Request for Proposal and Terms of Reference for Appointment of Consultant

For

Preparing the Feasibility report for Integrated Marathwada Water Grid Project
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This RFP Document is neither an agreement nor an offer by the MJP to any other party. The purpose of this RFP Document is to provide interested parties with information to assist the formulation of their proposal for Short listing pursuant to this RFP Document. This RFP Document includes statements, which reflect various assumptions and assessments arrived at by MJP in relation to the Project. Such assumptions and statements, in this RFP Document do not purport to contain all the information that each Applicant may require. This RFP Document may not be appropriate for all persons, and it is not possible for the MJP to consider the investment objectives, technical expertise, financial situation and particular needs of each party who reads or uses this RFP Document. The assumptions, assessments, information and statements contained in this RFP Document may not be accurate, adequate and complete and each Applicant should conduct its own investigations and analyses, and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, information and statements in this RFP Document, and obtain independent advice from appropriate sources.

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expense which may arise from or be incurred or suffered on account of anything contained in this RFP Document or otherwise, including the accuracy, reliability or completeness of the RFP Document and any assessment, assumption or information contained therein or deemed to form part of this RFP Document or arising in any way with qualification of Applicants for participation in the Proposal Process.

The MJP also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.
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Notice Inviting Bid

Bid No.: Date:

Subject: Notice Inviting Proposal Selection of Selection of Consulting Firm for Preparing the Feasibility report for Integrated Marathwada Water Grid Project

1.1 The Marathwada region is dependent on major dams such as Jaikwadi, Majalgaon, Lower Dudhna, Yeldari, Vishnupuri, Manjara, Mannar and Sidhdheshwar and many medium and minor irrigation projects for its water supply. However, due to scanty rainfall during last few consecutive years, these dams had insufficient storage resulting into a water scarcity problem. This has necessitated bringing the water from the dams in adjoining regions to the areas in conjunction with dam within Marathwada having high reliability.

1.2 The broad Objectives and scope of works would be as specified in the TOR for implementation of the project.

1.3 Maharashtra Jeevan Pradhikaran (“Client” or “MJP”) invites international Bid from eligible consulting firms/agencies for preparing the Feasibility report for Integrated Marathwada Water Grid Project. The detailed RFP document can be downloaded from the official Website of Maharashtra Tenders: https://mahatenders.gov.in.

1.4 The Consultant shall provide services in accordance with the terms and conditions stated in the RFP and agreement to be entered into between the Client and the Consultant (the “Consultancy Agreement”).

1.5 The Eligibility Criteria for participating Bidders are as given in the table below:
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<th>Documents</th>
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<td>1.</td>
<td>Bidder Turnover</td>
<td>The Bidder shall have a minimum average annual turnover of INR 25 Million from Consulting Services for projects of the water pipe networks and/or water grid over the last three financial years (FY 14-15, FY 15-16 and FY 16-17).</td>
<td>- Certificate from the Statutory Auditor</td>
</tr>
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</table>
| 2.  | Technical Criteria | a) Bidder shall have experience in of at least one project in India / abroad for preparation of Feasibility Reports (containing but not limited to planning, designing, estimation, economic and technical feasibility etc.) / DPR of water supply project of more than 2000 km pipe network in a single project.  
   b) Bidder shall have experience of planning, designing, estimation and DPR preparation at least one piped water grid project in India / abroad minimum length of pipe network of 500 Km (excluding distribution network of town / city / village) in a single project.  
   c) Bidder shall have minimum engineering staff (having BE/ B.Tech. or higher qualification) employed more than 20 nos. | - Copies of Work order along with Client Certificate stating completion of the project |

Interested Bidders may submit their proposal on or before the date and time as given in **Important Information (Table-1)** along with (i) the RFP document fee of INR 5,000 + 12% (GST)/- (Five Thousand Indian rupees + 12% ) , Non-Refundable, payable online only through e-tendering portal and (ii) EMD of INR 25,000/- (Twenty five thousands only) payable online only through e-tendering portal.
1.6 The interested Bidders should confirm their participation and must submit their queries, if any, through email in writing. Queries received after the set time limit shall not be considered in the pre Bid meeting.

1.7 A Pre-Proposal meeting will take place on Date and Time in the office of Member Secretary, Maharashtra Jeevan Pradhikaran, 4th floor, Express Towers, Nariman Point, Mumbai- 400021., wherein the prospective Bidder will have an opportunity to obtain clarifications regarding the offer conditions.

1.8 For any other clarifications related to Bid submission, the Bidder may contact the Client telephonically on telephone no. 0240-2371386 before the last date of submission of the Bid document, during working hours.

Sd/-

Chief Engineer
Maharashtra Jeevan Pradhikaran
Aurangabad
1.0 Project Background

Maharashtra state has been divided into six region of which Aurangabad is one of the region. Marathwada (which coincides with Aurangabad Division of Maharashtra) consists of 8 districts in the heart of Maharashtra: Aurangabad, Beed, Latur, Osmanabad, Parbhani, Jalna, Nanded and Hingoli. The region has a population of about 1.87 Crores and a geographical area of 64.5 Thousand sq. kms.

The topographical reasons have meant that traditionally Marathwada has been a low rainfall region. Marathwada region is facing severe scarcity of drinking water due to scanty rainfall since 2 to 3 years. More than 4000 tankers had to be deployed in year 2016 during scarcity period in Marathwada. Apart from this various other scarcity measures were also taken up such as temporary piped water supply scheme, special repairs, bore wells, private well requisition etc. Water was brought by railway from Miraj, Dist. Sangali from a distance of 300 Kms to meet the drinking water demand of Latur city. Due to the situation of water scarcity and drought in Maharashtra, the state government has also resorted to the option of artificial rain and cloud seeding. But the experiments have not yet been very successful in Maharashtra. Under such circumstances, state government has in the opinion of preparing grid water supply scheme to meet the drinking and industrial water needs similar to the pattern of Gujarat and Telangana water grid system. Also state governments want to explore the feasibility to provide water to meet irrigation needs to some extent though water grid system.

During the special cabinet meeting held at Aurangabad for Marathwada on 4th October 2016, the problem of scarcity and preparation of Marathwada water grid was discussed and decided to prepare water grid for Marathwada to solve the problem permanently of water supply.

After that water supply department, Government of Maharashtra issued government resolution on Dt. 06-12-2016 for formation of a committee under the chairmanship of Minister of water supply, Government of Maharashtra state for finding prefeasibility report for supply water by grid methodology having different alternatives and select best alternative to go ahead further. By this committee location of source, reliability of dams, reliability of existing water supply sources and necessity of water demand of cities and rural habitation was to be examined.

Marathwada comprises of 8 districts having 78 tahasils. These consists of 12978 villages/ habitations, 25 Municipal panchayats, 50 Municipal councils & 4 Municipal Corporations, having 1,33,36,000 rural & 53,96,000 population, totaling to 1,87,32,000 as per 2011 census.

The raw water will be required to supply to the cities & towns and some multi villages water supply scheme as they have their independent water treatment system. Since at present, source of drinking water of most of the villages are based on the ground water, it will be required to supply pure water to the rural population by constructing water treatment plants. The water will be supplied to all the urban & rural local bodies on bulk basis. The existing infrastructure created so far for drinking water purpose should also be used along with the main water grid.
Marathwada region is dependent on major dams such as Jayakwadi, Majalgaon, Lower Dudhna, Yeldari, Vishnupuri, Manjara, Mannar and Siddheshwar and many medium and minor irrigation projects for its water supply. However due to scanty rainfall during last few consecutive years these dams had insufficient storage resulting into water scarcity problem. This has necessitated bringing the water from dams in adjoining regions.

With a view to solve the above mentioned problems permanently in Marathwada region, it is necessary to form water grid plan with the pattern of Gujarat or Telangana water grid project. In many years, some of the dams have surplus water, at the same times some of dams in Marathwada have deficit. As a result some part of Marathwada face scarcity while water is available in other part of Marathwada. Therefore, it is felt that dams in Marathwada needs to be interconnected. For this economic and technical feasibility needs to be conducted.

The Government of Maharashtra acting through the Maharashtra Jeevan Pradhikaran (MJP), and represented by the Chief Engineer, Maharashtra Jeevan Pradhikaran, Aurangabad of the Department (the “Authority”) is engaged in the development of water supply and sewerage system and as part of this endeavor, the Authority has decided to prepare feasibility report on Marathwada water grid project.

With a view to inviting bids for the Project, the Authority has decided to conduct a feasibility study for determining the technical feasibility and financial viability of the Project. If found technically feasible and financially viable, then detail Project report will be prepared afterwards.

In pursuance of the above, the Authority has decided to carry out the process for selection of a Technical Consultant, a Financial Consultant and a Legal Adviser for preparing the feasibility Report and bid documents. The Financial Consultant will develop the revenue model. The Technical Consultant shall prepare the pre feasibility Report in accordance with the Terms of Reference specified at scope of work.

**2.0 Instructions to Bidders**

**2.1 General**

2.1.1 The standard terms and conditions of the Contract for providing Consultancy services are contained in this document. The Bidders are requested to go through (i) Instructions to Bidders (ii) Terms of Reference (iii) General conditions of Contract (iv) The List of Various Enclosures to be submitted by them along with the complete bid document and the scope of consultancy services to be offered by them. The bidders should fully inform themselves of all the terms & conditions, scope of work and the local conditions of this project. All the Consultants shall deemed to have read and understood the various Terms and Conditions provided herein this Bid Document before submitting their
proposals for the services. The formats for submission are enclosed in this document to help the bidders in submission of offers. The Bid will be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidder.

2.1.2 The brief description of the assignment and its objectives are as per **Important Information and Scope of work and Terms of Reference.**
Date, time and address for submission of the Bid has been described in the **Important Information** (Table-1)

**Table 1: Important Information**

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<td>Name of the Client:</td>
<td>Maharashtra Jeevan Pradhikaran</td>
</tr>
<tr>
<td>2</td>
<td>Name of the Assignment/job:</td>
<td>Consultancy Services for Preparing the Feasibility report for Integrated Marathwada Water Grid Project</td>
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<tr>
<td>3</td>
<td>Period of the assignment</td>
<td>3.5 Months</td>
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<td>4</td>
<td>Schedule of Bidding Process</td>
<td></td>
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<tr>
<td>i</td>
<td>Date of Publication of Tender on website</td>
<td>18/11/2017 time 17.00 Hrs</td>
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<tr>
<td>ii</td>
<td>Date of downloading of Tender</td>
<td>18/11/2017 time 17.00 Hrs</td>
</tr>
<tr>
<td>iii</td>
<td>Last date of submission of pre-Bid queries</td>
<td>29/11/2017 time 17.00 Hrs at e-Mail ID- <a href="mailto:cepmjpabd@gmail.com">cepmjpabd@gmail.com</a></td>
</tr>
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<td>Date of Pre Proposal Conference</td>
<td>30/11/2017 time 11.00 Hrs</td>
</tr>
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<td>v</td>
<td>Date of starting of submission</td>
<td>2/12/2017 time 11.00 Hrs</td>
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<td>vi</td>
<td>Last Date of online Submission of Bids</td>
<td>14/12/2017 time 17.00 Hrs</td>
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<td>vii</td>
<td>Date of Opening of Technical Bid</td>
<td>16/12/2017 time 12.00 Hrs</td>
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5. **Address for communication**

Chief Engineer, Maharashtra Jeevan Pradhikaran region, Aurangabad, Opposite Milind College, Cantt, Aurangabad 431005
Email: cemjpabd@gmail.com

6. Proposals must remain valid days after the submission date

120 days

7. The formats of the Technical Proposal to be submitted are:

- **I**: Form Tech- I : Letter of Proposal submission
- **ii**: Form Tech II : Format of details of Bidder
- **iii**: Form Tech III : Format of Details of JV/Consortium
- **iv**: Form Tech IV : Format for Financial Capability of Bidder
- **v**: Form Tech V : Composition of the Proposed Technical and support staff team
- **vi**: Form Tech VI:
- **vii**: Form Tech VII: Details of Key Personnel
- **viii**: Form Tech VIII: Bidders Experience
- **ix**: Form Tech IX : Approach and Methodology of work plan performing the assignment
- **x**: Form Tech X: Team composition and CV of Key Professionals
- **xi**: Form Tech XI: Compliance Sheet for Technical proposal
- **xii**: Form Tech XII: Proposed work schedule

8. **Bidder to state the cost in**

Indian Rupees

9. **Bidder to submit online Documents**

1. Online pay towards RFP Document fee
2. Online pay towards Earnest Money Deposit
3. Documents as instructed in RFP

10. **Bidder Must upload the Technical and Financial Proposal**

[https://mahatenders.gov.in](https://mahatenders.gov.in)

[Select tender by organization, then select Member secretary (WSSD), Mumbai and location as Aurangabad]

11. **Evaluation Criteria: Criteria, sub-criteria, for evaluation of Technical Proposals have been prescribed:**

Detailed evaluation

12. **Method of Selection**

Quality (70%) cum Cost (30%) Based Selection (QCBS - 70:30)
2.1.3 Consultants are expected to examine all terms and instructions included in the documents. Failure to provide all requested information will be at their own risk and may result in rejection of your proposal.

