



**State Water and Sanitation Mission (SWSM),**

Water Supply and Sanitation Department,

Government of Maharashtra

**Request for Proposal**

for

Appointment of Consulting Firm for Internal Audit & PFMS support under Jal Jeevan Mission program in the state of Maharashtra through State Water and Sanitation Mission

**e-Tender Notice No. WSSD/SWSM/JJM/PFMS/CA/CR-48/2020**

**Issued by: Mission Director**

**State Water and Sanitation Mission**

**Water Supply and Sanitation Department**

1st Floor, CIDCO Bhawan, CBD Belapur (South Wing) Navi Mumbai – 400  
614

Tel: 022-27562546/27562363

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## LIST OF ABBREVIATION

AMC	Annual maintenance Contract
CMCD	Construction Management Computerization Division
CR	Change Request
DE	Deputy Engineer
DD	Demand Draft
DC	Data Centre
DR	Disaster Recovery
EE	Executive Engineer
EMD	Earnest Money Deposit
FRS	Final Requirement Specifications
GCD	Governance Computerization Division
GoM	Government of Maharashtra
GPR	Government Process Reengineering
ICT	Information Communication Technology
CMCD	Construction Management Computerization Division
IPR	Intellectual property rights
JE	Junior Engineer
LBH	Length, Breadth, Height
LOC	Letter of Credit
MIS	Management Information System
NIT	Notice for Inviting Tenders
PBG	Performance Bank Guarantee
QCBS	Quality cum Cost Based Selection
QC	Quality Control

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RFP	Request For Proposal
RGT	Requirement Gathering Template
SD	Security Deposit
SLA	Service Level Agreement
SI	System Integrator
TS	Technical Score
UAT	User Acceptance Testing
VD	Virtual Document
SWSM	State Water and Sanitation Mission
CVC	CVC – Central Vigilance Commission

#### Definition

Sl. No.	Term	Definition
1.	Client	The Mission Director, Jal Jeevan Mission, State Water and Sanitation Mission, Government of Maharashtra, who invites the bid and signs the contract with the selected Consultant.
2.	SWSM	Water Supply and Sanitation Mission, Government of Maharashtra.
3.	Consultant	Any eligible individual, entity, or association providing consultancy services under the Contract.
4.	Contract	The agreement between Client and Consultant including all documents (General Conditions, Specific Conditions, ToR, Appendices).
5.	Project Specific Info	Part of Instructions to Consultants reflecting specific project and assignment conditions.
6.	Day	Calendar day.
7.	Data Sheet	Part of RFP supplementing or amending Instructions to Consultants for specific country and assignment conditions.
8.	GoM	Government of Maharashtra.
9.	Instructions to Consultants	Document guiding shortlisted consultants on proposal preparation.
10.	Key Experts	Professionals critical to contract performance, evaluated individually through CVs.

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11.	Non-Key Experts	Professionals assigned who are not individually evaluated.
12.	Experts	Collective terms for Key Experts, Non-Key Experts, or other professional personnel.
13.	Proposal	Technical and Financial Proposal submitted by consultant.
14.	RFP	Request for Proposal prepared by Client for Consultant selection.
15.	Assignment/Job	Work undertaken by Consultant per Contract.
16.	Sub-Consultant	Person or entity subcontracted for part of the Assignment/Job.
17.	Terms of Reference (ToR)	Document explaining objectives, scope, tasks, responsibilities, and deliverables of Assignment.
18.	Joint Venture (JV)	Association of entities with joint and several liabilities and a lead member conducting business on behalf of all.
19.	Services	Consultancy work including internal audit, PFMS support, accounting, and related services.
20.	Purchaser	State Water and Sanitation Mission (SWSM), Maharashtra.
21.	Bidder	Organization submitting the tender and awarded Contract by Purchaser.
22.	Goods	Software, products, or materials to install and maintain under Contract.
23.	Intellectual Property Rights (IPR)	Rights covering patents, copyrights, trademarks, software, and proprietary information related to Contract.
24.	Business Day	Any day except Sunday or public holidays.
25.	Parties	Purchaser, Bidder, Application Service Provider (if any), OEM; "Party" means any one of them.
26.	Confidential Information	Any information disclosed relating to the Contract or Parties which is confidential by nature or designation.
27.	Contract Value	Price payable to consultant for full contractual performance.
28.	Document	Any recorded text, images, sound, code, or electronic data related to Contract.
29.	Effective Date	Date Contract comes into force per Purchaser's notice to consultant to begin work.
30.	Multi-Site	Capability to run multiple sites on the same software code base.
31.	CA Firm	Chartered Accounting Firm
32.	CAG	The Comptroller and Auditor General (CAG) of India is the supreme audit authority established under Article 148 of the Constitution of India.



# 1. Invitation of Bid

## 1.1. Tender Notice

**eTender no.: WSSD/SWSM/JJM/PFMS/CA/CR-48/2020**

**Dated    /09/2025**

Online digitally sealed bids are hereby invited by the Mission Director, State Water and Sanitation Mission (SWSM) on behalf of the Government of Maharashtra from qualified Consulting Firms having experience in Internal Audit, Statutory/Concurrent Audit, Accounting, or PFMS/Financial Management support services, and financially sound bidders meeting the eligibility criteria as per the detailed prequalification conditions, for the following work.

**Name of Work:** Appointment of Consulting Firm for Internal Audit & PFMS support under Jal Jeevan Mission program in the State of Maharashtra through State Water and Sanitation Mission

Sl. No.	Particulars	Details
1.	Date of publishing	29/ 01/2026
2.	Last date & Time for sending requests for clarifications (Signed PDF and editable copy) on actjjm1@gmail.com	02/ 02/2026, 15.00 hrs.
3.	Pre-bid meeting date and Place	03 / 02/2026, 15.00 hrs. State Water and Sanitation Mission, 1 <sup>st</sup> Floor, South Wing, CIDCO Bhawan, CBD Belapur, Navi Mumbai – 400 614
4.	Online bid document purchase and download	29 / 01/2026
5.	Last Date (deadline) & Time for Online Bid submission	12/ 02/2026, 17.00 hrs.
6.	Date and Time for Opening of Technical Application	13/ 02/2026, 17.00 hrs.

Note: In case, there is holiday on any of the dates mentioned above, the activities assigned on that date shall be carried out on the next working day.

1. The details can be viewed from [www.water.maharashtra.gov.in](http://www.water.maharashtra.gov.in) or [www.wssso.in](http://www.wssso.in) and downloaded online directly from Government of Maharashtra website [www.mahatenders.gov.in](http://www.mahatenders.gov.in)
2. Right to revise or amend this notice and / or bid documents fully or partly, prior to the last date of notice for submission of offers or any subsequent date is reserved by the undersigned.

**Mission Director**

**State Water and Sanitation Mission**

## 1.2. Fact Sheet

#	Information	Details
<b>A. Introduction</b>		
1.	Project Name	Appointment of Consulting Firm for Internal Audit & PFMS support under Jal Jeevan Mission program in the State of Maharashtra through State Water and Sanitation Mission
2.	Bid Document Price	Rs. 20000 (Rupees Twenty Thousand Only)
3.	Earnest Money Deposit (EMD)	Rs. 2,00,000/- (Rupees Two lakh only)
4.	Performance Security	5% of the total contract value. Within one month from the date of the notice of award of the contract or prior to signing of the contract whichever is earlier or as intimated in the work order issued by SWSM
5.	Contract duration	2 (Two) Years
<b>B. Bid Language and Validity</b>		
6.	Language of Bid	English
7.	Bid Validity Period	120 Calendar Days from the Date of Opening of Bid
8.	Performance Security Validity Period	4 months after expiry of all the contractual obligations or payment of final bill whichever is later (including defect liability period or payment of final bill whichever is later).
<b>C. Important Dates</b>		
9.	Publish Date	29/ 01/2026
10.	BID Document download start date and time	29/ 01/2026
11.	Last date for submission of written queries for clarifications	02/ 02/2026, 15.00 hrs
12.	Query Submission	To be submitted via e-mail only.  <i>Kindly refer to section clause no of Instructions to bidder, for query format.</i>
13.	Place, Time and Date of pre-bid meeting	03 / 02/2026, 15.00 hrs. State Water and Sanitation Mission, 1 <sup>st</sup> Floor, South Wing, CIDCO Bhawan, CBD Belapur, Navi Mumbai – 400 614
14.	Bid Submission Start Date	29/01/2026

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15.	Contact Person for clarification of Queries	Procurement Cell, State Water and Sanitation Mission ,1st Floor, CIDCO Bhavan, CBD Belapur, Navi Mumbai, Maharashtra 400614
16.	Contact Information	Email Id: <a href="mailto:actijm1@gmail.com">actijm1@gmail.com</a>
17.	Bid Submission End Date	12/ 02/2026, 17.00 hrs
18.	Place, Time and Date of opening <b>technical proposals</b> received in response to the Bid Document notice	13/ 02/2026, 17.00 hrs  <b><u>Mission Director</u></b>  State Water and Sanitation Mission ,1st Floor, CIDCO Bhavan, CBD Belapur, Navi Mumbai, Maharashtra 400614
19.	Place, Time and Date of opening of financial proposals received in response to the Bid Document notice	Date will be conveyed online
<b>D. Mode of Selection</b>		
20.	Quality cum Cost Based Selection (QCBS) Method	Technical: 80 Marks and Financial: 20 Marks
<b>E. Contract Agreement</b>		
21.	Signing of Contract Agreement with SWSM	Within 15 days after the issue of work order.

## 2. Pre-Qualification Criteria

PQ	Basic Requirement	Qualification Criteria	Documentary Evidence
PQ1	Legal Entity	The Consulting firm must be a Chartered Accountant (CA) firm, duly registered with the Institute of Chartered Accountants of India (ICAI) and empaneled with the Comptroller and Auditor General (C&AG) of India for major audit assignments for the financial year 2024-25 & 2025-26. The firm should also hold a valid Goods and Services Tax (GST) registration	<ul style="list-style-type: none"> <li>a) Copy of ICAI registration certificate</li> <li>b) Major Audit Empanelment certificate from C&amp;AG for 2024-25 &amp; 2025-26</li> <li>c) GST registration certificate</li> <li>d) Firm registration/incorporation or partnership deed</li> </ul>
PQ2	Experience	The Chartered Accountant firm must have a minimum of five full-time Fellow Chartered Accountant (FCA) partners, as certified by ICAI, as of January 1, 2025. Additionally, the firm should possess at least three years of relevant audit experience with major government or public sector organizations.	<ul style="list-style-type: none"> <li>a) Firm Card &amp; Firm Constitution Certificate issued by the Institute of Chartered Accountants of India (ICAI) confirming the number of full-time FCA partners as of January 1, 2025.</li> <li>b) Copies of Work Orders or Completion Certificates, or Contract documents from government, public sector, or semi-government organizations evidencing relevant audit experience of Centrally Sponsored Scheme.</li> </ul>
PQ3	Turnover	The Chartered Accountant firm should have a minimum average annual turnover of ₹300 lakhs during the last three financial years (FY 2022-23, 2023-24 & 2024-25)	<ul style="list-style-type: none"> <li>a) Audited financial statements for the last three financial years (FY 2022-23, 2023-24 &amp; 2024-25).</li> <li>b) Certificate from the statutory auditor or a Chartered Accountant certifying the average turnover.</li> <li>c) Copies of Income Tax Returns and GST Returns</li> </ul>
PQ4	Technical Capability	The Chartered Accountant firm must have completed or be engaged in Internal/Statutory Audit assignments of any Centrally Sponsored Scheme for the financial years 2022-23, 2023-24 & 2024-25 meeting	Copy of Work Order(s) or Completion Certificate(s) or Contract document(s) signed by a competent authority, clearly stating the scope, cost, status, districts covered, and

		<p>one of the following criteria:</p> <p>a) Three completed/ongoing work orders, each costing not less than 40% of the estimated cost i.e. Rs 49.8 Lakh; OR</p> <p>b) Two completed/ongoing work orders, each costing not less than 50% of the estimated cost; i.e. Rs 62.25 Lakh OR</p> <p>c) One completed/ongoing work order costing not less than 80% of the estimated cost Rs 99.6 Lakh. Above Each work order must cover at least 20 districts.</p>	contact details of the reference person.
PQ8	Maharashtra Experience	<p>The Chartered Accountant firm should have completed or be engaged in at least three State-level Internal/Statutory Audit assignments of Externally Aided or Centrally Sponsored projects that have utilized the Public Financial Management System (PFMS) for fund flow and expenditure during the last three financial years (FY 2022-23, 2023-24, and 2024-25). These assignments must be in Maharashtra, cover at least 20 districts each, and have a minimum value of ₹50 lakhs inclusive of GST.</p>	<p>a) Copy of appointment letters</p> <p>b) The assignments must explicitly state PFMS usage, coverage of at least 20 districts, assignment value of ₹50 lakh or more, and location in Maharashtra</p>
PQ9	Local Office	<p>The Chartered Accountant firm must have a Head Office or branch office located in Mumbai, Thane, or Navi Mumbai as of January 1, 2025. The office should be headed by FCA partners who have been associated with the firm for at least the past five years.</p>	<p>a) ICAI Firm Card as of January 1, 2025</p> <p>b) Partnership deed specifying the date of joining of FCA partners</p> <p>c) Self-certified letter from an authorized signatory specifying the addresses and contact details of the Head Office or branch office in Maharashtra</p>
PQ10	State Language	The Chartered Accountant firms must provide an undertaking	A Self undertaking on a non-judicial stamp paper of ₹500, duly

		on a ₹500 Stamp Paper affirming that the partners and staff of the firm based in Maharashtra are proficient in the State Official Language, Marathi, including reading, writing, and understanding.	signed by an authorized signatory of the Chartered Accountant firm, affirming that the partners and staff in Maharashtra are proficient in reading, writing, and understanding the State Official Language (Marathi).
PQ11	Blacklisting	The Chartered Accountant firm, as well as any of its partners, must not have been blacklisted or debarred by any Central or State Government department, Public Sector Undertaking (PSU), Union Territory, Local Authority, or any other government organization in India in the last ten years.	A Self affidavit on a non-judicial stamp paper of ₹500, duly signed by an authorized signatory of the firm, affirming the above declaration.

