



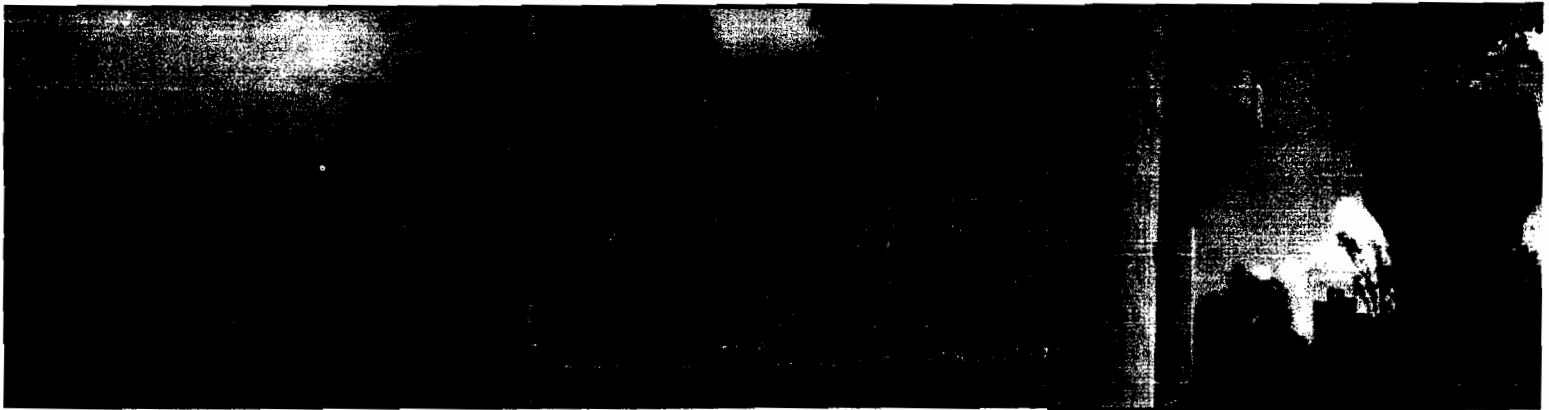
**AURANGABAD MUNICIPAL CORPORATION**

**ORIGINAL**

**AURANGABAD WATER SUPPLY PROJECT**

**BUILD, REFURBISH, OPERATE AND MAINTAIN WATER SUPPLY SYSTEM  
FOR AURANGABAD CITY**

*AMC / e-tender / 39 / 2009*



**FINANCIAL - PROPOSAL**

*Submitted by :*

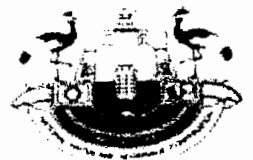
**CONSORTIUM OF SPML INFRA LIMITED + VA-TECH WABAG +  
NATIONAL WATER AND SEWERAGE CORPORATION**

Plot No. 65, Sector -32, Institutional Area,

Gurgaon – 122001

Tel : 124 – 4843600 ; Fax : 124 - 4269139

**NOVEMBER, 2010**



**APPENDIX I**  
**LETTER COMPRISING THE BID**

**Ref: SPML:124:EPC:T-68:2010-11:**

**Date: 29.11.2010**

The Commissioner,  
Aurangabad Municipal Corporation  
Town Hall,  
Aurangabad-431001, Maharashtra, India  
Phone:+91-240-2331194  
Fax number:+91-240-2331213  
E-mail: contact@aurangabadmahapalika.org

Dear Sir,

**Sub: Build, Refurbish, Operate and Maintain the Water Supply System of Aurangabad City, Maharashtra State, India – Submission of Bid.**

With reference to the subject tender, we are pleased to submit herewith our proposal as per the tender specifications and requirements.

As desired, we are enclosing herewith the Bank Guarantee for Rs. 7,92,00,000/- (Rupees Seven Crores Ninety Two Lakhs Only) issued by State Bank of Bikaner & Jaipur, Kolkata bearing No: 1060410BG0000093 dated 27.11.2010 towards earnest money deposit as per the tender requirement.

We are also enclosing herewith the with following documents as stipulated in the tender document.

**Envelope-I: Financial Bid**

1. Letter comprising the Bid : Appendix – I

**Envelope-II: Enclosures of the Bid**

2. Bid Security – Appendix – II
3. Power of Attorney for signing of Bid - Appendix – III
4. Power of Attorney for Lead Consortium Member of Consortium – Appendix – IV
5. Buisness Plan - Appendix – V

**SPML INFRA LIMITED**

Plot No. 65, Sector-32, Gurgaon, - 122001, Haryana  
Tel: +91-124- 4204601 Fax: +91-124- 4269139  
Email: info@spml.co.in, www.spml.co.in



**Envelope-III: Copy of Documents**

6. Copy of complete set of documents duly signed and stamped all the volumes I, II, III including pre-bid replies and addendums

We hope the documents submitted are in line with your requirement and in case of any clarifications may kindly be intimated to enable us to reply immediately.

Thanking you,

Yours faithfully,  
For SPML Infra Limited

  
**S. Kishore**  
President - Water



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**APPENDIX I -  
LETTER COMPRISING THE BID**

Dated: 29.11.2010

The Commissioner,  
Aurangabad Municipal Corporation,  
Town Hall, Aurangabad – 431 001  
Maharashtra State, India.

Sub: Bid to Build, Refurbish, Operate and Maintain the Water Supply System of  
Aurangabad City, Maharashtra State, India.