2.1.4 The proposals must be properly signed as detailed below:
   i) By the proprietor in case of a proprietary firm.
   ii) By the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney shall accompany the proposal).
   iii) By a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney shall accompany the proposal).
   iv) By the authorized representative in case of Joint Venture.

2.1.5 The Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the proposal by paying a visit to areas in Marathwada region of Maharashtra state, India and attending a Pre-Proposal Conference on the date and time specified.

2.1.6 The Bidders shall bear all costs associated with the preparation and submission of their Bids and contract negotiation. The MJP is not bound to accept any Bid, and reserves the right to annul the selection process at any time prior to Contract award without assigning any reason whatsoever.

2.2 Eligibility of Association / Joint venture of Consultants

2.2.1 The Bidder can participate with maximum of one consortium or JV. In case a Joint Venture / Association of two firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU), signed by all firms of the joint venture / Association Confirming the following therein:
   i) Date and place of signing;
   ii) Purpose of Joint Venture / Association (must include the details of contract works for which the joint venture has been invited to bid);
   iii) A clear and definite description of the proposed administrative arrangements for the management and execution of the assignment;
   iv) Delineation of duties / responsibilities and scope of work to be undertaken by each firm along with resources committed by each partner of the J.V./Association for the proposed services;
   v) An undertaking that the firms are jointly and severally liable to the Engineer-in-charge (client) for the performance of the services and,
   vi) The authorized representative of the Joint Venture / Association.

2.2.2 In case of joint venture, the lead firm shall meet the financial criteria on its own. The duties, responsibilities and powers of such lead firm shall be specifically included in the MOU / Agreement. It is expected that the lead partner would be authorized to incur
liabilities and to receive instructions and payments for and on behalf of the joint venture. The lead partner/member shall fulfill financial, human resources and at least one technical criteria. For a JV to be eligible for bidding, the experience of lead partner and other partner should be as indicated in Important Information (Table 1)

2.2.3 A firm can submit only one bid either sole or in JV/consortium otherwise bids will be rejected.

2.2.4 In case the Bidder is a Consortium, for the purpose of evaluation on financial Parameters, financial parameters of the lead member shall be considered for evaluation.

2.2.5 The Bid shall be signed by authorized signatory of consortium/ JV and to legally bind all the partners, and every Bid shall be submitted with a copy of the Commitment letter/Consortium Agreement clearly outlining the respective roles of the parties.

2.2.6 In case the Bidder is a consortium, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant’s rights and obligations towards the Client under this Agreement, including without limitation the receiving of instructions and payments from the MJP.

2.3 Entity barred from Bidding

Any entity which has been barred/ blacklisted by the Central / State Government or a statutory authority or a public sector undertaking, as the case may be, from participating in any government contract and the bar subsists as on the date of Bid submission, would not be eligible to submit the Bid either by itself or through its Associate.

2.4 Bid Security and Bid Processing Fees

2.4.1 Earnest Money of INR 25,000/- pay online through e-tendering portal, failing which Bidder will be disqualified.

2.4.2 RFP Document Fee of INR 5,000 + 12% (GST) is non-refundable and should pay online through e-tendering portal.
2.4.3 Bid Security of INR 2,00,000/- drawn in the form of FDR or Bank guarantee of any nationalized or scheduled bank of India in favor of the Executive Engineer, Maharashtra Jeevan Pradhikaran Division, Jalna and payable at Survey No. 488, Opp. Office of the Superintendent of Police, Jalna 431213, must be submitted after issue of letter of intent (LOI) and before the work order.

2.4.4 EARNEST MONEY DEPOSIT/TENDER FEE:

Tender fee and EMD shall be paid by online only as below

1. SBI Net Banking or
2. Other Bank Internet Bank MOPS.

For any assistance please contact help desk. Details are available online.

The online payment procedure can be seen on

https://mahatenders.gov.in → Announcement → online payment procedure.

Online payment requires 48 hours in Bank working days for clearance and hence, payment should have been made accordingly.

The EMD will be retained in the pooling account and will be refunded to the unqualified / unsuccessful bidders after award of tender to the successful lowest bidder. The EMD of successful bidder will be ultimately refunded or will be adjusted against the security deposit after selection of the successful bidder at the time of execution of the contract. In case, the Chief Engineer decided to forfeit / adjust the EMD amount of the bidder, the EMD amount in such cases shall be credited to the bank account of the MJP. The mandate for EMD refunds / forfeit / adjustment against security deposit shall trigger from e-tender application of NIC portal."

**NOTE - The bidders are strongly advised to make the payment well in advance so as to ensure that the payment reaches to Bank 4 (four) days before date and time for submission of tender.**

EMD should remain valid for a period of 180 days (One Hundred Eighty) from the date of submission of Bid and may be extended as required by the Client.

No interest shall be payable by the Client for the sum deposited towards Bid security.

The Earnest Money Deposit of the unsuccessful Bidders would be returned back within sixty days of the Bidder being notified as being unsuccessful. The Bid Security, for the
amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee.

2.5 Taxes

Financial bid shall be inclusive of all taxes. The Bidders shall fully familiarize themselves about the applicability of taxes, as applicable on amounts payable by the MJP under the Contract. All such taxes must be included by the Bidders in the financial proposal including GST. No claim on any duties, taxes, charges other levies payable by the bidders in respect of transactions between bidders and their venders/sub venders will be entertained by MJP.

2.6 Amendment of Tender Document

At any time before the submission of Proposals, the MJP may amend the RFP by issuing an addendum/ corrigendum in writing or by standard electronic means. The addendum/ corrigendum shall be uploaded on https://mahatenders.gov.in site and shall be binding.

To give the Bidders reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Bids.

2.7 Validity of the Proposal

The proposal shall be valid for a period of 120 days from the last date of receipt of offer for proposal. The offer including key personnel proposed for the assignment etc. shall remain unchanged during period of validity.

During this period, the Bidders shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. The MJP will make its best effort to complete bidding process within this period. Should the need arise; however, the MJP may request the Bidders to extend the validity period of their proposals. The Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, The Bidders could submit new staff in replacement, who would be considered in the final evaluation for contract award.
2.8 **Time schedule**

The basic consideration and the essence of the contract shall be strict adherence to the quality and time schedule for performing the works/services. The completion schedule in the TOR shall be the basis of evaluation of offers and the MJP reserves the right to request for a change in the time schedule during pre-award with the successful Bidder.

2.9 **Language of Bids**

All information in the bid shall be in English. Information in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify a bid. In the event of any discrepancy in meaning, the English Language copy of all documents shall govern.

2.10 **Signature of Bidder**

The bid must contain the name, residence and place of business, email address and phone number of the bidder. Significant evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid. All the pages of this Offer Document must be initialed/signed and submitted to MJP online by the stipulated date of submission of offers.

2.11 **Eligibility Criteria**

For the purpose of this Consultancy assignment, the Consultant shall meet the following Qualification criteria as a minimum. The Technical and Financial Bids of only those consultants/bidders, who meet the said qualification criteria, will be considered. The Consultant should have

1. The Bidder should have a minimum average annual turnover of INR 25 Million from Consulting Services for projects of the water pipe networks and/or water grid over the last three financial years (FY 14-15, FY 15-16 and FY 16-17).
2. a) Bidder shall have experience in of at least one project in India / abroad for preparation of Feasibility Reports (containing but not limited to surveying, planning, designing, estimation, economic and technical feasibility etc.)/ DPR of water supply project of more than 2000 km pipe network in a single project.
b) Bidder shall have experience of planning, designing, estimation and DPR preparation at least one piped water grid project in India / abroad minimum length of 500 Km of pipe network length (excluding distribution network of town/city/village) in a single project.

c) Bidder shall have minimum engineering staff (having BE/ B.Tech. or higher qualification) employed more than 20 nos.

2.12 Professional Liability Insurance

The Consultant shall take Professional Liability Insurance policy with minimum coverage value equal to the cost of consultancy fee and shall be valid for the entire period of consultancy contract.

2.13 Engineer-in-charge’s Workers Compensation Insurance

The Consultants shall take the Engineer-in-charge’s Workers Compensation Insurance policy in respect of the personnel of the consultants in accordance with relevant provisions of the applicable law.

2.14 Data Services to be provided by client as and where basis

- 96+ column format updated information of rural habitation.
- Coordinates of all source of rural habitation collected by WSSO.
- Regarding urban, source and its location, WTP Capacity and latest information about ongoing proposal.
- Shape files related to village boundaries, road network, taluka and district boundaries, drainage line etc.
- Populations of rural habitations, urban population of last four decades will be provided.
- Entire database of rural water supply scheme is available at indiawater.gov.in.
- MJP Division in respective district will monitor & facilitate the survey & data collection activities.
- If there is any gap in data, consultant need to collect from concern offices.
2.15 Pre Proposal Conference:-

2.15.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website for the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant. During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

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

Date: 30/11/2017 and Time: 11.00 hrs
Venue: Office of the Member Secretary, Maharashtra Jeevan Pradhikaran, 4th floor, Express Towers, Nariman Point, Mumbai- 400021.

2.15.2 The Bidders may request any clarification on any clause of the RFP documents during the pre proposal conference meeting only.

2.16 Communications

All communications including the submission of Proposal should be addressed to:

Chief Engineer,
Maharashtra Jeevan Pradhikaran, Aurangabad, Opposite Milind College, Chawani, Aurangabad, Maharashtra (Pin:431005)
(Phone: +91-0240-2371386 Fax: +91-0240-2370238)
Email: cemjpabd@gmail.com.

2.17 Bidders Queries

2.17.1 Pre-bid queries of only those Bidders will be responded who have submitted their queries before the deadline as per time schedule.

2.17.2 The Bidders will have to ensure that their pre-bid queries should reach to the Office of the Chief Engineer, MJP, Aurangabad before the last date for sending pre-bid queries as
mentioned in Time schedule of this document by the e-mail given in address for communication.

