

**WATER SUPPLY DIVISION, CIVIL ENGINEERING DEPTT.
NEW DELHI MUNICIPAL COUNCIL
ROOM NO. 231, SHAHID BHAGAT SINGH PLACE
NEW DELHI**

REQUEST FOR PROPOSAL

No. EE (W/S)/D/_____

Dated _____

RFP. No. 2016_NDMC_104318_1

- | | |
|--|--|
| 1. Date of release of RFP through e-procurement solution | 27.04.2016 |
| 2. Last date and time for downloading RFP documents | 12.05.2016 upto 2.30 PM |
| 3. Date and time for pre-bid meeting, if any | 4.05.2016 at 3.00 pm in Room No. 1501 15 th Floor, office of Chief Engineer (Civil-I), Palika Kendra, NDMC New Delhi. |
| 4. Date and time for submission of RFP | 12.05.2016 upto 3.00 PM |
| 5. Date and time of opening of RFP | 12.05.2016 at 3.30 PM |

Executive Engineer (W/S), invites online RFP As a part of the smart city plan NDMC will like to make drinking water widely available at public places in NDMC area. This project will allow potable water to be supplied to the consumer in his/her container and in paper glass of 250ml. This proposal will be essential for betterment of environment as the use of consumer's container would avoid the waste due to plastic/bottles NDMC here by wishes to invite reputed firms (Applicants) for selection as concessionaire to install and operate water ATMs to provide access to safe drinking water at public places for a period of seven years. Locations of public places in NDMC area for the work **Designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP)**, at the Estimated Cost of **Rs Nil** with a time of completion of **Three Months** from the 10th day of the date of written work order at the cost of RFP Document (non refundable) of Rs.5000/-(Five Thousand only). A sum of **Rs 5,00,000/-** as earnest money shall have to be deposited in NDMC treasury through pay order/demand draft/banker's cheque/Deposit at Call Receipt/FDR of a scheduled bank in favour of Secretary, NDMC payable at local branch of Delhi/New Delhi. It should be ensured that the FDR is pledged in favour of the Secretary, NDMC.

Eligible firms / agencies may download the RFP documents for reference only from Delhi Govt. E-procurement Portal <https://www.ndmc.gov.in> for bidding purpose. However RFP shall be quoted through e-tendering only.

The bidder may inspect the site on any working day and may contact for any query or technical clarification to Executive Engineer (WS)/ Head of Department. The duly filled up RFP documents shall be submitted online on **12.05.2016 upto 3.00 PM** and the same shall be opened on the same day in presence of the Firms / agencies or their authorized representative who may desire to attend.

NDMC reserves the right to reject the whole or any part of the bid without assigning any reason.

Executive Engineer (W/S)

Copy to:

E.E (Stores) / EE(R-I,R-II, R-III, R-IV, R-V)/ E.E.(C-I,III,V,VI)/EE(BM-I,II,III)/ EE(SP), EE(SM), EE(Project), EE(BM-PK) EE(CP) Project, / H.A. (W/S)/ Notice Board, Director (PR), NDMC Builders Association, 33 S.B.S. Gole Market, Contractor Association, M/s Delhi Contractors & Builders, 5503, Ch. Prem Raj Bhawan, Ch. Bhim Singh Road, Chandrawal, Delhi.

CE(C-III) – for favour of information please.

SE(PH) – for favour of information please.

Director (IT) – for information please

AE- V(W/S) – For preparation of justification of rates and submit on or before 12.05.2016 at 3.00 PM to EE(W/S) duly checked by Head Draftsman.

Executive Engineer (W/S)

New Delhi Municipal Council



REQUEST FOR PROPOSAL

**Designing, financing, constructing / installing, operating and
maintaining of Water ATMs and vending of water from Water ATMs at
Public Places
through Public Private Partnership (PPP)**

**DATE OF ISSUE – 27.04.2016
LAST DATE OF SUBMISSION - 12.05.2016**

Contents

| | |
|--|----|
| VOLUME – I | 3 |
| Introduction | 4 |
| 1. NOTICE INVITING PROPOSALS FOR WATER ATM..... | 5 |
| 2. GENERAL DETAIL OF WORKS: | 5 |
| INSTRUCTION TO APPLICANTS | 6 |
| INTRODUCTION | 6 |
| 3. Period of Completion | 8 |
| 4. Eligibility Criteria | 8 |
| 5. Content of RFP Document..... | 8 |
| 6. Site Visit | 9 |
| 7. Amendment of RFP Documents | 10 |
| PREPARATION OF PROPOSALS | 10 |
| 8. Language of Proposal | 10 |
| 9. Detailed Design of Water ATM | 10 |
| 10. Financial Proposal..... | 11 |
| 11. Proposal-Financial bid | 11 |
| 12. Proposal Currency..... | 11 |
| 13. Earnest Money and Security Deposit..... | 11 |
| 14. Period of Validity of proposal..... | 12 |
| SUBMISSION OF PROPOSALS | 13 |
| 15. Format and Signing of proposal..... | 13 |
| 16 Sealing and Marking of Proposals | 14 |
| 17 Late Proposals..... | 15 |
| PROPOSAL OPENING AND EVALUATION..... | 15 |
| 18 Opening of Proposals by NDMC | 15 |
| 19 Preliminary Examination of Proposals..... | 15 |
| 20 Confidential Treatment | 16 |
| 21 Substantial Proposal & Technical Eligibility | 16 |
| 22 Financial Evaluation | 16 |
| 23 Contract award Criteria..... | 17 |
| 24 NDMC’s Right to Accept Any Proposal and to reject Any or all Proposals..... | 17 |
| 25 Notification of Rate contract..... | 17 |
| 26 Signing the Contract Agreement..... | 17 |
| 27 Corrupt or Fraudulent Practices | 18 |
| 28 Documents sanctity | 19 |
| 29 Code of Integrity | 19 |
| 30 Conflict of Interest | 19 |
| 31. GENERAL CONDITIONS OF CONTRACT | 21 |
| 32. SPECIAL CONDITIONS OF CONTRACT (PART - A)..... | 29 |
| 33. SPECIAL CONDITIONS OF THE CONTRACT (PART B)..... | 38 |
| VOLUME –II..... | 50 |
| VOLUME – III..... | 59 |

Designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP)

VOLUME – I

REQUEST FOR PROPOSAL

Designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP)

**New Delhi Municipal Council (NDMC)
Palika Kendra, Sansad Marg.
New Delhi 110001**

Introduction

New Delhi Municipal Council (NDMC) seeks Request for Proposal (RFP) from reputed / eligible agencies for set up water ATMs to provide access to safe drinking water at public places on PPP mode

As a part of the smart city plan NDMC will like to make drinking water widely available at public places in NDMC area. This project will allow potable water to be supplied to the consumer in his/her container and in paper glass of 250ml. This proposal will be essential for betterment of environment as the use of consumer's container would avoid the waste due to plastic/bottles NDMC here by wishes to invite reputed firms (Applicants) for selection as concessionaire to install and operate water ATMs to provide access to safe drinking water at public places for a period of seven years.
Locations of public places in NDMC area is as per list annexed.

WHO CAN APPLY: The Applicant shall be a single legal entity (firm, company etc.) to implement the Project(s).

SCOPE OF WORK: The scope of work would include the complete process of setting up of water ATM with BIS14543 standard for safe drinking water. This will include designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP) for a period of seven years.

HOW TO APPLY: The Request for Proposal (RfP) document can be obtained against payment by way of a crossed Demand Draft (non-refundable) drawn in favour of Secretary, New Delhi Municipal Council' payable on any Scheduled Bank at New Delhi, on all working days (Monday to Friday) between 10.00 hrs to 17.00 hrs IST from the office of:

The Executive Engineer
Water Supply Division
Room No 231, SBS Palace,
Gole Market, New Delhi-110001
Ph- 011-23745439(office)

Cost of the RFQ Document

| | |
|----------------------------------|----------|
| Obtained from the Office of NDMC | INR 5000 |
|----------------------------------|----------|

Relevant Dates

| | |
|----------------------------------|------------|
| | |
| Last date for submission of Bid | 12-05-2016 |
| Pre-Bid Meeting | 04-05-2016 |
| Date of opening of Technical Bid | 12-05-2016 |

The RFP documents will also be available on NDMC website: www.ndmc.gov.in. If the document is downloaded from the above web site, the demand draft for the amount payable to wards cost of document should be enclosed along with the Application. In case of any difficulty in down loading the document from the above web site, information may be obtained by sending an e-mail to seph.civil@ndmc.gov.in

**New Delhi Municipal Council (NDMC)
Palika Kendra, Sansad Marg.
New Delhi-110001**

1. NOTICE INVITING PROPOSALS FOR WATER ATM

To meet the safe drinking water requirements at public places in NDMC area, drinking water is to be supplied to the consumer in his/her container and in eco-friendly biodegradable paper glass of 250ml capacity. This proposal is essentially for betterment of environment as the use of consumer's container would avoid the waste due to plastic/bottles. NDMC hereby invites reputed firms/companies (Applicants) for selection as Concessionaire for Designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP) of ATMs for seven (07) years.

Location of public places in NDMC area is as per list **Annexure-11**

Details of this RFP notification can be seen in RFP exhibited on web site www.ndmc.gov.in

The RFP document can be downloaded from website www.ndmc.gov.in

2. GENERAL DETAIL OF WORKS:

- 1 **WORK DESCRIPTION** - For designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP) for 7 Years.
- 2 **Earnest Money** – Rs 5,00,000/-

INSTRUCTION TO APPLICANTS

INTRODUCTION

1 General Information

- 1.1 The New Delhi Municipal Council (herein after referred to as "NDMC") provides civic services to an estimated population of 2.5 Lac covering an area of 42.74 square Kilometres. In addition to the resident population of the NDMC area, an additional 15 Lac people commute to commercial complexes and government offices in NDMC area.

NDMC invites detailed proposals (herein after referred to as "Proposal") for installing water ATMs to provide access to safe drinking water at public places herein after referred to "Proposal".

The Proposals would be evaluated on the basis of the evaluation criteria for determining financial bid of the technically qualified applicants set out in this RFP document ("Evaluation Criteria") in order to identify the Successful Bidder. The Successful Bidder ("Concessionaire") would then have to enter in to a Concession Agreement with NDMC and perform the obligations as stipulated therein, in respect of Project.

- 1.1.1 The Concessionaire would be responsible for designing, financing, constructing / installing, operating and maintaining of water ATMs and vending of water from Water ATMs for a period as stipulated in the Concession Agreement subject to his fulfilling the requirements set out in this RFP document.
- 1.1.2 Terms used in this RFP document, which have not been defined herein, shall have the meaning as cribbed to them in the Concession Agreement.

1.2 Executing Agency

The Executing Agency of this project is

The Executive Engineer, Water Supply Division, NDMC
Room No 231, SBS Palace,
Gole Market, New Delhi-110001
Ph- 011-23745439 (Office)

1.3 Type of Contract

The form of this contract is Public Private Partnership (PPP) mode.

1.4 Scope of Work

All works, proposed for execution under the contract, are specified in Volume-II of the RFP document under the headline "Scope of Work and Technical Specifications".

1.5 The Applicant shall read the specification and study the scope of work carefully.

1.6 The concessionaire shall abide by all the terms and conditions as laid down in this RFP

1.7 The Applicant is required to carefully study all Instructions, forms, terms, conditions and other details in the RFP documents. Failure to upload complete and legible information and documents as required in the RFP documents or submission of a RFP not substantially responsive as per requirements of the RFP document in every respect will be at the Applicant(s) risk and may result in rejection of its proposal.

1.8 The Applicant shall sign a declaration under the Official Secrets Act for maintaining secrecy of the RFP documents, drawing or other records connected with the work given to him form given below.

DECLARATION

“I/We hereby declare that I/We shall treat the RFP documents, drawings and other records, connected with the work, as secret confidential documents and shall not communicate information derived there from to any person other than a person to whom. I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same”. Failure to observe the secrecy of the RFPs will render proposals liable to summary rejection.

1.9 The site for execution of the work will be made available as soon as the work is awarded. In case, it is not possible for the NDMC to make the entire site available on the date of award of the work, the Applicant shall arrange his working program accordingly. No claim, whatsoever, for not making available the actual site area on award of the work or making available the site in parts will be tenable. The Applicant may satisfy himself regarding site, availability of land and accessibility of the sites etc.

1.10 Applicant shall submit only unconditional RFPs. Conditional RFPs are liable to be rejected summarily. The RFP documents show already the specific terms and conditions on which RFPs are required by the NDMC, hence all proposals should be in strict conformity with the RFP documents and should be filled in, digitally signed. Incomplete proposals are liable to be rejected. The terms and conditions of the RFP document are firm; as such conditional proposals are liable to be rejected.

1.11 If it is found that the proposals are not submitted in the manner prescribed, and unreasonable rates or amounts, it would be open for the competent authority not to consider the proposal, forfeit the amount of earnest money and/or de-list the Concessionaire.

2. Address for communication

2.1 All communication in reference to this RFP must be made to:

The Executive Engineer, Water Supply Division, NDMC
Room No 231, SBS Palace,
Gole Market, New Delhi-110001
Ph- 011-23745439(office)

3. Period of Completion

3.1 The allocated work of design, supply, installation & commissioning of all water ATMs as per the requirement of this RFP is to be completely finished to the satisfaction of Engineer-in-charge within 3 months from the 10th day of the date of written work order(s) to commence the work at given sites there after its operation & maintenance (O&M) for 7 Years.

4. Eligibility Criteria

4.1 YEARS OF OPERATION

The applicant shall be in existence for at least 1 year and should have performed similar nature of work of installation and operation of water ATMs for public.

4.2 EXPERIENCE CRITERIA

The bidder should have completed installation and successful operation of water ATMs in at-least 20 locations for a period of continuous six months.

5. Content of RFP Document

5.1 The facilities required, proposal procedures, contract terms and technical requirements are prescribed in the RFP documents. The RFP document include the following sections, and addendum's issued if any till the date of submission of the proposal:

1. Volume-I

- I. Notice Inviting RFP
- II. Instruction to Applicants
- III. Qualification Schedules
- IV. General conditions of contract
- V. Special conditions of contract Part "A"& "B"

2. Volume-II

- I. Scope of work & Technical specifications, Annexure and proposal drawings

3. Volume-III

- I. Financial Bid

6. Site Visit

6.1 The Applicant and any of its personnel or agents will be granted permission by the NDMC to enter upon its premises and lands for purpose of such site visits, but the Applicant and its personnel will be responsible for any loss or damage to property and any other loss, damage, costs and expenses including loss of life/injury to any person incurred as a result of the site visits

6.2 The Applicant will be deemed to have satisfied himself as to all the conditions and circumstances affecting the contract price (e.g. as to the general circumstance at the site(s) of the work, the general labour position at the site, the availability of construction material, water, electricity, the transport conditions, the climatic and meteorological conditions) and to have fixed his prices according to his own view about these.

6.3 The NDMC, will not be responsible for the personnel of the Applicant and for all acts in relation with site inspection. The Applicant shall be responsible for any misunderstanding or incorrect information however obtained except the information given in writing by the NDMC.

