TAMILNADU WATER SUPPLY AND DRAINAGE BOARD

Request for Proposal

for

Implementation of Energy Saving Measures by Supply, Installation and Commissioning of 91Energy Efficient Pumpsets, Capacitor Banks, Harmonics Filter, Transformer and Operation & Maintenance of 42Pumping Stations across 10 Water Supply Schemes in Madurai and Thanjavur regions (Package 2)on Shared Savings Model under PPP mode (Implementation Period: 8 months and Operation & Maintenance Period-10 Years)

Last date of submission: Up to **03.30 P.M. On 29.08.2025**

(As per Server time)

(E – Tendering System)

Tender invited by

Chief Engineer, TWAD, Madurai

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Disclaimer

The information contained in this Request for Proposals document (the "**RFP**")or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Tender Inviting Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Tender Inviting Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Tender Inviting Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Tender Inviting Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the [Energy Audit Report], may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Tender Inviting Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Tender Inviting Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Tender Inviting Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Tender Inviting Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Tender Inviting Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

Glossary		
Tender Inviting Authority	**:**	As defined in Clause 1.1.4
Bidders	:	As defined in Clause 1.1.5
Bidding Documents	:	As defined in Clause 1.1.12
Bid Due Date	:	As defined in Clause 1.1.12
Bidding Process	:	As defined in Clause 1.2.1
Bid Security	:	As defined in Clause 1.2.5
Bid Stage	:	As defined in Clause 1.2.1
Draft Concession Agreement	:	As defined in Clause 1.1.8
Qualification Criteria		As defined in Clause 2.2
Conflict of Interest	:	As defined in Clause 2.4
Government	:	Government of Tamil Nadu
Successful Bidder	:	As defined in Clause 1.2.8
LOA	:	As defined in Clause 3.4.1
Performance Security		As defined in Clause 3.5
Bid Parameter		As defined in Clause 3.7
Key Performance Indicators		As defined in Clause 7.3
Member of a Consortium	:	As defined in Clause 1.1.6
PPP	:	As defined in Clause 1.1.7
Re. or Rs. or INR	:	Indian Rupee
Selected Bidder	:	As defined in Clause 3.4

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove. The words and expressions beginning with capital letters and not defined herein, but defined in the DCA, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

SECTION – 1

1. INTRODUCTION

1.1. Background

1.1.1. The Tamil Nadu Water Supply and Drainage Board (the "**TWAD**" or the "**TWAD Board**") is a statutory body corporate constituted under TWAD Board Act, 1970 on 14.04.1971. TWAD Board is entrusted with the development of Water Supply and Sewerage facilities in the State of Tamil Nadu, except Chennai Metropolitan Development Areas. TWAD Board further expanded its horizon of service to include maintenance of major Combined Water SupplySchemes (CWSS) also into its domain.

1.1.2. The average efficiency of the pumps installed across 42 Pumping Stations under 10 CWSS in Madurai and Thanjavurregions is about 40%. The drop in efficiency is due to the completion of efficient age of pumps which is about 10 to 15 years.

1.1.3. By replacing the older pumps with higher efficiency pumps and installation of allied electrical and instrumentation equipment, the energy consumption could be brought down and proportionately theelectricity bill could also be brought down. Thus, there is potential for savings on power charges.

1.1.4. The Chief Engineer, TWAD, Madurai(the "**Tender Inviting Authority**" or the **"Authority"**)envisages Implementationof Energy Saving Measures by supply, installation and commissioning of 91nos. of energy efficient pumpsets, 37nos. of Capacitor Banks, 19nos. of Harmonics Filters, 10 no. of Transformer and Operation & Maintenance of 42Pumping Stations across 10 Water Supply Schemes in Madurai and Thanjavur regions (Package 2) on Shared Saving Model under Public Private Partnership (PPP) mode (Implementation Period: 8 months and Operation & Maintenance Period-10 Years (the "**Project**").

1.1.5. The Tender Inviting Authority has decided to carry out the bidding process for selection and appointment of a Bidder(the "**Bidder**") to whom the Project may be awarded. Brief particulars of the Project are as follows:

Project
Implementation of Energy Saving Measures by Supply, Installation and Commissioning of 91Energy Efficient Pumpsets, Capacitor Banks, Harmonics Filter, Transformer and Operation & Maintenance of 42Pumping Stations across 10 Water Supply Schemes in Madurai and Thanjavur regions (Package 2)on Shared Savings Model under PPP mode (Implementation Period: 8 months and Operation & Maintenance Period-10 Years)

1.1.6. The Bidder may be a single entity, or a group of entities in the form of consortium of firms (the "**Consortium**") coming together to implement the Project. In the case of

Consortium, the maximum number of Members/ Member Firms allowed shall be 3 (three), of which one of the members shall be designated as the Lead Member.

The Bidder/all member firms of the Consortium shall be either:

i. a firm incorporated under the Companies Act, 1956 and/ or 2013;
ii. a Limited Liability Partnership registered under the LLP Act 2008;
iii. a Partnership firm registered under the Indian Partnership Act 1932.

1.1.7. The Successful Bidder (Single Bidder or Consortium/ JV)has to executetheConcession Agreement, which shall be responsible for financing, procurement, replacement of existing Pumpsets, operation and maintenance of the42Pumping Stations in Madurai and Thanjavur regionsunder PPP mode.

1.1.8. The scope of work will broadly include replacement of the existing Pumpsets with Motors and Starters, using the recommended standards of accessories as per the Standards and Technical Specifications provided under Schedule-12 of the Draft Concession Agreement (the "**DCA**") and the management, operation and maintenance thereof.

1.1.9. The Bidders shall assess the estimated capital expenditure to be incurred towards implementation of the Project.

1.1.10. The Draft Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations.

1.1.11. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Tender Inviting Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Tender Inviting Authority.

1.1.12. The Tender Inviting Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Tender Inviting Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Tender Inviting Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

1.2. Brief description of bidding Process

1.2.1 The Tender Inviting Authority has adopted a **Single stage,Two-Cover** bidding process (collectively referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project.

1.2.2 **Downloading the documents from website**

The documents can be downloaded free of cost from the website **https://tntenders.gov.in** by interested bidders. Tender should, thereafter, be submitted duly filled and digitally signed along with all required documents to the Tender Inviting Authority **through e-tendering method** as notified in the Invitation for Bid (IFB) subject to the following:

a) No cost towards bid document shall be required to be paid by the bidders who are using the forms downloaded from the designated website.

b) The bidding for this contract shall be done through the electronic bid submission in the website**https://tntenders.gov.in**as stipulated in the Invitation for Bid.

1.2.3 The Bid shall be valid for a period of 180 days (one hundred and eighty days) from the Bid Due Date.

1.2.4 The Bidding Documents include the draft Concession Agreement for the Project which is enclosed with this RFP to the Bidders. Thekey extracts from the Energy Audit Report prepared by the third party consultants appointed by TWAD (the "**Energy AuditReport**") is enclosed as Schedule-17 to the DCA. Subject to the provisions of Clause 2.11, the aforesaid documents and any corrigenda/ addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

1.2.5 A Bidder is required to deposit, along with its Bid, a bid security of **Rs. 27,00,000/- (Rupees Twenty-SevenLakhs Only)** remitted online through the payment options available in https://tntenders.gov.in or furnished in the form of an unconditional and irrevocable e-Bank Guarantee (the "**Bid Security**"), in favour of the Authority issued by a Scheduled Commercial Bankin the format provided under Appendix-V to this RFP.

1.2.6 The Bid Security is refundableupon issuance of the Letter of Award (LoA) to the Successful Bidder, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security prior to signing of the Concession Agreement.

1.2.7 The Bid shall be **summarily rejected** if it is not accompanied by the Bid Security.

1.2.8 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.

1.2.9 Bids are invited to supply, install and commission 91 nos.energy efficient Pumpsets, 37 nos. Capacitor Banks, 19 nos. Harmonics Filters, 10 no. Transformerand allied electrical and instrumentation equipmentduring theImplementation Period of **8 months** and to subsequently operate and maintain42 nos. Pumping Stations for a period of 10 Years (the "**Operations period**")using Energy Saving Measures to achieve the **Guaranteed Energy Saving s**across10 Water Supply Schemes in Madurai and Thanjavur regions.

The Guaranteed Energy Savings should be minimum **Twenty five percent (25%)** with reference to the Baseline Specific Energy Consumptionto be finalised and appended as Schedule-21 to the DCA.

Bidder shall quote its share in the Actual Energy Savings, which shall not be more than **70 % (seventy percent)**.

In this RFP, the term "**Successful Bidder**" shall mean the Bidder who is quoting the **lowest share in theActual Energy Savings in percentage terms (the "Quoted Share")**.

1.2.10 Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason.

1.2.11 Details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.

1.2.12 Any queries or request for additional information concerning this RFP shall be submitted in writing by speed post/ courier/ special messenger/ e-mail so as to reach the officer designated by the specified date.

Officer designated to receive the pre-bid queries:

The Chief Engineer,
TWAD Board,
No. 1/1, Sambakulam,
Ganesh Nagar,
Opp. MGR Bus Stand, Mattuthavani
Madurai -625007
Email: cesrtwad@gmail.com

The envelopes/ communication shall clearly bear the following identification/ title:

"Implementation of Energy Saving Measures by Supply, Installation and Commissioning of 91Energy Efficient Pumpsets, Capacitor Banks, Harmonics Filter, Transformer and Operation & Maintenance of 42Pumping Stations across 10 Water Supply Schemes in Madurai and Thanjavur regions (Package 2) on Shared Savings Model under PPP mode (Implementation Period: 8 months and Operation & Maintenance Period-10 Years)".

1.3. Schedule of Bidding Process

The Tender Inviting Authority shall endeavour to adhere to the following schedule:

Sl.No.	Event Description	Date
1.	Last date for receiving Pre-bid queries	[1 day prior to the Pre-bid Conference] Pre-bid Queries to be sent by email to: Email: cesrtwad@gmail.com
2.	Pre-bid Conference	[Date, Time and Venue to be specified / option for attending the pre-bid conference online shall be specified along with the VC link to join the meeting to be provided] Date: Time: VC link: Refer clause 1.4 below.
3.	Response to pre-bid queries	[will be uploaded on https://tntenders.gov.in]
4.	Bid Due Date	[To be specified]
5.	Opening of Bids	[To be specified]
6.	Validity of Bids	180 days of Bid Due Date
7.	Letter of Award(LOA)	[To be specified]
8.	Performance Security	Within 28 days of issuing the LoA
9.	Signing of Concession Agreement	Within 28 days of issuing the LOA

1.4. Pre-bid Conference

The date, time and venue of the Pre-Bid Conference shall be:

Date: 14.08.2025

Time: 1100 hrs

Venue:

The Chief Engineer,
TWAD Board,
No. 1/1, Sambakulam,
Ganesh Nagar,
Opp. MGR Bus Stand, Mattuthavani,
Madurai - 625007
Tamil Nadu, India.

VC link to join the Pre-bid Conference online: The Bidders interested to participate online shall request the meeting link via email to **jcecomtwad@gmail.com** or attend the pre-bid meeting physically.

SECTION – 2

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

2.1.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

i. Extracts of the Energy Audit Report is being provided as a reference document to provide information to the Bidders only. However, the interested Biddersare expected to ascertain, carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids.

ii. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

iii. The Bid should be furnished in the format forFinancial Proposal provided at Form F1, clearly indicating the Bidder's share in the Actual Energy Savings in percentage terms,mentionedin both figures and words, and signed by the Bidder's Authorised Signatory. In the event of any difference between figures and words, the lowest of the two shall be taken into account.

iv. The Bidder shall furnish a Bid Security of **Rs.27.00Lakhs (Rupees Twenty-Seven Lakhs Only)** in accordance with the provisions of this RFP.

v. The Bidder should submit a Power of Attorney as per the format at Appendix–II, authorising the signatory of the Bid to commit the Bidder.

vi. In case the Bidder is a Consortium, the Members thereof should furnish a copy of the Joint Bidding Agreement executed as per the format at Appendix-III.

vii. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member as per the format at Appendix–IV.

