

MADHYA PRADESH JAL NIGAM

(A Govt. of Madhya Pradesh Undertaking)

"8" Arera Hills, Bhopal - 462004

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CIN - U41000MP2012SGC028798

क्रमांक: 10258/2025/MPJNM /PROC Bhopal, Date:06-05-2025

CORRIGENDUM NO. 01

For NIT No. 02/Proc./MPJN/2025-26 Bhopal, Date 08/04/2025, the following critical dates are revised as mentioned below:

Internal Auditor for Madhya Pradesh Jal Nigam (MPJN) for Head Office, Bhopal & Twenty-Four (24) Project Implementation Units (PIUs) across Madhya Pradesh		
1.	Bid Submission Start Date:	14-May-2025 05:30 PM
2.	Bid Submission End Date:	20-May-2025 05:30 PM
3.	Bid Opening Date:	22-May-2025 12:30 PM

**Managing Director
Madhya Pradesh Jal Nigam**

REQUEST FOR PROPOSALS

Selection of Internal Auditor

for

Madhya Pradesh Jal Nigam (MPJN)

for

Head Office, Bhopal & Twenty-Four (24)

Project Implementation Units (PIUs)

across Madhya Pradesh

NIT No. 02/Proc/MPJNM/2025-26, Dated 08/04/2025

Cost of Work: Rs. 23,52,000/-

MANAGING DIRECTOR

MADHYA PRADESH JAL NIGAM

(A Govt. of Madhya Pradesh Undertaking)

8, Arera Hills, Old Jail Road, Bhopal – 462004

CIN. No. U41000MP2012SGC028798

Table of Contents

Table of Contents.....	2
SHORT NOTICE.....	3
PART 1 – SELECTION PROCEDURES.....	5
Section I: Instruction to Consultants.....	7
Section II: Data Sheet	18
Section III: Technical Proposal Forms	22
PART 2- TERMS OF REFERENCE.....	32
Section IV: Terms of Reference	33
PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS	40
Section V: Form of Contract.....	41
Section VI: General Conditions of Contract.....	43
Section VII. Special Conditions of Contract.....	60
Section VIII: Appendices.....	62

SHORT NOTICE

MADHYA PRADESH JAL NIGAM

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CIN. No. U41000MP2012SGC028798

NIT No. 02/Proc./MPJNM/2025-26

Bhopal, Dated 08/ 04/2025

NOTICE INVITING TENDER FOR SELECTION OF INTERNAL AUDITOR FOR MADHYA PRADESH JAL NIGAM (MPJN) FOR HEAD OFFICE, BHOPAL & Twenty-Four (24) PROJECT IMPLEMENTATION UNITS (PIUs) ACROSS MADHYA PRADESH

Madhya Pradesh Jal Nigam (MPJN) invites online tenders from eligible firms for following works as per the critical date specified on MP Government E-Procurement Portal <https://mptenders.gov.in>.

NIT NO.	Name of Work	Probable Amount of Contract (INR)	Cost of Tender Form (INR)	EMD (INR)	Duration (Months)
02	Internal Auditor for Madhya Pradesh Jal Nigam (MPJN) for Head Office, Bhopal & Twenty-Four (24) Project Implementation Units (PIUs) across Madhya Pradesh	23,52,000	5,000	47,100	24

Terms

1. Detailed NIT can be seen and downloaded from the Madhya Pradesh Government E-Procurement Portal (<https://mptenders.gov.in>).
2. Cost of Tender Document and EMD of required amount is to be submitted online on Madhya Pradesh Government E-Procurement Portal.
3. The Pre-bid meeting will be held as per schedule mentioned in Madhya Pradesh
4. The schedule for bidding process is specified as critical dates on the Madhya Pradesh Government E-Procurement Portal.
5. MPJN will not be responsible for any delay in submission of bid due to any reason.
6. MPJN reserves the right to accept or reject any bid, cancel the bidding process and reject all bids, at any time prior to the award of contract, without incurring any notice and answerability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders regarding the grounds for the Employer's discretion.
7. For any queries related to bid submission, please call M.P. Government E-Procurement Cell Help Desk Number 0120-4001002, 0120-4200462, 0120-4001005, 0120-6277787.

Managing Director

Madhya Pradesh Jal Nigam

PART 1 – SELECTION PROCEDURES

Contents

Section I: Instruction to Consultants	7
1. Definitions	7
2. Introduction	8
3. Conflict of Interest	8
4. Corrupt and Fraudulent Practices	9
5. Eligibility	10
6. Preparation of Proposals	10
7. Proposal Validity Period	11
8. Clarification and Amendments of RFP	11
9. Proposal Format, Submission and Content	12
10. Technical Proposal Format and Content	12
11. Financial Proposal Format and Content	14
12. Submission of Proposals	14
13. Opening of Proposals	15
14. Proposal Evaluation	15
15. Negotiations	17
16. Signing of Contract	17
17. Confidentiality	17
Section II: Data Sheet	18
Section III: Technical Proposal Forms	22
Form TECH-1: Technical Proposal Submission Form	22
Form TECH-2: Firm's Organization and Experience	24
Form TECH-3 (Form ACK): Acknowledgement of Compliance	28
Form TECH-4: Self Evaluation by Firm	30

Section I: Instruction to Consultants

A. General Provisions

1. Definitions

1.1. The following words and expressions shall have the meanings hereby assigned to them.

- a) “Affiliate(s)” means an individual or a firm that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- b) “Client” means Madhya Pradesh Jal Nigam.
- c) “Consultant” means any firm that may provide or provides the Services to the Client under the Contract.
- d) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in paragraph 1 of the Form of Contract.
- e) “Data Sheet” or “DS” (Section II of the RFP) means an integral part of the RFP that is used to reflect specific country and assignment conditions to supplement or amend the provisions of the ITC.
- f) “day” means calendar day.
- g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other professional personnel of the Consultant.
- h) “firm” means a private entity, a state-owned enterprise or institution.
- i) “Government” means the Government of India or Government of Madhya Pradesh as the case may be.
- j) “Instructions to Consultants” or “ITC” (this Section I of the RFP) means an integral part of the RFP that provides the Consultants with all information needed to prepare and submit their Proposals.
- k) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) is taken into account in the technical evaluation of the Consultant’s Proposal.
- l) “QCBS” means Quality Cost Based Selection.
- m) “Non-Key Expert(s)” means an individual professional provided by the Consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- n) “Portal” means Madhya Pradesh Government E-Procurement Portal (mptenders.gov.in).
- o) “Proposal” means the Technical Proposal or the Financial Proposal of the Consultant, or both, as appropriate.
- p) “RFP” means this Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.

- q) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- r) “Terms of Reference” or “TOR” (Section IV of the RFP) means an integral part of the RFP that describes the objectives, scope of services, activities and tasks to be performed and their timing, the relevant background information, respective responsibilities of the Client and the Consultant, the required experience and qualifications of the Key Experts, the expected results and deliverables of the assignment including any reporting and submission requirements.

2. Introduction

a. Scope of Proposal

- 2.1.** In connection with the NIT specified in the DS, the Client issues this RFP for the services as specified in Section IV, Terms of Reference. The name of the assignment is specified in the DS.

b. Interpretation

- 2.2.** Throughout this RFP:
 - a) the term “in writing” means communicated in written form and delivered against receipt; and
 - b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular.

c. Method of Selection

- 2.3.** The Consultants are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in DS 2.1. The Proposal will be the basis for a signed Contract with the selected Consultant.
- 2.4.** The Client will select the Consultant in accordance with the QCBS (Quality and Cost Based Selection) method of selection. 70% weightage will be awarded for Technical Proposal and 30% weightage will be awarded for Financial Proposal.

d. Local Conditions

- 2.5.** The Consultant shall familiarize themselves with the local conditions relevant to the Services and take them into account in preparing their Proposal, including attending a pre-proposal conference if one is arranged under ITC 8.2.

e. Project Data and Reports

- 2.6.** The inputs, relevant project data, and reports as specified in the DS are provided with this RFP at no cost for the preparation of the Consultant’s Proposal.

3. Conflict of Interest

a. Impartiality

- 3.1.** The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interest’s paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

b. Conflict of Interest

- 3.2.** The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract. Without limitation on the generality of the foregoing the Consultant shall not be hired under the circumstances set forth below:
- a) Conflict between consulting activities and procurement of goods or non-consulting services: A Consultant that has been engaged to provide goods or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods or non-consulting services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
 - b) Conflict among consulting assignments: Neither a Consultant nor any of its Affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant.
 - c) Relationship with Client's staff: A Consultant that has a close business relationship with professional personnel of the Client who are directly or indirectly involved in any part of:
 - (i) preparation of the TOR for the assignment;
 - (ii) selection process for the assignment; or
 - (iii) supervision of the Contract resulting from the selection process;shall be disqualified.
 - d) One Bid per Bidder: Based on the "One Bid per Bidder" principle, which is to ensure fair competition, a firm, and any Affiliates shall not be allowed to submit more than one Proposal.
 - e) Any other form of conflict of interest other than (a) through (d) of this ITC 3.2.

4. Corrupt and Fraudulent Practices

- 4.1.** It is Client's policy to require that the Consultants observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, Client:
- a) will reject the result of evaluation of Proposals if it determines that the Consultant evaluated as the highest- ranked has engaged in any corrupt or fraudulent practice in competing for the contract in question.
 - b) will recognize a Consultant as ineligible, for a period determined by Client, to be awarded a contract if it at any time determines that the Consultant has engaged in any corrupt or fraudulent practice in competing for, or in executing, another contract.
 - c) will recognize a Consultant as ineligible to be awarded a contract if the Consultant is debarred by any Government.

Client will recognize a Consultant as ineligible to be awarded a contract if the Consultant is debarred for the period starting from the date of issuance of this Request for Proposals up to the signing of the contract, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision. If it is revealed that the Consultant was ineligible to be awarded a contract according to above, Client will, in principle, impose sanctions against the Consultant.

