Science/ Sociology	At least 08 years of experience in groundwater resource management especially related to community mobilization, capacity building and institution development; gender mainstreaming, PRA, SWOT analysis and, experience in working with multi-disciplinary teams, communities, farmers and civil society organizations-a must.

2.	IEC/Communication Specialist (01 No.)	Post Graduate in Rural Communication/ Sociology /social science / social work/ communication / journalism/ Agri. Extension	At least 08 years of experience of providing training and extension services in water / agriculture sector. Working experience in rural communication including design and compilation of IEC material, PRA and Farmer Field Schools (FFS), design of IEC material and grass root experience especially working with farmers & civil society organization – an advantage.
3.	Agriculture Expert (01 No.)	Post Graduate in Agriculture/Agriculture Engineering	At least 08 years of experience in agriculture sector, should have sound technical knowledge on crop water requirement, water saving practices, water budgeting, economic analysis of agri. Sector, farm practices for improving irrigation efficiency and micro irrigation; formation of FPOs/WUA etc. knowledge of ongoing Government (GoM & GOI) schemes run by Agri. Department, Soil and Water Conservation Dept., MI dept. etc. Should have working experience of Convergence of water saving schemes and demand side managements.
4.	Water conservation (01 No.) Expert cum Environment Expert	Post Graduate or Graduate in civil engineering / Agri. Engineering or Environmental Engineering	At least 08 years of experience in watershed management/ ground water resource management. Should have experience of survey, site selection, design, implementation of soil and water conservation structures; knowledge regarding water budgeting exercise; knowledge of ongoing Government (GoM & GOI) schemes run by Soil and Water Conservation Dept., MI dept. etc. Should have working experience of Convergence of supply side and demand side managements. Should have experience in dealing with environmental issues in various sectors-preferable water sector. Sound knowledge on environmental screening processes, environmental. Monitoring, environmental impact assessment and so on in project at grass root level.

			Experience in working with farmers and civil society organizations is preferable.
5.	GIS/MIS/IT Expert (01 No.)	Post Graduate in Geology/Geography/ with PG diploma/ Certificate course in GIS and Remote sensing OR Post graduate in IT with specialization in Remote Sensing and GIS applications and various IT softwares.	At least 08 years of experience regarding applications of various GIS softwares for monitoring GW and environment project, sound technical knowledge on data procurement (satellite, published map and data base) generation of thematic maps, training and handholding of junior Professionals. Must have experience in working with multidisciplinary teams. Must have at least 3 years of experience of GW Management Project.
6.	Procurement and Accounts Expert (01 No.)	Recognized Post Graduate degree in Accounting/ Finance/ Commerce or a related Finance Management discipline.	At least 10 years of experience in public procurement, of which at least 3 years in procurement management in an externally aided project. Should have proven ability to prepare procurement and finance/accounts documents, sound Knowledge of all concepts and principles of approaches to procurement & accounting, and public procurement system followed by State Government. Knowledge and understanding of technical, commercial and legal aspects of procurement at all phases with understanding of e-procurement. Should have sound knowledge in regard to vendor development, training and capacity building, and contract management.

<b>B. Support Staff (Full time at GSDA Headquarter up to Contract period)</b>			
<b>1.</b>	Data Entry Operators (02 No.)	Any Science or Commerce Graduate and MS-CIT passed , with excellent English and Marathi typing skills , well versed with the operation of MS-word, excel and Power point and internet handlings.	At least 03 years of experience in monitoring and data entry of any projects.
<b>2</b>	Multi-Tasking Assistants (MTA) (03 No.)	HSC (12 <sup>th</sup> ) Passed, with fair knowledge of computer handling.	

**Note-**

- 1) *Curriculum Vitae (CVs) of all the proposed key personnel (06) shall be submitted in given format of TECH-07. The proposed key personnel shall have required qualification and experience as prescribed in table above.*
- 2) *If the Bidder fails to provide CVs of all or some staff with required qualification and experience then the marks will be deducted according to the Evaluation criteria mentioned in this RFP document.*
- 3) *If any of the staff/expert of selected agency is/are not found suitable for the designated task/post as mentioned above; then the employer will have every right to demand for replacement and the Agency (DIP) shall replace the same with the competent ones, within a month of receipt of letter from the employer.*
- 4) *Similarly, if deployed staff/experts leave the firm of appointed DIP, replacement shall be made within a month by the concerned DIP.*

**5.2- In addition to the above Key personnel following Short term experts may be required to expedite the rolling out and implementation of scheme in the state.**