Omissions, Errors and clarification; Pre bid Meeting

6.4 Applicants shall carefully examine the scope of work and specifications and fully inform themselves as to the conditions and matters which may in any way affect the work or the cost thereof. Should an Applicant find discrepancies or omissions in the documents or should he be in doubt as to their meaning he should notify NDMC in writing not later than one week after or present his request in written form during the pre-BID meeting. NDMC will respond to any request which is made prior to or during the pre- BID conference.

Any resulting interpretation or modification of the RFP documents shall be issued online to all Applicants as an addendum, which will become a part of the RFP documents. The Applicants shall acknowledge in writing the receipt of each addendum.

No claims except as otherwise expressly provided will afterwards be accepted due to non-understanding or misinterpretation of the RFP documents and addendums issued.

6.5 The Applicants designated representative (having authority letter) is invited to attend a pre-BID meeting, which will take place at the venue and time notified in RFP.

6.6 In an effort to bring all terms and conditions and specifications of works on a common platform, before the submission of qualification and financial bids, and for any explanation that is desired in reference to the document mentioned in **Clause-5 of the document**, a pre-bid meeting shall be held. The Applicants designated representative (having authority letter)

are invited to attend a pre- bid meeting which will take place at the venue and time as mentioned in RFP. The Applicants are invited to participate in the pre- bid meeting at the date and time mentioned in RFP. They may acquaint themselves with the different conditions of installation site(s) prior to this meeting. The purpose of this meeting is to clarify issues raised at that stage which requires clarification in reference to the execution of work. The Applicants are requested to analyse the terms and conditions, specifications, design, drawings, quotation sheets etc. of the document. The deviations thought necessary, along with clarifications required must be pointed out.

6.7 Applicant is requested, to submit all queries in writing or by e-mail, to reach the NDMC not later than five days before the pre bid meeting or give the clarifications desired in pre-bid meeting in writing.

6.8 Any modification of the documents listed in **Clause- 5**, of the document, which may become necessary as a result of the pre- bid conference, shall be made by the NDMC exclusively through online issuance of addendum.

7. Amendment of RFP Documents

7.1 At any time prior to the deadline for submission of RFPs, NDMC may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Applicant, amend the RFP documents.

7.2 The amendment will be notified online to all bidders and it shall be binding on them. It will be assumed that the information contained therein has been taken into account by the Applicant in its RFP.

7.3 In order to provide prospective Applicants reasonable time to take the amendment into account, in preparing their RFP, NDMC may, at its discretion, extend the deadline for the submission of proposals, in which case, the NDMC will notify on line to bidders of the extended deadline, for submission of proposals.

PREPARATION OF PROPOSALS

8. Language of Proposal

8.1 The proposal prepared by the Applicant and all correspondence and documents related to the proposal exchanged by the Applicant and NDMC shall be written in English.

9. Detailed Design of Water ATM

9.1 The Applicant should provide ATM layout and design for each location under Project Facility and shall inter alia, include the following:

9.1.1 Design for the water ATMs including detailed engineering drawings.

9.1.2 Architecture drawing of ATM for each location.

- 9.1.3 The engineering drawings shall be in 1:100 scale.
- 9.1.4 Detailed water process system shall be provided with the bid document.
- 9.1.5 The casing of the Water ATM both inside-outside shall be at-least Stainless Steel 304.
- 9.1.6 Other specifications of Water ATM shall be as per the details mentioned in this RFP. The system to be finally provided by the successful bidder shall correspond to the specifications of the RFP documents and shall be subjected to the approval of NDMC.

10. Financial Proposal

10.1 The Applicant will provide the financial proposal as furnished in the volume-III of the RFP.

11. Proposal-Financial bid

11.1 The contract will be for the complete work as described in the RFP document. The rate quoted shall remain firm and fixed and no price/rate variation shall be admissible.

11.2 The Applicant will quote his rates only in English. Rates should be quoted in figures as well as in words and in case the rates so quoted differ, the lower of the two shall be treated as the rate quoted by the Applicant.

11.3 The Applicant will provide their financial proposal as given in prescribed format of Volume III of the RFP document, as per the specifications given for installation and commissioning with other direct and indirect costs to be incurred during period.

11.4 The Concessionaire will satisfy himself regarding the availability of the material required for execution within the time frame prescribed for the work and if desired will take into account the cost of superior material to be used as its replacement. No time extension or additional cost shall be allowed on this account.

12. Proposal Currency

12.1 All prices shall be quoted in the Indian Rupee. The NDMC will not arrange any foreign currencies for import of any type of material/spares etc.

13. Earnest Money and Security Deposit

13.1 An amount of Earnest money as mentioned in RFP as Rs 5,00,000/= by way of an irrevocable Bank Guarantee/ DD issued by a scheduled bank in India in favor of The Secretary. NDMC, must accompany the Proposal as required under the Concession Agreement.

13.2 The Earnest money may be forfeited:

- (a) If the Applicant withdraws its proposal during the period of proposal validity.
- (b) If the Applicant fails within the specified time limit to sign the Contract Agreement
- (c) For any other act of the Applicant detailed herein, for forfeiture of Earnest Money.

13.3 The Earnest money of every Bidder would be returned within a period of ten (10) weeks from the date of announcement of the Successful Bidder.

13.4 An amount of Security Deposit as mentioned in RFP as Rs 20,00,000/= by way of an irrevocable Bank Guarantee/ DD issued by a scheduled bank in India in favor of The Secretary. NDMC, must be submitted by the successful bidder

13.5 The Security Deposit as submitted by the Successful Bidder would be released upon furnishing of the Performance Security in the form and manner stipulated in the Concession Agreement.

13.6 The Security deposit may be forfeited:

- (a) If the successful Concessionaire modifies/ withdraws its Proposal; or
- (b) If the Concessionaire withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; or
- (c) If the Successful Concessionaire fails to provide the Performance Security within the stipulated time or any extension thereof provided by NDMC; or
- (d) If any information or document furnished by the Concessionaire turns out to be misleading or untrue in any material respect.

14. Period of Validity of proposal

14.1 The proposals for the works shall remain open for acceptance for the period of 120 days from the date of opening of the technical proposal. A proposal valid for a shorter period shall be rejected by the NDMC as being non-responsive. If any Applicant withdraws his proposal prior to expiry of said validity period or mutually extended period or make modification in the rates, terms and conditions of the proposal within the said period, which are not acceptable to the NDMC, or fails to commence the work in the specified period/fails to execute the agreement, the NDMC shall, without prejudice to any other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any Applicant, who having submitted a proposal does not execute the agreement or start the work or does not complete the work and the work has to be put to re-bidding, he shall stand debarred from participating in such re-bidding in addition to forfeiture of Earnest Money and Security deposit and other action under agreement.

14.2 In exceptional circumstances, the NDMC may seek the Applicant's consent to an

extension of the proposal validity period. The request and responses thereto shall be made in writing or by e-mail. If a Applicant accepts to prolong the period of validity, the instruments for Earnest Money shall also be suitably extended.

SUBMISSION OF PROPOSALS

15. Format and Signing of proposal

15.1 Bidder shall submit their offer on line in electronic format both for technical and financial proposals and all documents should be digitally signed. Bidder shall procure digital certificate as per IT act. In case of a partnership firm, bid must be digitally signed separately by each partner, thereof, or in the event of the absence of any partner, it must be digitally signed on his behalf, by a person holding power of attorney, authorizing him to do so, such power of attorney will be submitted with the proposal and it must disclose that the firm is duly registered under the Indian Partnership Act, by submitting the copy of registration certificate. In case of a company, the duly authorized representative of the company holding a valid power of attorney on the date of respective correspondence shall digitally sign the proposal.

15.2 The scanned copy of Proposal fees, processing fees, EMD should be uploaded along with the technical bid.

15.3 All omissions in the Schedule of price must be serially numbered and attested by the officer opening the bids, so as to make further dispute impossible on this score

15.4 The documents listed in **Clause-5 of the document**, along with addendum's issued till the date of bid submission, shall be filled by the bidder to bind the bidder to contract. A certificate regarding all pages of the bid has been digitally signed should be attached with prequalification bid.

15.5 Bidders who wish to participate in this proposal will have to register on E-procurement of Delhi

To participate in online proposals, bidders will have to procure Digital Signature Certificate (type II or type III) as per Information Technology Act 2000 using which they can sign their electronic bids. Bidder may contact e- Procurement cell, NDMC of IT&C, Government of Delhi for further assistance. Bidders who already have a valid Digital Certificate need not procure a new digital certificate.

15.6 Before electronic submission of proposal, it should be ensured that all the proposal papers including conditions of contract are read, understood by the Applicant.

15.7 The uploaded document of the bid shall contain no alteration, or additions, unless notified. In case the bidder makes addition and/or correction, the provision written in the original document, read with the addendum or corrigendum issued shall prevail.

16 Sealing and Marking of Proposals

16.1 Bidder shall submit their offer only in online electronic format both for technical and financial proposal and all documents should be digitally signed. However, scanned copy of Proposal fees, EMD and all original papers related to Bank guarantee, power of attorney etc. should be uploaded along with the technical bid.

Contents of Technical proposal

COVER-A

General requirements

16.2 Qualification Bid for technical eligibility should contain following: **SCANNED COPIES OF:**

(a) Proof of Earnest Money in shape of DD/ BG of Nationalised / scheduled Banks.

COVER-B

Requirements for Qualification

16.3 **SCANNED COPIES OF:**

- (a) The name and designation of a person signing shall be clearly indicated. In case of partnership firm / limited company/ group of companies, a power of attorney for the person authorized to sign issued by the partners or authorized signatory shall accompany the proposal.
- (b) The ESI & EPF registration as per Labour Law.
- (c) The proposal letter which shall be duly filled in and signed, as per **Annexure-1**.
- (d) Power of Attorney should be given as per the format given in **Annexure-2**
- (e) An undertaking confirming that for modifications/ deviations to conditions of contract / technical specifications no price information is indicated in cover "B" shall be enclosed. Proposals not containing such undertaking will not be considered for further evaluation, as per **Annexure- 3**.
- (f) A declaration shall have to be made by the Applicant that he has read, understood and accepted without changes, revisions or conditions, the proposal documents and addenda (if any) issued by the NDMC, as per **Annexure-4**.
- (g) A declaration under the official secrets Act for maintaining secrecy of the proposal documents, drawing or other records connected with the work given to him as per **Annexure- 5**.
- (h) Declaration by the Bidder regarding Qualification **Annexure-6**.
- (i) All addendums issued till date of proposal.

16.4 SCANNED COPIES OF:

Qualification Schedules as required in this Vol-I along with supporting documents, consisting of:

- a. Document showing annual turnover for the year 2015-16.
- b. Documents in support of experience of bidder for project execution, and O&M and service network as per provisions mentioned **Experience Criteria as in Clause 4.**

16.5 The Qualification information for eligibility has to be provided very carefully since it will be a basis for the qualification of firms. Only relevant and to-the-point information shall be indicated. Applicants must not supply information not requested in the proposal documents nor make any comments.

16.6 Failure to provide any information may lead to the rejection of the offer.

COVER-C

16.7 Financial Bid/Price Bid

This shall contain only the price bid Rate for sale of water at Public places for:

- i. 250 millilitre (with Eco-friendly Bio-degradable paper Glass of minimum 170
- ii. gsm.)
- iii. 1.00 Litre

17 Late Proposals

17.1 The system does not permit electronic submission of proposals after the due time and date.

PROPOSAL OPENING AND EVALUATION

18 Opening of Proposals by NDMC

The EE, Water Supply, NDMC or his representative will open the proposals online in presence of Applicant (s) or their authorized representative(s) who may choose to be present at the time of proposal opening. The proposals shall be opened in two stages. In first stage the Qualification bid for eligibility determination shall be opened and evaluated. The financial part shall be opened of responsive proposals qualified by competent authority, at a later date, which will be informed online to all responsive and Qualified Applicants. In first stage, Cover "A&B" of the proposals will be opened. The Applicant's name, the status of deposition of earnest money, will be announced by the Proposal Opening Committee at the time of opening.

19 Preliminary Examination of Proposals

The contents of Cover “B” of the individual proposals will be downloaded summarily in order to access their formal conformity and agreement with the instructions and guidance to the Applicants and the completeness. Any proposal not confirming to any of these requirements may be disqualified forthwith at the discretion of NDMC.

20 Confidential Treatment

The NDMC will evaluate the proposal, information relating to the examination, clarification and comparison of the Applicants and recommendations for the award of the contract shall not be disclosed to Applicants or to any other person not officially concerned with the evaluation process until the award to the successful Applicant has been announced. Any efforts by an Applicant to influence the evaluation process or the recommendations and decisions for award may result in the rejection of its proposal.

21 Substantial Proposal & Technical Eligibility

21.1 Notwithstanding the preliminary examination, the NDMC will determine the technical eligibility of the applicant. Technically eligible proposals are those, which meet the following requirements.

I. Earnest money in the required format from a nationalized/scheduled bank is enclosed.

II. Meeting the technical eligibility criteria as detailed in the Eligibility Criteria

III. No deviations and reservations affecting the scope and quality of the work, limiting the rights of the NDMC or the Applicants obligations, or whose rectification would affect the competitive position of the other substantial Applicant.

21.2 If an Applicant is not found to be technically eligible the bid will be rejected by NDMC and will not be used for further evaluation.

21.3 The financial bid of technically eligible bidders shall only be opened.

22 Financial Evaluation

22. 1 The financial offer of the technically qualified Applicants will be opened at a date and time as informed. The technical specification/design given in the schedules or that negotiated shall only be used while execution of work.

22.2 The EE(W/S), NDMC or his/her representative will open the proposals in the presence of any Applicant(s) or their authorized representatives who choose to be present at the time of opening of financial proposals, and will enter the rate/amount of all proposals in the register of Opening of Proposals.

22. 3 Method of Evaluation of Financial Score

Please refer to the Volume III for the format of the financial bid submission. Each Concessionaire needs to submit the following rates for each type of filling container separately for public places

Suppose the following rates are quoted by any Concessionaire the financial score will be determined as per the calculation provided below:

| Container Size | Rate | Weightage | Total Financial Score |
|---|------|-----------|-----------------------|
| 250 ml with biodegradable paper glass (minimum 170 GSM paper) | A | 0.6 | PP = 0.6A + 0.4B |
| 1 litre (without container) | B | 0.4 | |

A, B, will be determined from the Volume III i.e. the financial proposal.

AWARD OF PROPOSAL

23 Contract award Criteria

NDMC will award the work to the bidder having lowest financial score (L1) as per calculation method provided in 22.3.

However, the acceptance of the proposal will rest with the competent authority who does not bind itself to accept the lowest proposal, and reserves the right to accept or reject any or all the proposals received without assigning any reason.

24 NDMC's Right to Accept Any Proposal and to reject Any or all Proposals

The acceptance of the proposal will rest with the NDMC who does not bind itself to accept the lowest proposal and reserves right to reject any or all of proposals received without assigning any reason.

The NDMC's right to accept or reject any or all proposals at any time prior to award of contract, will not incur any liability, to the affected Applicants, of the grounds for the NDMC's action.