2.1.2 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as non-responsive.A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Tender Inviting Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the

Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Tender Inviting Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Tender Inviting Authority may have there under or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Tender Inviting Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of **3 (three) years** from the date of commercial operation of the Project.

2.1.3 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.1.4 This RFP is not transferable. The documents including this RFP and all attached documents, provided by the Tender Inviting Authority are and shall remain or become the property of the Tender Inviting Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.4 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Tender Inviting Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.5 Any award of Concession pursuant to this RFP shall be subject to the terms of the Bidding Documents.

2.2. QUALIFICATION CRITERIA FOR TECHNICAL EVALUATION

To be eligible for opening of the Financial Bids, the Bidder shall fulfil the following conditions of eligibility:

2.2.1 Technical Qualification Criteria:

i. The Bidder:

(a) should have successfully undertaken works related to installation and commissioning of Combined Water Supply Schemes (CWSS) involving installation, testing and commissioning of pumping machinery with a minimum aggregate capacity of **2,900 KW in the last 5 (five) years** prior to the Bid Due Date;

(and)

(b) should have successfully undertaken operations and maintenance of any CWSS with a minimum aggregate installed capacity of **2,900 KW for a period of atleast 2 years in any of the last 5 (five) years** prior to the Bid Due Date;

(OR)

ii. The Bidder:

(a) shall be an Energy Service Company (ESCO) empaneled with the Bureau of Energy Efficiency (BEE),with a valid empanelment on the Bid Due Date and have successfully undertaken installation and commissioning of any energy saving project on ESCO model with a minimum aggregate capacity of **2,900 KW in the last 5 (five) years** prior to the Bid Due Date;

(and)

(b) should have successfully undertaken operations and maintenance of any energy saving project on ESCO model with a minimum aggregate installed capacity of **2,900 KW in the last 5 (five) years** prior to the Bid Due Date;

(OR)

iii. The Biddershall be an Original Equipment Manufacturer (OEM) with manufacturing facilities in India or countries outside India, other than those sharing their border with India and should have successfully manufactured and supplied pumpsets with a minimum aggregate capacity of **2,900 KW under a single or two purchase orders**, including 1 (one) pumpset of **atleast 298 KW/ 400 HP capacity**in the last 5 (five) years prior to the Bid Due Date.

In the case of a Consortium, the Lead Member should satisfy the Technical Qualification Criteria specified under (i) (a) or (ii) (a) or(iii) under the clause 2.2.1 above.

2.2.2 Financial Qualification Criteria:

The Bidder should have:

(a) an average annual turnover of **Rs. 40 crore** (**Rupees FortyCrores only**) in the last five financial years prior to the Bid Due Date;

(and)

(b) a positive networthas on 31st March of each of the last five financial years prior to the Bid Due Date;

2.2.3 Important Notes for qualification of Bidders

2.2.3.1 In computing the Technical capacity of the Bidder under Clauses 2.2.1 (i) and 2.2.1 (ii), the experience of the Associate of the Bidder would also be eligible hereunder;

2.2.3.2 Only those projects will be considered under Clause 2.2.1 which are completed;

2.2.3.3 Where a project (experience of which is claimed by the Bidder under its Technical capacity) has been undertaken by the Bidder in a Consortium/ Joint Venture, then the minimum share of the Bidder in such Consortium/ Joint Venture/ SPV (if any incorporated) should not be less than 26% (twenty six percent) to be eligible for qualification under the Clause 2.2.1; also the value of such Project shall be considered only to the extent of percentage share/ ownership of the Bidder in that Consortium/ Joint Venture;

2.2.3.4 In case a particular project has been jointly executed by the Bidder (as part of the Consortium/ JV), it should further support its claim for its share in the work done for that particular project by producing a certificate from its statutory auditor or its client/ employer.

2.2.3.5 Wherever the Bidder is relying on the experience of its Associate, certificate shall be provided by the statutory auditor of such Associate;

2.2.3.6 In computing the Networth and Turnover of the Bidder under Clause 2.2.2 (a) and 2.2.2 (b), the Networth and Turnover of their respective Associates would also be eligible hereunder. The Networth and Turnover of their respective Associates would be considered in the proportion to their shareholding in the Associate;

2.2.3.7 For the purposes of this RFP, Networth shall mean:

(i) In case of a company: the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written-off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation; and

(ii) In case of any other entity/ body corporate: the aggregate value of the paid-up capital and reserves of such entity, after deducting the aggregate value of the intangible assets.

2.2.3.8 In case the annual accounts for the latest financial year have not been audited, the Bidder shall provide an undertaking duly signed by its Statutory Auditor to this effect and shall submit the audited annual financial statements for the financial year(s) preceding the latest financial year for which the annual accounts have not been audited and therefore not being provided.

Notes pertaining to Clause 2.2:

1. *Completion Certificates issued by the Clients/ Employer with respect to the projects showcased againstthe Technical Qualification Criteria shall be submitted as proof by the Bidders.*
2. *In case the bidder is claiming eligibility under Clause 2.2.1 (ii), a copy of the empanelment certificate issued by BEE which is valid as on the Bid Due Date shall be furnished.*
3. *Bidder shall furnish copies of the audited annual financial statements for the last 5 (five) completed financial years prior to the Bid Due Date.*
4. *Bidder shall furnish a certificate issued by a Chartered Accountant,certifying the average annual turnover in the last 5 (five) financial years prior to the Bid Due Date and the Networth of the firm as on 31st March of each of the last 5 (five) financial years prior to the Bid Due Date, as per the format provided in Form A2.*

2.3. Evaluation Methodology for Multiple Package Bids

The Authority has issued RFPs for the Project in two packages, namely:

2.3.1. **Package 1**

Implementation of Energy Saving Measures by Supply, Installation and Commissioning of 137 Energy Efficient Pumpsets, Capacitor Banks, Harmonics Filter, Transformer and Operation & Maintenance of 37 Pumping Stations across 10 Water Supply Schemes in **Coimbatore region** on Shared Saving Model under PPP mode

2.3.2. **Package 2**

Implementation of Energy Saving Measures by Supply, Installation and Commissioning of 91 Energy Efficient Pumpsets, Capacitor Banks, Harmonics Filter,Transformers and Operation & Maintenance of 42 Pumping Stations across 10 Water Supply Schemes in **Madurai and Thanjavur regions**on Shared Saving Model under PPP mode

2.3.3. A Bidder may submit its Bids for either one or both the packages. However, in a scenario where a Bidder is submitting its Bid for both the packages, then to be considered a successful Bidder for award of both the Packages by the Authority, such Bidder shall have to demonstrate its Technical Capacity and Financial Capacity to be atleast equal to the combined Technical Capacity and Financial Capacity as prescribed under Clauses 2.2.1 and 2.2.2 of the respective RFPs. This means that if the Bidder is to be awarded both the Packages then such a Bidder should have a Combined Technical Capacity and Combined Financial Capacity as stipulated below.

2.3.4. **Combined Technical Capacity**

i. The Bidder:

(a) should have successfully undertaken works related to installation and commissioning of Combined Water Supply Schemes (CWSS) involving installation, testing and commissioning of pumping machinery with a minimum aggregate capacity of **8,300 KW in the last 5 (five) years** prior to the Bid Due Date;

(and)

(b) should have successfully undertaken operations and maintenance of any CWSS with a minimum aggregate installed capacity of **8,300 KW for a period of atleast 2 years in any of the last 5 (five) years** prior to the Bid Due Date;

(OR)

ii. The Bidder:

(a) shall be an Energy Service Company (ESCO) empaneled with the Bureau of Energy Efficiency (BEE), with a valid empanelment on the Bid Due Date and have successfully undertaken installation and commissioning of any energy saving project on ESCO model with a minimum aggregate capacity of **8,300 KW in the last 5 (five) years** prior to the Bid Due Date;

(and)

(b) should have successfully undertaken operations and maintenance of any energy saving project on ESCO model with a minimum aggregate installed capacity of **8,300 KW for a period of atleast 2 years in any of the last 5 (five) years** prior to the Bid Due Date;

(OR)

iii. The Biddershall be an Original Equipment Manufacturer (OEM) with manufacturing facilities in India or countries outside India, other than those sharing their border with India and should have successfully manufactured and supplied pumpsets with a minimum aggregate capacity of **8,300 KW under a single or two purchase orders**, including 1 (one) pumpset of atleast 298 KW/ 400 HP capacity in the last 5 (five) years prior to the Bid Due Date.

AND

2.3.5. **Combined Financial Capacity**

The Bidder should have:

(a) an average annual turnover of **Rs. 100 crore** (**Rupees One Hundred Crore only**) in the last five financial years prior to the Bid Due Date;

(and)

(b) a positive networth as on 31st March ofeach of the last five financial years prior to the Bid Due Date;

2.3.6. **In the case of a Consortium:**

i. the Lead Member should satisfy the Combined Technical Capacity specified under clause (i) (a) or (ii) (a) or (iii) above.

ii. all the Member Firmsshall collectively satisfy theCombined Financial Capacity specified above..

2.3.7. A Bidder not meeting the requirements as specified in this Clause 2.3, will not be precluded from bidding for any one or both the Packages. However, in such a scenario, the Bidder shall be declared as the Successful Bidder only in one of the two Packages as per the selection criteria.

(a) The allocation of both the Packages to the Successful Bidder shall be solely decided by theAuthority based on the most advantageous offer made to it.

(b) The advantageous financial offer will be arrived at based on maximum share in the ActualEnergy Savings (converted into monetary terms)to the Authority,either individually or collectively for both the Packages.Decision of the Authority shall be final and binding on the Bidders in this regard.

(c) The financial offer in percentage terms shall be converted into monetary terms as follows:

Quoted share by the Bidder = Q%
Share to the Authority = 1–Q%
Baseline Energy Consumption for each of the42 Pumping Stations for 1 year (e) = Baseline Specific Energy Consumption * 1,000 * Earmarked Quantity of Water * 365
Total Baseline Energy Consumption for all the 42 Pumping Stations (E) = e1 + e2 + e3 + …… + e42
Guaranteed Savings (G) = 25%
Prevailing TNPDCL tariff = T
Share to the Authority in monetary terms = (1-Q%) * E * T * 25%

2.3.8. Evaluation Process:

For the purpose of evaluation to decide the Highest Bidder(s), the Authority shall adopt the following procedure:

a. Open the financial bids of the technically qualified Bidders online for both the Projects. The Technically Qualified Bidders will be informed accordingly. Only those

Financial Bids shall be considered for evaluation which are unconditional, received strictly as per the format and found responsive to the requirement(s) of Financial Bid specified in this RFP.

b. Draw out a matrix of both Packagesversusthe Bidders for both the Packages and populate the individual cells in the matrix with highest share in the Actual Energy Savings quotedby the Bidders in monetary terms rounded off to two decimals.

c. The Authority will also indicate in the table whether each of the Bidders are eligible, as per the conditions laid out in this RFP, to technically qualify, succeed and get awarded either one or both the Packages.

2.3.9. The Authority's decision on allocation of Packages, based on the methodology outlined in this Clause 2.3, shall be final and binding on all the Bidders.

2.3.10. For all the Bids received for both the Packages under this Clause 2.3, all other provisions pertaining to submission of Bid, responsiveness of the Bids, selection of Bidder, etc. as given in this RFP shall be applicable.

2.4. Conflict of Interest

2.4.1. A Bidder shall not have a conflict of interest (the **"Conflict of Interest"**) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Tender Inviting Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Tender Inviting Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Tender Inviting Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Tender Inviting Authority under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the share; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.4.1, indirect shareholding held through one or more intermediate persons

shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the shareholding of such intermediary; or

(ii) a constituent of such Bidder is also a constituent of another Bidder; or

(iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(iv) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(v) Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

(vi) Such Bidder or any Associate thereof has participated as a consultant to the Tender Inviting Authority in the preparation of any documents, design or technical specifications of the Project.

