

**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 Dehradun City**



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**Bid/Proposal Ref. No. 01(R)/DSCL/18-19/PPP/SWA**

**Issued On: 29/11/2018**

### **DISCLAIMER**

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of Dehradun Smart City Limited or any of its employees or Transaction advisors, is provided to Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an Agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide the Bidders with information to assist the formulation of their Bid/Proposal submission. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons and it is not possible for DSCL and their employees or Transaction advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Project than others. Each recipient must conduct its own analysis of the information contained in this RFP document or to correct any inaccuracies therein that may appear in this RFP document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

DSCL and their employees and Transaction advisors make no representation or warranty and shall incur no liability under the Law of Contract, Tort, the Principles of Restitution or unjust enrichment or otherwise for any loss, expense or damage, accuracy, reliability or completeness of the RFP document, which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP document, the award of the Project, the information and any other information supplied by or on behalf DSCL or their employees, any consultants or otherwise arising in any way from the selection process for the Project.

DSCL may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information/clauses/articles in this RFP document. The information that DSCL is in a position to furnish is limited to this RFP only. The information contained in the RFP must be kept confidential. Mere submission of a responsive Bid/Proposal does not ensure selection of the Bidder as Concessionaire.

**BID/ REQUEST FOR PROPOSAL-IMPORTANT DATES**

Sl. No.	Activity	Duration
1.	Bid/Proposal Reference	01(R) /DSCL/18-19/PPP/SWA
2.	Availability of Bid/ RFP Documents	The RFP document for this work shall be available from website <a href="http://uktenders.gov.in">http://uktenders.gov.in</a> from <b>29/11/2018 to 13/12/2018 up to 11.00 Hrs.</b>
3.	<b>Pre-Bid Meeting</b>	03/12/2018 at 11.00 Hrs onwards. Bidder shall have to email their queries to <a href="mailto:smartcityddn@gmail.com">smartcityddn@gmail.com</a> on or before the pre-Bid meeting.  Venue of Pre Bid Conference – Office of the Chief Executive Officer, Dehradun Smart City Limited, 777, Saatvik Tower, Opp Hotel LP Residency, Rajendra Nager, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India Ph: 0135-2750894, Fax: 0135-2750817
4.	Last date for down loading of Bid document from the E-procurement platform: <a href="http://uktenders.gov.in">http://uktenders.gov.in</a>	13/12/2018 up to 11.00 Hrs. The scan copy of the RFP document fees, affidavit and Bid/Proposal Security shall be uploaded on the e-procurement website.
5.	Last date and time for Bid/Proposal submission/uploading of Bid/Proposal in E-procurement platform	13/12/2018 up to 17:00 Hrs
6.	Submission of original documents i.e. RFP document Fees ( <b>Non-refundable</b> ), Bid/Proposal Security and Affidavit as per Section IV	14/12/2018 up to 11.00 Hrs Address for submission of original documents: Office of the Chief Executive Officer, Dehradun Smart City Limited, 777, Saatvik Tower, Opp Hotel L P Residency, Rajendra Nager, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India Ph: 0135-2750894, Fax: 0135-2750817
7.	Time and date of opening of Technical Bid/Proposal	The Bid/Proposal will be opened on line by the Authorized Officers on 14/12/2018 at 11.30 Hrs
8.	Date and time of opening of Financial Bid/Proposal	Shall be informed later to technically qualified Bidders
9.	Place of opening of Bid/Proposal and address for communication	Office of the Chief Executive Officer, Dehradun Smart City Limited, 777, Saatvik Tower, Opp Hotel L P Residency, RajendraNager, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India Ph: 0135-2750894, Fax: 0135-2750817 Email- <a href="mailto:smartcityddn@gmail.com">smartcityddn@gmail.com</a>

**REQUEST FOR BID-IMPORTANT DATA**

Bid/Proposal Ref. No.	01(R)/DSCL/18-19/PPP/SWA	
Organization Name	Dehradun Smart City Limited (DSCL)	
Name of Work	<b>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 Dehradun City</b>	
Bid/Proposal Type	<u>Public Private Partnership (PPP) Basis</u>	
Bid/Proposal Currency	Single- Indian National Rupees (INR) Only	
Payment Details	Bid/Proposal validity period	120 days from the last date of Bid/Proposal submission
	Project Duration	Installation period – 6 Months Concession Period – 05 Years (including installation period)
	RFP Document Fee ( <b>Non-refundable</b> )	INR 1180.00 (One thousand one hundred eighty only, including GST). A crossed demand draft drawn in favour of “ Chief Executive Officer , Dehradun Smart City Limited , payable at Dehradun”
	Proposal/ Security	INR 4, 00, 000 /- (Indian Rupees Four Lakhs Only) in the form of Demand Draft payable at DEHRADUN or Bank Guarantee issued in favour of “Chief Executive Officer, Dehradun Smart City Limited’.).
Addendum/Corrigendum	Any Addendum/Corrigendum will be published on website <a href="http://uktenders.gov.in">http://uktenders.gov.in</a> only.	

## **SECTION - I**

# **INSTRUCTIONS TO BIDDERS**

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## 1. INVITATION FOR BIDS

### 1.1 Introduction

- 1.1.1 The Government of India has recently 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 citizen. Dehradun is one of the shortlisted cities for the Smart City initiative under Ministry of Urban Development, Government of India. Dehradun Smart City Limited (DSCL) is a Govt. Company for implementing the Smart City Mission at the city level. DSCL 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 DSCL will like to make drinking water widely available at public places in City of Dehradun. This project will allow potable water to be supplied to the consumer in his / her container as in eco-friendly biodegradable paper glass of 300 ml capacity . This Bid will be essential for betterment of environment as the use of consumer's container would avoid the waste due to plastic / bottles.

Dehradun Smart City Limited (DSCL) intends to develop Pay & Use Water ATM under Public Private Partnership (PPP) mode in Dehradun, Uttarakhand, India.

This Request For Bid 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 Dehradun City for an authorization lease period (the "Project") of five years.

- 1.1.2 An Agreement will be drawn up between the Dehradun Smart City Limited (DSCL) (the "Concessioneing Authority"), and the Successful Bidder/ Concessionaire on basis ("the Concession Agreement").
- 1.1.3 A "Single Stage, Two Envelope" Bidding process has been planned for determining the Successful Bidder. The Bidders would be required to meet the minimum threshold Technical Qualification Conditions and qualify for undertaking the Project as set out in this RFP document. This qualification assessment would be carried out as part of the current Bidding and evaluation process. The Financial Bids of only those Bidders that possess the minimum Technical Qualification Conditions and other relevant documents (as per the formats provided in section-IV) would be opened and evaluated.
- 1.1.4 The RFP document contains information about the Project, Bidding process, Bid submission, qualification and Financial Bid requirements.