25 Notification of Rate contract

Prior to the expiry of the period of proposal validity, the NDMC will notify the successful Applicant that its proposal has been accepted. The notification of award will constitute the formation of the rate contract and Concessionaire agreement, for all legal purposes.

26 Signing the Contract Agreement

Within Thirty days from award of work by NDMC, the successful Applicant shall sign the contract agreement. The following, duly filled in and signed documents, shall form the contract agreement:

- A. Agreement (format placed at **Annexure- 8 along with Annexure-9 as Applicant of Works along with the Integrity Agreement Annexure-10**)
- B. Letter of award and any pre-award correspondence between NDMC and

the Applicant.

C. Proposal documents (bearing stamp of the firm and initials of the authorized signatory for this proposal on behalf of the firm) Contained in:

Vol.-I: General Conditions of contract, Qualification Schedules.

Vol.-II: Scope of Work and Technical Specification, Annexure Proposal Drawings

Vol.-III: Financial Bid

D. The proposal offer

26.1 On acceptance of the proposal, the name of the accredited representative(s) of the Applicant (with a photograph and signature attested) who would be responsible for taking instructions from the NDMC / engineer in charge, shall be communicated to the Engineer in charge.

26.2 After acceptance of the proposal, the Applicant or all partners (in the case of partnership firm) or the authorized representative of the firm with a valid power of attorney will append photographs and signatures duly attested, at the time of execution of agreement.

26.3 If any Applicant, who having submitted a proposal does not execute the agreement or does not start the work or does not complete the work and the work has to be put to re-bidding, he shall stand debarred from participating in such re-bidding in addition to forfeiture of Earnest Money and Security Deposit and other action under agreement.

26.4 Performance Security: The Successful Bidder shall furnish Performance Security by way of an irrevocable Bank Guarantee issued by a scheduled bank in India in favor of The Secretary, NDMC, as required under the Concession Agreement. Value of Performance Security should be Rs.20,00,000.

27 Corrupt or Fraudulent Practices

The NDMC defines, for the purposes of this provision, the terms set forth below as follows:

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in contract execution: and
- ii. Fraudulent practice - means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the NDMC and includes collusive practice among Applicants (prior to or after proposal submission) designed to establish proposal prices at artificial non- competitive levels and to deprive the benefits of free and open competition.

Any efforts by an Applicant to influence the NDMC in the NDMC's proposal evaluation, proposal comparison or contract award decisions may result in rejection of the Applicant's proposal.

The NDMC will reject a proposal for award if it determines that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

28 Documents sanctity

All documents /certificates submitted by the Applicant on line, shall be considered by the NDMC at the time of the prequalification and technical evaluation. If at any point of time on verification of the documents/certificates submitted by the bidder found to be false/fraud/fake/bogus/counterfeit etc. the contract shall be liable to be rejected and necessary action shall be taken against the Concessionaire/firm as per rule/law in force.

29 Code of Integrity

Any person participating in the procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anticompetitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

30 Conflict of Interest

The Bidder participating in a bidding process must not have a Conflict of Interest

- i. A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- ii. A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:
 - a. have controlling partners/shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of this Bid; or

- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
- e. the Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

31. GENERAL CONDITIONS OF CONTRACT

1. Security Deposit

All compensation or other sums of money payable by the Concessionaire to NDMC under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his Security Deposit, or from interest arising there from, or from any sums, which may be due or may become due to the Concessionaire by NDMC on any account whatsoever, and in the event of his Security Deposit being reduced by reason of any such deduction or sale as aforesaid, the Concessionaire shall within ten days thereafter, make good in cash or Bank Guarantee of Nationalised/Scheduled bank, as aforesaid, any sum or sums which may have been deducted from or raised by sale of his Security Deposit or any part thereof.

In case of Bank Guarantee of any Nationalised/Scheduled Bank is furnished by the Concessionaire to NDMC, as part of the Security Deposit and the bank goes into liquidation or, for any reason is unable to make payment against the said Bank Guarantee, the loss caused thereby shall fall on the Concessionaire and the Concessionaire shall forthwith, on demand, furnish additional security to NDMC to make good the deficit.

The liability or obligation of the bank under the Guarantee Bond shall not be affected or suspended by any dispute between the Engineer-in-Charge and the Concessionaire, and the payment, under the Guarantee Bond by the bank to NDMC shall not wait till disputes are decided. The bank shall pay the amount under the Guarantee, without any demur, merely on a demand from NDMC stating that the amount claimed is required to meet the recoveries due or likely to be due from the Concessionaire. The demand, so made, shall be conclusive as regards to amount due and payable by the bank, under the guarantee limited to the amount specified in the Guarantee Bond. The guarantee will not be discharged due to the change in the constitution of the Bank or the Concessionaire. The Bank Guarantee shall remain valid upto the specified date unless extended on demand by the Engineer-in-Charge which shall include the period of completion of the contract and the defect removal period as per terms of the Agreement. Bank's liability shall stand automatically discharged unless a claim in writing is lodged with the Bank within the period stated in the Bank Guarantee including the extended period. After satisfactory completion of the contract and clearance of all dues by the Concessionaire, the Executive Engineer, Water Supply Division, NDMC will discharge the Bank Guarantee after expiry of the original or the extended period, as the case may be. In case the date of expiry of the Bank Guarantee is a holiday, it will be deemed to expire on the close of the next working day. Government is not concerned with any interest accruing to the Concessionaire on any form of Security (primary or collateral) lodged by him with the bank or any sums payable to sureties obtained by the Bank as counter guarantee to secure its own position. These will be the

matters between the Bank and the Concessionaire.

The Security deposit shall be forfeited in any of the following cases:

- (a) If the successful Concessionaire modifies/ withdraws its Proposal
- (b) If the Concessionaire withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; or
- (c) If the Successful Concessionaire fails to provide the Performance Security within the stipulated time or any extension thereof provided by NDMC; or
- (d) If any information or document furnished by the Concessionaire turns out to be misleading or untrue in any material respect.

2. Compensation for delay

The successful bidder shall build the ATM at one location. Only after soliciting approval from NDMC should the successful bidder begin the process for building the remaining ATMs at other locations.

The time allowed for carrying out the work as entered in the proposal, shall be strictly observed by the Concessionaire and shall be reckoned from the 10th day after the date of written order to commence the work is given to the Concessionaire. If the Concessionaire does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount of Earnest Money and Security Deposit. Besides, appropriate action may be taken by the Engineer-in-Charge/Competent authority to debar him from taking part in future proposals for a specified period or black list him. The work shall, throughout the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the Concessionaire.

Provisional Commercial operation date (COD) for at least commissioning of 10 WATER ATMs shall be given for the purpose of starting the project, but the COD of the project shall only be given after successful commissioning of last ATM of the group in a three months period. However, if all the ATMs are not commissioned in due period of the schedule given by the Concessionaire, then an extension of one more month shall be considered with penalty of Rs 1000 per location per day and beyond that the project shall be scrapped with penalty to be levied to the Concessionaire for total capital cost of the number of not-completed Water ATMs

3. Extension of time

If the Concessionaire shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-Charge within 5 working days for each location of the date of the hindrance, on account of which he desires such

extension as aforesaid, and the Authority Competent to grant extension under the rules/delegations of power or other duly authorized Engineer shall, if in his opinion, (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion, be necessary or proper, if the period of completion of contract expires before the expiry of the period of 5 days provided in this clause, the application for extension shall be made before the expiry of the period stipulated for completion of the contract. The competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from Concessionaire and shall not wait for finality of work.

4. Work to be open to inspection: Concessionaire or his responsible Agent to be present

All work, under or in course of execution or executed in pursuance of the contract shall, at all times, be opened to inspection and supervision of the Executive Engineer, Water Supply Division, NDMC, and his subordinates and any other authorized agency of NDMC and the Concessionaire shall, at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate and any other authorized agency of NDMC to visit the works shall have been given to the Concessionaire, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the Concessionaire's agent shall be considered to have the same force as if they had been given to the Concessionaire himself.

5. Settlement of Disputes

5.1 Amicable Resolution:

(a) Save where expressly stated contrary to this terms and conditions and the RFP, any dispute, difference or controversy of whatever nature between the parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth below.

(b) Either Party may require such Dispute to be referred to the Chairperson, NDMC, and the Chief Executive Officer/Partner of the Concessionaire for the time being, for amicable settlement. In respect of disputes of a technical nature the Parties may engage an Expert. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Article below.

5. 2 Arbitration:

(a) Procedure: Subject to the provisions of this Article, any dispute, which is not resolved amicably, shall be finally settled by binding arbitration under the Arbitration Act. The arbitration shall be a sole arbitrator appointed by the Chairperson, NDMC, If there be no

Chairperson, the administrative head of NDMC If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Engineer of the appeal. It is also a term of this contract that no person, other than a person appointed by such Chairperson NDMC or the administrative head of NDMC as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all. It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the NDMC shall be discharged and released of all liabilities under the contract in respect of these claims. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act (Amendment Act), 2015 or any statutory modifications or re-enactment 69 thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

(b) Place of Arbitration: The place of arbitration shall be New Delhi.

(c) English Language: The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

(d) Enforcement of Award: The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

(e) Performance during Arbitration: Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in

accordance with such award.

6. Definition of Engineer-in-charge

The term “Engineer-in-charge” means the Executive Engineer, Water Supply, NDMC, who shall supervise and be in charge of the work on behalf of NDMC.

7. Concessionaire to adhere to labour laws/regulation

7.1 The Concessionaire shall adhere to the requirements of the Workmen's Compensation Act and Labour Legislation in force from time to time and be responsible for and shall pay any compensation to his workmen which would be payable for injuries under the Workmen's Compensation Act, here-in-after called the said Act. If such compensation is paid by the State as Principal employer under Sub Section (1) of section 12 of the said Act, on behalf of the Concessionaire, it shall be recoverable by the State from the Concessionaire under Sub Section (2) of the said section.

7.2 Registration under Tax, Labour Laws, Electrical Laws, etc.

7.3 The Applicant should have a registered number of:

- i. VAT/Sales Tax where his business is located;
- ii. Service Tax;
- iii. Income Tax PAN;
- iv. The ESI & EPF registration as per Labour Laws;
- v. Registration of other Labour Licenses, as applicable.

8. Cost of Water connection, execution of work

The cost of all water connections, necessary for the execution of work, and the cost of water consumed and hire charges of meters and the cost of electricity consumed in connection with the execution of work, shall be paid by the Concessionaire on commercial rates, except where otherwise specifically indicated.

9. Fair Wage Clause

(a) The Concessionaire shall pay not less than fair wages/minimum wages to labourers engaged by him on the work as revised from time to time by NDMC, but NDMC shall not be liable to pay anything extra for it .

Explanation: “Fair Wage” means minimum wages for time or piece work, fixed or revised, by NCT of Delhi, under Minimum Wages Act, 1948 (Amended in 2015).

(b) The Concessionaire shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-Concessionaires in connection with the said work as if the labourers have been immediately or directly employed by him.

- (c) In respect of all labourers immediately or directly employed on the work, for the purpose of the Concessionaire's part of this agreement, the Concessionaire shall comply with or cause to be complied with the Public Works NDMC Contract's Labour Regulations made, or that may be made by NDMC, from time to time, in regard to payment of wages, wages period, deductions from wages, recovery of wages not paid, and unauthorized deductions, maintenance of wages register, wage card, publication or scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.
- (d) The Engineer-in-charge shall have right to deduct from the security money due to the Concessionaire any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfilment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deductions made therefrom, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.
- (e) Vis-a-Vis NDMC, the Concessionaire shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub-Concessionaires.
- (f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be deemed to be breach of the Contract.

10. Safety code

The Concessionaire shall follow the safety code (s) of NDMC and as specified in special conditions of contract.

11. Retired Gazetted Officers barred for 2 years

No Engineer of Gazetted rank or other Gazetted officer, employed in Engineering or Administrative duties in NDMC of NDMC of NCT of Delhi, is allowed to work as a Concessionaire for a period of 2 years of his retirement from Government service without the previous permission of NDMC/Government of NCT of Delhi. This contract is liable to be cancelled, if either the Concessionaire or any of his employee is found, at any time, to be such a person, who had not obtained the requisite permission, as aforesaid, before submission of the proposal or engagement in the Concessionaire's service, as the case may be.

12. Quality Control

NDMC shall have the right to exercise proper Quality Control measures. The Concessionaire shall provide all assistance to conduct such tests.

13. Force Majeure

Neither party shall be liable to each other, for any loss or damage, occasioned by or arising out of acts of God such as unprecedented floods, volcanic eruptions, earthquake or other invasion of nature and other acts.

14. Jurisdiction of court

In the event of any dispute arising between the parties hereto, in respect of any of the matters comprised in this agreement, the same shall be settled by a competent Court having jurisdiction over the place, where agreement is executed and by no other court, after completion of proceedings.

15. Operation & Maintenance

- a) The Concessionaire shall operate and maintain the ATMs in accordance with the RFP.
- b) The Concessionaire may undertake operations and maintenance of the ATMs by itself or through a Contractor possessing requisite technical, financial and managerial expertise/capability; but in either case, the Concessionaire shall remain solely responsible to meet the requirements of the RFP.
- c) The Concessionaire shall, during the Operations Period:
 - i. Have requisite organization and designate and appoint suitable officers/representatives as it may deem appropriate to supervise the Project Facilities, to deal with the personnel deployed by NDMC for monitoring proper operations and maintenance of the Project, consistent with requirements of the RFP, and to be responsible for all necessary exchange of information required pursuant to this Agreement;
 - ii. Provide NDMC access to their application software/platform for ensuring the real time monitoring of water quality parameters.
 - iii. Provide exception reports in case of non-compliance with quality or operational requirements. In case the quality of water does not meet the BIS standard 14543 requirement on any event, NDMC will impose a penalty as per penalty clause.
- (d) In the event, the Concessionaire has failed to operate and maintain the ATMs in accordance with the RFP, and such failure has not been remedied despite a notice to that effect issued by the NDMC (“Notice to Remedy”), NDMC may, without prejudice to any of its other rights/remedies under this Agreement, be entitled to cause the repair and maintenance of the ATMs at the risk and cost of the Concessionaire. The Concessionaire shall reimburse one and half times the costs incurred by NDMC on account of such repair and maintenance within 7 days of receipt of NDMC’s claim therefor.
- (e) The Concessionaire shall be deemed to be in material breach of requirements of the RFP, if NDMC, acting reasonably and in accordance with the provisions of this Agreement, has determined that due to breach of its obligations by the Concessionaire,
 - i. the maintenance of the ATMs or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the RFP;

- ii. there has been a serious or persistent breach in adhering to the requirements of the RFP and thereby the ATMs or any part thereof is not safe for operations;
- (f) Upon occurrence of a Material Breach of requirements of the RFP, NDMC shall, without prejudice to and notwithstanding any other consequences provided therefor under this Agreement, be entitled to terminate this Agreement.