2.17.3 Telephone Queries shall not be entertained.

2.17.4 The queries should be submitted in the following format only on email id Chief Engineer, Maharashtra Jeevan Pradhikaran, Aurangabad on email id given in address for communication.

**Table 2: Queries of Bidder**

<table>
<thead>
<tr>
<th>Name of Bidder</th>
<th>Address of Bidder</th>
<th>Tel:</th>
<th>Fax:</th>
<th>Email</th>
<th>RFP Ref No.</th>
<th>RFP name</th>
<th>RFP purchase info</th>
<th>RFP document purchase receipt should be attached</th>
<th>Sr.</th>
<th>RFP Page No.</th>
<th>RFP Clause No.</th>
<th>Clause Title</th>
<th>Queries/Clarification</th>
<th>Justification by Bidder if any</th>
</tr>
</thead>
</table>

2.17.5 MJP shall not be responsible for ensuring that the Bidder’s queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the MJP.

2.17.6 The purpose of these queries is to provide Bidders information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, the MJP reserves the right to respond to the queries.

2.17.7 Queries received beyond the date mentioned shall not be entertained.

2.17.8 The overall responsibility of carrying out the bid process up to award and resolution of contractual issues are of MJP dept being the beneficiary of the project and will perform the role of project executing department.
2.18 Compliant RFPs / Completeness of Response

2.18.1 Bidders are advised to study all instructions, forms, terms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

2.18.2 Failure to comply with the requirements of the clause 2.0:- Instruction to Bidder may render the Proposal to be non-Compliant and the Proposal may be rejected.

2.18.3 Bidders must comply with all requirements as set out within this RFP.

2.18.4 Bidders must submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
3.0 Preparation of Proposal

Part I

3.1 Technical Proposal

3.1.1 The Bid as well as all related correspondence exchanged by the Bidders and the Client shall be written in English language, unless specified otherwise.

3.1.2 In preparing their Bid, the Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.1.3 If a Bidder considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub-consultancy, it may associate with other Consultants.

3.1.4 A brief description of the Bidder’s organization and in the case of a Consortium/ Joint Venture, of each partner, will be provided in Form TECH-II & III.

3.1.5 A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-IX.

3.1.6 The team by area of expertise, the position that would be assigned to each staff team member and their tasks is to be provided in Form TECH-V.

3.1.7 The Curriculum Vitae (CV) of the proposed Professional Key Experts should be submitted in the format provided in Form TECH-X.

3.1.8 The details of Key personnel deployed for this project should be submitted in the Format provided in the form TECH-VII.

3.1.9 Applicants experience of relevant projects information should be submitted in the format provided in the form TECH-VIII

3.1.10 Team composition and CV of Key Professionals should be submitted in the Format provided in the form TECH-X.
3.1.11 The Technical Proposal shall not include any financial information except details of online payment of document fees and EMD. A Technical Proposal containing other financial information may be declared non responsive.

**Part II**

### 3.1 Financial Proposal

3.2.1 The financial proposals shall be prepared to cover the tasks mentioned in the Terms of Reference and also the tasks the Bidders may consider as necessary in order to meet the objective of the assignment.

### 3.3 Details of documents to be furnished with this Proposal

- The two envelopes No. 1 & 2 shall be digitally signed and submitted online as per the online tender schedule
- The date and time for online submission of envelopes shall strictly apply in all cases. The bidders should ensure that their bid is prepared online before the expiry of the scheduled date and time and then submitted online before the expiry of the scheduled date and time. Offers not submitted online will not be entertained. It is advised to upload the non-financial bid documents 5 days before the last date of submission so as to avoid last minutes any IT glitches.
- If for any reason, any interested bidder fails to complete any of online stages during the complete bid cycle, department shall not be responsible and any grievance regarding that shall not be entertained.
- Envelope -1 – Technical proposal
- Envelope 2—Financial proposal

Each Proposal has different formats with forwarding letter. Documents may be uploaded in support of information against respective format. The bidder shall fill the required information in the required formats as given in **important information** (Table-1).
Technical Proposal

3.3.1 Scanned copies of following documents should be uploaded in .pdf format along with proposal on the website https://mahatenders.gov.in

- Online payment towards RFP Document Fee
- Online payment towards EMD
- Power of Attorney
- GST registration certificate if bidder is based in India
- Audited Financial Statement of last three financial years
- Form Tech I: Technical Proposal Submission Form
- Form Tech II: Details of Bidder
- Form Tech III: Details of JV/Consortium
- Form Tech IV: Financial capability of Bidder
- Form Tech V: Composition of the Proposed Technical and support staff
- Form Tech VI: ********
- Form Tech VII: Details of Key Personnel
- Form Tech VIII: Experience of relevant projects
- Form Tech IX: Description of Approach, Methodology and work plan
- Form Tech X: Team composition and CV of Key Professionals
- Form Tech XI: Compliance sheet for technical proposal
- Form Tech XII: Proposed work schedule plan

Financial Proposal

3.3.2 The Financial Proposal shall be submitted electronically in the PDF formats provided under the bid online in the form of Fin I (In PDF format). Consultants shall download form of FIN 1 and quote the rate in figures and words with duly signed and scan and then upload in PDF format in financial envelope.

3.3.3 Uploaded documents of lowest successful Bidders will be verified with the originals before submission of proposal for sanctioning to higher authority. The valid successful Bidder has to provide the originals to the concerned authority as requested.
3.4 Submission of Proposal

3.4.1 The Bidders shall upload the Proposal online on https://mahatenders.gov.in [refer the link of Member secretary (WSSD) and location as Aurangabad] with all pages numbered serially and by giving an index of submissions.

3.4.2 The Proposal shall be made in the Forms specified in this RFP. All pages of the Technical Proposal and Financial Proposal must be numbered and signed by the authorized person.

3.4.3 In case the Proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Client and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Client along with addendum, corrigendum and pre proposal conference minutes, the latter shall prevail.

3.4.4 The completed Proposal must be uploaded online on https://mahatenders.gov.in before Proposal Due Date and time.

3.4.5 Procedure for the Bid Opening

3.5.1.1 The Technical Proposals will be opened on the date specified in Detailed Tender Schedule given in this Tender Document.

Stage - 1 - Opening of Technical Proposal:

3.4.6 The Technical Proposals shall be opened initially and the contents of technical Bid will be scrutinized as per the submission requirements of this tender document.

3.4.7 The Client shall then carryout scrutiny, analysis, verification of all the data & documents submitted in technical Bid with reference to Technical and Financial Qualification criteria independently.
3.4.8 MJP may ask the bidder to present approach and methodology.

3.4.9 All bidders are requested to submit hard copy of all documents, **excluding financial offer**, submitted online within 3 days of closure of bid. However, Bid will not be rejected if consultant does not submit hard copy in time.

**Stage - 2 - Opening of Financial Bid:**

3.4.10 The Client shall open the Financial Proposal of only those Bidders who have scored a minimum technical score of 70.

3.4.11 After opening the Bids no information relating to examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of contract shall be disclosed to the Bidders or other persons.

3.4.12 Any effort from any Bidder to influence the process of examination, Clarification, evaluation, and comparison of Bids and in decision concerning the award of contract at any stage of the Bidding process may result in rejection of Bid.

**3.5 Bid liable for rejection**

3.5.1 The Bid is likely to be rejected if on opening it is found that,

- The Bidder has not strictly adhered to the procedure laid down for submission;
- or
- The Bidder has proposed conditions or qualifications, which are inconsistent or contrary to terms and conditions specified.

**3.6 Evaluation of Bids**

3.6.1 Quality-Cost Based Selection (QCBS) method will be adopted for selection of Bidder. The Bids received from the Bidders will be evaluated in two stages i.e. Technical Proposal and Financial Proposal. The Financial Bid of only those Bidders who score at least 70 marks in the Technical Bid evaluation shall be opened and evaluated as per financial evaluation criteria laid down here in this RFP.
Table 3: The Technical Proposal shall be evaluated as given in the table below:

<table>
<thead>
<tr>
<th>1.</th>
<th>Specific experience of the Bidder relevant to the assignment</th>
<th>Minimum Qualification Experience</th>
<th>Maximum Marks</th>
<th>Supporting Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>b</td>
<td>Bidder shall have experience in of at least one project in India / Abroad for preparation of Feasibility Reports (containing but not limited to planning, designing, estimation, economic and technical feasibility etc.) / DPR of water supply projects of more than 2000 Km pipe network in a single project.</td>
<td>1 Project</td>
<td>20</td>
<td>Certificate from competent authority</td>
</tr>
<tr>
<td></td>
<td>➢ 14 marks to experience for 2000 KM length.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>➢ Maximum 20 marks for 5000 km and above experience.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>➢ Additional proportionate marks for additional experience beyond 2000 km subject to maximum 20 marks.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Bidder shall have experience of planning, designing, estimation and DPR preparation at least one piped piped water grid project in India / Abroad minimum length of pipe network of 500 KM (excluding distribution network of town / city / village) in a single tender</td>
<td>1 Project</td>
<td>20</td>
<td>Certificate from competent authority</td>
</tr>
<tr>
<td></td>
<td>➢ Maximum 20 Marks for experience of 1500 Km. or more length.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>➢ 14 marks to experience for 500 Km length.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>➢ Additional proportionate marks for additional experience beyond 500 km subject to maximum 20 marks.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Bidder should have a minimum total average annual turnover of Minimum INR 25 Millions from Consultancy Services of water supply pipe network and / or for project in water grid over the last three financial years (FY 14-15, FY 15-16 and FY 16-17)</td>
<td>INR 25 million from consultancy services of water pipe network</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>➢ Maximum 10 Marks for experience of INR 100 million or more.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>➢ Additional proportionate marks for additional experience beyond</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td></td>
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<tr>
<td>---</td>
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<td>---</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
|   | INR 25 million subject to maximum 10 marks.  
  ➢ Rs 25 Million in water supply - 7 **marks** |   |
| d | Bidder should have a minimum 20 full time technical staffs as per qualification in minimum eligibility criteria as on the date of the bid  
  ➢ 5 Marks for more than 100 Nos.  
  ➢ Additional proportionate marks for additional no beyond 20 number subject to maximum 5 marks  
  ➢ 20 numbers – 3.5 **marks** | 20 Nos | 5 |
| 2 | **Key Project Professionals with the specified qualification and experience (Marking as per following table 4)** | Detailed below | 35 |
|   |   | A self certification from authorized signatory and CV’s |
| 3 | **Approach and Methodology**  
  ➢ Composition of the team-3 **Marks**  
  ➢ Methodology for services, surveying, data collection and analysis - 4 **Marks**  
  ➢ Work plan for consultancy assignment - 3 **Marks** | 10 | A note |
|   | **Total** | 100 **Marks** |

3.6.2 The Bidders shall provide the list of specialists in various fields supported by suitable middle/junior level professionals. The specialists named should be working with the Bidder at the time of bid or has worked with the Bidder for at least 1 year in the past. It is expected that the Bidder shall provide following key personnel having requisite background and minimum professional experience in the respective areas of specialization/or similar areas of expertise. The table below also outlines the marks allocated to each key position.
### Table 4:
**Key Project Professionals with the specified qualification and experience**