## 2. PROJECT BACKGROUND

### 2.1 Introduction

- 2.1.1. To meet the safe drinking water requirements at public places in ABD (Area Based Development) area, safe drinking water is to be supplied to the consumer in his/ her

container and or in eco-friendly biodegradable paper glass of 300ml capacity. This Bid is essentially for betterment of environment as the use of consumer's container would avoid the waste due to plastic/bottles. DSCL hereby invites reputed firms/companies (Applicants) for selection as Concessionaire for Setting up of Water ATMs for Safe Drinking Water including Designing, financing, constructing / installing, operating and maintaining of Water ATMs & appurtenant works and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP) at designated locations under "Smart City Mission" at Dehradun City for Five year Concession Period as described herein this document. Concessionaire will have to do the installation of Water ATM's, operated through coin/card vending machines and appurtenant works at 24 locations as indicate herein this document and provide Operation and Maintenance Services for five years. Safe drinking water with required parameters shall be provided at the tariff decided by DSCL as per clause 10 of section II. The facility of providing and dispensing 300ml eco-friendly biodegradable paper glass (Min. 170 GSM) shall also be made available in Water ATM's as per tariff.

- 2.1.2. Concessionaire shall have advertisement rights to display their advertisements or lease out the same to others to realize its investment as briefly described in nutshell in the RFP. Subsequently, the payment received from users may be utilized towards the Water ATM's Operation and Maintenance cost. After the completion of Concession Period the utility will be handed over by the Concessionaire to DSCL in optimum running condition.

### 3. LOCATIONS FOR WATER ATMs:

The locations of the Water ATMs shall be as described in the clause 8.2 of the section – II (Concessioning Authority Requirement) of this Bid document.

#### 3.1 Project Structure

- 3.1.1. The Concessionaire shall have the exclusive right, license to Develop/Install Water ATMs and Operation management and maintenance for the Concession Period. The Source of revenue to recoup its investments shall be the determined tariff as per DSCL guidelines and displaying advertisements at the proposed units.
- 3.1.2. The Concessionaire shall prepare a Project Report with design & specifications and pursuant to its approval, complete the project development of Water ATMs, within the stipulated Implementation Period of 6 (six) months.

#### 3.2 End of the Concession Period

At the end of the Concession Period, by efflux of time or premature termination for any reason whatsoever, all rights given under the Concession Agreement shall cease to have effect and the water ATMs & the entire Project facilities including the assets (i.e. both movable and immovable assets, whether provided by the Concessioning Authority or brought in by the Concessionaire during the subsistence of the Concession Agreement), thereof shall be transferred back to DSCL as per the provisions of the Section III of the RFP document. All the movable and immovable assets attached shall revert to DSCL without any obligation on DSCL to pay or adjust any consideration or other payment to the Concessionaire.



### 3.3 Scope of Work

3.3.1 The Successful Bidder/ Concessionaire shall be required to Setting up of the “Water ATMs 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 Dehradun City as per the details laid down in Section-II of this Bid document.

*Pursuant to the above stated, the Concessionaire shall quote the maximum revenue share for DSCL in lump-sum per month.*

#### 3.3.2 Revenue Streams from the operations of Water ATM units (WAUs)

The revenue streams from the operations of the WAUs are as follows:

- a) **Income from Tariff:** The Concessionaire shall have to charge from the Water ATM Users as per the tariff and guidelines. The rate charged for different purposes shall be displayed on the ATM.
- b) **Income from advertisement display:** The Concessionaire may display commercial advertisement as specified in RFP documents on the WAUs. The advertisements to be displayed shall also require the prior approval from the Concessioneing Authority.

## 4. GENERAL TERMS AND CONDITIONS FOR BID SUBMISSION AND BID EVALUATION

### 4.1 Instructions for Online Bid Submission

1. Instructions to the Bidders to submit the Bids online through the procurement portal <http://uktenders.gov.in>.
2. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/Bidders on the e-Procurement/e-tender portal are prerequisite for e- tendering.
3. Bidder should register for the enrolment in the e-Procurement site using the “Online Bidder Enrolment” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the Bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/Bidders through email id as registered.
4. Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
5. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/ nCode/ eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken /Smart Card, should be registered.
6. The registered DSC only should be used by the Bidder in the transactions and should ensure safety of the same.
7. Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
8. After downloading/getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise Bid will be rejected.
9. Any clarifications may be sought online through the tender site, through the contact

- details or during pre-Bid meeting, if any. Bidder should take into account the corrigendum, if any published before submitting the Bids online.
10. Bidder may log in to the site through the secured login by the user id/password chosen during enrolment/registration and then by submitting the password of the e-Token/Smartcard to access DSC.
  11. Bidder may select the tender in which he/she is interested in by using the search option and then move it to the 'my tenders' folder.
  12. From my tender folder, he may select the tender to view all the details uploaded there.
  13. It shall be deemed that the Bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete Bid shall stand rejected.
  14. Bidder should get ready the Bid documents to be submitted as indicated in the tender documents/schedules in advance and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/ rar and the same, if permitted, may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.
  15. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "My Space option" and these can be selected as per tender requirements and then send along with Bid documents during Bid submission. This will facilitate the Bid submission process faster by reducing upload time of Bids.
  16. Bidder should submit the Bid/Proposal Security as specified in the tender. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within Bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer & affidavit as stated in section 4. For any delay for submission of these documents Bidder will be responsible
  17. While submitting the Bids online, the Bidder should read the terms and conditions and shall accept the same to proceed further to submit the Bid packets.
  18. The Bidder has to select the payment option as offline to pay the Bid/Proposal Security as applicable and enter details of the instruments.
  19. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during Bid submission time, otherwise submitted Bid shall not be acceptable or liable for rejection.
  20. The Bidder has to digitally sign and upload the required Bid documents one by one as indicated. The very act of using DSC for downloading the Bids and uploading their offers shall be deemed to be a confirmation that they have duly read, understood and agreed with all clauses of the Bid document including General Conditions of Contract (GCC) without any exception.
  21. The Bidder has to upload the relevant files required as indicated in the cover content.
- In case of any irrelevant files, the Bid may be rejected.

22. If the Price Bid format is provided in a spread sheet file like BoQ\_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-Bid/BOQ template shall not be modified /replaced by the Bidder; else the Bid submitted is liable to be rejected for the tender.
23. The Bidders are advised to submit the Bids through online e-tendering system to the Tender Inviting Authority well before the Bid submission due date and time (as per Server System Clock). The Authority shall not be held responsible for any delay or the difficulties faced during the submission of Bids online by the Bidders.
24. After the Bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number indicated by the system should be printed by the Bidder and kept as a record of evidence for online submission of Bid for the particular tender and also be used as entry pass to participate in the Bid opening.
25. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, Bid submission, Bid opening etc., in the e-tender system. The Bidders must follow such time during Bid submission.
26. All the data being entered by the Bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the Bid submission and until the time of Bid opening by any person.
27. Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized Bid openers.
28. The confidentiality of the Bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
29. The Bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

#### **4.2 The evaluation of the Bids will be completed in 2 Steps**

**A. Step 1 – Opening of Technical Bids and Technical Evaluation.**

**B. Step 2 – Opening of Financial Bids of technically qualified Bidders**

4.2.1 The entire Bidding process has been explained elaborately in clause 4.1 of Section-I of this RFP document.

4.2.1 The Successful Bidder shall be issued Letter of Award (LoA). After issuance of the LoA in writing and acceptance of the same by the Successful Bidder within 7 (seven) days from the date of receipt of Letter of Award (LOA), the Successful Bidder shall submit the required Performance Security and enter into a Concession Agreement with DSCL within 30 (thirty) days from the date of issuance of the LoA.

