

MAHARASHTRA JEEVEN PRADHIKARAN



Works Division No. 2, Barshi Road, Latur

REQUEST FOR PROPOSAL (RFP) (Part I)

Name of the Project

Management contract for operation, maintenance and repairs of Latur Water Supply Scheme including metering, billing and collection of water charges from the consumers, with water supply scheme from Dhanegaon dam, Nagzari weir, Sai weir with all pumping stations, electrical installations, WTPs, water reservoirs, connecting pipelines and distribution system including cost of all materials, energy and labour

MAHARASHTRA JEEVAN PRADHIKARAN
MAHARASHTRA JEEVAN PRADHIKARAN WORKS DIVISION NO. 2, LATUR.

TENDER NOTICE NO. 5 FOR 2005-2006

Sealed tenders on Management Contract form are invited by the Executive Engineer Maharashtra Jeevan Pradhikarna Works Division No. 2, Latur. (Barshi Road, Water Tank Latur Phone No. 02382-223030) for the following work from the experienced, pre qualified and registered contractors for civil works.

Sr. No.	Name of works	Estimated Expenditure for five years	Earnest money Rs.	Management contract period	Registration class of contractor	Cost of Blank tender form
1	2	3	4	5	6	7
1	Management Contract for operation, maintenance and repairs of Latur Water Supply Scheme including billing and collection of water charges from the consumers, with water supply scheme from Dhanegaon dam, Nagzari weir, Sai weir including all pumping stations, electrical installations. WTP's, water reservoirs, connecting pipelines and distribution system including cost of all materials, energy and labour.	Rs. 5123.25 Lakh	Rs. 25,63,000/-	5 Years	Class-I – A & above	Rs. 5,000/-

Note :-

- 1) The Chief Engineer, Maharashtra Jeevan Pradhikarn Aurangabad Region, Aurangabad is the pre qualification authority. Contractor should submit his application along with documents specified in detailed tender notice for pre qualification to Chief Engineer, with all required documents duly attested on or before Dt. 29/4/2006,during working hours.
- 2) Blank Tender forms will be issued during 7/4/2006 to 20/5/2006 (up to 16.00 Hrs.) from the office of the Executive Engineer, Maharashtra Jeevan Pradhikaran Works Division No. 2, Latur on cash payment of tender form cost and submission of pre qualification certificate, Blank tender form will not be sent by post.
- 3) Pre tender conference will be held on 12/5/2006 on at 15.00 hrs. in the office of the Member Secretary, Maharashtra Jeevan Pradhikaran, Mumbai.
- 4) Last date and time of submission of tender form is 27/5/2006 up to 13.00 Hrs. sealed tenders will be received in the office of
 - i) The Member Secretary, Maharashtra Jeevan Pradhikaran, 4th Floor, express towers, Nariman Point, Mumbai-21.
 - ii) The Chief Engineer, Maharashtra Jeevan Pradhikaran, Pune Region, Pune.
 - iii) The Superintending Engineer, Maharashtra Jeevan Pradhikaran Circle, Latur.
- 5) Tender will be opened in presence of the intending contractor or their representative on 2/6/2006 at 15.00 Hrs. if possible, in the office of the Chief Engineer, Maharashtra Jeevan Pradhikaran Aurangabad.
- 6) Detailed Tender Notice is displayed on the office Notice Board copy of the detailed tender notice can be obtained free of cost from this office on request.
- 7) Right to reject any or all tenders without assigning any reason there of is reserved by the competent authority.
- 8) Earnest Money should be in the shape of term deposit receipt of the minimum one year period from the date prescribed for opening of the tender in the name of Executive Engineer, Maharashtra Jeevan Pradhikaran Works Division No. 2, Latur.

**Executive Engineer
Maharashtra Jeevan Pradhikaran Works
Division No. 2, Latur.**

REQUEST FOR PROPOSAL

Maharashtra Jeevan Pradhikaran (MJP)

Selection of a contractor for Latur Water Supply Management Contract

Tender Notice No. 5 for 2005 - 2006

Request for Proposal - Document No. _____ :

Issued to:

Details of Tender:

To enter into a Management contract for operation, maintenance and repairs of Latur Water Supply Scheme including metering, billing and collection of water charges from the consumers, with water supply scheme from Dhanegaon dam, Nagzari weir, Sai weir with all pumping stations, electrical installations, WTPs, water reservoirs, connecting pipelines and distribution system including cost of all materials, energy and labour.

Notes:

1. This RFP Document consists of:

Part 1: Request for Proposal

Part 2: Principles of Management Contract

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1 ACKNOWLEDGEMENT

To be returned to the following address on receipt of this Document:

Executive Engineer,
Maharashtra Jeevan Pradhikaran
Works Division No. 2
Barshi Road, Latur
Maharashtra State, India
Tel - 02382 223030

Details of the bidder:

<i>Name of the person</i>	
<i>Designation</i>	
<i>Name of the organisation</i>	
<i>Address</i>	
<i>Telephone no</i>	
<i>Fax no.</i>	
<i>Email</i>	
<i>Signature</i>	
<i>Date of Receipt</i>	

2 DISCLAIMER

1. Though adequate care has been taken in the preparation of this *Request for Proposal* Document, the Bidder should satisfy himself that the Document is complete in all respects. Intimation of discrepancies, if any, should be given to the below mentioned office immediately. If no intimation is received by this office, it shall be deemed that the Bidder is satisfied that the *Request for Proposal* Document is complete in all respects.

Executive Engineer,
Maharashtra Jeevan Pradhikaran
Works Division No. 2
Barshi Road, Latur
Maharashtra State, India
Tel - 02382 223030

2. Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither MJP, nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP and it is not possible for MJP to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. Certain prospective Bidders may have a better knowledge of the Project than others. Each prospective Bidder should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources.
3. Neither MJP nor their employees or consultants will have any liability to any prospective Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the information and any other information supplied by or on behalf of MJP or their employees, any consultants or otherwise arising in any way from the selection process for the Project.
4. MJP reserves the right to reject any or all of the Bids submitted in response to this *Request for Proposal* at any stage without assigning any reasons whatsoever
5. MJP reserves the right to change any or all of the provisions of this *Request for Proposal*. Such changes would be intimated to all parties procuring this *Request for Proposal*.

3 DEFINITIONS

Bidder

Bidding Company or Bidding Consortium prequalified to bid for the project.

Bidding Company

If the bid for the Project is made by a single corporate entity, it shall be referred to as Bidding Company.

Bidding Consortium

If the bid for the Project is made by more than one corporate entity, then this group of corporate entities shall be referred to as a Bidding Consortium.

Financial Proposal

The financial proposal to be submitted by a Pre-Qualified Bidder as described in Section 18.

Lead Consortium Member (LCM)

In case of a Bidding Consortium, the Lead Consortium Member shall be the Consortium Member that is in-charge of the Project. The Lead Consortium Member shall necessarily make the maximum equity contribution in the Consortium, and this equity contribution shall not be less than 51%. The LCM shall be the authorised representative of the Bidding Consortium and shall be liable to MJP for all the obligations of the Bidder.

The MOU entered into between the Consortium Members and submitted by the Bidding Consortium at the time of prequalification has indicated the name of the LCM and the Prequalification of the Bidding Consortium is based on the identified LCM.

Consortium Member

Each corporate entity in the Bidding Consortium with a minimum equity stake of 10% in the consortium shall be referred to as a Consortium Member.

The MOU entered into between the Consortium Members and submitted by the Bidding Consortium at the time of prequalification has indicated the names of the consortium members and the Prequalification of the Bidding Consortium is based on the identified consortium members.

Management contract

The agreement to be entered into between MJP and the Successful Bidder based inter alia on the terms of this RFP, the terms set out in the Request for Proposal Document and the proposal submitted in response to the RFP by the Successful Bidder.