<table>
<thead>
<tr>
<th>No.</th>
<th>Position</th>
<th>Minimum Qualification</th>
<th>Minimum Experience in relevant field</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>Project Team Leader</td>
<td>Graduate in Civil Engineering with Post Graduation in Environment Engineering/ Public Health Engineering</td>
<td>• Minimum 15 years of experience in water &amp; Infra Projects;</td>
<td>8</td>
</tr>
<tr>
<td>b)</td>
<td>Water Supply Expert</td>
<td>Graduate in Civil Engineering with Post Graduation in Environment Engineering/ Public Health Engineering</td>
<td>• Minimum 10 years of experience in design of Water supply projects for Cities;</td>
<td>5</td>
</tr>
<tr>
<td>c)</td>
<td>Water Supply Expert (Junior)</td>
<td>Graduate in Civil Engineering/ Environment Engineering/ Public Health Engineering</td>
<td>• Minimum 10 years of experience in design of Water supply projects for Cities;</td>
<td>3</td>
</tr>
<tr>
<td>d)</td>
<td>Hydrology / Irrigation Expert</td>
<td>Graduate in Civil Engineering with Post Graduation in Water resources engineering</td>
<td>• Minimum 15 years of experience in Irrigation Water sector;</td>
<td>5</td>
</tr>
<tr>
<td>e)</td>
<td>Hydrology / Irrigation Expert (Junior)</td>
<td>Graduate in Civil Engineering / Water resources engineering</td>
<td>• Minimum 10 years of experience in Irrigation Water sector;</td>
<td>3</td>
</tr>
<tr>
<td>f)</td>
<td>Financial Analyst</td>
<td>• Post graduate in commerce/chartered accountant or equivalent</td>
<td>• Should have minimum 15 years of experience;</td>
<td>3</td>
</tr>
<tr>
<td>g)</td>
<td>GIS Expert</td>
<td>B.Tech. Degree in Civil/Environmental Engg/ Science) and Diploma / Certificate course in GIS software applications with Post graduate in remote sensing/ Geo informatics</td>
<td>• Should have minimum 5 years of experience;</td>
<td>5</td>
</tr>
<tr>
<td>No.</td>
<td>Position</td>
<td>Minimum Qualification</td>
<td>Minimum Experience in relevant field</td>
<td>Marks</td>
</tr>
<tr>
<td>-----</td>
<td>----------</td>
<td>-----------------------</td>
<td>---------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>h)</td>
<td>GIS Expert (Junior)</td>
<td>B.Tech. Degree in Civil/Environmental Engg/ Science) and Diploma / Certificate course in GIS software applications.</td>
<td>• Should have minimum 3 years of experience;</td>
<td>3</td>
</tr>
</tbody>
</table>

**Evaluation matrix of Key Project Professionals with the specified qualification and experience**

<table>
<thead>
<tr>
<th>Post</th>
<th>Name of person</th>
<th>Maximum marks</th>
<th>Education 30% weightage</th>
<th>Experience in relevant field 70% weightage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Minimum qualification required</td>
<td>Qualification offered</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note—
1) Marks will be awarded with accuracy of two digits.
2) Education -- Maximum marks will be awarded for PhD in relevant field.
3) Experience -- Maximum marks will be awarded for 30 years of experience in relevant field.
4) Proportionate marks will be allotted for intermediate experience and education.

**3.7 Method of Selection**

3.7.1 The Technical Proposal will be given a weight of 70% and the financial proposal shall be allocated weight of 30%. The Financial Proposal of only those Bidders who qualify technically (Minimum Qualifying Marks: 70) will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposals given relative financial score that are inversely proportionate to their prices. For working out the combined score, the Client will use the following formula:

\[ \text{Total points} = T(w) \times T(s) + F(w) \times F(s), \]

where

- \( T(w) \) stands for weight of the technical score.
- \( T(s) \) stands for technical score
- \( F(w) \) stands for weight of the financial proposal
- \( F(s) \) stands for score to financial Bid, which would be calculated as

\[ \frac{100 \times \text{LEC}}{\text{EC}} \]
EC stands for Quote of the financial proposal
LEC stands for Lowest Quote of the financial proposal.

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, in terms of this tender document. The second highest bidder shall be kept in reserve and may invite in its discretion for negotiation in case the first ranked bidder withdraws, or fails to comply with the requirements specified in this RFP, as the case may be.

3.9 Confidentiality

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

To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

3.10 Negotiations

3.10.1 Financial Negotiations will be held at the date, time and address intimated to the qualified and selected Bidder. The invited Bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives
conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.

3.10.2 **Conclusion of the negotiations**: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Bidder will initial the agreed Contract. If negotiations fail, the Client will reject all the proposals received and invite fresh proposals.

3.11 **Appointment of Consultant**

3.11.1 **Award of Consultancy**

MJP will award the contract to the successful bidder whose proposal has been determined substantially responsive and has been determined as the most responsive bids, MJP will notify the successful bidder in writing or by fax or by email, that proposal has been accepted. The Selected Applicant within 7 (seven) days of the receipt of the letter of intent (LOI) shall sign and return the duplicate copy of the LOI in acknowledgement and submit bid security. In the event the non submission of duly signed LOI and bid security by the Selected Applicant, the Authority may, unless it consents to extension of time for submission thereof, appropriate EMD of such Applicant and the next highest ranking Applicant may be considered.

3.11.2 **Execution of Agreement**

After acknowledgement of the LOI as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in RFP document. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

3.11.3 **Commencement of assignment**

The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement. If the Consultant fails to either sign the Agreement or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the EMD and bid security of the first ranked Applicant shall be forfeited.
3.11.4 Proprietary data

All documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3.11.5 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

3.11.5.1 After completing negotiations the Client shall issue a Letter of Intent to the selected Bidder and promptly notify all other Bidders who have submitted proposals about the decision taken.

3.11.5.2 The Bidder will sign the contract after fulfilling all the formalities/pre-conditions.

3.11.5.3 The Bidder is expected to commence the Assignment/job on the date and at the location specified in the Important Information (Table 1).
4.0 Terms of Reference

4.1 Project Objective

➢ To prepare plan, and design and tentative estimate for Integrated Piped network of drinking water and industrial water for Marathwada region so as sufficient water is made available for drinking / Industrial use throughout the year.

➢ To conduct feasibility study of improving irrigation water availability in Marathwada by interlinking of dams and prepare estimate of the same.

➢ To prevent scarcity of water in Marathwada region through integrated pipe network.

➢ To save money that need to be spent on temporary scarcity mitigation measures.

➢ To achieve economy of scale in supply of water for different purposes.

4.2 Scope of Work

4.2.1 The consultant is expected to prepare feasibility report for Integrated Piped Network in Marathwada Region to make drinking water, industrial water and available throughout the year and to increase availability of irrigation water.

4.2.2 The scope of work envisaged is as given below:

i. Planning, design and Tentative cost estimation of integrated water grid for Marathwada region.

ii. The feasibility shall include Population forecasts and assessment of total water demand for Drinking, Commercial and Industrial use for the present stage year 2020 as well as Immediate Stage year 2035 and ultimate stage year 2050.

iii. Data collection of urban and rural habitations of Marathwada region related to existing status of supply of water for drinking commercial and industrial purpose.

iv. Assessment of demand of water for drinking, commercial and industrial purpose.

v. Identification of gap in demand and supply of water in the above mentioned usage of water. In case of drinking water supply, while assessing the supply and demand status, water supply in summer season is to be considered.

vi. Identification of sources of water supply i.e. Dams and Reservoirs. While identifying the source it is to be seen that required amount of water is available regularly throughout the year.
vii. To conduct feasibility study of linking of various reservoirs through piped network for transfer of water from surplus reservoir to deficit reservoir.

Preparation of feasibility report and preliminary estimate for following interconnection by pipeline for irrigation water. Water releases for equitable distribution to Jayakwadi dam from Mulla complex, Pravara complex, Dharna complex, Gangapur complex and Palkhed complex of reservoirs of Water Resources Department.

- From Jayakwadi reservoir to Majalgaon dam.
- From any adjoining reservoir to Manjra dam.

viii. To identify the other dams/reservoirs in Marathwada region having surplus and deficit water and interconnecting these reservoirs for sharing the water for irrigation.

ix. While planning the interconnections of these reservoirs, latest government/court etc. guidelines should be considered.

x. If sufficient water for drinking and industrial purposes is not available in the dams/reservoirs of Marathwada, the water available in dams/reservoirs located adjoining regions should be considered in consultation with WRD/MWRRA.

xi. Review of the data determining the nature, extent, adequacy, validity and identifying the data gaps and undertaking necessary assessments. Consultant will have to interact with the concerned authorities of Maharashtra state like Water supply and sanitation department (WSSD), Urban Development Department (UDD), Maharashtra Pollution Control Board (MPCB), Maharashtra Jeevan Pradhikaran (MJP), Geological survey Development authority (GSDA), Water resources Department/ Irrigation department (WRD), Industries Department and or (MIDC), urban local bodies (ULBs) and Zilla Parishad (ZP) etc. to collect and validate the data. While calculating assessment of availability of water from a particular dam/reservoir, water allocation already reserved for particular purpose is also to be considered.

xii. Source for drinking water demand must be based on 95% reliability. The aim of water grid is to make available assured raw water at nearest point of habitations.
xiii. Feasibility Analysis with different alternatives using existing database and Google map and Topographical sheet of survey of India. Available GIS files related to Villages, Tahsil, District, drainage, watershed boundary etc. related to Maharashtra state shall be provided by department for feasibility analysis.

xiv. All the available information must be brought on GIS platform for analysis. The length and level required shall be taken from data gathered from Google earth, Topographical sheet and GIS map.

xv. Drawing should be prepared by superimposing GIS data, pipeline network from the Google earth and topography sheet.

xvi. Digital maps are to be prepared in the form of GIS enabled format. Data such as water availability, demand, coordinates, elevation at nodal points obtained shall be attached to GIS map.

xvii. Drawings of various layouts and options of water grid are also to be prepared and made available in hardcopy as well as soft copy.

xviii. All the calculations regarding demand assessment, designs etc., and estimates are to be provided.

xix. The design of Raw/ Pure water/ transmission network etc. shall be done by using distances and elevation obtained from Google Earth, Topography sheet and GIS file obtained from various agencies.

xx. To plan, design and cost estimation and conduct feasibility analysis of at least three alternatives for following options:
   A. Grid for drinking water only,
   B. Grid for drinking water and industrial water,
   C. Grid for irrigation by interconnection of dams as indicated earlier,
   D. Grid for drinking water, industrial water and interconnection of dams as indicated earlier.

xxi. The techno economic feasibility reports shall consist of at least 3 alternatives/scenarios for each option. It should be done in consultation with MJP. Alignment of the pipe line network shall be finalized, considering the life cycle cost. All designs to be provided should be compatible with Water Gems software. Tentative capital cost estimate, Operation and maintenance cost, calculation of
per cubic meter supply rate of water at various (identified) supply points is to be calculated and provided. The operation and maintenance cost and capital cost is to be optimized.

xxii. The general approach as to how the costs were estimated and all basic assumption such as unit prices are to be given clearly, as separate annexure. Approach and assumption shall be got approved from the MJP before starting the design and estimation. The cost estimates for the proposed alternative should also be compared with similar recent projects or related projects in the region. The certain percentage of contingencies and price escalation shall also be taken into consideration while arriving at the tentative cost estimates of various alternatives.

xxiii. Possibility of use of solar power should be explored to reduce the expenses on energy charges.

xxiv. The estimate to be prepared should be line estimate on the basis of available District schedule rate of MJP/ PWD/ WRD of Maharashtra state.

xxv. The water grid plan should be in consistence with integrated state water plan for Godavari Basin. The import/ export of water from one river basin to other river basin, policy of Water Resource department should be examined and alternatives should be suggested.

xxvi. To suggest the mode of operation and maintenances and agencies involved for O & M and cost recovery of this scheme. Consultant should also suggest the different revenue models so that the scheme can be self-sustainable. While framing the revenue model, expenditure done by state government in tankers and others scarcity measures during scarcity period of last 5 years can be considered for justification.

xxvii. Benefit/ Cost ratio should be calculated.

xxviii. To give clear opinion as to feasibility of different options with justification.
4.3 Deliverables

4.3.1 The Consultant shall deliver the following deliverables (the “Deliverables”), during the course of this Consultancy.