- 4.2. If the Client determines, based on reasonable evidence, that the Consultant has engaged in any corrupt and fraudulent practice, the Client may disqualify such Consultant after notifying the grounds of such disqualification.
- 4.3. Furthermore, the Consultant shall be aware of the provision stated in Clause 1.9 of the General Conditions of Contract.

5. Eligibility

- 5.1. The Consultant shall be a single firm incorporated in India.
- 5.2. The Consultant that has been determined to be ineligible by Client in accordance with ITC 4.1 above, shall not be eligible to be awarded a contract.
- 5.3. The Consultant shall provide such evidence of its continued eligibility satisfactory to the Client, as the Client shall reasonably request.
- 5.4. The bidder should fulfil mandatory requirements as per ITC 14.3 & 14.4.

B. Preparation of Proposals

6. Preparation of Proposals

a. Completeness of RFP

- 6.1. Unless obtained in the manner specified in the RFP, the Client is not responsible for the completeness of the RFP, responses to requests for clarification, the minutes of the pre-proposal conference (if any), or addenda to the RFP in accordance with ITC 8.3. In case of any contradiction, documents obtained directly from the Portal shall prevail.

b. Information to be furnished

- 6.2. The Consultant is expected to examine all instructions, forms, and terms in the RFP in detail and to furnish with its Proposal all information and documentation as is required by the RFP. The information or documentation shall be complete, accurate, current, and verifiable.

c. Cost of Proposals

- 6.3. The Consultant shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

d. Language of Proposals

- 6.4. The Proposal, as well as all related correspondence exchanged by the Consultant and the

Client, shall be written in the language specified in the DS.

- 6.5.** Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of Proposal, in which case, for purposes of interpretation of the Proposal, such translation shall govern.

7. Proposal Validity Period

a. Validity Period

- 7.1.** The Consultant's Proposal must remain valid for a period specified in the DS after the Proposal submission deadline.
- 7.2.** During this period, the Consultant shall maintain its original Proposal without any change including proposed rates and total price.

b. Extension of Validity Period

- 7.3.** The Client will make its best effort to complete negotiations within this period. However, should the need arise, the Client may request, in writing, all Consultants to extend the validity period of their Proposals.
- 7.4.** The Consultants who do not agree have the right to refuse to extend the validity of their proposals in which case their Proposals will not be further evaluated.

8. Clarification and Amendments of RFP

a. Clarification of RFP

- 8.1.** The Consultant requiring any clarification of the RFP shall contact the Client in writing at the Client's address specified in the DS or raise its enquiries during the pre-proposal conference if provided for in accordance with ITC 8.2. The Client will respond in writing to any request for clarification, at least fourteen (14) days before the deadline for submission of Proposal provided that such request is received no later than twenty-one (21) days prior to that deadline. The Client shall upload its response on the Portal, including a description of the inquiry but without identifying its source. If so specified in the DS, the Client shall promptly publish its response on the Portal identified in the DS. Should the clarification result in changes to the essential elements of the RFP, the Client shall amend the RFP following the procedure under ITC 8.3.

b. Pre-Proposal Conference

- 8.2.** If so specified in the DS, the Consultant's designated representative is invited to attend a pre-proposal conference. The purpose of the conference will be to clarify issues and to answer questions on any matter that may be raised at that stage. Attending the pre-proposal conference is at the Consultants' expense. Minutes of the pre-proposal conference, if applicable, including the text of the questions asked by the Consultant, without identifying the source, and the responses given, together with any responses prepared after the conference, will be uploaded on the Portal. Any modification to the RFP that may become necessary as a result of the pre-proposal conference shall be made by the Client exclusively through the issue of an addendum pursuant to ITC 8.3 and not through the minutes of the pre-proposal conference. Nonattendance at the pre-proposal

conference will not be a cause for disqualification of a Consultant.

c. Amendment of RFP

- 8.3.** At any time prior to the Proposal submission deadline, the Client may amend the RFP by issuing an addendum in writing in sufficient time before the submission of Proposals. The addendum shall be uploaded on the Portal and will be binding on all the Consultants. To give the Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the Proposal submission deadline.
- 8.4.** The Consultant may submit a modified Proposal substituting the already submitted Proposal in accordance with ITC 12.5 at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the Proposal submission deadline.

9. Proposal Format, Submission and Content

9.1. Preparation of Proposal

- 9.1.1. Bidder should login on the Portal and prepare the bid after following the complete procedure of Portal.
- 9.1.2. Bidder should consider any corrigendum / addendum published on the Portal before submitting their bids.
- 9.1.3. Bidder should login on the Portal well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to any issues.

9.2. Preparation of covers: single stage three cover system

- 9.2.1. In the Cover 1 of online submission, Consultants are required to submit the detail of tender document fee and EMD.
- 9.2.2. In the Cover 2 – Technical Proposal of online submission, Consultants are required to submit the Technical Proposal as specified in ITC 10.
- 9.2.3. In the Cover 3 – Financial Proposal of online submission, Consultants are required to submit Financial Proposal in Portal as specified in ITC 11 (only online submission accepted).

10. Technical Proposal Format and Content

10.1. The Cover 2 - Technical Proposal shall comprise the following:

- a) completed Technical Proposal Forms, in accordance with ITC 10.2;
- b) Power of Attorney, authorizing the signatory of the Proposal to commit the Consultant, in accordance with ITC 12.2; and
- c) any other document required in the DS.

a. Contents

- 10.2.** The Technical Proposal shall provide the information requested in subparagraphs (a)

through (h) below, using the forms provided in Section III, Technical Proposal Forms. The forms shall be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

- a) Form TECH-1: This form entitled “Technical Proposal Submission Form”, once completed, shall be the Technical Proposal Submission Letter.
- b) Form TECH-2: A brief description of the Consultant’s organization and an outline of recent experience of the Consultant, on assignments of a similar nature are required in Form TECH-2. For each assignment, the outline shall indicate duration of the assignment, contract amount, and the Consultant’s involvement. Information shall be provided only for those assignments for which the Consultant was legally contracted individually as a single firm. The experience of affiliated entities (such as the parent company(ies), group company(ies), subsidiary(ies) or other affiliate(s)) shall not be included. The Consultant shall be prepared to substantiate the experience claimed if so requested by the Client.
- c) Form TECH-3: The Acknowledgement of Compliance as Form TECH-3. The Consultant’s authorized representative shall sign and date this Form on behalf of the Consultant.
- d) Form TECH-4: Self Evaluation by Firm as Form TECH-4. The Consultant’s authorized representative shall sign and date this Form on behalf of the Consultant.

10.3. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

b. Volume

10.4. The contents of the Technical Proposal and the recommended number of pages are indicated in the table below. A page is considered to be one printed side of A4 (210mm × 297mm). If other sizes of paper are used, the number of pages is determined on a pro-rata basis (e.g.: one (1) A3 page is equivalent to two (2) A4 pages.). Excessively voluminous Technical Proposals at the discretion of the Client may not be evaluated.

Technical Proposal Form		No. of Pages
1.	Consultant’s Organization and Experience	Twenty (20) pages
	a) Form TECH-2A Consultant’s Organization	
	b) Form TECH-2B Consultant’s Experience	
	c) Form TECH-2B Consultant’s Turnover	
2.	Form TECH-3 Acknowledgement of Compliance	As required for information requested.
3.	Form TECH-4 Self-Evaluation by Firm	As required for information requested.

11. Financial Proposal Format and Content

11.1. The Financial Proposal shall be submitted using the Forms provided in Cover 3 - BOQ to be completed as described therein. The forms shall be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

- a) All activities or items described in the Terms of Reference / Technical Proposal are deemed to be included in the prices provided for in the Financial Proposal.
- b) The Consultant shall quote the prices for the contract period for carrying out the entire work as specified in Terms of Reference.
- c) The price shall be inclusive of all taxes except GST (if applicable) which will be paid separately on prevailing rates.

a. Duties, Taxes and Levies

11.2. All duties, Taxes and levies arising out of the Contract except GST shall be considered and included in the Financial Proposal:

- a) the Consultant and all Experts shall be responsible for meeting all liabilities in respect of duties, taxes and levies arising out of the Contract except as specified in the RFP.
- b) Taxes and duties paid by the Consultant for this work, for which Consultant was not responsible on the day of submission of financial bid will be reimbursed on production of proof of deposit of such claim.

b. Currency of Proposal and Payment

11.3. The currency of the Financial Proposal shall be Indian National Rupee.

11.4. Payments under the Contract shall be made in Indian National Rupee.

C. Submission, Opening and Evaluation of Proposals

12. Submission of Proposals

12.1. The Consultant shall submit a signed and complete Proposal online on the Portal in accordance with the process specified in ITC 9 and comprising the documents in accordance with ITC 9, ITC 10 and ITC 11.

a. Format and Signing of Proposals

12.2. The original of the Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Consultant. The authorization shall be in the form of a Power of Attorney included in the Technical Proposal. All pages of the Proposal where entries or amendments have been made shall be signed or initialled by the person signing the Proposal. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.

12.3. The Consultants shall clearly mark “CONFIDENTIAL” any information which they regard as confidential to their business. Such information may include proprietary information, trade secrets or commercial or financially sensitive information.

c. Proposal Submission Deadline and Late Proposals

12.4. The Proposals must be submitted online as indicated in the DS no later than the date and the time specified in the DS, or any extension to this date in accordance with ITC 8.3. The Portal would not allow any late submission of bids after due date and time as per server time.

d. Substitutions and Modifications

12.5. The Consultants may substitute their Proposal on the Portal up to due date and time of submission of Proposals. The Portal would not allow any substitution or modification of bids after due date and time as per server time.

13. Opening of Proposals

13.1. The Client shall open and read out in public, in accordance with ITC 13.2, all Technical Proposals received by the deadline, at the date, time and place specified in the DS, in the presence of designated representatives of the Consultants who choose to attend.

13.2. Next, all other envelopes containing the Technical Proposals shall be opened one at a time, reading out and recording:

- (a) the name of the Consultant; and
- (b) any other details as the Client may consider appropriate.