### 4.3 Technical Qualification Conditions

4.3.1 The Bidder can only be either a registered Partnership Firm or a registered Company (as per the provisions of Indian Companies Act, 1956). **JOINT VENTURE IS NOT ALLOWED.**

4.3.2 The Bidder should be legally competent to enter into a contract as per prevailing laws.

4.3.3 Only those Bidders meeting both the following “Minimum Eligibility Criteria” and other relevant documents as per Clause 4 and other provisions of Section-I of the RFP Document shall be “Technically Qualified” for the Project.

4.3.4 The Technical Bids of the Bidder would be evaluated as per eligible criteria set out in the RFP document. Bids will be evaluated based on the information submitted by the Bidder. However DSCL reserves the right to seek clarification / documents from the Bidders, if the DSCL considers it necessary for proper assessment of the Bid.

**4.4.5 Technical & Financial Capabilities Evaluation – The Technical Bids will be evaluated based on the following criteria. The marks allocation for the technical evaluation shall be assigned as under:**

S.No.	Criteria	Maximum Mark
A	<p>Financial Capability – 3 Years (Minimum Average annual turnover &amp; Net worth of last financial year)</p> <p>i. Minimum Net worth for the last financial year (2017-18) should be 50.00 lakh and Minimum average annual turnover of INR 2 Cr for the last three financial years (2015-16, 2016-17, 2017-18) and will be equivalent to 15 marks</p> <p>ii. Beyond this, each 0.50 Cr additional average turnover will add 2 additional marks, up to maximum 10 additional marks.</p> <p><b>Audited balance sheets to be provided</b></p>	25
B	<p>Technical Capability – Experience in owning/installing/operation of project mentioned below during the last 5 years prior to last date of Bid Submission</p> <p>a. (i) Development and installation of Minimum 18 number of Water ATMs, will be equivalent to 15 marks</p> <p>(ii) Beyond this for each additional 1 WAU, 1 additional mark will be given up to maximum 10 marks</p> <p>b. (i) Operation and maintenance of 18 Water ATMs in public/private sector for at least one year, will be equivalent to 15 marks</p> <p>(ii) Beyond this for each additional 1 WAU for one year, 1 additional mark will be given up to maximum 10 marks</p> <p><b>Satisfactory work order, Work completion certificate(s) and Satisfactory O &amp; M certificate(s) to be provided</b></p>	50
C	<p>Understanding of Concept, Scope of Work and Project requirements, work Plan for execution of the projects</p> <p>Samples of the item may be requested</p> <p>i. Submission of Presentation on Technology Methodology, Work Plan and Infrastructure development, Operation and Maintenance etc. will be equivalent to 05 Marks.</p> <p>ii. Power Point presentations of the above before the DSCL Authorities will be equivalent to 20 Marks. Assessment of DSCL on award of these</p>	25

	marks will be on merits of the presentations and their assessment of marks thereon shall be final and unquestionable. <b>The Bidders may be called for making presentation on the above at a date which will be informed later.</b>	
	Total Marks for Technical evaluation	100
<b>The minimum qualifying marks secured in the Technical evaluation on the basis of above criteria is 60% or 60 marks out of 100 .The Bidder who will be qualified in the technical evaluation will be qualified for the financial Bid opening.</b>		

4.4.6 The Bid must designate one or more person(s) to represent the Bidder in its dealings with DSCL. Unless specifically advised to the contrary, DSCL shall assume that the person(s) designated is authorized to perform all tasks, including, but not limited to, providing information, responding to inquiries and entering into contractual commitments on behalf of the Successful Single/ Individual Bidder as the case maybe. Any and all limitations on the authority of the designated person (s) should be detailed in the Bid.

#### **4.5 Fee and Deposits to be paid by the Bidder**

##### **4.5.1 Bid/Proposal Security**

- (i) The Bid shall be accompanied by an initial Bid/Proposal Security for a value of INR4.00Lakhs(Indian Rupees Four Lakhs only) in any one of the following manners:
  - a) A Bank Guarantee issued by a Scheduled Bank in favor of “Chief Executive officer (CEO), Dehradun Smart City Limited” and in the format given in Section-III; or
  - b) Demand Draft/ Bankers Cheque in favour of “The chief Executive officer (CEO), Dehadun Smart City Limited”, Dehradun payable at Dehradun
- (ii) The Bid/Proposal Security shall be valid up to 45 days after the completion of the Bid validity period of 120 days.
- (iii) The Bid/Proposal Security of the Successful Bidder shall be returned after the signing of the Concession Agreement.
- (iv) Any Bid/ Bid submitted without the Bid/Proposal Security in the form as specified in the RFP document shall be summarily rejected.
- (v) The Bid/Proposal Security of Bidders whose Bid is rejected on account of being Non-Responsive or Non-Reasonable in accordance with the RFP document, shall be returned/refunded within a period of sixty (60) days from the date of intimating the rejection of the Bid by DSCL to the Bidder. The Bid/Proposal Security shall be forfeited by DSCL, in the following cases:
  - a) If the Bidder withdraws his Bid/ Bid after Technical Bid opening and during the Bid Validity Period.

- b) If the Successful Bidder fails within the specified time limit to sign the Concession Agreement.
- c) If the Successful Bidder fails within the specified time limit to furnish the required Performance Security.

Note: The financial Bid of the technically qualified Bidder will be opened in the presence of Bidders who chose to attend. As per this RFP, the financial Bid of all the technical qualified Bidders will be compared and the Bidder who has quoted the maximum revenue that they can share with DSCL per month will be marked H1 and subsequently H2, H3 etc. If two or more Bidder quoted same value of revenue sharing in financial Bid then the Bidder has maximum marks in technical evaluation will be declared H1. Bid/Proposal Security of only H1, H2 & H3 Bidders would be retained till the Concession Agreement is signed with the Successful Bidder, and DSCL. The "Bid/Proposal Security" of the other Bidders would be returned within 60 (Sixty) day of opening of Financial Bids. The Bid/Proposal Security of the Successful Bidder shall be retained till the Concession Agreement is signed and shall be forfeited if he fails to deposit the requisite Performance Security within the stipulated time.

#### **4.5.2 Performance Security**

The Successful Bidder/ Concessionaire, for due and faithful performance of its obligations under the Concession Agreement, shall be required to provide a Performance Security of INR 20 Lakhs (Indian Rupees Twenty Lakhs Only) to DSCL within 30 (thirty) days of issuing of the Letter of Award from the DSCL in the format provided in section IV

#### **4.5.3 Bids for Bidders**

Bidder shall quote his Bid for all the 24 locations of the Water ATMs mentioned in this RFP document. Quoting for optional location may lead to disqualification for the Bidder.

#### **4.5.4 Bid Preparation and Cost**

All Bidders are required to submit a detailed Bid (herein-after referred to as the Bid or Bid) in accordance with the guidelines set forth in this RFP document. Bidders should provide information sought herein in the prescribed formats in order to accurately establish and interpret the information provided. The cost of preparation of Bid and related expenses shall be borne by the Bidders themselves.