32. SPECIAL CONDITIONS OF CONTRACT (PART - A)

1- DEFINITIONS

- i) **“NDMC”** means the New Delhi Municipal Council.
- ii) **“Materials”** means things of all kinds (other than equipment) intended to form or forming part of the permanent works, including the supply of materials to be supplied by the Concessionaire under the contract.
- iii) **“Equipment”** means the apparatus, machinery, articles and things of all kinds to be provided under the contract or intended to form or forming part of the permanent works.
- iv) **“Concessionaires documents”** means the calculations, drawings, manuals, models, other software, drawings, manuals, models and other documents of the technical nature supplied by the Concessionaire under the contract.
- v) **“Specifications”** means the specification according to which the works are to be executed as referred to in the agreement documents and any other specifications agreed thereon.
- vi) **“Plant(s)”** means Water ATMs wherever referred
- vii) **“Authorized Representative”** refers to Executive Engineer, Water Supply Division, NDMC.
- viii) **“Contract rate(s)”** means the item rate quoted in the proposal/or for which acceptance is given later by the Applicant.
- ix) **“Scope of Work”** means the number of Water ATMs to be installed & their operations and maintenance for 7 years. However the general principals given in the scope of work in Volume II and the specifications shall be applicable for all work orders given.
- x) **“Contract Period”** Means the duration given in **Clause 3 of this document** of instructions to Applicant irrespective of the number of installations/supplies given in the work order with reference to those given in the scope of work defined in Volume II of proposal document or the proportionate increased time for any extended scope of work as per the terms and conditions of contract.

2- COMMUNICATION BETWEEN NDMC AND THE CONCESSIONAIRE

2.1 Addresses for notices

Notices with legal and contractual issues shall be addressed to the Executive Engineer, Water Supply Division, NDMC, Room No 231, SBS Palace, Gole Market, New Delhi-110001.

All certificates, notices given by the Concessionaire to the Executive Engineer under the terms of the contract shall be sent by post, courier, email, or fax to or left at the office of

the Executive Engineer, Water Supply Division, NDMC, Room No 231, SBS Palace, Gole Market, New Delhi-110001 only.

All certificates, notices or instructions to be given to the Concessionaire by the Executive Engineer or the Engineer in charge under the terms of the contract shall be sent by post, courier, email, or fax to or left at the Concessionaires principal address or the addresses as the Concessionaire shall indicate for this purpose only.

It shall be essential for the Concessionaire to obtain a receipt of authorized officer otherwise the notice shall be treated as “null and void”.

3- CONTRACT

3.1 Type of contract

The works described in this proposal document is considered to be a Public Private Partnership (PPP) work. The Concessionaire(s) shall be responsible for designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP) at given site within the region in each ward(s)/habitations where installations are done, monitoring reporting-repair and testing of all installations done/supplied made by them during the contract period including defect liability period as defined in these proposal document .

3.2 Priority of contract

The documents forming part of the agreement are to be taken as mutually explanatory documents of one another. In case of discrepancies they shall be explained and adjusted by the Engineer in charge. The priority of the contract documents shall be as follows.

- I- Letter of award
- II- Special conditions of contract part A & part B
- III- Instructions to Bidders
- IV- General conditions of contract
- V- Scope of work and technical specifications
- VI- Drawings
- VII- Schedule of prices

The agenda issued in the proposal document in relevant above sections shall be read with the respective sections while giving priority.

3.3 Agreement

Successful Applicants shall to execute an agreement in the prescribed form on non-judicial stamp paper of **Rs. 100 or as revised by NDMC** on the date of agreement, with the any other officer authorized by Director Urban Administration,

within a period of 10 days of the date of issue of rate contract/letter of acceptance/ work order. The expenses of completing and stamping the agreement shall be paid by Concessionaire. However, where the delay in execution of Agreement is on bonafied grounds, Director Urban Administration can condone such delay. The firm shall submit following documents with proposal/agreement.

- (i) All pages of the rate contract/letter of acceptance copy including amendment and terms & conditions of the NIT duly signed.
- (ii) Notarized copy of Article of Associations and Memorandum/ Partnership deed (if not provided with proposal).
- (iii) In case of partnership firm, notarized copy of registration certificate issue by registrar of firms.
- (iv) Notarized copy of power of attorney to authorized signatory to execute agreement and copy of resolution of directors of board (in case of limited company). Power of Attorney should be signed by all partners in case of partnership firm (if not provided with proposal).
- (v) Copy of valid S.T. clearance certificate attested by notary public valid at the time of opening of first envelope (if not provided with proposal).
- (vi) Copies of list of fixed assets and balance sheet duly notarized (if not provided with proposal) for the latest preceding financial year for which returns have been submitted.

4. AUTHORITIES

4.1 Engineer in charge, representatives

The project shall be implemented by the divisional officer or any other authority given the charge of the work as per the orders of Government. Wherever the words Engineer-in charge are used in this document shall mean the divisional officer or the authority given the charge of the work as per Government orders, which shall appoint Engineer(s) in charge as representative who shall carry out such duties and exercise such authority as may be delegated to them.

NDMC may also authorize consultants or institutions as Assistants. Such Assistant shall have no authority to issue any instructions to the Concessionaire in so far as they are necessary and to secure their acceptance of materials, Equipment and workmanship as being in accordance with the contract. Any instruction given by them for those purposes shall be deemed to have been given by the Engineer in charge as the Engineer's representative. However, such decisions shall be submitted for review and approval of Engineer-in-charge.

5- MONTHLY REPORTS AND MEETINGS

5.1 Monthly reports

Monthly progress reports shall be prepared by the Concessionaire and submitted to the

NDMC online and integrate with NDMC website i.e. www.ndmc.gov.in. The first report shall cover the period up to the end of the first calendar month following the commencement date. Reports shall be submitted monthly thereafter, each within two working days after the last day of the month to which it related.

Reporting shall continue during both construction and operation period. Each report shall include the following but shall not be limited to:

- A. Installation Reports for the work done in last month;
- B. Proposed locations where the installations are proposed in next month;
- C. Photographs of typical installation in field;
- D. Inspections, tests reports;
- E. Copies of quality assurance documents, test results
- F. Comparisons of actual and planned progress, with the details of any events or circumstances which may jeopardize the completion in accordance with the contract, and the measures being (or to be) adopted to overcome delays.

The reporting format shall be developed by the Concessionaire in consultation with the Engineer-in-charge (and consultants appointed if any) within 10 days of commencement. In consultation with Executive Engineer, the report format may evolve as required during the course of execution.

5.2 Meetings

Meetings shall be held in the office of Executive Engineer or at other places as mutually fixed in advance. The proposed agenda for the meetings shall be exchanged at least one week in advance. It is required that a decision-maker of the Concessionaire is present at the meetings so that binding decisions can be taken about outstanding issues. Generally, the following issues shall be discussed.

- I. Progress of the work, difficulties
- II. Revision of time schedule
- III. Payment issues
- IV. Disputes
- V. Claims

6.1 Concessionaire's general obligations

The Concessionaire shall be responsible to designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP) with appropriate arrangements as per the scope of work given in Volume II of the proposal document, so as to provide potable water of "OUTPUT PARAMETERS" at the outlet(s) of all Water ATMs installed under the contract. The "OUTPUT

PARAMETERS” are defined in Special Condition of contract Part “B” of this volume-I.

The concessionaire shall build the ATM at one location. Only after soliciting approval from NDMC should the successful bidder begin the process for building the remaining ATMs at other locations.

After the successful commissioning of the Water ATMs, the Concessionaire is required to take-up the O&M of the Water ATMs as per the scope of work given in Volume-II of the proposal document or during the extended period. The work includes monitoring, testing, repairs or replacement, reporting and other activities as detailed in scope of work and as written in the proposal document. The Concessionaire is also required to maintain the record of performance and activities for the installed Water ATMs both in paper and electronic formats and provide them to NDMC on paper as well as approved electronic media.

Finally the Concessionaire is required to provide an acceptable system to provide good hygienic conditions around the installed Water ATM and to maintain this system during seven year comprehensive maintenance.

The O&M period for a Water ATM shall start from the date of successful installation of Water ATMs and shall continue for seven years and for any extended period, as defined in Volume-I of RFP.

The Water ATMs are proposed to be installed as per the list given in this RFP. The final location of installation within the ward/habitation shall be given by the Engineer-in-charge or his authorized representative, during the contract.

The Concessionaire shall design a system in consideration to the quality of water in the selected source of installation and general design consideration for the Water ATM given in volume II of the proposal document. The design shall be approved by the Engineer-in-charge, but such approval by the NDMC shall not relieve the Concessionaire from his responsibility regarding performance of the Water ATMs as per the parameters given in the proposal document. The Concessionaire so as to achieve the objective of providing water of OUTPUT PARAMETER may have to propose additional equipment/material/systems. Unless specified otherwise, no additional payment shall be made on the account of providing the additional equipment/material/system, and it shall be deemed that the cost of such eventuality has been accounted for in the lump sum item rate offered in proposals.

6.2 Concessionaire’s Representative

The Concessionaire shall appoint the Concessionaire's representative in consultation with the NDMC and shall give them all authority necessary to act on the

Concessionaire's behalf under the contract. He shall similarly submit the name and particulars of other persons appointed for the work.

The Concessionaire shall not, without the prior consent of the NDMC, revoke the appointment of the Concessionaire's representative or appoint a replacement.

The Concessionaire's representative shall, on behalf of the Concessionaire, receive instructions.

The Concessionaire's representative may delegate any powers, functions, and authority to any person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the NDMC has received prior notice signed by the Concessionaire's representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

6.3 Setting out

The Concessionaire shall set up the water ATMs in relation to original points, lines and levels of reference specified in the RFP.

6.4 The Safety Procedures

The Concessionaire shall:

- i. Comply with all applicable safety regulations,
- ii. Take care for the safety of all person's entitled to be on the site,
- iii. Choose reasonable efforts to keep the site and work clear of unnecessary obstruction so as to avoid danger to these persons,
- iv. Provide any temporary works (including road ways, foot ways, guards and fences) which may be necessary, because of the execution of works, for the use and protection of the public and of owners and occupy a server adjacent land.

6.5 Quality Assurance

In addition to the provisions of agreement of general conditions of contract, the Concessionaire shall institute a quality assurance system to demonstrate compliance with requirements of the RFP. The system shall be in accordance with the details stated in the contract and the quality assurance program will be got approved from the competent authority. NDMC shall be entitled to audit any aspect of the system.

Compliance with the quality assurance system shall not relieve the Concessionaire of any of his duties, obligations or responsibilities under the contract.

6.6 Un-Foreseeable Difficulties

- (a) The Concessionaire shall be deemed to have obtained all necessary information as to risk, contingencies and other circumstances that may influence or affect the works;

- (b) By signing the contract, the Concessionaire accepts the total responsibility for having sustained all difficulties and costs of successfully completing the work:
and
- (c) The contract rates shall not be adjusted to take account of any unforeseen difficulties or costs.

6.7 Rights of Way And Facilities

The Concessionaire shall bear all costs and charges for special and/or temporary rights of way, which he may require, including those for access to the site. The Concessionaire shall also obtain, at risk and costs, any additional facilities outside the side which he may require further purposes of the works.

6.8 Avoidance of Interference

The Concessionaire shall not interfere unnecessarily or improperly with:

- (a) the convenience of the public, or
- (b) In the access to and use and occupation of all roads and other land, irrespective of whether they are public or in the possessor, of the NDMC or others.

The Concessionaire shall indemnify and hold the NDMC free against any form of damages, losses and expenses (including legal fees and expenses) resulting from any omission or commission of Concessionaire during the period of the concession.

6.9 Security of The Site

Unless otherwise stated in particular conditions:

- a. The Concessionaire shall be responsible for keeping unauthorized persons off the site offices, campus etc. within the scope of work and
- b. Authorized person's shall be limited to the Concessionaire personnel and the NDMC's personnel; and to any other personnel notified to the Concessionaire, by (or on behalf of) the NDMC, and

6.10 Concessionaire's operations On-Site

The Concessionaire shall confine his operations to the site, and to any additional areas which may be obtained by the Concessionaire and agreed by the NDMC as working areas. The Concessionaire shall take all necessary precautions to keep Concessionaire's equipment and Concessionaire personnel within the site and these additional areas, and to keep them off adjacent land.

The Concessionaire shall keep the site free from all unnecessary obstruction, and shall store or dispose of any Concessionaire's equipment or surplus materials. The Concessionaire shall clear away and remove from the site any wreckage, rubbish and temporary works which are no the longer required.

7. REFUND OF SECURITY DEPOSIT

The security deposit submitted by the Successful Bidder would be released upon furnishing of the Performance Security in the form and manner stipulated in the Concession Agreement.

8. OPERATION AND MAINTENANCE MANUALS

Prior to the commencement of the tests on completion, the Concessionaire shall supply to the NDMC provisional operation & maintenance manuals in sufficient detail as specified in **Vol II of the RFP**.

The work shall not be considered to be completed for the purposes of completion of works until the NDMC has received final operation & maintenance manuals in such detail.

9. PERFORMANCE GUARANTEE OF SERVICES

The bidder shall guarantee that the services of each Water ATM shall comply with the agreed requirements and that the units installed will operate satisfactory at the time of commissioning and thereafter during period and also at that time of handing over, with the desired performance level.

10. Bank Guarantee against Performance of Contract (Performance Guarantee)

Bidder has to provide contract performance guarantee for O&M in the shape of Bank guarantee as **Annexure -7**.

11. FORFEITURE OF SECURITY DEPOSIT

Security amount in full or part may be forfeited in the following cases:-

- a) When any terms and conditions of the contract is breached.
- b) When the Applicant fails to make complete work/ O&M satisfactorily. Irrespective of actual security deposit of the firm, the forfeiture of the security deposit shall be considered @ 5%. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the work order placing authority in this regard shall be final.

12. CHANGE IN CONSITUTION OF FIRM

- (a) Any change in the constitution of the firm/company etc. shall be notified forthwith by the firm in writing to the NDMC within a period of 30 days from the date of its occurrence & such changes shall not relive any new member or the member of the firm at the time of proposal from any liability under the contract.
- (b) No new partner/partners shall be accepted in the firm/company by the Applicant in respect of the contract unless he/they agree(s) to abide by all its terms and conditions and deposit with the NDMC on a written agreement to this effect. The firm's receipt of

acknowledgement or that of any partner(s) subsequently accepted as above shall bind all of them and will be sufficient to discharge any liability under this contract

13. REPUDIATION OF CONTRACT

The contract for the installation & O&M of Water ATMs can be repudiated at any time by the NDMC after giving an opportunity to the Concessionaire of being heard, if the work is not completed or maintained to its satisfaction. The reasons for repudiation shall be recorded by the NDMC.

14. LEGAL PROCEEDINGS

All Legal proceedings, if necessary arises to institute may by any of the parties (Government or Concessionaire) shall have to be lodged in Court situated in Delhi and not elsewhere.

15. FAILURE OR BREACH OF CONTRACT

In case of breach of the contract, full/part of Performance guarantee & Contract Performance Guarantee (as deemed fit) can be forfeited and the action against defaulting firms may be taken under “Standardized Code” for Black listing, suspension of business, banning of business etc. along with termination of the contract by the Chief Engineer of Urban Administration & Development NDMC, without any compensation to the Concessionaire.

