

**Maharashtra State Electricity Distribution Company Limited
(MSEDCL)**



Request for Proposal

for

Appointment of Agriculture Implementing Agency (AgIA)

for

Agricultural DSM Pilot Project in Solapur Circle

Bid Specification No: CE/DSPC/AgDSM A/T-2/09-10

Issued by

Chief Engineer (Dist. Special Projects Cell)

February 2010

Maharashtra State Electricity Distribution Company Ltd.
Prakashgad, Bandra (E), Mumbai 400 051

Bid specification for Appointment of AgIA for Agricultural DSM Pilot Project in Solapur Circle

This RFP Document, containing the **Request for Proposal** (“RFP”) along with Exhibits / Annexure as per index is issued to -

M/s. _____

Notes/ Disclaimer:

1. This document is not transferable.
2. Though adequate care has been taken while preparing and issuing the RFP, the Bidder should satisfy himself that documents are complete in all respects.
3. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received by this office from any Bidder within ten days from the date of issue of this document, it shall be considered that the issued document is complete in all respects and has been received by the Bidder.
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5. The RFP is not intended to provide the basis of any investment decision and each prospective Bidder must make its own independent assessment in respect of the Project. No person has been authorized by MSEDCL to give any information or to make any representation not contained in the RFP.
6. Nothing in the RFP should be relied on, as a promise or representation as to the future.
7. MSEDCL or its authorized officers reserve the right, without prior notice, to change the procedure for the identification of the Selected Bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the Project without assigning reasons thereof.

8. Neither MSEDCL nor its employees or consultants will have any liability to any prospective Bidder or any other person under law, equity or contract, or otherwise for any alleged loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in the RFP, any matter deemed to form part of the RFP, the award of the Project, the project information and any other information supplied by or on behalf of MSEDCL or their employees, any consultants or otherwise arising in any way from the Selection Process for the Project.
9. MSEDCL reserves the right to change, modify, add to or alter the Selection Process including inclusion of additional evaluation criteria.
10. MSEDCL reserves the right to change, modify or alter any or all the provisions of this document. Such a change would be intimated to all parties procuring this document.
11. MSEDCL reserves the right to reject any or all of the Bids submitted in response to the RFP at any stage without assigning any reasons whatsoever.

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1. DEFINITIONS AND ABBREVIATIONS

1.1 Definitions

Affiliate

Shall mean a company that either directly or indirectly

- i. controls or
- ii. is controlled by or
- iii. is under common control with

a Bidding Company (in the case of a single company) or a Member Company (in the case of a Consortium) and “**control**” means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company;

Agriculture Implementing Agency (AgIA)

Shall mean the Bidder selected as per the provisions of Clause 5.5 of this RFP;

Average Revenue Realization

Shall mean the total revenue collected per unit energy supplied by MSEDCL at input points on annualized basis. The same shall be computed as:

Average Revenue Realization = (Total Revenue Collected + Total Subsidy Amount) / Total energy input

Bid

Shall mean the Technical Proposal and Financial Proposal submitted in response to this RFP issued by MSEDCL;

Bidder

Shall mean the Bidding Company or Bidding Consortium;

Bidding Company

Shall mean such single company that has submitted the Bid in accordance with the provisions of this RFP;

Bidding Consortium or Consortium

Shall mean a group of companies that has collectively submitted the Bid in accordance with the provisions of this RFP

Distribution Licensee

Shall mean MSEDCL;

Energy Efficient Pump set

BEE 4 star & above agricultural pump-sets as per the existing models available in the Market with specifications as set forth in clause 3.4.1

Energy Service Company (ESCO)

A company accredited by Bureau of Energy Efficiency as ESCO

Expiry Date

Shall mean the fifth anniversary of the Effective Date;

Effective Date

Shall mean the date on which the agreement is signed by both the Parties and is in force;

Financial Proposal/Financial Bid

Shall mean the proposal of the Bidder setting out the savings that are proposed to be achieved for different years of the term of agreement as set forth in clause 5.5;

Lead Member

Shall mean the Member Company who is in charge of developing the Project and who commits at least 51% in the Project and so designated by other Member Company (ies) in accordance with the Consortium Agreement specified in Exhibit 8 of this RFP;

Member Company

Shall mean each company in the Bidding Consortium which has executed the Consortium Agreement as provided in Exhibit 8 of this RFP;

Parties

Shall mean a reference to the selected Bidder and MSEDCL collectively and “Party” shall mean an individual reference to either one of them;

Promoter(s)

Shall mean a company holding not less than 26% of the paid up equity capital either directly or indirectly in the Bidding Company or in the Member of a Bidding Consortium, as the case may be. In the event of an indirect holding in Bidding Company through a chain of company/ companies, the percentage of holding would be considered on proportionate terms

Any bank or financial institution would not be a Promoter.

RFP Document

Shall mean this Request for Proposal document comprising of three volumes: issued to the Bidders seeking Technical and Financial Proposals;

Volume-1: Request for Proposal

Volume-2: Annexures (Draft Contract / Agreement between MSEDCL & AgIA and the Draft Contract / Agreement between Farmer & AgIA)

Volume-3: Detailed Project Report (DPR) of Ag DSM Pilot Project in Maharashtra

Technical Proposal/Technical Bid

Shall mean the proposal of the Bidder setting out details as set forth in Clause 5.4 of this Document.

Wide voltage EEPS

EEPS operating under the voltage variation accepted as per Indian electricity act, 2003

(The words used in this document shall carry the same meaning as defined herein. Any word, phrase not defined here shall carry the meaning as is usually connoted in trade parlance or as is defined under the prevalent electricity laws).

1.2 Abbreviations

Ag DSM:	Agriculture Demand Side Management
AgIA:	Agriculture Implementing Agency
BEE:	Bureau of Energy Efficiency
EEPS:	Energy Efficient Pump Set
EMD:	Earnest Money Deposit
EoI:	Expression of Interest
FY:	Financial Year
HP:	Horse Power
HT:	High Tension
INR:	Indian Rupees
IST:	Indian Standard Time
IT:	Information Technology
KM:	Kilometer
kV:	Kilo Volt
LoI:	Letter of Intent
LT:	Low Tension
MERC:	Maharashtra Electricity Regulatory Commission
MoU:	Memorandum of Understanding
MSEDCL:	Maharashtra State Electricity Distribution Company Ltd.
MU:	Million Units
O&M:	Operations & Maintenance
RFP:	Request for Proposal
R&M:	Repair & Maintenance
SD:	Security Deposit
SEB:	State Electricity Board
STU:	State Transmission Utility
T&D:	Transmission & Distribution

2. INTRODUCTION

2.1. Background Information

- 2.1.1 Maharashtra State Electricity Distribution Company Limited (MSEDCL) came into existence on June 6, 2005 after unbundling the erstwhile Maharashtra State Electricity Board into four companies. MSEDCL is also known as Mahavitaran or Mahadiscom. Mahadiscom is one of the largest public sector company engaged in the business of electricity distribution with annual turnover of Rs. 21,278 Crores. It serves 156.96 Lakh consumers in Maharashtra State with a committed pool of over 75000 employees. MSEDCL is a company registered under The Companies Act, 1956 and entrusted with the function of undertaking power distribution in the State of Maharashtra.
- 2.1.2 MSEDCL recognizes that India's Agricultural Sector consumes 30-40% of total electricity, up from 10% during 1970s. This coupled with high inefficiencies in the existing pumping systems has deteriorated the performance of this sector. Energy efficiency through Agriculture Demand Side Management promises immense opportunity in reducing the overall power consumption, improving efficiencies of ground water extraction and reducing the subsidy burden on states without sacrificing the service obligation to this sector.
- 2.1.3 MSEDCL has aggressively implemented Demand side management and consumer awareness programs to help reduction in demand spurt. MSEDCL has taken several demand side management measures to bring down the load shedding in Pune to approximately 1000 to 1100 MWh/day. The distributed generation model for mitigating load shedding in the Pune urban circle was developed by MSEDCL in consultation with the Confederation of Indian Industry (CII). CII proposed to utilise surplus power available from Captive Power Producers (CPPs) during peak hours and make available the grid power for supply to other consumers in the Pune urban circle by implementing a workable alternative for harnessing distributed generation on a pilot basis. MSEDCL has already implemented a pilot program for replacement of GLS lamps to CFL lamps, which has received a significant response in Nasik. Further, MSEDCL was also involved the process of installing capacitors on agricultural pump sets, water supply schemes and transformers to promote energy efficiency in the agricultural sector. A detailed implementation plan for the same had been formulated.
- 2.1.4 Bureau of Energy Efficiency (BEE) is a statutory body under Ministry of Power, Government of India. The mission of BEE is to institutionalize energy efficiency services, enable delivery mechanism in the country and provide leadership to energy efficiency in all the sectors. The primary goal of the Bureau is to reduce the energy intensity in the Indian economy.
- 2.1.5 In order to accelerate energy efficiency measures in agriculture sector, BEE has initiated an Agriculture Demand Side Management (Ag DSM) programme in which pump set efficiency up gradation would be carried out through Public Private Partnership (PPP) mode. The objective of the program is to create appropriate framework for market based interventions in agricultural pumping sector by facilitating conducive policy environment to promote Public Private Partnership (PPP) to implement the projects.
- 2.1.6 Under this scheme of BEE, first Pilot Ag DSM project was launched at Mangalwedha subdivision of Solapur Circle in Maharashtra. This first pilot Ag DSM project covers 3530 agricultural pumps connected on five feeders (Bramhapuri, Nandeshwar, Borale, Bhose & Kharatwadi) in Mangalwedha & Pandharpur subdivisions.