<b>Requirement of Short term experts for total 1440 person days during initial two and half years of assignment, as per the requirement of proposed methodology.</b>		
	<b>Required Qualification and experience</b>	<b>Types of Expertise required</b>
Team of Short term	Post graduate degree	1. Hydro geologists,

<p>Multidisciplinary experts as per the requirement of time and ToR/ Methodology/ Deliverables</p> <p><i>(ex. Approx.50-60 person days per month of consultants for 24-29 months (maximum 1440 person days) during initial two and half years of assignment)</i></p>	<p>with experience of 8 years in their subject.</p> <p>Should have an experience of working in Maharashtra.</p>	<ol style="list-style-type: none"> <li>2. Micro-irrigation experts</li> <li>3. Water Management Expert</li> <li>4. Civil Engineering Experts</li> <li>5. Convergence and governance experts,</li> <li>6. Documentation (content development) expert</li> <li>7. Training experts/Gender experts,</li> <li>8. Accountants, CA,</li> <li>9. Any other as per need of hour.</li> </ol> <p>Eithers of the above or in combination as per the requirement of methodology</p>
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**Key role of Short term experts will be as per following but not limited to as;**

1. Expertise required in Content development of various types of material for all types of stakeholders.
2. Expertise in preparation of IEC, capacity building, trainings and workshops plan.
3. Conducting and facilitating ToTs
4. Monitoring and evaluation of field level implementation and streamlining convergence in the scheme.
5. Preparation of implementation protocol for WSP and bid documents for works.
6. Technical expertise in execution of Supply and demand side interventions, etc.

## 6.0- Deliverables-

Deliverables	No. of report	Description	Time-frame	Payment percent w.r.t. agreed cost
<b>Staff deployment Report</b>	1	Deployment of Full time Key Experts and required Staff as per RFP	0 to 1 Month	NA
<b>Inception report</b>	1	<b>Inception Report</b> - containing Reports on 1) Rapid assessment of project, key issues, observations and solution for improvement, etc 2) Approach, Methodology and Roll out /Work Plan for streamlining the implementation of the Project. 3) Framework for preparation of Water Security Plan and strategy for convergence of schemes.	At the End of Second Month from Award	3.00
<b>Bimonthly Work Completion Report</b>	22	<b>Bimonthly Work Completion Report-</b> Report on Bimonthly activities performed by the agency and its team with respect to tasks assigned by the Project Director within but not limited to the scope of Project Management, Technical and Facilitation services as mentioned in RFP document.	At the End of 4 <sup>th</sup> , 6 <sup>th</sup> , 8 <sup>th</sup> , 10 <sup>th</sup> , 12 <sup>th</sup> Month and so on up to the contract period	91.00 (@ 4.13% per Report)
<b>Half Yearly Reports</b>	7	Draft and final versions about the design of M&E system for each component/ subcomponent as laid out in GP Level WSPs clubbed at State Level in mutually agreed formats. An updated report in cases where and M&E system for component/subcomponent of the program is designed, tested and launched.	April 15 <sup>th</sup> and October 15 <sup>th</sup> , every Year	4.00 (@0.5% per report)

<b>Mid term</b>	1	Background, Overall status of scheme implementation, Synthesis of periodic reports, major recommendations for State Ground Water Strategy to formalize policy and regulation, based on the program performance and results achieved from every GP, district to State level, Challenges, Points to be considered in future planning etc.	End of third year of implementation	1.00
<b>Final Report</b>	1	Synthesis of all work in the program, final M&E reporting. Should include final completion reports from every GP, District, Lesson learned, Best practices etc.	At the End of the Program or the Assignment, whichever is earlier	1.00

*Note: SA shall develop Project implementation Booklets in Marathi and guidelines, framework, protocol, etc. in Marathi and English language, both. All the progress reports should be in English Only.*

## **7.0- Payment Terms-**

GSDA will release payment as per deliverables mentioned in Clause 6.0 above to the DIP after **acceptance and approval of the Deliverable Reports.**

## **8.0- Reporting-**

The Support Agency will be reporting to the Project Director and Project Coordinator of State Program Implementation Unit (SPMU). The Agency shall carry out the assignment under the overall supervision of the Director, Groundwater Surveys and Development Agency, Pune with day-to-day reporting to the Project Coordinator, SPMU, Groundwater Surveys and Development Agency, Pune. The Agency shall submit timely progress reports, supported with data, wherever, as required, to the SPMU. The SPMU shall provide the SA with access to relevant data, documents necessary, Program sites and locations, as deemed necessary.