2.4.2. **Explanation:**

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.4, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of **more than 51% (fifty one per cent)** of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.5. Change in Ownership

2.5.1. The Successful Bidder shall hold:

Entity	Shareholding in the Joint Venture prior to signing of the Concession Agreement	Till COD	After COD till the end of the Concession Period
Consortium	**100%** by the Member Firms of the Consortium	No change in shareholding permitted	Consortium to collectively hold **100%** in the JV.
Lead Member	**At Least 51%** to be held by the Lead Member of the Consortium	No change in shareholding permitted	**At least 51%** to be held by the Lead Member of the consortium.
Other Member Firms	**At Least 26%** to be held by the Member Firm whose credentials have been evaluated for its qualification against the Technical Qualification Criteria specified under (i)(b) or (ii)(b)	No Change in Shareholding Permitted	**At least 26%** to be held by the Member Firm whose credentials have been evaluated for its qualification against the Technical Qualification Criteria specified under (i)(b) or (ii)(b)

"Lead Member" in respect of a Bidder where the Bidder is a Consortium, shall meansuch entity identified and designated as the Lead Member in the Bid/ Proposal and the Joint Bidding Agreement or any agreement executed between the Consortium members.

2.5.2. Any person which is a member of one Consortium is not permitted to be a member of another Consortium. In the event a person is found to be a member of more than one Consortium, such member and such Consortium(s) shall be disqualified and Bids/ Proposals submitted by both such member and the Consortium(s) shall be summarily rejected. The Successful Bidder will be required to execute the Concession Agreement and implement the Project.

2.5.3. In case the Bidder is a Consortium, it shall, comply with the following additional requirements:

(i) the Bid/ Proposal should contain the information required from each member of the Consortium;

(ii) The nomination(s) of the authorized representative shall be supported by a Power of Attorney, executed as per the format attached as Appendix-IV,signed by a person duly authorised to do so bytheLeadMemberof the Consortium.

(iii) The Bid/ Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;

(iv) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-III (the "**Joint Bidding Agreement**"), for the purpose of making the Bid/ Proposal and submitting the Bid/ Proposal. The Joint Bidding Agreement, to be submitted along with the Bid/ Proposal, shall, *inter alia:*

- Commit to execute the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, which clearly outlines the proposed roles and responsibilities, of each Member Firm;

- Include a statement to the effect that all members of the Consortium shall be jointly and severally liable for all obligations of the Bidder/ Concessionaire, as the case may be, in relation to the Project.

2.5.4. Except as provided under this RFP, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

2.5.5. ABidder shall submit only one proposal, either individually or as a Member of a Consortium. A Bidder who submits, or participates in, more than one proposal will cause all the Bids/ Proposals in which the Bidder has participated to be disqualified.

2.5.6. Bidders and all parties constituting the Bidder shall provide such evidence of their continued eligibility, to the extent satisfactory to the Authority at the time of execution of the Concession Agreement.

2.6. Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids/ Proposals and their participation in the Bidding Process. The Tender Inviting Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.7. Site visit and verification of information

2.7.1. Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, types of existing types of Pumpsets and its accessories and value and other utilities for monitoring and controlling the system, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.7.2. It shall be deemed that by submitting a Bid, the Bidder has:

(a) Made a complete and careful examination of the Bidding Documents;

(b) Received all relevant information requested from the Tender Inviting Authority;

(c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Tender Inviting Authority relating to any of the matters referred to in Clause 2.7.1 above;

(d) satisfied itself about all matters, things and information including matters referred to in Clause 2.7.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;

(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.7.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Tender Inviting Authority, or a ground for termination of the Concession Agreement by the Concessionaire;

(f) Acknowledged that it does not have a Conflict of Interest; and

(g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.7.3. The Tender Inviting Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Tender Inviting Authority.

2.8. Verification and Disqualification

2.8.1. The Tender Inviting Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Tender Inviting Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Tender Inviting Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Tender Inviting Authority there under.

2.8.2. The Tender Inviting Authority reserves the right to reject any Bid and forfeit the Bid Security if:

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

(b) The Bidder does not provide, within the time specified by the Tender Inviting Authority, the supplemental information sought bythe Tender Inviting Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids

have been opened and the Lowest Bidder gets disqualified / rejected, then the Tender Inviting Authority reserves the right to:

(i) validate the remaining Bids in accordance with Clauses 3.3 and 3.4; or

(ii) Take any such measure as may be deemed fit in the sole discretion of the Tender Inviting Authority, including annulment of the Bidding Process.

2.8.3. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Tender Inviting Authority, that one or more of the Qualification Criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Tender Inviting Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Tender Inviting Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the Tender Inviting Authority shall be entitled to forfeit the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Tender Inviting Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

B. BIDDING DOCUMENTS

2.9. Contents of the RFP

2.9.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Corrigenda/ Addenda issued in accordance with Clause 2.11.

Invitation for Bids

Section 1. Introduction

Section 2. Instructions to Bidders

Section 3. Evaluation of Bids

Section 4. Fraud and Corrupt Practices

Section 5. Pre-Bid Conference

Section 6. Miscellaneous

Section 7. Technical Specification & Guideline SheetCalculation

Section 8. Technical ProposalSubmission Forms

- Form A1. Company Information
- Form A2. Financial Capacity Statement
- Form A3. Summary of Bidder's Project Experience
- Form A4. Details of Bidder's Project Experience
- Form A5. Self-DeclarationofNoHistory of Contract Non-Performance
- Form A6. Proposed Approach &Methodology

Section 9. Financial Proposal Submission Forms

- Form F1. Financial Proposal/ Price Bid

Section 10. Special Requirements and Payment Mechanism

Appendices

I. Letter comprising the Bid
II. Power of Attorney for signing of Bid
III. Joint Bidding Agreement
IV. Power of Attorney for Lead Member of Consortium
V. Format for e-Bank Guarantee

2.9.2. The Draft Concession Agreement provided by the Tender Inviting Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

2.10. Clarifications

2.10.1. Bidders requiring any clarification on the RFP may notify the Tender Inviting Authority in writing by speed post/ courier/ special messenger or by e-mail in accordance with Clause 1.2.12. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Tender Inviting Authority shall endeavour to respond to the queries prior to the Bid Due Date. Response to the Pre-bid queries without identifying the source of enquiry and the clarifications given, will be uploaded on https://tntenders.gov.in.

2.10.2. The Tender Inviting Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Tender Inviting Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Tender Inviting Authority to respond to any question or to provide any clarification.

2.10.3. The Tender Inviting Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Tender Inviting Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by the Tender InvitingAuthority or its employees or representatives shall not in any way or manner be binding on the Tender Inviting Authority.

2.11. Amendment of RFP

2.11.1. At any time prior to the Bid Due Date, the Tender Inviting Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of a Corrigendum/ Addendum.

2.11.2. Any Addendum issued hereunder will be up loaded on https://tntenders.gov.in.

2.11.3. In order to afford the Bidders a reasonable time for takinga Corrigendum/ Addendum into account, or for any other reason, the Tender Inviting Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.12. Contents of the Bid

2.12.1. The Content of the Technical and Financial Proposals shall be as follows:

(a) TECHNICAL PROPOSAL

i. Furnish a brief profile of the company/ firm including its main line of business in the format provided under Form-A1 of the RFP.
ii. Provide details of financial capacity including annual turnover and networth of the company/ firm in the format specified under Form-A2 of the RFP.
iii. Furnish the list of eligible projects/ experience of the Bidder with respect to the

Technical Eligibility Criteria as per the format provided in Form-A3.

iv. Furnish the details/ description of eligible projects/ experience of the Bidder with respect to the Technical Eligibility Criteria as per format provided in Form-A4.

v. Submit Self Declaration of No History of Contract Non-Performance as per the format provided in Form-A5.

vi. Submit a detailed Approach & Methodology proposedfor undertaking the Project as per Form-A6 which shall cover the following aspects as well:

a. Project implementation plan for installing selected/approved measures.
b. Work program in a bar chart from showing the activities proposed till Commissioning of the Project.
c. Proposed Site organization (site personnel, site organization chart, etc.).
d. Proposed Operation and Maintenance Approach.
e. Proposed Training of Maintenance staff.
f. Adherence to the performance monitoring mechanism.

(b) FINANCIAL PROPOSAL

The financial proposal shall be submitted as per the format provided in Form-F1.

2.13. Electronic submission of Bids

2.13.1. Two cover system shall be adopted for submission of bids. The bidder shall submit two separate files through online system (i.e.) Part I and Part II.

2.13.2. Part I - marked as Part I: Technical Bidcomprising of documents, supporting material relating to the Eligibility Criteria, Bid Security and other connected certificates as indicated under Clause 2.12.1 (a) above.

2.13.3. Technical Bid printed and duly signed digitally by the bidder shall be scanned and uploaded by the Bidder.

2.13.4. On agreeing with the terms and conditions of the RFP document, the bidder shall upload a copy of the RFP document duly signed by the Authorised Signatory of the Bid, either digitally signed or physically signed and scanned.

2.13.5. No indication direct or indirect, implicit or explicit regarding the rates and prices should be made in the Technical Bid or any other documents related to them submitted in the first cover.

2.13.6. The Technical Proposal submitted by the bidders shall not include any information pertaining to the Financial Proposal. A Technical Proposal containing such information shall be declared non-responsive.

2.13.7. Part II - marked as Part II: Financial Bid comprising of the Financial Bid alone. The Financial Proposal comprising of the priced Bill of Quantity duly signed digitally by the Bidder shall be uploaded by the Bidder.

2.13.8. The Bidding Documents, under no circumstances, are transferable.

2.13.9. The contents of the TechnicalBidandFinancial Bid shall be as specified in Clause 2.12. All the documents are required to be signed digitally by the Bidder. After successfully submitting the electronic Bid online, the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.

2.13.10. Cells that contain permanent information and are not to be changed by the Bidder which will be protected in the Bill of Quantity.

2.13.11. Cells into which the Bidder can enter percentage will be left unprotected. The spread sheet already contains formulae.

2.13.12. The Bidder is entirely responsible to ensure that the calculations presented in the Bill of Quantities are correct, and that the Bidder's offer is complete in all respects.

2.13.13. The Bid shall contain no alternations, omissions or additions, except those to comply with instructions issued by the Tender Inviting Authority.

2.13.14. The Bidder shall provide all the information sought under this RFP. The Tender Inviting Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

2.14. Format and signing of Tender

2.14.1. The bidding under this RFP shall be done through the electronic bid submission in the e-procurement portal https://tntenders.gov.inas indicated below:

a) Detailed guidelines for viewing bids and submission of online bids are given on the website.
b) Any prospective Bidder can submit its bid online; however, the Bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC) in the form of smart card/ e-token.
c) The DSC can be obtained from any authorized certifying authority (CA). The following organizations are authorized certifying Authorities under (CA), GOI:
    - Safescrypt
    - e-MudhraCA
d) The Bidder should register in the website **https://tntenders.gov.in**using the relevant option available.
e) Then the Digital Signature Registration has to be done with the e-token, after logging into the site.
f) After this, the Bidder can login to the site through the secured login by entering the password of the e-token & the user id / password chosen during registration.
g) After accessing the Bidding Documents, the Bidder should go through them carefully and then upload its signed Bid as indicated under Clause 2.13 above.

2.14.2. The documents accompanying the Technical Bid shall include:

(a) Letter Comprising the Bid as Appendix-I;
(b) Power of Attorney for signing of Bid in the format at Appendix–II
(c) If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix–IV; and
(d) A copy of the Draft Concession Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (b) hereinabove.
(e) Copies of documentary proof forsatisfyingthe Technical and Financial qualification criteria specified under Clause 2.2 of this RFP and the Technical Proposal as per the prescribed formats given in this document.

2.15. Bid Due Date

2.15.1. Bids shall be received by the Tender Inviting Authority online throughhttps://tntenders.gov.inas per the procedures specified in clause 2.13 above not later than **3.00 PM on 29.08.2025**.In the event of the specified date for the submission of bids declared a holiday for the Tender Inviting Authority, the bids will be received up to the same prescribed time on the next working day.

2.15.2. The Tender Inviting Authority may, in its sole discretion, extend the Bid Due Date by issuinga Corrigendum/ Addendum in accordance with Clause 2.11 uniformly for all the Bidders.

2.16. Late Bids

The electronic bidding system would not allow any late submission of bids after due date and time as per server time.

2.17. Modifications/ Substitution/ Withdrawal of Bids

2.17.1. The bidder may modify his bid by uploading his request for modification prior to the Bid Due Date. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted bytheBidder prior to theBid Due Date and time shall be considered as its finalBid. For this purpose, modifications by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times.