MoU

The memorandum of understanding submitted by the Bidding Consortium at the time of prequalification of the consortium.

Pre-Qualified Bidders

The Bidder prequalified by MJP for submission of bids for the Project subsequent to the MJPs Tender no. 5 of 2005 – 2006.

Project

Management contract for operation, maintenance and repairs of Latur Water Supply Scheme including metering, billing and collection of water charges from the consumers, with water supply scheme from Dhanegaon dam, Nagzari weir, Sai weir with all pumping stations, electrical installations, WTPs, water reservoirs, connecting pipelines and distribution system including cost of all materials, energy and labour.

Request for Proposal

This document being issued to the prequalified bidders.

Request for Qualification

The documents issued by MJP vide its Tender notice No. 5 of 2005 – 2006 inviting applications from interested bidders for prequalification for the Project.

Rupees

The official currency of the Republic of India

Significant Consortium Member (SCM)

In case of a Bidding Consortium, the Significant Consortium Member shall be the Consortium Member whose technical qualification was evaluated for Prequalification of the Bidding Consortium. The Significant Consortium Member shall necessarily make atleast 26% equity contribution in the Consortium

The MOU entered into between the Consortium Members and submitted by the Bidding Consortium has indicated the name of the SCM and the Prequalification of the Bidding Consortium is based on the identified SCM.

Subsidiary

For a Bidding Company or a Significant Consortium Member, only those entities would be “Subsidiary(ies)” in which the Bidding Company / Significant Consortium Member:

- Hold(s) not less than 26% of the voting securities, either directly or indirectly, in case the relevant entity is a company. Holding an indirect stake in a company implies a stake held in the company through a chain of other companies, in which event, the percentage holding would be considered on proportionate terms,

Successful Bidder

The Bidder who is highest bidder according to the evaluation criteria specified in the RFP documents and who will be selected for the project.

Water Metering and Connections Regularization Plan

The plan to regularise illegal water connections in the Project Area and install water meters, inter alia containing strategy for providing amnesty for regularising illegal water connections and installing meters within a period of 3 (three) months from its notification; strategy for penalising non compliant illegal water connections beyond the amnesty period; strategy for installing meters for existing LMC consumers; strategy for penalising non compliant consumers of LMC; strategy for implementing the plan by MJP and Contractor; any other strategy mutually agreed by the Contractor and MJP for increasing coverage of metered connections in the Project Area.

Water Supply and Distribution Assets

Means all physical and other assets relating to and forming a part of the Latur Water Supply and Distribution Scheme comprising of water supply scheme from Dhanegaon dam, Nagzari weir, Sai weir with all pumping stations, electrical installations, WTPs, water reservoirs, connecting pipelines and distribution system.

4 INTRODUCTION & BACKGROUND

4.1 ABOUT MJP

Maharashtra Water Supply and Sewerage Board was constituted on 1st January, 1976 under the Maharashtra Water Supply and Sewerage Board Act, 1976 for rapid development and proper regulation of Water Supply and Sewerage service in the State of Maharashtra. This Board was renamed as Maharashtra Jeevan Pradhikaran in March 1997.

MJP's primary objective is to promote potable Water Supply and sanitation facilities in Maharashtra state. The following are some of key activities:

- Planning, investigation, design, executing and maintaining Water Supply and Sewerage/Sullage Schemes for urban and rural areas of Maharashtra.
- Planning, Investigation, Designing, Execution of all the Municipal Water Supply and Sewerage Schemes.
- Planning, Designing and Execution of Rural piped Water Supply Schemes sponsored by the Government of India and Government of Maharashtra.
- Execution of Water Supply and Sewerage Schemes on behalf of the Government of India for departments like Defence and State Government Departments.
- Maintenance of Water Supply and Sewerage Schemes owned by the Pradhikaran.
- Giving technical advice to Municipal Councils for works carried out by them.
- Procurement and servicing of L.I.C., HUDCO and other loans for Urban and Rural Water Supply and Sewerage Schemes.
- Low Cost Sanitation Schemes on behalf of State Government and Municipal Councils, Procurement and Servicing of Government Loans, Open Market Borrowing etc. for Urban Water Supply and Sewerage Schemes

4.2 PROJECT BACKGROUND

The water supply of Latur city is managed by Latur Municipal Council (LMC). The water supply system till May 2005 consisted of two KT Weirs on Manjra river, two water treatment plants at Warwanti and Arvi and a distribution system of around 350 kms. In order to address the acute water shortage problem in the city MJP had implemented the Stage V water supply scheme for the city. The scheme comprising of bulk water transmission of 65 kms from Dhanegaon Dam costing Rs. 129.46 crores was commissioned in May 2005. Post this scheme MJP has increased the length of the water distribution system in the city by 126 kms.

The LMC after taking over the Stage V water supply scheme was not able to operate and maintain it in an optimal manner and hence vide its resolution no. 1 dated 12/11/2005 decided to handover the water supply system to MJP for operating and maintaining it. The MJP vide its board resolution no. 4 dated 25/1/2006 decided to take over the said water supply system from LMC and operate and maintain it through a private sector contractor. Thereafter MJP entered into an agreement with LMC on 22/2/2006 for taking over the entire water supply system of Latur city. Under this agreement MJP has been provided with the authority for supplying water to the citizens as well as operate and maintain the system for a period of 30 years. MJP has also been provided the right to charge water tariffs as necessary for operating the system in an optimum manner and collect the said revenues from the users.

MJP invited tenders for the Latur Water Supply Management Contract vide its tender notice number 5 of 2005 – 2006.

This RFP document is an invitation to prequalified bidders to enter into an Management Contract for operation, maintenance and repairs of Latur Water Supply Scheme including metering, billing and collection of water charges from the consumers, with water supply scheme from Dhanegaon dam, Nagzari weir, Sai weir with all pumping stations, electrical installations, WTPs, water reservoirs, connecting pipelines and distribution system including cost of all materials, energy and labour.

4.3 BRIEF SCOPE OF WORK

The brief scope of work for the contract is as under. The detailed scope of work is presented in Part 2 of the RFP documents.

1. Taking over the operation, maintenance and repairs of Latur Water Supply Scheme comprising of water supply scheme from Dhanegaon dam, Nagzari weir, Sai weir with all pumping stations, electrical installations, WTPs, water reservoirs, connecting pipelines and distribution system.
2. Deployment of operations and maintenance staff including some key employees under deputation from MJP and Latur Municipal Council.
3. Maintenance of a minimum average water supply level of 100 LPCD with due pressure and required quality.
4. Increasing coverage of piped water supply and achieving 100% metering. In that context provide and install EEC marked water meters and recover its expenditure from consumers.
5. Provide labour for increasing minimum network expansion of 1 km every year.
6. Manage requests for new connections including receiving applications, connection fees etc.
7. Manage the regularisation of illegal connections and impose penalties as specified by MJP.
8. Implement a billing and collection system for the city.
9. Recover the cost of supply of water from the consumers as per the tariff rates fixed in the RFP.
10. Developing and maintaining a complaint redressal mechanism.
11. Collecting water supply system related data and performance reporting to MJP.

4.4 PROJECT IMPLEMENTATION

MJP proposes to enter into a Management Contract with the Successful Bidder for operation, maintenance and repairs of Latur Water Supply Scheme including metering, billing and collection of water charges from the consumers, with water supply scheme from Dhanegaon dam, Nagzari weir, Sai weir with all pumping stations, electrical installations, WTPs, water reservoirs, connecting pipelines and distribution system including cost of all materials, energy and labour.

Under the Management Contract, the Contractor shall pay to MJP a fixed monthly sum in lieu of the right granted to it during the term of agreement. Towards this end MJP invites Bids from prequalified parties in the Project as per the terms and conditions of this RFP documents. The sole bidding and award criteria would be the highest evaluated Payment quoted by the Bidder to undertake the Management Contract.