13.3. At the end of the Technical Evaluation, the Client shall notify the Consultants whose Technical Proposal were determined to be responsive to the key aspects of the RFP, indicating the date, time and place of public opening of the Financial Proposals. The opening date shall allow Consultants sufficient time to make arrangements for attending the opening.

13.4. The Client shall simultaneously notify those Consultants whose Technical Proposals were determined to be non- responsive to the key aspects of the RFP.

13.5. The Client shall conduct the opening of the Financial Proposals in the presence of the Consultants' representatives who choose to attend at the place, date and time specified by the Client. The expected date for the public opening of the Financial Proposal is indicated in the DS.

13.6. At the opening of the Financial Proposal, first, the name of the Consultants shall be read out. Next, all envelopes containing Financial Proposals shall be opened one at a time, reading out and recording:

- a) the name of the Consultant;
- b) the Price of the Financial Proposal; and
- c) any other details as the Client may consider appropriate.

14. Proposal Evaluation

14.1. The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline.

14.2. For the purpose of evaluation of the Proposal, the Client has appointed an Evaluation Committee comprising of the persons competent for such purpose as its members. The

members of such evaluation committee shall conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals. They shall have no access to the Financial Proposals until the technical evaluation is concluded.

a. Technical Proposals

14.3. During the evaluation of the Technical Proposals, the Evaluation Committee shall determine if the Technical Proposals are responsive to the key aspects of the RFP and the Consultant meets the eligibility requirements specified in the Data Sheet.

14.4. A Proposal shall be rejected at this stage if it is determined to be non-responsive to the key aspects of the RFP, particularly the TOR or if the Consultant fails to meet the eligibility requirements specified in the Data Sheet.

b. Financial Proposals

14.5. The Evaluation Committee will review the detailed content of each Financial Proposal and the compatibility of the Technical and Financial Proposal. Financial Proposals will be reviewed to ensure that they are complete and in compliance with the requirements set forth in the RFP.

14.6. The first-ranked Firm based on the combined technical and financial score as computed below shall be the selected Audit Firm.

The computation of financial score shall be as below:

The lowest evaluated Financial Proposal will receive the maximum score of 100 marks. The score for each other Financial Proposal is inversely proportional to its financial proposal and will be computed as follows:

$$S_F = 100 \times F_M / F$$

where:

S_F is the financial score of the Financial Proposal being evaluated, F_M is the lowest evaluated Financial Proposal,

F is the Financial Proposal under consideration.

14.7. Upon completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by applying a weight 70:30 respectively to the technical and financial score of each evaluated qualifying Technical and Financial Proposal and then computing the combined total score for each Consultant. Proposals will finally be ranked according to their combined score (S) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where, S_T is score received for the Technical Proposal and S_F is score received for Financial Proposal and, T_w and F_w are weights assigned to Technical Proposal and Financial Proposal that shall 0.7 and 0.3 respectively.

The first-ranked Consultant based on the combined technical and financial score as computed above shall be the selected Audit Firm.

14.7.1. In the event that two or more bidders achieve the lowest combined total score (the “Tie Bidders”), Client shall identify the selected bidder based on the following:

- i. Bidder with higher technical score
- ii. Bidder with higher average annual turnover.
- iii. Draw of lots

D. Negotiations and Award

15. Negotiations

a. Technical Negotiations

15.1. The negotiations include discussions of the TOR, the proposed methodology, the Client’s inputs, the Special Conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

16. Signing of Contract

16.1. Upon conclusion of the Contract negotiations, the Client shall invite the selected Audit Firm for signing of the Contract.

16.2. The Audit Firm is expected to commence the Services on the date and at the place specified in the DS.

17. Confidentiality

17.1. Information relating to evaluation of Proposals and Contract negotiations shall not be disclosed to the Audit Firm who submitted the Proposals or to other persons not officially concerned with the selection process. The use by any Consultant of confidential information related to this selection process may result in the rejection of its Proposal.

17.2. Any attempt by an Audit Firm to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for contract negotiation may result in the rejection of its Proposal.

17.3. Notwithstanding ITC 17.2, from the time of Proposal opening to the time of Contract signing, if any Firm wishes to contact the Client on any matter related to the selection process, it shall do so in writing.

Section II: Data Sheet

A. General	
ITC 2.1	<p>The Notice Inviting Tender (NIT): <i>[insert reference number of the letter of Invitation]</i></p> <p>The name of the Assignment is: Internal Auditor for Madhya Pradesh Jal Nigam (MPJN) for Head Office, Bhopal & Twenty-Four (24) Project Implementation Units (PIUs) across Madhya Pradesh</p>
ITC 2.6	The following inputs, project data, reports, etc. are provided to facilitate the preparation of the Proposals: <i>N/A</i>
B. Preparation of Proposals	
ITC 6.4	Language of the Proposals: <i>English</i>
ITC 7.1	Proposals must remain valid <i>180 days</i> after the Proposal submission deadline date.
ITC 8.1	<p>The Client's address is: Attention: Managing Director Mailing Address: MADHYA PRADESH JAL NIGAM (A Government of Madhya Pradesh Undertaking) 8, Arera Hills, Bhopal – 462004 Website - mpjalnigam.mp.gov.in Email – mpjalnigam@mp.gov.in</p>
ITC 8.2	A pre-bid meeting will take place at the date and time specified on the Portal at the Client's address specified in DS 8.1.
ITC 10.1(c)	The Consultant shall submit the following additional documents in its Technical Proposal: none
C. Submission, Opening and Evaluation of Proposals	
ITC 12.4	<p>The Portal address for Proposal submission is: <i>https://mptenders.gov.in/</i> The Proposal submission deadline is specified as Critical Dates on the Portal.</p>
ITC 13.1	The opening of the Technical Proposals shall take place at Client's address specified in DS 8.1 as per the schedule specified as Critical Dates on the Portal.

ITC 13.5	The opening of the Financial Proposals is expected to take place at Client's address specified in DS 8.1 as per the schedule specified as Critical Dates on the Portal.
ITC 14.3 & 14.4	<p>Chartered Accountant Firm should fulfil the following mandatory requirements:</p> <ol style="list-style-type: none"> Firm must be in operation for at least 10 years as on bid due date (copy of ICAI Constitution Certificate to be submitted) Firm should have experience of at least Three Internal Audit assignments (other than accounting & taxation) of duration more than 12 months for Govt. companies / PSU's during last five years. Only the assignment for which the yearly fees paid is Rs. 5,00,000/- or more shall be considered. (copy of experience certificate to be submitted) Firm must have CAG empanelment for at least last 5 financial years, and should be empanelled with CAG as on bid due date (copy of empanelment document to be submitted) Firm must have at least 5 FCAs and 1 DISAs who should be associated with the firm for at least last three years as on bid due date (copy of ICAI Constitution Certificate for the relevant years to be submitted) Firm should have an average annual turnover of Rs. 1 Crore (from audit work) for last five financial years (2019-20, 2020-21, 2021-22, 2022-23, 2023-24) (copy of turnover certificate to be submitted) Firm should have head office or branch office in Bhopal. (self-declaration from authorized signatory to be submitted) Firm must have exposure of Govt. work and must be involved with at least two Govt. companies for at least three years during the last five years (copy of experience certificate to be submitted) Firm must be engaged in Income Tax, GST and Commercial Tax practice (copy of experience certificate to be submitted) Firm must have audit experience of at least two Externally Aided Projects (copy of experience certificate to be submitted) Firm should not have any disciplinary action initiated by ICAI at any time (self-declaration from authorized signatory to be submitted) The Chartered Accountant Firm or any Partner of the firm should not be blacklisted or debarred by any PSUs, State Government or Central Government Department / Union Territory / Local Authority / Central and State Government Undertaking or Government Organisations or any other organization in respect of any assignment or behaviour for this firm should give undertaking on Rs 1000 Stamp Paper during the last 15 Years.
D. Negotiations and Award	
ITC 16.2	<p>The expected date and location for commencement of services:</p> <p>Date: As instructed by Client</p> <p>Mailing Address: Client's address as specified in DS 8.1</p>

Technical Proposals of only the Firms meeting the above minimum eligibility criteria will be evaluated further.

A. Technical Evaluation Criteria:

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of technical evaluation. The evaluation for Technical Proposals of the Pre-Qualified bidders as per the following criteria. Bidders who score **70 Marks** or above shall only be considered for further evaluation for financial bid opening and evaluation.

No.	Criteria	Maximum Marks
1	The Bidder should have total experience at least 10 years from the date of registration with ICAI. (Required Document – ICAI Registration Certificate) Above 10 Years up to 15 Years: 15 marks, Above 15 Years: 20 marks	20
2	Firm should have experience of at least Three (3) Internal Audit assignments (other than accounting & taxation) of duration more than 12 months for Govt. companies / PSU's during last five years. Only the assignment for which the minimum yearly fees paid is Rs. 5,00,000/- shall be considered. (Required Document – copy of experience certificates) 3 eligible assignments: 20 marks. 4 eligible assignments: 25 marks. 5 and More than 5 eligible assignments: 30 Marks.	30
3	The CA Firm must be empanelled with C&AG for the FY 2023-24 having a minimum of five (5) Fellow Chartered Accountants (FCA) and at least one (1) DISA/CISA qualified Chartered Accountant (Required Document – CAG Empanelment Certificate) Minimum 5 fellow CA & minimum 1 DISA/CISA qualified: 20 marks, above 5 up to 10 fellow CA & minimum 2 DISA/CISA qualified :25 marks Above 10 fellow CA & minimum 2 DISA/CISA qualified: 30 marks	30
4	Financial Capability: The firm should have an average annual turnover of minimum Rs. 1 Crore (from audit work) in last five financial years i.e., 2019-20, 2020-21, 2021-22, 2022-23, 2023-24. (Required Document – Turnover Certificate from CA) Average annual professional receipt of above Rs. 1 Crore up to Rs. 2 Crore: 15 marks Average annual professional receipt Above Rs. 2 Crore: 20 marks	20
	Total	100

Section III: Technical Proposal Forms

Form TECH-1: Technical Proposal Submission Form

Date: *[insert date of Proposal submission]*

NIT No.: *[insert Notice Inviting Tender number]*

Assignment: *[insert name of Assignment]*

To: *[Insert full Name and mailing address of Client]*

Dear Sir/ Madam:

We, the undersigned, offer to provide the consulting services for *[Insert name of assignment]* in accordance with your Request for Proposals dated *[Insert Date of LOI]* and our Proposal.