2.17.2. No tenderer shall be allowed to withdraw the tenders after submission of tender.No Bid shall be modified or substituted after the Bid Due Date.

2.17.3. Modification of a bid between the Bid Due Date and the expiration of the original period of its validity specified or as amended pursuant to Clause 2.19 may result in the forfeiture of the Bid Security pursuant to Clause 2.22.7 of the RFP.

2.18. Rejection of Bids

2.18.1. Notwithstanding anything contained in this RFP, the Tender Inviting Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Tender Inviting Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.18.2. The Tender Inviting Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability and to reject any Bid without assigning any reasons.

2.19. Validity of Bids

2.19.1. The Bids shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the Bid Due Date. The validity of the Bids submitted may be extended by mutual consent by the respective Bidders and the Tender Inviting Authority.

2.19.2. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.

2.19.3. In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Authority may request the Bidders to extend the period of validity for a specific additional period. The request and the Bidders' response/ acceptance shall be on a mutual basis and shall be made in writing or by electronic mode including e-mail.

2.20. Confidentiality

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

2.21. Correspondence with the Bidder

2.21.1. Save and except as provided in this RFP, the Tender Inviting Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.22. Bid Security

2.22.1. The Bidder shall furnish, along with its Bid, a bid security of **Rs. 27,00,000/- (Rupees Twenty-SevenLakhs Only)** remitted online through the payment options available in https://tntenders.gov.inor furnished in the form of an unconditional and irrevocable electronic-Bank Guarantee (e-BG), in favour of the Authority issued by a Scheduled Commercial Bank in the format provided under Appendix-V to this RFP.

2.22.2. The Tender Inviting Authorityshall not be liable to pay any interest on the Bid Securityand the same shall be interest free.

2.22.3. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Tender Inviting Authority as non-responsive.

2.22.4. Save and except as provided in Clauses 1.2.5 and 1.2.6in this RFP, the Bid Security of unsuccessful Bidders will be returned by the Tender Inviting Authority, without any interest, as promptly as possible on acceptance of the Bid of the Successful Bidder or when the Bidding process is cancelled by the Tender Inviting Authority.

2.22.5. The Successful Bidder's Bid Security will be returned, without any interest, upon the Successful Bidder signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.

2.22.6. The Tender Inviting Authorityshall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.22.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Tender Inviting Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.22.7. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Tender Inviting Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, if

(a) a Bidder submits a non-responsive Bid;

(b) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section-4 of this RFP;

(c) A Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and during such extended period as may be extended by mutual consent of the respective Bidders and the Tender Inviting Authority;

(d) The Selected Bidder fails within the specified time limit:

(i) To sign and return the duplicate copy of the LOA; or
(ii) To furnish the Performance Security within the period prescribed therefor in the Letter of Award; or
(ii) To sign the Concession Agreement.

SECTION – 3

3. EVALUATION OF BIDS

3.1 Opening of Bids

3.1.1 The Tender Inviting Authority or its authorized representatives will open the bids online by **15.30 hours on 01-09-2025** at https://tntenders.gov.in and this could be viewed by the Bidders online. In the event of the specified date for the opening of bids being declared a holiday for the Tender Inviting Authority, the bids will be opened at the same prescribed time on the next working day and in the presence of the Bidders who choose to attend.

3.1.2 The Tender Inviting Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

3.1.3 To facilitate evaluation of Bids, the Tender Inviting Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.1.4 The file containing the Part I: Technical Proposal of the bid will be opened first.

3.1.5 The Tender Inviting Authority will also prepare minutes of the Bid opening,includingthe information disclosed and upload the same for viewing online.

3.2 Tests of responsiveness

3.2.1 Prior to evaluation of Bids, the Tender Inviting Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:

(a) It is received as per the clause 2.12, 2.13 & 2.14;

(b) It is received by the Bid Due Date including any extension thereof pursuant to Clause 2.15;

(c) It is accompanied by the Bid Security as specified in Clause 2.22;

(d) It is accompanied by the Power(s) of Attorney as specified in Clause 2.14.2;

(e) It contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified) in Clauses 2.12.1 and 2.14.2;

(f) It does not contain any condition or qualification; and

(g) It is not non-responsive in terms hereof.

3.2.2 The Tender Inviting Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Tender Inviting Authority in respect of such Bid. Provided, however, that the Tender Inviting Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

3.3 Evaluation of Bids

3.3.1 Evaluation of Part I: Technical Proposal of bids with respect to the qualification information and other information furnished by the Bidder in its Bid pursuant to Clauses 2.2 and 2.3, shall be taken up and completed. Subsequently, a list will be drawn of the qualified Bidders (the **"Technically Qualified Bidders"**) whose Financial Bids(Part II) will be eligible for opening.

3.3.2 The Tender Inviting Authority shall inform, the bidders, who have qualified during evaluation of Part I of bids, of the date, time of online opening of Part II: Financial Proposal of the Technically Qualified Bidders. In the event of the specified date being declared a holiday for the Tender Inviting Authority, the bids will be opened at the same prescribed time and location on the next working day.

3.3.3 Financial Proposals of only those Bidders, who have technically qualified will be opened online. The Bidders' names, the Bid prices, the total amount of each bid, and such other details as the Tender Inviting Authority may consider appropriate will be notified online by the Tender Inviting Authority at the time of Financial Bid opening. Any Bid price, which is not declared and recorded, will not be taken into account in Bid Evaluation.

3.3.4 The Tender Inviting Authority shall prepare the minutes of the online opening of the Financial Proposals and upload the same for viewing online.

3.4 Selection of Bidder

3.4.1 The Bidder who is quoting the lowest share in the Actual Energy Savings in percentage terms shall be declared as the Successful Bidder (the **"Successful Bidder"**)and the Tender Inviting Authority shall issue a Letter of Award (the **"Letter of Award"**) to the Successful Bidder.

3.4.2 In the event that the Tender Inviting Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.4.3 In the event that two or more Bidders quote the same value (the "**Tie Bidders**"), the Tender Inviting Authority shall identify the Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

3.4.4 In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**"), the Tender Inviting Authority may invite all the remaining Bidders to revalidate, as necessary, and match the Bid of the aforesaid Lowest Bidder (the "**second round of bidding**"). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Successful Bidder. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Successful Bidder. For example, if the third and fifth Lowest Bidders in the first

round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said third Lowest Bidder shall be the Successful Bidder.

3.4.5 In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding as specified in Clause 3.4.4, the Tender Inviting Authority may, in its discretion, invite fresh Bids (the "**third round of bidding**") from all Bidders except the Lowest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second Lowest Bidder in the first round of bidding.

3.4.6 After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Tender Inviting Authority to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the Tender Inviting Authority may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.4.7 After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall execute the Concession Agreement within the period prescribed in Clause 1.3. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Draft Concession Agreement.

3.5 Performance Security

3.5.1 Within 28 days from the date of the Letter of Acceptance, the successful bidder shall deliver to the Tender Inviting Authority a Performance Security for the Implementation Period and Operation period, in the following form for an amount of **Rs. 2.00 Crore (Rupees TwoCrore only)** which shall be valid for a period of 3 (three) months after the expiry of the Concession Period.

i. Unconditional and irrevocable bank guarantee issued by any one of the branches of a Nationalized Bank or a Scheduled Commercial Bank in India, provided they are in the prescribed format (enclosed in Appendix III) in favour of the **Chief Engineer, TWAD Board, Madurai**.

3.6 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Tender Inviting Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Tender

Inviting Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.7 Bid Parameter

3.7.1 The Bid parameter shall be the percentage share in theActualEnergy Savings quoted by the Bidder (Quoted Share).

3.7.2 The Guaranteed Energy Savings shall be minimum **Twenty five percent (25%)** with reference to the Baseline Specific Energy Consumption.

3.7.3 Bidder shall quote its share in the Actual Energy Savings, which shall not be more than **70 % (seventy percent)**.

3.7.4 At any point of time during the Operations Period, if the Actual Energy Savings is:

i. higher than the Guaranteed Energy Savings, the Bidder shall be eligible for incentives as specified in Clause 7.3 (KPI)

ii. equal to the Guaranteed Energy Savings, the Bidder will neither be eligible for any incentives nor penalised as specified in Clause7.3 (KPI).

iii. lower than the Guaranteed Energy Savings, the Bidder will be penalised as specified in Clause 7.3 (KPI).

SECTION – 4

4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Tender Inviting Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Tender Inviting Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Tender Inviting Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

4.2 Without prejudice to the rights of the Tender Inviting Authority under Clause 4.1 hereinabove and the rights and remedies which the Tender Inviting Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Tender Inviting Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Tender Inviting Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Tender Inviting Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this Section-4, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "**Corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Tender Inviting Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to

be in the service of the Tender Inviting Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.1.2 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Tender Inviting Authority in relation to any matter concerning the Project;

(b) "**Fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

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

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

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

SECTION – 5

5 PRE-BID CONFERENCE

5.1 The Bidder or its authorized representative, who are desirous, may attend the pre-bid meeting which will will be held physicallyin theoffice of Chief Engineer, TWAD Board, Madurai and will be held online as well on **14.08.2025 at 11.00 AM**. The Bidders interested to participate online shall request the meeting link via email to **jcecomtwad@gmail.com** or attend the pre-bid meeting physically.

5.1.1 The purpose of the meeting will be to clarify any queries related to the RFP and the Draft Concession Agreement published by TWAD and to answer questions on any matter that may arise at that stage.

5.1.2 The Bidder is requested, as far as possible, to submit the questions in writing or by electronic mail, to reach the Tender Inviting Authority not later than one day prior to the meeting.

5.1.3 Minutes of the meeting, including the text of the questions (without identifying the source of enquiry) and the responses given together with any responses prepared after the meeting, will be uploaded in https://tntenders.gov.in. Any modification of the Bidding Documents listed in Clause 2.9 which may become necessary as a result of the pre-bid meeting shall be made by the Tender Inviting Authority exclusively through the issue ofaCorrigendum/ Addendum pursuant to Clause 2.11 of the RFP. The same shall be uploaded on **https://tntenders.gov.in**.

5.2 Attendance in the pre-bid meeting is not mandatory and non-attendance will not be a cause for disqualification of the Bidder.

SECTION – 6

6 MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Tender Inviting Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2 The Tender Inviting Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

(a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(b) Consult with any Bidder in order to receive clarification or further information;

(c) Retain any information and/ or evidence submitted to the Tender Inviting Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

(d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Tender Inviting Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.4 The Bidding Documents are to be taken as mutually explanatory.

SECTION – 7

7 SCOPE OF WORK

7.1 Scope of Work

7.1.1 The scope of work covers procuring, supply and delivery of 91 Energy Efficient Pumpsets and allied equipment to the ProjectSite(s), unloading, handling and storage on ProjectSite(s), complete installation including cement concrete foundation and supporting steel structure wherever necessary, final check-up, painting, performance testing and commissioning of Energy Efficient Pumpsets and allied electrical equipment, instrumentation system and other required accessories to be procured and installed as per the technical specifications on turnkey basis.

7.1.2 The scope of work shall include procuring, supply, installation and commissioning of 37 nos. of Capacitor Banks, 19nos. of Harmonics Filters and 10 no. of Transformer as per the Standards and Technical Specifications provided under Schedule-12 of the DCA.

7.1.3 All installations shall be of high quality, safe, durable, complete and fully operational including all the allied equipment, spares and accessories whether or not specified in detail in the Standards and Technical Specifications provided under Schedule-12 of the DCA.

7.1.4 Any item of work, either supply and/ or erection of material which have not been specifically mentioned in the Standards and TechnicalSpecifications under Schedule-12 of the DCA, but are at most necessary to complete the work for trouble free, efficient operation and guaranteed performance of the 42 Pumping Stations shall be deemed as included within the scope of this Project and shall be provided by the Bidder without any extra cost to the Authority.

7.1.5 The Concessionaire will have to submit third party factory inspection and testing report of the Energy Efficient Pumpsets as per ISO 9001 Quality Management Systemat his own cost and expenses.