The MJP shall provide the services of 70 qualified staff members to the Contractor who will be under the direction and control of the contractor during the term of the agreement. The Contractor shall pay these staff members a fixed amount totalling to Rs. 24.54 lakhs per year. In addition the Contractor would need to appoint his own staff members for operations and maintenance of the Water supply and Distribution Assets. The minimum number of staff members to be appointed by the Contractor shall be 30. The Management Contract provides for escalation in the Cost of Power to the Contractor for Operating and Maintaining the Water Supply and Distribution Assets.

The Bidder is expected to make his own assessment of income from the Consumers; assess the cost of operating, maintaining and repairs to the Water Supply and Distribution Assets for the term of agreement and commit (quote) a monthly Payment to MJP for the term of agreement. The term of the agreement will be for five years with an option to extend it once by a maximum period of 1 year.

4.5 MANAGEMENT CONTRACT STRUCTURE

Latur city is estimated to have over 45,000 consumers. The existing level of regularised water connections is about 26,000. The number of metered water supply consumers is very low and the meters are not functioning optimally. Hence in order to provide a better platform for the Contractor to perform under this Management Contract, MJP has designed the Management Contract as under.

Milestone	Time period	Key Objectives to be achieved	Responsibility
Signing of Management Contract	Zero date	Enter into an agreement	MJP and Contractor
Conditions Precedent	1 st Month	Obtaining necessary approvals	MJP
		Inventory assessment of Water Supply and Distribution Assets	MJP and Contractor
		Taking over of Water Supply and Distribution Assets from LMC	MJP and Contractor
		Providing operations and maintenance staff and labour for operating and maintaining the Water Supply Scheme	Contractor
		Supervision of Operations	MJP
		Notification of Water Metering and Connections Regularisation Plan	MJP and Contractor

Milestone	Time period	Key Objectives to be achieved	Responsibility
Conditions Precedent	From 2 nd Month to the 6 th Month	Implementing Water Metering and Connections Regularisation Plan	MJP and Contractor
		Supervision of operations	MJP
		Providing operations and maintenance staff and labour for operating and maintaining the Water Supply Scheme	Contractor
		Providing staff and labour for identifying and converting unmetered water supply connections to metered connections	Contractor
		Installing meters at Consumers premises	Contractor
		Achieving 25,000 metered connections	MJP and Contractor
Management Contract	7 th Month onwards. This will be the commencement date of the Management Contract period	All rights and obligations in full force	MJP and Contractor

Condition precedent period

During the first 6 months the Income from water supply operations shall be collected by the Contractor by deploying his staff and labour and shall be deposited in a designated bank account of MJP. MJP shall retain this income and only bear expenses towards the cost of power and raw water cost and make payments as per bills issued by Maharashtra State Electricity Distribution Company Limited (MSEDCL) and Water Resources Department. All other expenses of operating and maintaining the Latur Water Supply Scheme during the said period shall be borne by the Contractor.

The said period of 6 months can be extended by an additional period of 3 months if MJP and Contractor are not able to achieve 25,000 metered connections in the Project Area. In the event after extension by 3 months both MJP and Contractor are still not able to achieve the desired level of 25,000 metered connections and the Contractor has not waived fully or partially such condition then MJP shall terminate the Contract. The said termination shall be deemed to be terminated by mutual agreement of MJP and Contractor.

In event of such termination Contractor shall be entitled to a fixed payment of Rs. 15 Lakhs. In

addition MJP shall pay the Contractor in 48 equal monthly instalments an amount equivalent to 75% of the cost of providing and installing water meters in the Project Area less the payment against installed water meters recovered from the consumers.

Commencement of Contract

All rights and obligations of MJP and Contractor shall commence after completion of 6 months from date of signing the agreement. In event of extension by an additional period of 3 months in accordance with the clause above, then the commencement of contract will be after completion of 9 months from the date of signing the agreement.

5 DESCRIPTION OF THE SELECTION PROCESS

5.1 SELECTION PROCESS

As part of the selection process for selecting the Successful Bidder to undertake the proposed Project, MJP has already undertaken the Prequalification of Bidders. This RFP document has been provided to prequalified bidders only.

MJP would carryout the selection of successful bidders through the following bidding process. The current Proposal is to be submitted in two covers, viz.:

Cover 1: Techno Business Proposal

Cover 2: Financial Proposal

The evaluation of the Proposals would be carried out in two stages. The first stage would involve a test for responsiveness and evaluation of the Techno-Business proposal. Those proposals satisfying the technical evaluation criteria would be evaluated for the next stage and their Financial Proposal (Part 2) would be opened for selecting the Successful Bidder.

All Bidders are required to submit a Proposal in accordance with the guidelines set forth in this RFP. Bidders not submitting the bids in accordance with the guidelines set forth in this RFP will be liable for rejection.

The responsive Proposals would undergo a financial evaluation. On the basis of this evaluation process, MJP will issue a Letter of Intent (LOI) to the Successful Bidder.

Following the issue of the Letter of Intent, the Successful Bidder will be required to form a Special Purpose Vehicle (in case of the Successful Bidder is in a consortium) which would be the Contractor. The Management Contract will be executed between the Contractor and MJP. In case the Successful Bidder is a Consortium, the equity holding of the Consortium members in the Contractor would be as per the requirements of the RFQ.

The principal contract between the MJP and the successful bidder will be the Management Contract. A draft Management Contract has been provided with this document. Bidders may note that the terms used in this RFP and not defined herein will have the meaning ascribed thereto in the Management Contract.

Bidders may note that MJP reserves the right to terminate and or modify the entire selection process without any obligation to any of the Bidders.

5.2 SITE VISIT

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit to examine the site of Project and its surroundings and obtain all information that may be necessary for preparing the Proposal. The costs of visiting the site will be borne by the Bidder. MJP will not be liable for such

costs, regardless of the outcome of the Bidding process. The bidders will be deemed to have full knowledge of the site, whether physically inspected or not.

MJP prior to the prebid meeting proposes to hold a common site visit for all bidders on the date specified in the Schedule of Bidding Process placed in section 5.9. The common site visit shall be organised from the following location:

Office of the Executive Engineer,
Maharashtra Jeevan Pradhikaran
Works Division No. 2
Barshi Road, Latur
Maharashtra State, India
Tel - 02382 223030

5.3 PREBID MEETING

MJP proposes to hold a Pre-Bid Meeting on the date specified in the Schedule of Bidding Process placed in section 5.9 at 12:00 hrs to discuss the issues related to the Project with all the Bidders. MJP on its discretion may also hold further discussions with the Bidders to finalise the technical/ financial parameters and other related issues for the Project, before submission of the Proposals, which would be common for all the Bidders. The prebid meeting shall be held at the following location:

Office of the Chief Engineer
Maharashtra Jeevan Pradhikaran
Near STP Compound, Konkan Region,
Kanhaiya Nagar, Thane (East)
Tel: 022 2532 0203/ 2532 6020/ 2532 0860

Prior to the Pre-Bid Meeting, the Bidders may submit a list of queries and propose deviations, if any, to the Project requirements to MJP upto the date of the prebid meeting. MJP may amend the RFP based on inputs, provided by prospective Bidders that may be considered acceptable in its sole discretion.

MJP, at its discretion, may respond to inquiries submitted by the conference attendees after the date of the Pre-Bid Meeting. Such a response will be sent in writing to all the Bidders who have returned the Acknowledgement of RFP and will qualify as an "Addendum".

Bidders may note that MJP will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents. Any conditional Proposal will be regarded as non-responsive and would be liable for rejection.