- 2.1.7 The Detailed Project Report (DPR) is prepared after an exhaustive survey and detailed energy audit study of the pump sets in the pilot area. During the energy audit study detailed information (about all the agricultural consumers) such as details about pumps (number, Type, make, age and rating), water requirements / consumption, status of meter installation, number of harvesting cycles, cropping pattern, underground water level in different seasons, power supply pattern and socio-economic conditions etc. is collected and analyzed.
- 2.1.8 This detailed project report provides an insight to Pump manufacturers / Energy Service Company for making investments in implementing energy efficiency measures on rural pump set feeders. The intervention would lead to lower energy supply on the feeder, and hence, could result in lower subsidized energy sale by utilities and lessen the subsidy to be paid by the State Government.
- 2.1.9 Through this tender document, MSEDCL with the support of BEE is seeking Bids from leading Energy Service Companies (ESCOs) and pump manufacturers for participation in **Agricultural DSM Pilot Project in Solapur Circle** of MSEDCL.

2.2. Description of the Pilot Project Area

- 2.2.1 MSEDCL/BEE has identified five feeders namely Brahmपुरi, Nandeshwar, Borale, Bhose & Kharatwadi selected under pilot Ag DSM project which are supplied at 11 kV from 33 / 11 kV substations under Mangalwedha & Pandharpur sub divisions of MSEDCL. All the five feeders are segregated agricultural feeders, feeding power to mostly agriculture pumps under the service areas. Table 1 below gives the details of these feeders.

Table 1: Pilot Ag DSM Project Feeder Details

Sr No.	Name of Substation	Name of 11 kV Feeder	Total Agricultural Connections (Approx.)
1	Bathan	Bramhapuri	580
2	Nimboni	Nandeshwar	884
3	Mangalwedha	Borale	852
4	Hunnur	Bhose	684
5	Mendhapur	Kharatwadi	530

- 2.2.2 Refer to the detailed project prepared by BEE (Volume-3) to get an overview of the pilot project area and the electricity distribution system in the study area.

3. PROJECT DESCRIPTION

The key elements of the proposed pilot Ag DSM project in Maharashtra are described in the following sections of this RFP.

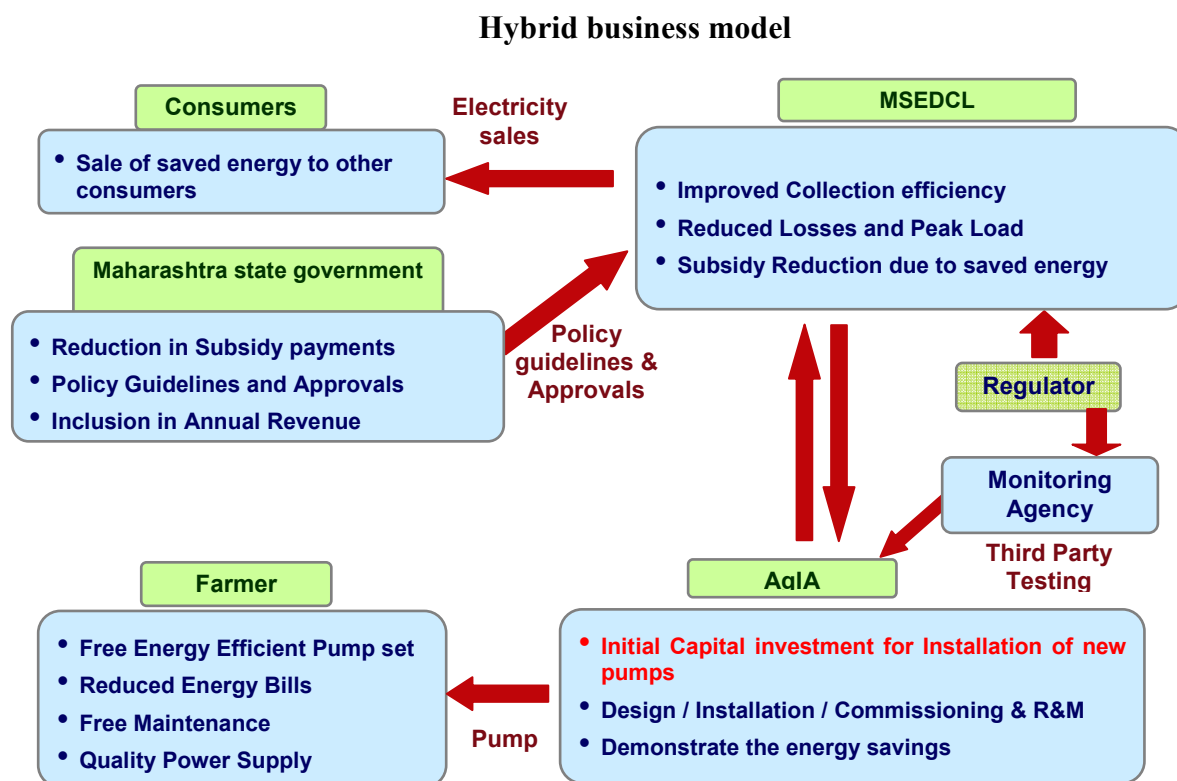
3.1. Program title

3.1.1 This program will be titled “Agricultural DSM Pilot Project in Solapur Circle”

3.2. Proposed structure of the project

3.2.1 Hybrid Business Model has been proposed with AgIA providing the initial capital investment through debt & equity, whereas MSEDCL would be providing the support through annual payment from LMC fund and energy savings.

3.2.2 The business model for PPP Mode is provided in Figure below:



3.3. Description of the Program

3.3.1 Implementation of pilot Ag DSM project shall benefit the following consumer categories

1. Tariff Category LT IV: Metered Agricultural Consumers
2. Tariff Category LT IV: Un-metered Agricultural Consumers

- 3.3.2 The project will replace 3530 pump sets in target feeders, as identified by MSEDCL with Energy Efficient pump sets (EEPS) and measure savings to quantify the benefit of the program.
- 3.3.3 The Farmers will be provided with **Energy Efficient Pump Sets (EEPS)** free of cost. They will also be provided with free installation of the EEPS. The AgIA shall provide Repair & Maintenance of EEPS for five years. The R&M shall be provided with no cost to the farmers.
- 3.3.4 The scrap value of an old pump removed shall be credited as farmer's contribution to make him the co-owner of the EEPS.