7.1.6 The Concessionaire Following Test Certificates shall be provided:

a) Certificates of calibration with its accuracy and uncertainty.
b) Certificates of standards and classification.
c) MOC certificates of instruments and its parts.
d) IE rating certificates for motor as per IEC 60034-2-1 and IEC 60034-30-1

7.1.7 Energy Efficient Pumpsets and its accessories including its communication Protocol systems shall be installed as per the instructions of the respective Original Equipment Manufacturer (OEM) and verification of various process parameters including behaviour of equipment in abnormal conditions need to be demonstrated during the trial runs.

7.1.8 The Bidder shall submit required copies of instructions and maintenance manuals of the Energy Efficient Pumpsets and its accessories including communication devices, Remote Transmitting Units/ Data Loggers in English languagefor operation, preventive and regular maintenance and repair, prior to the Transfer Date as indicated in the DCA.

7.1.9 On completion of work, the Bidder will have to submit a booklet with the as built drawings of the 42 Pumping Stations, indicating all the components connected to the whole pumping system.

Bidders shall refer to Article-2 of the Draft Concession Agreement (DCA) for the Scope of the Project and the detailed Scope of Work (SoW).

7.2 Specific Terms and Conditions

1) Regulations and Standards

- All materials and equipments shall conform to the relevant Indian Standards and shall be of the approved make and design. The material of construction of all components, which are in direct contact with liquid, shall be non-corrosive. The Bidder shall be responsible for the safe custody of all the materials and shall insure them against theft, damage by fire, earthquake etc. Any item, which is proposed as a substitute, shall be accompanied by all technical detail giving sizes, particulars of materials and the manufacturer's name and shall be submitted along with the bid offer.

- All materials of the same kind of service shall be identical and made by the same manufactures. Any deviation to this rule shall be approved by TWAD Board. Top priority shall be given to the products that have a permanent agent providing spare parts and maintenance facilities in the same city where the project is situated.

2) Scope of Specifications

- These specifications cover Design, factory testing, supply, delivery to site, unloading, handling and storage to site with all risk, complete installation including cement concrete foundation wherever necessary, final checkup, painting, performance testing and commissioning of Energy Efficient Pumpsets and related instrumentation - equipment and accessories to be supplied under these specifications provided in the tender document, to achieve a guaranteed coordinated commercial operation of the same to the entire satisfaction of the TWAD Board.

- Any item of work, either supply and/or erection of material which have not been specifically mentioned in this specification and drawing but are necessary to complete the work for trouble free, efficient operation and guaranteed performance of the entire project offered shall be deemed as included within the scope of this specification and shall be provided by Bidder without any extra cost to the TWAD Board.

3) Ambient Condition

- The equipment is to be operated in tropical climate with high ambient temperature up to 50 ºC. So the equipment shall be designed such that it will be suitable to operate under tropical climate.
- If any alteration is to be made to the civil structures to erect the energy efficiency Pumpsets of different types, it can be carried out by bidder at their own cost.

4) Rules and Regulations Applicable on staff engaged by Bidder

Staff engaged for entire operation/ maintenance etc. shall have to be in accordance with the rules and regulation laid down by the Ministry of Labour Welfare, Govt. of Tamil Nadu, The wages and other essential amenities, group insurance, compensation etc. shall be paid as per Government rules and all expenditure on this account shall be bidder's responsibility. The necessary registration under Labour laws shall be mandatory.

The compensation due to loss of lives/ retrenchment etc. shall be borne by the bidder. The TWAD Board shall not bear any liability of the labours, as it is the entire responsibility of the bidder. He will be the principal employer under labour/ factory act 1948 etc.

The bidder is liable for engaging sufficient skilled staff for proper O&M of all machinery and pumping station as directed by Engineer in-charge. The bidder will pay the regular monthly wages and essential amenities to all the staffs engaged every month without any lapse.

5) Power Charges

The electric power shall be givenbyTNPDCL at respective pumping stations. All expenses of power charges shall be borne by the TWAD Board. At present the power charges as per present tariff, it may increase or decrease which will be paid by the department and also calculation for the payment to the bidder will be made based on the power charges during the period of invoice, but increase in power charges due to non maintenance of requisite power factor to a minimum limit of 0.90 of this unit or any surcharges due to power consumption in excess of permitted demand shall be borne by the bidder and deducted from his running payment from time to time, however if incentive to the department made by the TNPDCL for maintaining the Power Factor, the incentive amount will be taken by the Department.
Power tariff on which payment calculated shall be made inclusive of Unit Power Charges, Electric Duty, Water Cess, Urban Cess, which are based on power consumption. In future if TNPDCL Changes the power tariff pattern calculation of payment to the bidder shall be made only on the items which are based on power consumption.
Rs ___ per unit for HT supply & Rs ___ per unit for LT supply, the tariff will be adopted as per the tariff fixed by the TNPDCL and its revisions.

Suitable measures have to be taken to maintain power factor used & to control the excess demand by the bidder at their own cost .The bidder has to follow all the rules and regulation of the

TNPDCL. The bidder can optimize the EB charges by running the project in the night hours and avoiding the peak hours as specified by TNPDCL.

6) Testing of Pumps

The bidder shall submit test certificates from the manufacturer for all new pumps, motors, flow meter brought by him before installation at Pumping Stations for the designed duty conditions. The inspection/ testing charges for all Equipment(s) and material(s) if required for the work, the arrangement for inspection/testing and expenses thereto shall be borne by the bidder. Inspection may be carried out either by Departmental Engineer or by the TWAD Board approved Third Party.

7) Flow Delivered

The delivered flow shall the flow measured by the Electromagnetic/Ultrasonic flow meter installed at the Delivery pipe line of each pump at both the delivery headers during the period of 10 AM to 10 AM on consecutive days. In case of any defect in flow meter, the flow shall be determined based on the average flow of pumps with their working time for the respective day.

If bidder fails to Repair/Replace the defective flow meter within 7 Days, a penalty of as per KPI may be imposed.

8) Maintaining power factor at all pumping station.

(a) Maintaining minimum power factor not less than 0.90 or above as desired by TNPDCL. Power capacitor of desired capacity are already installed which have to be maintained by bidder so that the power factor is not lowered down in any case below 0.90. Bidder is free to use modern technology to improve power factor.

(b) The power factor should be maintained to the desired limit of 0.90 at each Pumping Station.

(c) The power factor improvement system should be capable to maintain the desired power factor within prescribed limits irrespective of the condition of the operating system.

(d) To regulate, calibrate, inspect and check the meter reading for power factor replacing the damaged/defective equipment/parts from time to time for proper maintenance of power factor for which extra payment will not be made by the department.

(e) The capacitors should be installed as per required rating capacity free of cost by the bidder with approval from the Engineer-in-charge where power factor is lower than 0.90.

(f) The bidder has to arrange the replacement of Burnt/Damaged capacitors and other equipment free of cost. No extra payment will be admissible to the bidder for this work.

(g) Bidder is required to study the whole system on account of power factor for keeping power factor more than 0.90. If he thinks that capacity of installation is inadequate, then he may install

the additional equipment which are required to be installed to maintain the P.F. 0.90 or above while pumps in operation. Required modification at all pumping station shall be done by the bidder free of cost from the date of taking over the plant.

9) Inspection and Testing

The Authority reserves the right to inspect and test at manufacturer's works at all reasonable times during manufacture of items included in this contract. Tests on site of completed works shall demonstrate among other things.

a. That the equipment installed complete with specifications in all particulars and of the correct rating for the duty and site conditions.

b. That all items operate efficiently to meet the specified requirements.

c. That all circuits are correctly fused and protected and that all protective devices are properly coordinated.

d. That all non-current carrying metal work is properly and safely grounded in accordance with the specifications.

e. While testing any equipment at manufacturer's / Bidder's place TWAD Board shall reserve the right to check / calibrate all the measuring devices.

f. The Bidder shall provide all necessary instruments and labour for testing and shall make adequate records of test procedures and readings and shall repeat any tests requested by TWAD and shall provide test certificates signed by a properly authorized person. Such test certificates shall cover all works.

g. If tests fail to demonstrate the satisfactory nature of the installation or any part thereof then no claims for the extra cost of modifications, replacements or retesting will be considered. The Engineer-in-charge decision as to what constitutes a satisfactory test shall be final.

h. The above general requirements as to testing shall be read in conjunction with any particular requirements specified elsewhere.

i. All materials, components and equipment covered in this specification shall be procured, manufactured, erected, commissioned and tested at all the stage as per comprehensive quality assurance program drawn in with related ISO.

j. This is however, not intended to form a comprehensive program as it is the Bidder's responsibility to draw up and implement such program duly approved by TWAD. The detailed quality plans for manufacture and field activities should be drawn up by the Bidder separately in the prescribed format and will be submitted to the Engineer-in-charge for his approval.

k. Manufacturing quality plan will detail out for all components and equipment, various test/inspection be carried out as per the requirements of specification and standard mentioned there in quality practices and procedures followed. Bidder's quality control organization, the relevant reference documents and standards, acceptance norms, inspection documents raised

etc. during all stages of material procurement manufacture, assembly and final testing / performance testing.

l. Field quality plans shall detail out, for all the equipment, the quality practices and procedure etc. to be followed by Bidder's site quality control organization, during various stages of site activities from receipt of materials / equipment at site.

m. The Bidder shall also furnish along with the quality plan, copies of the reference documents/ plant standards/ acceptance norms/test and inspection procedure etc. as referred in them. These quality plans and reference documents/standards etc. will be subject to TWAD's approval, without which manufacture shall not proceed. These approved documents shall form a part of the contract. In these approved quality plans TWAD shall identify customer hold points (CHP) test/checks which shall be carried out in the presence of the authorized representatives of TWAD. All deviations to this specifications, approved Quality Plan and applicable standards must be documented and referred to TWAD Board representative along with technical justification for approval.

n. No materials/equipment shall be dispatched from the manufacturer's works until & unless the same is either accepted subsequent to pre dispatch final inspection (including verification records of all previous test/inspection) by TWAD Board's third-party inspection agencies.

o. All material used or supplied shall be backed up by valid material certificate and test reports. These certificates and reports shall indicate the hit number or other such acceptable identification number of the material they purport to certify. The material certified should also have the identification details stamped on it.

p. All material used for equipment construction including casting and forging etc. shall be of tested quality as per relevant codes/standards. Details of results of the test conducted to determine the main properties, chemical analysis and details of treatment procedure recommended and actually it shall be recorded on certificates. Tests shall be carried out as per applicable materials standard agreed details.

q. All the sub vendors proposed by the Bidder for procurement of major bought out items including castings, forging, semi-finished and finished components/equipment (list of which shall be drawn by the Bidder, submitted to and finalize by TWAD) shall be subject to TWAD's approval.

r. The Bidder shall undertake an inspection, testing program during manufacture in his work that of his sub Bidder's to ensure the accuracy of components, compliance with drawing conformance to functional and performance requirements acceptability of all materials, parts and equipment correlation of its identity with test certificate shall carry out all test/ inspection required establish that the items/equipment conform to the requirements of this specification and the relay codes/standards specified in this specification addition to carrying out tests as per the approval.

s. Inspection: (Factory Acceptance Test)

Inspection should be carried out before material shipment strictly at the manufacturer's factory and the test need to be witnessed by End user and/or TPI at manufacturer facility:

Sl. No.	Inspection Type	Percentage of Order quantity
1.	Visual Inspection for Finished Quantity	100%
2.	Review of all Calibration & Hydro test certificates	25%
3.	Megger test to verify coil isolation	25%
4.	DFT Paint test for paint thickness of 125 µm.	25%

10) Identification of underground utilities/ shifting of utilities shall be Required

Apart from carrying out improvement and maintenance works, the Bidder shall be, inter-alias, responsible for the following activities:

Procurement of required clearances (other than those specified as the obligations of the Authority) for commencing and completing the works.

(i) Completion of works according to the scope of works, specifications and drawings within stipulated time frame, with adequate equipment and plant support;

(ii) Safety management during implementation of Works.

(iii) Preparation and implementation of Total Quality Management Program;

11) Rectification and Taking Over

The Bidder shall carry out all rectifications, repairs or adjustment work found necessary during performance testing and commissioning.On successful commissioning after carrying out all the necessary rectification /repair works, as specified during the performance testing, The bidder will take over the pumping station for O&M.