Attendance of Bidders at the Pre-Bid Meeting is not mandatory. All correspondence/ enquiries should be submitted to the following in writing by fax/ post/ courier:

Office of the Executive Engineer,
Maharashtra Jeevan Pradhikaran
Works Division No. 2
Barshi Road, Latur
Maharashtra State, India
Tel - 02382 223030, Fax - 02382 - 220974

5.4 MINIMUM EQUITY REQUIREMENT

In event of the Successful Bidder is a consortium it will be required to incorporate a Special Purpose Vehicle (SPV), which will not undertake any other business during the Contract Period, for the planning and implementation of the Project.

- a). The Lead Consortium Member would commit to hold a minimum equity stake equal to 51% of the aggregate shareholding of the Consortium in the SPV at all times during the term of the agreement.
- b). The Significant Consortium Member will hold a minimum stake equal as specified in the RFQ documents.

Any dilution in the equity holding of the SPV will be as per the provisions of the Management Contract.

5.5 CHANGE IN COMPOSITION OF THE BIDDER

No change in the membership or the composition of the Consortium of the prequalified bidders is allowed.

5.6 PROPOSAL PREPARATION COST

The Bidder shall be responsible for all costs associated with the preparation of its Proposal and its participation in the bidding process. MJP shall not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

5.7 CLARIFICATIONS

A prospective Bidder requiring any clarification on the RFP may notify the MJP in writing or facsimile. Bidders should send in their queries latest by the Last Date for Receiving Queries as given in the schedule of Bidding Process.

Copies of the response given by MJP will be forwarded to all purchasers of the RFP, including a description of the enquiry. Alternatively, MJP may reserve the right to address all queries during the pre-bid conference and issue clarifications to all Bidders thereafter.

5.8 AMENDMENT OF RFP

MJP may modify the RFP by issuing Common Set of Deviations before Proposal Due Date.

Any Common Set of Deviations thus issued will be part of the RFP and will be communicated in writing to all the Bidders. Bidders will acknowledge receipt of each Common Set of Deviations in writing to MJP. MJP will assume no responsibility for postal delays.

To give prospective Bidders reasonable time in which to take Common Set of Deviations into account

in preparing their bids, MJP may, at its sole discretion, extend the Proposal Due Date.

5.9 SCHEDULE FOR THE BIDDING PROCESS

<i>Milestones</i>	<i>Time and Dates</i>
Issue of Request for Proposal to Bidders	15 - 12 - 2006
Common Site visit	27 - 12 - 2006 and 28 - 12 - 2006
Pre-bid meeting	3 - 1 - 2007 at 12:00 hrs
Date of issue of Common set of Deviations	9 - 1 - 2007
Date of bid submission	Upto 15:00 hrs of 19 - 1 - 2007
Date of bid opening	22 - 1 - 2007 at 16:00 hrs

Since time is of essence, Bidders are expected to respond expeditiously to clarifications, if any, requested during the evaluation process. MJP shall adhere to the above schedule to the extent possible. MJP, however, reserves the right to modify the same. Intimation to this effect shall be given to all the Bidders.

6 EVALUATION PROCESS

6.1 PROPOSAL OPENING DATE

MJP would open the Cover I of Proposal at 16:00 hours on the date mentioned in the Schedule of Bidding Process. Financial Proposals shall not be opened at this stage. The Cover I of Proposal shall be opened in the presence of Bidders' representatives, who choose to attend. Bidders' representatives attending the Proposal Opening shall register to evidence their presence. The following information will be announced at the Proposal Opening and recorded

- Bidder's names
- Names of Consortium Members

MJP would subsequently examine responsiveness of Proposals in accordance with the criteria set out in Clause 6.5. After the Proposal Opening, information relating to the examination, clarification and evaluation of Bids and recommendations concerning the Bid Award shall not be disclosed.

6.2 NON-DISCRIMINATORY & TRANSPARENT BIDDING PROCESS

MJP shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. MJP shall not provide to any Applicant information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition

6.3 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. MJP will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. MJP will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

6.4 SELECTION PROCESS

The submission of Bids by interested parties in response to the Request for Proposal should be in two separate sealed covers as indicated below.

Cover 1: Techno Business Proposal

Cover 2: Financial Proposal

The Bids received would be subject to a responsiveness check followed by a step-wise evaluation procedure as described below.

6.5 RESPONSIVENESS OF BID

The Bids submitted by Bidders shall be initially scrutinised to establish “Responsiveness”. A Bid may be deemed “Non-responsive” if it does not satisfy any of the following conditions:

- It is not received by the due time and date as specified
- It does not include sufficient information for it to be evaluated and/or is not in the formats specified
- It is not signed and /or sealed in the manner and to the extent indicated in Section 7 of this RFP Document
- It is not accompanied by a valid Bid Security

The Bids of “Responsive” Bidders shall be evaluated in the following steps:

6.6 STEP 1 (COVER 1) - EVALUATION OF TECHNO-BUSINESS PROPOSAL

The Evaluation criteria for the Techno-Business Proposal to be submitted are detailed in Section 8 of this Document. The Bidders shall be required to make a presentation of their respective Techno-business Proposals to MJP on the date and time informed to them.

The Bidders whose Techno-Business Proposals are found acceptable shall be deemed technically sufficient i.e. Technically Responsive Bidders who would be eligible for the next stage of the selection process.

MJP will return unopened the Financial Proposals (Cover 2) to the Technically Non responsive i.e. Bidders whose Techno-Business Proposals are found not acceptable.

6.7 STEP 2 (COVER 2) - EVALUATION OF FINANCIAL PROPOSAL

Evaluation of the Financial Proposal would be undertaken as detailed in Section 9. A ranked list of Bidders based on the results of the evaluation would be prepared.

6.8 NOTIFICATION

The Successful Bidder would be notified in writing by MJP by issuing a Letter of Intent (LOI).

6.9 MJP’S RIGHT TO ACCEPT OR REJECT ANY PROPOSAL

MJP reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to execution of the Management Contract, without liability or any obligation for such acceptance, rejection or annulment.

MJP reserves the right to invite fresh bids with or without amendment of the RFP at any stage without liability or any obligation for such invitation and without assigning any reason.

MJP reserves the right to reject any Proposal if:

- (i) At any time, a material misrepresentation is made or uncovered for a bidder or any of its members
- (ii) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal
- (iii) This would lead to disqualification of the Bidder/Consortium. If such disqualification/rejection occurs after the Financial Proposals have been opened and the Successful Bidder gets disqualified/ rejected, MJP reserves the right to take any such measure as may be deemed fit in the sole discretion of MJP, including annulment of the bidding process. Notwithstanding the above, MJP may debar / blacklist any of the Bidder(s) for their misleading or false representations in the forms, statements etc. for the period to be decided by MJP.

6.10 EXECUTION OF MANAGEMENT CONTRACT

The Successful Bidder shall execute the Management Contract within ten (10) days from the date of receipt of LOI by the Successful Bidder.

In case, the Management Contract does not get executed within ten (10) days from the date of receipt of LOI by the Successful Bidder, MJP reserves the right to ask the second highest bidder for the project to match the Successful Bidders offer and sign the Management Contract in 10 days or annul the bidding process and may invite fresh bids for the Project. In such a case the entire bid security submitted by the Successful Bidder shall be forfeited. However, MJP on receiving request from the Successful Bidder, may at its absolute discretion, permit extension of the aforesaid period of 10 days for execution of the Management Contract.

After execution of the Management Contract MJP will notify other Bidders that their Proposals have been unsuccessful. The Bid Security of the unsuccessful Bidders shall be returned as promptly as possible, in any case not later than 30 days from the date of signing the Management Contract.

7 PROCEDURES TO BE FOLLOWED

7.1 LANGUAGE OF THE PROPOSAL

The language of Proposal and related documents and correspondence will be in English only.

