

RE-TENDER

Request for Proposal for Setting up Solar Based Water ATM for Safe Drinking Water including Designing, Construction / Installation, Operating and Maintenance of Solar based Water ATMs for Period of 3 Years in Moradabad Smart City

RFP Ref. No. : 716/MSCL/2021(1)

(National Competitive Bidding)

[QCBS (70:30)]



ISSUED BY:

THE CHIEF EXECUTIVE OFFICER,

MORADABAD SMART CITY LIMITED,

Moradabad Smart City, Type- D/A-3, Eleven Orchid,

Near Circuit House, Moradabad. – 244001

0591-2971001

DISCLAIMER

The information contained in this Request for Proposal document (the "RFP")/ Bid Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by Moradabad Smart City Limited (the "MSCL") including their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and neither an offer nor invitation by MSCL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their offers (the "Bids") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by MSCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the MSCL including their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents and associated documents, may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MSCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

MSCL including their employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in the Bidding Process.

MSCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the MSCL is bound to select a Bidder or to appoint the Selected Bidder or Bidders, as the case may be, for the Project and MSCL reserves the right to reject all or any of the Bidders or Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MSCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and MSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Contents

SECTION-I Notice Inviting Tender	1
Section 2: Instruction to Bidders	3
1. Introduction and General Instruction.....	3
1.1 Name of the Project.....	3
1.2 Definition.....	3
2. Eligible Bidders:	3
3. Cost of Bidding:	3
4. Instruction for Online Bid Submission.....	4
5. FRAUD AND CORRUPT PRACTICES	5
6. TERMS OF BIDDING	6
7. BID DOCUMENTS:	7
8. CLARIFICATION OF BID DOCUMENTS:	7
9. AMENDMENT OF BID DOCUMENT:	7
10. DOCUMENTS COMPRISING THE BID:	8
11. DELETED	9
12. BID PRICES:	9
13. DOCUMENTS ESTABLISHING BIDDER'S TECHNICAL ELIGIBILITY AND QUALIFICATION:.....	10
14. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS: .	10
15. TENDER FEE & BID SECURITY:	11
16. PERIOD OF VALIDITY OF BIDS:	12
17. FORMATS AND SIGNING OF BID.....	12
18. Site visit and verification of information.....	12
19. LATE BIDS:.....	13
20. MODIFICATIONS AND WITHDRAWAL OF BIDS:	13
21. OPENING OF BIDS:	13
22. DELETED.	13
23. Bid Evaluation Process	13
23.1 Quality and Cost based Selection (QCBS) methodology.....	14
23.2 Bid Opening	14
23.3 Evaluation of Pre-Qualification Proposals	15
23.3.1 Table: Pre-Qualification Criteria	16
23.4 Evaluation of Technical Proposal	17
23.4.1 Table: Technical Evaluation Criteria.....	17

23.5 Financial Proposal Evaluation	18
23.6 Financial Evaluation	19
23.7 Award Criteria	19
24. Letter of Acceptance (LOA).....	19
25. Signing of Agreement	19
26. Failure to agree with the Terms and conditions of the RFP/Contract.....	19
27. Indemnity	19
28. Written Agreement	20
29. CONTRACT NEGOTIATIONS AND AWARD OF CONTRACT	20
30. PERFORMANCE SECURITY	20
31. SCHEDULE OF PAYMENT	20
32. TIME SCHEDULE:	21
33. CONTACTING THE PURCHASER:	22
34. AWARD OF CONTRACT	22
35. ANNULMENT OF AWARD:	23
36. DEBARRING	23
37. DISQUALIFICATION	24
38. PENALTY	24
39. Country which shares land borders with India	25
SECTION – III.....	27
DATA SHEET	27
SECTION IV	29
ANNEXURES	29
Annexure – I	30
TERMS OF REFERENCE	30
SCOPE AND SPECIFICATION	30
Annexure – 2	44
TENDER ACCEPTANCE LETTER.....	44
Annexure – 3	45
TECHNICAL BID FORMAT	45
3.1 Format to share Particulars of the Bidder.....	45
3.2 Format for Project Citation (Similar Works).....	45
3.3 Format for Annual Turnover	45
3.4 Details of past assignments.....	46
3.5 Team Composition.....	46