33. SPECIAL CONDITIONS OF THE CONTRACT (PART B)

1. PREFACE

Maintenance of the Water ATMs shall be done by the Concessionaire from the date of successful commissioning of the water ATMs. The Concessionaire is bound to operate and maintain the Water ATMs as per conditions given herein after and as per scope of work defined in Volume II of the RFP.

2. DEFINITIONS

2.1 Commencement of period

Commencement of O&M shall be from the date of Completion of individual installation as per scope of work or any other date notified after total physical completion, of **Special Conditions of contract Part 'A'** whichever is earlier.

2.2 O & M of contract period

The contract completion period and defect liability period shall be to the date of expiry of the O & M period as notified by the NDMC.

2.3 Date of issue of taking over Certificate

After the completion period of contract as per **Clause 2.2 above**, provided that the Concessionaire has fulfilled the provision of clause 3.2 of this contract.

2.4 Output parameters of treated water

The water from the ATMs should be as per BIS-14543 standards given at **Annexure-12** and none of the prescribed parameters for potable water defined in BIS 14543 should exceed under any circumstances

2.5 Operation and maintenance completion certificate

As defined in **Clause 2.3** of this project.

2.6 Operations and maintenance services

All services which are the responsibility of the Concessionaire and are required to fulfil the obligation as detailed in “scope of work” given in Vol.II of bid document and/or in the approved operation and maintenance manual and as defined in any other clauses of this contract.

2.7 Expiry of contract period

As per **Clause 2.2** above for the extended period

3. EXTENSION & EXPIRY OF CONTRACT

3.1 Extension of operation and maintenance period

The Maintenance period can be extended upto one year at the discretion of NDMC

4. MONTHLY REPORTS AND MEETINGS

4.1 Monthly reports

Monthly reports shall be prepared by the Concessionaire and shall be submitted to Engineer-in charge. The first report shall cover the period up to the end of the first calendar month following the commencement date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the month to which it relates.

Reporting shall continue until the date of Expiry of Concessionaire period. Each Report shall include the following but shall not be limited to:

1. Performance report of all installations;
2. Periodical test report of input and output water at the interval of 15 days.
3. Status of complaints and the average period of attending complaints;
4. Typical problems identified during the contract;
5. Issues raised by the Engineer-in-charge in field regarding performance of Water ATMs or contract;
6. Any other approved issues.

4.2 Meetings

Meeting shall be held in the office or at other places as mutually fixed in advance. The Concessionaire shall co-ordinate to take suitable date for meeting. It is required that a decision-maker of the Concessionaire is present at the meeting so that binding decisions can be taken about outstanding issues. Generally, the following issues shall be discussed:

1. Progress of the work, difficulties
2. Payment issues
3. Disputes
4. Any other item raised by the Chair or by the Concessionaire after the approval of the, Chair.

5. OPERATIONS

5.1 Variability of output

The NDMC shall not consider any variation in the output quality of water except for the conditions during Natural Calamity or where the chemical parameters of input water are considered abnormally high. In this case NDMC may ask to shift the installation for which all required civil works shall be done by the NDMC but the Concessionaire shall shift the installed unit at location given by the NDMC without any additional payment.

In case quality of the water received by the Bidder at ATM is not of BIS 14543 standards, the Bidder shall immediately inform/ bring to notice of the Engineer-in-

Charge. In this case, it will be the responsibility of NDMC to take appropriate decisions in this regard.

5.2 Personnel

- 5.2.1 The appointed staff must have the required qualification and experience. The names along with the qualifications and experience of the minimum staff to be provided as per the conditions of contract shall be got approved from the NDMC. Such approval shall not be unreasonably withheld or delayed by the NDMC. If during the O&M period any personals earlier approved by NDMC are required to be changed, the Concessionaire shall provide CV's of personals of similar or more experience than that of the person to be replaced for approval of NDMC. Only after such approvals, the Concessionaire shall appoint the person on job.
- 5.2.2 The Concessionaire's Representative shall be authorized and empowered to act for and on behalf of the Concessionaire on all matters relating to the rights and obligations of the Concessionaire during the O&M Period. In all such matters, the Concessionaire shall be bound by the written communications, directions, requests and decisions given or made by the Concessionaire's Representative.
- 5.2.3 The Concessionaire's Representative will direct and manage the Concessionaire's resources and have full responsibility for the maintenance and administration of the Facility
- 5.2.4 The Concessionaire shall identify, interview and hire sufficient number of qualified and trained personnel to perform its obligations during the O&M Period.
- 5.2.5 All Concessionaire's personnel required at any time during the O&M period will be provided by the Concessionaire The NDMC is not liable for personnel in any way and cannot be held responsible in the event of litigation of any sort between the Concessionaire and members of its staff or their representatives or non performance of obligations due to any strike or other industrial action by the Concessionaire's workmen (including those of its subcontractors, suppliers etc).
- 5.2.6 The Concessionaire undertakes to comply with applicable legislation and the code of labour law on matters of health, hygiene and safety, and shall assume responsibility for works required in the event of any change in applicable regulations and shall also require its subcontractors to comply with this clause.

7. TERMINATION

7.1 Concessionaire's default

The NDMC shall be entitled to terminate this Contract for the following reasons attributable to the Concessionaire, unless arising as a result of a Force Majeure Event,

- a) Non-performance of material obligations or failure to perform material

- obligations under this Contract i.e. for not maintaining the desired output parameters of water for more than 300 ATM days in a month
- b) Not providing timely repairs resulting in non-functioning of more than 300 ATM days in a month
 - c) Not providing the required lab & testing facilities or if it is established that the intentional false reporting is done by the Concessionaire
 - d) Repeated non-performance even after giving notices.
 - e) Repudiation of this Contract by the Concessionaire or the evidencing of an intention by the
 - f) Concessionaire not to be bound by the terms of this Contract.
 - g) Reappointment of a provisional liquidator in providing for winding up of the Concessionaire unless such appointment has been set aside within 45 days.
 - h) The Concessionaire is ordered to be wound up by a court or files a petition for voluntary winding up except for the purpose of amalgamation or reconstruction provided that such amalgamation or reconstruction does not adversely affect the ability of the amalgamated or reconstructed entity to perform its obligations under this Contract, the successor has assumed in writing unconditional responsibility for the performance of the Concessionaire's obligations and the technical, financial and operating capability of the successor is satisfactory to the NDMC.
 - i) The Concessionaire abandons the operation of the Facility.
 - j) Under conditions expressly mentioned in any Clause of this Conditions of Contract for Operation and Maintenance.

7.2 Consequences of termination by NDMC

If the NDMC, with reasonable grounds, terminates the contract under **Clause 7.1** above, the Security Deposit, and any other sums of the Concessionaire with the NDMC, shall be fortified and action shall be taken against him as per General Conditions of Contract, if deemed appropriate.

8. INDEMNIFICATION

The Concessionaire to indemnify the NDMC against the following:

- (a) The Concessionaire shall at its own expense make good any physical loss or damage to the units occasioned by it in the course of the performance of its obligations under this Contract if and to the extent such loss or damage is caused by the wilful misconduct or failure to follow Good Engineering Practices of the Concessionaire, any sub-Concessionaire or their respective agents or employees.
- (b) The Concessionaire shall indemnify, defend and hold harmless the NDMC and its officers, employees, agents and affiliates against any and all claims of loss, damage and expense of whatever kind and nature, including all related costs and expenses incurred in connection therewith, in respect of personal injury to or death of third parties and in respect of loss of or

damage to any third party to the extent that the same arises out of:

- (i) Any breach by the Concessionaire of its obligations hereunder,
- (ii) Any negligent act or omission on the part of the Concessionaire, its subcontractors or their respective agents or employees, and
- (iii) Any wilful misconduct or breach of statutory duty on the part of the Concessionaire, its subcontractors or their respective agents and employees.
- (iv) Any other event where such indemnification has been expressly mentioned in this Conditions of Contract for Operation and Maintenance.

34. QUALIFICATION SCHEDULES

34.1 PREAMBLE TO SCHEDULES

Applicants are required to provide complete information asked in the schedules. No schedule or item of schedule is to be left blank. In case, a particular schedule or item in schedule is not applicable, the same should be clearly indicated. The information provided in the schedules shall be used for qualification evaluation of the proposals to assess the suitability and conformity of the firm/ offer. However, it is clarified that, whatever technical particulars are proposed or considered by the Applicant for his financial offer, all the equipment to be finally provided, in case of award, shall correspond to the specifications of the proposal documents and shall be subject to the approval of Engineer In charge. No claim for additional payments shall be entertained during the course of the approval process or thereafter on this account.

34.2 It is expected that the Applicant will quote with a view to supply equipment of best makes and confirming to the highest standards. Applicant has to consider for his financial offer, makes specified in the document. For items not covered by the list of equipment for which makes are specified or if the specifications are not specified in the proposal document, only makes of reputed manufacturers of equipment corresponding to the state of art technology and / or to the latest Indian standards shall be supplied after approval of Engineer in Charge.

34.3 Information provided by the Applicant in the schedules is for preliminary assessment of the offer. However, these details are subject to approval of the Engineer in charge / competent authority based upon the detailed drawings/design/data sheets/specifications to be submitted by the Applicant in conformity with the proposal documents.

Company Seal

**Signature of authorized
Representative**

1- Statement having read the proposal documents

We declare that we have read and understood and that we accept all clauses, conditions, descriptions, Drawings of the proposal documents and subsequent addenda (if any) without any change, reservations and conditions

Proposal documents purchased from NDMC

| Section | Part | Total pages* |
|-------------|---|--------------|
| Volume - I | Notice of invitation to Applicants | |
| | Instructions and guidance to Applicants | |
| | Qualification schedules | |
| | General conditions of contract | |
| | Special conditions of contract- part A | |
| | Special conditions of contract- part B | |
| Volume –II | Scope of work & specifications, Annexures and proposal drawings | |
| Volume III– | Financial Bid | |

Addenda issued by NDMC

| Addendum No | Dated |
|-------------|-------|
| | |
| | |
| | |
| | |

- TO BE FILLED IN BY THE APPLICANT

**Company Seal
representative**

Signature of authorized

SCHEDULE – 1: FOR QUALIFICATION (TECHNICAL ELIGIBILITY) OF APPLICANT

1. Proof for years of operation as certified by Chartered Accountant/Self declaration. In case at any time during the period of concession, if declaration found wrong then the agreement will deemed to be cancelled and all the assets of the project shall be vested in NDMC.
2. Average Annual Turn Over

| S. No. | Year | Annual Turnover for installation and operation of Water ATMs |
|--------|-----------|--|
| 1 | 2015-2016 | |

Note:

- (1) Scanned copy of supporting documents for above details shall be enclosed.
- (2) Turnover of the bidder for installation and operation of Water ATMs shall be as per certificate of Chartered Accountant/Self declaration. In case at any time during the period of concession, if declaration found wrong then the agreement will deemed to be cancelled and all the assets of the project shall be vested in NDMC.

Company Seal

Signature of authorized representative

Designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP)

SCHEDULE-2: EXPERIENCE OF TENDERER

FOR THE SIMILAR WORKS SPECIFIED IN QUALIFICATION CRITERIA IN CLAUSE 4 of the RFP document.

| S. No. | Name of the work | Work Order | | | Date of completion of work | Details of Water ATM installed and provision of O&M. | | O&M period (in | | Method of providing water to By collection of nominal cost community(Yes/No) |
|--------|------------------|------------|----------------|----------------|----------------------------|--|------------------|-------------------------|-------------------------|--|
| | | No./dt. | Amount in lacs | Name of client | | Type of Water ATM | No of Water ATMs | As provided in contract | As completed as on date | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

NOTE:

1. Client Certificate towards satisfactory completion of work from Competent Authority (Engineer In charge, not below the rank of Executive Engineer) should be attached in respect of each work in Format 2.1 along with copy of work order.

Company Seal

Signature of authorized representative

Model Format - 2.1

To whomsoever it may concern

Certified that M/s.....have successfully completed and commissioned the work of Installation, Commissioning & Maintenance of Water ATMs as awarded vide work order number.....dated.....costing Rs.....Lacs as per following details:-

| Sl. No | Locations (give the address details) | Date of completion | Capacity | Whether operational on the date of submission of proposal or not | Whether working for more than 6 months | Remarks |
|--------|---|-----------------------|----------|--|--|---------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

Add more rows if required

Date: - Place:-

Signature & Seal of Competent Authority with seal (Not below the rank of Executive Engineer)

SCHEDULE- 3: BRIEF WRITE UP FOR PROPOSED DESIGN

The Applicant is required to give brief details of the proposed design of the Water ATM and the specifications. The Applicant is also required to provide plan and sectional drawings which best illustrates the functions of the Water ATMs and the material of construction for all components. **Bids of the bidders, not complying with this will liable to be rejected.**

SCHEDULE-4: PROPOSED METHODOLOGY

The Proposal is required to give detailed methodology proposed to be adopted for completion of the works envisaged in the proposals including design, installation of Water ATMs, monitoring, quality control, man month schedule for execution and maintenance for 7 years etc.

SCHEDULE-5: ORGANISATIONAL STRUCTURE OF THE FIRM AND THAT PROPOSED FOR THE WORK

The Applicant is required to give the present organizational structure of the firm with brief details of technical staff employed with them and regarding the laboratories facilities available with them. Along with this the Applicant is also required to give the proposed organizational setup for the proposed work

SCHEDULE-6: EXECUTION PLAN FOR THE PROJECT

The Applicant is required to give a location wise execution plan to complete the work which best illustrates the complete implementation of the project in schedule time. The given plan should be in tune with the Methodology of the work given for execution of project.

SCHEDULE-7: UNDERTAKING REGARDING NO DEVIATIONS

Undertaking in respect of the Proposal for **designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP)**, including maintenance for a period of seven years after installation in the given locations within NDMC.

I/We hereby agree to all terms and conditions, scope of work, specifications. We undertake that the contents of the submitted proposals, the write-up given, the designs attached herein and the figures/components shown in the drawings submitted with the proposal, do not provide any deviations from the terms and conditions, scope of work and specifications.

I/We also agree to provide the equipment/material as specified in the proposal document without any additional cost for completion of the work.

I/We understand that the NDMC may ask for necessary changes in the given execution schedule, methodology, organizational setup or the execution schedule so as to

achieve the objective of the work, after due negotiations prior to opening of the financial bids. I/We understand that if the changes required by the NDMC for these schedules are not accepted by us our financial offer shall not be considered. I/We understand that the NDMC without assigning any reason may also open the financial bids even without any clarifications regarding the given schedule. I/We understand that having negotiated for these schedules or by acceptance of the schedules given by us shall not relieve us from the responsibilities of the Concessionaire as given in the proposal document if the work is awarded to us.

Company Seal

Applicants Authorized Signature

VOLUME –II

SCOPE OF WORK SPECIFICATIONS, ANNEXURE AND PROPOSAL DRAWINGS

1. BACKGROUND

To meet the safe drinking water requirements at public places in NDMC area, potable water is proposed to be supplied to the consumer through his/her drinking bottle/ container or through paper cups (in selected public locations). This proposal will be essential for betterment of the urban environment within NDMC, as the usage of consumer's own bottle/ container would result in minimizing the high usage of plastic/ bottles for drinking water purposes. The water ATMs would also enable citizens/ visitors to access safe drinking water at various locations within NDMC.