**Note-1**

- A. The firm should not apply in Joint Venture or in association with any other firm. Such proposals will be summarily rejected. However, subcontracting is allowed.
- B. Firms not meeting the minimum qualification criteria must not apply; such proposals will be summarily rejected.

**Note-2**

Centrally Sponsored Schemes (CSS) are schemes implemented by State Governments but predominantly funded by the Central Government with a defined cost-sharing ratio between Centre and States (such as 50:50, 90:10, 75:25, or 70:30). Currently, there are multiple CSSs which are umbrella programs comprising many sub-schemes.

**Examples of Centrally Sponsored Schemes include:**

- Green Revolution
- White Revolution
- Blue Revolution
- Pradhan Mantri Gram Sadak Yojana (PMGSY)
- Pradhan Mantri Krishi Sinchai Yojana (PMKSY)
- Pradhan Mantri Awas Yojana (PMAY)
- Swachh Bharat Mission
- Mid-Day Meal Scheme
- National Livelihood Mission

- Schemes for Scheduled Castes and Minorities Development
- Mahatma Gandhi National Rural Employment Guarantee Scheme (MGNREGS)

These schemes are designed to promote national objectives with shared funding and implementation responsibilities between Centre and States.

**Evaluation of the Bidder:**

- a. Based on the technical evaluation criteria, only those bidders who qualify in the technical evaluation will be shortlisted for commercial evaluation.
- b. Final Selection will be based on QCBS (Quality & Cost Based Selection) evaluation

**Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:**

- Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

### 3. Disclaimer

1. The information contained in this Request for Proposal (“RFP”) document or subsequently provided to the Bidders by or on behalf of the State Water and Sanitation Mission (SWSM), Maharashtra (hereinafter referred to as the “SWSM”), its employees, or advisors, is provided on the terms and conditions set out in this RFP and subject to such other conditions as may apply.
2. This RFP is not an agreement and neither constitutes an offer nor an invitation by the SWSM to prospective consulting firms or any other party. Its purpose is solely to provide interested Bidders with information useful in preparing their proposals. The information in this document may not be complete, accurate, or up to date.
3. This RFP contains statements reflecting various assumptions and assessments made by the SWSM. These do not purport to contain all information that each Bidder may require and should not be relied upon as statements of fact.
4. The SWSM makes no representations or warranties and shall incur no liability under any law or otherwise for any loss or damage arising from the use of or reliance on this RFP document by any Bidder or other party.
5. Neither the SWSM nor its employees, agents, or advisors accept any responsibility or liability with respect to the accuracy, completeness, or reliability of the RFP document.
6. Each Bidder is responsible for conducting its own due diligence and investigations and should not rely solely on the information provided herein.
7. The SWSM reserves the right to amend, modify, or supplement this RFP, including eligibility criteria or evaluation methodology, at its sole discretion and without any obligation to notify Bidders in advance.
8. The SWSM is not obligated to select any Bidder or to award any contract and reserves the right to reject any or all proposals without assigning reasons.
9. All costs and expenses incurred by Bidders in preparing and submitting proposals are the sole responsibility of the Bidder.
10. Bidders must promptly notify the SWSM of any ambiguities, discrepancies, or errors identified in this document.
11. Though adequate care has been taken in preparing this RFP, Bidders should satisfy themselves that the document is complete in all respects. Any discrepancy should be brought to the notice of the Mission Director, Jal Jeevan Mission (SWSM) immediately before or at the pre-bid meeting in writing.



## 4. Project Background and Objectives

### 4.1. Project Background

The Jal Jeevan Mission (JJM) is a flagship program of the Government of India aimed at providing safe and adequate drinking water through individual household tap connections by 2024 to all households in rural India. The State Water and Sanitation Mission (SWSM), Maharashtra, is the nodal agency responsible for implementing JJM in the state through various implementing agencies including Zilla Panchayats (ZPs), Maharashtra Jeevan Pradhikaran (MJP), and Ground Water Surveys and Development Agency (GSDA).

To ensure transparency, accountability, and effective utilization of funds under JJM, there is a critical need for comprehensive audit services including Internal Audit and Public Financial Management System (PFMS) support. The SWSM requires appointment of a qualified Chartered Accountant firm to provide these essential services across 112 accounting centers in Maharashtra, covering the State office, 34 ZP offices, 36 MJP offices, and 41 GSDA offices.

### 4.2. Objective

#### 4.2.1. Statutory Audit Services Objective

The essence of the Audit Policy is to ensure adequate independent professional audit assurance that:

- Funds received by implementing agencies are used for intended purposes
- Annual Project Financial Statements are free from material misstatement
- Terms of fund release are complied with in all material respects

The audit objectives include providing professional opinion on whether:

1. Project Financial Statements give a true and fair view of sources and applications of project funds
2. Funds were utilized for intended purposes
3. Procurement procedures prescribed in the Maharashtra Procurement Manual were followed
4. Financial Management Reports submitted by project management are reliable

#### 4.2.2. Internal Audit Services Objective

Internal Audit aims to add value and improve organizational operations by:

- Providing independent, objective-oriented assessment to accomplish project objectives
- Bringing systematic, disciplined approach to evaluate and improve risk management, control and governance processes
- Expressing independent professional opinion on efficiency, effectiveness and economy of program operations

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- Evaluating adequacy and effectiveness of financial management and internal control systems
- Ensuring compliance with project implementation guidelines and procedures
- Providing timely information and recommendations for system improvements

Key objectives include:

- Ensuring voucher/evidence-based payments to improve transparency
- Ensuring accuracy and timeliness in maintenance of books of accounts
- Improving accuracy and timeliness of financial reporting, especially at sub-district levels
- Ensuring compliance with established systems, procedures and policies
- Regularly tracking, following up and settling advances on priority basis
- Assessing and improving overall internal control systems

## 5. E-Tendering Online Submission Process

GOVERNMENT E-PROCUREMENT SYSTEM has successfully rolled out the e-bid submission Tendering System through its web site <http://mahatenders.gov.in>. Tenders of various Departments have been uploaded, their bids submitted and the same have been opened on line. Bids for various tenders published in the web site of Government Departments can be submitted online by enrolling with the above-mentioned web site

The Bidders can enroll themselves on the website <http://mahatenders.gov.in> using the option, 'Online Bidder Enrolment'. This enrolment is free at this point of time. Possession of a Valid Class III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <http://mahatenders.gov.in> under the link 'Information about DSC'.

The web site also has user manuals with detailed guidelines on enrolment and participation in the online bidding process. The user manuals can be downloaded for ready reference. Vendors can also attend the training/familiarization program on the e-tendering system conducted periodically by the GOVERNMENT E-PROCUREMENT SYSTEM in association with NIC.

Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e Procurement Portal

1. Bidder should do Online Enrolment in this Portal using the option 'Click Here to Enroll' available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as e-Mudhra CA /GNFC/IDRBT/ MtnlTrustline /SafeScript /TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrolment.
3. The e-token that is registered should be used by the Bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under 'My Documents' option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7. The BOQ template must not be modified /replaced by the Bidder and the same should be uploaded after filling the relevant columns, else the Bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the e Procurement Portal, or through the contact details given in the tender document. Bidder should consider of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender.
11. The Bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. The Bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.

13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, Bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, the Bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
15. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the Bidders due to local issues.
16. The Bidder has to submit the bid documents online mode only, through 'e' tendering process
17. . Offline documents will not be handled through this system.
18. At the time of freezing the bid, the e Procurement system will give a successful bid Updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the Bidders will be digitally signed using the e-token of the Bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the Bidder is received and stored in the system. System does not certify for its correctness.
21. The Bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The Bidders should adhere to this time during bid submission.
23. All the data being entered by the Bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online e Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
26. Proposals not submitted online will not be entertained.
27. If for any reason, any interested consulting firm fails to complete any online stages during the complete tender cycle, department shall not be responsible for that and any grievance regarding that shall not be entertained.
28. Proposal shall be submitted in two Envelopes i.e. Technical Bid in Envelope-A & Price Bid in Envelope-B through e-Tendering procedure only on <http://mahatenders.gov.in> portal (Technical Bid and Price Bid collectively shall be referred to as "Proposal").
29. The bidder's firm should obtain the required digital signature for submission of online bid.
30. A portal fee of Rs. 500/- is commonly charged from bidders during the online bid submission process as a portal fee.

## 6. Instructions to Bidders

### 6.1 Cost of Bid Document

The Cost of Tender document INR 23600 to be submitted online.

### 6.2 Consortium and Joint Ventures

- a. Consortium/Joint-Venture is allowed.
- b. The consortium shall not consist of more than two companies/Corporations and shall be formed under a duly stamped consortium agreement.
- c. A bidder cannot be a partner in more than one consortium.
- d. Members of the Consortium shall nominate one member as the lead member (the "Lead Member/Lead Bidder").
- e. The bidder or lead member and Consortium Member of the consortium shall be an information technology and communication company/ Corporation. Every member of consortium shall be equally responsible and jointly and severally liable for the successful completion of the entire project. In case of any issues, Lead member shall be responsible for all the penalties.
- f. In case of a consortium, the Lead Bidder would need to submit an agreement with the other member of consortium (i.e., Consortium Agreement) for the contract clearly indicating the division of work and their relationship.
- g. In case of consortium at least one member should meet the pre-qualification criteria and technical qualification criteria or Technical Evaluation.
- h. Failure to comply with any of the above consortium/JV criteria will result in summary rejection of the bid.

### 6.3 Completeness of Response

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. 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.
2. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD

### 6.4 Right to Terminate the Process

1. SWSM may terminate the RFP process at any time and without assigning any reason and SWSM shall not be held responsible for any cost incurred by the bidder in bid preparation.
2. SWSM reserves the right to amend/edit/add delete any clause of this Bid Document. However, this will be informed to all and will become part of the bid /RFP.

### 6.5 Earnest Money Deposit and Refund

1. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
2. Unsuccessful bidder's EMD shall be returned to the unsuccessful bidder within 120 days from the date of opening of the financial bid.
3. EMD of Successful bidder will be returned after the award of contract and submission of the performance security within specified time, if bidder failed to submit the performance security in specified time period, then SWSM has rights to forfeit the EMD.

4. The bidder shall submit the EMD online in MAHATENDER portal through payment gateway by using Credit Card/ Debit Card/ Net banking/ NEFT/RTGS.
5. The EMD may be forfeited:
  - If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
  - If successful bidder fails to sign the Contract or to furnish Performance Security within specified time in accordance with the format given in the RFP.
  - If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation. The decision of the SWSM regarding forfeiture of the Bid Security shall be final and binding upon bidders.
  - If during the bid process, any information is found false/fraudulent/malafide, then SWSM shall reject the bid and, if necessary, initiate action.
  - The decision of the SWSM regarding forfeiture of the EMD shall be final and binding upon bidders

## 6.6 Proposal Preparation Costs

1. The bidder shall submit the bid at its cost and SWSM shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over SWSM and SWSM shall be at liberty to cancel any or all bids without giving any notice.
2. All materials submitted by the bidder shall be the absolute property of SWSM and no copyright /patent etc. shall be entertained by SWSM.