The consultant should follow the following milestone which shows various activities.

**Milestone I - Inception Report**

On commencement of the Consultancy, the Consultant shall submit an Inception Report within 10 days. The Inception Report shall include the Consultant’s submissions towards understanding of the RFP, the methodology to be followed and the Work Plan wherein it must clearly spell out the broad strategy for structuring the project.

**Milestone II : – Submission and approval of Draft Concept Plan report**

The concept plan on the basis of data collected from different stakeholders. The concept plan will provide the framework of the project with selection of three different alternatives for all options as indicated in TOR.

Consultant shall submit the assumptions and its basis for design and cost estimation and get it approved.

The Consultant is required to collect data from MJP and also available at Urban and Rural local bodies, MIDC, WSSO & Govt. offices related to water supply scheme such as available sources of water, status of existing sources, status of Rising main and Gravity mains, Location & status of existing Water Treatment Plant, Storage reservoirs etc. The Consultant are required to collect GIS shape file of village boundary, Taluka & District boundary, road, river, water shed, etc. from MJP/G.S.D.A./ MRSAC office related to concerned Marathwada area. Necessary help will be provided by MJP in form of request letter to concerned department for collection of the data.

Following activities should done.

- Population forecasts and assessment of total water demand for Drinking, commercial and Industry for present stage year 2020, immediate stage year 2035 and ultimate stage year 2050.
- Identification of gap in demand and supply of water in the above mentioned usage of water.
- Identification of source of water supply considering demand and availability of water for fulfilling the demand i.e. Dams and Reservoirs.
Review of the data determining the nature, extent, adequacy, validity and identifying the data gaps and undertaking necessary assessments.

MJP Division office in respective district will monitor & facilitate the survey & data collection activities. Consultant is required to approach at each MJP Division office in Marathwada region and explain their program of data collection.

**Milestone III : Submission and approval of Draft Feasibility Report covering all the scope of work mentioned in TOR**

All the data should be transferred in GIS software for processing by engaging GIS experts.

With the help of altitude, coordinates & length collected from Google earth, Topography sheet purchased from survey of India etc, Hydraulic modeling on WaterGems software should be done along with different scenarios & alternatives in consultation with MJP officials. Main network for hydraulic modeling shall be drawn from Google map and brought on GIS platform for modeling. Hydraulic modeling shall be done for pipe network to supply water to all stake-holder on bulk basis and interconnection of dams. The network design does not include internal distribution systems within the City / habitation / industrial area.

The draft Feasibility report shall be prepared with minimum three alternatives for all options as mentioned in TOR, in consultation with MJP for forecasted water demand of year 2050. Designs, location and layout plans of the each alternative proposal must be shown clearly.

For Estimation purpose rates of current schedule of rate of MJP/PWD/WRD etc as required should be adopted. The Rates analysis of Rates which are not available in CSR should be finalized in consultation with MJP officials.

In particular, the Consultant must make realistic assumptions about the water demand projections and the resulting revenue streams with a view to making an assessment of the capital cost that can be sustained by such revenues. The project
components should be so formulated as to make the project viable.

Draft feasibility report shall include the following:

- An Index Plan of the all alternative Project;
- Plans showing the alignments of main water pipeline alignments, other proposed and existing structures like Dams.
- Report on forecasting till project horizon year of 2050 and at every 5 year interval and water demand;
- Report on water resources and their prospective utilization for the Project period.
- Data collected in GIS format
- Indicative designs, location and layout plans of the Project for each alternatives
- Preliminary layouts of pumping stations, storage reservoirs etc.
- Total tentative Project Cost for each alternative.

Draft Feasibility Report in Ten hard copies and one soft copy in CD shall be submitted to the Authority. The size of drawings shall be A-1 and A-2 (as per requirement).

**Milestone IV: Submission and acceptance of final feasibility report**

Consultant is required to modify the draft feasibility report as changes suggested by MJP and Government and resubmit it incorporating all comments/suggestion as final feasibility report. After approval of final Feasibility Report, Twenty Five hard copies and two soft copies in CDs of all the final Feasibility Report, drawings, etc. shall be submitted to the Authority.

**Table 5:** The Consultant shall deliver the following deliverables within the stipulated timelines:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Activity</th>
<th>Timeline (from date of award)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milestone I</td>
<td>Inception Report</td>
<td>10 days</td>
</tr>
<tr>
<td>Milestone II</td>
<td>Submission of Draft Concept Plan report</td>
<td>45 days</td>
</tr>
<tr>
<td>Milestone III</td>
<td>Submission of Draft Feasibility Report covering all the scope of work as per TOR.</td>
<td>75 days</td>
</tr>
<tr>
<td>Milestone IV</td>
<td>Submission and acceptance of final feasibility report</td>
<td>107 days</td>
</tr>
</tbody>
</table>
4.4 **Consultant’s Team**

4.4.1 The Bidder is expected to provide the required management & technical support to achieve the planned outputs. Bidders are encouraged to propose a staffing plan and mobilization plan that best suits the needs of the project.

4.4.2 The core team of Key Experts would be available for the duration of the assignment and should be presented when sought by the Client.

4.5 **Key Professional Staff**

The Consultancy Team shall consist of the following key personnel (the “Key Personnel”) who shall fulfill the academic and professional experience criteria as specified below:

4.6 **Key Personnel**

The Consultancy Team shall consist of the following key personnel (the “Key Personnel”) who shall discharge their respective responsibilities as specified below.

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Key Personnel</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Team Leader</td>
<td>He will lead, co-ordinate and supervise the multidisciplinary team for preparation of the Feasibility Report.</td>
</tr>
<tr>
<td>2</td>
<td>Water Supply Expert</td>
<td>He will be responsible for the assessment of water demand, current water supply, gap in water supply, assessment of available sources, available water, and various options of layout of Grid.</td>
</tr>
<tr>
<td>3</td>
<td>Water Supply Expert (Junior)</td>
<td>He will be responsible for the assessment of water system and preparing options for augmentation of water supply systems under the constraints described in RFP.</td>
</tr>
</tbody>
</table>
4.7 CONSULTANCY TEAM

The Consultant shall form a multi-disciplinary team (the “Consultancy Team”) for undertaking this assignment. The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal. Other expertise such as that required for financial analysis, social impact assessment etc. for the Project shall be included in the Team either through the Key Personnel specified below or through other Professional Personnel, as necessary.

The numbers of experts mentioned below in tables are minimum. The consultant must familiarize with the quantum of work and delivery schedule and accordingly estimate the number of experts required for completing the assignment within schedule period. Accordingly consultant should quote the bid and no extra payment will be made to consultant for deploying more expert and manpower and other resources than indicated below:
### a) Project Team Leader

<table>
<thead>
<tr>
<th>Educational Qualifications</th>
<th>Graduate in Civil Engineering with Post Graduation in Environment Engineering/Public Health Engineering</th>
</tr>
</thead>
<tbody>
<tr>
<td>Essential Experience</td>
<td>15 (Fifteen) years in planning, project preparation and design of water supply.</td>
</tr>
<tr>
<td>Job responsibilities</td>
<td>He will lead, coordinate and supervise the multi-disciplinary team. It will be his responsibility to guide the team in arriving at solutions within the constraints specified in the Scope of work and RFP.</td>
</tr>
</tbody>
</table>

### b) Water Supply Expert

<table>
<thead>
<tr>
<th>Educational Qualifications</th>
<th>Graduate in Civil Engineering with Post Graduation in Environment Engineering/Public Health Engineering</th>
</tr>
</thead>
<tbody>
<tr>
<td>Essential Experience</td>
<td>10 (Ten) years in assessment and design of water supply systems</td>
</tr>
<tr>
<td>Job responsibilities</td>
<td>They will be responsible for the assessment of water supply system and suggesting options for augmentation of the water supply system under the constraints described in the RFP.</td>
</tr>
</tbody>
</table>

### b) Water Supply Expert (Junior)

<table>
<thead>
<tr>
<th>Educational Qualifications</th>
<th>Graduate in Civil Engineering with Post Graduation in Environment Engineering/Public Health Engineering</th>
</tr>
</thead>
<tbody>
<tr>
<td>Essential Experience</td>
<td>10 (Ten) years in assessment and design of water supply systems</td>
</tr>
<tr>
<td>Job responsibilities</td>
<td>They will be responsible for the assessment of water supply system and suggesting options for augmentation of the water supply system under the constraints described in the RFP.</td>
</tr>
</tbody>
</table>

### c) Irrigation/ Hydrology Experts

<table>
<thead>
<tr>
<th>Educational Qualifications</th>
<th>Graduate in Civil Engineering with Post Graduation in Water resources engineering</th>
</tr>
</thead>
<tbody>
<tr>
<td>Essential Experience</td>
<td>15 (Fifteen) years in assessment of Irrigation systems and design of Irrigation systems.</td>
</tr>
</tbody>
</table>
Job responsibilities | He will be responsible for assessment of water demand related irrigation purpose, present irrigation command area for the dam under consideration under the constraints described in the TOR.
---|---
e) Irrigation Expert (Junior)

<table>
<thead>
<tr>
<th>Educational Qualifications</th>
<th>Graduate in Civil Engineering / Water Resources Engineering</th>
</tr>
</thead>
<tbody>
<tr>
<td>Essential Experience</td>
<td>10 (Ten) years in assessment of Irrigation systems and design of Irrigation systems.</td>
</tr>
<tr>
<td>Job responsibilities</td>
<td>He will be responsible for preparation of assessment of water demand for irrigation purpose, present irrigation command area for the dam under consideration under the constraints described in the TOR.</td>
</tr>
</tbody>
</table>

F) Financial Analyst

<table>
<thead>
<tr>
<th>Educational Qualifications</th>
<th>Post Graduate in Commerce / Chartered Accountant or equivalent.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Essential Experience</td>
<td>15 (Fifteen) years in financial analysis and modeling of infrastructure projects.</td>
</tr>
<tr>
<td>Job responsibilities</td>
<td>He will be responsible for financial analysis and modeling of the Project.</td>
</tr>
</tbody>
</table>

g) GIS Expert

<table>
<thead>
<tr>
<th>Educational Qualifications</th>
<th>Post Graduation in remote sensing / GIS or graduate in civil engineering with GIS as a major subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>Essential Experience</td>
<td>5 (five) years in GIS systems</td>
</tr>
<tr>
<td>Job responsibilities</td>
<td>He will be responsible for preparation of GIS maps and integration with Google earth &amp; Survey work data.</td>
</tr>
</tbody>
</table>

h) GIS Expert (Junior)

<table>
<thead>
<tr>
<th>Educational Qualifications</th>
<th>Diploma/ Graduate in GIS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Essential Experience</td>
<td>3 (Three) years in GIS work</td>
</tr>
<tr>
<td>Job responsibilities</td>
<td>He will be responsible for preparation of GIS maps and integration with Google earth &amp; Survey work data.</td>
</tr>
</tbody>
</table>
4.8 Replacement of Personnel

4.8.1 If for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants, shall forthwith provide as a replacement to a person of equivalent or better qualifications acceptable to the Client, such replaced person shall be inducted only after approval by the Client.