NDMC hereby wishes to invite reputed firms (Applicants) for selection as Developers to develop and install water ATMs for providing access to safe drinking water at public places including Operation and Maintenance of the ATMs for seven years.

Locations of public places in NDMC area as per **Annexure 11**.

2. SCOPE OF WORK FOR BIDDER

The bidders will be responsible for:

- 2.1 **Designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP)** along with water storage tanks of Stainless Steel (minimum Grade 304) and submitting weekly test report of output water to the Engineer-in-Charge. The operation of the plant shall be with the Concessionaire for 7 years.
- 2.2 Making Power connection at Water ATMs and all electrical fittings up to the power meter of (NDMC); power connection & external electrification charges will be borne by the Concessionaire and will be charged on Commercial Rates.
- 2.3 Quality control and monitoring systems to be incorporated at each ATM location as per the following:

EMBEDDED DEVICE FOR AUTOMATION FOR FOLLOWING PURPOSES

1. Quantitative Monitoring
 - i. Number of Glasses of water dispensed in a day
 - ii. Number of Bottles of water dispensed in a day
 - iii. Water level in the tank
2. Water Quality Monitoring

- i. TDS level of water
- ii. Temperature of water
- iii. Hardness
- iv. pH values of water
3. Backend Wireless Communication
 - i. GPRS Module for communication with backend web server
 - ii. GPS module for Kiosk Location information
4. Data Logger
 1. Flash Memory bank for logging Sensor / dispensing data
 2. Relay Logged info to Server using communication channel
5. Multi-Processor Integrated Control System with Interface cables/connectors for integration to provide for the following features:
 - i. GPRS based TCP/IP connectivity with web based Server system
 - ii. GPS location system
 - iii. Flash based transaction data Logging
 - iv. Relay Unit for controlling water dispensing nozzles as per the location requirements
 - v. Interface for connecting coin-acceptors
 - vi. Interface for Card Reader
 - vii. Interface for Temperature Monitoring
 - viii. Interface for TDS Monitoring
 - ix. Interface for pH Monitoring
 - x. Interface for Ultra-Sonic Water Level Monitoring
 - xi. Controller for displaying water purity parameters on LCD/LED display monitor
 - xii. Media Controller For HDMI based 32" display Monitor of 14" screen (diagonal)
 - xiii. Built in power supply to connect with 48 v battery
6. Sensors for
 - i. Temperature Monitoring
 - ii. TDS Monitoring
 - iii. pH Monitoring
 - iv. Ultra-Sonic Water Level Monitoring
 - v. Water Dispensing from Three Nozzles through Coin Acceptor
 - vi. Support of 2 rupee and 5 rupee coins
 - vii. Water Dispensing using NFC cards
 - viii. Cards to work for Rs. 2 and Rs.5
 - ix. Support for Card 'Balance' Rechargeable
 - x. Sensors support for Monitoring Water Temperature, TDS, PH and Water Level in the tank

- xi. Display of Water purity parameters on LCD Display of 14" size
- xii. Ability to backup data for 48 hours in-case of server/connectivity outage
- xiii. LED display on controller panel box to indicate System Status.
- xiv. Uploading of Transactions and Water parameters data to Server over TCP/IP using GPRS
- xv. Fall back to SMS in case GPRS connectivity to server is lost temporarily

For reliability purpose, these sensors may be tested by NDMC through an institution of repute like IIT Delhi.

7. OTHER FEATURES

- i. System operation can be enabled/disabled from server
 - ii. Dispense quantities re-configurable from server
 - iii. Operator Log-in, log-out feature
 - iv. System to operate after successful operator login only.
 - v. All card Recharge transactions to be uploaded to server
 - vi. All water dispensing transactions to be uploaded to server
 - vii. All Water refill transactions to be uploaded to server
 - viii. Each dispensing unit shall be independently manageable from the server for coin or card operation of any value
- 2.4 Disposal of wastewater to NDMC sewerage system.
- 2.5 Making own arrangement during non availability of piped water. NDMC is not liable to supply water to ATMs during such period, and nothing is payable by NDMC to the Concessionaire during such periods. However, NDMC may make available from its bulk water supply reservoir for which concessionaire has to make its own transportation arrangements.
- 2.6 The water before being dispensed to the public shall be treated with suitable filtration process to meet BIS 14543 standard at all times.
- 2.7 Any other related works/activities as may be necessary for its successful operation.
- 2.8 Users may carry water up to 20 litres capacity jerry can. The Concessionaire may have suitable vending place in ATM for filling a such container of 20 litre capacity.
- 2.9 ATM will be constructed as per the layout approved by the NDMC.
- 2.10 Water ATM should be equipped with provision for chilled water (water with temperature around 15 degree Celsius during summers.
- 2.11 The Concessionaire will have a suitable technology which is environment-friendly to treat water in order to provide potable water as per BIS 14543 standards at each ATM location.
- 2.12 The successful bidder shall provide in-built litter spaces in each water ATM.
- 2.13 No commercial advertisements will be allowed at any Water ATM unit.
- 2.14 LED signage showing NDMC's logo and Water ATM of appropriate size shall be installed at every Water ATM unit.

2.15 Specifications:

- I. Each ATM should be equipped to dispense water of 250 ml (eco-friendly biodegradable cups/glass of minimum 170 GSM paper to be provided by the concessionaire at the ATM in the cost of water). 1 litre, 5 litre and 20 litre water will be taken by customers in their own containers.
- II. Filling Speed: about 10-12 litre/minute
- III. Operational Time – 6 AM to 10 PM every day, which may be amended in consultation with NDMC.
- IV. ATM Unit Dimension: Cubical/cylindrical in shape with base area up to 20 sq. feet, which may be increased to 24 Sq. feet with the prior approval of NDMC.
- V. The ATM shall have the provisions for Float valve for overflow control

3. GENERAL REQUIREMENTS

- 3.1 The Concessionaire is advised to analyse the NDMC potable water of requisite sample size on their own before quoting their rates and submit in the format given in **Financial Bid, Volume III**. No extra claim will be entertained after the allotment of the work on this account.
- 3.2 The output water quality characteristics are given in **Annexure-12**.
- 3.3 The Concessionaire has to design supply, install, commission, and maintain the Water ATMs for seven years. The Concessionaire will maintain a **safe, clean and hygienic environment in and around the Water ATM**.
- 3.4 The Concessionaire should have their own testing facilities for water testing process. The Concessionaire should analyse the water sample for all parameters as per BIS 14543 norms in a weekly manner or as and when required, either from NDMC lab or some reputed lab. Concessionaire shall maintain proper record in this regard. The Attendant of Concessionaire shall be available at the Water ATM during the operation time. A LED/LCD digital screen of at least 14 inch diagonal showing 4 key parameters of BIS 14543 standards namely pH, hardness, TDS & temperature on a real time basis in an interval of 2-5 minutes.
- 3.5 The maintenance of pipelines etc. from point of connection onwards to the Water ATMs shall be responsibility of Concessionaire during the concession period.
- 3.6 Making connection for raw water:-

The Concessionaire shall be responsible for executing works for making connection for Water ATMs from the source provided by the NDMC including cost of all material and labour etc. up to 30 meters distance. The cost beyond 30 meters will be borne by the NDMC. The cost of filtration process at each ATM, to ensure quality of water as per BIS 14543 standard shall be the responsibility of the Concessionaire.
- 3.7 Disposal of waste generated at each Water ATM:-

The disposal of waste generated at each ATM shall be disposed by the Concessionaire at his own cost to the nearest NDMC system. In case of Non-

performance severe penalties would be levied on the Concessionaire by NDMC as applicable under existing laws related to littering in public areas.

- 3.8 The Concessionaire shall install the required equipment and maintain the same for a period of seven years from the date of commissioning of water ATMs, as per the conditions prescribed in this document, and in the time frame prescribed at his own cost.
- 3.9 After completion of concession period the water ATMs will become the property of the NDMC.
- 3.10 The Concessionaire shall perform all routine maintenance to ensure that all water ATMs shall remain in working condition.
- 3.11 The Concessionaire will depute duly trained Operators at each water ATM. The Concessionaire shall ensure routine inspection of the equipment by the equipment supplier.
- 3.12 The output water shall be distributed daily between 6:00 am to 10:00 pm on all days from water ATMs. However, NDMC may increase or decrease the working hours, if so desired, in order to provide adequate water to the public. The Concessionaire shall have to provide all the services during the extended hours.
- 3.13 The Concessionaire will be responsible for maintaining the service levels standards otherwise penalty will be levied as per penalty clause.
- 3.14 The Concessionaire shall provide trained manpower to maintain the water ATMs to ensure the provision of quality services.
- 3.15 The Concessionaire shall provide and maintain the electrical and plumbing fittings of all types at the Water ATM in good working condition.
- 3.16 The Concessionaire shall provide LED boards for display of BIS 14543 water quality parameters including:
 1. pH
 2. Hardness
 3. Temperature
 4. Water Level
 5. TDS
- 3.17 Concessionaire should ensure that all the Water ATM (in a pocket) are working all the time and annual repair/maintenance etc. shall be carried out periodically at his own cost.
- 3.18 All expenses shall be borne by the Concessionaire.
- 3.19 To maintain premises clean, safe hygienic and risk free in and around the Water ATM (approx. Two meter radii) is the responsibility of Concessionaire. The Attendant of the Concessionaire shall ensure that all the eco-friendly bio-degradable paper glass shall be disposed off by the user within litterbin kept at each ATM.
- 3.20 Water & Electric supplied through connection by the NDMC (if any), will be charged from Concessionaire on Commercial rates applicable from time to time.
- 3.21 Online information of daily report to NDMC.

- 3.22 NDMC has reserve the right to inspect any ATM at any time during the
- 3.23 NDMC has right to take sample of water at any time.
- 3.24 During the non-availability of piped water from NDMC, Concessionaire shall make his own arrangement for which NDMC will make available water from its bulk supply reservoir on payment basis for which transportation arrangements will be made by the Concessionaire.
- 3.25 The water storage capacity at each ATM should be minimum 1000 Litre. Which can be increased as per the requirement.

4. OTHER REQUIREMENTS:

- 4.1 All the successful Concessionaires will have to ensure collection of the samples from the respective sites and meeting of the design criteria.
- 4.2 Bidders would need to submit their O&M expenditure information to the Engineer-in-Charge on a quarterly basis for the records of NDMC.
- 4.3 Any deviation from the proposed design needs to be approved by the NDMC.

5. TESTING AND INSPECTION

5.1 Third Party inspection

The charges for third party inspection, if any, would initially be borne by the Concessionaire.

5.2 Site tests

After erection at site, all components, equipment as described shall be tested to prove satisfactory performance and /or fulfilment of functional requirements without showing any sign of defect as individual equipment and as well as a system.

6. DELIVERY/COMMISSIONING

The commissioning of all the water ATMs is 3 months from the date of the confirmed Letter of intent or handing over of site whichever is later.

7. Penalty In case of Non-performance

In case of non-performance of more than 3 hours in a particular day between the operating hours, 1 day non-operation will be considered and penalty will be levied as per the table below.

In case the quality of water is not as per BIS 14543 standard the ATM operation of dispensing water should be stopped immediately. NDMC will impose a penalty of Rs 1000 for each such event at the Water ATM concerned.

Penalty in case of Non-operational beyond 3 hours in a day with respect to ATM shall be as follows:

- | | | | |
|-------|--------------|---|---------------------------|
| (i) | up to 4 days | – | Rs.2000/- per day/per ATM |
| (ii) | 4-7 days | – | Rs.3000/- per day/per ATM |
| (iii) | Above 7 days | – | Rs.5000/- per day/per ATM |

Failure to report any information pertaining to non-operational/not desired quality of the ATM would invite additional penalty of Rs. 1,000/- per such case per day of delayed information.

In case of non-compliance of water quality with BIS 14543 standard and / or non-operation for 300 ATM-days in a month (this is for 118 ATM), the contract is liable for termination.

1 ATM-day= 1 ATM operational time in a day from 6AM to 10 PM

8.SCOPE OF NDMC

NDMC shall be responsible to provide:

- 8.1 Source/ sufficient quantity of water up to Water ATMs
- 8.2 NDMC will make arrangements to provide water to the Water ATM locations on commercial rates.
- 8.3 Single phase or three phase power supply as required at one point i.e. up to Electric Meter to be installed by Electricity NDMC for water ATMs. However, same shall be assisted by the Concessionaire also on commercial rates.
- 8.4 The power consumption charges shall be charged on Commercial rates basis.
- 8.5 At a maximum of 10% of the locations, whenever NDMC is not able to supply piped water, the successful bidder shall be able to make the arrangement for water through bulk supply from NDMC reservoir on a payment basis from Kalibari Water Control Room for which transport arrangements will be made by the Concessionaire.

9. CONSTRUCTION REQUIREMENTS FOR Water ATMs.

9.1 GENERAL

- i. The Concessionaire shall design ATM's in such a way that material considered for design and construction should only be of Stainless Steel (minimum Grade 304) including storage.
- ii. NDMC shall provide piped water in each and every ATM. In case, piped water supply is not feasible at any particular location, as listed in RFP, then final location for installation of ATM at that location shall be decided by NDMC in the nearby vicinity where piped water supply is feasible.

- iii. The Concessionaire shall design ATM's in such a way that, in case quality of incoming Water is not as per required standards, then plant/ ATM should be automatically shut down. The Concessionaire should brought matter be to the knowledge of the Engineer-in-charge immediately and it should be sorted out within a day itself to make ATM back in operation and use.
- iv. Specifications, Shape and design of the ATM shall be provided by the Concessionaire for each and every location (Please refer to **Annexure 13 & 14** for illustrative design) before start of work and only after obtaining clearance from NDMC, ATM's should be installed at respective locations.
- v. Concessionaire shall design ATM's in such a way that, sufficient quantity for storage of water should be made at each and every ATM but not less than the minimum quantity as specified in Financial Bid, to avoid shut down of ATM's on account of no water situation, since present water supply in NDMC area is intermittent.