#### **4.5.5 Due Diligence, Inspection and Investigation**

The Bidders shall be deemed to have conducted a due diligence exercise with respect to all aspects of the Project, including a detailed survey of the Project and Project sites and information/ data provided by DSCL in this RFP Document, when they submit the Bid. Interested Bidders are advised to visit and inspect the proposed sites at their own expense. Failure to investigate all the sites, where-upon the Water ATM Units

shall be constructed or their subsurface conditions shall not be a valid ground to relieve the Bidder subsequently after submission of his Bids/Proposal nor shall it relieve the Bidder from any responsibility for estimating the difficulty or costs of successfully completing the Project and its operation & maintenance for the entire concession period.

#### **4.6 Validity of Bid**

- 4.6.1 The Bid shall remain valid for a period not less than one hundred twenty (120) days from the due date of submission (Bid Validity Period). DSCL reserve the right to reject any Bid that does not meet this requirement. Validity of Bid shall be extended for a specified additional period at the request of DSCL.
- 4.6.2 A Bidder agreeing to the request will not be allowed to modify his Bid, but would be required to extend the validity of his Bid/Proposal Security for the period of extension.
- 4.6.3 The Bid Validity Period of the Successful Bidder shall be extended till the date of execution of the Concession Agreement.

#### **4.7 Right to Reject Bids**

DSCL reserve the right to reject any / all Bids including the highest Revenue Sharing Bid or withdraw the invitation of the Bid at any stage without citing any reason. Nothing contained herein shall confer any right upon a Bidder or create any obligation/ liability upon DSCL of any type whatsoever.

#### **4.8 Misrepresentation / Fraud / Breach of Terms and Conditions**

If it is discovered at any point of time that the Bidder has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of this Bid/ Bid, the Bid/ Bid will be cancelled by DSCL. In such an event, the Bidder will not be entitled to any compensation whatsoever, or refund of any other amount paid by him.

#### **4.9 Disputes**

Any issue, difference of opinion, or dispute between any Successful Bidder and the Concessioning Authority (DSCL) pertaining to any aspect of the present Bidding process, shall be settled within jurisdiction at Dehradun.

### **5. BIDDING PROCEDURE AND SCHEDULE**

#### **5.1 General**

The Bidders shall be required to send their queries on the RFP document to DSCL in writing.

## **5.2 Pre-Bid Meeting**

- 5.2.1 The Bidder or his authorized representative is invited to attend a Pre-Bid Meeting, which shall take place at the office of DSCL.
- 5.2.2 The purpose of the Pre-Bid Meeting will be to clarify and discuss issues with respect to the Project, the RFP document or any other related issues.
- 5.2.3 It is advisable to attend the Pre-Bid Meeting. Subsequent to the date of the Pre-Bid Meeting, DSCL may not respond to questions or inquiries from any Bidder who did not attend the Pre-Bid Meeting on any pretext whatsoever.

## **5.3 Amendment of RFP**

- 5.3.1 At any time prior to the Bid Due Date, DSCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document through the issuance of Addenda.
- 5.3.2 In order to give the Bidders reasonable time to take an Addendum into account, or for any other reason, DSCL may, at its discretion, extend the Bid Due Date
- 5.3.3 DSCL, at its sole discretion, retains the right, but is not obliged, to extend the Bid Due Date by issuing an Addendum.

## **5.4 Preparation and submission of Bid**

- 5.4.1 Bidders shall furnish the information strictly as per the formats given in section –IV of this document without any ambiguity. DSCL shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in lack of clarity in interpretation and consequent disqualification.
- 5.4.2 All Bids shall be signed by the duly “Authorized Signatory” of the Bidder.
- 5.4.3 The Authorized Signatory shall initial the Bid on each page. He shall also initial all the alterations, omissions, additions, or any other amendments made to the Bid.
- 5.4.4 All witnesses and sureties shall be the persons of status and probity and their full names and addresses shall be stated below their signature. All signatures in the Bid documents shall be dated.
- 5.4.5 Any firm which submits or participates in more than one Bid for the said Project shall be disqualified.
- 5.4.5 Only original Bid/Proposal Security and Affidavit for Correctness of Bid has to be submitted within the stipulated timeline.

## **5.5 Language and Currency**

- 5.5.1 The Bid and all related correspondence and documents shall be written in English language. If any supporting document attached to the Bid/ Bid is in any other language, the same will be supported by an English translation (duly authenticated/ attested from Indian Embassy in respective countries).
- 5.5.2 The currency for the purpose of the Bid/ Bid shall be Indian National Rupee (INR).



## **5.6 Bidder's Responsibility**

5.6.1 It would be deemed that prior to the submission of Bid, the Bidder has made a complete and careful examination of:

- a) The requirements and other information set forth in this RFP document.
- b) The various aspects of the Project including, but not limited to the following:
  - I. The existing facilities and structures (if any), access roads and public utilities in the vicinity of the Project;
  - II. All other matters that might affect the Bidders performance under the terms of this RFP document, including all risks, costs, liabilities and contingencies associated with the Project.

5.6.2 DSCL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. Bids that are not substantively responsive to the requirements of this RFP document shall be rejected.

## **5.7 Facility Visit**

5.7.1 The Bidders prior to submitting their Bid/ Bid for the Project, are expected to visit and examine the Project sites and surroundings at his/her own expenses, the land to be offered by DSCL "as is where is" basis and ascertain on their own responsibility, information, technical data, traffic data, etc. including actual condition of existing services which may or may not have to be shifted/removed/replaced etc.

5.7.2 It shall be assumed that all these factors were accounted for by the Bidder while quoting his Bid. The Bidder shall be deemed to have full knowledge of the proposed sites whether he inspects it or not.

## **5.8 Document attached with Technical Bid**

5.8.1 The Technical Bid uploaded shall contain the following documents:

- I. Relevant documents (like Certificate of Incorporation, audited financial statements and evidence of experience like client certificate(s), satisfactory work order, satisfactory O&M certificate(s), details of financing arrangements etc.), confirming the "Technical Qualification Conditions" laid down in Clause 4.2;
- II. Letter of Application and Interest (As per Section-IV);
- III. G.S.T. Registration.
- IV. General Information on the Bidder (As per Section-IV);
- V. Power of Attorney for Signing of Application (as per Section-IV);
- VI. Affidavit (As per Section-IV);
- VII. Copy of Bid/Proposal Security

## **5.9 Modification and Withdrawal of Bids**

5.9.1 No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date.

5.9.2 Withdrawal of a Bid during the interval between Bid Due Date and expiration of the Bid Validity Period would result in forfeiture of the Bid/Proposal Security.

## 5.10 Opening of Bids

5.10.1 The Bids will be opened on line by the Authorized Officers of DSCL. The date for opening of Financial Bids shall be intimated in advance to the technically qualified Bidders.

5.10.1 DSCL reserves the right to reject any Bid, if

- i) It is not signed.
- ii) The information and documents have not been uploaded as requested and in the formats specified in the RFP.
- iii) There are inconsistencies between the uploaded Bid and the supporting documents.
- iv) It does not mention the Validity Period as set out in Clause 4.5.1(ii)
- v) There are conditions proposed with the Technical and/or Financial Bids.
- vi) It provides the information with material deviations.