## 6.7 Amendment of RFP Document

1. All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.
2. The Bidders are advised to visit the websites / portal on regular basis to check for necessary updates. The SWSM also reserves the right to amend the dates mentioned in this RFP.

## 6.8 Supplementary Information to the RFP

If SWSM deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP

## 6.9 Authentication of Bid

1. Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid.
2. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.
3. Power of Attorney executed by the Bidder in favour of the duly authorised representative, certifying him as an authorised signatory for the purpose of this bid.

## 6.10 Language of Bids

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Application may be in any other language if they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered.

For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail

## 6.11 Patent Claim

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and SWSM is required to pay compensation to a third party resulting from such Infringement, the Bidder shall be responsible for such compensation, including all expenses, court costs, lawyer fees etc. SWSM shall give notice to the Successful Bidder(s) of any such claim and recover it from the bidder.

## 6.12 Data/ Software Prepared by the Successful Bidder(s) to be the Property of the SWSM

All plans, specifications, reports, software with source code, other documents, latest source /Installed code of the application and data shall be absolute property of SWSM. The Successful Bidder(s) shall not use, share this information, software etc. anywhere, without taking permission, in writing, from the SWSM and the SWSM reserves the right to grant or deny any such request.

## 6.13 Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.

## 6.14 Bid Submission Instructions

Complete bidding process will be online (e-Tendering) in two envelope systems. Submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	Instructions
Envelope A: Pre-qualification Proposal	The Pre-qualification and Technical Qualification Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in this RFP  Each page of the Pre-qualification and Technical Qualification Proposal should be signed and stamped by the Authorized Signatory of the Bidder. The proposal should be submitted through online bid submission process only.
Envelope B: Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in <a href="#">Annexure-II</a> of the RFP.  Each page of the Financial Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Financial Proposal should be submitted through online bid submission process only.

The following points shall be kept in mind for submission of bids:

7. SWSM shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.



8. The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
9. SWSM may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
10. Financial Proposal shall not contain any technical information.
11. If any Bidder does not qualify the prequalification criteria stated in [Section 2](#) of this RFP, the technical and financial proposals of the Bidder shall not be opened in the e-Tendering system. Similarly, if the Bidder does not meet the technical evaluation criteria, the financial proposal of the Bidder shall be unopened in the e-Tendering system.
12. It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which SWSM reserves the right to reject the proposal.
13. Proposals sent by fax/ post/ courier shall be rejected.

## 6.15 Late Proposal and Proposal Validity Period

Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the proposals submitted before deadline shall be till 120 days from the date of submission of the proposal.

## 6.16 Modification and Withdrawal of Proposals

No Proposal shall be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the Proposal form. Entire EMD shall be forfeited if any of the Bidders withdraw their proposal during the validity period.

## 6.17 Disqualification of Bids

The Proposal is liable to be disqualified in the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFP:

- Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming Proposal.
- During validity of the Proposal, or its extended period, if any, the Bidder increases his quoted prices.
- The Bidder qualifies the Proposal with his own conditions.
- Proposal is received in incomplete form.
- Proposal is not accompanied by all the requisite documents.
- EMD not submitted.
- If the Bidder provides quotation only for a part of the Project.
- Information submitted in Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Contract (no matter at what stage) or during the tenure of the Contract including the extension period, if any
- Commercial Proposal is enclosed with the Technical Proposal.
- Bidder tries to influence the Proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the Bid process.
- In case any one Bidder submits multiple Proposals or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified, unless additional Proposals/Bidders are withdrawn upon notice immediately.



- Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter a Contract within stipulated time of the date of issue of Letter of Intent or within such extended period, as may be specified by the SWSM.
- While evaluating the Proposals, if it comes to the SWSM's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of Proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the RFPs floated by the SWSM.
- If the Bid Security Pre-Qualification Proposal, Technical Proposal contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the Bid.
- If the bidder did not submit the required documents in Pre-qualification, technical proposal

## 6.18 Acknowledgement of Understanding of Terms

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations

## 6.19 Pre-BID Meeting

A Pre-Bid Meeting will be hosted by SWSM on the date, time and place specified in RFP section no. 1.2 Fact Sheet section with a view to clarify issues and to answer queries on any matter that may be raised by the prospective bidder at that stage.

The representatives of the bidders may attend the pre-bid meeting at their own cost. Pre-bid meeting of the interested parties shall be convened at the designated date, time and place. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.

During the course of Pre-bid meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

Any modifications of the RFP Documents, which may become necessary as a result of the Pre-Bid meeting, shall be made by SWSM exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of SWSM.

Any corrigendum/notification issued by SWSM, after issue of RFP, shall only be available/hosted on the website URL: <https://mahatenders.gov>. in Any such corrigendum shall be deemed to be incorporated into this RFP.

A Pre-Bid Meeting will be hosted by SWSM on the date, time and place specified in RFP section no. 1.2 Fact Sheet section with a view to clarify issues and to answer queries on any matter that may be raised by the prospective bidder at that stage.

The representatives of the bidders may attend the pre-bid meeting at their own cost. Pre-bid meeting of the interested parties shall be convened at the designated date, time and place. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.

During the course of Pre-bid meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

Any modifications of the RFP Documents, which may become necessary as a result of the Pre-Bid meeting, shall be made by SWSM exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of SWSM.

Any corrigendum/notification issued by SWSM, after issue of RFP, shall only be available/hosted on the website URL: <https://mahatenders.gov.in> Any such corrigendum shall be deemed to be incorporated into this RFP.

## 6.20 Interpretation of e-Tender Document:

- i. Bidder shall examine the tender/bid document and acquaint themselves to all conditions and matters affecting the cost of the works. If any bidder(s) finds discrepancies or omissions in the Document or if in doubt about their meaning, he should address a query during pre- bid meeting.
- ii. Any resulting interpretation of the tender/bid document will be issued to bidder as an addendum. Verbal clarification obtained from any source shall not be binding on the SWSM.

## 6.21 Clarification of e-Tendering Documents

- a. The bidder or his authorized representative is allowed to attend a pre-bid meeting as per the date, time and venue mentioned in the Fact Sheet.
- b. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised prior to the pre-bid meeting.
- c. All enquiries from the bidders relating to this RFP must be submitted to the designated contact person as mentioned in the section 1.2 Fact Sheet at least 2 days before the pre bid meeting. The queries should necessarily be submitted in the format mentioned in Section 9.10.
- d. Queries submitted after the deadline mentioned in the RFP section Fact Sheet or which do not adhere to the above-mentioned format may not be responded to. Some of the general points raised by bidders will be clarified in the pre bid meeting. However, all the responses to the queries (clarifications / corrigendum) shall be made available on the Mahatender website /portal (<https://mahatenders.gov.in>).
- e. Any change in venue, date and time of pre bid shall be made available on the SWSM's website/portal.
- f. Any bidder requiring any clarification of the tender document and/or the works may submit his / her questions on e-mail: [actijm1@gmail.com](mailto:actijm1@gmail.com) to reach Office of Mission Director, State Water and Sanitation Mission ,1st Floor, CIDCO Bhavan, CBD Belapur, Navi Mumbai, Maharashtra 400614

## 6.22 Bid Opening

- a. Total transparency shall be observed and ensured while opening the Proposals/Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- b. SWSM reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- c. Bid opening shall be conducted in two stages.
- d. In the first stage, prequalification proposals shall be opened and evaluated as per the criteria mentioned in Section 2. Pre-Qualification. And section 6.25 of this document for Technical Proposals of bidders who pass the prequalification criteria shall be opened.
- e. In the second stage, Financial Proposal of those Bidders, whose Technical Proposals qualify, shall be opened. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- f. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for SWSM, the bids shall be opened at the same time and location on the next working day. In addition to that, if

there representative of the Bidder remains absent, SWSM will continue process and open the bids of the all bidders.

- g. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required Bid Security has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. SWSM has the right to reject the bid after due diligence is done.

## 6.23 Opening of Prequalification and Technical BID Proposal

- SWSM shall open the Technical Bids (Envelope A & B) in public, in the presence of Bidders designated representatives and anyone who chooses to attend, at the address, and at the date and time specified in Section 1.2 Corrigendum.
- SWSM shall prepare a record of the bid opening that shall include, at a minimum: the name of the Bidder and the presence or absence of EMD. The Bidders' representatives who are present shall be requested to sign the attendance sheet.
- Authorization letter in the name of the person attending bid opening meeting needs to be submitted on the letterhead of the Bidder during bid opening.
- Once the bids are opened each bid will be checked for pre-qualification criteria.
- The bidders who fulfil all the prequalification criteria and are found technically responsive to the RFP requirements will qualify for Financial Evaluation.

## 6.24 Opening of Financial Proposal

The Commercial bids shall not be opened by SWSM until the evaluations of the Technical Bids have been completed.

Financial Proposals shall be opened publicly in the presence of the Technically Qualified Bidders' representatives who choose to attend. The name of the Technically Qualified Bidders shall be read aloud.

Financial Bids from bidders who have failed to qualify in evaluation of the technical bid will not be opened.

SWSM will evaluate Financial Proposals of all the qualified bidders. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/summation error etc. the bid may be rejected.

## 6.25 Evaluation Process

The Bid Evaluation Committee constituted by the SWSM shall evaluate the bids. The Bid Evaluation Committee shall evaluate the EMD, Tender Fee, Prequalification Criteria, and Technical Proposal (Envelope A) and Financial Proposal (Envelope B) and submit its recommendation to the Competent Authority whose decision shall be final and binding upon the bidders.

Bidder shall be evaluated as per prequalification criteria. The bidders who fulfil all the prequalification criteria and are found technically responsive to the RFP requirements will qualify for Financial Evaluation.

The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof. Prequalification criteria

## 6.26 Evaluation of Technical Bids

- i. Bidders, whose EMD and RFP Document Fees are found in order, shall be considered for Pre-Qualification criteria evaluation.

- ii. The Technical Bids of only those Bidders, who qualify in the Pre-Qualification stage, shall be considered and will be evaluated as per the evaluation criteria in this clause.
- iii. The TEC may require verbal/written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents. To qualify technically, a Bid must secure a minimum of 80% of total marks in technical evaluation after summing up. Only those Bids which have a minimum score of 0% of total marks in technical evaluation will be considered for opening of their Commercial Bid. Only the Bids qualifying the technical evaluation will be considered for commercial evaluation.
- iv. The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the Bid document and adopting the evaluation criteria spelt out is below.

**Technical Evaluation of the bids would be carried out following parameters as given below:**

- Commercial & Professional Strength of the Bidder (20 % of the total weightage)
- Experience of the Bidder (30 % of the total weight age)
- Experience of the Technical Resources (20% of the weightage)
- Solution Preparedness /Approach and Methodology (30 % of the total weightage)

These evaluation categories are divided into various sub-categories, as mentioned below

Sl. No.	Particulars	Minimum Criteria	Max Marks	Evaluation Criterion
1.	Number of Fellow Partners associated with the firm for 5 years as per certificate of ICAI as on 01.01.2025	5 FCA	10	For 5 FCA partners = 5 marks, For each additional FCA Partner 2 Mark (Associated with the firm for more than 5 Years). FCA Partners Associated with the firm less than 5 Years 1.5 Mark per FCA Partners & 1 Mark per ACA Partner. Subject to maximum of 10 Mark.
2	Turnover of the firm (Average annual audited turnover in last three financial years i.e. F.Y 2022-23, 2023-24 & 2024-25)	Minimum Average Rs.300 Lakhs	10	Average Turnover of Rs 300 Lakhs = Nil mark, over and above 1 mark for per 10 lakhs subject to maximum of 10 Marks.
3.	The Chartered Accountant Firm should have completed/ongoing at least 3 State Level Internal/Statutory Audit assignment (Covering at least 20 Districts) of Externally aided projects which have used PFMS system for fund flow/ expenditure of the project for the F.Y. 22-23,23-24 & 2024-25 The assignments satisfying condition mentioned in above point, should be in Maharashtra. (Minimum Value of the	Minimum 3 Work Order	20	Up to 3 Assignment = Nil Mark over and above 4 mark per assignment subject to maximum 20 Mark. Appointment Letter/Experience certificate from the auditee organisation along with fees for the assignment needs to be attached

	assignment shall be Rs 50 Lakh including GST)			
4.	The Chartered Accountant Firm should have completed/ongoing State Level Internal/Statutory Audit assignment (Covering at least 20 Districts) in Maharashtra of Externally aided projects which have used PFMS system for fund flow/ expenditure of the project for the F.Y. 22-23,23-24 & 2024-25 (Minimum Value of the assignment shall be Rs 50 Lakh including GST )		20	Up to 3 Assignment = Nil Mark over and above 4 mark per assignment subject to maximum 20 Mark Appointment Letter/Experience certificate from the auditee organisation along with fees for the assignment needs to be attached
5	Experience of the firm as a Project Management Unit for Implementation & Support of PFMS SNA Module /SNA SPARSH at State Level office for at least 100 Implementing Agencies (in PFMS) for any Centrally Sponsored Scheme having project size of Rs 500 Crore or more. During the FY 2020-21, 2021-22,2022-23, 2023-24 & 2024-25.		20	4 mark per assignment subject to maximum 20 Mark. Experience certificate from the respective organisation along with fees for the assignment & no Implementing Agencies needs to be attached.
6	Adequacy of the proposed technical approach, methodology & work plan as per generally accepted standards & considering the target date of completion of audit along with experience of Similar Projects like Jal Jeevan Mission in Maharashtra & Other states.		20	As per the evaluation of the proposal.
			100	