Annexure 4.....	48
Format for Declaration by the Bidder for not being Blacklisted / Debarred.....	48
Annexure 5.....	49
Format of sending tender queries	49
Annexure 6.....	50
PERFORMANCE SECURITY BOND FORM	50
Annexure 7.....	51
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING	51
Annexure – 8.....	52
Annexure - 9	53
Contract Form.....	53
Annexure – 10	55
PRICE SCHEDULE	55
Annexure -11.....	56
BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT/BID SECURITY	56
SECTION 5	58
GENERAL CONDITIONS OF THE CONTRACT	58
GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT	58
1. APPLICATION:	58
2. STANDARDS:	58
3. PATENT RIGHTS:.....	58
4. PERFORMANCE SECURITY:.....	58
5. INSPECTION, VALIDATION AND TESTS	59
6. DELIVERY:.....	60
7. WARRANTY:.....	60
8. PAYMENT TERMS:.....	60
9. PRICES	61
10. Change in Purchase Order:.....	61
11. SUBCONTRACTS.....	61
12. DELAYS IN THE CONTRACTOR’S PERFORMANCE:	61
13. LIQUIDATED DAMAGES.....	62
14. FORCE MAJEURE	62
15. TERMINATION FOR DEFAULT	62
16. TERMINATION FOR INSOLVENCY	63
17. ARBITRATION	63

18. SET OFF	64
19. PRODUCT DETAILS	65
20. Compensation for delay	65
21. Extension of time	65
22. Definition of Engineer-in-charge	65
23. Contractor to adhere to labour laws/regulation	65
24. Cost of Water connection, execution of work.....	66
25. Fair Wage Clause.....	66
26. Safety code.....	67
27. Retired Gazetted Officers barred for 2 years	67
28. Quality Control	67
29. Operation & Maintenance	67
30. OTHER CONDITIONS	67
SECTION - VI.....	72
SPECIAL CONDITIONS OF CONTRACT	72
1. DEFINITIONS.....	72
2. COMMUNICATION BETWEEN MSCL AND THE CONTRACTOR	72
3. CONTRACT	72
4. MONTHLY REPORTS AND MEETINGS	73
5. Contractor's general obligations.....	74
6. REFUND OF SECURITY DEPOSIT	76
7. OPERATION AND MAINTENANCE MANUALS	76
8. FORFEITURE OF PERFORMANCE SECURITY.....	76
9. CHANGE IN CONSITUION OF FIRM.....	76
10. REPUDIATION OF CONTRACT	76
11. LEGAL PROCEEDINGS	76
12. FAILURE OR BREACH OF CONTRACT	77
13. Output parameters of treated water.....	77
14. OPERATIONS	77
15. TERMINATION.....	77
16. INDEMNIFICATION	77
17. OTHER IMPORTANT CONDITIONS	78



MORADABAD SMART CITY LIMITED

Moradabad Smart City Limited, Water Works Compound, Pili Kothi, Civil Lines, Moradabad- 244001. ☎ 0591-2971001

SECTION-I Notice Inviting Tender

No.:716/MSCL/2021(1)

Date:27/02/2021

The Chief Executive Officer (CEO), Moradabad Smart City Limited (MSCL) invites E-Re-Tenders for the following work:

S. No	Name of the Project	Tender Fee Non-Refundable (Rs.)(Including GST)	Earnest Money Deposit/ Bid Security (Rs.)	Tender Download Start Date and Time	Last time and date for online bid submission
1	Request for Proposal for Setting up Solar Based Water ATM for Safe Drinking Water including Designing, Construction / Installation, Operating and Maintenance of Solar based Water ATMs for Period of 3 Years in Moradabad Smart City	29,500/-	8,96,000 /-	02.03.2021 At 11:00Hrs.	16.03.2021 At 16:00Hrs

1. Tender documents will be available and can be downloaded from the e-procurement website www.etender.up.nic.in.
2. Bidders are requested to submit their tender fee via RTGS or NEFT or in the form of FDR /Demand Draft/ Small Saving Instruments from any scheduled Nationalized Bank in favour of "Municipal Commissioner/Chief Executive Officer, Moradabad Smart City Limited," payable at Moradabad, valid for a period of 180 days from the date of Tender opening and shall be delivered physically to Smart City Office, Peeli Kothi, Moradabad on or before Bid submission end date.
3. The last date of Tender Queries submission is 09/03/2021 till 11:00 Hrs through E-Mail on email id moradabadsmartcitylimited@gmail.com
4. The response to the Tender Queries would be published as corrigendum, addendum or Clarifications on the e-procurement website www.etender.up.nic.in only.
5. Corrigendum, Addendum and Clarifications if any would be issued on eProcurement portal i.e. etender.up.nic.in and website www.moradabadsmartcity.in. The bidders should check the same periodically for updates.
6. If any date specified herein is a holiday, then the next working day would be considered for the activity and the time will remain the same.
7. Other details can be seen in the RFP Document.

Chief Executive Officer,
Moradabad Smart City Limited,
Moradabad

INSTRUCTION TO BIDDERS

(ITB)

Section 2: Instruction to Bidders

1. Introduction and General Instruction

Moradabad, located on south bank of River Ramganga, with 8.9 Lakhs population (Census, 2011) and area of 75 Km², is a diversified city and popularly known as "Peetal Nagri" (Brass City) of India. Moradabad city was named after Prince Murad Baksh, the son of Mughal Emperor Shah Jahan. Brass industry in Moradabad was established during Mughal period as it used to be the coin making place for Mughals which progressively turns to 2,800 Cr economy of Brass industry.

