



Request for proposal For Setting up of Water ATM for Safe Drinking Water including 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 designated locations under “Smart City Mission” at Puducherry City

Volume I: Instruction to Bidders



RFP for Water ATM on PPP Mode

Tender No: 006/PSCDL/2019

July 2019

**Puducherry Smart City Development Limited
Puducherry**



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Abbreviations

Term	Definition
ATM	Automatic Teller Machine
BIS	Bureau of Indian Standard
BG	Bank Guarantee
CEO	Chief Executive Officer
Day	Calendar day
DD	Demand Draft
DPR	Detailed Project Report
EMD	Earnest Money Deposit
FDR	Fixed Deposit Receipt
FY	Financial Year
GoI	Government of India
GoP	Government of Puducherry
GST	Goods and Service Tax
INR	Indian Rupee
IT	Information Technology
JV	Joint Venture
LOA	Letter of Acceptance
LPH	Litre Per Hour
Ltd.	Limited
MoHUA	Ministry of Housing and Urban Affairs
O&M	Operation and Maintenance
OHSR	Over Head Service Reservoir
PAN	Permanent Account Number
PHD	Public health Department
PMC	Project Management Consultant
PPP	Public Private Partnership
PQ	Pre-Qualification
PWD	Public Works Department
QCBS	Quality and Cost Based Selection
RFP	Request for Proposal
Sq.Km	Square Kilometre
ULB	Urban Local Body



Definitions

In this “Bid / RFP Document” the following words and expression will have the meaning as herein defined where the context so admits.

1. **“Affiliate”** shall mean a company that either directly or indirectly
 - a. controls or
 - b. is controlled by or
 - c. is under common control with
 - d. A Bidding Company and “control” means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.
2. **“ABD”** Shall mean Area Based Development in the Puducherry Smart city proposals.
3. **“Bid / Tender”** shall mean the Technical Bid and Financial Bid submitted by the Bidder along with all documents / credentials / attachments / annexure etc., in response to this RFP, in accordance with the terms and conditions hereof.
4. **“Bidder / Bidding Company”** shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company / including its successors, executors and permitted assigns as the context may require;
5. **“Bid Deadline”** shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid information Sheet;
6. **“Chartered Accountant”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
7. **“PSCDL”** shall mean the Chief Executive Officer of PUDUCHERRY SMART CITY DEVELOPMENT LIMITED himself / herself and / or a person or group of persons nominated by the CEO for the mentioned purpose herein;
8. **“Commissioning”** means Successful operation of the Project / Works by the successful Bidder, for the purpose of carrying out Performance Test(s) as defined in RFP.
9. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
10. **“Completion Date”** shall mean the end date for completion of works which will be the date of issuance of the completion certificate
11. **“Contract”** shall mean Agreement made between PSCDL and the selected bidder



on issue of Letter of Award.

12. **“Employer”** shall mean Puducherry Smart City Development Limited
13. **“PSCDL”** Puducherry Smart City Development Limited
14. **“Engineer-in-Charge”** means the Project Management Consultant (PMC) or Engineer appointed by PSCDL for the supervision and management of the Project.
15. **“PMC”** means Project Management Consultants
16. **“RFP”** shall mean Request for Proposal (RFP) / Bid Document / Tender Document



REQUEST FOR PROPOSAL (RFP)

Puducherry Smart City Development Limited (PSCDL) invites Bids from eligible Contractors / Agencies for the work of “Design, Construction, Operation and Maintenance of Water ATMs” at Public Places under “Smart City Mission” in Puducherry on PPP mode

Interested Contractors / Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study of the proposed location and detailed examination of this document with full understanding of its terms, conditions and implications.

Puducherry Smart City Development Limited (PSCDL) will be the Facilitator in the entire bidding process and will participate in all clarification to enquiries, pre-Bid meeting, response to bidders, evaluation process etc.

1 Notice Inviting Tender

S N	Particulars	Details
1	Tender Notice No:	006/PSCDL/2019
2	Name & Address of the Client	Name: Puducherry Smart City Development Limited (PSCDL) Address: The Chief Executive officer Puducherry Smart City Development Limited, No.2, Bussy Street, Old Court Building, Puducherry 605 001 E-Mail ID: gmpplanpsc dl@gmail.com Telephone :- +91 413 22 24 431
3	Name of Work	Request for proposal For Setting up of Water ATM for Safe Drinking Water including 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 designated locations under “Smart City Mission” at Puducherry City.
4	Tender Type	Public Private Partnership (PPP) Basis
5	Joint Venture	Applicable
6	Bidding Type	Two Bid System
7	Bid Call (No's)	1
8	Downloading of tender Documents	The tender document for this work can be downloaded from website https://pudutenders.gov.in



		From 05.07.2019 to 02.08.2019 up to 15:00 Hrs.
9	Pre-Bid Meeting & Time	17.07.2019 from 10.30 Hrs Bidder shall have to post their queries on E-mail address gmpplanpscdl@gmail.com on or before 12.07.2019 up to 15.00 hrs. Venue of Pre-Bid Conference – PSCDL Office, No.2, Bussy Street Old Court Building, Puducherry 605 001.
10	Bidding Procedure	Two Bid System Cover (1) – Technical Bid (Online & Hard Copy) Cover (2) – Financial Bid (Online)
11	Online Submission (Last Date)	On or before date 02.08.2019 up to 15:00 Hrs through online portal: https://pudutenders.gov.in Technical Bid Scanned copy of Demand Draft/ Bankers Cheque as Tender Fee. Scanned copy of FDR/DD/ Bankers Cheque as EMD. Scanned copy of PAN card Certificate of Incorporation / Registration Certificate / Registered partnership deed. Scanned copies of Experience certificates showing successful completion of work (with certificate) Statutory Audit accounts statement for past 3 financial years (ending March 2019). Financial statements from statutory auditor regarding net worth. Undertaking on Non-black listing In addition to the documents mentioned above, the documents required as per attached Forms & Annexure are also to be uploaded. Bidder shall submit their offer i.e. Technical bid as well as Financial Bid in Electronic format on stipulated website & date as mentioned in the tender document. Financial Bid On or before the date & time stated above through online portal. No offer (Financial Bid) in physical form will be accepted.



12	Physical submission of Tender Fee, Earnest Money Deposit EMD) and all other documents in the Technical Bid. (Physical Submission only)	<p>Hard copy of Technical bid, Original document of Tender fees and EMD shall be submitted to CEO PSCDL, No.2, Bussy Street, Old Court Building, Puducherry 605 001</p> <p>On or before date 02.08.2019 up to 15:00 Hrs</p> <p>Documents in supporting to tender bid shall be submitted through electronic format by scanning and submission only in hard copy will not be accepted separately</p> <p>CEO PSCDL reserves the right to accept or reject any or all tenders without assigning any reason thereof. This Tender notice shall form a part of contract document.</p>	
13	Bid Details	Opening of Bid (Online) & PQ documents submitted electronically	If possible, on 02.08.2019 at 16:00 hrs.
		Opening of Financial Bid (Online)	Will be intimated later on.
		Bid validity period	120 days from the date of submission of the bid.
		Project Duration	Installation period – 6 Months Operation and Maintenance Period – 10 Years
14	Payment Details	Tender Fee	Rs.10,000/-+ 18% GST In form of Account Payee Demand Draft/ Bankers Cheque payable in favour of Puducherry Smart City Development Limited, payable at Puducherry with bid submission
		EMD (Bid Security)	Rs 1,50,000 /- (One Lakhs Fifty thousand only) by the way of Demand Draft/ FDR/Bankers Cheque in favour of Puducherry Smart City Development Limited payable at Puducherry.
15	Address for Correspondence and Submission of Bid document	<p>CEO, Puducherry Smart City Development Limited (PSCDL)</p> <p>No.2, Bussy Street, Old Court Building Puducherry 605 001</p> <p>gmpplanpscdl@gmail.com</p> <p>Phone: - +91 413 2224431</p>	



Terms:

- a. The complete bid document can be viewed / downloaded from official portal of <https://smartnet.niva.org> , <http://pondicherrysmartcity.in> and e-procurement portal of Govt. of Puducherry <https://pudutenders.gov.in>
- b. Bids shall remain valid for 120 days (One hundred Twenty days) from the date of submission of the tender.
- c. To obtain first-hand information on the assignment, Contractors are encouraged to attend the pre-Bid meeting. Attending the pre-Bid meeting is optional.
- d. Any Bid (Technically & Financial) not accompanied by Tender fees and Earnest Money as mentioned in the notice for RFP will be rejected and treated as non-responsive
- e. Bid that are received after the deadline will not be considered in this procurement process.
- f. PSCDL will not be responsible for any delay in submission of online bid.
- g. PSCDL reserves all rights to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to award of the Contract, without assigning any reason thereof and incurring any liability to the participated firms or any obligation to inform the bidder or bidders participated on the grounds of employer's action thereof.

Address of Communication:

The Chief Executive Officer
Puducherry Smart City Development Limited,
No.2, Bussy Street,
Old Court Building,
Puducherry 605 001
E-mail: gmplanpscdl@gmail.com
Telephone: +91 413 22 24 431

For any Technical related queries about bidding online, please call 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787. International Bidders are requested to prefix 91 as country code. Or email to: support-eproc@nic.in, support-eproc.pon@nic.in. The Contact details of the Local help desk - eProcurement Cell, 3rd Floor, A Block, Chief Secretariat, Puducherry, 0413-2220225 and 0413-2220262.

SD/;
Chief Executive Officer
PSCDL, Puducherry 605 001



2 Disclaimer

This Request for Proposal (RFP) contains brief information about the Project and qualification process for the selection of Contractor / Agency for the work of “Design, Financing, Construction, Installation, Operation and Maintenance of Water ATMs and vending of water from Water ATM” at Public Places under “Smart City Mission” in Puducherry on PPP mode. This RFP is not an agreement or an offer by the Employer to the Bidder. The purpose of the document is to provide the Bidders with information to assist the Submission of their RFP Proposal.