## 6.27 Note -

1. Supporting Documents must be submitted by the firm along with the technical proposal.
2. The criteria "Adequacy of the proposed Technical Approach, Methodology & work plan' is further sub divided into the following three sub-criteria as per details given in the Form 1 to 6 and marks
3. The firm must achieve at least 80% of the marks to qualify on technical parameters.
4. The firm having experience of Internal/Statutory Audit at State & District Level will be given additional weight age.
5. The Mission Director, JJM reserves the right to change / cancel the evaluation / marking criteria without assigning any reason and to change in evaluation criteria as per requirement and in the interest of organization.
6. Each work order will be treated as separate assignment.
7. As this tender is only for the CA Firms, the Firms those are interested to be appointed will have quote per year minimum audit fees of Rs. 124.50 Lakhs including GST (Calculated based on



quantum & quality of work) considering the Guidelines no. CA (7)/3/2016, DT 07/04/2016 issued by Institute of Chartered Accountants of India. Bidder quoting below the above minimum cost will be rejected.

An evaluation shall be done based on the information provided in the technical bid and Clarifications / Answers given the bidders to the TEC during the pre-bid meeting.

## 6.28 Financial Bid Evaluation

After the completion of technical evaluation, the SWSM will notify qualified/eligible bidders that they have secured the minimum qualifying mark (i.e. 80 marks out of 100 in technical evaluation as per the clause), indicating the date and time for opening the Financial Proposals. Financial proposals of qualified bidders will be opened online through- e tendering in the presence of the bidders' representatives who choose to attend.

The minimum technical score required to qualify for Financial Bid Evaluation is 80 points out of 100. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of the RFP Document and the Terms of Reference or if it fails to achieve the minimum technical score. SWSM will notify bidders who fail to score the minimum technical score about the same and return their Financial Proposals unopened after completing the selection process.

In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. For any other calculation/ summation error etc. the bid may be rejected.

## 6.29 Method of Selection

- a. The selection shall be based on two-stage tendering process i.e., technical qualification followed by evaluation of financial proposals, on a 'Quality cum Cost Based Selection (QCBS)' with technical component and financial component in the ratio specified in Fact sheet
- b. The bidder who scores (Technical) min 80 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
- c. After the completion of technical evaluation, the Client shall notify successful bidders that they must prepare a detailed documents on Approach and Methodology.
- d. After the completion of technical evaluation, the Client shall notify successful bidders that they have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.
- e. The Financial Proposals shall be opened online publicly in the presence of the bidders' representatives who choose to attend. The name of the bidder, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.
- f. For financial evaluation, the percentage (%) of the estimated cost indicated in the Financial Proposal shall be considered. The percentage (%) indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services.
- g. In order to allow comparison of financial proposal on a common basis, each financial proposal will be scrutinized, and total price shall be determined. The score for each financial proposal is inversely proportional to its total price. The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial score (Sf) of other financial proposal will be computed as under.

# Formula for determining the financial scores:

$Sf = 100 \times Fm / F$ , Fm is the lowest price and F the price of the proposal is under consideration quoted by consulting firm

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 0.80, and P = 0.20

h. Combined and final evaluation:

For this QCBS (Quality & Cost Based Selection) evaluation, the lowest evaluated Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as under.

$$S = St \times T\% + Sf \times P\%.$$

The Firm achieving the highest combined technical and financial will be ranked as first i.e.H1

1. The Selected Bidder shall be the first (H1) ranked firm. The next ranked bidder shall be kept in reserve and may be invited for negotiations in case the first ranked bidder withdraws/fails to comply with the requirements specified hereinabove / Client intended to appoint multiple consulting firms.
2. If there is a tie between two or more bidder firms, in such case bidder firm having highest technical score among them shall be selected.
3. This evaluation procedure reflects high importance attached to quality and competence. Please note that the SWSM is not bound in any manner to select any of the bidders' submitting proposals or to select the bidders' offering the lower price.

## 6.30 Rights to Accept/Reject any or all Bids

SWSM reserves the right to accept or reject any bid, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for SWSM's action

## 6.31 Negotiation

Financial negotiations should be carried out to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the Bidder.

## 6.32 Notification of Award

Prior to the expiration of the validity period, SWSM will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, SWSM, may request the bidders to extend the validity period of the bid. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, SWSM will notify each unsuccessful bidder and return their EMD

## 6.33 Award Of Contract

After completing negotiations, after selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the SWSM to the Selected Agency and the Selected Agency shall, within 7 (seven) 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 agency is not received by the stipulated date, the SWSM may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such selected agency as mutually agreed genuine pre-estimated loss and damage suffered by the SWSM on account of failure of the Selected Agency to acknowledge the LOA, and the next highest ranking Bidder in merit may be considered.

- a. The selected agency will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract within the time specified in the Fact Sheet.
- b. The selected agency is expected to commence the Assignment/job on the date and at the location specified in the Fact Sheet.

SWSM will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

### 6.34 Failure to agree with the Terms and Conditions of the Bid/Contract

Failure of the Bidder to agree with the Terms and Conditions of the bid/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive Bidder.

In case, if any certificates produced by the bidder during bid submission are not genuine or after placing the work order to the selected bidder, it is revealed that bidder does not pose the required resources as mentioned in pre-qualification criteria or technical evaluation then suitable action/penalty such as forfeiture of EMD/ Security Deposit / Performance Bank Guarantee

### 6.35 Correction of errors

Bidder/s determined to be substantially responsive will be checked by the Employer for any arithmetic errors. The amount stated in the Tender will be adjusted by the Employer for the correction of errors and with the concurrence of the Tenderer/bidder, shall be considered as binding upon the Tenderer/bidder. If the Tenderer/Bidder does not accept the corrected amount, the Tender will be rejected, and the Earnest Money Deposit may be forfeited

### 6.36 Performance Guarantee

1. Performance Bank Guarantee (PG) will be 5% of the contract value.
2. Performance Guarantee amount will be refunded within six months after completion of the project.
3. Performance Guarantee would be discharged/ returned by SWSM upon being satisfied that there has been due performance of the obligations of the Bidder under the contract at the end of the contract/completion of the project. However, no interest shall be payable on Performance Guarantee.
4. In the event of the Bidder being unable to service the contract for whatever reason SWSM would forfeit the PG. Notwithstanding and without prejudice to any rights whatsoever of SWSM under the contract in the matter, the proceeds of the PG shall be payable to SWSM as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. SWSM shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
5. SWSM shall also be entitled to make recoveries from the bidder's bills, PG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, and misstatement.

### 6.37 Non-Disclosure Agreement (NDA)

The Successful Bidder(s) must sign the Non- Disclosure Agreement ([12. Annexure IV](#)) with SWSM



## 7. Scope of Work

The Jal Jeevan Mission (JJM) is a flagship program of the Government of India aimed at providing safe and adequate drinking water through individual household tap connections by 2024 to all households in rural India. The State Water and Sanitation Mission (SWSM), Maharashtra, is the nodal agency responsible for implementing JJM in the state through various implementing agencies including Zilla Panchayats (ZPs), Maharashtra Jeevan Pradhikaran (MJP), and Ground Water Surveys and Development Agency (GSDA).

To ensure transparency, accountability, and effective utilization of funds under JJM, there is a critical need for comprehensive audit services including Internal Audit and Public Financial Management System (PFMS) support. The SWSM requires appointment of a qualified Chartered Accountant firm to provide these essential services across 111 accounting centers in Maharashtra, covering the State office, 34 ZP offices, 35 MJP offices, and 41 GSDA offices.

### 7.1. Objective

#### a) Statutory Audit Services Objective

The essence of the Audit Policy is to ensure adequate independent professional audit assurance that:

- Funds received by implementing agencies are used for intended purposes
- Annual Project Financial Statements are free from material misstatement
- Terms of fund release are complied with in all material respects

The audit objectives include providing professional opinion on whether:

5. Project Financial Statements give a true and fair view of sources and applications of project funds
6. Funds were utilized for intended purposes
7. Procurement procedures prescribed in the Maharashtra Procurement Manual were followed
8. Financial Management Reports submitted by project management are reliable

#### b) Internal Audit Services Objective

Internal Audit aims to add value and improve organizational operations by:

- Providing independent, objective-oriented assessment to accomplish project objectives
- Bringing systematic, disciplined approach to evaluate and improve risk management, control and governance processes
- Expressing independent professional opinion on efficiency, effectiveness and economy of program operations
- Evaluating adequacy and effectiveness of financial management and internal control systems

- Ensuring compliance with project implementation guidelines and procedures
- Providing timely information and recommendations for system improvements

Key objectives include:

- Ensuring voucher/evidence-based payments to improve transparency
- Ensuring accuracy and timeliness in maintenance of books of accounts
- Improving accuracy and timeliness of financial reporting, especially at sub-district levels
- Ensuring compliance with established systems, procedures and policies
- Regularly tracking, following up and settling advances on priority basis
- Assessing and improving overall internal control systems

## 7.2. Detailed Scope of Work

Selected agency shall be responsible for the following modules to be developed:

### a) Internal Audit of SWSM-JJM, Maharashtra

#### 7.2.a.1. Coverage and Frequency

**Half-yearly internal audit of 112 units comprising:**

- 1 SWSM JJM Maharashtra (State Office)
- 34 Zilla Panchayat Offices (ZP)
- 35 Maharashtra Jeevan Pradhikaran (MJP)
- 41 Ground Water Surveys and Development Agency (GSDA)

#### 7.2.a.2. Audit Period and Timeline

Financial Year	Period	Timeline
FY 2024-25	April 2024 to March 2025	Two months from appointment
FY 2025-26 H1	April 2025 to September 2025	Two months from appointment
FY 2025-26 H2	October 2025 to March 2026	By 15th June 2026

## 7.3. Audit Compliance and Reporting Requirements

1. All external funds must be utilized strictly as per the conditions of relevant legal agreements and solely for the purposes intended by the financing.
2. Effective Project Financial Management Systems, including robust internal controls, should be operational throughout the audit period.
3. This encompasses the adequacy and effectiveness of accounting, financial and operational controls, compliance with established policies and procedures, reliability of accounting systems and financial reports, asset verification, and security and integrity of computerized systems.

4. Counterpart funds should be provided and used in accordance with relevant legal agreements, strictly for their intended purposes.
5. Comprehensive supporting documents, records, and accounts must be maintained for all transactions, with clear and verifiable linkages between books of account and reports.
6. Office accounts must be prepared in accordance with JJM Operational Guidelines and present a true and fair view of the Project's financial position and transactions for the audited period.
7. Procurement of goods and services must comply fully with the procedures prescribed in the Government of Maharashtra Procurement Manual.
8. Compliance with all audit requirements as specified in Clause 7.16 and relevant annexures of the JJM Operational Guidelines issued by the Government of India must be ensured.
9. Verification of reconciliation statements with implementing agency accounts and issuance of a Chartered Accountant certificate confirming accuracy is mandatory.
10. Affirmation through a conformity certificate that all accounts/ledgers maintained by Gram Panchayats and their subcommittees for community contributions and incentives are audited annually.
11. Concurrent auditing of Gram Panchayat and subcommittee accounts must be regularly conducted, with support from retired local audit officials.
12. Separate audit reports should be issued for JJM, Support & WQM&S, and NRDWP, with financial compilations as per Annexure III of the JJM Guidelines.
13. Auditors must cover any additional areas necessary for the issuance of audit reports and certificates required for fund releases.
14. It is the responsibility of the CA firm to report any inadmissible expenditures as defined in Clause 7.10, Chapter 7 of the JJM Operational Guidelines.
15. The Internal Auditor shall conduct an entry conference at audit commencement and an exit conference upon completion to discuss observations; minutes of these meetings should accompany the audit report.
16. Any fraudulent transactions detected during the audit must be immediately reported to the SWSM JJM office with supporting documentation.
17. The appointed Internal Auditor must provide the audit schedule at least 15 days before audit commencement.
18. Comments on the Action Taken Reports of previous Internal Auditor and AG Audit reports must be provided.
19. The auditor must detail the composition of the audit team, specifying duties assigned to each member.
20. Recommendations for special audits to be conducted by the State level officials must be submitted.
21. Audits are to be conducted exclusively at the respective district units/offices. Differences in expenditure as reported in Utilization Certificates, IMIS, and PFMS must be identified and reported.
22. Verification of expenditure incurred on non-IMIS schemes, as per directions, must be carried out.