3.4. Brief Roles and Responsibilities of the AgIA

- 3.4.1 The AgIA shall be responsible for dismantling the existing pump sets, procurement of new EEPS, installation, maintenance and repair/replacement. AgIA shall also be responsible for financing, implementing and operating the Project. The AgIA shall procure EEPS and install them with following minimum specifications:-
- a. BEE Star rated Pump sets - 4star & above as per the existing available models in the Market
 - b. Wide-voltage (should be operating at low voltage) Monoblock, open well submersible and bore well Submersible pump sets.
 - c. The discharge rate of the EEPS shall not be lower than the existing pump sets of the farmers.
 - d. EEPS installed shall be of the same type (Monoblock / Open well Submersible / Bore well Submersible) as the existing pump sets.
 - e. Low-friction foot valves conforming to relevant ISI Standard & specification and
- 3.4.2 The AgIA shall install EEPS with capacitor banks of relevant ratings as per the pump set requirement.
- 3.4.3 Farmers shall be provided EEPS free of cost. They will also be provided with free installation of the EEPS. The EEPS shall be procured with a minimum warranty of 12 months (1 year) by pump set manufactures. The total R&M of 60 months shall be provided with no cost to the farmers by the AgIA.
- 3.4.4 The AgIA shall dismantle the existing pumps and keep an inventory of old pumps (with proper tagging of consumer ID) for one year. Disposal of old pumps should then be undertaken in a manner that precludes their use or reinstallation in any form anywhere in India. The AgIA shall provide a written assurance to MSEDCL describing the manner of disposal. MSEDCL shall have the right to audit or hire a third-party auditor to confirm the appropriate disposal of all old pumps. The disposal of old pumps shall be carried\ out in the following manner:
1. Photograph of old and new pump-set with consumer details shall be taken
 2. Before disposal of old pump sets, a hole of appropriate size shall be made in the pump set in the presence of Third Party

- 3.4.5 The term of the project shall be for a period of five years from the Effective Date of completion of replacement of all the existing pumps with EEPS. The start date shall be when all EEPS have been commissioned by AgIA.
- 3.4.6 The AgIA shall be responsible for dismantling the existing pump sets, planning the procurement, installation and initial testing of new EEPS within six months from the date of signing of the contract with MSEDCL.
- 3.4.7 A Third Party agency in the presence of AgIA and MSEDCL shall test all the existing pump sets as well as the new EEPS at the time of replacement. The base-line and energy savings for the first six months shall be estimated based on this initial testing & average annual hours of operation of pump sets - 1640 Hrs (deemed savings approach).
- 3.4.8 For subsequent period of the project, a stratified random sampling technique shall be used to select the pump sets to be tested. Stratification criteria shall be the type and the rating of the pump sets. An estimated size of 10% of the total no. of pump sets shall be tested randomly every year.
- 3.4.9 The sample pump sets shall be tested by Third Party in the presence of MSEDCL and AgIA annually for demonstrating the savings. The pump sets shall be selected randomly every year based on the approach mentioned in above clause.
- 3.4.10 This information is then be used to stipulate annual savings based on the estimate of the average operating hours / annum (1640 Hrs) (Deemed Saving Approach)
- 3.4.11 Third party monitoring and verification agency could be a local NGO / Technical Institute etc. and will be appointed by BEE with a prior approval of MSEDCL.

3.5. Support given by MSEDCL

- 3.5.1 MSEDCL shall provide to the AgIA the data and support necessary for implementing the tasks stated above.
- 3.5.2 MSEDCL shall install meters on all pump sets connected on five project Feeders.
- 3.5.3 MSEDCL shall make payments on quarterly basis to the AgIA based on “guaranteed savings” demonstrated/achieved as specified in article-8 of the agreement and any related negotiations as per the details given in this Agreement.
- 3.5.4 MSEDCL shall ensure good power supply quality and load management system in pilot area.
- 3.5.5 MSEDCL shall provide necessary support to the AgIA at the field level, as may be required by AgIA from time to time, including, amongst others, regarding access to consumer premises, replacement of existing pump sets, recovering old pump sets and signing ownership agreement with the farmer/consumer.

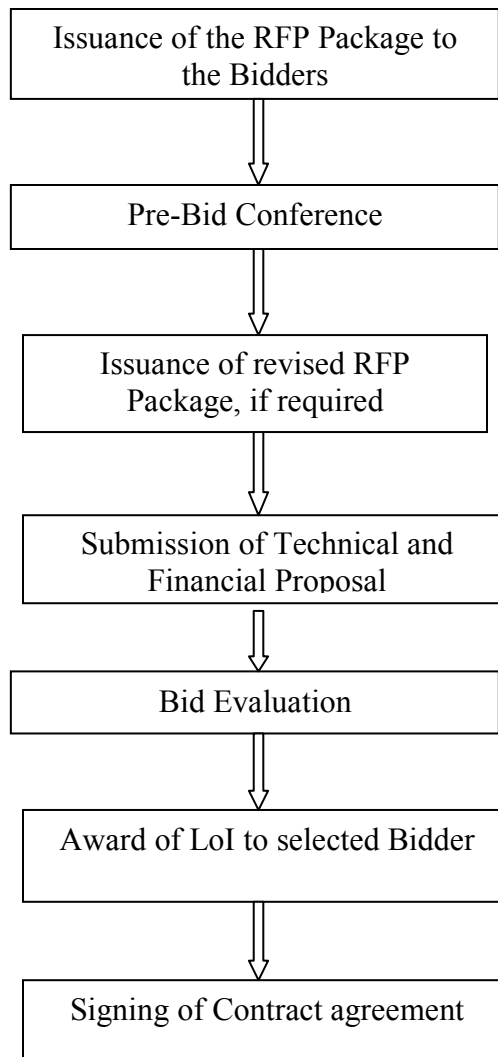
4. SELECTION PROCESS

4.1. Bidding Process

4.1.1 The bidding process would mainly consist of the following stages.

- i. Issuance of RFP Document
- ii. Pre-bid conference
- iii. Issuance of revised RFP Package (if required)
- iv. Submission of the Technical and Financial Proposal
- v. Bid Evaluation & Award of LoI
- vi. Signing of the Contract Agreement

4.1.2 A diagrammatic representation of the bidding process is as shown below;



- 4.1.3 The RFP document shall be made available on the websites of MSEDCL (www.mahadiscom.com.) & BEE (www.bee-india.gov.in). The bidding process shall be deemed to commence from the time of issue of the RFP document. The purpose of this RFP is to provide Bidders with information regarding the proposed Ag DSM pilot project in order to assist them in formulation of their Bids.
- 4.1.4 A Pre-Bid Conference shall be held by MSEDCL on the date as indicated in the Time Table as per clause 6.7. The purpose of which shall be to address the concerns of the bidders with respect to RFP.
- 4.1.5 The bidders shall submit a Technical and Financial Proposals in response to the RFP document on the date as indicated in the Time Table mentioned in clause 6.7.
- 4.1.6 As a part of the Selection Process, Technical Proposal submitted by interested Bidders in response to RFP, shall be evaluated based on the methodology and evaluation criteria as detailed in the RFP. The Bidders are required to submit their Technical Proposal in the formats placed as Exhibit 1 to 5 and Exhibit 8 & 9 of this document.
- 4.1.7 The Financial Proposals of only technically qualified bidders shall be opened and evaluated based on the methodology and evaluation criteria as detailed in this bid document. The information required to be provided by the Bidders submitting their Financial Proposal is placed as Exhibit 6 and 7 of this document.
- 4.1.8 The final award of the Project shall be made by MSEDCL to the Bidder short-listed after evaluation of the Financial Proposal.
- 4.1.9 The selected Bidder shall be issued the Letter of Intent (LoI) by MSEDCL.

5. EVALUATION

5.1 Responsiveness

5.1.1 The Technical bids submitted by Bidder shall initially be examined to establish “Responsiveness”. A Bid may be deemed “Non-Responsive” if it does not satisfy any of the following conditions.

1. It is not received by the due date and time specified in the RFP. MSEDCL does not take any responsibility for postal/ other delays in receiving the required documents by the due date and time.
2. It does not include sufficient information for it to be evaluated and/ or it does not comply with the specified formats.
3. It is not signed and / or sealed in the manner and to the extent indicated in this RFP.
4. It is not accompanied by the required tender/processing fee.
5. It is not accompanied by a valid Earnest Money Deposit.
6. In the event of a response to this RFP by a ‘Consortium’, the response does not include a Memorandum of Understanding (MOU) / Agreement (stating the Lead Member and the equity holdings of all the parties in the consortium) prepared on a stamp paper of requisite value with the other members of the Consortium clearly indicating the relationship with the Lead Member.