The objective of the sub project is to enable citizens and visitors to access safe drinking water at various locations within Moradabad City by installation of modern water ATMs at suitable locations. From the water ATMs, potable water is proposed to be supplied to the consumer through his/her drinking bottle or container or through paper cups.

1.1 Name of the Project

"Request for Proposal for Setting up Solar Based Water ATM for Safe Drinking Water including Designing, Construction / Installation, Operating and Maintenance of Solar based Water ATMs for Period of 3 Years in Moradabad Smart City"

1.2 Definition

- a) "The Purchaser/Tender Inviting Authority (TIA)" means Moradabad Smart City Limited (MSCL).
- b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- c) "The Goods" means all the equipment, machinery, electronic Hardware/Software and/or other materials and services, which the Contractor is required to supply to the Purchaser under the contract.
- d) "The Contract Price" means the price payable to the Contractor under the purchase order for the full and proper performance of its contractual obligations.
- e) "Validation" is a process through which the equipment/System is tested to ascertain its performance against set technical standards as per Tender Specification. Validation is carried out in simulated field environment and includes stability, reliability and environment tests.

2. Eligible Bidders:

This invitation for bids is open to Original Manufacturers (OEM)/ Authorized Dealers / Authorized distributors / Indian Companies of the tendered works and goods as given in Annexure-I Terms of Reference. The Bidder must have a Permanent Account Number (PAN) and a currently valid Goods and Service Tax (GST) Registration Certificate.

3. Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4. Instruction for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Public Procurement Portal for e Procurement at <https://etender.up.nic.in>

1. Instructions to the Bidders to submit the bids online through the Public Procurement Portal for e Procurement at <https://www.etender.up.nic.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.
4. During enrolment/registration, the bidders should provide only valid and true information including valid email id.
5. Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
6. 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.
7. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
8. Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
9. 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.
10. Bidder should take into account the corrigendum/ addendum, if any published before submitting the bids online.
11. 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.
12. 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. 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 document/schedule in advance and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats.
15. If there is more than one document, all may be clubbed together and provided in the requested format.
16. Bid documents may be scanned with 100 dpi with black and white option.
17. 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.
18. 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.
19. Bidder should submit the Tender Fee/ EMD 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.
20. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
 21. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
 22. 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.
 23. The bidder has to digitally sign and upload the required bid documents one by one as indicated.
 24. 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 and Special Conditions of Contract (GCC and SCC) without any exception.
 25. 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.
 26. 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.
 27. 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.
 28. 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.

5. FRAUD AND CORRUPT PRACTICES

The MSCL requires that Bidders should observe the highest standard of ethics during the procurement and execution of such contracts. In such pursuance of this policy, the MSCL:

- i. Defines, for the purposes of this provision, the terms set forth as follows:
 - a. "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - b. "fraudulent practice" means a misrepresentation of facts in order to influence procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition).
- ii. will reject a Bid for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and
- iii. will declare a Bidder/firm ineligible, either indefinitely or for a stated period of time, to be awarded any MSCL contract if it at any time determines that the Bidder/firm has engaged in corrupt or fraudulent practices in competing for or in

executing, any MSCL contract.

6. TERMS OF BIDDING

This Request for Proposal (RFP) is open to all Bidders.

- Joint venture/ Consortium is not allowed.
- Bidders shall not be under a declaration of ineligibility for delay, failure or corrupt and fraudulent practices by any of the State Govt. or Central Govt. or Public Undertaking or Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Agreement as given in GCC and SCC in Section- V and VI shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- The Bid shall be unconditional. In case there is any condition or any other stipulation contained in the Bid, the Bid shall be liable for rejection as a non-responsive Bid.
- The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- The Bidding Documents including this RFP and all attached documents are and shall remain the property of MSCL and are transmitted to the Bidders solely for the purpose of preparation and the submission of their Bids in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use this information for any purpose other than for preparation and submission of their Bid. MSCL will not return any Bid or any information provided along therewith.
- Against this tender, either the Sole Selling Agents/Authorized Dealers/ Distributors on behalf of the Principal Manufacturer or the Principal Manufacturer themselves can bid but both cannot bid simultaneously for the same item/product in the same tender.
- If Sole Selling Agents/Authorized Dealers/ Distributors submits bid on behalf of a Principal Manufacturer, the same Sole Selling Agents/Authorized Dealers/ Distributors shall not submit a bid on behalf of another Principal Manufacturer in the same tender for the same item/product.
- A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of MSCL in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA/ Purchase Order or (ii) execution of the Agreement. In the event any such adviser is engaged by the Selected Bidder or Contractor, as the case may be, after issue of the LOA/ Purchase Order or execution of the Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA/ Purchase Order or the Agreement and without prejudice to any other right or remedy of MSCL, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which MSCL may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without MSCL being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder in any manner for matters related to or incidental to such Project in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
- Any award of Contract pursuant to this RFP shall be subject to the terms of Bidding Documents.