7.2 ENQUIRIES & CLARIFICATIONS

Enquiries, if any, can be addressed to:

Executive Engineer,
Maharashtra Jeevan Pradhikaran
Works Division No. 2
Barshi Road, Latur
Maharashtra State, India
Tel - 02382 223030 Fax - 02382 - 220974
Mobile - 094221 31554/ 094224 70862

MJP shall aggregate all such clarifications, without specifying the source of clarifications, and shall prepare a response, which shall be distributed to all parties who have procured the Request for Proposal Document. It may be noted that queries in writing would be entertained only from those parties who have been provided this Document.

7.3 SUBMISSION OF THE BID

7.3.1 Cover 1- Techno-Business Proposal

The Bidder shall place one (1) original + two (2) copies of the Techno-Business Proposal in a sealed envelope, which shall be inscribed as under:

Cover 1- Techno-Business Proposal

Submitted by: _____(name of Bidder)

Name of Project: Management contract for operation, maintenance and repairs of Latur Water Supply Scheme including metering, billing and collection of water charges from the consumers, with water supply scheme from Dhanegaon dam, Nagzari weir, Sai weir with all pumping stations, electrical installations, WTPs, water reservoirs, connecting pipelines and distribution system including cost of all materials, energy and labour

Cover 2 of the Bidder shall not be opened if the Bidder has not submitted the documents listed in Section 17 in Cover 1.

7.3.2 Cover 2- Financial Proposal

The Information to be submitted by the Bidders in the Financial Proposal (Cover 2) is described in Section 9 and in Section 18

It may be noted that proposals of bidders, which do not contain the Financial Proposal as specified above, would be considered invalid and liable for rejection.

The Bidder shall place one (1) original of the Financial Proposal (as specified above) in a sealed envelope, which shall be inscribed as under:

Cover 2 - Financial Proposal

Submitted by: _____ (name of Bidder)

Name of Project: Management contract for operation, maintenance and repairs of Latur Water Supply Scheme including metering, billing and collection of water charges from the consumers, with water supply scheme from Dhanegaon dam, Nagzari weir, Sai weir with all pumping stations, electrical installations, WTPs, water reservoirs, connecting pipelines and distribution system including cost of all materials, energy and labour

7.3.3 Submission of the Bid

The Bidder can submit the Bid by registered post/ courier or submit the Bid in person, so as to reach any of the under mentioned address by the time and date stipulated in Section 5.9. MJP shall not be responsible for any delay in submission of the Bids. Any Bid received by MJP after the deadline for submission of the Bids stipulated in Section 5.9 shall not be opened.

Location Number	Address
1	Office of the Member Secretary Maharashtra Jeevan Pradhikaran Express Towers, 4th Floor Nariman point, Mumbai 400 032 Tel: 022 2202 6249/ 2202 5354
2	Office of the Chief Engineer Maharashtra Jeevan Pradhikaran, Aurangabad Region, Opposite Milind College, Cantonment Area, Aurangabad - 431 001 Tel: 0240 237 1386/ 237 0326
3	Office of the Superintending Engineer Maharashtra Jeevan Pradhikaran, Circle Nanded, Jal Bhavan, Near Workshop, Nanded - 431 605 Tel - 02462 262 317

The outer envelope will clearly bear the following identification.

Management contract for operation, maintenance and repairs of Latur Water Supply Scheme including metering, billing and collection of water charges from the consumers, with water supply scheme from Dhanegaon dam, Nagzari weir, Sai weir with all pumping stations, electrical installations, WTPs, water reservoirs, connecting pipelines and distribution system including cost of all materials, energy and labour (Tender No. 5 of 2005 - 2006)

Name of the Bidder: _____

7.4 INITIALLING OF THE BIDS

Each page of the Bid should be initialled by the Authorised Representative and Signatory (as defined in Section 7.6), of the Bidding Company / Bidding Consortium.

7.5 OPENING OF BIDS

Cover 1 of the Bids received shall be opened on the date and time specified in Section 5.9, at the Office of the Member Secretary of MJP, in the presence of one representative from each Bidder, if deputed. The details regarding the Bidder, as provided in the Covering Letter (Section 10) would be read out.

7.6 INSTRUCTIONS TO BIDDERS

All Bidders should note the following which have to be followed by the Bidders while submitting their respective Bids for this Project:

1. Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this *Request for Proposal* or those that do not contain the Covering Letter or Letters of Acceptance as per the specified formats may be considered non-responsive and may be liable for rejection.
2. Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid non-responsive.
3. For a Bidding Consortium, the Bid submitted by the Consortium should contain signed letters submitted by each of the Consortium Members, stating that the entire Bid has been examined and each key element of the Bid is agreed to, in the format as specified in Section 13 and Section 14.
4. In case a Bidding Consortium is selected as the Successful Bidder, the Lead Consortium Member shall continue to remain the representative of the Bidding Consortium and shall be responsible to MJP and for the fulfilment of all contractual obligations.
5. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words.
6. No change in, or supplementary information to a Bid shall be accepted once submitted. However, MJP reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete

submission or delayed submission of such additional information or clarifications sought by MJP, may be a ground for rejecting the Bid.

7. The Bids shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the Request for Proposal, MJP reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
8. The Bidder should designate one person (“Contact Person” and “Authorised Representative and Signatory”) authorised to represent the Bidder in its dealings with MJP. The Acknowledgement of Receipt of Request for Proposal Document shall be signed by the “Contact Person” and “Authorised Representative and Signatory”. This designated person should hold the Power of Attorney and be authorised to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder etc. The Covering Letter submitted by the Bidder shall be signed by the Authorised Signatory and shall bear the stamp of the entity thereof.
9. The Bid (and any additional information requested subsequently) shall also bear the initials of the Authorised Signatory and stamp of the entity thereof on each page of the Bid.
10. For a Bidding Consortium, no change in the membership or equity commitment of the Project Consortium, in responsibilities, shall be permitted. In any case, notwithstanding the above, the Lead Consortium Member, in case of a Bidding Consortium, shall propose to hold not less than 51% equity contribution in the Project Company, which shall not be diluted till the completion of the Management Contract.

MJP also reserves the overriding right to reject any Bid pursuant to any change in the composition of the Bidding Company / Bidding Consortium without ascribing any reasons whatsoever.

11. MJP reserves the right to reject any or all of the Bids without assigning any reason whatsoever.
12. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. MJP reserves the right to examine any or all information submitted by the Bidder.
13. If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by MJP, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of MJP and if MJP is adequately satisfied.
14. The Bidder shall be responsible for all the costs associated with the preparation of the Bid. MJP shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

7.7 PROPOSAL VALIDITY PERIOD

Each Bid shall indicate that it is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 120 days from the last date for submission of the Bid. Non-adherence to this requirement may be a ground for declaring the Bid as non-responsive. However, MJP may solicit the Bidder’s consent for extension of the period of validity. The request and response shall be in writing. A Bidder accepting MJP’s request for extension of validity shall not be permitted to modify his Bid in any other respect.

7.8 FEES AND DEPOSITS TO BE PAID BY THE BIDDERS

7.8.1 Bid Security

Bidders are required to submit a Bid Security for an amount equal to Rs. 25,63,000/- (Rupees Twenty Five Lakhs Sixty Three Thousand only) for project. The Bid Security shall be in the form of a Term Deposit Receipt in favour of the Executive Engineer valid for a period of 12 months from the last date of issue of Request for Proposal documents specified in clause 5.9.

Bids of Bidder(s), who fail to furnish the above bid security in Cover 1, shall be liable for rejection by MJP as non-responsive.

Subject to the other clauses of this Section 7.8.1, MJP shall reserve the right to forfeit the Bid Security under the following circumstances:

- (a) If the Bidder withdraws his Bid at any time during the stipulated period of Bid validity as per Section 7.7 (or as may be extended).
- (b) If the Bidder, for the period of Bid validity:
 - i) In MJP's opinion, commits a material breach of any of the terms and / or conditions contained in the RFP Document and / or subsequent communication from MJP in this regard.
 - ii) Refuses to accept the Letter of Intent.