12) Test Certificates

The Bidder shall submit valid test certificates for all the Pump set, cables , MCCB and all other electrical equipment which is necessary to be replaced for improving the efficiency of the Pumpsets and Allied system, capacitor banks, harmonics filters, transformer, pressure gauge, flow meter, energy meter etc. These shall be issued by a Government recognized inspection office certifying that all equipment, materials, construction and functions are in agreement with the requirements of these specifications and accepted standards.

13) Instruction Manual

The Bidder shall prepare instruction manuals in Tamil & English, on operation, preventive maintenance and repairs of and submit 5 copies of the same to the TWAD Board on completion of 10 yearoperation period at the time of handing over.

14) Painting

All metallic surfaces, equipment and components shall first be thoroughly cleaned, degreased and phosphate and then be given two coats of zinc primer and then the surface shall be coated, painted with approved shade of paint. The resulting coating shall be uniform and smooth and shall adhere perfectly to the surface.

15) As Built Drawings

At the completion of work and before issue of certificate of virtual completion, the Bidder shall submit to the concerned Chief Engineer, layout drawing drawn at appropriate scale indicating the complete Energy Efficient Pumpsets system "As Installed".

16) Manufacturers

The Bidder must ensure that only reputed manufacturers are being sourced for any and all components for the Project. Use of low or substandard quality of components will subject to cancellation of contract and the Performance Security will be forfeited at any point of time.

a) Energy Efficient Pump and Motor Manufacturer, blacklisted anywhere in India or Abroad cannot participate in the bidding process.

b) Full contact details for key personnel of manufacturer should be furnished.

c) The supplier shall provide evidence of minimum 5 years involvement in the Project implementation or Maintenance or manufacturing of Energy Efficient Pump and Motor and shall furnish performance certificate from any customer.

Wherever manufacturer's names and /or catalogue numbers are given this is an indication of the quality standards and performance required. Wherever discrepancy occurs, decision of the engineer incharge will be final.

17) O&M OF PUMPING STATIONS (ESCO MODEL)

The scope of work under the present contract is summarized as under but not limited to:

1. After taking over of the system and installation of flow meters & energy meters with the same Pumpsets, daily water & power meter reading is to be recorded for 1 month or with mutual understanding with the TWAD Board so as to establish the data of production/ transmission of water and correspondingly power consumed during the period for each pumping station.
2. Bidder is required to Replace/Repair/Rehabilitation of existing Pumpsets (HSC submersible and Vt Pumpsets) with energy efficient new Pumpsets replacement/ repair of suction and delivery pipes (if required) , sluice valves, dual plate check valves, butterfly valves, electric

actuators, air cushion valves etc.(where ever required), Repair/ Rehabilitation/ Replacement of electric panels, control/power cables of all sizes (if required),HT/LT capacitor banks, HT CTs, HT/LT transformers (in case of requirement due to increased designed flow)in phased manner at his own cost ensuring that the baseline production should not be disturbed. The bidder is free to choose the duty head & discharge of the pump nearest to the actual operating condition at site & having best efficiency. Department may provide the available data regarding the Static Head, the duty head, and discharge of the existing pumping machinery and details of rising main network. However bidder may verify the data at his level before bidding.

18) Smart Flowmeters and othe components

Concessionaire is bound to install Smart flow meters at his own level at delivery pipe line of each pump installed at the pumping stations and common headers. Bidder is bound to install Smart Flow meters as per the technical specifications provided in the tender document. Bidder has to claim the energy savings by submitting the supporting documents from flow meter and energy meter readings. No any additional payment will be made to bidder on account of installation of flow meters/Valve at the pipe lines mentioned above.

i. Bidder is bound to install a Doppler principle-based flow meter at all the pumping stations.A regular monitoring of these flow meters will help in efficient operation of pumping system and in monitoring & reduction of water losses in the conveyance system.
ii. For supplying the designed water demand, the pumping stations will be required to augment for the project designed demand. This will necessitate replacement of pumps/motors, checking adequacy of suction & delivery piping, thrust blocks, suction sump, surge shafts, electric installations, HT/LT transformers etc. for this increased demand.
iii. Repairing of LT/HT starter panels installed at each pumping station. Any defective/ burn out spare part of the LT/HT starter panel shall be replaced by the bidder at his own cost as per the list given in this RFP.
iv. it is necessary to repair/remodel the existing foundation blocks of some existing pumps as well as based on the final selection of new pump to be installed by the bidder. The cost of modification of foundations will be borne by the bidder
v. If required, bidder may repair of rising main of Pumping stations. No extra cost will be paid by the Department for this work.
vi. Bidder at his own cost is required to execute civil works related to repairs of building/boundary wall/drain channel/fencing etc at each pumping station to keep the pumping station premises in good manner for which no extra payment will be made by the Department.
vii. Bidder at his own cost is required to supply furniture at each pumping station as decided by the Chief Engineer for which no extra payment will be made by the Department.
viii. Replacement of faulty / burn out LT/HT cables under the project at his own cost.
ix. All tools & Plants, vehicles, consumable articles such as nuts – bolts & washers, rubber sheet, tap rolls oil, grease etc. shall be arranged by the bidder at his own cost.

x. Bidder is free to use the Pumpsets and accessories and other electrical equipment available with the department and connected with the present pumps and pumping station under the contract, while all the old pumping machinery or electrical equipment taken out from the source by the bidder shall be the property of the department.

xi. Oversee the operation of the pumps & arrange for Collection and compilation of data on daily water production & energy consumption for pumping station & submission of daily, weekly, monthly & yearly reports & charts.

xii. Verification of work of the operational staff and submission of daily/monthly report along with the production report.

xiii. The bidder shall also provide original manufacturer test certificate showing efficiency of pump set at duty point for new pumps brought by the bidder.

xiv. To provide access to inspection staff of TWAD authorized Chief Engineer for checking/ verification of the energy meter reading/ water meter readings.

xv. Energy Meter & inspection of electrical installation whenever needed.

xvi. The bidder shall deploy required sufficient staff at his own cost to maintain smooth operation and maintenance of the project during the contract period.

xvii. Routine, preventive and break down maintenance of all the electrical, mechanical and instrumentation installation and the pumping machinery, including their repair/ replacement promptly whenever needed at his own cost.

xviii. The Existing water production may increase during the project tenure, so the bidder have to design and install new or modified energy efficient pumping machineries to cater additional pump set installation. Cost of any additional pump set and accessories installation during O&M period of 10 years will be borne by TWAD Board.

xix. The department at its own or by engaging other contracting firms may execute the civil works related to civil structures and pipeline for want of augmentation of the capacity of Pumping system. Bidder of this contract would be required to maintain coordination with the said contracting firm as well as department in facilitating the proposed new installations/removal of old installations or carrying out civil works related to capacity enhancement of the allied civil structures/pipe line without affecting the notified rate of flow. While the cost on procurement, Installation, repair and rehabilitation during defect liability period of that contract would be borne by the Department itself or new contracting firm; however after completion of the defect liability period of that contract the operation and routing maintenance of such additional replaced equipment/works and civil structures newly created would become part of this contract and the bidder of this contract is bound to operate and maintain newly created facility/civil structures/equipment etc. also. In case if there is no possibility of increase in the capacity of Pipe lines and other structures etc. by the department then bidder is only bound to deliver existing flow.

xx. CEIG approval if any required should be got from the competent authority by the ESCO bidder

xxi. Allowing TNPDCL official to inspect the power supply arrangements and the take water readings in the pumping stations

7.3 Key Performance Indicators

The Key Performance Indicators (KPIs) for the Concessionaire stipulated by the Authority are summarized below:

I. Key Performance Indicators (KPIs) with respect to the Pumped Quantity of water

Key Performance Indicator	Value	Ascertaining Method	Timeline/ Frequency	Incentive/ Penalty
Pumped Quantity	Equal to or more than the Earmarked Quantity	Readings of Digital Flow Meter installed in each of the 42 Pumping Stations	i. Measured and data compiled on daily basis ii. Instances of excess on daily basis to be counted/ noted	No Incentive/ Penalty.
Pumped Quantity	Shortfall upto 3% of the Earmarked Quantity	Readings of Digital Flow Meter installed in each of the 42 Pumping Stations	i. Measured and data compiled on daily basis ii. Instances of excess on daily basis to be counted/ noted	Penalty shall be levied for the shortfall quantity at the rate of the Actual Specific Energy Consumption for the bi-monthly period under consideration multiplied by 1.50 times the prevailing TNPDCL tariff.

Key Performance Indicator	Value	Ascertaining Method	Timeline/ Frequency	Incentive/ Penalty
Pumped Quantity	Shortfall from 3% to 6% of the Earmarked Quantity	Readings of Digital Flow Meter installed in each of the 42 Pumping Stations	i. Measured and data compiled on daily basis ii. Instances of shortfall on daily basis to be counted/ noted	Penalty shall be levied for the shortfall quantity at the rate of the Actual Specific Energy Consumption for the bi-monthly period under consideration multiplied by 1.75 times the prevailing TNPDCL tariff.
Pumped Quantity	Shortfall from 6% to 10% of the Earmarked Quantity	Readings of Digital Flow Meter installed in each of the 42 Pumping Stations	i. Measured and data compiled on daily basis ii. Instances of shortfall on daily basis to be counted/ noted	Penalty shall be levied for the shortfall quantity at the rate of the Actual Specific Energy Consumption for the bi-monthly period under consideration multiplied by 2.00 times the prevailing TNPDCL tariff.
Pumped Quantity	First (1st) instance of shortfall more than 10% of the Earmarked Quantity within the bi-monthly billing period	Readings of Digital Flow Meter installed in each of the 42 Pumping Stations	i. Measured and data compiled on daily basis ii. Instances of shortfall on daily basis to be counted/ noted	Liable for Termination – Preliminary notice of termination may be issued.
Pumped Quantity	Second (2nd)instance of shortfall	Readings of Digital Flow Meter installed in each of the	i. Measured and data compiled on daily basis	Liable for immediate Termination – Termination Notice shall be issued.

Key Performance Indicator	Value	Ascertaining Method	Timeline/ Frequency	Incentive/ Penalty
	more than 10% of the Earmarked Quantity within the bi-monthly billing period	42 Pumping Stations	ii. Instances of shortfall on daily basis to be counted/ noted	
Pumped Quantity	5 Instances of shortfall upto 10% measured on daily basis within the bi-monthly billing period	Data from the Digital Flow Meters captured and compiled at the Pumping Station level on daily basis	Instances of shortfall on daily basis to be counted/ noted.	Liable for immediate Termination – Termination Notice may be issued.
Pumped Quantity	Shortfall for 3 consecutive days upto 10% measured on daily basis.	Data from the Digital Flow Meters captured and compiled at the Pumping Station level on daily basis	Instances of shortfall on daily basis to be counted/ noted	Liable for Termination – Preliminary Notice of Termination may be issued.

Note:

If the Pumped Quantity reduces due to problems such as power shut down, source depletion or any other natural calamities, then the Concessionaire shall not be penalized by the Authority.