7. BID DOCUMENTS:

7.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- a) Notice Inviting Tender (Section I)
- b) Instructions to Bidders along with instructions for online bid submission (Section II)
- c) Data Sheet (section III)
- d) Terms of Reference (Work Scope and Technical Specifications) (Annexure I)
- e) Format for Tender Acceptance Letter (Annexure II)
- f) Technical Bid Formats (Annexure III)
- g) Format for Declaration of not being Blacklisted (Annexure IV)
- h) Format for Sending Tender Queries (Annexure V)
- i) Format for Performance Security Bond Form (Annexure VI)
- j) Format for Letter of authorization to attend bid opening (Annexure VII)
- k) Format for Restriction on Procurement from a Bidder of a country which shares land borders with India (Annexure VIII)
- l) Agreement format (Annexure IX)
- m) Format for Price Schedule/ Financial Bid (Annexure X)
- n) General (Commercial) Conditions of the Contract (Section V)
- o) Special Conditions of the Contract (Section VI)

7.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document.

Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Document in every respect will be at the bidder's risk and may result in rejection of the bid.

8. CLARIFICATION OF BID DOCUMENTS:

Clarification required by the Bidder:

8.1 A prospective bidder, requiring any clarification of the Bid Document shall notify the Purchaser online. The Purchaser shall respond online to any request for clarification of the Bid Documents in given specific Date & Time and clarification by the Purchaser shall be sent to the prospective bidder online.

8.2 Any clarification issued by MSCL in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document.

8.3 No queries or clarification would be entertained after the pre bid meeting.

Clarification required by the TIA/ Purchaser:

8.4 To assist in the examination, evaluation and comparison of bids the TIA/Purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing

9. AMENDMENT OF BID DOCUMENT:

9.1 At any time, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

9.2 The amendments shall be notified online only through corrigendum, addendum or clarifications if any.

9.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

10. DOCUMENTS COMPRISING THE BID:

Online bids under two-envelope/ cover system comprising of

- (1) The Technical bid and should be submitted online on e-Procurement Portal
- (2) Financial bid should be submitted online on e-Procurement Portal

10.1 The technical bid should contain the scanned copy of following documents. The documents shall be arranged in the same order as mentioned below with the checklist being on the top of documents.

TABLE 10.1 CHECKLIST

Sr.No.	Document	Page No.
1	Tender Acceptance Letter [as per Annexure 2]	
2	Letter of Authorization to attend bid opening [as per Annexure 7]	
3	Format for Restriction on Procurement from a Bidder of a country which shares land borders with India (Annexure VIII)	
4	Clause by Clause compliance demonstrating substantive responsiveness to the commercial condition by signing and stamping on all the pages of the original bid document by authorized person(s) [as per clause 14 of section II]	
5	Certificate of Incorporation/ Registration of Firm Certificate/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be [as per clause 13 of Section II]	
6	Copy of Income Tax Return for last three Financial Years [as per clause 13 of section II]	
7	Copy of PAN [as per clause 13 of section II]	
8	Copy of Goods and Service Tax Registration Certificate [as per clause 13 of section II]	
9	Certificate to the effect that the firm is not blacklisted by any Govt. Organization/ DGS&D/ NCCF/ PSU (Annexure IV)	
10	No near relative certificate [as per Clause 35 of Section II]	
11	Technical Bid Formats (Annexure 3)	
12	For EMD Exemption: Self-attested scanned copy of valid registration certificate of MSME which are registered under MSME / Startups recognized by DIPP, exemption certificate and MSME declaration for availing EMD Exemption.	
13	Approach and Methodology	
14	Detailed description of the Water ATM Machine/technology offered along with automation details	
15	A Notarized affidavit and undertaking that the workers employed would be paid at least minimum wages (both for skilled and unskilled) as per orders of Govt. of UP. [as per Clause 23.3.1 of Section II]	
16	Set 1: Pre- Qualification Criteria [as per Clause 23.3.1 of Section II]	
17	Set 2: Technical Qualification Criteria [as per Clause 23.4.1 of	

Sr.No.	Document	Page No.
	Section II]	
18	Declaration of complying clauses regarding procurement from a bidder of a country which shares land borders with India. (On the Letter Head of the Bidder) [as per Clause 39 of Section II]	

Note: It may be noted that if the information/declaration/Credentials/ scanned documents furnished in support of the claims made in the Bid or same in respect of Eligibility Criteria are found to be wrong or misleading at any stage, such bidder will be liable to punitive action.