## **9.0-Support provided by the GSDA:**

1. The selected Agency needs to operate from the office of State Project Management Unit (SPMU), assigned in the Directorate, Groundwater Surveys and Development Agency (GSDA), Pune.
2. GSDA will provide space for office within the SPMU Office along with workstations especially for full time staff of SA,
3. Provide office equipment including computer, internet access, telephone facility, printing facility and stationery needed for full time staff.
4. GSDA will give access to all the required documents, correspondence & any other information associated with the projects as deemed necessary.
5. Logistical Cost of training / workshops / other IEC& capacity building events will be borne by GSDA; however, Travel allowances, Travel arrangements and logistic arrangements of the personnel and short term experts of SA shall be borne by the SA, itself.



## APPENDIX 1: TECHNICAL PROPOSAL FORMS

### TECH 1 - Letter of Proposal (on Bidder's Letterhead)

(Date or Reference)

To,  
The Hon. Director,  
Groundwater Surveys and Development Agency,  
K. B. Joshi Road, Shivajinagar,  
Pune, Maharashtra, Pin Code- 411 005

SUBJECT: ***PROPOSAL FOR SELECTION OF SUPPORT AGENCY (SA) FOR ASSISTING STATE PROJECT MANAGEMENT UNIT (SPMU) OF GROUNDWATER SURVEYS AND DEVELOPMENT AGENCY (GSDA) IN IMPLEMENTATION OF ATAL BHUJAL YOJANA IN THE STATE OF MAHARAHSTRA***

Dear Sir,

With reference to your RFP Document dated \_\_\_\_\_ I/We, having examined all relevant documents and understood their contents, hereby submit our ***PROPOSAL FOR SELECTION OF SUPPORT AGENCY (SA) FOR ASSISTING STATE PROJECT MANAGEMENT UNIT (SPMU) OF GROUNDWATER SURVEYS AND DEVELOPMENT AGENCY (GSDA) IN IMPLEMENTATION OF ATAL BHUJAL YOJANA IN THE STATE OF MAHARAHSTRA*** The proposal is unconditional and unqualified.

1. I/We acknowledge that the GSDA will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the SA and we certify that all information provided in the Proposal and in the Appendices is true and correct. Nothing has been omitted which renders such information misleading and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the SA for the aforesaid Project.
3. I/We shall make available to the GSDA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

4. I/We acknowledge the right of the GSDA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We declare that...
  - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the GSDA;
  - b. I/We do not have any conflict of interest as defined in this RFP Document;
  - c. I/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 this RFP document, 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, and
  - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the SA, without incurring any liability to the Bidders in accordance with this RFP document.
7. I/We declare that we are not a member of any other Consortium applying for Selection as a SA.
8. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the SA for the Project or which relates to a grave offence that outrages the moral sense of the community.
9. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
10. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the GSDA

(and/ or the Government of India) in connection with the selection of SA or in connection with the Selection Process itself in respect of the above mentioned Project.

11. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the SA for the Project is not awarded to me/us or our proposal is not opened or rejected.

12. I/We agree to keep this offer valid for 120 (one Hundred Twenty) days from the PDD specified in the RFP.

13. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in TECH-03.

14. In the event of my/our firm being selected as the SA, I/we agree to enter into an Agreement in accordance with the ToR of assignment and format as may be specified by GSDA.

15. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the GSDA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of SA.

16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

17. We/ I herewith submit and declare that my/our agency is not under declaration of ineligibility/banned/ blacklisted by any Central/State Government Organizations or Departments in India at the time of submission of the Proposal for fraudulent or corrupt practices or for any reason. If found later then our/my agency will be liable for disqualification from the process and also from the contract.

18. I/We agree and undertake to abide by all the terms and conditions of the RFP Document In witness thereof, I/we submit this Proposal under and in accordance with the Terms Of the RFP Document.

Yours faithfully,

(Signature, name, and designation of the authorized signatory)

(Name and seal of the Bidder/ Lead Member)

## TECH-02 - Particulars of the Bidder

S.No.	Title	Description
1	Name of the Bidder	
2	Legal status (Proprietorship/ partnership/ <i>NGO/Public Trust</i> , etc.) and registration/incorporation no.	
3	GST and PAN number	
4	Country of incorporation	
5	Registered address of Bidder	
6	Date of Incorporation	
7	Year of commencement of business	
8	Principal place of Business	
9	Name of the authorized signatory	
10	Designation of authorized signatory	
11	Address of authorized signatory	
12	Phone no	
13	Email address	
14	In case of non-Indian firm, does the firm have business presence in India	Yes/No
15	Is the Bidder has been blacklisted by any Government department/Public Sector Undertaking in the last five years	
16	<p>(Signature, Name, Designation of the Authorized Signatory)</p> <p>For and on behalf of .....</p>	