Dear Sir,

1. With reference to your RFP document dated **20.05.2010**, we, having examined the Bidding Documents and understood their contents, hereby submit our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of being selected for the development, construction, operation and maintenance of the aforesaid Project.
4. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and herein waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we/ any of the Consortium Members have not:
  - a) Failed to perform on any contract entered into with a governmental/statutory body or authority, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award;
  - b) been expelled from any project or contract entered into with a governmental/statutory body or authority; or
  - c) had any contract entered into with a governmental/statutory body or authority terminated for breach on our part.
7. We declare that:
  - a) We have examined and have no reservations to any of the volumes of the RFP, including any Addendum issued by the Authority;
  - b) We do not have any conflict of interest in accordance with Clauses 2.3 of the RFP document;

**SPML INFRA LIMITED**

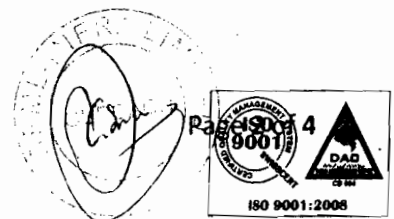
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- c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 2.14 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 2.14 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 3.8 of the RFP document.
9. We believe that our Consortium, proposed Consortium satisfy(ies) the Financial Criteria and meet(s) the requirements as specified in the RFQ document and are is qualified to submit a Bid.
10. We declare that we/any Member of the consortium, are not a Member of any other Consortium submitting a Bid for the Project.
11. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to an offence of moral turpitude.
12. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
13. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/Managers/employees.
14. We undertake that in case due to any change in facts or circumstances during the Bidding Process, our Bid may be disqualified in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
15. We acknowledge that we/our Consortium was pre-qualified and short-listed on the basis of the Bidder's /or the Consortium Member's Technical Capability and Financial Capability. The Bidder further acknowledges and undertakes that the Bidder/ Lead Member of the Consortium, as the case may be, shall hold a minimum equity stake equal to 51% (fifty one percent) of the paid up share capital of the Concessionaire for the duration of the Concession Period. Moreover in the case the Bidder is a Consortium, then each of the other Consortium Members shall hold at least 10% (ten percent) of the equity of the Concessionaire for the duration of the Concession Period. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Draft Concession Agreement in respect of the Change in Ownership.

**SPML INFRA LIMITED**

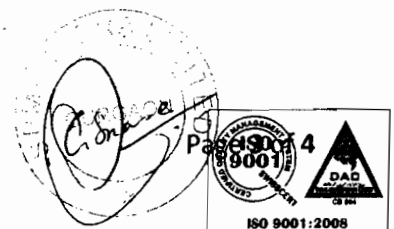
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16. We acknowledge and agree that in the event of a change in Control of the Bidder/ Consortium Member whose Technical Capability and or Financial Capability was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ. We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify the Bidder/ Consortium or withdraw the Letter of Award, as the case may be. We further acknowledge and agree that in the event such change in control occurs after signing of the Draft Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Draft Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
17. We understand that the Selected Bidder shall incorporate a special purpose vehicle under the Indian Companies Act, 1956, to implement the Project prior to execution of the Draft Concession Agreement.
18. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
19. In the event of our being declared as the Selected Bidder, we agree to incorporate a special purpose vehicle to enter into a Draft Concession Agreement in accordance with the draft that has been provided to us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
20. We have studied the RFP and RFQ carefully and also surveyed the existing asset and the Project site. We understand that except to the extent as expressly set forth in the Draft Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
21. The Annual Grant /Premium has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, Draft Concession Agreement, our own estimates of costs, demand and recovery of user fees from end users and after a careful assessment of the site and all the conditions that may affect the Bid.
22. We acknowledge and understand that whilst the Authority will assist the Concessionaire in accordance with the terms of the Draft Concession Agreement, the collection risk for the Project will be borne entirely by the Concessionaire, the Authority will not guarantee a minimum level of collection from the end users. We also acknowledge that the Annual Grant /Premium has been quoted by us after taking this fact into consideration.
23. We acknowledge and understand that the Project shall be implemented in accordance with the Mandatory Project Requirements and the DPR as set out in the Project Information Memorandum.

**SPML INFRA LIMITED**

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24. We offer a Bid Security of Rs.7.92 Crores (Rupees Seven crores and Ninety Two Lacs Only) to the Authority in accordance with the RFP Document.
25. The Bid Security in the form of a ~~Demand Draft~~ Bank Guarantee is attached.
26. We agree and understand that the Bid is subject to the provisions of this RFP. In no case, We shall have any claim or right of whatsoever nature if the Project/Concession is not awarded to us or our Bid is not opened
27. We hereby submit our Bid and ~~offer a Premium / Annual Grant~~ in the form of  
 Rs. 63,00,00,000 = 00 Rupees (Sixty Three  
CRORES ONLY)  
 per annum) for undertaking the aforesaid Project in accordance with this RFP and the Draft Concession Agreement.
28. We agree to keep this offer valid for 270 (two hundred and seventy) days from the Bid Due Date specified in the RFP.
29. We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, we submit this Bid under and in accordance with the terms of the RFP document.

NO correction in rates quoted.  
 i.e. Sixty-three crore only. (P.G.)

Yours faithfully,

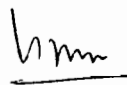
  
**S. KISHORE**  
 PRESIDENT - WATER




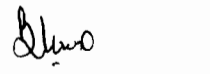
Name and seal of Bidder/Lead firm:

**SPML INFRA LIMITED**  
 (formerly Subhash Projects And Marketing Limited)  
 Plot No. 65, Sector-32  
 Institutional Area,  
 Gurgaon-122001


Date: 29.11.2010  
 Place: Gurgaon

  
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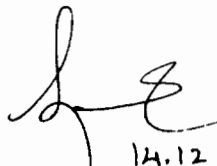
  
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
  
 14/12/2010  
 Commr. AMC

  
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 UCPL

  
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 14.12.2010  
 (S.D. Panzade)

  
 14/12/10

  
 (R.C. VARDE)