II. Key Performance Indicators (KPIs) with respect to the Actual Energy Savings

Key Performance Indicator	Value	Ascertaining Method	Timeline/ Frequency	Incentive/Penalty
Actual Energy Savings	The Actual Energy saving (kWh) is upto 5% over and above the Guaranteed Energy Saving	Readings from smart energy meter installed by TNPDCL in each of the 42 Pumping Stations.	i. Measured and data compiled on daily basis ii. Cumulative bi-monthly readings recorded.	An incentive of 10% on the additional energy saved over and above the Guaranteed Energy Savings.
Actual Energy Savings	The Actual Energy saving (kWh) is more than 5% over and above the Guaranteed Energy Saving	Readings from smart energy meter installed by TNPDCL in each of the 42 Pumping Stations.	i. Measured and data compiled on daily basis ii. Cumulative bi-monthly readings recorded.	An incentive of 15% on the additional energy saved over and above the Guaranteed Energy Savings.
Actual Energy Savings	The Actual Energy saving (kWh) is equal to Guaranteed Energy Saving	Readings from smart energy meter installed by TNPDCL in each of the 42 Pumping Stations.	i. Measured and data compiled on daily basis ii. Cumulative bi-monthly readings recorded.	No Incentive/ Penalty.
Actual Energy Savings	The Actual Energy saving (kWh) is between 20% and 25%.	Readings from smart energy meter installed by TNPDCL in each of the 42 Pumping Stations.	i. Measured and data compiled on daily basis ii. Cumulative bi-monthly readings recorded.	Penalty of 110% of the TNPDCL Electricity tariff charges will be levied as penalty on the shortfall in the savings.
Actual Energy Savings	The Actual Energy saving (kWh) is between 15% and 20%.	Readings from smart energy meter installed by TNPDCL in each of the 42 Pumping	i. Measured and data compiled on daily basis ii. Cumulative bi-monthly	Penalty of 150% of the TNPDCL Electricity tariff charges will be levied as penalty on the shortfall in the

Key Performance Indicator	Value	Ascertaining Method	Timeline/ Frequency	Incentive/Penalty
		Stations.	readings recorded.	savings.
Actual Energy Savings	The Actual Energy saving (kWh) is between 10% and 15%	Readings from smart energy meter installed by TNPDCL in each of the 42 Pumping Stations.	i. Measured and data compiled on daily basis ii. Cumulative bi-monthly readings recorded.	Penalty of 200% of the TNPDCL Electricity tariff charges will be levied as penalty on the shortfall in the savings.
Actual Energy Savings	The Actual Energy saving (kWh) is between 0% and 10%.	Readings from smart energy meter installed by TNPDCL in each of the 42 Pumping Stations.	i. Measured and data compiled on daily basis ii. Cumulative bi-monthly readings recorded.	Penalty of 250% of the TNPDCL Electricity tariff charges will be levied as penalty on the shortfall in the savings. Liable for Termination – Preliminary Notice of Termination may be issued.
Actual Energy Savings	The Actual Energy saving (kWh) is below 0%.	Readings from smart energy meter installed by TNPDCL in each of the 42 Pumping Stations.	i. Measured and data compiled on daily basis ii. Cumulative bi-monthly readings recorded.	Liable for Immediate Termination – Termination Notice shall be issued.

III. KPI for Partial COD

Key Performance Indicator	Value	Ascertaining Method	Timeline/ Frequency	Incentive/Penalty
COD	Partial COD corresponding to each CWSS	Achieved prior to Scheduled COD	Number of Days	Shared Savings computed on a pro-rata basis (accrued) for the number of days between the occurrence of Partial COD for a Pumping Station and the Actual COD, shall be paid within 15 days from the Actual COD.
COD	Actual COD	Achieved on the Scheduled COD	Number of Days	No Incentive or Penalty
COD	Actual COD	Achieved after Scheduled COD	Number of Days	If the Concessionaire delays the completion by X number of days from the Scheduled COD, the Concessionaire cannot claim any payment towards Energy Savings for X number of days post the Actual COD

SECTION – 8: TECHNICAL PROPOSAL SUBMISSION FORMS
Form-A1: Company Information

ESCO's/Bidder's / Bidder legal name *__[insert full legal name]____*
In case of Consortium of Firms (COF), legal name of each partner: *___[insert full legal name of each partner in Consortium] ____*
ESCO's/Bidder's / Bidder Actual country of constitution: India
ESCO's/Bidder's / Bidder actual year of constitution: *___[indicate year of Constitution] __*
ESCO's/Bidder's Bidder legal address in India: *___[insert street/ number/ town /municipality or CORPORATION/MUNICIPALITY/ country]____*
ESCO's/Bidder's / Bidder authorized representative information in India (correspondence shall be sent to this address) Name: *__[insert full legal name]____* Address: *___[insert street/ number/ town or CORPORATION/MUNICIPALITY/ country]____* Telephone/Fax numbers: *[insert telephone/fax numbers, including country and Corporation/Municipality codes]* E-mail address: *___[indicate e-mail address]___*
Attached are copies of original documents of: (a) Articles or Documents of Constitution, and documents of registration of the legal entity named above. (b) In case of Consortium, consortium agreement should be provided. (c) In case of Government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

Form-A2: Financial Capacity Statement

Information on Financial Capacity shall be furnished by the Bidder in the format given below. In the case of a Consortium, the information shall be provided for each Member Firm in the Consortium.

Financial Capacity Statement			
Sl. No.	**Financial Year**	**Annual Turnover (in INR)**	**Networth (in INR)**
1	2020-2021		
2	2021-2022		
3	2022-2023		
4	2023-2024		
5	2024-2025		

(Name and Signature of Authorized Signatorywith the Company seal)

Note:

1. *Annual turnover and Networth figures for the past five financial years furnished above by the Bidder should be certified by a registered Chartered Accountant. The certificate should be affixed with the seal of the office of the Chartered Accountant with the registration number legibly and attested by a Notary Public.*

Form-A3: Summary of Bidder's Project Experience

(The eligible Projects shall be listed chronologically, according to their date of commencement.)

Name of the Project	Type of Project (EPC / O&M / ESCO / Manufacture &Supply of Pumps)	Brief Description of the Project	Name of the Authority/ Govt. Agency for which the Project was executed	Capacity of Pumping machinery installed and commissioned/ O&M has been performed/ manufactured & supplied	List of Documentary Proof (s) issued by the Competent Authority
					1. Completion Certificate issued by the Client (or) for EPC Projects and/ or PPP Projects 2. Purchase Orders (by OEMs)

(Name and Signature of Authorized Signatorywith the Company seal)

Note:

1. *For each completed Project, completion certificate or experience certificate issued by the Authority certifying that the assignment has been completed by the Bidder should be furnished.*
2. *In the case of OEMs, details of Purchase Orders along with a copy of the relevantPurchase Orders and communication (if any) received from the customers upon supply of Pumping machinery to its satisfaction shall be furnished.*
3. *The Authority reserves the right to seek from the Bidder(s) additional documentary proofs for the claims made with regard to technical eligibility and the work experience, or to verify the authenticity of documentary proofs submitted by the Bidder(s) with the clients/ government agencies at any stage of bid process or any time thereafter.*

Form-A4: Details of Bidder's Project Experience

Project Data Sheets (PDS)

(Provide details of Bidder's Project Experiences including EPC Contracts / O&M Contracts)

Using the format below, provide information on each project for which your firm, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out projects similar to the ones proposed under this Project.

Name of the Firm:	
Nature of the Project:	
Description of the Project: (The Tenderer has to include the Total Pumpsets load and number and type of Pumpsets here)	
Approx. value of the Contract (in Rupees):	
Duration of Project/ Contract (months):	
Name of Employer:	
Address and contact details (of Employer):	
Approx. value of the Projectcontributed by your firm under the contract (in Rupees):	
Start date (month&year):	
Completion date (month&year):	
Name of associated Bidder(s) if any:	
Description of actual workexecuted as part of the Project:	

Note:

1. *Please attach Purchase Order(s) and/ orcompletion/ experience certificates, as the case may be, for each project from the respective Client(s).*
2. *Without completion/ experience certificates and the contact details of the Employer, the experience shall not be counted.*
3. *The Bid is liable for rejection at any point of time, if the Authority finds any wilful misstatement (or) incorrect information has been provided by the Bidder.*

Form-A5: Self Declaration of No History of Contract Non-Performance

Contract Performance Record			
1. Contract non-performance did not occur during the *FIVE* years 2. Contract(s) not performed during the *FIVE* years			
Year	**Non performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, Rupee equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification*: [indicate complete contract name/ number, and any other identification]* Name of Client: *[insert full name]* Address of Client: *[insert street/city/country]* Reason(s) for non performance: *[indicate main reason(s)]*	*[insert amount]*

Pending Litigation (if any)			
(a) No pending litigation (b) Pending litigation			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, Rupee equivalent)
[insert year] ____	*[insert percentage]* _____	Contract Identification: *[indicate complete contract name, number, and any other identification]* Name of Client: *[insert full name]* Address of Client: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]*	*[insert amount]*
____	_____	Contract Identification: Name of Client: Address of Client: Matter in dispute:	

Note: In case of Consortium, this sheet is to be given separately for each Member Firm.

Form-A6: Proposed Approach &Methodology

Explain your understanding of the objectives of the Project, approach to the Project, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Each activity under the Energy Saving Measures that is proposed should be clearly defined and the desired energy saving potential that can be achieved shall be indicated. The ESMs proposed should be in line with the Scope of the Project and the Scope of Work.

<If required, additional pages shall be appended to this Form >

SECTION – 9: FINANCIAL PROPOSAL SUBMISSION FORMS
Form-F1: Financial Proposal

(*To be directly keyed-in the excel sheet provided in the e-Procurement Portal only*)

Instructions to Bidders for filling the Financial Proposal:

1. The Bidders to key-in the excel sheet provided in the e-Procurement Portal which shall be in the following format:

Bid Parameter	Financial Bid
Bidder's share in the Actual Energy Savings in percentage terms	Percentage: _____ (in figures)
	Percentage: _____ (in words)

2. The Bidder who quotes more than 70% (Seventy percent) as its share in the Actual Energy Savings, the Financial Bid of such Bidder shall be rejected and shall not be considered for further evaluation. Such Financial Bids shall be treated as invalid and shall not warrant any further consideration or clarification.

3. In case of any discrepancy in quoted share in the Actual Energy Savings (in percentage terms) between the figures and the words, higher of the quoted amount whether written in figures or words shall prevail.

SECTION – 10: SPECIAL REQUIREMENTS

The successful Bidder has to perform the installation and O&M of Energy Efficient pump set using the energy saving equipments as per the energy audit conducted by the Consultancy, in compliance with the following special requirements, which will form the basis of quantities superseding that of the Bidder Concessionaire Agreement

Clause 1: Guaranteed Energy Savings

The Guaranteed Energy Savings should be minimum **Twenty five percent (25%)** with reference to Baseline Specific Energy Consumption. Bidder is eligible for Incentive for any excess energy saving achieved above Guaranteed Energy Savings and any shortfall from the Guaranteed Energy Savings in a bi-monthly period shall attract penalty/ deduction in the payment to be made to the Bidder by the Authority for the corresponding period as stipulated in the KPIs specified under Clause 7.3 of the RFP document.

Clause 2: Forfeiting EMD

The EMD submitted along with the Tender, shall be forfeited on the following grounds:

a. If Bidder drops out from submitting the performance security or from signing the Concession Agreement after the receipt of theLetter of Award (LoA).
b. Bidder 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. Bidder fails to comply with any final decision reached as a result of Dispute Rederessal Committee pursuant to dispute resolution.
d. Bidder involved in the corrupt, coercive, collusive, obstructive and fraudulent activities.
e. Any willful misstatement or incorrect information provided by the Bidder.

Clause 3: Termination of Letter of Intent

Under the conditions defined in Clause 2 of this Section, the TENDER INVITING AUTHORITY shall issue the Letter of termination to the Bidder. In such event, the TENDER INVITING AUTHORITY shall award the work to next best Bidder, without any liability of whatsoever nature from the first Bidder.

Payment Security vide ESCROW Account:

1) TWAD Board shall maintain a minimum balance of an amount equivalent to 2 (two) bi-monthly billing period of the Shared Savings computed by assuming that the Actual Energy Savings achieved by the Concessionaire is equal to the Guaranteed Energy Savings for the corresponding year at any point of time after COD in the Escrow Account (EA) during the Concession Period.

2) Any shortfall in this balance after making/ releasing payment to the Concessionaire shall be credited within 30 working days. The shortfall shall be offset by making payments to the Escrow Account by the Authority within such period and any such shortfall extending beyond 30 working days shall attract penalty of 0.1% of the Performance Security per week upto 10% of the Performance Security or shall be counted as Event of Default by the Authority.

APPENDICES

Appendix–I: Letter comprising the Bid

(Refer Clauses 2.1.4 and 2.14)

Dated: 00/00/0000

To,

The Chief Engineer,
TWAD Board,
Madurai.