In the event that any Bidder is not found to be Technically Non Responsive, then the Bid Security will be returned to the bidder along with the unopened Cover 2 of their Bid.

The Bid Security of the unsuccessful Bidders (after opening of Cover 2) will be returned after 30 days of signing the Management Contract with the Successful Bidder.

The Bid Security of the Successful Bidder shall be required to be maintained till the signing of the Management Contract and submission of Performance Security as detailed in Part 2 of this RFP.

8 COVER 1 – TECHNO-BUSINESS PROPOSAL EVALUATION

The Cover 1 submission i.e. Techno-Business Proposal of the empanelled Bidders shall be assessed at this stage.

8.1 MINIMUM COMPLIANCE CRITERIA

The Techno-Business Proposals should meet the criteria as mentioned in Section 17.

8.2 EVALUATION OF TECHNO BUSINESS PROPOSALS

The evaluation of Technical Proposal will be on pass/ fail basis. The objective of the evaluation shall be to assess the technical competence in operation and maintenance of the Project and the responsiveness of the Techno Business Proposal in respect of the following:

- Compliance with the Project Scope of this document
- Practicality of implementation

The objective of the above assessment shall be to establish the inherent technical competence and planning capability of the Bidders and also to determine whether the bid is fundamentally sound on the above parameters. Towards this end, MJP reserves the right to seek clarifications, permit discussions / modification and seek a final resolution on contentious issues.

The Techno Business Proposals submitted by Bidders which are fundamentally sound and satisfy the requirements of the project prescribed by the MJP and the applicable rules prescribed by designated authorities shall be considered for qualification for the next stage of the evaluation.

MJP would, however, at all times also retain the right to reject Bid in cases where MJP (in its sole opinion), considers the bid materially inconsistent, deficient, technically unsound or unacceptable in any other respect.

8.3 TECHNO - BUSINESS PROPOSAL: INFORMATION FORMATS

The information requirements and guidelines for submission of the Techno-Business Proposal are detailed in Section 17.

9 COVER 2 – FINANCIAL PROPOSAL EVALUATION

9.1 OBJECTIVE OF FINANCIAL PROPOSAL EVALUATION

The Financial Proposal evaluation seeks to select the bidder offering the highest evaluated payment to MJP.

9.2 FINANCIAL PROPOSAL PARAMETERS

Bidders are required to quote their best offer in terms of the payment committed to MJP. MJP has prescribed a minimum payment expected by them during the term of agreement. The Bidder shall quote the additional amount Bidder is willing to pay MJP for the Management Contract. The payment to the MJP will be on a monthly basis as per the Management Contract.

The Bidder shall be deemed to have quoted his offer after making a complete assessment of the Project to his satisfaction and thus have indemnified MJP against any liability that may arise in the future for the same.

Bidders are cautioned against quoting their payment in negative numerical leading to a reduction in the annual payment to MJP in a particular year. This would lead to automatic disqualification of the Bidder from the bidding process, irrespective of the present value of the overall payment commitment being higher than the present value of the minimum commitment required by MJP.

The Bidder is also cautioned against quoting illogical lower figures in the initial years and/ or illogical higher figures in the subsequent years. If observed this would lead to automatic disqualification of the Bidder from the bidding process, irrespective of the present value of the overall payment commitment being higher than the other bidders.

9.3 EVALUATION OF FINANCIAL PROPOSALS

After opening the financial proposal, the total payment commitment made by each bidder will be entered into the table format indicated below. The sum total of column (v) of each bidder will be compared for identifying the highest evaluated bidder. The Bidder with the highest total present value of the payment committed to MJP shall be declared as the Successful bidder subject to Clause 9.2 above.

Evaluation Format

(NOTE - PLEASE DO NOT FILL IN ANY FIGURES IN THIS FORMAT)

Contract period from and to, from Commencement Date	Minimum Payment (Rs Lakhs) (i)	Additional payment quoted by the bidder (Rs Lakhs) (ii)	Total Amount (Rs Lakhs) (iii) = (i) + (ii)	Multiplication factor (iv)	Present value of the total payment committed (v) = (iii) x (iv)
1 st month to 12 th month	220.72			1.000	
13 th month to 24 th Month	281.70			0.893	
25 th Month to 36 th Month	438.41			0.797	
37 th Month to 48 th Month	418.82			0.712	
49 th Month to 60 th Month	399.35			0.636	
Totals	1759.00			XXXXX	

9.4 FINANCIAL PROPOSAL: INFORMATION FORMATS

The format of information requirements and guidelines for submission of the Financial Proposal are detailed in Section 18.

10 EXHIBIT – 1: FORMAT OF THE COVERING LETTER

(The covering letter is to be submitted by the Bidding Company or the Lead Consortium Member of a Bidding Consortium, along with the Cover 1 of the Bid)

Date :

Place :

To

Member Secretary

Maharashtra Jeevan Pradhikaran

Express Towers

4th Floor

Nariman point

Mumbai 400 032

Sub: "Management contract for operation, maintenance and repairs of Latur Water Supply Scheme including metering, billing and collection of water charges from the consumers, with water supply scheme from Dhanegaon dam, Nagzari weir, Sai weir with all pumping stations, electrical installations, WTPs, water reservoirs, connecting pipelines and distribution system including cost of all materials, energy and labour."

Dear Sir,

Please find enclosed our Bid in respect of the **Management contract for operation, maintenance and repairs of Latur Water Supply Scheme including metering, billing and collection of water charges from the consumers, with water supply scheme from Dhanegaon dam, Nagzari weir, Sai weir with all pumping stations, electrical installations, WTPs, water reservoirs, connecting pipelines and distribution system including cost of all materials, energy and labour (Tender Notice No 5 of 2005 - 2006)** in response to the *Request for Proposal ("RFP")* Document issued by the Maharashtra Jeevan Pradhikaran ("MJP") dated _____, 2006.

We hereby confirm the following:

1. The Bid is being submitted by _____ (*name of the Bidding Company*) who is the Bidding Company / the Lead Consortium Member of the Bidding Consortium comprising _____ (*mention the names of the entities who are the consortium members*), in accordance with the conditions stipulated in the RFP. (*In case of a Bidding Consortium*) Our Bid includes the Letter(s) of Acceptance in the format specified in the RFP, _____ (*mention names of the entities that are the consortium members*), who are the consortium members (s) as per the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by MJP and in any subsequent communication sent by MJP. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from MJP.
3. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would

be solely responsible for any errors or omissions in our Bid.

4. We confirm that our Financial Proposal submitted in a separate sealed envelope (Cover 2) does not contain any conditions.
5. The Bidding Company / Bidding Consortium of which we are the Lead Consortium Member (*Please strike out whichever is not applicable*), satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP.
6. A Power of Attorney from the Bidding Company/Lead Consortium Member authorising the undersigned as the Authorised Representative, Signatory and Contact Person who is authorised to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc., in respect of the Project is included as a part of the Proposal.
7. We hereby confirm that our bid is valid for a period of 120 days from the last date of submission of the proposal.

For and on behalf of:

Signature:

(Authorised Representative and Signatory)

Name of the Person:

Designation:

Enclosures: Power of Attorney

11 EXHIBIT – 2A: FORMAT OF THE DECLARATION BY THE BIDDER

To be submitted by the Bidder or the Lead Consortium Member in the case of a Consortium.

(On a Non Judicial Stamp Paper of Rs. 100 duly attested by notary public)

DECLARATION

Name of the Project: Management Contract for operation, maintenance and repairs of Latur Water Supply Scheme including metering, billing and collection of water charges from the consumers, with water supply scheme from Dhanegaon dam, Nagzari weir, Sai weir including all pumping stations, electrical installations, WTP's, water reservoirs, connecting pipelines and distribution system including cost of all materials, energy and labour.