**Note:** A material deviation or reservation is one:

- o which affects in any substantial way, the scope, quality, or performance of the Project, or
- o which limits in any substantial way, inconsistent with the RFP document, DSCL's rights or the Bidder's obligations, or
- o Which would affect unfairly the competitive position of other Bidders" presenting substantially responsive Bids.
- vii) No request for modification or withdrawal shall be entertained by DSCL in respect of such Bids.

## 5.11 Evaluation of Bids

The evaluation will be done in 2 Steps as explained below:

5.11.1 I Step-I, Original hard copy of RFP document fee, Bid/Proposal Security and Affidavit of Correctness of Bid shall be checked. Bids without the appropriate Bid/Proposal Security and Affidavit shall be rejected. The Technical Bids of only those Bidders whose Bid/Proposal Security and Affidavit are found correct shall be then downloaded and evaluated and there after technically qualified Bidders shall be qualified for the financial opening.

5.11.2 In Step-II of evaluation, the Financial Bids shall be downloaded and evaluated. The financial Bid of the technically qualified Bidders who will quote equivalent or more than minimum base value of INR 25,000 (Twenty five thousand) per month will be opened in the presence of Bidders who chose to attend. As per this RFP, the Financial Bid of all the technical qualified Bidders will be compared and the Bidder who has quoted the maximum revenue that they can share with DSCL per

month will be will be marked H1 and subsequent Bidders as H2, H3 etc. Bid/Proposal Security of only H1, H2 & H3 Bidders would be retained till the Concession Agreement is signed between the Successful Bidder, and DSCL. The “Bid/Proposal Security” of the other Bidders would be returned within 60 (Sixty) day of opening of Financial Bids.

5.11.2 DSCL would have the right to review the Bids and seek clarifications where necessary. The response from the Bidder(s) shall only be in writing but no change in the substance of the Bid would be permitted. It is clarified that Bidders are free to make suggestions but are not allowed to submit any conditional Bid as specified earlier.

5.11.3 The Bid (Financial and Technical) should be unconditional and any conditionality attached with the Bid/ Bid may result in the rejection of the Bid.

5.11.4 Financial Bids of Bidders who do not qualify the Step-I of evaluation shall not be opened.

## **5.12 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. DSCL will treat all information submitted as part of all Bids in confidence and will insist that all who have access to such material treat it in confidence. DSCL will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure or due to statutory compliances.

## **5.13 Code of Integrity**

Any person participating in the procurement process shall, -

- 5.13.1 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;
- 5.13.2 Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- 5.13.3 Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- 5.13.4 Not misuse any information shared between the Procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- 5.13.5 Impairing or harming or threatening to indulge in any coercion including to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- 5.13.6 Not obstruct any investigation or audit of a procurement process;
- 5.13.7 Disclose conflict of interest, if any; and

5.13.8 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.

#### **5.14 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:

- 5.14.1 Have controlling partner's/ shareholders in common; or
- 5.14.2 Receive or have received any direct or in direct subsidy from any of them; or
- 5.14.3 Have the same legal representative for purposes of this Bid; or
- 5.14.4 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
- 5.14.5 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
- 5.14.6 The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Works that are the subject of the Bid; or
- 5.14.7 The Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer-in-charge/ consultant for the Contract.

#### **5.15 Acceptance of the Bid**

- 5.15.1 DSCL shall issue Letter of Award (LoA) to the Successful Bidder for the Project.
- 5.15.2 The Successful Bidder is required to send his acceptance on the LoA issued within seven (7) days from the date of its receipt.
- 5.15.3 DSCL shall retain the right to withdraw the LoA in the event of the Successful Bidders failure to accept the LoA within the time limit specified in the above clause.
- 5.15.4 In this event, DSCL shall forfeit the Bid/Proposal Security of the Successful Bidder.

#### **5.16 Execution of Concession Agreement**

- 5.16.1 The Successful Bidder is required to sign the Concession Agreement within 30 (thirty) days from the issuance of the LoA but prior to signing of the Concession Agreement, the Successful Bidder/ Concessionaire must submit the required Performance Security within the specified time.
- 5.16.2 The cost of stamp duty for execution of Concession Agreement, registration charges and any other related Legal Documentation charges and other incidental charges shall be borne by the Successful Bidder.

6.16.3 In case of failure to sign the Concession Agreement within the stipulated time, DSCL shall retain the right to cancel the LoA and forfeit the Successful Bidders Bid/Proposal Security and any other amount deposited till that time without being liable in any manner whatsoever to the Successful Bidder.

#### **5.17 Bid of other Bidders**

5.17.1 DSCL shall return the Bid/Proposal Security received from the Bidders who have not qualified in Step-I of the evaluation, within 60 (Sixty) days of opening of the Technical Bid/ Bid. The Bid/Proposal Security shall be returned without payment of any interest.

5.17.2 Bid/Proposal Security received from all the short listed Bidders after Step-II of evaluation (except H1, H2 and H3) shall be returned within 60 (Sixty) days from the date of opening of Financial Bid, and returned thereafter, without payment of any interest.

# **SECTION - II**

# **SCOPE OF WORKS**

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## 1. SCOPE OF WORK FOR BIDDER

The bidders will be responsible for:

The Water ATM Units will be unmanned and fully electronic and complete in all respect ready for use. The unit has a water tank kept locked above or with the machine. The tank shall connect to RO Plant, which uses pipe supply water for processing. The plant can process 250-1000Lts (Depending upon the capacity) in an hour. The WAUs is equipped with 4 buttons of 300ml with container, 300 ml without container, 1L and 5L. People can scan the card or insert the coin on the WAUs sensor and press the buttons depending on the water requirements. The water dispensing quantity will be 300ml with or without container, 1L and 5 L without container only. A 300 ml biodegradable paper container dispensing unit (automatic) shall be provided for people desirous to have 300 ml water in container .The WAU shall have a proper trash bin for disposal of such used water containers.

**1.1 Designing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through PPP Mode** along with water storage tanks of Stainless Steel (minimum Grade 304) and submitting quarterly test report of output water to the DSCL. The operation of the plant shall be with the Concessionaire for the period as mentioned herein this document.

1.2 Making Water &Power connection at Water ATMs by concessionaire and all electrical fittings and all external electrification charges & water charges will be borne by the successful bidder.