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Bidder. The Bidders may conduct their own independent assessment, site visit, investigations and analysis and check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. Puducherry Smart City Development Limited (PSCDL), Government of Puducherry or any of its employees or advisors / representatives shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

PSCDL reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate Corrigendum / Addendum as the department may deemed fit without assigning any reason thereof.

PSCDL reserves the right to accept or reject any or all Bids received without assigning any reasons thereof. PSCDL will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the RFP Proposal to be submitted in terms of this RFP.



3 Introduction

3.1 About the Puducherry Smart City Development Limited

- i. The Government of India has announced creation of 100 Smart cities to drive economic growth and improve the quality of life of people by enabling local development and harnessing technology as a means to create smart outcomes for citizens. Puducherry is one of the shortlisted cities for the smart city initiative under Ministry of Housing and Urban Development (MoHUD), Government of India. Government of Puducherry established “Puducherry Smart City Development Limited (PSCDL)” as a Govt. Company for implementing the Smart City mission at the city level. PSCDL will plan, appraise, approve, release funds, implement, manage, operate, monitor and evaluate the Smart City development projects.

As a part of the smart city plan PSCDL proposed to supply good quality of drinking water widely available at public places in Puducherry. This project will allow potable water to be supplied to the consumer with or without container. Puducherry Smart City Development Limited intends to invite Request for Proposal for setting up of water ATM with water quality as per BIS 14543: 2004 specification of drinking water.

PSCDL invites detailed proposals 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 Bidders set out in this RFP document (“Evaluation Criteria”) in order to identify the Successful Bidder. The Successful Bidder (“Concessionaire”) would then have to enter into a Concession Agreement with PSCDL and perform the obligations as stipulated therein, in respect of Project.

- ii. The Concessionaire Installing, operating would be responsible for designing, financing, constructing / 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.
- iii. Terms used in this RFP document, which have not been defined herein, shall have the meaning as cribbed to them in the Concession Agreement

3.2 Executing Agency

The Executing Agency of this project is Puducherry Smart City Development Limited.

3.3 Type of Contract

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



3.4 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**”.

3.5 Specification.

The Bidders shall read the specification and study the scope of work carefully

3.6 Terms and Conditions

- i. The concessionaire shall abide by all the terms and conditions as laid down in this RFP.
- ii. Bidders 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 Bids are required by the PSCDL. 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; and are not altered unless otherwise warranted by PSCDL.
- iii. If it is found that the proposals are not submitted in the manner prescribed, and Unreasonable rates or amounts, it would be open for Employer not to consider the proposal, forfeit the amount of Earnest Money and/or de-list the Bidder.
- iv. The bidder shall quote for concession period of 10 years.

3.7 Instruction

The Bidders 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 Bidders(s) risk and may result in rejection of its proposal.

3.8 Concession Agreement

The successful bidder has to execute a Concession Agreement with PSCDL. Hence forth, the Concessionaire has to start an Escrow account and share the revenue of water sold to PSCDL/Puducherry Municipality.

The Escrow Arrangement as a tripartite between the Concessionaire, Authority and the Escrow Agent (a Bank) to ensure that the project cash flows are routed through the Escrow Account only with supplementary escrow arrangements for payments and receipts to and from different sources.



The Concessionaire to share monthly MIS and quarterly financial statements including the Profit & Loss Statement, Cash flow statement and Balance sheet. The financial statement need to be certified by the Statutory Auditor

3.9 Site Execution

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 PSCDL to make the entire site available on the date of award of the work, the Bidder 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 Bidder may satisfy himself regarding site, availability of land and accessibility of the sites etc.

4 Address for communication

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

Chief Executive Officer

Puducherry Smart City Development Limited,
No.2, Bussy Street,
Old Court Building,
Puducherry 605 001
E-mail: gmplanpscdl@gmail.com
Telephone: +91 413 22 24 431

5 Period of Completion

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 PSCDL within 6 months from the date of commencement which is reckoned as 10th day from the date of written work order(s) to commence the work at given sites. After commissioning of all water ATMs, date for operation & maintenance (O&M) for 10 Years will commence.



6 Eligibility Criteria

6.1 Years of operation

The Bidder shall be a single legal entity (firm, company etc.) or a JV firm to implement the project(s). The Bidder shall be in existence for at least 3 years and should have performed similar nature of work of installation and operation of Water ATM's in government or municipal sectors or public places having treatment technology as per Annexure - 3 to BIS 14543: 2004.

6.2 Experience criteria

The bidder should have completed installation, commissioning and successful operation and maintenance of water ATM in government or municipal sectors or public places in at least 06 locations or more for period of continuous having treatment technology as per annexure - 3 of BIS 14543: 2004.

6.3 Net worth

The Bidder should not have negative net worth as per the audited consolidated financial statements is not more than one of the last 3 financial years (FY 2018-19, 2017-18 & 2016-17).

6.4 Financial criteria

The average annual financial turnover during the last 3 years ending 2018-19 should not be less than **Rupees 1.0 (One) Crore** (FY 2018-19, 2017-18 & 2016-17)

7 Content of RFP Document

7.1 Volume-I

- a) Request for Proposal
- b) Instruction to Bidders
- c) Eligibility Criteria
- d) Evaluation of Bids
- e) Qualification Schedules

7.2 Volume-II

- a) Scope of Work and Technical Specifications

7.3 Volume-III

- a) General conditions of contract
- b) Special conditions of contract Part "A" & "B"



7.4 Volume-IV

a) Financial Bid

8 Site Visit

The Bidder and any of its personnel or agents will be granted permission by the PSCDL to enter upon its premises and lands for purpose of such site visits, but the Bidder 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.

The Bidder 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.

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

8.1 Omissions, Errors and clarification; Pre-bid Meeting

Bidders shall carefully examine the scope of work and specifications and shall be fully informed as to the conditions and matters which may in any way affect the work or the cost thereof. Should a Bidder find discrepancies or omissions in the documents or should be in doubt as to their meaning he should notify PSCDL in writing before the due date specified in the Notice Inviting Tender or present his request in written form during the pre-BID meeting. PSCDL 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 Bidders as a Corrigendum /Addendum, which will become a part of the RFP documents. The Bidders shall acknowledge in writing the receipt of each Corrigendum /Addendum.



No claims except as otherwise expressly provided will afterwards be accepted due to nonunderstanding or misinterpretation of the RFP documents and Corrigendum /Addendums issued.

The Bidders 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.

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-3 of the document, a pre- bid meeting shall be held. The Bidders 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 Bidders 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 Bidders are requested to analyze 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.

Bidder is requested, to submit all queries in writing or by e-mail, to reach the PSCDL not later the date mentioned in the Notice Inviting Tender before the pre bid meeting or give the clarifications desired in pre-bid meeting in writing.

Any modification of the documents listed in Clause- 7, of the document, which may become necessary as a result of the pre- bid conference, shall be made by the PSCDL exclusively through online issuance of addendum

9 Amendment of RFP Documents

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

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 considered by the Bidder in its RFP.

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

PREPARATION OF PROPOSALS

10 Language of Proposal

The proposal prepared by the Bidder and all correspondence and documents related to the proposal exchanged by the Bidder and PSCDL shall be written in English.

11 Detailed Design of Water ATM

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

- i. Design for the water ATMs including detailed engineering drawings.
- ii. Architecture drawing of ATM for each location
- iii. The engineering drawings shall be in 1:100 scales.
- iv. Detailed water process system shall be provided with the bid document.
- v. The casing of the Water ATM both inside-outside shall be confirm to Stainless Steel 316 grade or higher standards
- vi. 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 PSCDL.
- vii. Shelter should be created in the vicinity of water ATM. The size and suitability will be approved by PSCDL/PUDUCHERRY MUNICIPALITY.

The Bidder is required to give brief details of the proposed design of the Water ATM and the specifications. The Bidder 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.

The Bidder 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 10 years.

The Bidder 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 Bidder is also required to give the proposed organizational setup for the proposed work.

The Bidder 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.

Bids of the bidders, not complying with above mentioned requirements (Clause 6 – Technical Proposal) will liable to be rejected.

As a part of Technical Evaluation the Bidder will be asked to give the detail presentation of his Technical Proposal.

12 Financial Proposal

The Bidder will provide the financial proposal as furnished in the RFP document. Financial Bid for the concession period of 10 years.

The PSCDL will be the final authority for deciding the concession period.

13 Proposal-Financial bid

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.

The Bidder will quote his rates in the Excel works sheet provided in the Online portal.

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



The Bidder 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.

The Bidder will keep all the data of water dispensed through data logger system as described in the Volume II of RFP document or as per system approved by PSCDL. PSCDL have all the rights to cross check the data at any time.,

The Bidder will submit data of water dispensed through each water ATM along with premium amount as quoted in Volume -IV of Financial Bid (Rs per litre) to PSCDL for the previous month within 5 days of the subsequent month. After verification and approval from PSCDL, the Bidder will deposit Premium Amount into bank accounts of PSCDL.

14 Proposal Currency

All prices shall be quoted in the Indian Rupee. The PSCDL will not arrange any foreign currencies for import of any type of material/spares etc. The PSCDL will not pay any amount due to foreign exchange fluctuation for procurement of goods/equipment's.

15 Earnest Money and Security Deposit

An amount of Earnest money as mentioned in RFP as by way of Demand Draft/ FDR/Bankers Cheque in favour of Puducherry Smart City Development Limited payable at Puducherry, must accompany the Proposal as required under the Concession Agreement.

15.1 The Earnest money may be forfeited:

- i. If the Bidder withdraws its proposal during the period of proposal validity.
- ii. If the Bidder fails within the specified time limit to sign the Contract.
- iii. If the Bidder Changes the Scope during the Tender Process.
- iv. Agreement for any other act of the Bidder detailed herein, for forfeiture of Earnest Money.