I/ We, the undersigned, do hereby declare on behalf of _____ (*name of the Bidding Company*) who is the Bidding Company / the Lead Consortium Member of the Bidding Consortium comprising of _____ (*mention the names of the entities who are the consortium members*) that we have made ourselves thoroughly conversant with the local conditions, problems, facilities in the locality, prevailing wages and other factors affecting the cost and performance of our obligations under the Management Contract. We have visited the sites and installations and determined the extent and quality of the work required to be performed. We have assessed the number of existing and probable domestic, commercial and industrial connections and the demand of water supply in the Latur city (Project Area) after having conducted a detailed socioeconomic survey. We are aware of the scope of contract and our obligations detailed under this Management Contract and any thing that is not found in the Management Contract shall be attended to as required for satisfactory implementation of our obligations under the Management Contract, it shall be our duty to provide uninterrupted, equitable and potable water supply to the consumers of Latur city, including metering, billing and collection of water charges. Considering all the above factors we have quoted our offer for this Project.

For and on behalf of:

Signature:

(Authorised Representative and Signatory)

Name of the Person:

Designation:

Enclosures: Power of Attorney

Date:

Place

**12 EXHIBIT – 2B: FORMAT FOR POWER OF ATTORNEY FOR
SIGNING OF PROPOSAL**

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

POWER OF ATTORNEY

Know all men by these presents, we _____(name and address of the registered office of the Sole Bidder/ Lead Consortium Member) do hereby constitute, appoint and authorize Mr. / Ms. _____R/o _____(name and address of residence) who is presently employed with us and holding the position of _____as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the consortium consisting of _____, _____ and _____(please state the name and address of the members of the consortium) for the Management Contract for operation, maintenance and repairs of Latur Water Supply Scheme including metering, billing and collection of water charges from the consumers, with water supply scheme from Dhanegaon dam, Nagzari weir, Sai weir including all pumping stations, electrical installations, WTP's, water reservoirs, connecting pipelines and distribution system including cost of all materials, energy and labour (the "Project"), including signing and submission of all documents and providing information / responses to MJP, representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney will and will always be deemed to have been done by us.

For

(Signature)

(Name, Title and Address)

Accept

.....(Signature)

(Name, Title and Address of the Attorney)

Notes:

- To be executed by the sole Bidder or the Lead Consortium Member in case of a Consortium.
- The mode of execution of 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.
- Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(On Non - judicial stamp paper of Rs 100 duly attested by notary public)

Whereas the MJP has invited applications from interested parties for Management Contract for operation, maintenance and repairs of Latur Water Supply Scheme including metering, billing and collection of water charges from the consumers, with water supply scheme from Dhanegaon dam, Nagzari weir, Sai weir including all pumping stations, electrical installations, WTP's, water reservoirs, connecting pipelines and distribution system including cost of all materials, energy and labour called the "Project" in the State of Maharashtra, for a specified Contract period (the "Contract Period").

Whereas, M/s _____, M/s _____, M/s _____ and M/s _____ (the respective names of the members along with address of their registered offices) have formed a Consortium and are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP), Management Contract and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP for the members of the Consortium to designate one of them as the Lead Consortium Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project or in the alternative to appoint one of them as the Lead Consortium Member who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s _____, M/s _____, M/s _____ and M/s _____ (the respective names of the members along with address of their registered offices) do hereby designate M/s _____ (name along with address of the registered office) being one of the members of the Consortium, as the Lead Consortium Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deed or things necessary or incidental to the Consortium's bid for the Project, including submission of Proposal, participating in conference, responding to queries, submission of information / documents and generally to represent the Consortium in all its dealings with MJP, any other Government Agency or any person, in connection with Project until culmination of the process of bidding and thereafter till the Management Contract is entered into with MJP.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Consortium Member our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney.

Dated this _____ day of _____ 200_.

[Executant(s)]

(To be executed by all the members in the Consortium)

Note:-

- 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.
- Also wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in favour of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.

13 EXHIBIT – 3: FORMAT OF THE LETTER OF COMMITMENT

(The Letter of Commitment is to be submitted by the Lead Promoter / Subsidiary of the Bidding Company/Lead Consortium Member of the Bidding Consortium whose strengths were considered for purpose of prequalification)

Date:

Place:

To
Member Secretary
Maharashtra Jeevan Pradhikaran
Express Towers
4th Floor
Nariman point
Mumbai 400 032

Sub: "Management contract for operation, maintenance and repairs of Latur Water Supply Scheme including metering, billing and collection of water charges from the consumers, with water supply scheme from Dhanegaon dam, Nagzari weir, Sai weir with all pumping stations, electrical installations, WTPs, water reservoirs, connecting pipelines and distribution system including cost of all materials, energy and labour."

Dear Sir,

This has reference to the Bid being submitted by _____ (*mention the Lead Consortium Member of the Bidding Consortium*), [as Lead Consortium Member of the Bidding Consortium comprising _____ (*mention name(s) of the Consortium Members*) only in case of Bidding Consortium] in respect of **Sub: "Management contract for operation, maintenance and repairs of Latur Water Supply Scheme including metering, billing and collection of water charges from the consumers, with water supply scheme from Dhanegaon dam, Nagzari weir, Sai weir with all pumping stations, electrical installations, WTPs, water reservoirs, connecting pipelines and distribution system including cost of all materials, energy and labour." (Tender Notice No5 of 2005 – 2006)** in response to the Request for Proposal ("RFP") issued by the Maharashtra Jeevan Pradhikaran ("MJP") dated ---, 2006.

We hereby confirm the following:

1. We _____ (*name of the Lead Promoter/Subsidiary*), have examined in detail and have understood and satisfied ourselves regarding the contents mainly in respect of the following:
 - The Request for Proposal Document issued by MJP;
 - All subsequent communications between MJP and the Bidder, represented by _____ (*name of the Bidding Company or of the Lead Consortium Member in case of a Bidding Consortium*);
 - (*applicable only for a Bidding Consortium*) The MoU signed between/among

- _____ (name(s) of Consortium Members); and
- The RFP being submitted by _____ (name of the Bidding Company or of the Lead Consortium Member in case of a Bidding Consortium).
2. We have satisfied ourselves regarding our role as _____ (here give a brief description of the role) in the Project as specified in the RFP. If _____ (name of the Bidding Company / Bidding Consortium) is awarded the Project we shall perform our role as outlined in the MOU.
 3. The nature of our legal relationship with the Bidding Company / Lead Consortium Member of the Bidding Consortium is specified in the RFP, as per the requirements stated in the RFP Document.
 4. We undertake to support _____ (name of the Bidding Company / Lead Consortium Member, for which the Letter of Commitment is being furnished) in respect of the roles _____ (briefly define the roles of the Bidding Company / Lead Consortium Member) as detailed in the RFP being submitted by _____ (name of the Bidding company or of the Lead Consortium Member in case of a Bidding Consortium).

For and on behalf of:

Signature:

(Authorised Representative and Signatory)

Name of the Person:

Designation:

14 EXHIBIT – 4A: FORMAT OF LETTER OF ACCEPTANCE

(The Letter of Acceptance is to be submitted by EACH Consortium Member of the Bidding Consortium)

Date :

Place :

To
Member Secretary
Maharashtra Jeevan Pradhikaran
Express Towers
4th Floor
Nariman point
Mumbai 400 032

Sub: "Management contract for operation, maintenance and repairs of Latur Water Supply Scheme including metering, billing and collection of water charges from the consumers, with water supply scheme from Dhanegaon dam, Nagzari weir, Sai weir with all pumping stations, electrical installations, WTPs, water reservoirs, connecting pipelines and distribution system including cost of all materials, energy and labour."