Provided that the Concessionaire shall ensure that the technology chosen is

- (a) Appropriate to the site and ground situation
- (b) Has a precedent for use in a project of similar nature and size
- (c) is supported by the technology/service provider for design, supply, implementation and ongoing maintenance
- (d) Addresses all issues of safety, including fire safety, operational safety, and environmental safety

VOLUME – III

FINANCIAL BID

FINANCIAL BID
FOR INSTALLATION COMMISSIONING, OPERATION & MAINTENANCE OF
WATER ATMs

| Description of item | Rate for each container size | Rate in words | Unit |
|--|------------------------------|---------------|-------------------|
| Set water ATM to Supply of drinking water at reasonable rates with specified parameter mentioned in Scope of Work as mentioned in Volume II , including set of structure, storage capacity. | | | |
| 250 millilitre (with recyclable paper Glass of minimum 170 GSM paper) (A) | | | Per 250 ml |
| 1.00 Litre (B) (without container) | | | Per litre |
| **The rates quoted will be of the 1st year of operation. The rates will be increased by 7% every year. | | | |

Signature Name of bidder

Annexure 1: Proposed Letter

To,

The Executive Engineer

Civil Engineering Department (NDMC)

Water Supply Division

Room No 231, SBS Palace, Gole Market, New Delhi-110001

Ph- 011-23745439 (Office)

Email: mkhanndmc2012@gmail.com

Subject: Installation, Commissioning, Maintenance & Operation of Water ATMs at Public Places through Public Private Partnership (PPP)

Reference: Dear Sir,

1. Having carefully examined all parts of the proposal documents and the addenda (if any) for the execution of the above mentioned works, having all requisite information affecting this proposal, having visited the site being aware of all conditions and difficulties likely to affect the execution of the contract, we, the under signed, hereby offer to execute the awarded job as per the scope of work and the rate quoted in the financial proposal in **Vol III** as described in the proposal documents and to hand over the whole of the said works in conformity with the drawings, conditions of contract, technical conditions and scope of work, for the sum indicated in the financial offer and such offer sum as may be ascertained in accordance with the contract.
2. We declare that we have read and understood and that we accept all clauses, conditions, descriptions, drawings of the proposal documents **Volume I to Volume III**, and subsequent addenda (if any) without any change, reservations and conditions. If any change, reservation or condition has been made in our proposal we herewith withdraw it.
3. We undertake, if our proposal is accepted, to commence the work within 10 days of the work order and to complete the work in the stipulated time for completion.
4. If our proposal is accepted, we will provide security deposit in the required form for the sums as stipulated in the proposal documents.
5. Unless and until the formal agreement is prepared and signed, this proposal, together with your written acceptance thereof shall constitute a binding contract between us.
6. We agree to abide by this proposal for the period of 120 days from the date of opening of the qualification bids and it shall remain binding upon us and may be

accepted by you at any time before the expiry of that period, and not to make any modifications in its terms and conditions which are not acceptable to you.

7. Together with the proposal we submit the earnest money of Rs ⁱ
..... ⁱⁱ Dated this.....day
.....2016 ⁱⁱⁱ in the capacity of ^{iv} duly
authorized to sign the proposal for and on behalf of
^v

Name:

Address: Telephone: Mobile:

Telefax:

Email:

Signature of the authorized representative:

- i) _____ Amount of earnest money
- ii) Indicate the form in which it is provided
- iii) Signature of the authorized representative of the firm
- iv) Designation
- v) Name of Applicant

Annexure 2: Power of attorney of the Representative of a Firm

A- Power of attorney for authorized representative

M/s....., hereby, authorize the following representative to sign and submit the proposal document, negotiate terms and conditions of the contract, to deal with the -----, to issue and receive correspondence related to all matters of the proposal for the following work:-

Name of work- **designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP)** of 118 numbers Water ATMs, after installation in various locations of NDMC. We undertake the responsibility arising out of any act of the representative appointed hereby. We do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

For Partnership firm

| S. no. | Name of all partners/Authorised person | Signature of partner/Authorised person with seal |
|--------|--|--|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

(Signature with Seal of Firm)

For limited Company

| | |
|---|--|
| Name and designation of the person authorized | |
| Company | |
| Address | |
| Telephone no | |
| Fax no | |

Designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP)

| | |
|--|--|
| Telex no | |
| Authorized by (name & designation) | |
| Attested signature of the authorized Representative | |
| Name and designation of person attesting the signature | |

(Signature with Seal of Company)

Annexure 3: Undertaking by the applicant

I / we undertake and confirm that “for modifications/ deviations to conditions of contract / technical specifications no prices information is indicated in cover-B.

I / We understand that if this undertaking is found incorrect, our proposal may not be considered for evaluation for future for financial evaluation, for which I / We shall be liable for all consequences and / or damages.

Signature With seal Full name Designation Address
(Authorized representative)

Annexure 4: Declaration

I / We the under signed, hereby certify that I / We have read, understood all pages, all the terms and conditions given in the proposal documents, including those in the addenda issued by the NDMC and the same are acceptable to us without any deviations. I/We certify that all pages of this proposal document be assumed signed by me/us.

If this declaration is found incorrect then without prejudice to any other action that may be taken, my / our security may be forfeited in full and the proposal, if any to the extent accepted may be cancelled.

Signature With seal Full name
Designation Address
(Authorized representative)

Annexure 5: Declaration under the Official Secrets Act

“I/We hereby declare that I / We shall treat the proposal documents, drawings and other records, connected with the work, as secret confidential documents and shall not communicate information derived there from to any person other than a person to whom I/We am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same”.

I/We understand that failure to observe the secrecy of the proposals will render the proposal, liable to summary rejection.

Signature With seal Full name Designation Address

(Authorized representative)

Annexure 6: Declaration by the Bidder

In relation to my /our Bid submitted to Executive Engineer, Water Supply, NDMC, **designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP)** including maintenance for a period of seven years after installation in given locations of NDMC. I/we hereby declare that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the NDMC;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Signature of bidder: Name:

Designation: Address: Place:

Date:

**Annexure 7: Model Form of Bank Guarantee against Performance of Contract
(Performance Guarantee)**

To,

The Executive Engineer
Civil Engineering NDMC (NDMC)
Water Supply Division
Room No 231, SBS Palace,
Gole Market, New Delhi-110001
Ph- 011-23745439 (Office)

Whereas the New Delhi Municipal Council (NDMC) having entered into an agreement no Dated..... with M/s..... (Hereinafter called the Concessionaire) for **designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP)** including operation and maintenance for a period of 7 years after installation in various locations of NDMC under which the Concessionaire(s) M/shave applied to furnish contract performance bank guarantee.

1. In consideration of NDMC having made such a stipulation in agreement. We ----- (indicate name of bank), herein after referred to as the "Bank" at the request of M/s -----Concessionaire(s), do hereby undertake to pay to the NDMC an amount not exceeding Rs ----- (Rupee -----only) on demand.
2. We ----- (indicate the name of bank), do hereby under take to pay Rs -----only) under this guarantee without any demur or delay, merely on a demand from the NDMC. Any such demand made on the bank by the NDMC shall be conclusive and payable by the bank under this guarantee. The bank guarantee shall be completely at the disposal of the NDMC and We ----- (indicate the name of bank), bound ourselves with all the directions given by NDMC regarding this bank guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs - ----- (Rupee -----only).
3. We -----(indicate the name of bank),under take to pay to the NDMC any money so demanded notwithstanding any dispute or disputes raised by the Concessionaire(s) in any suit or proceeding pending before any court or tribunal or arbitrator etc relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We -----(indicate the name of bank) further agree that the guarantee herein contain shall remain in full force and effect during the period that

would be taken for the

5. performance of the said agreement and that it shall continue enforceable till all the dues of the NDMC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the NDMC certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Concessionaire(s) and accordingly discharges this guarantee.
6. We -----(indicate the name of bank) further agree with NDMC that NDMC shall have the fullest liberty without our consent and without affecting in any manner our obligations, hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Concessionaire(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NDMC against the said Concessionaire(s) and to forbear pre-enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Concessionaire(s) or for any forbearance act of omission of the part of the NDMC or any indulgence by the NDMC to the said Concessionaire or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us. The liability of us ----- (indicate the name of bank), under this guarantee will not be discharged due to the change in the constitution of the bank or the Concessionaire(s).
7. We ----- (indicate the name of bank) lastly undertake not to revoke this guarantee except with the previous consent of the NDMC in writing.
8. This guarantee shall remain valid and in full effect, until it is decided to be discharged by the NDMC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs----- (Rupee - -----only).
9. It shall not be necessary for the state NDMC to proceed against the Concessionaire before proceeding against the bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the state NDMC may have obtained or obtain from the Concessionaire.
10. The bank guarantee shall be payable at the headquarters of the division, or the nearest district headquarters. If the last date of expiry of the bank guarantee happens to be a holiday of the bank, the bank guarantee shall expire on the close of the next working day.

Dated-----day of -----for and on behalf of the bank (indicate the bank)

Signature and Designation

The above guarantee is accepted by the Executive Engineer, Water Supply, and NDMC.

Signature

Note: Guarantee to be made on stamp paper purchased by the bank only.

Annexure-8: Form of Agreement

This agreement made on the day of 2016 between the Chairperson, New Delhi Municipal Council (herein after called "NDMC") of the one part and (herein after called "Concessionaire") of the other part.

WHEREAS NDMC is desirous for execution of work regarding **designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP)**, including maintenance for a period of seven years after installation in given locations within NDMC.

WHEREAS the ----- has accepted a proposal of the Concessionaire for the execution, completion and maintenance of such work.

NOW THIS AGREEMENT WITNESSES as follows:

- 1- In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of the contract herein after referred to.
- 2- The following documents shall be deemed to form and be read and constructed as part of this agreement, viz :
 - a) Form of agreement
 - b) Letter of award and any pre award correspondence between NDMC and the Applicant
 - c) Proposal documents contained in :
 - Vol-I: conditions of contract, qualification schedules
 - Vol-II: Scope of work and Technical specification, Annexures and Proposal Drawings
 - Volume III: Financial Bid
- 3- The work will be executed strictly according to specifications and drawings relating to the work as indicated in the RFP document. The schedule of items of work to be carried out will be as per approved RFP.
- 4- All correspondence and modifications of proposal offer and acceptance letter will form part of this agreement.
- 5- The Concessionaire hereby covenants with NDMC to execute the work in conformity in all respects with the provisions of this Agreement.

IN WITNESS thereof the parties to these present have here to set and subscribed their respective hands the day, month and year first above written.

SIGNED for and on behalf of NDMC

Witness

SIGNED for and on behalf of the Concessionaire Authorized Representative

Witness

Annexure-9: Applicant for works

I / We hereby submit the proposal for the execution of **designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP)**, including maintenance for a period of seven years after installation in given locations within NDMC. I / We have visited the site of work and am / are fully aware of all the difficulties and conditions likely to affect carrying out the work. I / We have fully acquainted myself / ourselves about the conditions regarding accessibility of site and the extent of ground, working conditions including stacking of materials, installation of tools and plants, conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Memorandum

| | | |
|-----|----------------------|---|
| (a) | General description: | Designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP) |
| (b) | Earnest money: | Rs.5 lacs as mentioned in RFP |
| (c) | Security Deposit: | Rs. 20 lacs as mentioned in RFP |

Time allowed for the completion of the work (to be reckoned from the 10th day after the date of written order to commence the work) is as per proposal document. I/We hereby agree to abide by and fulfil in the terms and provisions of the conditions of the contract annexed hereto and of the detailed notice for technical and financial bids, or in default thereof, to forfeit and pay to NDMC, the sum of money mentioned in the said conditions.

a) A sum of Rslacs is forwarded herewith in the form of bank draft/ FDR as Earnest money. This amount of earnest money shall absolutely be forfeited to NDMC, should I/We fail to commence the work specified in the above memorandum.

Signature of witness

Signature of Concessionaire

Witnesses address & occupation

Address of Concessionaire

Date

The above proposal is hereby accepted by me on behalf of NDMC.

Dated the

SIGNED for and on behalf of -----

Annexure 10- Integrity Agreement

General

This pre-bid pre-contact Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20....., between on one hand the New Delhi Municipal Council acting through Shri _____, The Executive Engineer (hereinafter called the “Principal/Owner”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ (hereinafter called the “Bidder(s)/Concessionaire(s) which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the Principal/Owner proposes to procure goods and services pertaining to the tender titled “Designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP)” through the Bidder(s)/Concessionaire(s) and the Bidder(s)/Concessionaire(s) is willing to offer / has offered the same.

Whereas the Bidder(s)/Concessionaire(s) is a private company/public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Principal/Owner is the municipal government of New Delhi established as per NDMC act 1994 performing its functions on behalf of the Council.

Now, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Principal/Owner to procure the desired said work/ Services/ Stores / Equipments at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during bidding, execution & public procurement,

And

Enabling Bidder(s)/Concessionaire(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal/Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here to hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the Principal/Owner

- 1.1 The Principal/Owner undertakes that no official of the Principal/Owner, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder(s)/Concessionaire(s), either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Principal/Owner will, during the pre-contract stage, treat all Bidder(s)/Concessionaire(s) alike, and will provide to all Bidder(s)/Concessionaire(s) the same information and will not provide and such information to any particular Bidder(s)/Concessionaire(s) which could afford an advantage to that particular Bidder(s)/Concessionaire(s) in comparison to other Bidder(s)/Concessionaire(s).

- 1.3 All the officials of the Principal/Owner will report to the CVO, NDMC any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Concessionaire(s) to the CVO, NDMC with full and verifiable facts and the same is prima facie found to be correct by the NDMC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NDMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NDMC the proceedings under the contract would not be stalled.

Commitments of Bidder(s)/Concessionaire(s)

3. The Bidder(s)/Concessionaire(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
 - 3.1 The Bidder(s)/Concessionaire(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The Bidder(s)/Concessionaire(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the Principal/Owner or otherwise in executing the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the New Delhi Municipal Council for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the New Delhi Municipal Council.
 - 3.3 Bidder(s)/Concessionaire(s) shall disclose the name and address of agents/Brokers/representatives/ Intermediaries and Indian Bidder(s)/Concessionaire(s) shall disclose their foreign Principals or associates at the time of bidding.
 - 3.4 Bidder(s)/Concessionaire(s) shall disclose the payments to be made by them to such agents/brokers/representatives/ intermediaries, in connection with this bid/contract at the time of bidding.
 - 3.5 The Bidder(s)/Concessionaire(s), either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in Connection with the contract and the details of services agreed upon for such payments. A copy of contract so made with agents /brokers/intermediaries shall be submitted.
 - 3.6 The Bidder(s)/Concessionaire(s) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder shall remain responsible to maintain safety & confidentiality of his bid documents during bid process.
 - 3.7 The Bidder(s)/Concessionaire(s) will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
 - 3.8 The Bidder(s)/Concessionaire(s) shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by the Principal/Owner

as part business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder(s)/Concessionaire(s) also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.9 The Bidder(s)/Concessionaire(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts, either to principal/owner or to IEMs so appointed by NDMC.
- 3.10 The Bidder(s)/Concessionaire(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the Bidder(s)/Concessionaire(s) or any employee of the Bidder(s)/Concessionaire(s) or any person acting on behalf of the Bidder(s)/Concessionaire(s), either directly or indirectly, is a relative of any of the officers of the Principal/Owner, or alternatively, if any relative of an officer of the Principal/Owner has financial interest/ stake in the Bidder(s)/Concessionaire(s) firm, the same shall be disclosed by the Bidder(s)/Concessionaire(s) at the time of filing of bid. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.12 The Bidder(s)/Concessionaire(s) shall not lend to or borrow any money form or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Principal/Owner.
- 3.13 NDMC has adopted integrity pact for all its contract for 50 lacs and above. It is mandatory for the bidders/Concessionaires to sign the I.P. The bid of bidder/Concessionaire to do not sign the I.P. shall not be considered details of IEMs (Independent External Monitor) is as under:-

1. DR. U.K. Sen, IEM uksen@hotmail.com
2. Sh. V.K. Gupta IEM Vinod101951@gmail.com

In case of any grievances about the bid the same may be sent to IEM/Vigilance of NDMC with the name address of the sender.