15.2 Return of the Earnest Money.

The Earnest money of un-successful Bidder would be returned within a period of Eight (8) weeks from the date of announcement of the Successful Bidder.

The Earnest money of Successful Bidder would be returned on acceptance of Work Order / LoA and submission of Security Deposit as per Clause 15.3 hereinunder;

15.3 Security Deposit and Performance Security.

An amount of Security Deposit as mentioned in RFP as Rs 15,00,000/- (Fifteen Lakh only) by way of an irrevocable Bank Guarantee/ DD /FDR issued by a scheduled bank in India in favour of Puducherry Smart City Development Limited, must be submitted by the successful bidder.

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

16 Period of Validity of proposal

The proposals for the works shall remain open for acceptance for the period of 120 days from the date of submission of Bid. A proposal valid for a shorter period shall be rejected by the PSCDL as being non-responsive. If any Bidder 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 PSCDL, or fails to commence the work in the specified period/fails to execute the agreement, the PSCDL 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 Bidder, 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.

In exceptional circumstances, the PSCDL may seek the Bidder'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 Bidder accepts to prolong the period of validity, the instruments for Earnest Money shall also be suitably extended.



SUBMISSION OF PROPOSALS

17 Format and Signing of proposal

Bidder shall submit their offer online in electronic format both for technical and financial proposals and all documents should be digitally signed. Bidder shall also submit Hard copy of the Technical Bid on or before the date & time stated in the NIT and submission only in hard copy will not be accepted 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 proposal the date of respective correspondence shall digitally sign the proposal.

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

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.

The documents listed in Clause-7 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.

Sealed bids shall be received by the Authority on the e-Procurement portal <https://pudutenders.gov.in/> in before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a public holiday by the Government of Puducherry, the offers will be received up to the appointed time on the next working day. The Authority may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.

Telex, cable or facsimile offers will be rejected.



The Bidders must be registered with the E-tendering system provider for participating in the bidding process; bidders are required to go through the procedure as specified in <https://pudutenders.gov.in/>, portal to upload the Bid document.

The bidders are required to upload their tender in <https://pudutenders.gov.in/> portal only. PSCDL shall not be held responsible for the delay, if any, in the non-receipt of the same.

Any revisions, clarifications, corrigenda, addenda, time extensions, etc. to this tender will be posted on <https://pudutenders.gov.in/> website only. Bidders should regularly visit the website to keep themselves updated.

All the qualification information shall be submitted through prescribed forms and statements given in the annexure of tender document, along with all supporting documents meeting the qualification criteria. Bidder shall upload Scan Copies of such prescribed forms and supporting document as a part of his submission.

18 Sealing and Marking of Proposals

Bidder shall submit their offer only in online electronic format both for Technical and Financial proposal and all documents should be digitally signed. Bidder shall also submit Hard copy of the Technical Bid on or before the date & time stated in the NIT and submission only in hard copy will not be accepted. However, scanned copy of Tender fees, EMD and all original papers related to Bank guarantee, power of attorney etc. should be uploaded along with the technical bid.

18.1 Contents of Technical Bid

A. COVER-A: Technical Bid:

SCANNED COPIES OF:

- a) Proof of Tender Fee in shape of Demand Draft/ Bankers Cheque Payable at Puducherry
- b) Proof of Earnest Money in shape of Demand Draft/ FDR/Bankers Cheque as per NIT.
- c) 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.

- d) The ESI & EPF registration as per Labour Law of Government of India / UT of Puducherry.
- e) The proposal letter which shall be duly filled in and signed, as per Annexure -03
- f) Power of Attorney should be given as per the format given in Annexure 12.
- g) Joint venture information (If Applicable)
- h) 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. The same shall be submitted in form of Separate Annexure.
- i) A declaration shall have to be made by the Bidder that he has read, understood and accepted without changes, revisions or conditions, the proposal documents and addenda (if any) issued by the PSCDL. The same shall be submitted in form of Separate Annexure
- j) 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. The same shall be submitted in form of Separate Annexure.
- k) Declaration by the Bidder regarding Qualification. The same shall be submitted in form of Separate Annexure.
- l) All addendums issued till date of proposal shall be submitted with the proposal duly signed and stamped.
- m) Bidders proposal for project execution included to the following information

Organization
Personnel
Bidders experience in execution of similar projects.
Project schedule
Implementation strategy, plan and procedure
Company profile (Financial status, company premises)

AND ALSO SCANNED COPIES OF:

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

- a) Document showing annual turnover for last three years.



- 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.

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. Bidders must not supply information not requested in the proposal documents nor make any comments.

18.2 Contents of Financial Bid

B. COVER-B: Financial Bid/Price Bid

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

- a) ***Premium per Litre of water or cost shared by Concessionaire to PSCDL/Puducherry Municipality.***
- b) ***Bidder to note that their quoted rates for sale of treated water per litre different denominations are fixed as per Volume -IV Financial Bid.***

19 Late Proposals

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

PROPOSAL OPENING AND EVALUATION

20 Opening of Proposals by PSCDL

The CEO, PSCDL on behalf of PSCDL or his representative will open the proposals online in presence of Bidder (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 Cover -A of Technical Bid will be opened and the Bidder's name, the status of deposition of earnest money, will be announced by the Evaluation Committee at the time of opening.

Other Documents in Technical Bids received will be evaluated by the Evaluation Committee appointed by the PSCDL and eligible bidders will be shortlisted for the Opening of Financial Bid.

In the second stage, Cover -B of Financial Bid shall be opened of the shortlisted Bidders through online by giving prior intimation.



21 Preliminary Examination of Proposals

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

22 Substantial Proposal & Technical Eligibility

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

- a) Earnest money in the required format from a nationalized/scheduled bank is enclosed.
- b) Meeting the Financial and Technical eligibility criteria as detailed in the Eligibility Criteria
- c) No deviations and reservations affecting the scope and quality of the work, limiting the rights of the PSCDL or the Bidders obligations, or whose rectification would affect the competitive position of the other substantial Bidder.

If a Bidder is not found to be technically eligible the bid will be rejected by PSCDL and will not be used for further evaluation.

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

23 Financial Evaluation

- a) The financial offer of the technically qualified Bidders 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.
- b) The CEO PSCDL or his/her representative will open the proposals in the presence of any Bidder(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.
- c) Please refer to the Volume IV for the format of the financial bid submission. Bidder offering maximum Premium (quoted rate per litre of treated water) shall be given a Financial Score (Marks) F(s) of 100.



- d) Advertisement by putting stickers or posters on water ATM for earning higher revenue shall be permitted.
- e) Bidders quoted rate is inclusive of all taxes and duties including GST, Labour CESS, Income Tax etc., for the Installation, Operation & Maintenance
- f) The Income tax liability on the revenue share shall be borne by PSCDL
- g) Please refer to the Volume IV for the format of the financial bid submission.
- h) After 5 years of successful operation, rate of treated water can be increased by consultation with PSCDL. PSCDL holds the right either to accept or reject the increase in rate of treated water.

24 Final Bid Evaluation

The final selection of the “**Successful Bidder**” shall be done using Quality and Cost Based Selection (QCBS) approach, wherein bidder with the highest combined score shall be adjudged the Successful Bidder. The technical quality of the proposal will be given **weight of 70%**. The financial proposal shall be allocated **weight of 30%**.

- a) All the bids received for this tender would be scrutinized based on the Technical Evaluation Criteria & other relevant tender conditions mentioned in this tender. The Bidders who comply with Technical Evaluation Criteria shall be declared as “Technically Qualified Bidders” other bids shall be declared as “Technically Disqualified Bidders” and not considered for further course of evaluation.
- b) The Financial bid of only those consultants who qualify technically (**Minimum Qualifying Marks: 70% in the Technical Evaluation**) will be opened for further evaluation. The commercial bid would be scrutinized for any errors in case of any mathematical errors in the Financial Bid then unit rate would be used as reference for estimation of the final bid value.
- c) Wherever there is a discrepancy between the figures entered in numerals and words, the values written in words will be governing and shall be considered for evaluation.
- d) The proposal with the highest revenue sharing to the PSCDL may be given a financial score of 100 and the other proposal given financial score that are proportionate to their prices.
- e) Technical Evaluation Criteria is given in Table 24.1 below

**Table 24.1 Technical Evaluation Criteria**

Sr. No	Parameter	Description	Break up of Score	Max Marks
1	Legal Entity / Presence in India	The Bidder shall be a single legal entity (firm, company etc.) or a JV firm to implement the project(s). The Bidder shall be in existence for at least 3 years	Sole or any Member 3 years - 6 Marks Add 1 Marks every year subjected to Maximum of 10Marks	10
2	Financial Turnover	The Bidder should have an average turnover of INR 1.0 crores over the last 3 financial years (FY 2018-19, 2017-18 & 2016-17)	Sole or any Member Turn Over of 1.0 Crore - 6 Marks Add 1 Marks every 1 Crore subjected to Maximum of 10 Marks	10
3	Net worth	The Bidder should not have negative net worth as per the audited consolidated financial statements is not more than one of the last 3 financial years (FY 2018-19, 2017-18 & 2016-17).	Sole Member or any member Positive net worth more than one year -3 Marks Positive net worth all three years -5 Marks	5
4	Experience	The bidder should have completed installation, commissioning and successful operation and maintenance of water ATM of 250 LPH in government or municipal sectors or public places in at least 06 locations or more	Sole Member or any member For 6 Locations - 12 Marks Add 1 Marks every Locations subject to Maximum of 20	20
5	Presentation on	(a) Design Parameters of Water ATM		10
		(b) Technology of adopted Water treatment		10
		(c) Approach & Methodology		5
		(d) Presentation on Technical & Commercial features		5
		(e) Organisation of the Company Bidders		5
		(f) MIS Report facility of the ATM with Different denomination		5



6	Key Personal	Experience of Resident Project Manager proposed for work. (Consent to be given along with the Bid)	Graduate in Engineering with at least 10 years of experience in Installation & Commissioning of Water ATM. Between 10 to 15 years of relevant experience – 6 Marks More than 15 years of relevant experience – 8 Marks Postgraduate with required experience (M-Tech, MBA, etc.) add – 2 Marks	10
7	Drawings	Aesthetic/Architectural and Engineering design drawings		5
Total Technical Score (Marks)				100



The final selection of the “**Successful Bidder**” shall be done using Quality and Cost Based Selection (QCBS) approach, wherein bidder with the highest combined score shall be adjudged the Successful Bidder. The technical quality of the proposal will be given weight of **70%**. The financial proposal shall be allocated weight of **30%**.