23. The CA Firm's representative (partner or employee) must be present at the office as required by the Managing Director, JJM (SWSM).

## 7.4. Coverage of Internal Audit:

The Internal Audit will be done on Half-Yearly basis starting from Financial Year 2024-25. Consulting CA firm should prepare Financial Proposals on the figure based on the following units to be audited.

Sr. No.	Units	Numbers
1	SWSM, JJM Maharashtra (State Office)	1
2	Zila Parishad Offices (ZP)	34
3	Maharashtra Jeevan Pradhikaran (MJP)	35
4	Ground Water Surveys And Development Agency (GSDA)	41
	<b>Total units</b>	<b>111</b>

Note: Division Wise List is Enclosed in Annexure-A

## 7.5. Scope of Services of Internal Audit:

The period under audit will be from retroactive period F.Y.2024- 2025 details of which is given below-

Sr. No	Financial Year	Timing of services expected	Location of services	Remarks
1	F.Y.2024-25	1st April 2024 to 31 <sup>st</sup> March 2025	At all Accounting Centre i.e. 34 ZP, 35 MJP & 41 GSDA offices & 1 SWSM State Office.	Auditors should mainly focus on audit, training and handholding of field level staff.
2	F.Y.2025-26	First H1 (Half Year) i.e.	At all Accounting Centre i.e. 34 ZP, 35 MJP & 41 GSDA offices & 1 SWSM State Office.	Auditor should mainly focus on audit, training and handholding of field level staff.
		1st April 2025 to 30th September 2025		
3	F.Y.2025-26	Second H2 (Half Year) i.e.	At all Accounting Centre i.e. 34 ZP, 35 MJP & 41 GSDA offices & 1 SWSM State Office.	Auditor should mainly focus on audit, training and handholding of field level staff.
		1st October 2025 to 31st March 2026		

**Note** – Tentative timeline is indicative and can be planned as per mutual understanding with SWSM.

## 7.6. PART-B- SNA PARSH /PFMS IMPLEMENTATION & SUPPORT:

### 7.6.1. Key Responsibilities for PFMS/SNA SPARSH Implementation and Coordination

- a) Coordinate with national stakeholders and state implementation agencies to ensure smooth system rollout and operations.
- b) Liaise with the State Finance Department, State Project Management Unit (SPMU) team, and Central Project Management Unit (CPMU) team to resolve technical issues.
- c) Coordinate with district-level officials regarding challenges related to PFMS, SNA, and SPARSH systems.
- d) Provide guidance for registration of State Accounts and Local Body Accounts within the systems.
- e) Offer support and guidance for mapping implementing agencies correctly within the PFMS/SNA SPARSH framework.
- f) Assist in the proper allocation of funds through PFMS/SNA SPARSH systems.
- g) Guide the process of entering opening balances, recording expenditures, and updating closing balances in the PFMS system, including using the REAT Module.
- h) Deliver training sessions for state and district officials on step-by-step implementation procedures for PFMS/SNA SPARSH systems.
- i) Provide guidance on registration and full implementation of PFMS/SNA SPARSH at the district level.
- j) Support vendor registration processes at district, block, and state levels within the systems.
- k) Guide users on utilizing the PFMS/SNA SPARSH dashboards in compliance with guidelines issued by the Government of India and the State Government.
- l) Address any other issues related to PFMS/SNA SPARSH implementation as they arise.
- m) Respond to Audit General (AG) audit paras related to PFMS/SNA SPARSH by regularly reconciling deductions reported by nodal agencies with PFMS/SNA SPARSH deduction records.

### 7.6.2. List of Offices under the SWSM- JJM , Maharashtra

Sr. No.	Units	Numbers
1	SWSM, JJM Maharashtra	1
2	Zila Parishad Offices (ZP)	34

3	Maharashtra Jeevan Pradhikaran (MJP)	35
4	Ground Water Surveys and Development Agency (GSDA)	41
	<b>Total units</b>	111

#### 7.6.3. Focus Areas of the Initiative

- Ensure accuracy in the maintenance of books of account, with timely updates and records.
- Review and verify PFMS/SNA SPARSH transactions to confirm accuracy in accounting.
- Exclude advances mistakenly recorded as expenditures within the PFMS/SNA SPARSH system.
- Enhance accuracy of monthly and quarterly Financial Monitoring Reports derived from the books of account.
- Promote voucher/evidence-based payments to strengthen transparency in financial transactions.
- Facilitate the timely and accurate submission of financial Management Information System (MIS) reports to management.
- Improve accuracy and timeliness of financial reporting from peripheral or sub-unit levels.
- Strengthen internal control systems at the unit level to ensure effective financial management.

#### 7.6.4. Support provided by the Client

- a) SWSM will provide office spaces within the SWSM Office along with workstations, internet access, computer, office equipment and stationery needed for the experts of the Consultants.
- b) SWSM will give access to all the required documents, correspondence & any other information associated with the projects as deemed necessary.
- c) Cost of training if required conducted by selected consulting firm to for stake holder will be borne by SWSM/respective Implementing Agency.

#### 7.6.5. Additional Instructions to Consultants for Part B Scope of Work:

1. The Consultant shall submit the bill on half yearly basis. The payments will be made by SWSM JJM, subject to satisfactory performance.
2. Being the Consultant, the Consultant will also help the units by providing training to the Accounts officials and other functionaries for reporting & preparation of Financial Statements on the requirements of audit without any Additional/Incidental charges.
3. The Consultant must attend the meetings as and when called at State Office.
4. The Consultant shall be entitled to reimbursement of actual travel and related expenses incurred for official visits undertaken with prior written approval of the Client. Such expenses shall be limited to travel directly related to the execution of the assignment of PFMS/SNA SPARSH as specified in the Terms of Reference (ToR). Air Travel: Economy class fare by the shortest route. Rail Travel: AC 2-Tier (or equivalent as per Client's approval). Local Travel: Actual taxi/auto fare or as per prevailing government norms
5. The quoted fees in a lump sum manner duly filled in the BOQ (Bill of Quantity)

6. The firm shall give an undertaking that the team members are proficient in the State's official language (both oral and written).
7. The Consultant should provide the information, Statement, Annexure as and when required by the SWSM JJM.
8. All the information, data & other documents in soft copy & hard copy is the property of SWSM JJM, Maharashtra.

**Key Personnel for Assignment to be deployed at STATE SWSM Office for PFMS Support Service:**

Sl.	Key Professionals	Experience	No. of persons	Expected Person
1	Team Leader	<ol style="list-style-type: none"> <li>1. Chartered Accountant having at least 10 years of post-qualification experience in the field of Accounting, Audit, Finance and Taxation. Specific experience in Social sector programme of Central or State Government with proven track record in anchoring / conducting financial management and technical support consultancy and training.</li> <li>2. 2 Years of Experience in Implementation of PFMS/SNA SPARSH at State &amp; Central Scheme having at least 100 implementing agencies.</li> </ol>	1	2 days in a Week
2	PFMS/SNA SPARSH Consultant	Qualified CA Inter/MBA Finance/BE/BSC/Mcom with at least 2 years' experience in Implementation of PFMS/SNA SPARSH at State & Central Scheme at State ,District & Block Level	1	Full Time

## 7.7. Internal Audit Report should consist of following:

a) Final Report: -

The final audit report shall include the following:

- i) Executive Summary highlighting key audit observations.
- ii) Detailed comments and observations on the financial management records, system and controls that were examined during internal audit
- iii) Compliance with the provision of legal agreements
- iv) Deficiencies and areas of weakness in FM system and control environment with recommendation for improvement
- v) Matters that may have significant impact on the implementation of the Project.

**The Audit report, financial statements and relevant schedules showing the consolidation of all the District/MJP/GSDA offices as prescribed in the JJM operational Guidelines shall include the following:**

- i. Audit Opinion
- ii. Consolidated Balance sheet showing accumulated funds of the project balances, other assets of the project, and liabilities, if any.
- iii. Consolidated Income & Expenditure
- iv. Consolidated Receipt and Payment Account
- v. Other Consolidated Schedules to the Balance sheet as appropriate, but which shall include.
  1. Statement of Fixed Assets in the form of a Schedule,
  2. Schedule of Advances (Age-wise analysis)
  3. Schedule of all Cash & Bank Balances (Attach bank reconciliation statements)
  4. Schedule of Program wise statement of expenditure
- vi. Notes on Accounts showing the accounting policies followed in the preparation of accounts and any other significant observation of the auditor.
- vii. Auditor shall have to specify the significant observations, including internal control weaknesses for each program and also specify the institution to which these relates to enable/ facilitate appropriate follow up action.
- viii. Scheme wise Utilization Certificates (UCs) as prescribed in the Operational guidelines of Jal Jeevan Mission; duly tallied with the Income & Expenditure and expenditure on Fixed Asset during the financial year (which have been shown as capitalized) also Attach a statement showing the details of expenditures clubbed in the Utilization Certificate tallying with the Income & Expenditure Account and Schedules forming part of it.
- ix. All other statement & certificates as required to be submitted for the released of fund which is to be certified by the auditor
- x. The consolidation of financial statements of all units of the State, Districts and all its allied units etc, at periphery & State level along with its Certification of Statement of Expenditures (SOEs) & UCs for submission of report to GOI.
- xi. Any other area deemed necessary for the purpose of issuance of Audit report and issuance of certificates as required to be submitted for release of funds which is to be certified by the auditor.
- xii. An Audit Report on the Project Financial Statements should be prepared in accordance with the Auditing Standards promulgated by the Institute of Chartered Accountants of India. Those standards require an audit opinion to be rendered related to the financial statements taken as a whole, indicating unambiguously whether it is unqualified or qualified and, if the latter, whether it is qualified in certain respects or is adverse or a disclaimer of opinion. In



addition, the audit opinion paragraph will specify whether, in the auditor's opinion, (1) the funds were utilized for the purposes for which they were provided, (2) expenditures shown in the Project Financial Statement (PFS) are eligible for financing under the relevant loan or credit agreement and, where applicable.

#### b) Management Letter

In addition to the Internal Audit Report on the Project Financial Statements, the Auditor may prepare management letter containing recommendations for improvements in internal control another matters coming to the attention of the auditor during the audit examination, possibly including matters such as the following:

1. Observations on the accounting records, systems, and controls that were examined during the course of the audit.
2. Deficiencies or weakness in systems and controls, together with specific recommendations for improvement.
3. Compliance with financial covenants in the financing agreements matters that might have a significant impact on the implementation of the project.
4. The status of recommendations from previous management letters, including any issues which remain to be addressed and any issues which recurred.
5. Any other matters that the auditor considers pertinent.

#### c) Period, Timing and Sample Coverage of Internal Audit

The Internal Audit will be done on Half-Yearly basis for Financial Years i.e. 2024-25 to 2025-26 for 2 years as per timeline mentioned above in the scope of service.

**Timing:** The Internal Audit would be carried out Half Yearly basis, and the report should be provided to the SWSM JJM latest as per the timeline mentioned above. The Auditor must submit the Consolidated audit Reports in two copies to Mission Director at State office JJM (SWSM).

**Period of Appointment:** The Auditor will be appointed to conduct Audit for the financial year 01.04.2024-31.03.2025 to 01.04.2025-31.03.2026 his services may be further extended as per the performance of Auditor and need of SWSM, Maharashtra JJM also subject to the extension to the JJM project.

**Review of the Audit Report-** Audit Report may be reviewed to assess whether Auditor delivered all reports and documents specified in the contract, in the form and manner and within the time period as specified; Assess whether the reports and documents are easily understandable or not; Has the auditor satisfied the expectations of service quality, such as Adequacy, Applicability, Effectiveness, Innovativeness and Impartiality; to examine whether auditors are covering the scope of work and achieving the objectives of assignment set forth in the description of service mentioned.

**General:** The auditor should be given access to any information relevant for the purpose of conducting the audit.

1. The Mission Director, Jal Jeevan Mission (JJM) reserves the right to keep, amend, and accept/reject of any proposal/clauses/criteria according to the need / requirements in the interest of organization.
2. The CA firms listed by C&AG for major audit for the F.Y 2024-25 & 2025-26 will be eligible

to submit their proposals. In support of the same the C.A. firm has to attach copy of the C&AG empanelment duly certified. In absence of said supportive document the proposal will be summarily rejected.