We are hereby submitting our Proposal which includes *this Technical Proposal, and a Financial Proposal.*

We hereby declare that:

- (a) All the information provided, and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in Section II, Data Sheet (DS) 7.1.
- (c) We have no conflict of interest in accordance with Section I. Instructions to Consultant (ITC) 3.
- (d) We meet the eligibility requirements as stated in ITC 5.
- (e) Our Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in DS 7.1.
- (f) We understand that the Client is not bound to accept any Proposal that the Client receives.
- (g) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

We remain,

Yours sincerely,

Authorized Signature : *[Insert signature of the person duly authorised to sign the Proposal, in full and initials]*

Name and Title of Signatory : *[Insert full name and title of the person above]*

Name of Consultant : *[Insert name of firm]*

In the capacity of : *[Insert position of the person signing above]*

Contact information : *[Insert mailing address]*

[Insert tel. no. with country and city codes]

[Insert fax no. with country and city codes]

[Insert email address]

[Person signing the Proposal shall have the Power of Attorney given by the Consultant to be included in the Technical Proposal.]

Form TECH-2: Firm's Organization and Experience

A - Details of the Bidder

Sr. No.	Particulars	Remarks/Details (Page No.)
1.	Name of Firm	
2.	Details about office of Firm/applicant:	
	Date of incorporation of the Firm	
	Address :	
	Phone No :	
	E-Mail ID :	
	Website :	
	Contact person:	
	Mobile No. and contact person:	
3.	Name, address, Tel No. Fax, email at which communication to be sent in respect of bid	
5.	Status of Applicant [proprietorship /partnership firm/ Pvt. Ltd. Co. / Public Ltd Co.]	
6.	Details about Director/Partners List to be attached as per Partnership deed.	
7.	Copy of registration certificate/ Memorandum with ICAI to be attached.	
8.	Total experience of applicant firm [No. of years] from establishment of the firm.	
9	Details of similar Assignment of Audit undertaken for last five years.	To be given in Form Tech -2
10.	Certified copy of audited Income & Expenditure statement for the Turnover of Agency/ firm Applicant during last financial five years as required.	
11.	P.A.N. No. (Copy to be attached)	
12.	GSTIN Registration Certificate (Copy to be attached)	
13.	Details of TENDER Fees attached	
14.	Details of EMD attached	

Date:

Signature authorized signatory

& Firm Seal of the Bidder

B- Summary of Eligible Similar Assignment for last five years.

S. No	Name of Assignment	Name of Client/ Department	Professional Fees of the Assignment (Rs. Lakh)	Agreement No/ Work Order No & Date	Duration (years)
(1)	(2)	(3)	(4)	(4)	(5)
1					
2					
3					
4					
5					

Note: The details on the above projects should be provided in the format below along with supporting document.

[Using the format below, provide information on each assignment for which your firm for this assignment, was legally contracted individually as a single firm for carrying out services similar under this assignment. The experience of affiliated entities (such as the parent company(ies), group company(ies), subsidiary(ies) or other affiliate(s)) shall not be included.]

Assignment name:	Approx. value of the contract (in Rs. Lakh):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of man-months of the assignment:
Address:	
Start date (month/year):	Completion date (month/year):
Narrative description of Project:	
Description of actual services provided by the firm in the assignment:	

Note: Certificate from Principal Employer (Executive Engineer or above) regarding experience should be furnished.

C - Firm's Turnover

Format for Certificate for Annual Turnover <i>(To be submitted on the letterhead of Statutory Auditor / Chartered Accountant)</i>						
We have verified the relevant statutory and other records of _____ [Name of the Applicant], and certify that the annual turnover from audit services for the last three completed financial years is as follows:						
(Rs Crore)						
Bidder Name	Annual Turnover from Audit Services					
	2023-24	2022-23	2021-22	2020-21	2019-20	Average

This certificate is being issued to be produced before **Managing Director, Madhya Pradesh Jal Nigam, Bhopal.**

Date & Signature and Seal of the Statutory Auditor / Chartered Accountant
(clearly indicating membership number)

Date: _____
Place: _____

Note:

1. Along with the above format and information, the Bidders for demonstrating the Financial Capacity shall attach copies of the audited annual reports for 5 (Five) years preceding the Bid Due Date. The financial statements shall:
 - a. reflect the financial situation of the Bidder.
 - b. be complete, including all notes to the financial statements. and
 - c. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form TECH-3 (Form ACK): Acknowledgement of Compliance

A) I, *[insert name and position of authorized signatory]* being duly authorized by *[insert name of Firm]* (hereinafter referred to as the “Firm”) to execute this Acknowledgement of Compliance, hereby certify on behalf of the Consultant and myself that:

- (i) all information provided in the Technical and Financial Proposals (collectively “Proposals”) submitted by the Firm for *[name, number and identification of assignment as stated in DS 2.1]* (hereinafter called “the Project”) is true, correct and accurate to the best of the Firms’ and my knowledge and belief; and
- (ii) the Firm has not, directly or indirectly, taken any action which is or constitutes a corrupt or fraudulent practice and is not subject to any conflict of interest as stipulated in the Request for Proposals.

<If debarment for more than one year by the Government is NOT imposed, use the following sentence B).>

B) I certify that the Firm has NOT been debarred by the Government for more than one year since the date of issuance of the Request for Proposals.

<If debarment for more than one year by the Government has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B’).>

B’) I certify that the Firm has been debarred by the Government for a period more than one year BUT that on the date of issuance of the Request for Proposals at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

name of the debarred firm	starting date of debarment	ending date of debarment	reason for debarment

C) I certify that the Firm will not enter into a subcontract with a firm or an individual which has been debarred by the Government for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.

D) I certify, on behalf of the Firm, that if selected to undertake services in connection with the Contract, the Firm shall carry out such services in continuing compliance with the terms and conditions of the Contract.

E) I further certify, on behalf of the Firm, that if the Firm is requested, directly or indirectly,

to engage in any corrupt or fraudulent act or practice under any applicable law, such as the payment of a rebate, at any time or any stage of a process of consultant selection such as evaluation, execution or implementation of contract (including amendment thereof), the Firm shall report all relevant facts regarding such request to the relevant section in Client or Government in a timely manner.

The Firm acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Firm's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) or to take any other action, required to or allowed to, be taken by the Consultant.

- F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Consultant will accept, comply with, and not object to any remedies taken by the Client and any sanctions imposed by or actions taken by Client.

Authorized Signatory

[insert name of signatory; title]

For and on behalf of the Firm

[insert name of the Audit Firm]

Date: *[insert Date]*

Form TECH-4: Self Evaluation by Firm

No.	Criteria	Maximum Marks	Bidder Submissions	Marks Obtained
1	<p>The Bidder should have total experience at least 10 years from the date of registration with ICAI.</p> <p>(Required Document – ICAI Registration Certificate)</p> <p>Above 10 Years up to 15 Years: 15 marks, Above 15 Years: 20 marks</p>	20	Years of Experience (Page No of supporting document)	
2	<p>Firm should have experience of at least Three (3) Internal Audit assignments (other than accounting & taxation) of duration more than 12 months for Govt. companies / PSU's during last five years. Only the assignment for which the minimum yearly fees paid is Rs. 5,00,000/- shall be considered.</p> <p>(Required Document – copy of experience certificates)</p> <p>3 eligible assignments: 20 marks. 4 eligible assignments: 25 marks. 5 and More than 5 eligible assignments: 30 Marks.</p>	30	No of assignments submitted (Page No)	
3	<p>The CA Firm must be empanelled with C&AG for the FY 2022-23 having a minimum of five (5) Fellow Chartered Accountants (FCA) and at least one (1) DISA/CISA qualified Chartered Accountant</p> <p>(Required Document – CAG Empanelment Certificate)</p> <p>Minimum 5 fellow CA & minimum 1 DISA/CISA qualified: 20 marks, above 5 up to 10 fellow CA & minimum 2 DISA/CISA qualified: 25 marks Above 10 fellow CA & minimum 2 DISA/CISA qualified: 30 marks</p>	30	No of CA – No of DISA – (Page No)	
4	<p>Financial Capability: The firm should have an average annual turnover of minimum Rs. 1 Crore (from audit work)</p>	20	Av. Annual turnover of last five years – (Page No)	

No.	Criteria	Maximum Marks	Bidder Submissions	Marks Obtained
	<p>in last five financial years i.e., 2019-20, 2020-21, 2021-22, 2022-23, 2023-24. (Required Document – Turnover Certificate from CA)</p> <p>Average annual professional receipt of above Rs. 1 Crore up to Rs. 2 Crore: 15 marks</p> <p>Average annual professional receipt Above Rs. 2 Crore: 20 marks</p>			
	Total	100		