1.3 Quality control and monitoring systems to be incorporated at each ATM location as per the following:

### EMBEDDED DEVICE FOR AUTOMATION FOR FOLLOWING PURPOSES

#### **Quantitative Monitoring**

- i.Number of Glasses and water dispended in denomination of 300 ml ,1 ltr,5.0 ltr (separately) in a day
- ii.Water level in the tank

#### **Water Quality Monitoring**

- i. TDS level of water
- ii. Temperature of water
- iii. pH values of water

#### **Backend Wireless Communication**

- i. GPRS Module for communication with backend web server
- ii. GPS module for Kiosk Location information

#### **Data Logger**

- i. Flash Memory bank for logging Sensor / dispensing data
- ii. Relay Logged info to Server using communication channel

#### **Multi-Processor Integrated Control System with Interface cables/connectors for integration to provide for the following features:**

- i. GPRS based TCP/IP connectivity with web based Server system
- ii. GPS location system
- iii. Flash based transaction data Logging



- iv. Relay Unit for controlling water dispensing nozzles as per the location requirements
- v. Interface for connecting coin-acceptors
- vi. Interface for Card Reader
- vii. Interface for Temperature Monitoring
- viii. Interface for TDS Monitoring
- ix. Interface for pH Monitoring
- x. Interface for Ultra-Sonic Water Level Monitoring
- xi. Controller for displaying water purity parameters on LCD/LED display monitor
- xii. Media Controller For HDMI based 32" display Monitor of 14" screen (diagonal)
- xiii. Built in power supply to connect with 48 v battery

### **Sensors for**

- I. Temperature Monitoring
- II. TDS Monitoring
- III. Ph Monitoring
- IV. Ultra-Sonic Water Level Monitoring
- V. Paper Glass Dispensing through Coin Acceptor
- VI. Water Dispensing
- VII. To work for Rs 1,2,3,and 14
- VIII. Support for Card 'Balance' Rechargeable
- IX. Sensors support for Monitoring Water Temperature, TDS, PH and Water Level in the tank
- X. Display of Water purity parameters on LCD Display of 14" size
- XI. Ability to backup data for 48 hours in-case of server/connectivity outage
- XII. LED display on controller panel box to indicate System Status.
- XIII. Uploading of Transactions and Water parameters data to Server over TCP/IP using GPRS
- XIV. Fall back to SMS in case GPRS connectivity to server is lost temporarily  
*For reliability purpose, these sensors may be tested by DSCL through reputed institutions / test houses.*

### **Other Features**

- i. System operation can be enabled/disabled from server
- ii. Dispense quantities re-configurable from server
- iii. Operator Log-in, log-out feature
- iv. System to operate after successful operator login only.
- v. All card Recharge transactions to be uploaded to server
- vi. All water dispensing transactions to be uploaded to server
- vii. All Water refill transactions to be uploaded to server
- viii. Each dispensing unit shall be independently manageable from the server for coin or card operation of any value

1.4 Proper arrangement for disposal of waste water has to be made by the bidders to nearest Nalla.

1.5 Making own arrangement during non-availability of piped water. DSCL is not liable to supply water to ATMs during such period, and nothing is payable by DSCL to the Concessionaire during such

periods. However, the water before being dispensed to the public shall be treated with suitable filtration process to meet BIS 14543 standard at all times.

- 1.6 Any other related works/activities as may be necessary for its successful operation.
- 1.7 ATM will be constructed as per the layout approved by the DSCL.
- 1.8 Water ATM shall be equipped with provision for chilled water (water with temperature around 15 degrees Celsius during summers).
- 1.9 The Concessionaire will have a suitable technology which is environment-friendly to treat water. The water quality parameters of output water to be as per BIS 14543 standards at each ATM location.
- 1.10 The successful bidder shall provide in-built litter spaces in each water ATM.
- 1.11 Commercial advertisements will be allowed at Water ATM unit according to DSCL. Rules.
- 1.12 LED signage showing DSCL's name and logo in minimum size 45cm x 45cm shall be displayed at every Water ATM unit

### **Specifications:**

- i. Each ATM should be equipped to dispense glass of water of 300 ml capacity (eco-friendly biodegradable cups/glass of minimum 170 GSM paper)
- ii. Filling Speed: about 4-5 litre/minute
- iii. Operational Time – 6 AM to 10 PM every day which may be amended in consultation with DSCL.
- iv. ATM Unit Dimension: Cubical/cylindrical in shape with base area up to 20 sq. feet, which may be increased upto 30 Sq. feet with the prior approval of DSCL.
- v. The ATM shall have the provisions for Float valve for overflow control

## **2. GENERAL REQUIREMENTS**

- 2.1 The output water quality characteristics will be as per BIS 14543.
- 2.2 The Concessionaire has to design supply, install, commission, and maintain the Water ATMs for the time period as mentioned in this document. The Concessionaire will maintain **a safe, clean and hygienic environment in and around the Water ATM.**
- 2.3 The Concessionaire should have their own testing facilities for water. The Concessionaire should analyse the water sample for all parameters as per BIS 14543 norms in a quarterly manner or as and when required/directed by DSCL from a NABL accredited Lab. Concessionaire shall maintain proper record in this regard. The Attendant of Concessionaire shall be available at the Water ATM during the operation time. A LED/LCD digital screen of at least 14 inch diagonal showing 3 key parameters of BIS 14543 standards namely pH, hardness, TDS & temperature on a real time basis in an interval of 2-5 minutes.
- 2.4 The maintenance of pipelines etc. from point of connection onwards to the Water ATMs shall be responsibility of Concessionaire during the concession period
- 2.5 Making connection for raw water:-  
The Concessionaire shall be responsible for executing works for making connection for Water ATMs from the source of water supply including cost of all material and labour etc. The cost will be borne by the Concessionaire. The cost of filtration process at each ATM, to ensure quality of water as per BIS 14543 standard shall be the responsibility of the Concessionaire.
- 2.6 Disposal of used paper glass waste would be placed in bin placed at Water ATM. generated at each Water ATM. In case of Non-performance severe penalties would be levied on the Concessionaire by DSCL as applicable under existing laws related to littering in public areas.
- 2.7 The Concessionaire shall install the required equipment and maintain the same for a period of five years from the date of Concessionaire requirement of water ATMs as per the conditions prescribed in this document, and in the time frame prescribed at his own cost.

- 2.8 The Concessionaire shall perform all routine maintenance to ensure that all water ATMs shall remain in working condition.
- 2.9 The Concessionaire will depute duly trained technician along with necessary spares etc,at Dehradun at their own cost & arrangements for O&M requirements of all water ATM.
- 2.10 The output water shall be distributed daily between 6:00 am to 10:00 pm on all days from water ATMs. However, DSCL 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.
- 2.11 The Concessionaire will be responsible for maintaining the service level standards otherwise penalty will be levied as per penalty clause.
- 2.12 The Concessionaire shall provide trained manpower to maintain the water ATMs to ensure the provision of quality services.
- 2.13 The Concessionaire shall provide and maintain the electrical and plumbing fittings of all types at the Water ATM in good working condition.
- 2.14 The Concessionaire shall provide LED boards for display of BIS 14543 water quality parameters including:-
  1. pH
  2. Temperature
  3. Water Level
  4. TDS
- 2.15 Concessionaire should ensure that all the Water ATM (in a pocket) are working all the time and annual repair/maintenance etc. shall be carried out periodically at his own cost.
- 2.16 To maintain premises clean, safe hygienic and risk free in and around the Water ATM (approx. Two meter radii) is the responsibility of Concessionaire. The Attendant of the Concessionaire shall ensure that all the eco-friendly bio- degradable paper glass shall be disposed of by the user within litterbin kept at each ATM.
- 2.17 Online information of daily report to DSCL
- 2.18 DSCL reserves the right to inspect and take sample of any ATM at any time during the operational period.
- 2.19 During the non-availability of piped water from Uttarakhand Jal Sansthan concessionaire shall make his own arrangement of water.
- 2.20 The water storage capacity of raw water at each ATM should be minimum 1000 Litre which can be increased as per the requirement.