10.2 The financial bid shall contain (Online Only):

- a) Price schedule (Bill of Quantity/ Price Bid) (Annexure X)

Note:

1. In case the bidder who has signed the Bid Form is the DSC holder, no additional documents are required.
2. In case the bidder who has signed Bid Form is not the DSC holder, then the authorization on non - judicial stamp paper duly notarized by the person signing the Bid Form i.e. the bidder, in favour of person bidding online i.e. DSC holder, is required to be uploaded along with this Bid Form.

If there is any change in the contents of Bid Form uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected.

11. **DELETED**

12. **BID PRICES:**

12.1 The bidder shall indicate "Per Unit Price", "Total Price" against each item of goods and "Total Price of all Items" it proposes to supply, in the Price Schedule given in Annexure 10. From "Total Price of all Items", "Discounts Allowed" and "Value of Free Supplies" (if included in the list of items of price schedule) may be deducted and on the balance amount taxes/duties/levies may be calculated to arrive at the total value of contract as per Annexure 10.

12.2 Prices indicated on the Price Schedule shall be entered in the following manner:

- I. The price of the goods shall be quoted as total unit price (inclusive of all taxes and levies] for each individual item.
- II. The bidder shall quote only one price for each item.
- III. The total price for each individual item shall be entered per Water ATM.
- IV. The Cumulative Price of O&M for 3 Years should be mentioned
- V. "The Total Price of all Items" shall be calculated by adding the "Total Price" of each individual item. From this "Total Price of all Items" "Discounts Allowed" and "Value of Free Supplies" (if included in the list of items of price schedule) may be deducted and on the balance Taxes (except CGST and SGST)/Duties/Levies may be calculated to arrive at the "Total Value of Contract".
- VI. Total price of tendered items may be shown in both words and figures and in case of difference the amount shown in words shall prevail and shall be considered for all purposes during the entire period of Tender.
- VII. Taxes, if any, have to be indicated separately otherwise it will be presumed that quoted prices are inclusive of Taxes and Taxes shall be paid separately.

12.3 The prices quoted by the bidder shall remain firm and fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is to be treated as non-responsive and rejected.

12.4 The prices quoted shall remain valid for 180 days from the date of opening of Financial Bid and in respect of accepted Bid the prices quoted shall remain valid during the entire period of contract.

12.5 The unit price quoted by the bidder shall be sufficient in detail to enable the purchaser to arrive at prices of equipment / goods offered.

12.6 "DISCOUNT", if any, offered by the bidders shall not be considered. Bidders desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.

12.7 The price approved by the MSCL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in para 12.1 above. Break up of CGST and SGST should be provided and all other costs should be included in the total cost as per clause 12.2 is for the information of the purchaser.

12.8 If there is any reduction in the rates of any taxes the benefit of same shall be passed on to the Purchaser.

12.9 All the prices, taxes, levies etc. should be quoted in INRs otherwise tender will not be accepted. No foreign exchange will be made available by the purchaser.

13. DOCUMENTS ESTABLISHING BIDDER'S TECHNICAL ELIGIBILITY AND QUALIFICATION:

13.1 The bidder should scan and submit online, as part of his bid documents establishing the bidder's eligibility; all the following documents or whichever is required as per terms and conditions of bid documents.

- (i) Certificate of Incorporation/ Registration of Firm Certificate/ Memorandum and Articles of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be.
- (ii) Registration Certificate from relevant Authority.
- (iii) Approval from Reserve Bank of India/ SIA in case of foreign collaboration.
- (iv) Copy of Income Tax Return for last three Financial Years
- (v) Copy of PAN
- (vi) Copy of Goods and Service Tax Registration Certificate
- (vii) Technical Bid Formats and Supporting Documents (Annexure III)
- (viii) Approach and Methodology for the Works
- (ix) Detailed description of the Water ATM Machine/technology offered along with automation details as per requirement of the RFP

14. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:

14.1 The documentary evidence in conformity with the Bid Documents may be in the form of literature and data and the bidder shall furnish a clause-by-clause compliance on the MSCL's Technical specifications and commercial conditions demonstrating substantial

responsiveness to the Technical Specifications and commercial conditions in the form of signing & stamping all the pages of the original bid document by the authorized person/persons. A bid without clause-by-clause compliance shall not be considered.

The goods/equipment offered must have ability to meet the technical specifications. Necessary document to substantiate this shall have to be submitted along with the offer by the Contractor.

15. TENDER FEE & BID SECURITY:

15.1 Bidders shall furnish, as part of his bid, Tender Fee of Rs. 29,500/- (Rupees **Twenty Nine Thousand Five Hundred** only) (including GST) online i.e via RTGS or NEFT or in the form of Demand Draft from any scheduled Nationalized Bank in favour of "Municipal Commissioner/Chief Executive Officer, Moradabad Smart City Limited," payable at Moradabad. The Tender Fee's Demand Draft needs to be delivered physically at the same address on or before last date & time for submission of bids.