4.8.2 No additional fee would be charged by the Client in case of replacement of personnel.

4.9 Period of the Assignment

4.9.1 Appointment of the consultant shall be for [3.5] months from the date of appointment, extendable for such periods as felt necessary. However no extra payment will be made for extended period.

4.10 Payment to the Consultant

4.10.1 Payment to the consultant should be made on Milestone basis. Milestones are defined as under:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Activity</th>
<th>% payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milestone I</td>
<td>Inception Report</td>
<td>3%</td>
</tr>
<tr>
<td>Milestone II</td>
<td>Submission and approval of Draft Concept Plan report</td>
<td>17%</td>
</tr>
<tr>
<td>Milestone III</td>
<td>Submission and approval with comments of Draft Feasibility Report</td>
<td>30%</td>
</tr>
<tr>
<td>Milestone IV</td>
<td>Submission and acceptance of final feasibility report</td>
<td>50%</td>
</tr>
</tbody>
</table>

4.11 Reporting:

The Consultant will work closely with the MJP or Authority. The Authority has established a Working Group (the “WG”) to enable conduct of this assignment. Chief Engineer, MJP, Aurangabad will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant’s outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant. However consultant may have to make presentation before Member
Secretary (MJP), Additional Chief Secretary (WSSD, GOM), Minister of WSSD, Cabinet of GOM or any other authorities superior to Chief Engineer MJP Aurangabad.

The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.

The Consultant will make a presentation on the inception report for discussion with the WG at a meeting. This will be a working document. The Consultant is required to prepare and submit a monthly report that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Consultant’s work on the TOR tasks should continue while the report is under consideration and is being discussed.

Regular communication with the WG and the Project Director is required in addition to all key communications. This may take the form of telephone/teleconferencing, emails, faxes, and occasional meetings.

The Deliverables will be submitted as per schedule provided in this RFP.
5.0 **General Conditions**

The General Conditions, with such modifications as appropriated, shall form part of the Agreement / Letter of Intent to be issued by the Client to the successful Bidder.

5.1 **General Conditions (GC):**

5.1.1 **Definitions**

Unless the context otherwise requires the following terms whenever used in this contract have the following meanings

(a) “Applicable law” means the law and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) “Contract” means the contract signed by the parties, to which these General Conditions of Contract are attached, together with all the related documents of such signed contract;

(c) “Effective Date” means the date on which this contract comes into force and effect pursuant to GC;

(d) “GC” means these general Conditions of contract;

(e) “Government” means the Government of India;

(f) “State Government” means the State Government of Maharashtra;

(g) “Local Currency” means Indian Rupees;

(h) “Personnel” means persons hired by the Consultants as employee and assigned to the performance the services or any part there of; “Local Personnel“ means such persons who at the time of being so hired had their domicile inside India and ‘Key Personnel' mean the personnel referred to in GC;

(i) “Party “ means the client or the Consultants, as the case may be and parties means both of them;

(j) “Services” means the work to be performed by the consultants pursuant to this contract for the purposes of the project, as described in Terms of reference hereto;
(k) “Third Party” means any person or entity other than the Government, the Client, the consultants

(l) “Client”, “MJP” means “MAHARASHTRA JEEVAN PRADHIKARAN”; represented by the Member secretary;

(m) “Technical Proposal” means the technical proposal submitted by the Consultants and accepted by the MJP;

(n) “Chief Engineer”, “CE” means the Chief Engineer of MJP Aurangabad;

(o) “Superintending Engineer” means the Superintending Engineer of MJP subordinate to Chief Engineer Aurangabad.

(p) “Executive Engineer” means the Executive Engineer of MJP subordinate to Chief Engineer Aurangabad.

(q) Engineer-in-charge – Any person designated by Chief Engineer, MJP, Aurangabad for the project.

5.2 Relations between the parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the MJP and the consultants. The consultants, subject to this contract, have complete charge of Personnel performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder.

5.3 Law Governing Contract

This contract, its meaning, interpretation, and the relation between the Parties shall be governed by the Applicable Law of India and Maharashtra State.

5.4 Language

This contract has been executed in English, which shall be binding and controlling language for all matters relating to their interpretation of this contract.

5.5 Headings

The headings shall not limit, alter or affect the meaning of this contract.
5.6 **Notices**

5.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such party at the address specified.

5.6.2 A party may change its address for notice hereunder by giving the other party notice of such change.

5.7 **Location**

The Services shall be performed at such locations as approved by the MJP hereto and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the MJP may approve.

5.8 **Authorized Representatives**

Any action required or permitted to be taken, and document required or permitted to be executed, under this contract by the MJP or the consultants may be taken or executed by the officials.

5.9 **Taxes and Duties**

The consultants shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

5.10 **Commencement, completion, modification and termination of contract**

5.10.1 **Effectiveness of Contract**

This contract shall come into force and effect on the date (the “Effective Date”) of the MJP’s notice to the consultants instructing the consultants to begin carrying out the services (work order date).

5.10.2 **Termination of contract for Failure to become Effective**

If this contract has not become effective within three months after the date of the contract signed by the parties as shall be specified in the GC, either party may, by not less than four (4) weeks written notice to the other party, declare this contract to be null and void and in the event of such a declaration by either party neither party shall have any claim against the other party with respect hereto.
5.10.3 **Commencement of services**

The Consultants shall begin carrying out the services at the end of such time period after the effective date as shall be specified in the RFP.

5.10.4 **Expiration of contract**

Unless terminated earlier pursuant to GC hereof, this contract shall expire when services have been completed and all payments have been made at the end of such time period after the effective date as shall be specified in the RFP.

5.10.5 **Entire Agreement**

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

5.10.6 **Modification**

Modification of the terms and conditions of this contract, including any modification of the scope of the services, may only be made by written agreement between the parties, however each party shall give due consideration to any proposals for modification made by the other party.

5.11 **Force Majeure**

5.11.1 **Definition**

(a) For the purposes of this contract, “Force Majeure” means an event which is beyond the reasonable control of a party and which makes parties performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party’s sub consultants or agents or
employees, nor (ii) any event which a diligent party could reasonably have been expected to both [A] take into account at the time of the conclusion of this contract and [B] avoid or overcome in the carrying out its obligations hereunder.

5.11.2 No Breach of Contract

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

5.11.3 Measures to be taken

(a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such party’s inability to fulfill its obligations hereunder with minimum of delay.

(b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon possible.

(c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

5.11.4 Extension of Time

Any period which a party shall pursuant to this contract complete any action or task shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure by the Chief Engineer MJP Aurangabad.

5.11.5 Payments

During the period of their inability to perform the services as a result of an event of Force Majeure, the consultants shall not be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.
5.11.6 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

5.11.7 Suspension

The MJP may by written notice of suspension to the consultants, suspend all payments to the consultants hereunder if the consultants fail to perform any of their obligations under this contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the Consultants to remedy such failure within the period not exceeding thirty (30) days after the consultants of such notice of suspension.

5.12 Termination

The MJP may by not less than thirty (30) days written notice of termination to the consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than forty five (45) days, such notice to be given after the occurrence of the events specified in the paragraph (a) through (f) of this GC to terminate this contract.

(a) If the consultants fail to remedy in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GC herein above, within thirty (30) day of receipt of such notice of suspension or within such further period as the MJP may have subsequently approved in writing;

(b) If the consultants become (or, if the consultants consist of more than one entity, if any of their members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
(c) If the consultants submit to the MJP a statement which has a material effect on the rights, obligations or interests of the MJP and which the consultants know to be false;

(d) If as the result of Force Majeure, the consultants are unable to perform a material portion of the services for a period of not less than thirty (30) days; or

(e) If the MJP, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

5.13 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to GC hereof, or upon expiration of this Contract to GC hereof, all rights and obligations of the Parties hereunder shall cease, except:

(i) Such rights and obligations as may have accrued on the date of termination or expiration;

(ii) The obligation of confidentiality set forth in GC hereof;

(iii) Any right which a Party may have under the Applicable Law.

5.14 **Cessation of Services**

Upon termination of this Contract by notice of MJP, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the MJP, the Consultants shall proceed as provided, respectively, by GC hereof.

5.15 **Payment upon Termination**

Upon termination of this Contract pursuant to GC hereof, the MJP shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the MJP):

(i) Remuneration pursuant to GC hereof for Services satisfactorily performed prior to the effective date of termination
(ii) Reimbursable expenditures pursuant to GC hereof for expenditures actually incurred prior to the effective date of termination;

5.16 **OBLIGATIONS OF THE CONSULTANTS**

5.16.1 **Standard of Performance**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisors to the MJP, and shall at all times support and safeguard the MJP’s legitimate interests in any dealings with third parties.

5.16.2 **Law Governing Services**

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that the personnel and agents of the Consultants comply with the Applicable Law. If required the MJP shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

5.17 **Conflict of Interests**

5.17.1 The MJP requires that the Bidders provide professional, objective, and impartial advice and at all times hold the MJP’s interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

- Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- A Bidder (including its Personnel and their Sub-Consultants) that has a business or family relationship with a member of the MJP’s staff who is directly or indirectly involved in any part of
i. The preparation of the Terms of Reference of the Assignment/job;
ii. The selection process for such Assignment/job; or
iii. Supervision of the Contract;

May not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the MJP throughout the selection process and the execution of the Contract.

5.17.2 No agency or current employees of the MJP shall work as Consultants under their own ministries, departments or agencies.

5.17.3 **Consultants not to benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to GC hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to GC hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that shall not receive any such additional remuneration.

5.17.4 **Procurement Rules**

If the Consultants, as part of the Services, have the responsibility of advising the MJP on the procurement of goods, works or services, the Consultants shall at all times exercise such responsibility in the best interest of the MJP. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the MJP.

5.17.5 **Consultants and Affiliates not to engage in certain Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any other sub-consultant and any entity affiliated with such sub-Consultants, shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any project resulting from or closely related to the Services.
5.17.6 **Prohibition of Conflicting Activities**

Neither the consultants nor the personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

(a) During the term of this Contract, any business or professional activity in the Governments’ country which would conflict with the activities assigned to them under this Contract; or

(b) After the termination of this contract, such other activities as may be specified in the GC.

5.18 **Confidentiality**

The Consultants and the personnel of either of them shall not, either during the term or after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the Services, this Contract or the MJP’s business or operations without the prior written consent of the MJP.

5.19 **Liability of the Consultants**

Subject to additional provisions, if any, set forth in the RFP, the Consultants’ liability under this contract shall be as provided by the Applicable Law.

5.20 **Insurance to be taken by the Consultants**

The Consultants (i) shall take out and maintain, at their own cost but on terms and conditions approved by the MJP, insurance against the risks, and for the coverage’s, as shall be specified in this RFP, and (ii) at the MJP’s request, shall provide evidence to the MJP showing that such insurance has been taken out and maintained and that the current premiums thereof have been paid.

5.21 **Accounting, Inspection and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof and (ii) shall permit the MJP or its designated representative periodically, and up to one year from the expiration of termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the MJP.
5.22 **Consultants’ Actions requiring MJP’s prior Approval**

The Consultants shall obtain the MJP’s prior approval in writing before taking any of the following actions:

(a) Appointing such members of the Personnel as are listed in Technical proposal merely by title but not by name.

5.23 **Reporting Obligations**

The Consultants shall submit to the MJP the reports and documents specified in Terms of Reference, in the form, in the numbers and within the time periods as specified.

5.24 **Documents prepared by the Consultants to be the Property of the MJP**

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the MJP, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the MJP, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. Restrictions about the future use of these documents, if any, shall be specified in the RFP.