### **3. OTHER REQUIREMENTS:**

- 3.1 All the successful Concessionaires will have to ensure collection of the samples from the respective sites and meeting of the design criteria.
- 3.2 Bidders would need to submit their O&M expenditure information to the Engineer-in-Charge on a quarterly basis for the records of DSCL.

### **4. TESTING AND INSPECTION**

**4.1 Third Party inspection:** The charges for third party inspection, if any, would borne by the Bidder.

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

## 5. DELIVERY/COMMISSIONING

The commissioning period of all the water ATMs is 6 months from the date of the signing of the Concession Agreement.

## 6. PENALTY IN CASE OF NON-PERFORMANCE

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

In case the quality of water is not as per BIS 14543 standard the ATM operation of dispensing water should be stopped immediately. DSCL will impose a penalty of Rs 1000 for each such event at the Water ATM concerned. If this non-performance containing for more than 1 days, Penalty in case of Non-operational beyond 3 hours in a day with respect to ATM shall be as follows:

- |      |              |                           |
|------|--------------|---------------------------|
| I.   | up to 4 days | Rs.2000/- per day/per ATM |
| II.  | 4-7 days     | Rs.3000/- per day/per ATM |
| III. | above 7 days | Rs.5000/- per day/per ATM |

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

In case of non-compliance of water quality with BIS 14543 standard and / or non-operation for 480 ATM-days in a month (this is for 24 ATM), the contract is liable for termination.

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

## 7. SCOPE OF DSCL

DSCL shall be responsible to provide: Space for water ATMs unit.

## 8. CONSTRUCTION REQUIREMENTS FOR Water ATMs

### 8.1 GENERAL

- i. The Concessionaire shall design ATM's in such a way that material considered for design and construction should only be of Stainless Steel (minimum Grade 304) including storage.
- ii. The Concessionaire shall take water connection from Uttarakhand Jal Sansthan and power connection from Uttarakhand Power Corporation limited at their own cost. In case, piped water supply is not feasible at any particular location, as listed in RFP, then final location for installation of ATM at that location shall be decided by DSCL in the nearby vicinity where piped water supply is feasible.
- iii. The Concessionaire shall design ATM's in such a way that, in case quality of supplied through Water ATM is not as per required standards, then plant/ ATM should be automatically shut down. The Concessionaire should bring this 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.
- iv. Specifications shape and design of the ATM shall be provided by the Concessionaire for each and every location (for illustrative design) before start of work and only after obtaining clearance from DSCL, ATMs should be installed at respective locations.
- v. Concessionaire shall design ATMs 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 ATMs on account of no water situation, since present water supply in DSCL area is intermittent.  
Provided that the Concessionaire shall ensure that the technology chosen is

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

### 9. LOCATIONS FOR INSTALLATION OF WATER ATMS.

S.No	Location
1	Kanwali Road outside MDDA colony
2	Kanwali Road Laxman Chowk near Police Chowki
3	Jhanda Bazar out side of Darbar Saheb
4	Railway Station (Darshani Gate)
5	Tilak Road opp.Rawat Band
6	Tilak Road Near Sahkari Bank
7	Tilak Road opp.SBI ATM
8	Machi Bazar entrance
9	Chakrata Road Near LIC Building
10	Chakrata Road opp. Prabhat Cinema
11	Clock Tower Near (Dr B.R Ambedkar) Statue
12	Kotwali Chowki Entrance
13	Dhamawala
14	Tehseel Chowk near foot bridge (right side) towards Clock Tower
15	In Collectrate near Sanik kalyan &Punarvas
16	Inside Doon hospital
17	ISBT
18	Lensdowne Chowk
19	Gandhi Park inside
20	Parade Ground
21	Survey Chowk near Bus Stand
22	Near DAV & DBS College
23	Sachivalya (outside parking)
24	MKP Chowk near Heritage School

Total Locations considered- 24 Nos

NOTE: If there is any problem with the availability/ feasibility w.r.t. location for installation of Water ATM at any particular location/ locations, equivalent location in consultation with concessionaire shall be decided.

## **10. Rate of Water Decided by DSCL**

300 ml without biodegradable glass – Rs. 1.00  
300 ml with biodegradable glass– Rs. 2.00  
1 Ltr without Container – Rs. 3.00  
5 Ltr without Container – Rs. 14.00

## **11. Output water quality should be as per BIS14543 Requirements limits.**

## **12. Specifications for the ATM Unit and Development of Site**

### **12.1 General requirements**

- a. General requirements and specifications for ATM Unit –space requirement for accommodating system.
- b. Maximum covered area of ATM Unit shall be 30 sq. ft.
- c. Indicative design for each Water ATM is annexed at however the final drawing design submitted by Concessionaire shall be approved by DSCL.
- d. It is mandatory for every bidder to submit layout plan showing the above maximum area requirement along with their bids. Bids of the bidders not complying with this are liable to be rejected.
- e. Water Storage Tank shall be placed inside the ATM Structure.
- f. Height of ATM shall be upto 8 Ft which can be increased/adjusted suitably to accommodate raw water tank over the ATM.

### **12.2 Units of ATMs:**

- a. ATM Housing structure shall be of Stainless Steel (minimum Grade 304) with puff in between.
- b. Thickness of Stainless Steel (Inner & Outer) should be minimum 0.5 mm duly filled with puff of 40 to 50 mm thickness. The outer design should aesthetically gel with the surroundings.
- c. Ensure the structural stability and safety of the ATMs.
- d. The structure should be appropriate to protect the whole ATM system, including its equipment and accessories in all weather conditions and it should withstand the extreme climatic variations of Uttarakhand.
- e. The roof material of canopy should be PP reinforced UV stabilized Poly Vinyl/FRP covering.
- f. The total floor area and canopy area of the ATM should be covered with Good quality vitrified/anti-skid tiles as approved by DSCL.
- g. The ATM should be provided with a LED sign board indicating the DSCL logo of 45 cm X 45 cm size and Water ATM as per the design approved by DSCL.
- h. All the material, being in direct tough of water inside the machine shall be of food grade quality.
- i. To minimize the wastage of water through System/RO, it is specified that water reused/use shall be more than 90% (wastage should not be more than 10%)

### 13. Indicative Design of Water ATMs



**SECTION - III**  
**General Conditions of Contract**



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## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Concession Agreement, unless the context otherwise require in consonance with applicable laws, the words, phases expression shall have respective meaning as defined below: -