Sub: Bid for the project of "Implementation of Energy Saving Measures by Supply, Installation, Commissioning of 91Energy Efficient Pumpsets, Capacitor Bank, Harmonics Filter and Operation & Maintenance of 10 Water Supply Schemes of Madurai and Thanjavur regions (Package 2) on BIDDER Shared Saving Model under PPP mode (Implementation Period: 8 months and Operation & Maintenance Period-10 Years) --- Regarding.

Dear Sir,

With reference to your RFP document dated …….., I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Tender Inviting Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as Concessionaire faor the Implementation of Energy Saving Measures by Supply, Installation, Commissioning of 91Energy Efficient Pumpsets in Water Supply Schemes of Madurai and Thanjavur regions" of the aforesaid Project.

4. I/ We shall make available to the Tender Inviting Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

5. I/ We acknowledge the right of the Tender Inviting Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last three years, we/ any of the Consortium Members[1]£ or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Tender Inviting Authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public Authority nor have had any contract terminated by any public Authority for breach on our part.

7. I/ We declare that:

   (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Tender Inviting Authority; and

   (b) I/ We do not have any conflict of interest in accordance with Clauses 2.4.1 and 2.4.2 of the RFP document; and

   (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the Tender Inviting Authority or any other public sector enterprise or any government, Central or State; and

   (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

   (e) the undertakings given by us along with the Bid/ Proposal in response to the RFP for the Project were true and correct as on the date of making the Bid/ Proposal and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.18 of the RFP document.

9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFQ document.

[1]£ If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.

10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Tender Inviting Authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory Tender Inviting Authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.[2]£

14. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Appendix-V thereof.

15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Tender Inviting Authority of the same immediately.

16. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ, I/We shall inform the Tender Inviting Authority forthwith along with all relevant particulars and the Tender Inviting Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be.

I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement

[2]£ In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule ……. hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Bid/ Proposal. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

shall be liable to be terminated without the Tender Inviting Authority being liable to us in any manner whatsoever.

17. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall incorporate as such prior to execution of the Concession Agreement.

18. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Tender Inviting Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

20. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

21. I/ We have studied all the Bidding Documents carefully and also energy audit report and the feasibility of Implementation of Energy Saving Measures by Supply, Installation, Commissioning of 91Energy Efficient Pumpsets in Water Supply Schemes of Madurai and Thanjavur regions. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Tender Inviting Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

22. I/ We offer a Bid Security of Rs.27Lakh(Rupees Twenty-SevenLakhs Only)throughonlineto the Tender Inviting Authority in accordance with the RFP Document.

23. The documents accompanying the Bid, as specified in Clause 2.14.2 of the RFP, have been submitted in the e-procurement portalhttps://tntenders.gov.in

24. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.

25. The Premium has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.

26. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

27. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.

28. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

29. I/ We hereby submit the following Bid in the prescribed financial offer formats I, II, and III for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder/Lead Member

Appendix–II: Power of Attorney for signing of Bid

(Refer Clause 2.1.1.(v))

Know all men by these presents, We, …… (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of …… and presently residing at ……..., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ……..., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the …… Project proposed or being developed by the …… (the "Tender Inviting Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Tender Inviting Authority, representing us in all matters before the Tender Inviting Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Tender Inviting Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Tender Inviting Authority.

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

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

For……..

(Signature, name,
designation and address)

Witnesses:

1.

2.

Accepted Notarised

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

Notes:

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

Appendix-III: Joint Bidding Agreement

(Only applicable in the case of Consortium)

(To be executed by and between the Consortium Members, as applicable on Non- Judicial Stamp Paper of Rs.100 and duly notarized.)

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of …… 2025 (the "Agreement") AMONGST

1. [●], a company incorporated under the (Indian) Companies Act, 1956/2013 and having its registered office at …… (hereinafter referred to as the "First Party" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND

2. [●], a company incorporated under the (Indian) Companies Act, 1956/2013 and having its registered office at …… (hereinafter referred to as the "Second Party" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. [●], a company incorporated under the (Indian) Companies Act, 1956/2013 and having its registered office at …… (hereinafter referred to as the "Third Party" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRSTPART, SECONDPART and THIRD PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

A. The TamilNadu Water Supply and Drainage Board hereinafter referred to as the "TWAD") has invited bids/ proposals by its Request for Proposal No. _____ dated _____ (the "RFP") for _____ _____ (the "Project");

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

C. It is a necessary condition under the RFP that the members of the Consortium shall enter into a joint bidding agreement and furnish a copy thereof with the Bid Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

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

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the successful bidder pursuant to the Bid Stage and awarded the Project, it shall submit the JV/Consotiumagreementbeforeentering into a Concession Agreement with TWAD as required by and in accordance with the RFP for performing all its obligations as the concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below.

(a) The First Party shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement.

(b) The Second Part and Third Part shall respectively perform the following obligations in relation to the implementation of the Project:

(i)……

(ii)……

5. Joint and Several Liabilities

The Parties do hereby undertake to be individually, jointly and severally responsible for all obligations and liabilities relating to the Project in accordance with the terms of the RFP, the Concession Agreement and for the performance of the concessionaire's obligations under the Concession Agreement.

(a) The Parties agree that the percentage of shareholding among the Parties in the JV shall be as follows:

First Party:[●]
Second Party:
[●] Third
Party:[●]

(b) Subject to the terms of the Concession Agreement, the Parties undertake that, except with the prior written consent of TWAD, they shall not permit and ensure that the Concessionaireshall not permit a change in the above state shareholding pattern of the JV/Consortiumso that the Parties are in compliance with the following restrictions:

Entity	**Share Holding In the Joint Venture Prior To Signing of Concession Agreement**	**Till COD**	**After COD till the end of Concession Period**
Consortium	100% by the Member Firms of the Consortium	No Change in Shareholding Permitted	Consortium To Collective Hold 100% in the JV.
Lead Member	At Least 51% to be held by the lead member of the consortium	No Change in Shareholding Permitted	At Least 51% to be held by the lead member of the consortium
Other Member Firms	**At Least 26%** to be held by the member firm whose credentials have been evaluated for its qualification against the technical qualification criteria specified under (i)(b) Or (ii) (b)	No Change in Shareholding Permitted	**At Least 26%** to be held by the member firm whose credentials have been evaluated for its qualification against the technical qualification criteria specified under (i)(b) Or (ii) (b)

(c) The Parties undertake that they shall comply with all sharelock-in requirements set forth herein or the Concession Agreement.

(d) The parties undertake that all members of the Consortium shall be liable jointly and severally for all obligations of the concessionaire in relation to the Project until the completion of works and the First Party will in any case remain liable until the completion of the O&M Period.

6. Representation of the Parties

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

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

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

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

(iii) violate the memorandum of association and articles of association, by-laws or other applicable organisational documents thereof;

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

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

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

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

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect till the full and final satisfaction of all obligations under the Concession Agreement in accordance with the terms thereof, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre- qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified in the Qualification Stage or is unsuccessful in the Bid Stage whereupon the bid security is returned by TWAD, as the case may be.

8. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of TWAD

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

For and on behalf of the FIRST PARTY by:

(Signature)

(Name)
Designation)
(Address)

For and on behalf of SECOND PARTY (Signature)

(Name)
(Designation)
(Address)

For and on behalf of THIRD
PARTY (Signature)

(Name)
(Designation)
(Address)

In the presence of:

1.

2.

Notes:

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

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Member of Consortium.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized and notarized in the jurisdiction where the Power of Attorney has been executed.

Appendix-IV: Format of Power of Attorney for Lead Member of Consortium

(To be executed on Non-Judicial Stamp Paper of Rs.100 and duly notarized)

KNOW ALL MEN by these presents that we, _[name of the company], company incorporated under the Companies Act 1956, having its Registered Office at …. [address of the company] (hereinafter referred to as "Other Member 1") and _____ [name of the company], a company incorporated under the Companies Act 1956[9], having its Registered Office at …. [address of the company] (hereinafter referred to as "Other Member 2"):

WHEREAS M/s , M/s and M/s_____(insert name and registered office address of all the members) are forming a Consortium to submit their bid/ proposal in response to the Request for Proposal ("RFP") for Implementation of -------- ---------- (the "Project") and is desirous of appointing an attorney for the purpose thereof.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS, that M/s _____ [name of the Other Member 1] and M/s_____[name of the Other Member 2] do hereby nominate, constitute and appoint M/s _____[name the Lead Member company] as its/their true and lawful Attorney to do and execute all or any of the following acts, deeds and things for the Consortium in its/their name and on its/their behalf, that is to say:
To act as the Lead Member of the Consortium for the purposes of the Project;

In such capacity, to act as the Consortium's official representative for submitting the Bid/ Proposal for the Project and other relevant documents in connection therewith;

To sign all papers for all proposals, offers, Project documents, necessary documents, papers, applications, representations and correspondence necessary and proper for the purpose aforesaid;
To procure tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;

To sign and execute contracts relating to the Project, including variation and modification thereto;

To represent the Consortium at meetings, discussions, negotiations and presentations with TWAD, Government Authorities, Competent Authorities and other Project related entities;

To receive notices, instructions and information for and on behalf of the Consortium;
To do all such acts, deeds and things in the name and on behalf of the Consortium as necessary for the purpose aforesaid.

AND the Consortium hereby covenants with the said Attorney to ratify and confirm all and whatever the attorney may lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF the Consortium member(s) puts its/their hand and seal to this Power of Attorney on this [day, month & year].

The common seal of (name of the other member 1) was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors and held on ---------- day of , 2025 in the presence of (name & designation of the person) and countersigned by (name & designation of the person) of the Company of (name of the company	…….. (name and designation of the person) …… (name and designation of the person)
The seal of the other member 2(name of the other member 2) was hereunto affixed pursuant to a resolution passed at the meeting of Committee of Directors and held on day of -- ---------, 2025 in the presence of (name & designation of the person) and countersigned by (name & designation of the person) of the Company of (name of the company	…….. name and designation of the person) …… name and designation of the person)

Appendix–V: Format for e-Bank Guarantee for Bid Security

(Refer Clause 2.22)

(To be executed on Stamp paper of appropriate value)

B.G. No. Dated:

1. In consideration of you, the Tamil Nadu Water Supply and Drainage Board, having its office at [■], Tamil Nadu (hereinafter referred to as the "**Authority**", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of [*Name of the Bidder*]{a Company registered under the provisions of the Companies Act/ a Partnership Firm/ LLP registered under the Limited Liability Partnership Act, 2008} and having its registered office at _____ (hereinafter referred to as the "**Bidder**" which expression shall unless it be repugnant to the subject or context thereof include its/their administrators, legal heirs, successors and permitted assigns), for "Implementationof Energy Saving Measures by supply, installation and commissioning of 91nos. of energy efficient pumpsets, 37nos. of Capacitor Banks, 19nos. of Harmonics Filters, 10 no. of Transformer and Operation & Maintenance of 42Pumping Stations across 10 Water Supply Schemes in Madurai and Thanjavur regionson Shared Saving Model under Public Private Partnership (PPP) mode" (hereinafter referred to as the "**Project**") pursuant to the RFP dated _____ issued in respect of the Project and other related documents (hereinafter collectively referred to as "**Bidding Documents**"), we [Name of the Bank] having our registered office at _____and one of its branches at (hereinafter referred to as the "**Bank**"), at the request of the Bidder, do hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **INR 27,00,000/- (Rupees Twenty-SevenLakhs only)** as bid security (hereinafter referred to as the "**Bid Security**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by

reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including *inter alia* the failure of the Bidder to:

(a) keep its Bid valid and open during the Bid validity period, as set forth in the said Bidding Documents, for any reason whatsoever.

(b) sign the Letter of Award and/or the Concession Agreement, within the specified time limit;

(c) furnish the Performance Security within the period prescribed thereof in the Agreement;

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **INR 27,00,000/- (Rupees Twenty-Seven Lakhs only)**.

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 90 (ninety) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents. The decision of the Authority, that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the

liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

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

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

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

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

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

12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to **INR27,00,000/- (Rupees Twenty-Seven Lakhs Only)**. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [*** (indicate date falling 180 days after the Bid Due Date including the claim period of 90 days)].

Signed and Delivered by ____Bank

By the hand of Mr./Ms. _____, its ___and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)