Bidder shall also furnish an EMD/ bid security for an amount of Rs.8,96,000/- (Rupees **Eight Lacs Ninety Six** only), online i.e via RTGS or NEFT or in the form of FDR /Demand Draft/ Small Saving Instruments/ Bank Guarantee from any scheduled Nationalized Bank in favour of "Municipal Commissioner/Chief Executive Officer, Moradabad Smart City Limited," payable at Moradabad, valid for a period of 180 days from the date of Tender opening and shall be delivered physically to Smart City Office, Peeli Kothi, Moradabad on or before Bid submission end date & time except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by department of Micro, Small and Medium Enterprises (MSME) or Startups as recognized by Department of Industrial Policy and Promotion (DIPP).

Note:

- **The Bank Account details for RTGS or NEFT:**
Bank: HDFC Bank
A/C Name: MORADABAD SMART CITY
A/C No.: 50100235349431
IFSC Code: HDFC0000303
- **For all online submissions, transaction details must be attached else the bid would stand to be disqualified**
- ***For MSEs and Startups recognized by DIPP only EMD is exempted. All the Hard Copy Submissions of Tender Fee or EMD/Bid Security would be dropped in a Box specified for the Project.***

15.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the bid security's forfeiture, pursuant to clause 15.5.

15.3 The bid security of the unsuccessful bidder will be returned to the bidder at the earliest after evaluation of the bid and latest on or before the 30th day after the award of the contract.

15.4 The successful bidder's bid security will be discharged within 30 days, upon the bidder's acceptance of the purchase/work order satisfactorily pursuant to clause 27 and furnishing the performance security.

15.5 The bid security may be forfeited:

(a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form or

(b) In the case of a successful bidder, if the bidder withdraws or amends the tender or impairs or derogates from the tender or fails:

- to accept or honor purchase/work order.
- to sign the contract in accordance with clause 35.
- to furnish performance security in accordance with clause 30.

16. PERIOD OF VALIDITY OF BIDS:

16.1 Bid shall remain valid for **180** days after the date of bid opening prescribed by the Purchaser in Section 3 Data Sheet. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

16.2 In exceptional circumstances, the Purchaser may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under Clause 15 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

17. FORMATS AND SIGNING OF BID

17.1 The bidder shall prepare the Technical and Financial bids separately.

17.2 The copy of bid shall be typed or printed and all the pages numbered consecutively and each page shall be signed and stamped by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be accompanied with written power of Attorney duly registered for signing of the contract.

17.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be authenticated by the person or persons authorized for signing the bid.

18. Site visit and verification of information

- 1.** Bidders should familiarize themselves with local conditions and take them into account in preparing their Bids. To obtain first-hand information on the assignment and local conditions, bidders are encouraged to visit the project sites. Bidders are suggested to submit their respective Bids after visiting the project sites and ascertaining for themselves the stretches, the field conditions, applicable laws and regulations and any other matter considered relevant by them. MSCL shall facilitate the selected bidder on best effort basis in maintaining/obtaining applicable approvals/laws/ regulations as required for the project. Any cost incurred for this purpose shall not be claimed from MSCL.
- 2.** MSCL shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP Documents or the Bidding Process, including any error or mistake therein or in any information or data given by MSCL.
- 3.** It shall be deemed that by submitting a Bid, the Bidder have:

- ✓ made a complete and careful examination of the Bidding Documents;
- ✓ made site visit to ascertain the information relating to the Project;
- ✓ received all relevant information requested from MSCL;
- ✓ acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of MSCL relating to any of the matters;
- ✓ satisfied itself about all matters, things and information necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- ✓ acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters herein shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from MSCL, or a ground for termination of the Agreement;
- ✓ Acknowledged that it does not have a Conflict of Interest; and Agreed to be bound by the undertakings provided by it under and in terms hereof.

19. **LATE BIDS:**

19.1 Bids will not be received by the Purchaser after the deadline for online submission of bids is over.

20. **MODIFICATIONS AND WITHDRAWAL OF BIDS:**

20.1 The bidder can modify or withdraw his bid after submission only.

20.2 No bid shall be modified subsequent to the deadline for submission of bids.

21. **OPENING OF BIDS:**

21.1 Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who chose to attend on opening date and time. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in Annexure- VI).

21.2 Only one representative for any bidder shall be authorized and permitted to attend the bid opening process physically.

21.3 The date fixed for opening of bids, if subsequently declared as holiday by the Govt., the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered

22. **~~PRE-BID MEETING:~~ DELETED.**

23. **Bid Evaluation Process**

- I. MSCL will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the Bidders.
- II. The BEC constituted by MSCL shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- III. The successful bidder will be evaluated on basis of QCBS (Quality and Cost based selection) Methodology as specified below.