For working out the Total Points, the employer will use the following formula:

Total points **(H-1) = T (w) x T (s) + F (w) x F(s),**

where

T (w) stands for weight of the technical score. (70%)

T (s) stands for technical score

F (w) stands for weight of the financial proposal. (30%).

F(s) stands for Financial score

$F(s) = \{(EC/HEC) * 100\}$

EC stands for Evaluated Revenue of the financial proposal

HEC stands for Highest Evaluated Revenue of the financial proposal

{Bidder Quoted Highest Revenue will get Score (Marks) $F(s) = 100$ }

AWARD OF PROPOSAL

25 Contract award Criteria

The Bids shall be evaluated based on the Scoring as **per Clause-24 above**. The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required

26 PSCDL’s Right to Accept Any Proposal and to reject Any or all Proposals

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

The PSCDL’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 Bidders, of the grounds for the PSCDL’s action.



27 Notification of Rate contract

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

28 Signing the Concession Agreement

Within Thirty (30) days from award of work by PSCDL, the successful Bidder shall sign the Concession Agreement. The following, duly filled in and signed documents, shall form the Concession Agreement:

- a) Agreement (format placed at Annexure- 16 (DRAFT) along with Annexure-17 as Bidder of Works)
- b) Letter of award and any pre- award correspondence between PSCDL and the Bidder.
- 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: Instructions to bidders

Vol.-II: Scope of Work and Technical Specification, Annexures & Drawings

Vol.-III: General conditions of contract and special conditions of contract

Vol.-IV: Financial Bid

- d) The proposal offers by the bidder

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

If any Bidder, 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, debarred from participating such re-bidding he shall stand in addition to forfeiture of Earnest Money and Security Deposit and other action under agreement.



29 Performance Security:

The Successful Bidder shall furnish Performance Security by way of an irrevocable Bank Guarantee issued by a scheduled bank in India in favour of Puducherry Smart City Development Limited, as required under the Concession Agreement. Value of Performance Security should be Rs.15,00,000/- (Rupees Fifteen Lakhs only). Performance security shall be valid till end of concession period.

30 Insurance

The successful bidder shall provide insurance as required as per the Agreement

31 Corrupt or Fraudulent Practices

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

- a) “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
- b) Fraudulent practice - means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the PSCDL and includes collusive practice among Bidders (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 Bidder to influence the PSCDL in the PSCDL’s proposal evaluation, proposal comparison or contract award decisions may result in rejection of the Bidder’s proposal.

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

32 Documents sanctity

All documents /certificates submitted by the Bidder on line, shall be considered by the PSCDL 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.

33 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 behaviour 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.

34 Conflict of Interest

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

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.

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 PMC/ consultant for the contract



Annexure 1 – Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format.

Sl	RFP Volume, Section	RFP Page No	Contents in RFP	Clarification Sought



Annexure 2 – Technical Bid checklist

Pre-qualification bid checklist

	Checklist Items – Compliance	(Yes or No)	Page No & Section No in BID
	Tender fees		
	Earnest Money Deposit		
	Pre-Qualification Covering letter		
	Copy of Certification of <ul style="list-style-type: none"> • Incorporation/Registration Certificate • PAN card • GST registration 		
	Audited financial statements for the last three financial years And Certificate from the Statutory Auditor		
	Declaration of non-blacklisting		
	Experience Certificate		
	No Deviation Certificate		
	Total Responsibility Certificate		
	Anti-Collusion Certificate		



Annexure 3 – Technical Bid Covering Letter

Date: dd / mm / yyyy.

To,
[]

Sub: Request for Proposal for setting up of water as per BIS 14543-2004 specification of drinking water which includes 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 designated locations for Period of Ten Years Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

With reference to your “Request for Proposal for setting up of water as per BIS 14543-2004 specification of drinking water which includes 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 designated locations for Period of Ten Years”, we hereby submit our qualification bid, Technical Bid and Commercial Bid for the same.

We hereby declare that:

- a) We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- b) We have submitted EMD of INR [] by DD / FDR/Bankers Cheque and Tender fee of INR [] by DD / Bankers Cheque
- c) We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d) We agree to abide by our offer for a period of PSCDLO days from the date of submission of bid prescribed by Authority and that we shall remain bound by a communication of acceptance within that time.
- e) We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f) In the event of acceptance of our bid, we do hereby undertake:
 - i. To supply the products and commence services as stipulated in the RFP document



- ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
 - iii. We affirm that the prices quoted are inclusive of design, development delivery, installation, commissioning, providing facility training, management and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.
- g) We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h) We understand that the Authority may cancel the bidding process at any time and that Authority is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i) We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact _____ email _____ at _____

Thanking you,
Yours sincerely,

(Signature of the Lead bidder)

Printed
Name
Designation

Seal

Date:

Place:

Business Address:



Annexure 4 - Format for General Information

Brief company profile ((To be submitted for each firm in case of consortium/joint venture)

Sl.No	Particular Name of Bidder	Description or Details
1	Name of Bidder	
2	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3	Products/services offered	
4	Registered office address	
5	Management Team & No of employees	
6	Incorporation date and number	
7	GST number	
8	PAN details	
9	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
10	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
11	Annual sales volume (in rupees)	
12	Major clients	
13	Business partners (and the services/products they offer	



Annexure 5 - Declaration of Non-Blacklisting

(To be provided on the Company letter head)

Declaration for Lead Bidder:

Place Date

To,

[]

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for selection of setting up of water ATM as per BIS 14543-2004 specification of drinking water which includes 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 designated locations for Period of Ten Years

Ref: RFP No. <<....>> dated <<>>

Dear Sir,

We confirm that our company or firm, , is currently not blacklisted in any manner whatsoever by any of the State or Union Territory and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Lead Bidder)

Printed Name Designation Seal

Date:

Place:

Business Address:



Annexure 6 - No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. _____ dated _____. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:



Annexure 7 - Total Responsibility Certificate

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date



Annexure 8 - Experience Certificate

EXPERIENCE OF BIDDER

Sl.No	Name of the work	Work Order			Date of completion of work	Details of Water ATM installed and provision of O&Mo.		O&M period	
		No. / dt	Amount in Lakh	Name of Client		Type of Water ATM	No of Water ATMs	As provided in contract	As completed as on date

NOTE:

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 Model Format along with copy of work order



Annexure-9 - Experience Certificate - Model Format:
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 Lakhs 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	Remarks

Date: -

Place: -

Signature & Seal of Competent Authority with seal (Authorized Signatory)



Annexure 10 - Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid for Request for Proposal for setting up of water ATM as per IS 14543-2004 specification of 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) at designated locations for Period of 10.5 Years in Puducherry, against the RFP issued by Authority, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in or kind to any person or organization in connection with the cash instant bid.

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:



Annexure 11 – Performance Bank Guarantee

Ref: _____

Date _____

Bank Guarantee No. _____

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas, <<name of the Bidder and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to water ATMs services for <<name of the assignment>> to Puducherry Smart City Limited (hereinafter called “the Authority”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Bidder, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand



declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of addition or any such change, modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)
- I. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or <Insert Expiry Date> failing which our liability under the guarantee will automatically cease.

Date _____

Place _____

Signature _____

Witness _____

Printed Name _____

(Bank's common seal)



Annexure 12 - Format for Power of Attorney to Authorize Signatory
POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper is to be in the name of the company, who is issuing the power of attorney.]

We, M/s. (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms. (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us. (Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of _____, _____ and _____. Dated this the _____ day of _____ 2019.

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company



Witness 1:

Witness 2:

Notes:

- a) To be executed by all the members individually.
- b) The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.



Annexure 13 - Form – Personnel

Give details of key technical and administrative Personnel (Who could be assigned the work) in the following pro-forma.

- A) Details of the Board of Directors.
1. Name of Directors.
 2. Organization.
 3. Address.
- B) Key technical & Administrative personnel. - (i) Project Manager in overall charge of work.
(ii) Assistant Engineer
(iii) Others
1. Individual's name
 2. Qualification.
 3. Present position of offices
 4. Professional experience and details of works carried out.
 5. Year with Bidders.
 6. Language known.
 7. Additional information.
- C) Skilled and other labour (indicate number categorically)
1. Skilled labour.
 2. Other labour.

Note : In case of Joint venture the above form shall be filled by The JV members separately

Signature of Bidder :

Date:



Annexure 14 - Details Indicating Financial Capacity

1. Name of firm
2. Name of Partner / Director
3. Capital
 - a) Authorized
 - b) Issued and Paid up
4. Furnish balance sheet and profit and loss statement with auditor's report & income tax

a) Working Capital

Sl.No.	Year	Turnover in Rs. Crores	Reference Page No. of Balance Sheet
1.	2018-2019		
2.	2017-2018		
3.	2016-2017		
Sl.No	Year	Gross Income in Rs. Crores	Reference Page No. of Balance Sheet
1.	2018-2019		
2.	2017-2018		
3.	2016-2017		

5. List your sources of finance.
6. Certificate of financial soundness by bank.
7. Name and address of Bank from whom reference can be obtained.
8. Have you ever been declared bankrupt
[If, yes please give details]



Note:

- Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and by copies of tax supported returns. Attach Certificate(s) issued by any Bank or Financial Institution for available credit to the Lead partner and joint venture partner
- In case of Joint Venture, the above form shall be filled separately

Signature of Bidder

Date:



Annexure 15 - Joint Venture Data

by JV members

In case the joint venture agreement is not acceptable to Puducherry Smart city Development Limited the joint venture may be requested to modify the agreement accordingly. Failure to submit a modified Joint venture agreement within twenty-one days upon receipt by the Bidder of the request for modification will disqualify the Bidder for further consideration.