5.2 Qualification Criteria for bidders

5.2.1 The Bidder shall be a pump manufacturer, or an ESCO, or a consortium of ESCO(s) & pump manufacturer(s), or a consortium of pump manufacturers.

5.2.2 Bidders should have adequate technical requirement and financial capability to execute the project.

5.2.3 The Bidder should clearly specify the Lead Member in case of bidding as a Consortium. The Lead Member shall necessarily have the maximum equity participation in the Project; and this equity contribution shall necessarily be more than 51%.

5.2.4 Bidder must fulfill following minimum financial requirements:-

- a. For Pump Manufacturers/ESCOs – Annual Turnover of at least INR 10 Crores and Net Worth of at least INR 5 Crores in any of the last two of three financial years (2006-07, 2007-08, 2008-09).
- b. For Consortium, the Annual Turnover and Net Worth for each Member Company shall be calculated in proportion to the equity commitment made by each Member Company as per the Consortium Agreement.

For the purposes of the above mentioned criteria, only unconsolidated audited annual accounts shall be used. Bidders shall furnish documentary evidence duly certified by chartered accountants.

- 5.2.5 If the Bid is submitted by a Bidding Consortium, the financial requirement shall be met individually and collectively by all the Members in the Bidding Consortium. The financial requirement to be met by each Member of the Bidding Consortium shall be computed in proportion to the equity commitment made by each of them in the Project as per the Consortium Agreement (Exhibit 8), forming part of its Technical Proposal.
- 5.2.6 Bidder shall have following full time employees with a minimum of two years on permanent payroll:-
- a. For ESCO (Those companies who or their subsidiary/sister/group companies have no other business except Energy services) - 25 employees.
 - b. For Companies other than “a” - 50 employees

In the event of bid by a consortium, this criterion is applicable for the Lead Member only.

- 5.2.7 Also, at a minimum, a pump manufacturer / ESCO/each member of the bidding consortium – to be supported by an undertaking:
- a. Shall not be involved in any litigation that might compromise the delivery of services required under this contract.
 - b. Must not be black-listed by any Central or State Government or any Public Sector Undertaking in India.
 - c. Must not be black-listed by MSEDCL.

5.3 Description of Technical Bid

- 5.3.1 The purpose of the Technical Bid is to afford Bidders an opportunity to present the unique strengths and capabilities of their organization or consortium to achieve the goals of the Ag DSM project and to demonstrate their capabilities to undertake the project. The Statement of Qualifications shall consist of the following:
- 5.3.2 Company Qualifications – The purpose of this section is to enable Bidders to present their corporate bona fides and their capability to undertake this innovative project and lead it to a successful conclusion. Information provided shall include a copy of the company’s Registration Statement, a description of its line(s) of business including a profile of the financial and operating highlights of each, and the years of operation in India.
- 5.3.3 Proposed Approach – This section shall present the Bidder’s proposed approach, including its proposed project organization structure and team, for achieving a successful implementation of the Ag DSM pilot project. The use of innovative concepts, methodologies and/or technologies is encouraged. In the Evaluation of the Technical Bids specific points shall be awarded for proposals indicating use of pumps with star-ratings.
- 5.3.4 Proposed Changes – Here, the Bidder may suggest additions or changes to the economic and/or operating terms and conditions presented in the RFP if it believes such modifications will produce superior results. The onus will rest with the AgIA to demonstrate the validity of any proposed additions or changes if it is selected for further consideration. MSEDCL shall have the sole right to accept or reject any proposed changes.

5.4 Evaluation of Technical Bids

- 5.4.1 Technical Proposals shall be evaluated based on the following points assigned to Different Technical & Financial capabilities of the Bidders.

Technical Evaluation criteria

Sl. No.	Criteria for the Bidders	Points
1	Financial capability (Annual turnover & Networth)	20
2	Organizational Profile - Manpower / Staffing (This criteria shall be supported in terms of Letter of evidence showing the details of full-time employees duly signed by MD/CEO/Manager of the Bidding company as per companies act)	10
3	No. of models of BEE star labeled pumps Manufactured	20
4	CVs of Team Leader and the other team members	10
5	No. of certified energy auditors (This criteria shall be supported in terms of Letter of evidence (duly signed by MD/CEO/Manager of the Bidding company as per companies act) showing that the auditors deputed for this project are full-time employees of the Bidding company. The certificate of registration of energy auditors shall also be provided)	10
6	Assured line of credit	10
7	Approach and methodology	20

- 5.4.2 The Bids achieving a minimum cut-off of 55 Marks after evaluating all of the above parameters shall be qualified for evaluation of Financial Proposal i.e. a Minimum technical qualification criterion of 55 marks.
- 5.4.3 For evaluation of Bids submitted by Bidding Company under the criteria-1 to 7 either the strength of the Bidding Company and/or the consolidated strength of any one of its Promoters/Affiliates may be considered.
- 5.4.4 For evaluation of Bids submitted by a Bidding Consortium under the criteria-2, 3, 4, 5 and 6th consolidated strength of all the Members of the Consortium shall be considered.
- 5.4.5 For evaluation of Bids submitted by a Bidding Consortium under the criteria-1 the strength of the Consortium shall be considered in proportion to the equity contribution made by the member companies.

5.5 Evaluation of Financial Bids

- 5.5.1 The financial bids of the technically qualified bidders shall only be opened.
- 5.5.2 Bidders shall be required to bid for “guaranteed annual energy savings (in %)” that will be achieved for different years of the project cycle. The bidders can bid different % of energy savings for different years of the project cycle. In order to ensure even distribution of energy savings throughout the five years of this project, this bid cannot be less than 35% in any year of the five years.
- 5.5.3 Bidding parameter for the financial bid shall therefore consist of:

Name of the Bidder					
Guaranteed annual energy savings (in %)	Year 1	Year 2	Year 3	Year 4	Year 5

- 5.5.4 The Bidder who shall propose highest % value of total guaranteed energy savings in a period of 5 years shall be the selected AgIA to execute this project. In case there is a tie between bidders on proposed total % of energy savings, then MSEDCL shall decide the finalist based on their technical score (one with a higher technical score would be selected). The selected AgIA shall be invited to enter into a contract with MSEDCL.
- 5.5.5 Any conditional financial proposal may be liable for rejection.
- 5.5.6 If for some reason the selected AgIA and MSEDCL fail to agree on a contract, MSEDCL may invite the next highest ranked Bidder for negotiations and to enter into a contract and so on until a contract is agreed.

6. INSTRUCTIONS TO BIDDERS

6.1 Submission of Technical Proposal

- 6.1.1 The bidder shall scan all the documents as per exhibits forming part of the bidder's Technical Proposal, and convert the same into PDF format. The size of the Technical Proposal in PDF format shall not exceed 5 MB. In case the size of the PDF document exceeds 5 MB, the PDF document shall be split up into suitable number of files of size of 5 MB or less each. There after each file shall be numbered as "Ag DSM Solapur Technical Bid_(Number).pdf". Then these files shall be digitally signed using the software provided by the Employer during registration of the bidder. The digitally signed document files shall be uploaded by the bidder on the "e-tendering" web site of MSEDCL.

6.2 Submission of Financial Proposal

- 6.2.1 The bidder shall scan all the documents as per exhibits 6 &7 forming part of the bidder's Financial Proposal, and convert the same into PDF format. The size of the Financial Proposal in PDF format shall not exceed 5 MB. In case the size of the PDF document exceeds 5 MB, the PDF document shall be split up into suitable number of files of size of 5 MB or less each. There after each file shall be numbered as "Ag DSM Solapur Financial Bid_(Number).pdf". Then these files shall be digitally signed using the software provided by the Employer during registration of the bidder. The digitally signed document files shall be uploaded by the bidder on the "e-tendering" web site of MSEDCL.