**Team Composition & Number of Teams for the assignment:** As there are a large number of districts and implementing entities below a district, with 100% coverage and time bound completion schedule, more than one team will need to be constituted for the assignment. The team(s) for the assignment (including those for audit of district & sub district level implementing units) must be headed by **Partner/Qualified CA employee of the Firm** with one semi-qualified C.A. (C.A. Inter) and two support staff (Junior Auditor/Articles). The number of teams may be constituted in a manner that each team does not have responsibility for audit of more than 4 districts in a State. The technical proposal must clearly elaborate on the team composition.

It may be noted that a record of the team shall be maintained district wise visit and team has to collect a certificate of their attendance giving their name, designation and date of visit etc. duly certified the head of that facility.

## 8. General Conditions of Contract (GCC)

### 8.1. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the India

### 8.2. Payment Terms

1. No advance payment shall be made.
2. The Bidder's request(s) for payment shall be made to the SWSM in writing, accompanied by an invoice describing deliverable information. The invoice should be submitted and upon fulfilment of other obligations stipulated in the contract.
3. The payment shall be made on deliverable basis for the actual work undertaken during the period only after the positive satisfactory verification report by the SWSM's Official at every stage mentioned under clause the 8.14.
4. Payments shall be made promptly by the SWSM within thirty (30) days after submission of the invoice or claim by the Bidder, only after quality inspection and verification by the SWSM's Official of the conformity of the deliverables as per the agreed specifications which shall be done in 15 days of submission of the data by the agency.
5. Payment shall be made in Indian Rupees by RTGS / NEFT on Bank in the name of bidder.
6. The penalty shall be calculated and deducted from the immediate payment due.

### 8.3. Confidential Information

1. SWSM and the Successful Bidder(s) shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
2. The Successful Bidder(s) shall not use the documents, data, and other information received from SWSM for any purpose other than the services required for the performance of the Contract.

### 8.4. Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, change in tax rate, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Successful Bidder(s) has thereby been affected in the performance of any of its obligations under the Contract.

### 8.5. Force Majeure

1. The Successful Bidder(s) shall not be liable for termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this Clause, Force Majeure means an event or situation beyond the control of the Successful Bidder(s) that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Successful Bidder(s). Such events may include, but not be limited to, acts of SWSM in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
3. If a Force Majeure situation arises, the Successful Bidder(s) shall promptly notify SWSM in writing of such condition and the cause thereof. Unless otherwise directed by SWSM in writing,

the Successful Bidder(s) shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## 8.6. No Breach of Contract

The failure of a party to fulfil 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

## 8.7. Political Force Majeure Events

Political Force Majeure Event shall mean one or more of the following acts or events:

- i. Change in Law;
- ii. Unlawful or un-authorized or without jurisdiction revocation of, or any political motivated reasons or refusal to renew or negotiate or grant without any cause any consent or approval required by the agency to perform their respective obligations under the Agreements, provided that such delay, modification, denial, refusal or revocation did not result from the agency's inability or failure to comply with any condition relating to work.
- iii. GOI or GOM or any Governmental Agency has by an act of commission or omission, or negotiation created circumstances that have a Material Adverse Effect on the performance of its obligations by the bidders.
- iv. Where the Force Majeure Event is a Political Force Majeure Event, SWSM shall bear cost of such event by paying remuneration due for complete project or projects for which selected agency had performed their respective obligations.

## 8.8. Measures to be taken

- i. A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with minimum of delay.
- ii. A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in any event 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 notice of the restoration of normal conditions as soon possible.
- iii. The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

## 8.9. Extension of Time

Any period which a party shall pursue 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. For Extended period successful bidder shall be paid at prorated basis for the services rendered during the extended time.

## 8.10. Consultation

Not later than thirty (30) days after the successful Bidders, as the result of an event of Force Majeure, have become unable to perform a material portion of the services, the parties shall

consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

## 8.11 Sub-Contracting

The successful bidder may be allowed to sub-contract or sub-let the part of work with prior permission from Mission Director. However, the subcontracted work should not exceed more than 50% threshold of the total work allotted to the successful bidder.

## 8.12. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the successful Bidder shall be entitled to be paid the present value of the future revenue of the services under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## 8.13. Change Orders and Contract Amendments

1. SWSM may at any time order the Successful Bidder(s) to make changes within the general scope of the contract,
2. If any such change causes major deviation in the cost of, or the time required for, the Successful Bidder(s) performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Successful Bidder(s) for adjustment under this Clause must be asserted within 30 days from the date of the Successful Bidder(s) receipt of SWSM's change order.
3. Prices to be charged by the Successful Bidder(s) for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Successful Bidder(s) for similar services.

## 8.14. Settlement of Disputes

### d) 8.14.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

### e) 8.14.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement.

If a dispute of any kind whatsoever arises between the Head of Department and the Bidder in connection with, or arising out of, the Contract or the scope of the work, whether during the study period or after completion of the study and whether before or after repudiation or termination of the Contract, including any dispute as to any opinion, instruction, determination, certification or valuation of the Head of Department, the matter shall be in the first place, be referred in writing to the HoD In charge within 180 days of its occurrence for review, with a copy to the 'State Water and Sanitation Mission'. If the Bidder fails to refer the dispute for review within 180 days, the MD's decision shall be final and binding on the Bidder. Such reference shall state that it is made

pursuant to this Clause. No later than the fourteenth day after the day on which he received such reference, the MD shall give notice of his decision to the Bidder. Such decision shall state that it is made pursuant to this Clause.

Notwithstanding the arising of any dispute, unless the Contract has already been repudiated or terminated, the Bidder shall, in every case, continue to proceed with the work with all due diligence and the Bidder and the Engineer In charge shall give effect forthwith to every such decision unless and until the same shall have been revised, as hereinafter provided.

If either the SWSM or the Bidder disagrees with the decision of the HoD. In charge, the decision shall then be referred by the SWSM or by the Bidder, within 30 days of the decision of the HoD to the MD, SWSM'. A copy of such reference shall also be endorsed to the HoD. The MD, SWSM shall give its advice in writing within 180 days of receipt of notification by it. The MD, SWSM may call upon the HoD and the Bidder to hear their case before giving its advice. The MD, SWSM shall then take appropriate decision and communicate to the Bidder within 30 days.

If a dispute of any kind whatsoever arises between the HoD and the Bidder in connection with any discrepancy found to be exist between actual payment or delay in payment and costs authorized to be incurred by the Bidder s, the State Water and Sanitation Mission may add or subtract the difference from any subsequent payments with Interest at the rate of prime lending rate of State Bank of India plus two percent for the period over and above fifteen days shall become payable as from the above due date on any amount due by, but not paid on such due date.

The decision of the MD, SWSM shall be final and binding.

## **8.15. Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the SWSM in relation to matters arising out of, or concerning the Selection Process. The SWSM will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The SWSM 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 is to enforce or assert any right or privilege of the statutory entity and/or the SWSM as may be required by law or in connection with any legal process.

## **8.16. Extensions of Time**

1. If at any time during performance of the Contract, the Successful Bidder(s) should encounter conditions impeding timely delivery of the Services, the Successful Bidder(s) shall promptly notify SWSM in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Successful Bidder(s) notice, SWSM shall evaluate the situation and may at its discretion extend the Successful Bidder(s) time for performance in writing.
2. Delay by the Successful Bidder(s) in the performance of its Delivery and Completion obligations shall render the Bidder liable for disqualification for any further bids in SWSM, unless an extension of time is agreed mutually.

## **8.17. Termination of Contract**

SWSM may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (1) through (10) of this GCC Clause 8.10. In such an occurrence, SWSM shall give a not less than 120 days' written notice of termination to the Successful Bidder(s).



1. If the Successful Bidder(s) does not remedy a failure in the performance of its obligations under the Contract, within any stipulated period as SWSM may have approved in writing.
2. If the Successful Bidder(s) becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
3. If, in the judgment of SWSM has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
4. If, as the result of Force Majeure, the Successful Bidder(s) is unable to perform a material portion of the Services for a period of not less than 60 days.
5. If the Successful Bidder(s) submits to the SWSM a false statement which has a material effect on the rights, obligations or interests of SWSM.
6. If the Successful Bidder(s) places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to SWSM.
7. If the Successful Bidder(s) fails to provide the quality services as envisaged under this Contract, SWSM may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. SWSM may decide to give one chance to the Successful Bidder(s) to improve the quality of the services.
8. If the Successful Bidder(s) fails to comply with any final decision reached as a result of arbitration proceedings.
9. If SWSM, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
10. In the event SWSM terminates the Contract in whole or in part, SWSM may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Successful Bidder(s) shall be liable to SWSM for any additional costs for such similar services. However, the Successful Bidder(s) shall continue performance of the Contract to the extent not terminated.

## 8.18. Payment upon Termination

If the agreement is terminated pursuant of GCC Clause 8.10. The Successful Bidder(s) shall not be entitled to receive any agreed payments upon termination of the contract. However, the SWSM may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the SWSM. Applicable under such circumstances, upon termination, the SWSM may also impose liquidated damages. The Successful Bidder(s) will be required to pay any such liquidated damages to SWSM within 30 days of termination date.

## 8.19. Assignment

If Successful Bidder(s) fails to render services in stipulated timeframe and as per schedule, SWSM, at its discretion and without any prior notice to Successful Bidder(s), may discontinue or minimize scope of work or procure/board any other similar agency to render similar services to complete project in stipulated timeframe

## 8.20. Work Completion Timelines and Payment Terms

The selected agency will be paid as per its bid price and the commercial terms and conditions mentioned in the contract agreement.

The work completion timelines are defined subsystem-wise. Internal Audit will be conducted on a **half-yearly basis** for the financial years **2024-25 & 2025-26**, covering a total duration of **three years**, as per the timelines mentioned in the scope of services.

The Internal Audit reports must be submitted to the **State Water and Sanitation Mission (SWSM), Jal Jeevan Mission (JJM)** in accordance with the schedule below. The Auditor shall submit **two hard copies** of each report to the **Mission Director, State Office, JJM (SWSM)**.

### Milestone-Based Payment Schedule

Milestone	Description	Expected Submission	Payment %
1	Audit F.Y.2024-25 (Full Year)	Two months from appointment	100% of fees for that FY
2	Audit F.Y.2025-26 H1 (Half Year)	Two months from appointment	50% of fees for that FY
3	Audit F.Y.2025-26 H2 (Half Year)	15th June 2026	50% of fees for that FY

### Payment Conditions:

- Each milestone payment shall be released upon **timely submission** and **approval** of the respective audit report by the competent authority at SWSM JJM.
- Payments will be made within **30 days** of invoice submission post-approval.
- Any **delay in submission** of reports beyond the stipulated timeline may attract penalties or deductions as per the contract terms.

## 8.21. Service Level Agreement

The purpose of this Service Level Agreement (SLA) is to define the performance standards expected from the selected Chartered Accountant (CA) firm for conducting internal audits under the Jal Jeevan Mission (JJM) for the State Water and Sanitation Mission (SWSM). This SLA is performance-based and directly linked to the payment milestones defined in the contract.

SWSM shall regularly monitor the performance of the selected agency against the SLA metrics outlined below. Non-compliance with these metrics may result in penalties, deductions, or other corrective actions as per the contract terms.

## 8.22. Performance SLAs

Sr. No.	Milestone	Deliverables	Timeline	Basis of Measurement	Violation n n of SLA	Deduction / Penalty
1	Audit F.Y.2024-25	Half-yearly audit report submission	Two months post appointment	Submission of two hard copies to SWSM	Delay >15 days	0.5% of milestone payment/week
2	Audit F.Y.2025-26 H1	Half-yearly audit report submission	Two months post appointment	Submission of two hard copies	Delay >15 days	0.5% of milestone payment/week
3	Audit F.Y.2025-26 H2	Half-yearly audit report submission	15th June 2026	Submission of two hard copies	Delay >15 days	0.5% of milestone payment/week



**Penalty Cap and Termination Clause : If the delay is not due to the fault of the Bidder or CA Firms**

The total penalty levied for delays or non-adherence to the defined milestones in the delivery schedule shall be capped at 10% of the total contract value. Penalties will be imposed at the sole discretion of the State Water and Sanitation Mission (SWSM) based on the cumulative delayed weeks.

If the cumulative penalty exceeds 10% of the total project cost, it will be considered a material non-conformance to the quality of services required. In such a case, SWSM reserves the right to terminate the contract without prior notice.