PART 2- TERMS OF REFERENCE

Section IV: Terms of Reference

1. BACKGROUND

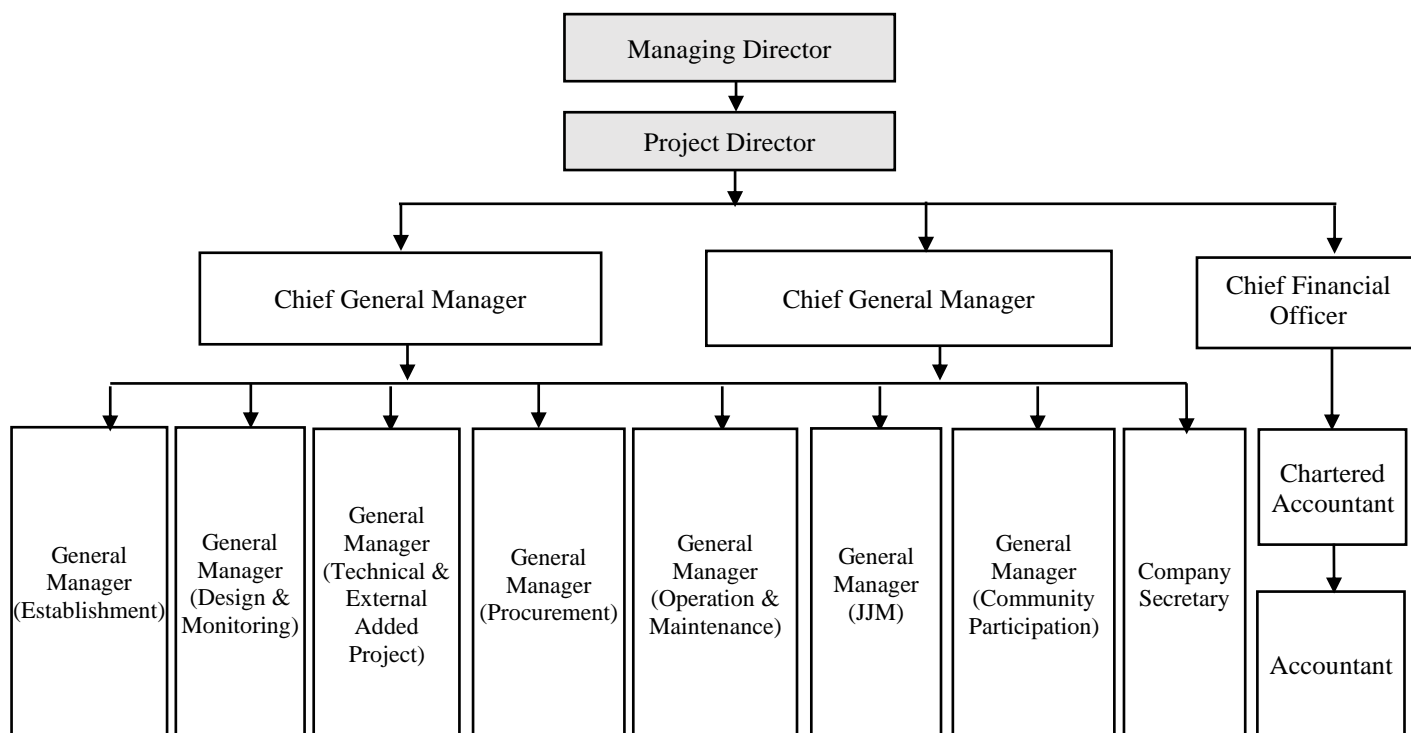
Madhya Pradesh Jal Nigam (MPJN) was incorporated as a wholly owned State Government Company under the Companies Act, 1956 on 9th July 2012. It is under the Chairmanship of Hon'ble Chief Minister, Govt. of Madhya Pradesh, as a separate entity under Public Health Engineering Department. It is responsible for design, execution, implementation, operation and maintenance of rural water supply schemes in the state to ensure safe, adequate drinking water to every household with tap connection in the areas of the state.

MPJN is a nodal agency for implementing Jal Jeevan Mission which is a flagship programme of Government of India. According to JJM, 'Every rural household should have drinking water supply in adequate quantity of prescribed quality on regular and long-term basis at affordable service delivery charges leading to improvement in living standards of rural communities. MPJN is establishing decentralized, demand-driven, community-managed implementation of multi-village systems which will instil the sense of ownership among the local community.

Vision

MPJN envisions to provide safe and sustainable tap drinking water to communities and raw water to industries by utilizing surface water resources and to provide sustainable treatment and disposal of sewage.

Organizational Structure



Project Implementation Unit

MPJN has formed 24 Project Implementation Units (PIUs) to supervise the execution, operation and maintenance of schemes at Bhopal, Damoh, Guna, Indore, Jabalpur, Mandsaur, Neemuch, Panna, Rajgarh, Satna, Umaria, Gwalior, Sidhi, Singrauli, Sagar, Chhatarpur, Chhindwada, Mandla, Rewa, Khargone, Jhabua, Sehore, Ujjain, Barwani. Additional PIUs may be added by Madhya Pradesh Jal Nigam (MPJN) at its direction.

2. PROPOSED ARRANGEMENT

2.1. Selected firm will be required to provide services of Internal Auditor at Head Office, Bhopal & Project Implementation Units, along with time-to-time advice on tax matter like Income Tax, GST and other taxes as applicable. The Internal Auditor has to furnish quarterly reports of Head Office & Project Implementation Units (PIUs) on timely basis. There are Twenty-Four Project Implementation Units (PIUs) at present, however, this number can increase / decrease based on MPJN requirement / decision.

3. OBJECTIVES

3.1. The objectives of the firms' services are:

- i. Review of internal control system - To determine if the internal control system is in alignment with organizational structure, should review and analyse in terms of cost and benefit
- ii. Conduct of entire audit plan, procedures & reports should be as per the guidelines of Jal Jeevan Mission.
- iii. Reliability and integrity of financial and operating information and the means used to identify measure, classify and report such information.
- iv. Economical and efficient use of resources - setting proper economic/efficient use of resource should be detailed enough to be identifiable, capable of being used by operating personal for monitoring & evaluating their performance, system of identification and analysis of deviation should be examined.
- v. Compliance with laws, policy, plans & procedures.
- vi. Review the organizational structure - Conduct an appraisal of the organization structure to ascertain if it is in harmony with the objectives & assigned responsibilities is in consonance.
- vii. Accomplishment of established goals for operation - It should be examined weather the objectives are revised periodically, or if the plans are anticipating the problems area, etc. of operation and programs.
- viii. Review of custodianship & safeguarding of assets.
- ix. Review of efficiency of internal control operation, IT control, reliability of financial reporting, deterring and detecting fraud and compliance with laws and regulation.
- x. To advice high quality accounts keeping and to ensure that all accounting norms are followed to its fullest within the stipulated schedule.
- xi. Establish an effective internal audit and control system

- xii. To demonstrate the efficacy of accounts audit by independent external agencies experienced in audits.
- xiii. Ensure prevention by early detection of misappropriation, fraud, irregularities, negligence, etc.

4. CONTRACT MANAGEMENT FRAMEWORK

4.1. A Contract Management Framework (CMF) will govern the execution of works. The main features of CMF are described below:

- i. The firm shall depute one dedicated Chartered Accountant to the Head Office of MPJNM during the Audit period along with two assistants.
- ii. The deputed Principal (CA) should visit once in weekly to conduct audit at Head Office.
- iii. The selected Firm shall be required to inform in written via official email about detailed audit plan and team members with their name & qualification conducting the audit to concerned PIU office and Head Office (Finance department) at least 10 days before starting of audit.
- iv. The Audit Firm should submit the Quarterly Internal audit plan for the Financial Year with the Head Office MPJNM for approval of Audit Committee at the start of the Audit.
- v. The Team Leader of the audit team shall be responsible for the supervision and overall monitoring of the team. He shall arrange all necessary information for the audit team from time to time, effectively supervise and control the audit.
- vi. The deployed audit team, referred to as Auditor hereafter, shall be responsible for carrying out the Internal Audit as per scope of work as defined in the tender document, and in accordance with applicable rules, regulations and guidelines.
- vii. The Team Leader (FCA) deployed shall be responsible for the overall coordination of the Internal Audit function. He should ensure the work shall be as per the Scope of Internal Audit and completion of the Audit as per the schedule.
- viii. During the course of the audit, there shall be regular meetings between the management and the team leader of the audit team to discuss and review upon the issues. He should also report to the management of the company on need basis.
- ix. The firm shall be required to report the outcome of their activities to the Managing Director.
- x. The Internal Auditor should be responsible for periodically evaluating the adequacy and effectiveness of the system of internal control and the quality of performance in carrying out assigned responsibilities throughout MPJN.
- xi. The Internal Audit staff will be authorized to review all areas of the organization and shall have full and free access to all activities, records, property and personnel of the organization.
- xii. The Internal Auditor shall be obliged to maintain complete secrecy and not to disclose any matter which comes to its knowledge while conducting Internal Audit, to any third party, which may affect the interest of the MPJN adversely.

- xiii. The Internal Auditor shall not sublet the work of Internal Audit to any other party.
- xiv. During the course of the audit there shall be regular meetings as informed time to time between the management of the Company and the team leader of the audit team to discuss and review upon the issues and audit findings. He should also report to the management of the company on need basis.
- xv. Any other work assigned by the management.

5. DUTIES AND RESPONSIBILITIES OF THE INTERNAL AUDITORS

The role of an Internal Auditor covers many aspects of finance work including:

- i. continuous management of financial systems and budgets;
- ii. undertaking financial audits (an independent check of an organization's financial position);
- iii. providing financial advice;
- iv. Reviewing systems and analysing risk;
- v. Performing tests to check financial information and systems;
- vi. Examine financial statements to ensure that they are accurate and comply with laws and regulations;
- vii. Review and organize financial records;
- viii. Verification of Bank Interest certificates.
- ix. Detailed scrutiny of All Bills:
 - a. Price Adjustment Bills.
 - b. Price Variation Bills.
 - c. Milestone Bills.
 - d. RA Bills of EPC/Works contract.
 - e. SQC/TPIA/PMC Bills.
 - f. O&M bills.
 - g. ISA Bills.
 - h. Other Bills
 - i. Final Bills.
- x. Assess financial operations and make best-practices recommendations to management;
- xi. Collect and analyse data to detect deficient controls, duplicated effort, extravagance, fraud, or non-compliance with laws, regulations, and management policies;
- xii. Prepare detailed reports on audit findings;
- xiii. To ensure that the required quarterly reports on various matters are submitted to HO properly and in due time.
- xiv. Audit of Jal Jeevan Mission and Preparation of Annual Financial Statements for Jal Jeevan Mission and timely submission of its Audit Report before due date.
- xv. Reconciliation of JJM account entries with IMIS portal.
- xvi. Confer with company officials about financial and regulatory matters;
- xvii. Examine inventory to verify journal and ledger entries;