6.3 Deadline for Submission of Bids

- 6.3.1 Bids must be uploaded by a bidder on MSEDCL web site not later than the date and time designated in next clause.
- 6.3.2 The last date of submission of Bids shall be 25th March 2010 upto 1300 Hrs. Each page of the Proposal should be initialed by the authorized signatory of the Bidder.
- 6.3.3 The Employer may, at its discretion, extend the deadline for submission of bids by issuing an addendum, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

6.3.4 Late Bids

- 6.3.5 Any bid uploaded by the bidder after the deadline for submission of bids will be rejected and remain unopened.
- 6.3.6 The bidder shall submit, in a separate envelop, following documents in hard copies prior to the dead line for submission of bids.
- 6.3.7 The envelope shall provide the name and address of the bidder, and shall: be addressed to the Employer at the address designated and bear the following inscription:

"Proposal for 'Project Title'" Name of the Bidder:

To

The Chief Engineer (Distribution Special Projects)

Maharashtra State Electricity Distribution Company Ltd.

Prakashgad, Bandra (East), Mumbai 400 051

Fax: (022) 26476230

Phone: (P) 26476230; (O) 26472211

6.4 Fees and Deposits

Bid Processing Fee

- 6.4.1 The Bidder shall pay MSEDCL a non-refundable amount of Rs 10000 [Rupees ten thousand], towards processing fee, by way of Demand Draft/ Pay Order, drawn on a Nationalized Bank, in favour of the Maharashtra State Electricity Distribution Company Limited, payable at Mumbai.
- 6.4.2 The processing fee shall be placed in a separate envelope clearly marked as Processing Fee on it.
- 6.4.3 Bids, which are not accompanied by the above processing fee, shall be rejected by MSEDCL as non-responsive.
- 6.4.4 The Bidder shall be responsible for all the costs associated with the preparation of the proposal and participation in discussions and negotiations. MSEDCL shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

6.5 Earnest Money Deposit / Bid Security (EMD)

Each Bidder shall submit an Earnest Money Deposit (EMD) of an amount Rs. 7 Lakh [Rupees Seven Lakhs] in the form of a Demand Draft only drawn on a Nationalized Bank in favor of the Maharashtra State Electricity Distribution Company Limited, payable at Mumbai. EMD shall be submitted at the time of submitting the bids.

- 6.5.1 EMD shall be placed in a separate envelope clearly marked as EMD on it and submit in hard copy prior to the dead line for submission of bids.
- 6.5.2 Bids, which are not accompanied by the above EMD, shall be rejected by MSEDCL as non-responsive.
- 6.5.3 For unsuccessful Bidders, the EMD shall be refunded within 30 days of issuance of LoI to the selected Bidder
- 6.5.4 For successful Bidder, EMD shall be released on the payment of the Bank Guarantee / Security Deposit.
- 6.5.5 The following shall cause the forfeiture of EMD
1. If the Bidder modifies/ withdraws it's Proposal except as per the provisions specified in the RFP;
 2. If the Bidder withdraws it's proposal before the expiry of the validity period of the Proposal;
 3. If the successful Bidder fails to sign the Agreement within 15 days of issuance of LoI by MSEDCL;

6.6 Bank Guarantee

- 6.6.1 As security against project obligations, AgIA to provide a bank guarantee to MSEDCL of Rs. 18,00,000/- (Rupees eighteen lakhs only), from the Bank and in the form, as acceptable to MSEDCL. The Bank Guarantee shall be submitted by the 'Successful Bidder' only & shall be released by the employer at the end of the project term.
- 6.6.2 The following shall cause the forfeiture of the Bank Guarantee
1. If the successful Bidder fails to executes the Agreement within the stipulated time or any extension thereof provided by MSEDCL;
 2. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
- 6.6.3 The bidder shall submit, in a separate envelop, following documents in hard copies prior to the dead line for submission of bids.
1. A non-refundable amount of Rs 10000 [Rupees ten thousand], towards processing fee, by way of Demand Draft/ Pay Order, drawn on a Nationalized Bank, in favour of the Maharashtra State Electricity Distribution Company Limited, payable at Mumbai.
 2. An Earnest Money Deposit (EMD) of an amount Rs. 6 Lakh [Rupees Six Lakh] in the form of a Demand Draft drawn on a Nationalized Bank in favor of the Maharashtra State Electricity Distribution Company Limited, payable at Mumbai.
 3. Covering letter for technical proposal as per Exhibit 1

4. Power of attorney in the name of the person authorized to sign the proposal
5. Description of the Bidding Company / Bidding Consortium as per the format specified in Exhibit 4
6. Letter of Acceptance as per the format specified in Exhibit 3 from all the member companies
7. Letter of commitment as per the format specified in Exhibit 2
8. Consortium Agreement as per Exhibit 8
9. Certificate of relationship as per Exhibit 9
10. Letters of assured lines of credit, issued by Nationalized/Scheduled bank.
11. Copy of technical proposal in electronic (soft copy) format.

6.7 Time table and Milestones

Milestone	Date
Uploading of AgIA RFP document on MSEDCL /BEE Web-site	17 th February 2010
Pre-Bid Conference	2 nd March 2010 at 1100 Hrs
Last date of submission of bids	25 th March 2010 up to 1500 Hrs
Opening of Technical Bid Document	25 th March 2010 up to 1530 Hrs
Opening of Financial Bid Opening	To be notified later on

6.8 Opening of Technical Proposal

6.8.1 The Technical Proposal shall be opened on 25th March 2010 at 15-30Hrs, at MSEDCL Head Office, Prakashgad, Bandra (East), Mumbai, in the presence of one representative from each Bidder.

6.9 Opening of Financial Proposal

6.9.1 Financial proposal of only technically qualified bidders shall be opened.

6.9.2 The Financial Proposal shall be opened in the presence of one representative from each of the technically qualified Bidder. Date, Time and Place for the same shall be notified by MSEDCL in due course of time. The details regarding the Financial Proposal, as provided in the Exhibit 7 would be read out.

6.10 Validity of terms of bids

6.10.1 Each Proposal shall indicate that it is a firm and irrevocable offer, and shall remain valid and open for a period of not less than three months from the last date for submission of the Bids. In exceptional circumstances, MSEDCL may solicit the Bidder's consent for extension of the period of validity. A Bidder accepting MSEDCL's request for extending the period of validity shall not be permitted to modify its Proposal.

6.11 Language of the Bid

6.11.1 The bid and all associated documents shall be in English

6.12 Signature of Bid

6.12.1 The person authorized to act on behalf of the Bidder shall sign (digitally) the completed Bid and all related documentation at each page.

6.13 Other Instructions

6.13.1 The following may please be noted:

6.13.2 The Bids, that are incomplete in any respect and/or are not consistent with the requirements as specified in this RFP; and/or do not contain the Covering Letter, Letter of Commitment, and Letters of Acceptance as per the specified formats; would be considered non-responsive and would be liable for rejection.

6.13.3 Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Proposal non-responsive.

6.13.4 All communication and information should be provided in writing and in the English language only.

6.13.5 All the communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words.

- 6.13.6 No change in, or supplementary information to a Proposal shall be accepted after its submission. However, MSEDCL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Proposal. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by MSEDCL, may be a ground for rejecting the Proposal.
- 6.13.7 The Bids shall be evaluated as per the criteria as specified in this RFP. However, within the broad framework of the evaluation parameters as stated in this RFP, MSEDCL reserves the right to make modifications to the stated Evaluation Criteria, which would be uniformly applied to all the Bidders.
- 6.13.8 For a Bidding Consortium, the Proposal submitted by the Consortium should contain signed letters submitted by each of the Member Companies, stating that the entire Proposal has been examined and each key element of the proposal is agreed to, as specified in Exhibit 4.
- 6.13.9 For a Bidding Consortium, no change in the membership of the consortium, in responsibilities, or in equity commitments of any Member Company shall be allowed after submission of the bids.
- 6.13.10 For a final short listed Consortium, if a change in membership pattern or responsibilities is desired, it must be communicated to MSEDCL in writing for its approval. MSEDCL reserves the right to reject such a request for change in the Consortium structure, which, in their opinion, adversely affects the consortium strength.
- 6.13.11 However, the Lead Member shall not be allowed to change its equity contribution in the Bidder Company/ Companies if it results in its equity holding becoming
- Less than or equal to 51%;

- 6.13.12 A company cannot propose to be member of more than one Consortium for submission of the Bids for the Project.
- 6.13.13 The Bidder should designate one person (“Contact Person” and “Authorised Signatory”) to represent the Bidder in his dealings with MSEDCL. This designated person should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc.
- 6.13.14 If any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query of MSEDCL, is found to be incorrect or is a material misrepresentation of facts, then the Proposal may be liable for rejection.
- 6.13.15 The Bidder shall be responsible for all the costs associated with the preparation of the proposal. MSEDCL shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
- 6.13.16 MSEDCL reserves the right to reject any or all the Proposal without assigning any reasons whatsoever.