Upon termination due to non-performance:

- The Performance Bank Guarantee (PBG) furnished by the bidder shall be forfeited.
- SWSM may appoint the next qualified bidder to complete the remaining work.
- All additional costs incurred in engaging the replacement agency shall be borne by the terminated bidder.

This clause is intended to maintain the quality and timely delivery of services and ensure accountability throughout the contract period.

**No penalty or liquidated damages shall be levied** where the delay occurs due to reasons **beyond the reasonable control of the Selected CA Firm**, including but not limited to:

- Delay in receipt of information, records, approvals, or confirmations from the Client / Implementing Agency / Third Parties
- Delay due to changes in scope of work, additional requirements, or instructions issued by the Client
- Force majeure events such as natural calamities, epidemics, strikes, government restrictions, or any other unforeseeable circumstances
- Any other reasons not attributable to negligence, misconduct, or wilful default of the Selected CA Firm

In such cases, the Selected CA Firm shall be entitled to a **reasonable extension of time**, as approved by the Competent Authority, **without imposition of any penalty**.

## **8.23. Risk Purchase**

In case the Successful Bidder(s) fails to deliver the project due to inadvertence, error, collusion, incompetency, misconstruction or illicit withdrawal, the SWSM reserves the right to procure the same or similar services from the alternate sources at risk, cost and responsibility of the Successful Bidder(s).

## **8.24. Conflict of Interest**

- a) An Applicant shall not have a conflict of interest that may affect the Selection Process of the bidder (the 'Conflict of Interest'). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the SWSM shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise
- b) The SWSM requires that the selected agency provides professional, objective, and impartial services and at all times hold the SWSM's interest's paramount, avoid conflicts with other assignments / jobs or its own corporate interests, and act without any consideration for future

work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the SWSM.

- c) Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith. If the bidder fails to disclose said situations and if the Client comes to know about any such situation at any time, it may lead to the disqualification of the bidder during bidding process or the termination of its Contract during execution of assignment.
- d) No autonomous Bidder under the control of the SWSM or current employees of the Client shall work as bidders under their own ministries, departments or agencies.
- e) Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest.
  - ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
  - iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or
  - iv. There is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the bidder will depend on the circumstances of each case. While providing services to the SWSM for this assignment, the bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
  - v. A firm hired to provide consulting services for the preparation or implementation of a project, and its members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project.
  - vi. A Bidder eventually appointed to provide the service for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to services performed for the SWSM in continuation of this project or to any subsequent services performed for the SWSM where the conflict of interest situation does not arise.
  - vii. In the event that the Bidder, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to the SWSM as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The SWSM shall, upon being notified by the Bidder under this Clause, decide whether it wishes to terminate this service or otherwise, and convey its decision to the Bidder within a period not exceeding 15 (fifteen) days

## 9. Annexure-I Technical Proposal

### 9.1. Checklist for the documents to be included in the Pre-Qualification Envelope

S No.	List of Documents	Submitted (Y / N)	Documentary Proof (Page No.)
1	Bid Covering Letter		
2	Scanned copy of EMD & Document Fee payment proof		
3	Power of Attorney in favor of Authorized Signatory		
4	Declaration that the bidder has not been debarred or blacklisted by any Govt./Semi-Govt. organization		
5	Copy of ICAI Registration Certificate for CA Firm		
6	Empanelment Certificate from Comptroller and Auditor General (C&AG) for 2024-25 & 2025-26		
7	Copy of GST Registration Certificate		
8	Firm Registration/Incorporation or Partnership Deed		
9	Certificate issued by ICAI certifying minimum 5 full-time FCA partners as of January 1, 2025		
10	Copies of Work Orders and Completion Certificates evidencing relevant government/public sector audit experience		
11	Audited financial statements (P&L, Balance Sheet) for last three financial years		
12	CA Certificate confirming turnover criteria as per RFP during last three years		
13	Copies of Income Tax Returns and GST Returns for last three years		
14	Appointment letters and Completion Certificates for Maharashtra PFMS-related audit assignments		
15	ICAI Firm Card as of January 1, 2025		
16	Partnership deed showing dates of FCA partners		
17	Self-certified letter specifying addresses and contact details of Head or Branch Office in Maharashtra		
18	Notarized undertaking on ₹500 Stamp Paper affirming proficiency in Marathi language		
19	Notarized affidavit on ₹500 Non-Judicial Stamp Paper declaring no blacklisting/debarment		

## 9.2. Technical Bid Cover Letter

### TECHNICAL PROPOSAL LETTER OF PROPOSAL

(On Bidders' letter head) (Date and Reference)

To

-----  
State Water and Sanitation Mission,  
1st Floor, Cidco Bhavan,  
South Wing, CBD Belapur,  
Navi Mumbai, Maharashtra

**Sub :** Appointment of Consulting Firm for Internal Audit & PFMS support under Jal Jeevan Mission program in the state of Maharashtra through State Water and Sanitation Mission.

Ref: eTender no.:WSSD/SWSM/JJM/CA / /2025

`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 Appointment of Consulting Firm for Internal Audit & PFMS support under Jal Jeevan Mission program in the state of Maharashtra through State Water and Sanitation Mission

The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose for "Appointment of Consulting Firm for Internal Audit & PFMS support under Jal Jeevan Mission program in the state of Maharashtra through State Water and Sanitation Mission.
3. I/We shall make available to the SWSM any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the SWSM 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 certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial or a judicial pronouncement or arbitration award against us, nor been expelled from any project or contract by any public entity (i.e. Central Government/ State Government/ Semi-Government/ULBs/Government autonomous body etc.) nor have had any contract terminated by any public entity (i.e. Central Government/ State Government/ Semi-Government/ULBs/Government autonomous body etc.) for breach on our part.
6. I/We declare that:
  - i. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the SWSM;
  - ii. I/We do not have any conflict of interest in accordance with Clause 8.17 of the RFP Document;
  - iii. 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, in respect of any tender or Terms of Reference issued by or any agreement

entered with the SWSM or any other public sector enterprise or any government, Central or State; and

- iv. I/ We hereby certify and assuring that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
7. 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 any agency, without incurring any liability to the Bidder in accordance with Clause 6.4 of the RFP document.
8. I/We further certify that no investigation by a government regulatory is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
9. 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 SWSM [and/ or the Government of India] in connection with the selection of bidder or in connection with the Selection Process itself in respect of the above-mentioned Project.
10. The Earnest Money Deposit of Rs. ....(Rupees .....Only) is paid through the online e-tendering system in accordance with the RFP document.
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 contract 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 Proposal Due Date specified in the RFP.
13. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith as per Annexure-V.
14. In the event of my/our firm being selected for this assignment, I/we agree to enter into an Agreement with the SWSM.
15. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the RFP, we shall have no claim, right or title arising out of any documents or information provided to us by the SWSM or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Contract.
16. I/We agree and undertake to abide by all the terms and conditions of the RFP Document for "Appointment of Consulting Firm for Internal Audit & PFMS support under Jal Jeevan Mission program in the state of Maharashtra through State Water and Sanitation Mission".

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 authorised signatory)

(Name and seal of the Bidder / Bidders' Lead Member)

### 9.3. Format to share Bidder's and Bidding Firms Particulars

The Table below provides the format in which general information about the bidder must be furnished.

<b>Title of the Project:</b> Appointment of Consulting Firm for Internal Audit & PFMS support under Jal Jeevan Mission program in the state of Maharashtra through State Water and Sanitation Mission		
Sl. No.	Information	Details
1.	Name of the Bidding Firm:	
2.	Address and contact details of Bidding firm:	
3.	Firm Registration / Incorporation Number	
4.	Legal status (e.g. incorporated public Ltd, private Ltd, partnership etc.):	
5.	Country of incorporation:	
6.	Registered address:	
7.	Year of Incorporation:	
8.	Year of commencement of business:	
9.	Principal place of business:	
10.	Web Site Address	
11.	Company's GST No.	
12.	Company's Permanent Account Number (PAN)	
13.	Company's Revenue for the last 3 years (Year wise)	
14.	Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorized signatory of the Bidder:	
15.	Name:	
	Designation:	

Appointment of Consulting Firm for Internal Audit & PFMS support under Jal Jeevan Mission program in the state of Maharashtra through State Water and Sanitation Mission

	Company:	
	Address:	
	Phone No.:	
	Fax No. :	
	E-mail address:	
16.	In case of non-Indian Firm, does the Firm have business presence in India?	Yes/ No
	If Yes, provide the office address (es) in India.	
17.	Has the Bidder been penalized by any organization for poor quality of work or breach of contract in the last five years?	Yes/ No
18.	Has the Bidder ever failed to complete any work awarded to it by any government / semi government department in last five years?	Yes/ No
19.	Has the Bidder been blacklisted by any government / semi-government department in the last five years?	Yes/ No
20.	Has the Bidder suffered bankruptcy/insolvency in the last five years?	Yes/ No

#### 9.4. Performance Statement - Details of Successfully completed / ongoing contracts

Give details of year wise work completed by the agency in the following format. Please refer to relevant clause to qualify. Please fill in all the details accurately and refer to the RFP clause for eligibility criteria. Attach supporting documents numbered as per the reference column.

Sr. No.	Year	Details of Work (Project Name, Client Name & Address, Contact Person & Phone Number)	Type of Client (Central / State Govt/ Any other Govt Org..)	Tendered Cost (in Lakhs)	Duration of Contract From (DD/MM/YYYY) To (DD/MM/YYYY)	Total Months	Status (Completed / Ongoing)	Supporting Document Reference No./ Page no.
1								
2								
3								

##### Supporting Documents to be Uploaded

Please upload documents in the same order as the reference numbers mentioned in the last column:

- a) Work Order / Contract Document / Supply Order/Contract Completion Certificate issued by the client.

Date:

Place:

Signature of authorized person

Full Name & Designation:

Firm/Company's Seal

##### For ongoing projects (minimum 1 year completed):

- First Work Order + Extension Letter, OR
- Client confirmation on letter head stating that the project is ongoing.



## 9.5. Format for Declaration by the bidder for not being Blacklisted / Debarred/Terminated

(To be submitted on the non-judicial stamp paper of ₹500.)

Date: dd/mm/yyyy

To

\_\_\_\_\_ State Water and Sanitation Mission, 1st Floor, Cidco Bhavan, South Wing, Belapur, Navi Mumbai

Sub : Declaration for not being debarred / black-listed by Central / terminated any State Government department in India as on the date of submission of the bid

Ref: eTender no.:WSSD/SWSM/JJM/CA / /2025 "Selection of an Agency for the Appointment of Consulting Firm for Internal Audit & PFMS support under Jal Jeevan Mission program in the state of Maharashtra through State Water and Sanitation Mission".

Dear Sir,

I, the authorized representative of \_\_\_\_\_, hereby solemnly confirm that the Bidder or Any Consortium Member is not banned by the Government of Maharashtra, any other State Government, or the Government of India. This includes any Government Department, Public Sector Undertakings, Statutory Boards formed by the Government, Local Bodies in the State, Co-operative Institutions in the State, Universities, and Societies formed by the Government for any reason as on the last date of submission of the Bid. In the event of any deviation from this factual information or declaration, the State Water and Sanitation Mission, Navi Mumbai, reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you,

Yours faithfully,

\_\_\_\_\_

Signature of Authorized Signatory (with official seal)

Date :

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

## 9.6. Turnover and Positive Net Worth certificate (on CA's letter head)

### TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. (name of agency) is having registered office at (detailed office address). The turnover of the (name of agency) for the three financial year based on the audited statement for the FY 2022-23, 2023-24 & 2024-25 is as under.

Sr. No.	Financial Year	Turnover (in lakhs) as per audited balance sheet	Average positive Net worth (in lakhs)
1			
2			
3			
	<b>Average Turnover</b>		

The above information/figures are true and authentic to the best of my knowledge and belief. I / we are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of tender at any stage, besides liabilities towards prosecution under appropriate law.

Signature and Seal of the Chartered Accountant / Firm

Name of the Firm

Registration No.

Date:

Place:

Email id:

UDIN:

## 9.7. Details of Qualified and Semi-Qualified Staff

### A. Details of Qualified Staff (Chartered Accountants)

(Please provide a self-attested copy of the Certificate of ICAI as on 1<sup>st</sup> January 2025)

S. No.	Name of Staff	Length of Association with the Firm (in years)	Educational Qualifications	Area of Key Expertise	Membership No.	Relevant Experience
1						
2						
3						

### B. Details of Semi-Qualified Staff (Including Article Clerks)

S. No.	Name of Staff	Length of Association with the Firm (in years)	Educational Qualifications	Area of Key Expertise	Relevant Experience	Remarks
1						
2						
...						