- xviii. Counselling areas of business improvement, or dealing with insolvency;
- xix. Detecting and preventing fraud (forensic accounting);
- xx. Liaising with accounts section and dealing with any financial irregularities as they arise;
- xxi. Verification of various Taxes payment and Return filing is done from head office required under different applicable taxes.
- xxii. All Taxes compliance is centralized and done from Head Office therefore all GST Return under GST law i.e GSTR-1, GSTR-3B, GSTR-7 is to be reconciled monthly, quarterly and annually with the books of accounts, internal auditor needs to make reconciliation of the claimed ITC with GSTR-2B return.
- xxiii. TDS Compliance checking, Professional Tax verification of liability correctly booked and deducted as per books of accounts and monthly TDS payment made as per liability. Verification of timely TDS Return filing and matching and reconciled monthly, quarterly and annually return data with monthly tax Paid.
- xxiv. Consultancy services related to GST, Income Tax, Professional Tax compliances.
- xxv. Provide recommendations for improving the efficiency and effectiveness of tax and compliance management processes within the organization.
- xxvi. Internal auditor is required to give opinions on statutory matters if asked by the management.
- xxvii. Internal auditor is required to check Employee-Related Statutory Compliances This includes checking compliance with:
 - **Provident Fund (EPF).**
 - **Employees' State Insurance (ESI).**
 - **Gratuity.**
 - **Professional Tax:** Ensuring professional tax is deducted and deposited correctly.
- xxviii. **Any Other Compliance Areas:** Compliance with other sector-specific regulations.
- xxix. Conduct ongoing monitoring of changes in tax laws and other statutory regulations and ensure the company updates its processes accordingly.
- xxx. Quarterly PIU Audit: Conduct a detailed scrutiny of all expenditures at the PIU level, ensuring proper accounting records are maintained and submit the quarterly Audit report.
- xxxi. Verification & scrutiny of Trial Balance as well as Consolidated Trail Balance.
- xxxii. Support in preparation of Financial Statements and Notes to Accounts.
- xxxiii. Audit of different of financial activities and internal control system of all department /Sections of head office.
- xxxiv. Audit of all type of online transactions relating to receipts and payments.
- xxxv. Help in finalization of final accounts of the company for approval in Audit Committee as instructed.
- xxxvi. To review all the agreements executed by the company. It must include the review of variations of tender cost, in accordance with tender condition.
- xxxvii. To carry quarterly audit of all sections
- xxxviii. Quarterly review of all measurement books.

- xxxix. To review all returns submitted by the company to the Income Tax Department, GST Department and any other Statutory Department. Also, to guide for other statutory compliances & recent amendments, if any.
- xl. To perform quarterly audit of PIUs by visiting the PIU offices and inspecting records.
- xli. Verify all Statement of Expenditure prepared by PIUs & ensure timely booking of expenditures in books of Head Office.
- xlii. Verification of Fixed assets capitalization during the audit period with Fixed Asset Register and its physical verification.
- xliii. Verification of Internal control system related to procurements, expenses, Payments, operations, revenue leakages etc.
- xliv. To carry out the internal audit of externally aided projects & ensure proper accounting & other necessary compliances.
- xlv. Any other task and assignment as and when required by the Management.

6. AUDIT REPORTS

6.1. Audit Reporting shall be in the following manner:

- The Internal Audit needs to be done in monthly basis and the Report shall be submitted on quarterly basis.
- cover the detailed scope of audit as per “Duties and Responsibilities of the Internal Auditor”. The Internal Auditor should ensure the applications of the Standards of Internal Audit (SIA) while performing the function of Internal Audit. The quarterly report for the preceding quarter should be submitted by the 15th of the next month.

The Internal Auditors are required to include the following format in their report:

- Records which could not be referred by the Auditors
 - List of records with the reason e.g. non-production / non-availability
- Irregularities noticed (Point wise irregularities may be furnished under following broad category)
 - Financial Irregularities:
 - Regulatory Irregularities:
 - Persistent Irregularities:
 - Procedural Irregularities:
- In addition to the Audit reports, the Internal Auditor shall prepare the Management Letter, in which the following shall be included:
 - i. Comments and observations on the accounting records, financial systems and internal controls that were examined during the course of audit.
 - ii. Comments on the deficiencies in the internal controls’ procedural compliance in the unit/ office/departments subject to audit.
 - iii. Identify specific deficiencies and areas of weakness in systems and internal controls and make recommendations for their improvement.
 - iv. Communicate matters that have come to the attention during the audit which might have a significant impact on the functioning in the company.

- v. Bring to the company's attention any other matters that it considers pertinent for risk mitigation and strengthening the internal controls.
 - vi. Give recommendations for the audit findings.
- 6.2. Each deliverable shall be provided in printed format along with the soft copy to the Client.
- 6.3. Further, a summary of each audit report will be submitted to the Client.
- 6.4. The Head of Internal Audit will include the Management's response in the audit report and shall clearly specify the corrective action taken or to be taken in regard on the specific findings and recommendations.
- 6.5. Management's response should include a timetable for anticipated completion of action to be take and explanation for any recommendations not addressed. All significant findings will remain open until cleared by the Head of Internal Audit.

7. Standards

- 7.1. The Internal Auditor shall work for the achievement of the objectives of Internal Audit and as per the Standards of Internal Audit prescribed.
- 7.2. If the performance of the Internal Auditor is found to be unsatisfactory or not to the standards as expected by MPJN, the contract can be terminated even before the expiry of the period of agreement.
- 7.3. In case CAG empanelled is cancelled during the term of the contract, the contract can be terminated by MPJN.

8. Payment Estimates

- i. PIU Quarterly Audit Expenditure will be reimbursed to the firm according to the applicable TA/DA rules of the State Government.
- ii. At present there are 24 Project Implementation Units (PIUs). In case of increase / decrease in the number of Project Implementation Units (PIUs) during the term of the Contract, the payment will be adjusted on pro rata basis based on Financial Proposal of the Consultant.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section V: Form of Contract

Form of Contract: TIME-BASED

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Client] (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (i) This Form of Contract;
 - (ii) The Special Conditions of Contract (SCC);
 - (iii) The General Conditions of Contract (GCC);
 - (iv) The following Appendices:
 - Appendix A : Description of Services
 - Appendix B : Form of Performance Security
 - Appendix C : Acknowledgment of Compliance

In the event of any ambiguity or conflict between the documents listed above, the order of precedence shall be the order in which the documents are listed in this Clause 1.
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of [*name of Client*]

[*Authorized Representative of the Client – name, title and signature*]

For and on behalf of [*name of Consultant*]

[*Authorized Representative of the Consultant – name and signature*]

Section VI: General Conditions of Contract

Table of Contents

Section VI: General Conditions of Contract.....	43
1. GENERAL PROVISIONS	44
2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	46
3. OBLIGATIONS OF THE CONSULTANT	51
4. CONSULTANT'S EXPERTS.....	54
5. OBLIGATIONS OF THE CLIENT	55
6. PAYMENTS TO THE CONSULTANT	56
7. FAIRNESS AND GOOD FAITH	58
8. SETTLEMENT OF DISPUTES	59
Section VII. Special Conditions of Contract.....	60
Section VIII: Appendices.....	62
Appendix A – Description of Services	62
Appendix B – Form of Performance Security	63
Appendix C – Financial Proposal	65

1. GENERAL PROVISIONS

1.1. Definitions

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

- a) “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- b) “Base Date” means the date 28 days prior to the latest date for submission of the Financial Proposal.
- c) “Client” means Madhya Pradesh Jal Nigam.
- d) “Consultant” means the firm named as Consultant in the SCC.
- e) “Contract” means the legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- f) “Contract Price” means the amount stated in Clause SCC 6.1(a).
- g) “Currency” means Indian National Rupee.
- h) “day” means calendar day unless indicated otherwise.
- i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other professional personnel of the Consultant assigned by the Consultant to perform the Services or any part thereof under the Contract.
- k) “GCC” means these General Conditions of Contract.
- l) “Government” means the Government of Madhya Pradesh or Government of India, as the case may be.
- m) “Key Expert(s)” means an individual professional assigned by the Consultant to perform the Services or any part thereof under the Contract, whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract.
- n) “Non-Key Expert(s)” means an individual professional assigned by the Consultant to perform the Services or any part thereof under the Contract.
- o) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- p) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- q) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A.
- r) “Third Party” means any person or entity other than the Client or the Consultant.

1.2. Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Experts, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4. Language

This Contract shall be executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5. Headings

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

1.6. Communications

1.6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 1.4. Any such communication shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

1.6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

1.7. Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, as the Client may approve.

1.8. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the representatives specified in the SCC.

1.9. Corrupt and Fraudulent Practices

If the Client determines, based on reasonable evidence, that the Consultant has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Client may, after giving 14 days' notice to the Consultant, terminate the Contract and the provisions of Clause GCC 2.9 shall apply as if such termination had been made under Clause GCC 2.9.1. Should any Expert of the Consultant be determined, based on reasonable evidence, to have engaged in corrupt or fraudulent practice during the execution of the work then that Expert shall be immediately removed and replaced by a suitable Expert in accordance with Clauses GCC 4.3 and 4.4.

The Consultant is required to comply with Client's policy in regard to corrupt and fraudulent practices as declared in Appendix C

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1. Effectiveness of Contract

With respect to the effectiveness of the Contract, the following shall apply:

- a) Unless otherwise specified in the SCC, this Contract shall come into force and effect on the date (the “Effective Date”) when this Contract has been signed by the Parties.
- b) Upon fulfilment of the conditions indicated above, the Client shall issue a written notice to the Consultant which confirms the Effective Date.

2.2. Termination of Contract for Failure to become effective

Unless a different period of time is otherwise specified in the SCC, if this Contract has not become effective within four (4) months after the date of the Contract signed by the Parties, the Consultant or the Client may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3. Commencement of Services

With respect to the commencement of the Services, the following shall apply:

- a) Subject to Clause GCC 6.6(a), the Consultant shall commence carrying out the Services not later than fourteen (14) days from the Effective Date, or as instructed by Client.
- b) The Consultant shall confirm in writing the date of commencement of the Services before starting to deliver the Services.
- c) In the absence of such confirmation, the Consultant is deemed to have commenced the services on the last day of the above period of fourteen (14) days.