5.25 **Equipment and Materials furnished by the MJP**

Equipment and the materials made available to the Consultants by the MJP or purchased by the Consultants with funds provided by the MJP shall be the property of the MJP and shall be marked accordingly. Upon termination or expiration of this contract, the Consultants shall make available to the MJP an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the MJP’s instructions. While in possession of such equipment and materials, the Consultants unless otherwise instructed by the MJP in writing shall insure them at their cost in an amount equal to their full replacement value.

5.26 **Consultants Personnel**

**General**

The consultants shall employ and provide such qualified and experienced personnel as are required to carry out the services.
5.26.1 **Description of Personnel**

(a) The titles, job descriptions, minimum qualification and estimated periods of engagement in carrying out of the services of each of the consultant's Key personnel as described in Technical proposal. If any of the key personnel has already been approved by the MJP, his/her name is listed as well.

(b) If the additional work is required beyond the scope of the services specified in Terms of reference the estimated periods of engagement of key personnel set forth in Technical proposal may be increased by agreement in writing between the MJP and the consultants provided that any such increase shall not except as otherwise agreed cause payments under this contract to exceed the ceilings set forth in GC of this contract.

5.26.2 **Approval of personnel**

The key personnel listed by title as well as by name in Technical Proposal and accepted by the MJP shall deemed to be approved by the MJP. In respect of other Key Personnel that the consultants propose to use in carrying out of the service, the consultants shall submit to the MJP for review and approval a copy of their biographical data. If the MJP does not object in writing (stating the reasons for the objection) within twenty one (21) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such key personnel shall be deemed to have been approved by the MJP.

5.26.3 **Removal and/or Replacement of Personnel**

(a) Except as the MJP may otherwise agree, no changes shall be made in the Key Personnel. If, for any reasons beyond the reasonable control of the consultants, it becomes necessary to replace any of the personnel, the consultants shall forthwith provide as a replacement another person of equivalent or better qualifications.

(b) If the MJP (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the consultants shall at the MJP's written request specifying the
grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the MJP.

5.2.6.4 **Resident Project Manager**

If required, the consultants shall ensure that at all times during the consultants performance of the services in the Government’s country, a resident project manager, acceptable to the MJP, shall take charge of the performance of such services.

**5.27 OBLIGATIONS OF THE MJP**

5.2.7.1 **Assistance and exemptions**

Unless otherwise specified in the RFP, the MJP shall use its best efforts to ensure that the MJP shall:

(a) Assist the consultants, and Personnel in obtaining work permits and such other documents as shall be necessary to enable the Consultants, or Personnel to perform the services;

(b) Provide to the consultants and personnel any such other assistance as may be specified in the RFP.

(c) MJP may provide, at request, office space of approximately 200 sq ft at Aurangabad, Maharashtra. However office furniture, other utilities will have to be arranged and paid by consultant.

5.2.7.2 **Access to Land**

The MJP will provide necessary permission that the consultants shall have, free of charge, unimpeded access to all land in the Government’s country in respect of which access is required for the performance of the services. The MJP will not be responsible for any damage to such land or any property thereon resulting from such access and will not indemnify the consultants and each of the personnel in respect of liability for any such damage. Consultant must insure against such risks.

5.2.7.3 **Changes in the Applicable Law**

If after the date of this contract, there is any change in the Applicable Law with the respect to GST which increase or decrease the cost, the difference will be paid or recovered.
5.27.4 **Services, Facilities and Property of the MJP**

The MJP shall make available to the Consultants and the personnel, for the purposes of the Services and free of any charge, the Services, facilities and properties described in Terms of reference at the times and in the manner specified in said Terms of reference, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the services (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to GC hereinafter.

5.27.5 **Payment**

In consideration of the Services performed by the consultants under this Contract, the MJP shall make to the Consultants such payments and in such manner as is provided by the GC of this Contract.

5.28 **Payments to the Consultants**

5.28.1 **Currency of Payment**

All payments shall be made in Indian Rupees.

5.28.2 **Mode of Billing and Payment**

Billing and payment in respect of the Services shall be made as follows:

(a) As soon as practicable and not later than fifteen (15) days after approval of milestones specified in RFP during the period of Services, the Consultants shall submit to the MJP, in duplicate, as per payment schedule.

(b) The MJP shall cause the payment of the Consultants periodically as given in schedule of payment as per availability of funds after the receipt by the MJP of bills with supporting documents. Only such portion of a statement that is not satisfactory supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the MJP may add or subtract the difference from any subsequent payments.
(c) The final payment under this clause shall be only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the MJP as per milestone chart & payment schedule given in RFP. The Services shall be deemed completed and finally accepted by the MJP and the final report and the final statement shall be deemed approved by the MJP as satisfactory as per funds availability after receipt of the final report and final statement by the MJP. MJP shall gives written notice to the Consultants specifying in detail the deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the MJP has paid or caused to be paid in accordance with this in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the MJP within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the MJP for reimbursement must be made within twelve (12) calendar months after receipt by the MJP of a final report and a final statement approved by the MJP in accordance with the above.

(d) All payments under this Contract shall be made to the account of the Consultants specified in the RFP.

5.29 Penalty for Delay in tender Activities:

The period for tender activities is specified in Milestones. If the consultant does not complete the activities within the period as stipulated, then the penalty @ 3% of contract value per month will be levied. Such reduction shall be limited to the 10% of the total payable amount towards the contract. If agency fails to keep the progress of work, the review will be taken from time to time and % of penalty will be increased.

However, if next or final milestone is achieved within stipulated period then such penalty will be waived off.

If penalty exceeds 10% of the contract value, then contract is liable for termination.

After termination, the balance work will be carried out at the risk and cost of the consultant.
5.30 Extension to time limit to tender activities:

a) If there is delay due to Force Majeure, to complete the tender activities by the consultant, then in such case extension without penalty may be given on written request of consultant.

b) The decision of Chief Engineer for granting extension and penalty shall be final and binding.

5.31 FAIRNESS AND GOOD FAITH

5.31.1 Good Faith

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

5.31.2 Operation of the Contract

The parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of the Contract, and the parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either party believes that this Contract is operating unfairly, the parties will use their best efforts to agree on such actions as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this shall give rise to a dispute subject to arbitration in accordance with hereof.

5.32 SETTLEMENT OF DISPUTES

5.32.1 Amicable Settlement

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

5.32.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this contract which cannot be settled amicably within thirty (30) days after receipt by one party on the other party’s request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in RFP.
5.32.3 If a dispute of any kind whatsoever arises between the Engineer-in-charge and the Consultants in connection with, or arising out of, the Contract or the scope of the work, whether during the study period or after completion of the study and whether before or after repudiation or termination of the Contract, including any dispute as to any opinion, instruction, determination, certification or valuation of the Engineer-in-charge, the matter shall be in the first place, be referred in writing to the Engineer-in-charge within 30 days of its occurrence for review, with a copy to the Engineer-in-charge.

If the Consultant fails to refer the dispute for review within 30 days, the Engineer-in-charge’s decision shall be final and binding on the Consultants. Such reference shall state that it is made pursuant to this. No later than the fourteenth day after the day on which he received such reference, the Engineer-in-charge shall give notice of his decision to the Engineer-in-charge and the Consultants. Such decision shall state that it is made pursuant to this Clause.

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

5.32.4 If either the Engineer-in-charge or the Consultants disagrees with the decision of the Engineer-in-charge, the decision shall then be referred by the Engineer-in-charge or by the Consultants, within 30 days of the decision of the Engineer-in-charge to the Chief Engineer, MJP for the project. A copy of such reference shall also be endorsed to the Engineer-in-charge. The Chief Engineer, MJP shall give his advice in writing to the Engineer-in-charge within 30 days of receipt of notification by it. The Chief Engineer, MJP may call upon the Engineer-in-charge and the Consultants to hear their case before giving his advice. The Engineer-in-charge shall then take appropriate decision on the said advice of the Chief Engineer, MJP and communicate to the Consultants within 30 days failing which the advice of the Chief Engineer, MJP shall be binding on the Engineer-in-charge.

5.32.5 If the decision of the Engineer-in-charge reached on consideration of the advice of the Chief Engineer, MJP is not acceptable to the Consultant; the Consultant may notify the
Engineer-in-charge within 30 days of the receipt of the said decision, failing, which the Engineer-in-charge’s decision shall be final and binding on the Consultants.

If either the Engineer-in-charge or the Consultant disagrees with the decision of the Chief Engineer, MJP, the decision shall then be referred by the Engineer-in-charge or by the Consultant, within 30 days of the decision of the Chief Engineer, MJP to the Member Secretary, MJP. A copy of such reference shall also be endorsed to the Engineer-in-charge, Chief Engineer and to the Member Secretary, MJP. The Member Secretary MJP shall give his advice in writing to the Engineer-in-charge within 30 days of receipt of notification by it.

The Member Secretary, MJP may call upon the Chief Engineer, Engineer-in-charge and the Consultants to hear their case before giving his decision. The decision of the Member Secretary, MJP will be final and binding on the Consultant.

No arbitration is allowed under this contract.

5.33 FORECLOSURE

5.33.1 The MJP may, by not less than thirty (30) days written notice of foreclosure (the expiry of the notice period whereof being the date of termination) to the Consultants, without assigning any reason whatsoever at any stage of the contract, terminate the contract.

5.33.2 Upon termination of this contract, the Consultants shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents/reports prepared by the Consultants up to and including the date of termination to the MJP.

5.33.3 The Consultants shall be duly paid for the milestone completed till the date of termination.
6.0 Annexures

6.1 Technical Proposal – Standard Forms

Form TECH-1:
Technical Proposal Submission Form
[To be printed on Company’s Letter Head]

To:
[Name and address of Client] [Location, Date]

Subject:- Bid for Consultancy services for Preparing the Feasibility report for Integrated Marathwada Water Grid Project

Dear Sir:

I/ We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal. I / We __________________________ consultant / consultancy firm herewith enclose the documents required for Technical proposal as per the chapter “Instructions to Bidders” And Important Information.

I/We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]2

I/We have read the provisions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

I/We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

I/We agree to abide by this Proposal, consisting of this letter, Technical & Financial Proposal,

1 Comments in brackets [ ] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.
2 [Delete in case no association is foreseen.]
the duly notarized written power of attorney, and all attachments including the presentation to be made to the evaluation Committee, it shall remain binding upon us and at any time before the expiration of the period of engagement.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

I/ We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the 7 days from the date of issue of LoI.

I/We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:
Name of Firm:
Address:
Telephone no:
Fax No:
Email id:
Form Tech II:
Format of Details of Bidder

Bid for Consultancy services for Preparing the Feasibility report for Integrated Marathwada Water Grid Project.