6.14 Pre-bid Conference

- 6.14.1 The official representative of the Bidders may attend the pre-bid conference on 2nd March 2010 at 1100 Hrs, which will take place at the following address:

The Chief Engineer (Distribution Special Projects)
Maharashtra State Electricity Distribution Company Ltd.
“Prakashgad”, Plot no. G-9,
Bandra (E), Mumbai 400 051 (INDIA)
Email: ce_dsp@mahadiscom.in
Fax: (022) 26476230
Phone: (P) 26476230; (O) 26472211

- 6.14.2 The purpose of the meeting will be to clarify any issues regarding the bid process.
- 6.14.3 Record notes of the meeting including the text of the questions raised and responses given will be transmitted to all the bidders who were present at the meeting and will also be put on the web-site. The clarifications that could not be furnished during pre-bid conference will be separately communicated to all the purchasers of the RFP.
- 6.14.4 Non-attendance at the pre-bid meeting will not be a cause for rejection of a Bidder.

6.15 Enquiries:

Clarifications, if any, can be sought from:

The Chief Engineer (Distribution Special Projects),

Maharashtra State Electricity Distribution Company Ltd.,

Prakshgad, Bandra (East),

Mumbai 400 051

Email: ce_dsp@mahadiscom.in

Fax: (022) 26476230

Phone: (P) 26476230; (O) 26472211

7. FORMATS FOR SUBMISSION OF BIDS

(a). Technical Proposal

The Technical Proposal to be submitted by the Bidders shall be organized in the manner specified below:

- 1 Section 1: a) Covering Letter as per the format specified in Exhibit 1
.
 - b) Demand draft for processing fee
 - c) Demand draft for EMD
- 2 Section 2: a) Description of the Bidding Company /Bidding Consortium as
.
 - per the format specified in Exhibit 4
- 3 Section 3: a) Letters of Acceptance, as per the format specified in Exhibit 3,
.
 - from all the Member Companies
 - b) Letter of Commitment as per the format specified in Exhibit 2
 - c) Consortium Agreement as per Exhibit 8
- 4 Section 4: a) Information Requirements as per the formats specified in
.
 - Exhibit 5
 - b) Certificate of Relationship as per Exhibit 9
 - c) Audited Annual Reports for the last three years for all the corporate entities that are desired to be considered for evaluation of the Proposal.

(b). Financial Proposal

The Financial Proposal to be submitted by the Bidders shall be organized in the manner specified below:

- 1 Section 1: Covering Letter as per the format specified in Exhibit 6
- 2 Section 2: Financial Proposal as per the format specified in Exhibit 7

8. EXHIBIT 1: COVERING LETTER FOR TECHNICAL PROPOSAL

(The covering letter is to be submitted by the Bidding Company or the Lead Member of a Bidding Consortium along with the Technical Proposal. This should be on the company's letterhead.)

Date :

Place :

The Chief Engineer (Distribution Special Projects)
Maharashtra State Electricity Distribution Company Ltd.,
Prakashgad,
Bandra (East),
Mumbai 400 051

Dear Sir,

Sub: Agricultural DSM Pilot Project in Solapur Circle

Please find enclosed our Technical Proposal in respect of the **Agricultural DSM Pilot Project in Solapur Circle**("Project"), in response to the Request for Proposal ("RFP") document issued by the Maharashtra State Electricity Distribution Company Limited , ("MSEDCL") ---on_2010.

We hereby confirm the following:

1. This Technical Proposal is being submitted by [Insertname of the Bidder _____] in accordance with the conditions stipulated in this RFP.
2. We have examined in detail and have understood and agree to abide by all the terms and conditions stipulated in the RFP issued by MSEDCL and in any subsequent communication sent by MSEDCL. Our Technical Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from MSEDCL.

We [Insert "desire" / "do not desire" as the case may be] to get credited for the financial strength of our Promoter(s)or Affiliate(s).

[Insert the following para if applicable]

Our Technical Proposal includes the Letter(s) of Commitment in the format specified in RFP from [Insert name of the corporate entities that are Promoter(s) /Affiliate(s)], who is/are the Promoter(s) /Affiliate(s) as per the conditions stipulated in the RFP, of(Insert name(s) of the Bidding Company / respective Member Companies).

- 4. Our Technical Proposal includes Letters of Acceptance, consistent with the format as specified in the RFP, from all the Member Companies. (Required only in case of a Bidding Consortium)
- 5. The information submitted in our Technical Proposal is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Technical Proposal.
- 6. We as the Bidding Company/ Lead Member, designate Mr./Ms.
 (mention name, designation, contact address, phone no., fax no. etc) as our representative who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc. in respect of the Project.

Signature of Chief Executive Officer / Managing Director

Common seal of has been affixed in my/our presence pursuant to Board of Director’s Resolution dated.....

WITNESS

1.
 (Signature)
 Name
 Designation.....

2.
 (Signature)
 Name
 Designation.....

Notes:

1.Managing Director/ Chief Executive Officer, being a full time director in the Board of the Bidding Company/ Member of a Consortium

For and on behalf of :
 Signature : (Authorized Signatory):
 Name of the Person :
 Designation :

9. EXHIBIT 2: LETTER OF COMMITMENT

(The letter of Commitment to be submitted, along with the Technical Proposal, shall be from the Promoter(s) or Affiliate(s), if any, the strengths of which are desired to be considered for the purpose of evaluation of the Technical Proposal- On the Letterhead of Promoter/Affiliate)

Date :

Place :

The Chief Engineer (Distribution Special Projects)
Maharashtra State Electricity Distribution Company Ltd,
Prakashgad,
Bandra (East),
Mumbai 400 051

Dear Sir,

Sub: Agricultural DSM Pilot Project in Solapur Circle

This has reference to the Technical Proposal being submitted by
(name of the Bidding Company/Member Company of the Consortium), in respect of **Agricultural DSM Pilot Project in Solapur Circle**, Maharashtra (“Project”), in response to the Request for Proposal (“RFP”) document issued by the Maharashtra State Electricity Distribution Company Limited (“MSEDCL”), on _____2010.

We hereby confirm the following:

1. We _____ (name of Promoter(s)/Affiliate(s)), have examined in detail and have understood and satisfied ourselves regarding the contents mainly in respect of the following :
 - The Request for Proposal document issued by MSEDCL;
 - All subsequent communications between MSEDCL and the Bidder, represented by (name of the Bidding Company or of the Lead Member in case of a Bidding Consortium);
 - The Technical Proposal being submitted by _____ (name of the Bidding Company or of the Lead Member in case of a Bidding Consortium).
2. We undertake to support (name of the Bidding Company / Member Company, for which the Letter of Commitment is being furnished) as

detailed in the Technical Proposal being submitted by
(name of the Bidding Company or of the Lead Member in case of a Bidding Consortium).

- 3. We therefore request MSEDCL to consider our strengths, our experience, and our track record as specified in the Proposal pursuant to the conditions specified in the RFP, for the purposes of evaluation of the Technical Proposal.
- 4. We have also noted the amount of the equity investment required to be made in the Project by the [Insert the name of the Bidding Company/Member Company in the Consortium].
- 5. In view of the above, we hereby commit to you and confirm that in the event of failure of [Insert the name of Bidding Company/Member Company in the Consortium] to invest in full or in part in the equity share capital of the Project, we shall invest the said amount not invested by [Insert the name of Bidding Company/Member Company in the Consortium].