2.4. Expiration of Contract

2.4.1. Unless terminated earlier pursuant to Clause GCC 2.9, this Contract shall expire at the end of such time period, as specified in the SCC, after the commencement of the Services specified in Clause GCC 2.3.

2.4.2. The Contract can be extended by further period, as specified in the SCC, based on performance of Consultant and mutual consent. The decision of Managing Director, Madhya Pradesh Jal Nigam regarding any extensions shall be final.

2.5. Entire Agreement

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

2.6. Modifications

2.6.1. Modifications or Variations

- a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.6.2. Extension

If the Consultant has been delayed or impeded in the performance of any of its obligations under this Contract by any of the reasons specified in paragraphs (a) through (f) of this Clause GCC 2.6.2, the contract term as set forth in Clause GCC 2.4 shall be extended by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Consultant, and an appropriate adjustment in the Contract Price shall be made accordingly.

- a) Any modifications or variations pursuant to Clause GCC 2.6.1;
- b) Any occurrence of Force Majeure pursuant to Clause GCC 2.7;
- c) Any suspension by the Client pursuant to Clause GCC 2.8.1(c);
- d) Any unreasonable delay by the Client in giving his decision, approval or consent (where required) to the documents (e.g. reports, plans, etc.) prepared and submitted by the Consultant;
- e) Any act or omission of or any default or breach of this Contract by the Client or any act or omission of any other consultants and/or contractors employed by the Client; or
- f) Any other matter mentioned in this Contract as giving rise to an entitlement to an extension of the contract term.

2.6.3. Consultant's Claims

- a) Except where otherwise provided elsewhere in this Contract, the Consultant shall submit to the Client a notice of a claim for an extension of the contract term and/or adjustment in the Contract Price, together with particulars of the event or circumstance justifying such extension and adjustment, as soon as reasonably practicable after the occurrence of such event or circumstance. As soon as reasonably practicable after the receipt of such notice and supporting particulars of the claim, the Client and the Consultant shall agree upon the extended period and/or the adjusted Contract Price.
- b) The Consultant shall at all times use all commercially reasonable endeavours to minimize any delay in the performance of its obligations under this Contract.
- c) Disagreement between the Parties as to any modification or variation, and extension shall be settled according to Clause GCC 8.

2.7. Force Majeure

2.7.1. Definition

- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as

reasonably to be considered impossible in the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, terrorism, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.

- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2.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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3.Measures to be Taken

- a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
 - (i) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (ii) continue the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GCC 8.

2.8. Suspension

2.8.1. Suspension by Client

- a) The Client may, by written notice of suspension to the Consultant, suspend, in whole or part, the Services and such suspension continues until the Client gives a written permission or instruction to proceed.
- b) The Client may suspend, in whole or part, the Services if an event shall have happened and be continuing, in which the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension shall:
 - (i) specify the nature of the failure, and
 - (ii) request the Consultant to remedy such failure within a period not exceeding twenty-eight (28) days after receipt by the Consultant of such notice of suspension.
- c) If the Project or the Services are suspended by the Client for any reason other than those provided in Clause GCC 2.8.1(b) more than twenty-eight (28) days, over the term of this Contract, the Consultant shall be paid for all services performed prior to the receipt of a notice of suspension.
- d) During any suspension of the Services under Clause GCC 2.8.1 (c), the Consultant shall be compensated for any costs of maintaining fixed assets, the costs of leases or other items acquired for the Project, as well as all expenses reasonably incurred by, including but not limited to, temporary demobilization, reassignment of the Experts. In addition, upon resumption of the Services, the Client shall compensate the Consultant for expenses incurred as a result of the resumption of its services, and the Consultant's schedules (Expert and other relevant schedules) shall be appropriately adjusted.

2.9. Termination

This Contract may be terminated by either Party as per provisions set up below:

2.9.1. Termination by Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.9.1. In such an occurrence the Client shall give at least twenty-eight (28) days' written notice of termination to the Consultant in case of the events referred to in (a) through (e); and at least fifty-six (56) days' written notice in case of the event referred to in (f):

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 2.8.1(b);
- b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8;

- d) If, as the result of Force Majeure, either Party is unable to fulfil its contractual obligations for a period of not less than fifty-six (56) days; and
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2. Termination by Consultant

The Consultant may terminate this Contract, by not less than twenty- eight (28) days' written notice to the Client, such notice to be given if any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.9.2 occurs:

- a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 8 within forty-two (42) days after receiving written notice from the Consultant that such payment is overdue;
- b) If, as the result of Force Majeure, either Party is unable to fulfil its contractual obligations for a period of not less than fifty-six (56) days;
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8;
- d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-two (42) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach;
- e) If the Services are suspended pursuant to Clause GCC 2.8.1(c) for more than eighty-four (84) days; and
- f) If the Client becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

2.9.3. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.9, or upon expiration of this Contract pursuant to Clause GCC 2.4, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 3.4, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.7, and (iv) any right which a Party may have under the Applicable Law.

2.9.4. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.9.1 or GCC 2.9.2, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenses for this purpose to a minimum. With respect to equipment, vehicles and materials provided by the Client, the Consultant shall proceed as provided by Clause GCC 3.10.

2.9.5. Payment upon Termination

Upon termination of this Contract pursuant to Clauses GCC 2.9.1 or GCC 2.9.2, the Client shall make the following payments to the Consultant:

- a) payments pursuant to Clause GCC 6.2 for Services satisfactorily performed prior to the effective date of termination; and
- b) in the case of termination pursuant to paragraphs (d) and (f) of Clause GCC 2.9.1 and to GCC 2.9.2, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including demobilization, associated overhead cost, the cost of the return travel of the Experts and their eligible dependents, and all other expenses, damages and losses resulting from the termination.

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GCC 2.9.1 or in Clause GCC 2.9.2 has occurred, such Party may, within forty-two (42) days after receipt of notice of termination from the other Party, refer the matter for dispute settlement in accordance with the procedures stated in Clause GCC 8, and this Contract shall not be terminated on account of such event unless otherwise settled in accordance with GCC 8.

3. OBLIGATIONS OF THE CONSULTANT

3.1. General

3.1.1. Standard of Performance

- a) The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- b) The Consultant shall employ and provide such qualified and experienced Experts as are required to carry out the Services.
- c) The Consultant may not subcontract any part of the Services. The Consultant shall retain full responsibility for the Services.

3.1.2. Law Applicable to Services

The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that all of its Experts comply with the Applicable Law.

3.2. Conflict of Interest

The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1. Consultant Not to Benefit from Commissions, Discounts, etc.

- a) The payment to the Consultant pursuant to Clause GCC 6 shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC

3.2.2, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Experts and agents of either of them, similarly shall not receive any such additional payment.

- b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Client.

3.2.2. Consultant, and Affiliates Not to Engage in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services or non-consulting services resulting from or directly related to the Services for the preparation or implementation of the Project.

3.2.3. Prohibition of Conflicting Activities

The Consultant shall not engage and shall cause its Experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.2.4. Strict Duty to Disclose Conflicting Activities

The Consultant has an obligation and shall ensure that its Experts shall 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. Failure to disclose said situations may lead to the termination of the Contract.

3.3. Confidentiality

Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

3.4. Liability of the Consultant

- a) The Consultant shall be responsible for and shall indemnify the Client in respect of loss of or damage to equipment and materials furnished by the Client or purchased by the Consultant in whole or in part with funds provided by the Client.
- b) The Consultant undertakes full responsibility in respect of life, health, and accidents for the Experts and for the dependents of any such Expert.
- c) The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection with the Services by reason of: (i) infringement or alleged infringement by the Consultant of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the Consultant.

- d) The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any Third Party.
- e) The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under Clause GCC 3.1.1 provided, however:
 - (i) that the Consultant is notified of such actions, claims, losses or damages not later than twenty nine (29) months after the expiration of the Contract pursuant to the Clause GCC 2.4 or termination of the Contract pursuant to the Clause GCC 2.9, unless a different period of time is otherwise specified in the SCC;
 - (ii) that the ceiling on Consultant's liability shall be limited to the amount indicated in the SCC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct;
 - (iii) that Consultant's liability under Clause GCC 3.1.1 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.
- f) Upon request of the Client, the Consultant shall, at its own cost and expense, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under Clause GCC 3.1.1.
- g) Notwithstanding the provisions of paragraph (a) of this Clause GCC 3.4, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by
 - (i) the Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which the Consultant does not agree; or
 - (ii) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.

3.5. Insurance to be Taken Out by the Consultant

The Consultant (i) shall take out and maintain at its own cost, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 2.3.

3.6. Accounting, Inspection and Auditing

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, and up to five years from the expiration or termination of this Contract, to inspect the same and make

copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

3.7. Reporting

3.7.1. Reporting Obligations

The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.7.2. Serious Hindrances

The Consultant shall report to the Client promptly the occurrence of any event or condition which might delay or prevent completion of any significant part of the Project in accordance with the schedules and to indicate what steps shall be taken to meet the situation.

3.7.3. Accident Reports

Should any accident in relation to construction safety occur during the implementation of the Project, the Consultant shall assist the Client in preparing and submitting a report on such an accident in a form reasonably requested by the Client.

3.8. Property of the Reports and Records

The Client retains the design rights and other intellectual property rights and copyrights of all documents prepared by the Consultant under this Contract.

3.9. Equipment, Vehicles and Materials Furnished by the Client

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

3.10. Equipment and Materials Provided by the Consultant

Any equipment or materials brought into the Client's country by the Consultant or its Experts and used either for the Project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

4. CONSULTANT'S EXPERTS

4.1. Description of Experts

- a) The title agreed job description and qualification of each of the Consultant's Experts are described in Consultant's Proposal. Subject to Clause GC 4.3, all experts included in Consultant's Proposal shall be deemed to be accepted by the Client when awarding the Contract to the Consultant.

4.2. Replacement of Key Experts

- a) Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- b) Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience and such replacement shall be subject to the Client's approval.