- IV. The decision of the BEC in the evaluation of responses to the RFP shall be final. No Correspondence shall be entertained outside the process of negotiation/ discussion with the BEC.
- V. The BEC may ask for meetings with the Bidders to seek clarifications on their proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the Bidder.
- VI. The BEC reserves the right to reject any or all proposals on the basis of any deviations.
- VII. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- VIII. Please note that BEC may seek inputs from their professional, external experts in the Bid evaluation process.

23.1 Quality and Cost based Selection (QCBS) methodology

70 % weightage will be awarded for Technical Evaluation and **30 % weightage** will be awarded for Financial Evaluation.

Technical Bid will be assigned a Technical score (**Ts**) out of a maximum of 100 points, as per the Scoring Model provided in the previous section.

The commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.

Final Evaluation Criteria - Quality and Cost based selection (QCBS)

The individual Bidder's commercial scores (CS) are normalized as per the formula below:

F_n = F_{min}/F_b * 100 (rounded off (not truncated) to 2 decimal places) Where,

F_n= Normalized commercial score for the Bidder under consideration

F_b= Absolute financial quote for the Bidder under consideration

F_{min}= Minimum absolute financial quote Composite Score

(S) = Ts * 0.7 + F_n * 0.3

The Bidder with the highest Composite Score(S) would be awarded the contract.

23.2 Bid Opening

The steps for evaluation are as follows:

Stage 1: Pre-Qualification

a. Authority shall validate the Set 1 "RFP Document fee & Bid Security/Earnest Money Deposit (EMD)" and Pre- Qualification Criteria documents.

b. Financial bids for those bidders who don't pre-qualify will not be opened. Financial bid will not be opened for those bidders, who don't qualify the technical evaluation. Bid Security amount shall be returned for those who don't qualify the financial evaluation stage and after Performance Security is submitted by successful bidder.

Stage 2: Technical Evaluation

a. Set 2 "Technical bid" will be evaluated only for the bidders who succeed in Stage 1.

b. Authority will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.

c. The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned

Stage 3: Commercial Evaluation

a. All the technically qualified bidders will be notified to participate in Commercial Bid opening process.

b. The commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.

c. Commercial Bids that are not as per the format as per Annexure X shall be liable for rejection.

d. The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately.

e. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the price Bid, to demonstrate the internal consistency of those prices with the employers requirement, specifications, implementation methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

Stage 4: Total Bid Evaluation

Post the technical and financial evaluation process, marks scored by all the successful technical bidders will be combined using **QCBS** methodology as mentioned above. The **technically qualified bidder who has scored maximum marks as per QCBS method will be the successful bidder.**

NOTE:

1. Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
2. MSCL reserves the rights at all times to postpone or cancel a scheduled Bid opening.

23.3 Evaluation of Pre-Qualification Proposals

- a) MSCL shall open Technical Bid. Each of the Pre- Qualification condition mentioned in the RFP is mandatory. In case the Bidder does not meet any one of the conditions, the Bidder will be disqualified.

- b) The proposal must contain all the documents in compliance as per instructions provided in the Bid Document.
- c) Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP.

23.3.1 Table: Pre-Qualification Criteria

S.No	Basic requirement	Specific requirement	Documents Required
1	Legal Entity	<ul style="list-style-type: none"> A company, incorporated under Companies Act, 2013 or 1956, amended till date; or A Limited Liability Partnership, incorporated under Limited Liability Partnerships Act, 2008, or A partnership firm registered under Partnership Act, 1932, or A Sole Proprietorship Firm or Company registered under the Indian Proprietorship Act 1908 <p>- The Bidder should be registered with the Income Tax, GST and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.</p> <p>- The sole bidder should have its own trained manpower on their rolls required for Operation & Maintenance.</p> <p>A Notarized affidavit and undertaking that the workers employed would be paid at least minimum wages (both for skilled and unskilled) as per orders of Govt. of UP.</p>	<ul style="list-style-type: none"> Copy of certificate of incorporation and/or registration under the relevant law. Certificates for: ESIC (if not exempted), PF (if not exempted), TAN, PAN and GSTIN Proof of existence of Bidder highlighting number of years
2	Annual Turn over	The Sole Bidder should have average annual turnover of Rs.250 Lakh in the last 3 financial years (2017-2018, 2018-2019 and 2019-20), financial year means the period ending up to 31st March.	Certificate from the Statutory auditor / Chartered accountant, clearly specifying the turnover of the Bidder
3	Similar Project Experience	The Sole Bidder should have completed installation, commissioning and successful operation of at least 10 Water ATMs or more for a period of continuous 12 months in the last 5 financial years	Work order and work Completion Certificate
4	Blacklisting	The Bidder should not have been blacklisted by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally for unsatisfactory past performance,	Undertaking by the authorized signatory as per the format given in the RFP document

		corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal.	
--	--	---	--

23.4 Evaluation of Technical Proposal

The evaluation of the Technical Proposals will be carried out in the following manner:

- Technical bids of only those Bidders who qualify the Pre-Qualification will be opened. MSCL will review the technical bids of such Bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at MSCL discretion.
- Bidders' technical solutions proposed in the bid document will be evaluated as per the requirements and guidelines specified in the Annexure 1 and technical evaluation criteria as mentioned in below.