Signature of Chief Executive Officer / Managing Director

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

- 1.
(Signature)
Name
Designation.....
- 2.
Signature)
Name
Designation.....

10. EXHIBIT 3: LETTER OF ACCEPTANCE

(The letters of Acceptance are to be submitted by the Member Companies of the Bidding Consortium- On the letterhead of the respective Member Companies).

Date :

Place :

To,
The Chief Engineer (Distribution Special Projects)
Maharashtra State Electricity Distribution Company Ltd, Prakashgad,
Bandra (East),
Mumbai 400 051

Dear Sir,

Sub: Agricultural DSM Pilot Project in Solapur Circle

This has reference to the Technical Proposal being submitted by _____
(mention the Lead Member of the Bidding Consortium), as Lead Member of the
Bidding Consortium comprising _____
(mention name(s) of the Member Companies) in respect of the **Agricultural DSM Pilot Project in Solapur Circle**, Maharashtra, India ("Project"), in response to the Request for Proposal ("RFP") issued by the Maharashtra State Electricity Distribution Company Limited ("MSEDCL") on _____, 2010.

We hereby confirm the following:

1. We _____ (name of the Member Company furnishing the Letter of Acceptance), have examined in detail and have understood and satisfied ourselves regarding the contents mainly in respect of the following :
 - The RFP document issued by MSEDCL;
 - All subsequent communications between MSEDCL and the Bidder, represented by (Mention name of the Lead Member); and
 - The Technical Proposal being submitted by _____
(name of the Lead Member)

2. We authorise(name of the Lead Member), as the Lead Member and authorise the same to

perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the consortium etc, in respect of this Project.

3. We therefore request MSEDCL to consider our strengths, our experience, and our track record as specified in the Technical Proposal pursuant to the conditions specified in the RFP for the purposes of evaluation of the Proposal.

For and on behalf of _____ :

Signature _____ :

(Authorised Signatory)

Name of the Person _____ :
Designation _____

11. EXHIBIT 4: Description of the Bidding Company / Bidding Consortium

Name of the Bidding Company / Bidding Consortium:

Name of the Lead Member:

Sr. No.	Name of the Member Company	Proposed % Equity Participation	Role Envisaged

12. EXHIBIT 5: INFORMATION REQUIREMENT FOR TECHNICAL PROPOSAL

- a) This section specifies information to be provided in respect of all the relevant corporate entities as stated by the Bidder; and only such entities would be considered for evaluation.
- b) Bidders should attach the Audited Annual Reports for the last three years of all the corporate entities which would be evaluated under Financial Capability and Experience and Track record in accordance with the information submitted by the Bidder.

FINANCIAL CAPABILITY

Under this head, either the consolidated financial strength of the Bidding Company / Member Company or the consolidated financial strength of any one of the Promoter(s)/Affiliate(s) of the Bidding Company / Member Company would be considered.

1. Annual Turnover

Under this head, the annual turnover (i.e. Sales from core activity) in the year 2006-07, 2007-08 and 2008-09 of the Bidding Company or the consolidated financial strength of any one of the Promoter(s) of the Bidding Company would be considered. In case of consortium, the financial strength of the Member Company in proportion to the equity commitment would be considered. In the following tables, the corporate entity that is to be considered for evaluation of Financial Capability should be mentioned clearly.

[Insert Table A for Bidder being a Bidding Company]

Particulars of the Company	Name of the Company to be considered for Evaluation of Financial Capability	Annual turnover (Rs. Crores) 2006-07	Annual turnover (Rs. Crores) 2007-08	Annual turnover (Rs. Crores) 2008-09
Bidding Company /				

Promoter/Affiliate of the Bidding Company				
---	--	--	--	--

[Insert Table B for Bidder being a Bidding Consortium]

Name of Member Company	Equity commitment in the Project (%) as per Consortium Agreement	Annual Turnover of Member Company (Rs.Crore)	Annual Turnover Requirement to be met by the Member in proportion to the equity commitment (Rs.Crore) (Total Turnover requirement * % at Column no. 2)	Whether the Member meets the Turnover Requirement	Whether Promoter/Affiliate being used to meet the Turnover requirement? Insert Yes/No. If Yes, Name of the Promoter/Affiliate .	Relationship with Member Company with the Promoter/Affiliate and Turnover of Promoter/Affiliate .
(1)	(2)	(3)	(4)	(5)		
1				Yes/No		
2				Yes/No		
..				Yes/No		
Total Turnover						

2. Evaluation of Net Worth

= Equity share capital

Add: Reserves

Subtract: Revaluation Reserves

Subtract: Intangible Assets

Subtract: Miscellaneous expenditures to the extent not written off and carry forward losses

Under this head, the financial net worth for any of the last three financial years of the Bidding Company or the consolidated financial strength of any one of the Promoter(s)/Affiliate(s) of the Bidding Company/Member Company would be considered. In the following table, the corporate entity that is to be considered for evaluation of Financial Capability should be mentioned clearly.

[Insert Table A for Bidder being a Bidding Company]

Table A

Particulars of the company	Name of the Company to be considered for Evaluation of Financial Capability	Networth as on March 31, 2009 (Rs. Crores)	Networth as on March 31, 2008	Networth as on March 31, 2007
Bidding Company				
Promoter/Affiliate of the Bidding Company				

[Insert Table B for Bidder being a Bidding Consortium]

Table B

Name of Member Company	Equity commitment in the Project (%) as per Consortium Agreement	Networth of Member Company (Rs.Crore)	Networth Requirement to be met by the Member in proportion to the equity commitment (Rs.Crore) (Total Networth requirement * % at Column no. 2)	Whether the Member meets the Networth Requirement	Whether Promoter/Affiliate being used to meet the Networth requirement? Insert Yes/No. If Yes, Name of the Promoter/Affiliate .	Relationship with Member Company with the Promoter/Affiliate and Networth of Promoter/Affiliate .
(1)	(2)	(3)	(4)	(5)		
1				Yes/No		
2				Yes/No		
..				Yes/No		
Total Networth						

3. Experience in employee handling

The Bidder should have a minimum two years of experience in employing and managing a workforce as specified in Clause 5.2.6. Letter of evidence showing the details of full-time employees duly signed by MD/CEO/Manager of the Bidding company as per companies act.

Particulars of the company	Number of employees as on March 31, 2008	Number of employees as on March 31, 2009
Name of Lead Member in a Consortium/Name of Pump Manufacturer		

4. Proposal of Key Personnel

The Bidding Company/Lead Member should have at least five individuals on a full time basis each having experience of more than 5 years in power sector.

Particulars of the company	Number of individuals on a full time basis each having experience of more than 5 years in power sector as on March 31, 2009
Names of the Bidding Company/Lead Member of Consortium	

(Details of personnel employed/proposed to be employed with bio-data/ curriculum vitae (limited to 2 pages) highlighting distribution experience, and consent to work with Bidder on fulltime basis in case of award. The bio-data should be jointly signed by the person concerned and the Bidder. In case of proposed employees, the biodata should be accompanied by a commitment from the person and the Bidder stating agreement to be associated on full-time basis in case of award.).

5. Assured line of credit**Letter of ASSURED LINE OF CREDIT***(To be submitted by a Reputed Bank on the Bank's Letterhead)***Date:** *(Insert Date)***To:** **Maharashtra State Electricity Distribution Company Limited***Represented by***Chief Engineer (Distribution Special Project Cell)**

Maharashtra State Electricity Distribution Co. Ltd.

Prakashgad, 4th Floor

Prof. Anant Kanekar Marg, Bandra (East)

Mumbai 400 051, India

Subject: **Letter of Assurance for Providing a Revolving Line of Credit for Agricultural DSM Pilot Project in Solapur Circle**

Dear Sir,

WHEREAS _____ [name and address of Bidder] (hereinafter called the **Bidder**) intends to submit a Bid ----- (Bid package no:) in response to the Request for Proposal issued by the Maharashtra State Electricity Distribution Company Limited (MSEDCL) (hereinafter called the **Employer**) on _____, 2010;

The scope of work includes dismantling the existing pump sets, procurement of Energy efficient Pump Sets, installation, maintenance and repair/replacement. The bidder shall also be responsible for financing, implementing and operating this pilot Project that will replace 3530 pump sets in target feeders, as identified by MSEDCL and measure savings to quantify the benefit of the program.