Dear Sir,

This has reference to the Bid being submitted by _____ (*mention the Lead Consortium Member of the Bidding Consortium*), as Lead Consortium Member of the Bidding Consortium comprising _____ (*mention name(s) of the Consortium Members*) in respect of Management contract for operation, maintenance and repairs of Latur Water Supply Scheme including metering, billing and collection of water charges from the consumers, with water supply scheme from Dhanegaon dam, Nagzari weir, Sai weir with all pumping stations, electrical installations, WTPs, water reservoirs, connecting pipelines and distribution system including cost of all materials, energy and labour (**Tender Notice No 5 for 2005 - 06**) in response to the Request for Proposal ("RFP") issued by the Maharashtra Jeevan Pradhikaran ("MJP") dated ---, 2006.

We hereby confirm the following:

1. We _____ (*name of the Consortium Member furnishing the Letter of Acceptance*), have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:
 - The RFP Document issued by MJP;
 - All subsequent communications between MJP and the Bidder, represented by _____ (*Mention name of the Lead Consortium Member*);
 - The MoU signed between / among _____ (*names of the Consortium Members*), as members of the Bidding Consortium; and
 - The Bid being submitted by _____ (*name of the Lead Consortium Member*).
2. We have satisfied ourselves regarding our role as _____ (*here give a brief description of the role*) in the Project as specified in the Bid. If the Bidding Consortium is awarded

the Project we shall perform our role as outlined in the Bid to the best of our abilities. We have examined the Bid in detail and the commitments made in the same. We agree and undertake to abide by the Bid and the commitments made therein.

3. We authorise _____ (*name of the Lead Consortium Member*), as the Lead Consortium Member and authorise the same to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of the consortium, in respect of this Project.
4. We understand that, no change in the membership in the Bidding Consortium, in the role and form of responsibility of any Consortium Member shall be permitted till the expiry of term of Management Contract.

For and on behalf of :

Signature :

(Authorised Signatory of respective Consortium Member)

Name of the Person and Designation:

15 EXHIBIT – 4B: FORMAT OF LETTER OF COMMITMENT

(The Letter of Commitment is to be submitted by Manufacturer or Dealer Authorised by Manufacturer of EEC marked water meters)

Date :

Place :

To

Member Secretary

Maharashtra Jeevan Pradhikaran

Express Towers

4th Floor

Nariman point

Mumbai 400 032

Sub: "Management contract for operation, maintenance and repairs of Latur Water Supply Scheme including metering, billing and collection of water charges from the consumers, with water supply scheme from Dhanegaon dam, Nagzari weir, Sai weir with all pumping stations, electrical installations, WTPs, water reservoirs, connecting pipelines and distribution system including cost of all materials, energy and labour."

Dear Sir,

This has reference to the Bid being submitted by _____(mention the Bidding Company), in respect of Management contract for operation, maintenance and repairs of Latur Water Supply Scheme including metering, billing and collection of water charges from the consumers, with water supply scheme from Dhanegaon dam, Nagzari weir, Sai weir with all pumping stations, electrical installations, WTPs, water reservoirs, connecting pipelines and distribution system including cost of all materials, energy and labour (**Tender Notice No 5 of 2005 - 2006**) in response to the Request for Proposal ("RFP") issued by the Maharashtra Jeevan Pradhikaran ("MJP") dated ---, 2006.

We hereby confirm the following:

1. We _____(name of the Manufacturer or Dealer Authorised by Manufacturer of EEC marked water meters furnishing the Letter of Commitment), have been approached by the _____(mention the Bidding Company) for supply of EEC marked inferential multi-jet, straight reading dry dial class - B water meters with magnetic drive for the city of Latur as part of the subject Project.
2. We have satisfied ourselves regarding the expectations of our role as one of the sole suppliers of water meters in the Project as specified in the Request for Proposal documents. If the _____(mention the name of the Bidding Company) is awarded the Project we hereby agree to provide _____ number of meters within the stipulated time frame of 5 months from the date of award of project by MJP to the _____ (mention the name of the Bidding Company) on terms and conditions mutually agreed upon by us with _____ (mention the name of the Bidding Company).
3. We hereby agree to get our meters tested and approved as per the requirements of MJP and empanel ourselves as an authorised meter supplier for MJP.

4. We hereby agree to provide after sales service to _____ (*mention the name of the Bidding Company*) by setting up meter repair workshop at Latur to repair water meters and provide necessary spares as required for smooth operations and maintenance of water meters installed under this project.
5. The water meters provided by us for the project would be covered with one year's warranty and comprehensive maintenance service for a period of 5 years.
6. We understand that, we stand to be blacklisted by MJP in event of us not discharging our role as envisaged as a sole supplier for water meters.

For and on behalf of :

Signature :

(Authorised Signatory of Meter manufacturer)

Name of the Person and Designation:

Encl: Power of Attorney

**16 EXHIBIT - 5: DESCRIPTION OF THE BIDDING COMPANY /
BIDDING CONSORTIUM**

Description of the bidding entity

Name of the Bidding Company / Bidding Consortium	
Name of the Lead Consortium Member (In case of a Bidding Consortium)	

In case of a Bidding Consortium:

S. No	Name of each Consortium Member	Proposed % equity contribution into the Project	Role as per the MoU signed by and between all the Consortium Members

17 EXHIBIT – 6: INFORMATION FORMAT FOR TECHNO-BUSINESS PROPOSAL

The bidders are required to organise Cover 1 - Techno Business Proposal as per the following checklist:

1. Covering Letter in the prescribed format Exhibit 1.
2. Bid Security in the form of term deposit receipt only.
3. Declaration by the Bidder as per Exhibit 2A.
4. Power of Attorney as per format 2B.
5. Letter of commitment from consortium members as per Exhibit 3
6. Letter of Acceptance from consortium members as per Exhibit 4A
7. Letter of commitment from EEC marked meter manufacturer or dealer authorised by manufacturer as per Exhibit 4B
8. Description of the Bidding Company/ Bidding Consortium as per Exhibit 5
9. Part I of the RFP documents with each page signed by the Authorised signatory of the Bidder
10. Techno business proposal as per the following

Sections	Chapters
A. Project appreciation	<ol style="list-style-type: none"> 1) About Latur city 2) Understanding of the water supply system 3) Key observations 4) Expectations of the Contractor
B. Operations and Maintenance planning	<ol style="list-style-type: none"> 1) Organisation structure/ plan 2) Staffing plan 3) Curriculum vitae of key personnel 4) Setting up Billing and Collection systems 5) Quality control and assurance plans 6) Customer interface 7) Customer grievance redressal mechanism 8) O&M Planning 9) Maintaining service quality 10) Risk identification & mitigation strategies
C. Financial strategies	<ol style="list-style-type: none"> 1) Working capital arrangements
D. Marketing strategy	<ol style="list-style-type: none"> 1) Plan for increasing coverage 2) Customer service strategy
E. Water metering and consumer regularisation plan	<ol style="list-style-type: none"> 1) Strategy for regularising the illegal water connections 2) Strategy for installing meters during the first 6 months after signing the management contract

The Techno Business Proposal submitted by the Bidders must cover the minimum areas indicated

above. The Bidder may add chapters if the Bidder wishes. The Bidders are encouraged to use maps, diagrams, tables and supporting data in their Techno Business Proposal.

18 EXHIBIT - 7: FINANIAL PROPOSAL FORMAT

The Bidder shall submit his financial offer in a separate sealed envelope (Cover 2). The Bidders financial offer shall be filled in the Schedule E - Payment Schedule on page 103 of Part II of the Request for Proposal documents.

The Part II of RFP documents alongwith Common Set of Deviations duly signed and filled in by the Authorised Signatory of the Bidder shall be submitted in the envelope in accordance with section 7.3.2 of the RFP.