Names of all partners of a joint venture		Financial Stake of A firm (In Percentage)
Partners	Name of Firm	
1. Lead partner		
2. Partner		



Annexure-16: Concession Agreement (Deleted)

Shall be Provided on award of Contract



Annexure-17: Bidder 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 (20 no's) at Public Places through Public Private Partnership (PPP) at designated locations under "Smart City Mission" at Puducherry City, including maintenance for a period of Ten Years after installation in given locations within PSCDL. 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, including stacking of materials, installation of conditions plants, tools and 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 (20 no's) and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP) at designated locations under "Smart City Mission" at Puducherry City
b)	EMD / Bid Security	Rs. One Lakhs Fifty Thousand (Rs 1.50 Lakhs) 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 pay to PSCDL, the sum of money mentioned in the said and conditions.



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

Signature of witness

Signature of Concessionaire

Witnesses address & occupation

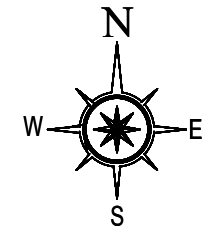
Address of Concessionaire

Date

The above proposal is hereby accepted by me on behalf of PSCDL

ANNEXURE - 1

SHEET NO: 1



KEY PLAN

NOTES:

LEGEND :-

- PROJECT BOUNDARY
- ABD BOUNDARY
- INDICATIVE WATER ATM'S LOCATION

Rev.	Date	Revision Details	Drawn	Chkd.	Appd.
TA01	03 JUNE 19	TENDER	SD	SS	PKA

Client : **PUDUCHERRY SMART CITY DEVELOPMENT LIMITED**
 No.2, Bussy Street , Old Court Building, Pondicherry 6050001

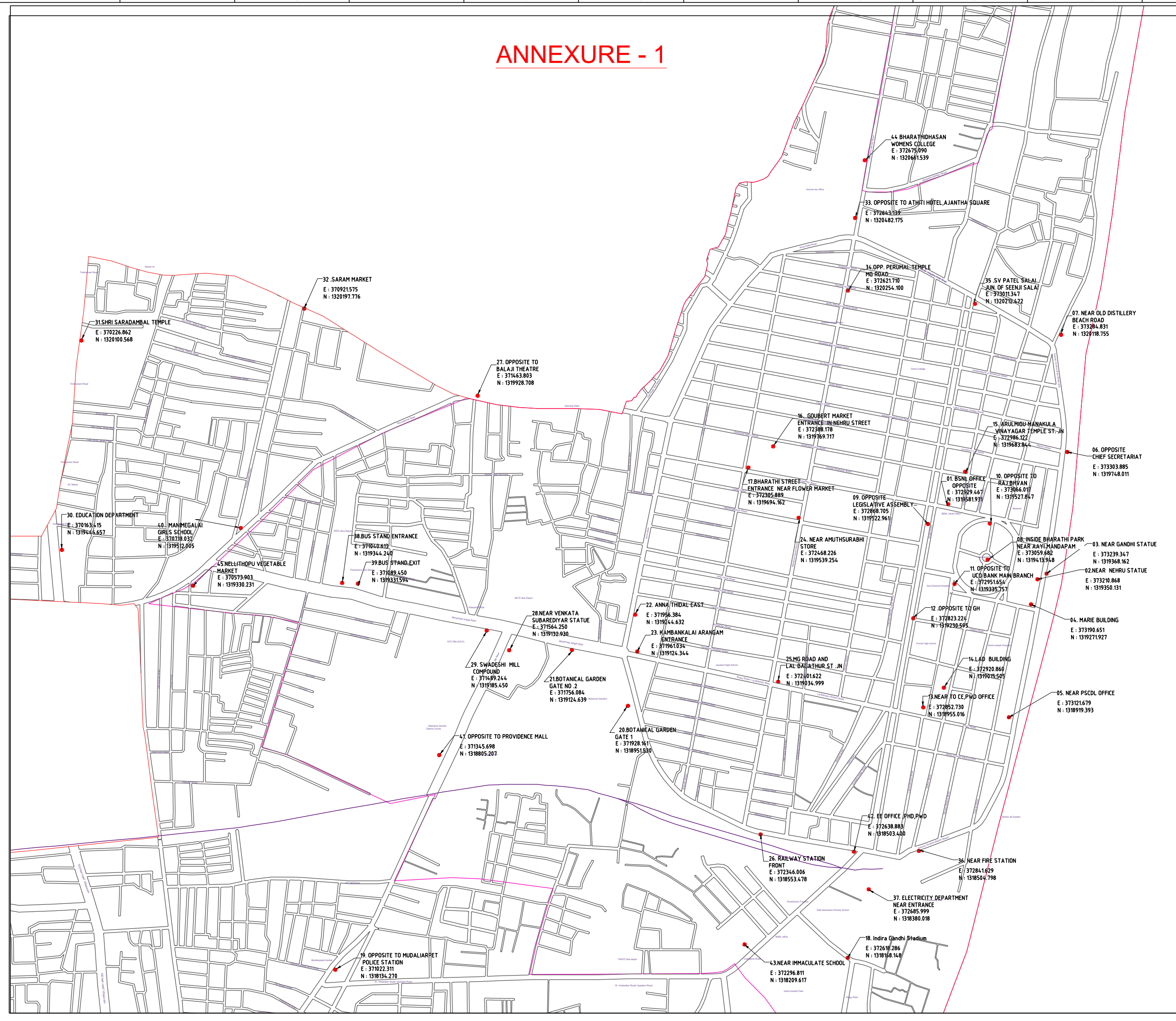
Project Management Consultant : **NIPPON KOEI INDIA PVT. LTD.**
 Consulting Engineers
NIPPON KOEI INDIA PVT LTD
 Consulting Engineers
 No.2, Bussy Street , Old Court Building, Pondicherry 6050001

Project Name: **PROJECT MANAGEMENT CONSULTANT (PMC) TO DESIGN , DEVELOP, MANAGE , AND IMPLEMENT PUDUCHERRY SMART CITY PROPOSAL**

Project Code: -
 Status: **TENDER**

Drawing Title: **PROPOSED WATER ATM'S IN ABD AREA OF PUDUCHERRY**

Drawn: S DEENA	Checked: S SEGARAN
Designed: K GOPAL	Approved: P K ARUMUGAM
Date: 03 JUNE 2019	Scale: 1:1000 on A1
Drawing Number: PSCDL -NKI-PSCP -E4- TA -0001	Revision: TA01





Request for proposal For Setting up of Water ATM for Safe Drinking Water including 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 designated locations under “Smart City Mission” at Puducherry City

Volume II: Scope of Work and Technical Specifications



RFP for Water ATM on PPP Mode

Tender No: 006/PSCDL/2019

July 2019

**Puducherry Smart City Development Limited
Puducherry**



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Abbreviations

Term	Definition
ABD	Area Based Development
ATM	Automatic Teller Machine
BIS	Bureau of Indian Standard
Day	Calendar day
DPR	Detailed Project Report
FRP	Fiber Reinforced Plastics
GIS	Geographic Information System
GoI	Government of India
GoP	Government of Puducherry
GPRS	General Packet Radio Services
GSM	Grams per Square Meter
INR	Indian Rupee
ICT	Information and Communication Technology
KLD	Kilo Liters per Day
LCD	Liquid Crystal Display
LLP	Limited Liability Partnership
LPH	Liter Per Hour
Ltd.	Limited
MoHUA	Ministry of Housing and Urban Affairs
O&M	Operation and Maintenance
PHD	Public health Department
pH	Percent of Hydrogen ion concentration
PMC	Project Management Consultant
PPP	Public Private Partnership
PP	Polypropylene
PSCDL	Puducherry Smart City Development Limited
PUF	Polyurethane Foam
PWD	Public Works Department
RFP	Request for Proposal
RMP	Regular Modified Polyester
RO	Reverse Osmosis
Sq.Km	Square Kilometre
TDS	Total Dissolved Solids
ULB	Urban Local Body
UV	Ultra Violet



1 Background

To meet the safe drinking water requirements at public places in Puducherry, portable water is proposed to be supplied to the consumer through his/her drinking bottle / container / paper cups (for dispensing paper cup for 250 ml of water). This proposal will be essential for the betterment of the urban environment as the usage of consumers own bottle / container would result in minimizing the high usage of plastic / bottles for drinking water purposes. The water ATM would also enable citizens to access safe drinking water at various locations within Puducherry.

2 Scope of work for the Bidder

- 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 Material suitable to store drinking water (Potable water) as per prevailing standards where Stainless Steel (minimum Grade SS316) is preferable and submitting weekly test report of output water to the Engineer-in-Charge. The operation of the plant shall be with the Concessionaire for 10 years
- 2.2** Making power connections at water ATM and all electrical fittings up to the power meter, power connection & external electrification charges will be borne by the Concessionaire.
- 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
 - a. Number of Glasses of water dispensed in a day.
 - b. Number of Bottles for different denomination of water dispensed in a day.
 - c. Water level in the tank.
2. Water Quality Monitoring
 - a. TDS level of water.
 - b. Temperature of water.
 - c. Hardness.
 - d. pH values of water.