- a) **“Applicable Laws”** means all laws which are applicable but not limited to , statutes, customs, conventions, regulations, rules, by-laws, judgements, decrees, injunctions, writs and orders of any Court as well as administrative and judicial directives, notifications,, as for the time being in force during, before and after the subsistence of this Agreement.
- b) **“Associates”** means in relation to either Party, a person or entity who is controlled by and/or is under the common control of such Party . As used in this definition, the expression “control” shall mean in respect of a person or entity, the ownership and management as well as execution of decision of which, directly or indirectly and more than 50% of the voting shares of such person or entity.
- c) **“Book Value”** shall mean the written down value in the audited books of a specific asset or class of assets in accordance with generally accepted accounting principles and applicable accounting standards for the time being in force in India.
- d) **“DSCL” shall** mean the Chief Executive Officer of Dehradun Smart City Limited.
- e) **“Clearance” shall** mean, as on the date of execution of this Agreement, any consents, licenses, approvals, permits, exemptions, registrations, filings or other authorizations of whatever nature, which is necessary for effective implementation of the Project
- f) **“Commercial Charges”** shall mean the Tariffs as per MDDA/Municipal Corporation guidelines levied by the concessioner for Water ATM users and charges for display of advertisements on such Water ATMs.
- g) **“Concession” or “Concession Agreement”** shall mean and include this signed Concession Agreement (including the Schedules of the Concession Agreement, the “Letter of Award” issued by DSCL, the written clarification(s), addendums, amendments, all annexure, forms etc attached therewith to the RFP Document issued subsequently to the Bidders and all other documents/papers attached as annexure/ appendix therewith).
- h) **“Concessionaire” shall** mean the Successful Bidder formed under the Companies Act, 1956 or the Companies Act 2013 and shall include its Successors, assigns, directors, officials, managers, substitutes,
- i) **“Concessionaire's Representative”** means the Persons appointed by Concessionaire for the execution of this project
- j) **“Concession Period”** shall mean the period for which this Concession is granted, commencing from the Compliance Date unless the termination or transfer of the project along with all the assets and liabilities takes place.
- k) **“Conditions Precedent”** means the conditions set out in Article 4 hereof.
- l) **“Competent Authority”** shall mean DSCL as well as MDDA, any agency, authority, department, ministry, public or Statutory Creature, of the State of Uttarakhand, Government of India, or any local authority, or any other sub-division thereof having authority over the implementation of the Project having jurisdiction over all or any part of the Project and/or the performance of all and/or any of the services and/or obligations of the Concessionaire under and/or pursuant to this Concession Agreement.

- m) **“Compliance Date”** shall mean the date of issuance of any Certificate of Compliance by the Concessioneing Authority and/or Competent Authority with regard to execution of the works in furtherance to this Agreement.
- n) **“Concession Agreement Completion Certificate”** means the certificate issued under **Article 11..**
- o) **“Cost” shall** mean all expenditure properly incurred or to be incurred by the Concessionaire, on the Project, including overheads and similar charges, but does not include profit.
- p) **“Day” shall** mean a calendar day, **“Month” shall** mean 30 (thirty) days and **“Year”** means 365 days of the English Georgian Calendar.
- q) **“Project Report” shall** mean the project report including the drawings charts, diagram, and graphical representations, as submitted by the Concessionaire and on the basis of which the Concessionaire shall complete the development/Installation of the Water ATM Unit.
- r) **“Development/Installation” shall** mean the Construction and Installation of Water ATM Unit as per the Project Report approved by the Concessioneing Authority and/or Competent Authority and in accordance with all schedule provided in this document and all other provisions of the Concession Agreement including the Schedules, all annexure, appendixes, addendums, amendments to this Agreement.
- s) **“Directives” shall** mean any and/or all present or future requirement disclosed, notifications, instructions, directions, orders, rules, regulations issued by any Competent Authority or the state or by the Concessioneing Authority and/or the Competent Authority and/or the State of Uttarakhand and/or the Government of India and/or the DSCL from time to time to the Concessionaire as well as any and/or all modifications, extensions amendments, replacements thereto for the time being in force..
- t) **“Encumbrances” shall** mean any and/or all encumbrances such as mortgage, charge, pledge, lien, hypothecation, security, interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Water ATM’s, physical encumbrances or encroachments on the Water ATM’s.
- u) **“Equity”** means the sum expressed in Indian Rupees representing the equity share capital of the Concessionaire and shall include the funds advanced by any Joint Venture (JV) Member or by any of the shareholders of the Concessionaire for meeting the equity component of the Total Project Cost.
- v) **“Financial Close”** means the date on which the Financing Documents with respect to the Financing Package for the Project have been executed and become effective and the Concessionaire has fulfilled all the conditions needed for draw down of Financing and the Concessionaire has immediate access to such Financing and which shall in any case not be later than 120 days from the date hereof in this document.
- w) **“Financial Model”** means the financial model adopted by Senior Lenders setting forth the capital and operating costs of the Project and revenues there from on the basis of which the financial viability of the Project has been determined by the Senior Lenders, and includes a description of the assumptions and parameters used for making calculations and projections therein.
- x) **“Financing Documents” shall** mean the documents executed by the Concessionaire in respect of financing of the Project to be provided by the Senior Lenders by way of loans,

guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security arrangements, and other documents.

- y) **“Financing Package”** or **“Financing”** shall mean the financing package of the Project furnished by the Concessionaire indicating the Total Project Cost and the means of financing thereof and shall be deemed to have been modified to the extent as submitted to the Senior Lenders and as approved by the Senior Lenders for the purposes of funding the Project.
- z) **“Force Majeure”** or **“Force Majeure Event”** shall mean acts, events, conditions and/or occurrences as specified in the Article 16.
- aa) **“Good Industry Practice”** shall mean those practices, methods, techniques, standards, skill, diligence and prudence which are generally and reasonably expected and accepted from a reasonably skilled, prudent and experienced operator engaged in construction and operation of projects akin to the Project. It would include good engineering practices in the design, construction, installation, and project management which would be expected to result in the performance of its obligation by the Concessionaire and in operation and maintenance of the Project in accordance with this Concession Agreement, Applicable Laws, and Clearances, reliability, safety, environment protection, economy and efficiency.
- bb) **“GOUK”** shall mean the Government of the State of Uttarakhand, its respective departments or any other authorities, agencies and instrumentalities functioning under the direction or control of the Government of Uttarakhand and its administrators, successors and assigns as well as Public Sector undertakings, statutory creatures, any juristic entities having nominated or deputed any Public Servant which financially and administratively subject to control of the state of Uttarakhand.
- cc) **“Water ATM Unit (WAU)”** shall have the meaning as described in Section -II and to be developed as per Schedule-I of Section V *as per this Concession Agreement*.
- dd) **“Independent Auditor/ Valuer”** shall have the meaning as prescribed here in this document
- ee) **“Implementation Completion Certificate”** means the certificate issued under Article 9.1.
- ff) **“Implementation Period”** or **“Time for Completion of Implementation”** shall mean the period from the Compliance Date to the date of issue of Implementation Completion Certificate, wherein the development and installation of the Water ATM Units has been completed and made operational, as per Schedule- I &IV and all other applicable provisions of this Concession Agreement.
- gg) **“Operation and Maintenance Period”** shall mean the period commencing from the Operations Date till the termination and/or extinguishment and/or transfer, whichever is later.
- hh) **“Operations Date”** or **“Date of Issuance of Implementation Completion Certificate”** shall mean the date on which the Concessioneing Authority and/or Competent Authority issues an Implementation Completion Certificate for the Project Units and the Concessionaire commences the commercial operation for the Water ATMs.
- ii) **“Party”** shall mean any of the parties to this Concession Agreement.
- jj) **“Performance Security”** shall mean a Bank Guarantee or any other mode for an amount as prescribed in this document and shall be in the format as set out in Section V, Schedule-II, from a scheduled bank approved by the Concessioneing Authority.















































































