**TECH-03-Power of Attorney (To be submitted on stamp paper of Rs 500/-)**

Know by all means by these presents,

We, ..... (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize, Mr./ Ms. .... son/daughter/wife and presently residing at ..... , who is presently employed with/ retained by us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things, as are necessary or required in connection with or incidental to submission of our proposal for and selection as the **"SA for assisting SPMU of GSDA in implementing Atal Bhujal Yojana in state of Maharashtra "**, proposed to be developed by the GSDA, Maharashtra, Pune (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the GSDA, representing us in all matters before the GSDA, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the GSDA in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the GSDA.

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

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

For.....

(Signature, name, designation, and address)

**Witnesses:**

1.

2.

**Notarized:**

**Accepted**

.....(Signature, name, designation and address  
of the Attorney)

**TECH-04 - Financial Capacity of the Bidder duly signed by statutory auditor or CA**

S. No.	Financial Year	Annual Turnover of the Agency from Consultancy Services (INR)	Annual Net Worth of the Agency (INR)
1	2017-18		
2	2018-19		
3	2019-20		
<b>Average</b>			

**Certificate from the Statutory Auditor\*/CA**

This is to certify that, ..... (Name of the Bidder) has an average annual turnover from the consultancy services for last three years of Rs------( In Words Rs-----) and has an average annual net worth of Rs----- ( In Words Rs-----)

(Signature, name, designation of the authorized signatory)

Date:

Name and seal of the Firm

\* In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.



## **TECH-05 - Description of Approach, Methodology, and Work Plan**

(in response to the Terms of Reference.)

A description of the approach, methodology and work plan for performing the assignment; including a detailed description of the proposed methodology and staffing. Suggested structure...

### **B. Technical Approach and Methodology**

Explain understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology for implementing the tasks to deliver the expected output(s), and the degree of detail of such output.

Please do not repeat/copy the TORs in here.

### **C. Work Plan**

Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations and tentative delivery dates of the monthly progress reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.

### **D. Organization and Staffing**

Describe the structure and composition of your team, including the list of the Key Personnel, Sector Experts, Support Team and Relevant Technical and Administrative Support Staff.

## TECH-06 – Relevant Assignment of Bidder.

S.No.	Title	Description
1	Name of the Company	
2	Assignment Name	
3	Description of the Assignment	
4	Approximate value of Contract	
5	Approximate value of the services	
6	Country	
7	Location within country	
8	Duration of the Assignment	
9	Name of the Client	
10	Client address and contact information	
11	Lead member/ other member	
12	No of staff months	
13	No of staff months provided by your company	
14	Start date (month / year)	
15	Completion date	

Note:

1. Use separate sheet for each Relevant Assignment.
2. Each Relevant Assignment shall not exceed 2 pages.
3. For claiming the experience the agency must submit the documentary evidence such as work order/MOU/ contract agreement (only selected pages as mentioned in Eligibility criteria) and experience or completion certificates.

**TECH-07 – Curriculum Vitae of Proposed Key Expert as required for Team Composition mentioned in ToR**

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

	Positions held:
12	Detailed Tasks Assigned  [List all tasks to be performed under this Assignment/job]

13	<p>Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p>[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]</p> <p>Name of Assignment/job or Project: Year: Location: Employer: Main project features: Positions held: Activities performed:</p>
14	Certification:

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

I also declare that I have not given my CV to any other organization and if found so GSDA may disqualify me at its own discretion.

Date:

[Signature of the CV Holder]

Place:

[Signature of authorized signatory of the Bidder]:

### **3.8 TECH-08 – – Bid securing Declaration Form (To be submitted on Bidder letter Head)**

#### Bid Securing Declaration Form

Date: \_\_\_\_\_

RFP No. \_\_\_\_\_

To (insert complete name and address of the Bidder)

I/We. The undersigned, declare that:

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

I/We accept that I/We may be disqualified from bidding / any contract with Central and any Government of Maharashtra tenders/RFPs for a period of three years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (i) Have withdrawn bid or increases quoted prices during the period of bid validity or its extended period, if any.
- (ii) Have fails to sign the Contract or to furnish Performance Security in the form of Bank Guarantee / Demand Draft within specified time in accordance with the format given in the tender document.
- (iii) If during the bid process, I/We indulge in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- (iv) If during the bid process, our any information is found false/ fraudulent/ malafide.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- (i) the receipt of your notification of the name of the successful Bidder; or
- (ii) Thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)  
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

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