3. Sensors for
 - a. Temperature Monitoring.
 - b. TDS Monitoring.
 - c. pH Monitoring.
 - d. Ultra-Sonic Water Level Monitoring.
 - e. Water Dispensing from Three Nozzles through Coin Acceptor.
 - f. Support of 1,2,5 rupee and 10 rupees coins.
 - g. Water Dispensing using NFC (Near Field communication) cards.
 - h. Cards to work for different amount as specified and can be recharged to any amount.
 - i. Support for Card 'Balance' Rechargeable.
 - j. Sensors support for Monitoring Water Temperature, TDS, PH and Water Level in the tank.
 - k. Display of Water purity parameters on LCD Display of 14" size.
 - l. Ability to backup data for 48 hours in-case of server/connectivity outage.
 - m. LED display on controller panel box to indicate System Status.
 - n. Uploading of Transactions and Water parameters data to Server over TCP/IP using GPRS.
4. Water ATM shall be suitably equipped with ICT enabled technology with components that will notify PSCDL & ULB with denomination wise dispensing quantity in a day.
5. Water ATM shall be suitably equipped with ICT enabled technology with components that will notify PSCDL & ULB with denomination wise dispensing quantity on daily basis.
6. Disposal of waste water to nearest Sewer drain/ Manhole with proper arrangement with necessary approval.
7. The quality of water dispensed to the end user shall be as per BIS-14543- 2004.
8. Water ATM should be equipped with provision for chilled water.
9. Specifications:
 - a. Each water 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 bidder at the ATM in the cost of water). 0.5 litre, 1 litre, 2 litre & 5 litre water in their own containers and 250ml, 500ml and 1 litre with container.
 - b. Filling Speed: about 10-12 litre / minute.
 - c. Operational Time – 6 AM to 10 PM every day, which may be amended location wise as per requirement/demand in consultation with PSCDL/Municipality.



- d. ATM Unit with Treatment Unit Dimension: Cubical/ cylindrical in shape with base area up to 60 sq.ft or as approved by Engineer-in-charge.
 - e. The ATM shall have the provisions for float valve for overflow control.
10. The maintenance of pipe lines from the point of connection to the water ATM is the responsibility of the bidder.
 11. Making Power connection at Water ATMs and all electrical fittings up to the power meter; power connection & external electrification charges is the responsibility of the bidder.
 12. The bidder should have their own testing facilities for water testing process. The water sample is to be analyzed for all parameters as per BIS 14543 in a weekly manner or as and when required.
 13. Water Storage Tank shall be placed inside the ATM Structure.
 14. The storage tank is Stainless steel - SS316 grade.
 15. LED boards need to provide for display of BIS 14543 water quality parameters including.
 - a. pH.
 - b. Hardness.
 - c. Temperature.
 - d. Water Level.
 - e. TDS.
 16. 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.



3 General Requirement

- 3.1** The Concessionaires advised to analyze the potable water of requisite sample size on their own before quoting their rates in Financial Bid, No extra claim will be entertained after the allotment of the work on this account.
- 3.2** The output water quality characteristics shall be as per BIS 14543: 2004 Specifications of Drinking Water.
- 3.3** The Concessionaire must design supply, install, commission, and maintain the Water ATMs for Ten 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 analyze the water sample for all parameters as per BIS 14543: 2004 norms in a weekly manner or as and when suggested by the PSCDL / ULB, from the Lab as approved by Authority. 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 3 key parameters namely pH, TDS & temperature on a real time basis in an interval of 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 Contract Period.
- 3.6** Making connection for raw water:
 - a) The Concessionaire shall be responsible for executing works for making connection for Water ATMs from the source (Nearby existing water supply line) provided by the PWD including cost of all material and labour etc. The cost of filtration process at each ATM, to ensure quality of product water as per BIS 14543: 2004 shall be the responsibility of the Concessionaire.
- 3.7** Disposal of waste generated at each Water ATM:
 - b) The disposal of waste generated at each ATM shall be disposed by the Concessionaire at his own cost to the nearest sewer system. In case of faulty performance severe penalties would be levied on the Concessionaire by PSCDL 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 Ten 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 Contract period the water ATMs will become the property of the PSCDL.
- 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, PSCDL 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 shall provide trained manpower to maintain the water ATMs to ensure the provision of quality services.
- 3.14** The Concessionaire shall provide and maintain the electrical and plumbing fittings of all types at the Water ATM in good working condition.
- 3.15** The Concessionaire shall provide LED boards for display of water quality parameters including.
- i. pH.
 - ii. Hardness.
 - iii. Temperature.
 - iv. Water Level.
 - v. TDS.
- 3.16** Concessionaire should ensure that all the Water ATMs (in a pocket) are working all the time and annual repair/maintenance etc. shall be carried out periodically at his own cost.
- 3.17** All expenses shall be borne by the Concessionaire.
- 3.18** 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 waste shall be disposed off by the user within litterbin kept at each ATM.
- 3.19** Water & Electric supplied through connection by the PSCDL (if any), will be charged from Concessionaire on Commercial rates applicable from time to time.
- 3.20** Online information of daily report to PSCDL.



- 3.21** PSCDL has reserve the right to inspect any ATM at any time during the working hours.
- 3.22** PSCDL has right to take sample of water at any time.
- 3.23** During the non-availability of piped water from PSCDL, Concessionaire shall make his own arrangement for which PSCDL may make available water from its bulk supply reservoir on payment basis for which transportation arrangements will be made by the Concessionaire.
- 3.24** The water storage capacity at each ATM should be as approved b PSCDL which can be increased as per the requirement.
- 3.25** The ATW machine shall have access for physically challenged or specially abled persons. The ATW machine should have a mechanism to give feedback regarding functioning of ATW. The feedback system should have a star rating system with 5 stars for excellent service. There should be a touch screen system for feedback. A toll-free number for handling complaints should also be provided. The feedback receiving mechanism shall have alerts for non-performance such as non-availability of water, poor quality of water or other such deficiencies.



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 PSCDL.
- 4.3 Any deviation from the proposed design needs to be approved by the PSCDL.

5 Testing and Inspection

5.1 Third party Inspection

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

5.2 Site tests

- b) 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 6 months (120 days) from the date of the confirmed Letter of Acceptance 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: 2004 specification the ATM operation of dispensing water should be stopped immediately. PSCDL 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

- a) up to 4 days – Rs.2000/- per day/per ATM.
- b) 4-7 days – Rs.3000/- per day/per ATM.
- c) 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 IS 14543: 2004 standard and / or non-operation of ATM's beyond the stipulated days (maximum 30 days) or as approved by PSCDL the contract is liable for termination.

8 Scope of PSCDL

PSCDL shall be responsible to provide:

- 8.1** PSCDL will provide nearest source of water (up to 30m); further arrangement including required plumbing works from source to Water ATMs shall be borne by the Concessionaire.
- 8.2** PSCDL will charge for raw water supplied either for Fixed Water ATM or for Mobile ATM's. Raw water will be charged as 10 Rs per 1000 litres of water.
- 8.3** Single phase or three phase power supply as required at one point, further distribution including installation of electric meters for Water ATM's shall be in scope of Concessionaire. The Concessionaire must conduct site survey and consider that cost in the financial analysis.
- 8.4** The power consumption charges shall be charged on commercial rates basis.
- 8.5** Whenever PSCDL/PWD is not able to supply source of water, the successful bidder shall be able to make the arrangement for water through private supplies or from bulk supply from PWD reservoir/bore well on a payment basis for which transport arrangements will be made by the Concessionaire. PSCDL will provide necessary help for approval procedures.
- 8.6** PSCDL will not be responsible for any payments of raw water either piped water supply or from bulk water supply from private water suppliers or from PWD reservoir/bore well.
- 8.7** Payment against raw water to private water suppliers or to PWD piped water supply/reservoir/bore well shall be made directly to the concerned party/organization by the concessionaire.



9 Construction requirement for Water ATM

- 9.1** The Concessionaire shall design ATM's in such a way that material considered, or design and construction should only be of Stainless Steel (minimum Grade SS316).
- 9.2** 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 bring matter 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.
- 9.3** Specifications, Capacity, Shape and design of the ATM shall be provided by the Concessionaire for each and every location identified (Please refer to Annex III for illustrative design) before start of work and only after obtaining clearance from PSCDL.
- 9.4** 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 the 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 on-going maintenance.
 - d) Addresses all issues of safety, including fire safety, operational safety, and environmental safety.



Annexure -1: Proposed Locations of water ATM's

THE LOCATION MAP IS ATTACHED AS DRAWING NO	PSCDL-NKI- PSCP-E4-TA-001
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Annexure -2 Specifications for The Atm Unit and Development of Site

1. General requirements:

- a. Minimum covered area of treatment plant enclosure to be provided for fixing RO plant along with required product water tanks shall be 60sq.ft along with provision for two dispensers on two sides.
- b. A service area should be provided within the enclosure, with sufficient space so that all the equipment can be conveniently taken inside for fitting and repairs.
- c. Minimum 7 ft headroom shall be provided.
- d. Product water storage tank 500 litres shall be placed inside the treatment plant Housing Structure.
- e. Adequate space shall be provided for storing materials/ consumable required during O&M of the treatment plant system.
- f. The unit should be modular and easy to relocate.
- g. General requirements and specifications for treatment plant enclosure – space requirement for accommodating system.

2. Enclosure of Treatment plant Structure:

- a. All exposed non-galvanized steel structure should be stainless steel / clad with stainless steel for higher non-rust life grade SS 316.
- b. Thickness of PUF panels should be 50 mm with 40kg/m³ density and minimum 0.4 mm galvanized Steel sheet on both sides. The sheet shall be galvanized steel with RMP coating for higher durability. Color of inner sheet should be white/blue whereas external sheet of the panel should be coated with attractive color combinations to go with the external surroundings in order to qualify as aesthetic road furniture to mix with the surroundings. The external finish on Steel panels shall be brick/wooden/stone.
- c. The structure should be rigid, made of MS frame of minimum 2.5mm thickness and duly painted for rust resistance.