### C. Details of Article Clerks

S. No.	Name of Staff	Length of Association with the Firm (in years)	Educational Qualifications	Area of Key Expertise	Relevant Experience	Remarks
1						
2						
...						

### D. Others (Support Staff)

S. No.	Name of Staff	Length of Association with the Firm (in years)	Educational Qualifications	Area of Key Expertise	Relevant Experience	Remarks
1						
2						

## 9.8. Curriculum Vitae for Resources Proposed (As mentioned in form)

**Instruction:** CVs of all key experts/resources must strictly follow this format.

The same document will serve as proof of proposed resources for technical evaluation.

Position Title and No.	
------------------------	--

Appointment of Consulting Firm for Internal Audit & PFMS support under Jal Jeevan Mission program in the state of Maharashtra through State Water and Sanitation Mission

Name of Expert:	{Insert full name}
Total Years of Experience	
Area of Focus	
Education Qualification {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s) /diploma(s) obtained}	

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please do not mention the employment details which are not relevant to this assignment}

Sr. No.	Employment Period	Employing organization with address	Position / Title	Summary of activities performed during the tenure period

Language Skills (indicate only languages in which you can work): \_\_\_\_\_

**Adequacy for the Assignment:**

Detailed Tasks Assigned on agency's Team of Experts:	<i>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</i>

Expert's contact information: (e-mail....., phone.....)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

Name of Expert

Signature of the expert & Date

**Bidder's Certification**

Date:

Place:

Signature of authorized person

Full Name & Designation:

Company's Seal:

**Please provide CVs of all Key Experts / Resources in the above format only**

## 9.9. Format for Bank Guarantee for EMD

Ref: .....

Date:

Draft BANK GUARANTEE NO:

To

Mission Director

Jal Jeevan Mission

State Water and Sanitation Mission

1st Floor, CIDCO Bhawan,

CBD Belapur (South Wing)

Navi Mumbai – 400 614

Dear Sir/Madam,

In accordance with your Tender ref No..... dated .....

M/s..... herein after called the agency having its registered office / head office at .....with the following Directors on their Board of Directors / partners of the firm.

1..... 2.....

3..... 4.....

5..... 6.....

Wish to participate in the said Tender for -----

As an irrevocable Bank Guarantee against Bid Guarantee for a sum of -----/(Rs. -) valid for 150 ( one hundred and fifty) days from the date of opening of the proposal is required to be submitted by the agency as a condition precedent for participation in the said tender , which amount is liable to be forfeited on the happening of any contingencies mentioned in the tender documents, we, the ..... Bank at..... (local address) having our Head Office at.....guarantee and undertake to pay immediately on demand by Mission Director, Jal Jeevan Mission, State Water and Sanitation Mission, stating that the bid is revoked during its validity period /the prices are increased unilaterally after the proposal opening and during validity of the offer or the Construction firm have failed or refused to sign the Contract in conformity with their final offer or have failed or refused to furnish Contract Performance guarantee in the prescribed form or any other clause mentioned in the tender document the amount of Rs. -----/- (Rs. ----- lakh only) without any reservation, protest, demur and recourse. Any such demand by the Mission Director, Jal Jeevan Mission, State Water and Sanitation Mission shall be conclusive and binding on the bank irrespective of any dispute or difference raised by the Construction firm.

This guarantee shall be irrevocable and shall remain valid up to.....If any further extension of this guarantee is required, the same shall be extended to such required periods on receiving instruction from M/s.....on whose behalf this guarantee is issued.

Notwithstanding anything contained herein:

- a. Our liability under this bank guarantee shall not exceed Rs-----/-
- b. This bank guarantee shall be valid up to ..... and

Appointment of Consulting Firm for Internal Audit & PFMS support under Jal Jeevan Mission program in the state of Maharashtra through State Water and Sanitation Mission

We are liable to pay the guaranteed amount only and only if you serve upon us a written claim or demand on or before.....

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this ..... day of ..... at .....

(Signature)

Name in Block Letters

Designation:

Staff Code No:

(Banker's Seal)

(Bank details of SWSM )

1. Bank: State Bank of India
2. Branch : (06240)Konkan Bhavan (Navi Mumbai)
3. Account Name: Support Fund-State Water and Sanitation
4. Bank Account No: 32558322630
5. IFS Code: SBIN0006240
6. Account Type : Saving



## 9.10. Bid Securing Declaration Form on Agency's letter head

**(Only for MSEs exempted in paying EMD)**

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

Tender No. \_\_\_\_\_

To (insert complete name and address of the purchaser)

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 issued by scheduled commercial bank within specified time in accordance with the format given in the tender document.
- iii. If during the bid process, I/We indulges 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 selected agency, upon the earlier of

- (i) the receipt of your notification of the name of the selected agency; 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 he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Agency) Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

**Seal**

## 9.11. Project Implementation Methodology

The Bidder is required to submit the proposed technical solution in detail. Following should be captured in the explanation:

- a. The Overall approach to the Project
- b. Implementation Methodology and Strategy
- c. Strength of the Bidder to provide services including examples or case-studies of similar work
- d. Project Organization and Management Plan
- e. Project Monitoring and Communication Plan– Bidder's approach to project monitoring and communications among stakeholders.
- f. Implementation plan– Bidder's approach to implement the project
- g. Risk Management Plan – Bidder's approach to identify, respond / manage and mitigate risks
- h. Quality Control plan - Bidder's approach to ensure quality of work and deliverables
- i. Escalation matrix during contract period
- j. Considerations for project Master plan formulation & Underlying assumptions for the project

**Note:**

- i. All the pages (documentary proofs and other documents that may be attached) should contain page numbers and would have to be uniquely serially numbered.
- ii. Inadequate information shall lead to disqualification of the bid.

## 10. Annexure- II - Financial Proposal

### 10.1. Financial Proposal Format & Instructions

(This to be submitted only through BOQ and should not be added in technical proposal).

Ref : e Tender No.: WSSD/SWSM/JJM/CA/ /2025 for year 2025-26

Item. No.	Item	Unit	Total Cost per year (In INR) excluding GST
Item-1	Appointment of Consulting Firm for Internal Audit & PFMS support under Jal Jeevan Mission program in the state of Maharashtra through State Water and Sanitation Mission	Lump-sum	
Total			

- The agency has to quote the cost of software development and inclusive of all related cost excluding GST
- The Operations and Maintenance cost during contract period inclusive of all related cost excluding GST

#### Note :

SWSM reserves the right to accept or reject any conditional financial offer or proposal without assigning any reason thereof. The cost is Inclusive of all taxes except GST. GST shall be paid at actual by SWSM at the time of releasing the payments

The evaluation committee will determine whether the financial proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals if not, then their cost will be considered as NIL but the agency shall however be required to carry out such obligations without any compensation.

In case, if Authority feels that the work cannot be carried out within overall cost of the financial proposal, the proposal can be rejected. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the applicable law & applied to foreign components/ resident personnel.

## 11. Annexure-III- Agreement draft

<< Affidavit on Rs.500/- non judicial stamp paper duly notarized>>

### AGREEMENT BETWEEN

State Water and Sanitation Mission

AND

.....

(Name of Agency)

### AGREEMENT

This Agreement (hereinafter called the "Contract") is made at Navi Mumbai on ..... this Day of , 2025 between the State Water and Sanitation Mission (SWSM) having its registered office at ... (herein after called "the SWSM" which expression shall means and includes its successor or succession and permitted assigns) of the one part.

AND

..... (Name of Agency) having their office at "....." (hereinafter called "the Agency") a registered company as per provisions of Indian Company Act / Partnership Firm as per provisions of I.P.A / etc. of the other part; whereas the SWSM desires that certain Services should be performed by the Agency, namely "Appointment of Consulting Firm for Internal Audit & PFMS support under Jal Jeevan Mission program in the state of Maharashtra through State Water and Sanitation Mission"

WITH FOLLOWING INCLUDED

The approved note dated ..... & Authority Resolution No. .... Dated ... .. This agreement is made at Navi Mumbai between MD, SWSM (hereinafter called the "M.D." in which expressions are included unless such inclusion is consistent with context, the successor or successors for the time being holding the office of the State Water and Sanitation Mission (SWSM) and in view of the powers delegated to the MD, SWSM vide its LoI no. .... dated ..... of the one part and (Hereafter called "The Agency") shall of the other part; whereas the SWSM desired that certain service should be performed by the Agency namely:

<< SWSM will provide the content at the time of agreement >>

## 12. Annexure-IV- Non-Disclosure Agreement

### [On Firm's Letterhead]

This AGREEMENT (hereinafter called the "Agreement") is made on the [day] day of the month of [month], [year], between, SWSM on the one hand, (hereinafter called the "SWSM") and, on the other hand, [Name of the Bidder] (hereinafter called the "Bidder") having its registered office at [Address]

#### WHEREAS

1. The "SWSM" has issued a public notice inviting various organizations for Appointment of Consulting Firm for Internal Audit & PFMS support under Jal Jeevan Mission program in the state of Maharashtra through State Water and Sanitation Mission
2. The Bidder, having represented to the "SWSM" that it is interested to bid for the proposed Project,
3. The SWSM and the Bidder agree as follows:
  - a. In connection with the "Project", the SWSM agrees to provide to the Bidder a detailed information / document on the Project. The Request for Proposal contains details and information of the SWSM operations that are considered confidential.
  - b. The Bidder to whom this information (Request for Proposal) is disclosed shall –
    - i. hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information.
    - ii. restrict disclosure of the information solely to its employees, other member with a need to know such information and advice those persons of their obligations hereunder with respect to such information.
    - iii. use the information only as needed for the purpose of bidding for the Project.
    - iv. except for the purpose of bidding for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and
    - v. undertake to document the number of copies it makes
    - vi. on completion of the bidding process and in case unsuccessful, promptly return to the SWSM, all information in a tangible form or destroy such information
1. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any information which:
2. was previously known to the Bidder free of any obligation to keep it confidential at time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure; or
3. is or becomes publicly known through no wrongful act of the Bidder; or
4. is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the information.
5. The Agreement shall apply to all information relating to the Project disclosed by the SWSM to the Bidder.
6. SWSM will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. SWSM reserves the right to share the information received from the bidder under the ambit of RTI Act.
8. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Bidder, on any of the information. Notwithstanding the disclosure of any information by the SWSM to the Bidder, the SWSM shall retain title and all intellectual property and proprietary rights in the information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by the SWSM is either granted or implied by the conveying of information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any

notice of any other proprietary right of the SWSM on any copy of the information and shall reproduce any such mark or notice on all copies of such information.

9. This Agreement shall be effective from the date of signing of this agreement and shall continue perpetually.
10. Upon written demand of the SWSM, the Bidder shall (i) cease using the information, (ii) return the information and all copies, notes or extracts thereof to the SWSM forthwith after receipt of notice, and (iii) upon request of the SWSM, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
11. This Agreement constitutes the entire Agreement between the SWSM and the Bidder relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the two parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
12. Confidential information is provided "As-Is". In no event shall the SWSM be liable for the accuracy or completeness of the confidential information.
13. This agreement shall benefit and be binding upon the SWSM and the Bidder and their respective subsidiaries, affiliate, successors and assigns.
14. This agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

(Signature)

(Name of the authorized Signatory)

Designation:

Date & Time :

Seal :

Business Address

## 13. Annexure -V- Power of Attorney

Know all men by these presents, we,..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr /Ms ..... son/daughter/wife of ..... And presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and On our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the at SWSM, proposed to be undertaken by the SWSM 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 SWSM, representing us in all matters before the SWSM, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the SWSM 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 SWSM. AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us. IN WITNESS WHEREOF WE,..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY OF .....,202....

For .....

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

.....

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



**Notes:**

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarised by a notary public. Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.

## 14. Annexure VI- Declaration of Data Security

To,

\_\_\_\_\_ State Water and Sanitation Mission, 1st Floor, Cidco Bhavan, South Wing,  
CBD Belapur, Navi Mumbai

Dear Sir,

We ..... who are established and reputable bidder having office at ..... do hereby certify that SWSM shall have absolute right on the digital data and output products processed / produced by us. We shall be responsible for security / safe custody of data during processing.

We also certify that the data will not be taken out of the SWSM's premises on any media. The original input data supplied to us by SWSM, and output products processed / produced from input data will not be passed on to any other agency or individual other than the authorized person of SWSM. We shall abide by all security and general instructions by Government of India and in line with the IT Act 2005 / Norms / Guidelines / Amendment / issued by Government time to time.

We also agree that any data from our computer system will be deleted in the presence of SWSM official after completion of the project task.

Thanking you,

Yours faithfully,

(Signature, name, designation and address)