WHEREAS the Bidder has requested that an assured revolving line of credit be provided to it for executing the works in the event that it is determined to be qualified to undertake the Works and is subsequently determined to be eligible for award of contract; then

KNOW ALL THESE PEOPLE by these presents that We _____ [name of Bank] of _____ [name of Country] having our registered office at _____ [address of registered office] are willing to provide to _____ (the Bidder) a sum of up to Rs. _____ (Rupees _____ only) as an assured revolving line of credit for executing the Works under the '**Agricultural DSM Pilot Project in Solapur Circle**' should the Bidder be selected for award of contract based on its tendered prices. This assured line of credit will be in addition to any existing lines of credit which the Bidder has with our Bank, and will not be transferable to any other project that the Bidder may have.

We understand that this assurance may be taken into consideration by the Employer during evaluation of the Bidder's financial capabilities, and further assure that we intend to maintain this revolving line of credit until such time as the Works are completed and taken over by the Employer.

SEALED with the Common Seal of the said Bank on the ___ day of _____, 2009.

Date: _____ Signature of the Bank: _____

Witness: _____ Seal: _____

[Signature, name and address]

- 6. No. of BEE star labeled pump manufactured**
- 7. CVs of Team Leader and No. of certified energy auditors with their CVs and registration number**
- 8. Approach and methodology**

13. EXHIBIT 6: COVERING LETTER FOR FINANCIAL PROPOSAL

(This covering letter for Financial Proposal is to be submitted by the Bidding Company or the Lead Member of a Bidding Consortium along with the Financial Proposal.)

Date :

Place :

The Chief Engineer (Distribution Special Projects)
Maharashtra State Electricity Distribution Company Ltd, Prakashgad,
Bandra (East),
Mumbai 400 051

Dear Sir,

Sub: Agricultural DSM Pilot Project in Solapur Circle

Please find enclosed our Financial Proposal in respect of **Agricultural DSM Pilot Project in Solapur Circle**(“Project”), in response to the Request for Proposal (“RFP”) document issued by the Maharashtra State Electricity Distribution Company Limited , (“MSEDCL”) on ____ 2010.

We hereby confirm the following:

1. The Proposal is being submitted by(name of the Bidder) in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood, and abide by; all the terms and conditions stipulated in the RFP document issued by MSEDCL and in any subsequent communication sent by MSEDCL.
3. Our Financial Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from MSEDCL.
4. We would be solely responsible for any errors or omissions in our Financial Proposal.

For and on behalf of :
Signature :

(Authorised Signatory) :
Name of the Person :
Designation :

14. EXHIBIT 7: FORMAT FOR FINANCIAL PROPOSAL

Name of the Bidder					
Guaranteed annual energy savings (in %)	Year 1	Year 2	Year 3	Year 4	Year 5

For and on behalf of :

Signature :

(Authorised Signatory) :

Name of the Person :

Designation:

15. EXHIBIT 8: FORMAT FOR CONSORTIUM AGREEMENT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution, duly signed on each page.)

FORM OF CONSORTIUM AGREEMENT BETWEEN

M/S....., M/S.....,
M/S..... AND M/S.....
FOR (.....)

THIS Consortium Agreement (hereinafter referred to as “Agreement”) executed on this..... day ofTwo thousand..... between M/s..... a company incorporated under the laws of and having its Registered Office at (hereinafter called the "**Party 1**", which expression shall include its successors, executors and permitted assigns), M/s a company incorporated under the laws of and having its Registered Office at (hereinafter called the "**Party 2**", which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "**Party n**", which expression shall include its successors, executors and permitted assigns) [The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members] for the purpose of submitting the Bid in response to the RFP and in the event of selection as Successful Bidder to comply with the requirements as specified in the RFP and ensure execution of the RFP Package as may be required to be entered into with MSEDCL.

Party 1, Party 2, and Party n are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS, MSEDCL had invited Bids, vide RFP dated [Insert date] issued to..... [Insert the name of purchaser of RFP]

AND WHEREAS Clause 5.2.5 of the RFP stipulates that the Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the RFP, whereby the Member Companies undertake to be liable for their respective equity investment commitment and undertake to submit the Security Deposit as required as per the provisions of the RFP, as specified herein.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the selected Bidder by MSEDCL, we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of (the names of all the other Members of the Consortium to be filled in here).
2. The Lead Member is hereby authorized by the Member Companies and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members.
3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
4. The percentage of equity holding of each Member of the Consortium in the Project shall be/is as follows:

Name	Percentage of equity holding in the Project
Party 1
....
Party n
Total	100%

[Note: The percentage equity holding for any Consortium Member cannot be zero in the above table. Lead Member's percentage equity holding cannot be less than 51%.]

5. In case of any breach of any of the equity investment commitment as specified under clause 4 above by any of the Member Companies, the Lead Member shall be liable to meet the equity obligation.
6. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

7. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
8. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Mumbai alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
9. It is hereby agreed that the Lead Member shall furnish the Earnest Money Deposit, as stipulated in the RFP, on behalf of the Consortium.
10. It is hereby agreed that in case of selection of Bidding Consortium as the selected Bidder, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Security Deposit on behalf of the AGIA in favor of MSEDCL, as stipulated in the agreement to be signed between the AGIA and MSEDCL. The Lead Member shall be responsible for ensuring the submission of the Security Deposit on behalf of all the Member Companies.
11. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the selected Bidder, shall remain valid over the term of the agreement to be signed between the AGIA and MSEDCL, unless expressly agreed to the contrary by MSEDCL.
12. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFP for the purposes of the Bid.
13. It is clearly agreed that the Lead Member shall ensure performance under the agreements and if one or more Consortium Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium Members.
14. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of the MSEDCL.

This Consortium Agreement

- (a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party,
- (b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof;
- (c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of Procurer(s):

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through their authorized representatives, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

Common Seal of For and on behalf of
has been affixed in my/our Consortium Member (party 1)
presence pursuant to the M/s.....
Board of Director's resolution
dated

.....
(Signature) (Signature of authorized
representative)
Name: Name:
Designation:..... Designation:
Place:
Date:

Witness¹:

1.
(Signature)
Name

Designation.....

2.
(Signature)
Name

Designation.....

Common Seal of For and on behalf of
has been affixed in my/our Consortium Member (Party n)
presence pursuant to the M/s.....
Board of Director's
resolution dated

.....
(Signature) (Signature of authorized
representative)
Name: Name:

¹ Separate witness for each Consortium Member should fill in the details.

Designation:
Place:
Date:

Designation:

WITNESS ¹

1.
(Signature)
Name

Designation.....

2.
(Signature)
Name

Designation.....

Attested:

.....
(Signature)
(Notary Public)

Place:
Date:

16. EXHIBIT 9: FORMAT FOR CERTIFICATE OF RELATIONSHIP

(Certificate of Relationship of Promoter/Affiliate with the Bidding Company or with the Member Company, including the Lead Member)

To,
The Chief Engineer (Distribution Special Projects)
Maharashtra State Electricity Distribution Company Ltd, Prakashgad,
Bandra (East),
Mumbai 400 051

Dear Sir,

Sub: Agricultural DSM Pilot Project in Solapur Circle

We hereby certify that M/s....., M/s....., M/s are the Affiliate(s) / Promoter(s) of the Bidding Company/Member of the Bidding Consortium as per the definition of Affiliate/Promoter as provided in this RFP and based on details of equity holding as on seven (7) days prior to the Bid Deadline.

The details of equity holding of the Bidding Company/Member of the Consortium in the Affiliate/Promoter or vice versa as on seven (7) days prior to the Bid Deadline are given as below:

Name of Bidding Company / Member of Bidding Consortium	Name of the Affiliate of the Bidding Company / Member of the Bidding Consortium*	Name of the Parent Company of the Bidding Company / Member of Bidding Consortium	Name of the company having common control on the Affiliate and the Bidding Company / Member of Bidding Consortium

.....
(Insert Name and Signature of Statutory Auditor of the Bidder or practicing Company Secretary)