- d. Necessary foundation for RO+UV system and required platforms for specified category of treatment plant system shall be provided with plinth depth of 0.5ft. above ground level.
- e. Single door of adequate size with good quality locking arrangement of Yale/Godrej make shall be provided to restrict access to the unit. The door should be made of steel with PUF insulation along with matching colors with adequate protection against breakage.
- f. Raw water storage tank of minimum 500-liter capacity must be provided inside. The raw water storage tank should have provision to be attached to piped water supply as well as fitting of external nozzle which provides the option for sourcing raw water from tankers and functioning as a standalone unit in case piped water supply is not available.
- g. A chiller unit of 200 litres storage capacity should be provided inside the unit. Proper ventilation facility must be provided for the removal of chiller unit heat.
- h. The structure should be appropriate to protect the entire treatment plant system, including its equipment and accessories in all weather conditions and it should be able to withstand the extreme climatic variations.
- i. Treatment plant housing shall be a hexagonal/ cylindrical structure ensuring maximum utilization of space and ergonomics.
- j. Minimum 2 easily washable stainless-steel counters of dispensing capacity ranging from 250 ml to 5 L for dispensing cold drinking water must be provided on the external panels of the housing structure. Each counter should be capable of dispensing cold water and each must have latching system for switching ON with push button.
- k. The unit shall have minimum two coin/card enabled dispensers.
- l. The top canopy protecting the tank should be aesthetically made e.g. like dome so as to cover the entire raw water storage to protect it from heating and external weather conditions with materials like PP reinforced UV stabilized Poly Vinyl/ FRP covering.
- m. The total floor area around the unit should be covered with branded vitrified/anti-skid tiles.



Request for proposal For Setting up of Water ATM for Safe Drinking Water including 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 designated locations under “Smart City Mission” at Puducherry City

Volume III: General Conditions of Contract



RFP for Water ATM on PPP Mode

Tender No: 006/PSCDL/2019

July 2019

**Puducherry Smart City Development Limited
Puducherry**



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Term	Definition
ABD	Area Based Development
ATM	Automatic Teller Machine
BIS	Bureau of Indian Standard
CEO	Chief Executive Officer
Day	Calendar day
DD	Demand Draft
DPR	Detailed Project Report
EMD	Earnest Money Deposit
ESI	Employees State Insurance
EPF	Employees Provident Fund
FDR	Fixed Deposit Receipt
FY	Financial Year
GoI	Government of India
GoP	Government of Puducherry
GST	Goods and Service Tax
INR	Indian Rupee
IT	Information Technology
JV	Joint Venture
LLP	Limited Liability Partnership
LOA	Letter of Acceptance
LPH	Liter Per Hour
Ltd.	Limited
MoHUA	Ministry of Housing and Urban Affairs
NIT	Notice Inviting Tender
O&M	Operation and Maintenance
OHSR	Over Head Service Reservoir
PAN	Permanent Account Number
PHD	Public health Department
PMC	Project Management Consultant
PPP	Public Private Partnership
PSCDL	Puducherry Smart City Development Limited
PQ	Pre-Qualification
PWD	Public Works Department
QCBS	Quality and cost-based selection
RFP	Request for Proposal
Sq.Km	Square Kilometre
ULB	Urban Local Body



General Conditions of Contract

1 Security Deposit

All compensation or other sums of money payable by the Concessionaire to PSCDL 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 PSCDL 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 Nationalized 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 Nationalized Bank is furnished by the Concessionaire to PSCDL, 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 PSCDL 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 PSCDL shall not wait till disputes are decided. The bank shall pay the amount under the Guarantee, without any demur, merely on a demand from PSCDL 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 up to 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,



PSCDL 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. Authority is not concerned with any interest accruing to Concessionaire.

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. This will matter 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 Concessionaire fails to sign the Agreement within specified time; or
- d) If the Successful Concessionaire fails to provide the Performance Security within the stipulated time or any extension thereof provided by PSCDL or
- e) 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 PSCDL 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. 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 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. 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.

4 Work to be Open to Inspection: Concessionaire 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 PSCDL, and his subordinates and any other authorized agency of PSCDL 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 PSCDL 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, PSCDL 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

In case, a dispute is referred to arbitration, the arbitration shall be under the Arbitration and Conciliation Act (Amendment Act),2015 and any statutory modification or re-enactment thereof.

If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) day notice to refer the dispute to arbitration to the other Party in writing.

The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof The Arbitration proceedings shall be held in Puducherry, India

The Arbitration proceeding shall be governed by the substantive laws of India. The proceedings of Arbitration shall be in Hindi/English language. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act 1996,. Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal. The consortium



of the three Arbitrators shall form the Arbitral Tribunal.

In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of the Puducherry High Court or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the parties.

Any letter, notice or other communications dispatched to Concessionaire relating to either arbitration proceeding or otherwise whether through the post or through a representative on the address last notified to the Authority by Concessionaire shall be deemed to have been received by Concessionaire although returned with the remarks, refused 'undelivered' where about not known or words to that effect or for any other reasons whatsoever

If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the Authority to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.

The Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.

The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

6 Definition of Engineer in Charge

The term “Engineer-in-charge” means Project Management Consultancy (PMC) or any designated person of PSCDL who shall supervise and be in charge of the work on behalf of PSCDL

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. GST
- ii. Income Tax PAN;
- iii. The ESI & EPF registration as per Labour Laws;
- iv. 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 Authority, but Authority shall not be liable to pay anything extra for it. Explanation: "Fair Wage" means minimum wages for time or piece work, fixed or revised, 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-Concessionaire 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 part of this agreement, the Concessionaire shall comply with or cause to be complied Authorities' Contract's Labour Regulations made, or that may be made by Authority, from time to time, in regard to payment of wages, wages period,
- d) deductions from wages, recovery of wages not paid, and unauthorized deductions,



-
- e) maintenance of wages registers, wage card, publication or scale of wages and other
 - f) terms of employment, inspection and submission of periodical returns and other matters of a like nature.

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 there from, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.

- g) 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-Concessionaire.
- h) 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 Authority 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 PSCDL or Government of Puducherry, is allowed to work as a Concessionaire for a period of 2 years of his retirement from Government service without the previous permission of PSCDL /Government of Puducherry. This contract is liable to be cancelled, if either the Concessionaire or any of his employees 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

Authority 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 and Maintenance

- a. The Concessionaire shall operate and maintain the ATMs in accordance with the RFP.
- b. 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 PSCDL 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 PSCDL 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 14543: 2004
- c. 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 PSCDL (“Notice to Remedy”), PSCDL 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.
- d. The Concessionaire shall reimburse one and half times the costs incurred by PSCDL on account of such repair and maintenance within 7 days of receipt of PSCDL’ claim therefor
- e. The Concessionaire shall be deemed to be in material breach of requirements of the RFP, if PSCDL, acting reasonably and in accordance with the provisions of this Agreement, has determined that due to breach of its obligations by the Concessionaire;
- f. The maintenance of the ATMs or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the RFP;
- g. 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.
- h. Upon occurrence of a Material Breach of requirements of the RFP, PSCDL shall, without prejudice to and notwithstanding any other consequences provided therefor under this Agreement, be entitled to terminate this agreement.



SPECIAL CONDITIONS of CONTRACT

1 Definitions

- i. **“PSCDL”** means the Puducherry Smart City Development Limited.
- 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 Representative Appointed by PSCDL
- 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 10 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 from Commencement Date up to satisfactory Completion of Operation and Maintenance Period.

2 Communication Between PSCDL and Concessionaire

2.1 Address for Communication

Notices with legal and contractual issues shall be addressed to the Chief Executive officer Puducherry Smart City Development Limited, No.2, Bussy Street, Old Court Building, Puducherry 605 001

All certificates, notices given by the Concessionaire under terms of the contract shall be sent by post, courier, email, or fax to or left at the office of the the Chief Executive officer Puducherry Smart City Development Limited, No.2, Bussy Street, Old Court Building, Puducherry 605 001



All certificates, notices or instructions to be given to the Concessionaire by the Authority 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

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

3.1 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. Concession Agreement
- III. Special conditions of Contract
- IV. General conditions of contract
- V. Instructions to Bidders
- VI. Scope of work and Technical specifications
- VII. Drawings
- VIII. Financial Bid
- IX. All other documents in the Technical Bid

3.2 Agreement

Successful Bidder shall to execute an agreement in the prescribed form on non-judicial stamp paper of **Rs. 200** or as revised by PSCDL on the date of agreement, with the any other officer authorized by PSCDL within a period of 30 days of the



date of issue of letter of acceptance/ work order. The expenses of completing and stamping the agreement shall be paid by Concessionaire. The Successful shall submit following documents with proposal/agreement. However, where the delay in execution of agreement on bonafied grounds, PSCDL can condone such delay. The firm shall submit following documents with proposal/agreement.

- i. All pages of the RFP document/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 GST 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.

3.3 If the bid is submitted by a consortium/group of firms, that is, Joint Venture (maximum Two firms (Lead member + 1 Other Members) the sponsoring firm, shall submit complete information required in the forms pertaining to each firm in the group and state along with the Bid as to which of the firms shall have the responsibility for tendering and completion of the Contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the Contract documents. Full information and satisfactory evidence pertaining to the participation and responsibility of each member of the group of firm in the Tender shall be furnished along with the tender. A certified copy of the Joint Venture Agreement in prescribed form (specified at Form-I) shall be submitted along with the Tender

3.4 The tender documents uploaded in the name of an individual applicant shall not be used by a Joint Venture. Joint venture shall have to upload the tender document in the name of JV only, if he wants to apply.



3.5 Joint Venture Consortium (JV)

Joint venture consortium of Maximum Two firms/ members / companies, as partners shall be allowed for the works.