4. Previous Transgression

- 4.1 The Bidder(s)/Concessionaire(s) declares that no previous transgression occurred in the last Five years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or New Delhi Municipal Council that could justify Bidder(s)/Concessionaire(s) exclusion from the bidding process.
- 4.2 The Bidder(s)/Concessionaire(s) agrees that if it makes incorrect statement on this subject, Bidder(s)/Concessionaire(s) can be disqualified from the bidding process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the Bidder(s)/Concessionaire(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Concessionaire(s) shall entitle the Principal/Owner to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder(s)/Concessionaire(s). However, the proceedings with the other Bidder(s)/Concessionaire(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond / Gurantee (after the contract is signed) shall stand forfeited and the Principal/Owner shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any

compensation to the Bidder(s)/Concessionaire(s).

- (iv) To recover all sums already paid by the Principal/Owner, and in case of an Indian Bidder(s)/Concessionaire(s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder(s)/Concessionaire(s) from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder(s)/Concessionaire(s) from the Principal/Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder(s)/Concessionaire(s), in order to recover the payments, already made by the Principal/Owner, along with interest.
- (vi) To cancel all or any other contracts with the Bidder(s)/Concessionaire(s). The Bidder(s)/Concessionaire(s) shall be liable to pay compensation for any loss or damage to the Principal/Owner resulting from such cancellation/ rescission and the Principal/Owner shall be entitled to deduct the amount so payable from the money(s) due to the Bidder(s)/Concessionaire(s).
- (vii) To debar the Bidder(s)/Concessionaire(s) from participation in future bidding processes of the New Delhi Municipal Council for a period ranging from six months to maximum five years. However if the bidder takes corrective measures against transgressions, subject to satisfaction of Principal/Owner & IEMs, the period of debar can be reviewed.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s)/Concessionaire(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letter of Credit have been received in respect of any contract signed by the Principal/Owner with the Bidder(s)/Concessionaire(s), the same shall not be opened.
- (x) Forfeiture of Performance Bond/Guarantee in case of a decision by the Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The Principal/Owner will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder(s)/Concessionaire(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Concessionaire(s), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the Principal/Owner to the effect that a breach of the provisions of this Pact has been committed by the Bidder(s)/Concessionaire(s) shall be final and conclusive on the Bidder(s)/Concessionaire(s). However, the Bidder(s)/Concessionaire(s) can approach the Independent Monitor(s) appointed for the purposes of this Pact. IEMs shall examine the transgression and its severity and submit the report to Chairman, NDMC for further action after providing an opportunity and hearing to the affected parties.

7. Independent External Monitors

7.1 The Principal/Owner has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose names and email IDs have been given in the NIT.

7.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

7.3 The IEMs shall not be subject to instructions by the representatives of the parties and

perform their functions neutrally and independently.

- 7.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings
- 7.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, NDMC.
- 7.6 The Bidder(s)/Concessionaire(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal/Owner including that provided by the Bidder(s)/Concessionaire(s). The Bidder(s)/Concessionaire(s) will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subConcessionaires. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s)/Concessionaire(s)/SubConcessionaire(s) confidentiality.
- 7.7 The Principal/Owner will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.
- 7.8 The IEMs will submit a written report to the Chairman, NDMC within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Owner/Bidder(s)/Concessionaire(s) and, should the occasion arise, submit proposals for correcting problematic situation. However an opportunity of hearing shall be provided by the IEMs to the buyers /bidders before submitting their written report.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Concessionaire(s) and the Bidder(s)/Concessionaire(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal/Owner.

10. Other Legal Actions

The action stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings and Jurisdiction in case of dispute between the parties if any shall be new Deficiency.

11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months beyond the defects liability period of the contracts. In case Bidder(s)/Concessionaire(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract by the successful bidder.

11.2 Should one or several provision of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

12 The parties hereby sign this Integrity Pact at _____ on _____

Officer,

New Delhi Municipal Council

Witness

1. _____

2. _____

Principal/Owner
Bidder(s)/Concessionaire(s) Name of the
Chief Executive Officer
Designation

Witness

1.

2.

ANNEXURE – 11: List of public places where Water ATMs are to be installed

| Sr. No. | Locations |
|----------------|---|
| 1 | Near Ashoka Taxi Service, Janpath Road |
| 2 | 105 Dhobi Ghat, Darbanha Lane |
| 3 | Pandara Road at entry to Bikaner House |
| 4 | A-Block Pandara Road |
| 5 | Q- Point near Cementary behind Khan Market Opp. Taj Hotel |
| 6 | Motor Market Prithviraj Market, Khan Market (urinal Block) |
| 7 | Back of Kashmiri House |
| 8 | South Block opp. Gate no. 10 near Rastrapati Bhawan |
| 9 | Tess January Lane near Clardiges Hotel |
| 10 | Satya Marg at Niti Marg intersection/ roundabout |
| 11 | Near Taxi Stand K.M. Lane |
| 12 | Moti Lal near Sunheri Masjid |
| 13 | Opp. Kaka Nagar Mkt. Dr. Zakir Hussain Marg |
| 14 | Near Ambassador Taxi Stand opp. Sujan Singh Park |
| 15 | Khan market parking Opp Lok Nayak Bhawan |
| 16 | Shahjahan Road Near Jam Nagar House |
| 17 | Jorbagh Road near Fire Station |
| 18 | B.K. Dutt Cly. Mkt. Urinal cum Toilet Block |
| 19 | Subzi Mkt. Kautilya Marg |
| 20 | Nehru Park, Vinay Marg side opp. Ashoka Hotel |
| 21 | Yaswant Palace Near Food Plaza |
| 22 | G-Avenue Babbu Market, Sarojini Mkt. Entry gate |
| 23 | Shop no. 86 main Main Gali Sarojini Nagar |
| 24 | Near Delhi Public Library Sarojini Nagar Market |
| 25 | A Block near Pillanji Village (Urinal Block) |
| 26 | Near Gwalior Pottries, Africa Avenue, Near JJ Cluster |
| 27 | Jam Nagar House entry gate Man Singh Singh Rd. |
| 28 | Indira Gandhi Memorial, 1 Safdarjung Road, ND |
| 29 | CSC Mkt. Netaji Nagar Mkt. |
| 30 | Begum Zaidi Mkt. near NDMC Enquiry, Moti Bagh |
| 31 | Basurkar Mkt. near Shop no. 21 Moti Bagh |
| 32 | Opp Service Centre in the Park, L.B. Nagar near Shop 53 |
| 33 | Sanjay Park entry gate of Swimming Pool |
| 34 | Talkatora Garden (Site 1) Park street |
| 35 | Talkatora Lane near gate of Nursery |
| 36 | Subhraminium Bharti Marg near Golf Link Crossing |
| 37 | PTU at Chelmsford Road near entry of Chelmsford Road No.2 |
| 38 | PTU at Chelmsford Road near entry of ND Railway Station Chelmsford Road |
| 39 | Urinal Block at Chelmsford Road towards New Delhi Railway Station Entry |

| | |
|-----|---|
| 40 | Toilet Block at Jantar Mantar Road |
| 41 | Toilet Block at Ashok Road adjacent to P&T Building |
| 42 | Toilet Block at Gole Market |
| 43 | Toilet Block at Shivaji Stadium |
| 44 | Toilet Block at Bangla Sahib Marg near Bangla Sweets |
| 45 | Toilet Block at Bhai Veer Singh Sadan |
| 46 | Toilet Block at Pandara Road Market (Right) |
| 47 | Toilet Block at Main Mkt. Lodhi Road |
| 48 | Toilet Block at Malcha Marg |
| 49 | Toilet Block at Purana Qila Road Mathura Road Junction |
| 50 | Toilet Block at Parliament Street behind LIC Bldg. |
| 51 | Toilet Block at Jai Singh Road opp. State Bank of India |
| 52 | Near Narula Paneer Bhandar, Shanker Market |
| 53 | Near Baroda House, K.G Marg |
| 54 | Central Park opp. D- Block |
| 55 | Central Park opp. F- Block |
| 56 | Sansad Marg Opp RBI |
| 57 | ECE House |
| 58 | Jeevan Bharti (Outer Circle) |
| 59 | Adjoining State Entry Road |
| 60 | Central Park Opp. A Block |
| 61 | Opp. Balmiki Basti Mandir Marg |
| 62 | Public toilet RML Hospital BKS Road |
| 63 | R.K. Ashram Marg near Lal School |
| 64 | Opp Bangla Shahib Gurudawara, BKS Road. |
| 65 | Shankar Market in lane |
| 66 | Kamal Attaturk Marg |
| 67 | Indira Gandhi memorial |
| 68. | Naroji Nagar Market |
| 69. | Vivekanand Camp Part-II, Chanakya Puri, near Bapu Dham Service Centre |
| 70. | J.J Cluster near NDMC water supply control room, kali Bari Marg |
| 71. | J.J Cluster known as Harijan Basti, Anant Ram Dairy, Sector-XIII, R.K Puram |
| 72. | Sanjay Camp Part-II Railway Camp Colony, Chanakya Puri, Iraq Embassy |
| 73. | Shaheed Arjun Dass Camp on Kushak Nallah between VishwaYuvak |
| 74. | Pacca J.J Cluster near Princess Park, Sangli Mess |
| 75. | J.J Cluster at Purana Quila Road.NSCI. |
| 76. | Janpath Radial - Entry Palika Bazar |
| 77. | Janpath Radial - Middle Circle |
| 78. | Janpath Radial - End B/H Porta Cabin |
| 79. | Road Radial No.1A Palika Parking - Bindal |
| 80. | Road Radial No.1A Palika Parking - Palika Annexe |
| 81. | Road Radial No.2 - A-Block |

| | |
|---------|---|
| 82. | Road Radial No.2 - Middle Circle |
| 83. | Panchkuan Road Radial - Middle Circle B-Block |
| 84. | Panchkuan Road Radial - H-Block Corner |
| 85. | Road Radial No.4 - Middle Circle K-Block Junction |
| 86. | Road Radial No.4 - B-Block Corner |
| 87. | Minto Road Radial - Opp. Aulia Masjid Corner |
| 88. | Minto Road Radial - C-Block Middle Circle |
| 89. | Shankar Market Corner |
| 90. | Road Radial No.6 – Middle Circle Junction M-Block |
| 91. | Outer Circle near MTNL Office |
| 92. | Road Radial No.7 - Corner M-Block |
| 93. | Road Radial No.7 - Near Statesman Subway entry |
| 94. | Road Radial No.7 - ESS F-Block |
| 95. | Middle Circle Open Courtyard N-Block |
| 96. | KG Marg Corner Parking – Statesman House |
| 97-98 | Jantar Mantar Road near PTU (2 nos.) |
| 99 | Janpath Market near Garbage Station behind Bank of Baroda |
| 100-101 | Shivaji Stadium Bus Terminal (2 nos.) |
| 102 | Kali Mandir, Bangla Sahib Road |
| 103-104 | Jantar Mantar (2 nos.) |
| 105 | Sardar Patel round about |
| 106-107 | Talkatora Garden (2 nos.) |
| 108 | NDMC Headquarter |
| 109 | Boat Club Police Chowki |
| 110 | Sanchar Bhawan Metro Station |
| 111 | Udyog Bhawan |
| 112 | Shastri Bhawan |
| 113 | Children's park |
| 114-116 | Lodhi Garden (3 nos.) |
| 117-118 | Nehru Park (2 nos.) |

ANNEXURE-12: OUTPUT WATER QUALITY AS PER BIS 14543

| REQUIREMENT | | LIMIT |
|--------------------|----------------------------|-----------------------------------|
| Sl. No | DESCRIPTION | To comply |
| 1. | COLOUR | 2 Max. |
| 2. | ODOUR | Agreeable |
| 3. | TASTE | Agreeable |
| 4. | TURBIDITY | 2 Max. |
| 5. | pH | 6.5 to 8.5 |
| 6. | Total Dissolved Solid | 500 ppm Max |
| 7. | BARIUM | 1 ppm, Max. |
| 8. | COPPER | 0.05 ppm, Max |
| 9. | IRON | 0.1 ppm, Max |
| 10. | MANGANESE | 0.1 ppm, Max |
| 11. | NITRATE | 45 ppm, Max |
| 12. | NITRITE | 0.02 ppm, Max |
| 13. | ZINC | 5 ppm, Max |
| 14. | ALUMINIUM | 0.03 ppm, Max |
| 15. | CHLORIDES | 200 ppm, Max |
| 16. | SULPHATE | 200 ppm, Max |
| 17. | CALCIUM | 75 ppm, Max |
| 18. | SULPHIDE | 0.05 ppm, Max |
| 19. | ALKALINITY | 200 ppm, Max |
| 20. | PHENOLIC COMPOUNDS | Absent |
| 21. | MINERAL OIL | Absent |
| 22. | MAGNESIUM | 30 ppm, Max |
| 23. | RESIDUAL FREE CHLORIDE | 0.2 ppm, Max |
| 24. | ANION.SURF.ACT. AGENTS | 0.2 ppm, Max. |
| 25. | ESCHERCHIA COLI | Absent |
| 26. | COLIFORM BACTERIA | Absent |
| 27. | Sulphite Reducing Bacteria | Absent |
| 28. | Pseudomonas Aeruginosa | Absent |
| 29. | Aerobic Microbial Count | 20, Max at 37C & Max at 20-22C |
| 30. | YEAST & MOULD | Absent |

Annexure-13: Specifications for the ATM Unit and Development of Site

1. General requirements

1. General requirements and specifications for ATM Unit –space requirement for accommodating system.
2. Maximum covered area of ATM Unit shall be 24 sq. ft.
3. Indicative design for each Water ATM are annexed at however the final drawing design submitted by Concessionaire shall be approved by NDMC.
4. It is mandatory for every bidder to submit layout plan showing the above maximum area requirement along with their bids. Bids of the bidders not complying with this are liable to be rejected.
5. Water Storage Tank shall be placed inside the ATM Structure.

2. Units of ATMs:

1. ATM Housing structure shall be of Stainless Steel (minimum Grade 304) with puff in between.
2. Thickness of Stainless Steel (Inner & Outer) should be minimum 0.5 mm duly filled with puff of 40 to 50 mm thickness. The outer design should aesthetically gel with the surroundings.
3. Ensure the structural stability and safety of the ATMs.
4. The structure should be appropriate to protect the whole ATM system, including its equipment and accessories in all weather conditions and it should withstand the extreme climatic variations of Delhi.
5. The roof material of canopy should be PP reinforced UV stabilized Poly Vinyl/FRP covering.
6. The total floor area and canopy area of the ATM should be covered with Good quality vitrified/anti-skid tiles as approved by NDMC.
7. The ATM should be provided with a LED sign board indicating the NDMC logo and Water ATM as per the design approved by NDMC.

ANNEXURE- 14: Indicative Design of Water ATMs