Details of Bidder

<p>| | |</p>
<table>
<thead>
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<tbody>
<tr>
<td>a</td>
<td>Name of Bidder with full address :</td>
</tr>
<tr>
<td>b</td>
<td>Tel. No. :</td>
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<tr>
<td>c</td>
<td>Fax No. :</td>
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<td>d</td>
<td>Email :</td>
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<td>e</td>
<td>Year of Incorporation. :</td>
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<tr>
<td>f</td>
<td>Name and address of the person holding the Power of Attorney :</td>
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<tr>
<td>g</td>
<td>(i) Place of Business. :</td>
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<td></td>
<td>(ii) Date of Registration. :</td>
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<td>h</td>
<td>Name of Bankers with full address. :</td>
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<td>i</td>
<td>GST Registration Number (copy) in case of Indian company :</td>
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<td>j</td>
<td>Name and details (Tel / Mobile) of contact persons :</td>
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<td>k</td>
<td>E mail of contact persons :</td>
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</table>
Bid for Consultancy services for Preparing the Feasibility report for Integrated Marathwada Water Grid Project

In case of a JV/Consortium:

- The information above should be provided for all the members of the consortium.
- Information regarding role of each member should be provided as per table below:

<table>
<thead>
<tr>
<th>No.</th>
<th>Name of Member</th>
<th>Role (Specify Lead Member/ Other Member)</th>
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<tbody>
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<td>2.</td>
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</table>
**Form Tech IV:**
Format for Financial Capability of the Bidder
(Equivalent in INR millions)

Bid for Consultancy services for Preparing the Feasibility report for Integrated Marathwada Water Grid Project

<table>
<thead>
<tr>
<th>Financial year</th>
<th>Annual Turnover related to Consultancy work of piped water network (in Millions)</th>
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<tbody>
<tr>
<td>2014-15</td>
<td></td>
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<tr>
<td>2015-16</td>
<td></td>
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<tr>
<td>2016-17</td>
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</tbody>
</table>

- In case the Bidder is a Consortium, for the purpose of evaluation on financial parameters, financial parameters of the lead members shall be considered for evaluation.
- Bidders have to attach the copy of Certificate of Average Annual Turnover for last 3 Financial Years duly certified by the Statutory Auditor of the Bidder.
Bid for Consultancy services for Preparing the Feasibility report for Integrated Marathwada Water Grid Project

COMPOSITION OF THE PROPOSED TECHNICAL & SUPPORT STAFF TEAM AND THE TASK ASSIGNED TO EACH TEAM MEMBER

1. **Technical/ Managerial Staff**

<table>
<thead>
<tr>
<th>S.No</th>
<th>Name</th>
<th>Present Commitment</th>
<th>Proposed Commitment* On the project</th>
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<td>Project</td>
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2. **Support Staff**

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<th>S.No</th>
<th>Name</th>
<th>Present Commitment</th>
<th>Proposed Commitment* On the project</th>
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<td>Project</td>
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Note: 2. “Work plan/ Time schedule” may be attached indicating the above information.

Note: List of Total number of Technical Staff and the Support Staff on the regular payroll of the Company shall have to be attached on a separate sheet.
Format VI
******

Format VII

Bid for Consultancy services for Preparing the Feasibility report for Integrated Marathwada Water Grid Project

**DETAILS OF KEY PERSONNEL**
(Deployed for this Project)

<table>
<thead>
<tr>
<th>No</th>
<th>Key Position</th>
<th>Name of staff</th>
<th>Name of Firm</th>
<th>Qualification</th>
<th>Years of Experience</th>
<th>Man-days proposed</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
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Format VIII
EXPERIENCE

Bid for Consultancy services for Preparing the Feasibility report for Integrated Marathwada Water Grid Project

APPLICANT’S EXPERIENCE OF RELEVANT PROJECTS
(BOTH COMPLETED AND ON GOING PROJECTS)

Give information in the following format

<table>
<thead>
<tr>
<th>1.</th>
<th>Project Title &amp; location</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Name of client and address</td>
</tr>
<tr>
<td>3.</td>
<td>Describe area of participation (Specific Services rendered by the Applicant) Status of Projects in hand</td>
</tr>
<tr>
<td>4.</td>
<td>a) Period of Services rendered for the project b) Professional man-months rendered for the project</td>
</tr>
<tr>
<td>5.</td>
<td>Consultancy fees for the project (In Indian Rupees)</td>
</tr>
<tr>
<td>6.</td>
<td>Total Project Cost (In Indian Rupees)</td>
</tr>
<tr>
<td>7.</td>
<td>Whether the Project was handled in Joint Venture or Consortium (If Yes, specify the JV/Consortium partners and their role (Area of participation) in the project)</td>
</tr>
<tr>
<td>8.</td>
<td>Whether any Sub Consultant was involved If Yes; Specify their area of participation in the project</td>
</tr>
</tbody>
</table>

Note: 1.) Supporting documents like work order, completion Certificates and correspondence detail with name, phone no., fax no. and Email of the client in support of each of the above projects to be furnished.

2) Consultants shall fill and submit the information in the table given below

Relevant Experience of the Firm

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Name of the Assignment &amp; location</th>
<th>Name of the Client</th>
<th>Address, contact and Email of the client</th>
<th>Duration of the Assignment From (Date) To (Date) Total months</th>
<th>Total pipe line details in Assignment</th>
<th>Trunk main length &amp; dia</th>
<th>Total cost of the Assignment (Rs.Millions)</th>
<th>Remarks</th>
</tr>
</thead>
</table>


Form Tech IX:

Description of Approach, Methodology and Work Plan for Performing the Assignment

Bid for Consultancy services for Preparing the Feasibility report for Integrated Marathwada Water Grid Project

[Technical approach, methodology and work plan are key components of the Technical Proposal. Consultant should explain their understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Consultant should also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.]

The approach and methodology will be detailed precisely under the following topics.

1) Composition of the team [not more than 2 pages]

2) Methodology for services, surveying, data collection and analysis [not more than 2 pages]

3) Work plan and man power plan [not more than 2 pages]

Note: 1) Marks will be deducted for writing lengthy and out of context approach and methodology for the assignment.
2) Consultant may be required to make presentation on approach and methodology.
Form Tech X:
Team composition and CV of Key Professionals

Bid for Consultancy services for Preparing the Feasibility report for Integrated Marathwada Water Grid Project

1. Proposed Position: ---------------------

2. Name of Firm [Insert name of firm proposing the staff]: ------------------------

3. Name of Staff [Insert full name]: ---------------------------------------------

4. Date of Birth: --------------------- Nationality: ------------------------

5. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: ------------------------

6. Membership of Professional Associations: ---------------------------------------

7. Other Training [Indicate significant training since degrees under 5 - Education were obtained]: --------------------------------------------

8. Countries of Work Experience: [List countries where staff has worked in the last ten years]: -----------------------------------------

9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: -----------------------------------------

10. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below):

    Dates of employment: From TO
    Name of employing organization:
    Positions held:
    From [Year]: To [Year]:
    Engineer-in-charge:
    Positions held
    (attach relevant experience certificates)

11. Detailed Tasks Assigned [List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff to handle the tasks listed under point 11.]

<table>
<thead>
<tr>
<th>Name of assignment or project: Year:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location:----------------------------</td>
</tr>
<tr>
<td>Client:-------------------------------</td>
</tr>
<tr>
<td>Main project features:---------------</td>
</tr>
<tr>
<td>Positions held:---------------------</td>
</tr>
<tr>
<td>Activities performed:---------------</td>
</tr>
</tbody>
</table>
13. **Certification:**

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

-----------------------------------------------------------------------------------------------------------------  

Date: -------------------

[Signature of staff member or authorized representative of the staff]

Day/Month/Year

Full name of authorized representative:

*Note: 1.) Supporting documents like experience Certificates and correspondence detail with name, phone no., fax no. and Email of the client in support of each of the above projects to be furnished.

2) Consultants shall fill and submit the information in the table given below*

### Relevant Experience of the Firm’s Key Professional staff

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Name of Staff</th>
<th>Qualifications</th>
<th>Total years of experience</th>
<th>Relevant experience</th>
<th>Duration</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Name of Assignment</td>
<td>Client's address and contact no with email id</td>
<td>From (Date)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Position</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Form Tech XI:
**Compliance Sheet for Technical Proposal**

**Bid for Consultancy services for Preparing the Feasibility report for Integrated Marathwada Water Grid Project**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
<th>Compliance</th>
<th>Reference &amp; Page No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Covering Letter for Technical Proposal</td>
<td>As per Form Tech-I</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Average turnover from consulting services related to total consultancy and consultancy to water supply projects etc. in last 3 years (Turnover in Rs Millions )</td>
<td>Extracts from the audited Balance sheet and Profit &amp; Loss; <strong>OR</strong> Certificate from the statutory auditor</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Full-time professional staff engaged in consulting services (Number of Staff) (As per requirement specified in Technical evaluation)</td>
<td>A self certification from authorized signatory</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Experience relevant to this engagement (As per requirement specified in Technical evaluation)</td>
<td>Completion Certificates from the client; <strong>OR</strong> Work Order + Self Certificate of Completion (Certified by the Statutory Auditor)</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Approach &amp; Methodology, Understanding and work Plan (As per the requirements specified in Technical evaluation)</td>
<td>A note (as per Form Tech-IX)</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Team Composition (As per requirement specified in Technical evaluation)</td>
<td>CV for key positions &amp; a Note Form V, VII and X)</td>
<td>Yes / No</td>
<td></td>
</tr>
</tbody>
</table>
Form Tech XII :
Proposed Work Schedule & Project Plan

Bid for Consultancy services for Preparing the Feasibility report for Integrated Marathwada Water Grid Project

In this section Consultant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Purchaser), and delivery dates of the reports.

The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports to be delivered as final output, should be include CPM/PERT chart.

The above should be substantiated with the project plan. The project plan should be consistent with the Work Schedule.
6.2 Financial Proposal- Standard Form

**Form Fin 1:**
Format for Financial Bid

Date: ……./……/2017

Client’s Name and Address

Dear Sir,

Sub: Invitation of Bids for Appointment of Consultant for preparing feasibility preparing the Feasibility report for Integrated Marathwada Water Grid Project

We offer to complete the Project as per scope of work specified in the Bid Document and on the stipulated terms and conditions and other particulars therein and I/We hereby submit the offer as follows:

1. The total consultancy fee including GST and all taxes for the Preparation of the Feasibility report for Integrated Marathwada Water Grid Project

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Nature of Services</th>
<th>Consultancy Fees (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>In Figures</td>
</tr>
<tr>
<td>1</td>
<td>Preparation of the Feasibility report for Integrated Marathwada Water Grid Project</td>
<td></td>
</tr>
</tbody>
</table>

2. This Bid and all other details furnished by us shall constitute a part of our offer. We understand that you are not bound to accept the lowest or any Bid you receive.

3. We agree that our offer shall remain valid for a period of 120 days from the last date prescribed for submission of Bid.

4. We also understand that, in case any difference between the quoted amount in words and figures, the lowest quote between two will be taken as final.

5. We have carefully read all the terms & conditions of the Bid Document, pre proposal conference minutes, addendum and corrigendum. Pre proposal conference minutes, addendum and corrigendum has been duly signed on each page in token of having accepted all the terms of conditions therein have been submitted along with technical Bid.

Yours faithfully,

Signature & Seal

Company Name and Address
6.3 FORMAT FOR POWER OF ATTORNEY

[To be provided in original as part of Technical Proposal on stamp paper of value required under law duly signed by ‘Bidder’ for the tender]

Dated: _______

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we ______ [name and registered office address of the Bidder] do hereby constitute, appoint and authorize Mr. _____ [Name of the Person[s]], domiciled at ______ [Address], acting as ____ [Designation and the name of the firm], as Authorized Signatory and whose signature is attested below, 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 our Proposal for award of Agreement “Selection of consultant ………………………….., Maharashtra” involving the deliverables as per agreement with Maharashtra Jeevan Pradhikaran vide Request of Proposal (Tender Document) Document dated __, issued by Maharashtra Jeevan Pradhikaran, including signing and submission of all documents and providing information and responses to clarifications/ enquiries etc. as may be required by MJP or any governmental authority, representing us in all matters before MJP and generally dealing with Maharashtra Jeevan Pradhikaran in all matters in connection with our Proposal 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 shall and shall always be deemed to have been done by us.

For ------------------
[Signature]

[Name, Title and Address]

Accept
[Attested signature of Mr.__________________________]
[Name, Title and Address of the Attorney]