All the Members of the JV shall be jointly and severally responsible for this Contract. The Member of the JV holding highest stake shall be the Lead Partner. The JV shall comply with the following requirements:

- (a) A Joint venture agreement must be submitted along with the documents in which minimum share of lead member shall have to be 60% and share of other members, individually shall not be less than 15%.
- (b) All the members of the Joint Venture firms shall have to collectively satisfy all the criteria mentioned.

Note: In case, the applicant/JV partner has achieved physical & financial performance for the criteria mentioned above in past, in joint venture with other Contractor (other than present JV partner), the portion of the work (physically and financially) of the contractor included in their Joint Venture Agreement in original contract work shall only be considered for evaluation purpose In joint venture consortium the lead partner shall only be an Indian citizen Indian partnership firm or Indian private/ public limited company.

- (c) The individual members who join in JV shall have to give an undertaking that they will maintain status-quo till the completion of the work is awarded to the JV Consortium, the same JV Consortium shall be maintained till the satisfactory completion of the work. This undertaking shall be submitted on Stamp paper Rs 100. Duly signed by authorized signatory, which shall be notarized
- (d) In case of Bidder participating as a Joint Venture, on his selection for award of contract, all the partners/members of the Joint Venture will have to sign the Contract with the employer and will be jointly and severally liable for performance of the contract. Award of Contract will be in the name of Joint Venture consortium which will be considered as “Legal Entity” as far as this Bid/ Contract is concerned
- (e) The Bid, and in case of a successful bid, the Form of Contract Agreement, shall be signed with the name of Joint Venture which will be legally binding on all the partners
- (f) Lead partner shall be declared as Prime Bidder authorized to be in charge; and



this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners;

- (g) The member in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the Joint Venture and the entire execution of the contract including defect liability period
- (h) All members of the Joint Venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the Authorization mentioned under (b) above as well as in the Bid Form and the Form of Contract Agreement (in case of a successful Bid); and
- (i) A copy of the stamped and notarized agreement entered into by the Joint Venture partners shall be submitted with the Bid. Roles, responsibilities and financial stakes of all members of the Joint Venture consortium shall be clearly and unambiguously prescribed in the Joint Venture agreement. In case of non prescription, the JV agreement will be declared as invalid and the bid will be treated as non-responsive
- (j) In case of Joint Venture financial strengths of each of the JV members individually shall not be less than minimum qualifying criteria worked out in proportionate to their financial stakes in the JV

In case of physical criteria, either of the JV members shall meet the qualifying requirement in any single completed project without taking into account their financial stake in the JV agreement.

Each JV member shall have required registration certificate, solvency certificate, project manager having 5 years experience, existence of company as per tender requirement. Each member shall satisfy these requirements separately.

- (k) The contractors participating in the name and form of a Joint Venture consortium shall have to clearly and unambiguously define the role, responsibilities and financial stake of each of the partners, the lead partner shall also have to be defined. On award of contract to such a Joint Venture consortium, each of the members of the Joint Venture consortium shall have to sign the Contract. Each member of the JV shall be jointly and severally responsible for the performance of the contract.
- (l) In case of conflict between the terms in contract agreement and the Joint



Venture documents, the terms in the contract agreement shall prevail.

- (m) The JV partners shall also need to be registered anywhere in India.

4 Monthly Progress Reports & Meetings

4.1 Monthly Reports

Monthly progress reports shall be prepared by the Concessionaire and submitted to the PSCDL. 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 five 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:

- i. Installation Reports for the work done in last month.
- ii. Proposed locations where the installations are proposed in next month.
- iii. Photographs of typical installation in field.
- iv. Inspections, tests reports.
- v. Copies of quality assurance documents, test results.
- vi. 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 Authority, the report format may evolve as required during the course of execution

4.2 Meetings

Meetings shall be held in the office of Engineer-in-Charge or at other places as mutually fixed in advance. The proposed agenda for the meetings shall be exchanged at least two days 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

4.3 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 "OUTPUTPARAMETERS" are defined in Special Condition of contract Part "B" of this volume

The Concessionaire shall build the ATM at one location. Only after soliciting approval from PSCDL 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 Tender 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 PSCDL 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 Ten Years 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 Ten Years and for any extended period, as defined in 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. However, concessionaire is required to do location survey and which capacity of ATM suitable for particular location. The ATM locations will be decided



in consultation with PSCDL and PMC at the time of execution.

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 PSCDL 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 rate offered in proposals.

4.4 Concessionaire's Representative

The Concessionaire shall appoint the Concessionaire's representative in consultation with the PSCDL 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 PSCDL, 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 PSCDL has received prior notice signed by the Concessionaire's representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

4.5 Setting out

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

4.6 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.

4.7 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. PSCDL 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.

4.8 Unforeseeable Difficulties

- i. 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;
- ii. By signing the contract, the Concessionaire accepts the total responsibility for having sustained all difficulties and costs of successfully completing the work and
- iii. The contract rates shall not be adjusted to take account of any unforeseen difficulties or costs.

4.9 Right of Way and Facilities

The required Right of Way shall be provided to the Concessionaire as per the approved Drawing (Plan) and in accordance with their Construction Programme. 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.

4.10 Avoidance of Interference

The Concessionaire shall not interfere unnecessarily or improperly with:

- i. The convenience of the public, or
- ii. In the access to and use and occupation of all roads and other land, irrespective of whether they are public or in the possession, of the PSCDL or others.



The Concessionaire shall indemnify and hold the PSCDL 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

4.11 Security of Site

Unless otherwise stated in particular conditions:

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

4.12 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 PSCDL 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 not 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 longer required.

5 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.

6 Operation and Maintenance Manuals

Prior to the commencement of the tests on completion, the Concessionaire shall supply to the PSCDL 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 PSCDL has received final operation & maintenance manuals in such detail.



7 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.

8 Bank Guarantee Against Performance of Contract

(Performance Guarantee)

Bidder has to provide contract performance guarantee in the form of Bank guarantee as mentioned in Contract.

9 Forfeiture of Performance Security

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.

10 Change in Consortium of Firm

- a) Any change in the constitution of the firm/company etc. shall be notified forthwith by the firm in writing to the PSCDL 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 PSCDL 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

11 Repudiation of Contract

The contract for the installation & O&M of Water ATMs can be repudiated at anytime by the PSCDL 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 PSCDL.



12 Legal Proceeding

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

13 Failure of Breach of Contract

In case of breach of the contract, full/part of Performance guarantee can be forfeited and the action against defaulting firms may be taken like Black listing, suspension of business, banning of business etc. along with termination of the contract by PSCDL, without any compensation to the Concessionaire.

14 Output Parameters of Treated Water

The water from the A TMs should be as per BIS 14543: 2004 standards mentioned in Tender and none of the prescribed parameters for potable water defined in BIS 14543: 2004 should exceed under any circumstances.

15 Operations

15.1 Variability of output

The PSCDL 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 PSCDL may ask to shift the installation and the Concessionaire shall shift the installed unit at location given by the PSCDL without any additional payment. In case quality of the water received by the Bidder at ATM is not of BIS 14543 : 2004 standards, the Bidder shall immediately inform/ bring to notice of the Engineer-Charge. In this case, it will be the responsibility of PSCDL to take appropriate decisions in this regard.

16 Termination

16.1 Concessionaire's default

The PSCDL shall be entitled to terminate this Contract for the following reasons attributable to the Bidder, 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



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- b) Not providing timely repairs resulting in non-functioning ATM
 - 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.

16.2 Consequences of termination by PSCDL

If the PSCDL, with reasonable grounds, terminates the contract under Clause 16.1 above, the Security Deposit, and any other sums of the Concessionaire with the PSCDL, shall be forfeited and action shall be taken against him as per General Conditions of Contract, if deemed appropriate

17 Indemnification

The Concessionaire to indemnify the PSCDL 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 willful misconduct or failure to follow Good Engineering Practices of the Concessionaire,
- b) The Bidder shall indemnify, defend and hold harmless the PSCDL 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 sub Concessionaires or their respective agents or employees, and
 - iii. Any willful misconduct or breach of statutory duty on the part of the Bidder, its sub Concessionaires 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



Request for proposal For Setting up of Water ATM for Safe Drinking Water including 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 designated locations under “Smart City Mission” at Puducherry City

Volume IV: Financial Bid



RFP for Water ATM on PPP Mode

Tender No: 006/PSCDL/2019

July 2019

**Puducherry Smart City Development Limited
Puducherry**



Price Bid for Ten Years

FINANCIAL BID for 10 years

Setting up of Water ATM for Safe Drinking Water including “Designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs (20 Nos) at designated locations under “Smart City Mission” at Puducherry City for Period of Ten Years Through Public Private Partnership (PPP)”

Sr. No.	Description of the Item	Rate of Water in INR without Container		Unit
		Figures	Words	
1	Supply of drinking water at fixed rates with specified parameter mentioned in Scope of Work including set of structure, storage capacity. Rate quoted shall be inclusive of all applicable taxes, duties, levies and charges etc			
1.1	Water without Container			
a	250 ml of Water	1.00	Rupees One Only	Per 250 ml
b	500 ml of Water	2.00	Rupees Two Only	Per 500 ml
c	1 Litre of Water	5.00	Rupees Five Only	Per 1 Litre
d	2 Litre of Water	7.00	Rupees Seven Only	Per 2 Litre
e	5 Litre of Water	15.00	Rupees Fifteen Only	Per 2 Litre
1.2	Water with Container			
a	250 ml of Water	1.00	Rupees One Only	Per 250 ml
b	500 ml of Water	4.00	Rupees Four Only	Per 500 ml
c	1 Litre of Water	8.00	Rupees Eight Only	Per 1 Litre
2	Premium per litre of water shared by Concessionaire to PSCDL/Puducherry Municipality (Rate per litre of Treated water) -Bidder should Quote Rate in INR Figures & Words			Per Litre