4.3. Removal of Experts

- a) If the Client finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, the Consultant shall, at the Client's written request specifying the grounds, provide a suitable replacement.
- b) In the event that any of the Experts is found by the Client to be incompetent or incapable in discharging assigned duties, the Consultant shall, at the Client's written request specifying the grounds, provide a suitable replacement.
- c) Any replacement of the removed Experts shall possess equivalent or better qualifications and experience and shall be acceptable to the Client.

4.4. Replacement/ Removal of Experts

Except as the Client may otherwise agree:

- a) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

5. OBLIGATIONS OF THE CLIENT

5.1. Access to Project Site

The Client warrants that the Consultant shall have, free of charge, unimpeded access to the Project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the Project site or any property thereon resulting from such access and will indemnify the Consultant and each of the Experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or the Experts of either of them.

5.2. Change in the Applicable Law

If, after the Base Date, there is any change in the Applicable Law, including the law with respect to taxes and duties, which increases or decreases the cost incurred by the Consultant in performing the Services, then the payments to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract Price specified in Clause GCC 6.1(a). If the Consultant has been delayed or impeded in the performance of any of its obligations under the Contract because of any change in the Applicable Law, the contract term shall be extended in accordance with the Clause GCC 2.6.2.

5.3. Services, Facilities and Property of the Client

- a) The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix A at the times and in the manner specified in said Appendix A.
- b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 6.1(b).

5.4. Counterpart Personnel

- a) The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A.
- b) Professional and support counterpart personnel, including Client's liaison personnel, shall work under the exclusive direction of the Client.
- c) In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by Clause GCC 6 below.

6. PAYMENTS TO THE CONSULTANT

6.1. Contract Price

- a) The Contract Price shall be as set forth in the SCC.
- b) The amounts payable to the Consultant shall be subject to adjustments in accordance with the Contract and any adjustment can be made only by an amendment to the Contract agreed and signed by both Parties.

6.2. Payments

- a) All payments shall be based on the approved Financial Proposal of the Consultant.
- b) The payment will be made on a monthly basis on submission of invoice in the formats to be provided by Client based on submission and acceptance of report along with the management letter.
- c) In case of delay in submission of Audit Report within 10 days of the end of the specified period, a penalty of 1% of the payment due for the period will be imposed.
- d) The payments shall be deemed to cover all the costs that may be incurred by the Consultant in providing the Services to the Client, including but not limited to the following:
 - (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads,
 - (ii) the cost of backstopping by home office staff not included in the Experts' list; and
 - (iii) the Consultant's fee.

6.3. Duties, Taxes and Levies

- a) The Consultant and Experts are responsible for meeting all liabilities with respect of duties, taxes and levies arising out of the Contract except GST which will be paid separately on prevailing rates.

6.4. Outstation Travel and Travel Allowance

- a) Outstation travel (from Bhopal to respective PIU offices) shall be undertaken on a quarterly basis for the quarterly audit.
- b) The costs towards travel expenses (from Bhopal to respective PIU offices), boarding and lodging pertaining to quarterly audit for the PIUs for maximum two Experts shall be reimbursed by the Client on production of bills with the invoices. The class of travel and stay shall be as per latest applicable rules on the date of travel as per entitlement of Class-B officer of State Government.

6.5. Currency of Payment

Any payment under this Contract shall be made in Indian National Rupee.

6.6. Terms and Conditions of Payment

Billings and payments in respect of the Services shall be made as follows:

- a) As soon as practicable and not later than fourteen (14) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 6.5 and GCC 6.6 for such interval, or any other period indicated in the SCC.
- b) The Client shall pay the Consultant's invoices within fifty-six (56) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- c) The Client shall pay the Consultant's final invoices within fifty-six (56) days after the approval by the Client to the final report and the final invoice submitted by the Consultant. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory eighty-four (84) days after receipt of the final report and final invoice by the Client unless the Client, within such eighty-four (84) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or caused to be paid in accordance with this Clause GCC 6.6(d) in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within

twenty-eight (28) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twenty-nine (29) calendar months after the approval by the Client to the final report and the final invoice in accordance with the above.

- d) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- e) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

6.7. Performance Security and Liquidated Damages

- 6.7.1. For the purposes of this Contract, the Performance Security shall be an amount equal to 5% (five percent) of the Contract Value (the “Performance Security”), calculated based on the approved Financial Proposal of the Consultant. The Performance Security must be submitted exclusively in the form of an Electronic Bank Guarantee (eBG), substantially in the format specified in Appendix B of this Contract. The eBG shall have a validity period equal to the contract duration plus 3 months. In the eBG process, the Digital Document Execution (DDE) platform of NeSL is used for the issuance, amendments, and various lifecycle stages of the Bank Guarantee. The issuing banks integrate their internal systems with the DDE platform of NeSL to facilitate eBG issuance and subsequent events, where stamping is done digitally, and execution is completed via the digital signatures of the issuing bank's officials. The NeSL DDE platform is also integrated with the IGR/State departments' systems to enable the quick procurement of digital stamp certificates. Additionally, it has the capability to execute documents electronically using Aadhaar eSign (OTP) and DSC (dongle-based Digital Signature).
- 6.7.2. The Client shall recover the penalty as specified in Clause 6.2 c). The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) month after expiration of Contract in accordance with Clause 2.4.
- 6.7.3. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of penalty specified in the Clause 6.2 c).
- 6.7.4. The Consultant shall perform the Services in accordance with the timelines specified in the Section IV – Terms of Reference. In case of any delay in Services, liquidated damages as specified in SCC will be applicable.
- 6.7.5. In the case of significant deficiencies in Services causing adverse effect on the project or on the reputation of the Client, other penal action including debarring for a specified period may also be initiated as per policy of the Client.

7. FAIRNESS AND GOOD FAITH

7.1. Good Faith

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

8. SETTLEMENT OF DISPUTES

8.1. Amicable Settlement

The Parties shall seek to resolve any dispute amicably by mutual consultation. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 8.2 shall apply.

8.2. Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GCC 8.1 shall be submitted by either Party for settlement proceedings in accordance with the following provisions:

- a) The Parties agree to submit any dispute or disagreement that has not been settled amicably according to Clause GCC 8.1 to settlement proceedings in accordance with the provisions specified in DS.

Section VII. Special Conditions of Contract

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
1.1(c) & 1.6	Client's name and address: Attention: Managing Director Mailing Address: MADHYA PRADESH JAL NIGAM (A Government of Madhya Pradesh Undertaking) 8, Arera Hills, Bhopal – 462004 Email – mpjalnigam@mp.gov.in
1.1(d) & 1.6	Consultant's name and address: <i>[insert Consultant's name, address and telephone number]</i>
1.4	The Contract shall be executed in <i>English</i> .
1.8	The Authorized Representatives are: For the Client : Managing Director For the Consultant : _____
2.1(a)	<i>This Clause SCC 2.1(a) is not applicable.</i>
2.2	<i>This Clause SCC 2.2 is not applicable.</i>
2.4.1	The time period shall be <i>twelve months</i> .
2.4.2	The time period shall be <i>twelve months</i> .
3.4(e) (i)	<i>This Clause SCC 3.4 (e)(i) is not applicable.</i>
3.4(e) (ii)	The ceiling on Consultant's liability shall be limited to the product of <i>1.0</i> multiplied by the Contract Price.
3.5	The risks and the coverage shall be as follows: (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Experts, with a minimum coverage of <i>in accordance with the applicable law in the Client's country</i> ; (b) professional liability insurance (PLI), with a minimum coverage of <i>1.0</i> multiplied by the Contract Price; <i>PLI shall be taken out by a local insurer in accordance with the laws and regulations of India.</i> (c) employer's liability and workers' compensation insurance in respect of the Experts of the Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
	<p>Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(d) insurance against loss of or damage to</p> <p>(i) equipment purchased in whole or in part with funds provided under this Contract,</p> <p>(ii) the Consultant's property used in the performance of the Services, and</p> <p>(iii) any documents prepared by the Consultant in the performance of the Services.</p>
6.1 a)	The Contract Price is: <i>[insert amount and currency]</i> .
6.6 d)	The accounts are <i>[insert account]</i> .
8.2 a)	<p>(1) administrated by Madhya Pradesh Arbitration Tribunal</p> <p>(2) conducted under Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983 as amended from time to time.</p>

Section VIII: Appendices

Appendix A – Description of Services

[This Appendix will include the final Terms of Reference.]

In accordance with Clause GCC 3.7.1 Reporting Obligations, GCC 5.3(a) and GCC 5.4(a)), services, facilities, properties and counterpart personnel to be provided by the Client and the timing and manner in which they shall be provided shall be described here.]

Appendix B – Form of Performance Security

Bank Guarantee for Performance Security

_____ *[bank's name and address of issuing branch or office]*

Beneficiary: _____ *[Name and Address of Client]*

Date: _____

BANK GUARANTEE No.: _____

We have been informed that *[name of Consulting Firm, same as appears in the signed Contract]* (hereinafter called “the Consultants”) has entered into Contract No. *[reference number of the contract]* dated *[date]* with you, for the provision of *[brief description of Services]* (hereinafter called “the Contract”).

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

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

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of *[amount of Guarantee] [amount of Guarantee in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee] [amount of Guarantee in words]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the consultants or of the Bank. Notwithstanding anything contained herein before, our liability under this Guarantee is restricted to *[amount of Guarantee] [amount of Guarantee in words]* and the Guarantee shall remain valid till *[date of*

expiry of Guarantee]. Unless a claim or a demand in writing is made upon us on or before *[date of expiry of Guarantee]*, all our liability under this Guarantee shall cease. This guarantee shall be valid until 3 months from the date of completion of time period as per agreement.

Signature and Seal of the Guarantor

Name and Designation

Name and Designation

Name, address and seal of the Bank

Phone & Fax No.

Date

In presence of

1.

Signature

2.

Signature

Note: *All italicized text is to assist in preparing this form and shall be deleted from the completed form submitted to the Client.*

Appendix C – Financial Proposal

[This Appendix will include the Financial Proposal of the selected Consultant in accordance with the approved BOQ as per Cover 3 of the submission.]