23.4.1 Table: Technical Evaluation Criteria

S.No	Contents of Technical Bid	Brief Description of criteria	Maximum Marks
1	Financial Competency - Turnover	The Sole Bidder: Annual Average Turnover in last 3 financial years (2016-2017, 2017-2018 and 2018-2019) <ul style="list-style-type: none"> • ≥ 2.50 Cr and < 3.00 Cr – 12 marks • ≥ 3.00 Cr and < 3.50 Cr – 15 marks • ≥ 3.50 Cr and < 4.50 Cr – 17 marks • ≥ 4.50 Cr – 20 marks 	20
2	The bidder should have adequate experience in installation of Water ATMs in the last five years anywhere in India.	Experience in installation of Water ATMs in the past 5 years: <ul style="list-style-type: none"> • Comprehensive work order/ Work Completion Certificate ≤ 10 – 25 Marks • Comprehensive work order/ Work Completion Certificate 11 and < 15 – 30 Marks • Comprehensive work order/ Work Completion Certificate 15 and < 20 – 35 Marks • Comprehensive work order/ Work Completion Certificate ≥ 20 – 40 Marks 	40
3	The bidder should have adequate experience in installation of Water ATMs with Government Bodies/ Smart Cities/ PSU anywhere in India.	Experience in installation of Water ATMs in the past 5 years with Government Bodies/ Smart Cities/ PSU : <ul style="list-style-type: none"> • Comprehensive work order/ Work Completion Certificate ≥ 11 and < 20 Water ATMs – 7 Marks • Comprehensive work order/ Work Completion Certificate ≥ 20 Water ATMs – 10 Marks 	10

S.No	Contents of Technical Bid	Brief Description of criteria	Maximum Marks
4	Approach and Methodology and Technical Details of the Product	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 3 years etc. Detailed description of the Water ATM Machine/technology offered along with automation details	10
5	Technical Presentation (Proof of Technical Specification and Concept)	<ul style="list-style-type: none"> The Bidder is required to give a location wise execution plan as per Approach and Methodology 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. – 5 marks 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 Applicant is also required to give the proposed organizational setup for the proposed work – 5 marks 	10

- A) Bidders shall make the technical presentation and showcase their proposed solution to MSCL as per above criteria.
- B) Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points as per above criteria
- C) The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order, client contact information for verification, and all others components) as required for technical evaluation.
- D) At any time during the Bid evaluation process, BEC may seek oral/ written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
- E) MSCL reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- F) MSCL reserves the right to accept or reject any or all bids without giving any reasons thereof.
- G) MSCL shall inform to the Technically Qualified bidders about the date and venue of the presentation.
- H) Bidders who would secure technical score of 70 marks or more in evaluation of technical bids shall be considered Technically Qualified.

23.5 Financial Proposal Evaluation

- i. All the technically qualified Bidders will be notified to participate in Financial Proposal opening process.
- ii. Financial Proposals for the technically qualified Bidders will then be opened on the notified date and time and reviewed to determine whether the financial proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at MSCL discretion.

- iii. Financial Proposals that are not meeting the condition mentioned in Annexure 10 shall be liable for rejection.
- iv. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.
- v. Bid will be selected as per the QCBS award criteria mentioned in this document.

23.6 Financial Evaluation

- The Financial bids of only those bidders who have secured technical score of 70 marks or more in evaluation of technical bids shall be considered for further opening of financial bids for evaluation.
- MSCL would intimate the date and venue of the opening of the financial Bid of only those bidders who pass through the stage of technical qualification, with a request to be present at the time of the opening.
- The Financial Bids would be opened and read out aloud on the said date and venue in the presence of the representatives of the bidders who choose to be present.
- The financial bid of those bidders who do not qualify the technical evaluation shall not be opened and no claim in this regard shall be entertained

23.7 Award Criteria

Post the technical and financial evaluation process, marks scored by all the successful technical bidders will be combined using **QCBS** methodology as mentioned above. **The technically qualified bidder who has scored maximum marks as per QCBS method will be the successful bidder.**

In case, two or more technically qualified bidders obtain the same marks, **the technically qualified bidder out of clashed bidders with lower financial bid will be the successful bidder.**

24. Letter of Acceptance (LOA)

Prior to the expiration of the period of bid validity, MSCL will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. LOA will constitute the formation of the contract. Upon the successful Bidder's furnishing of Performance Security, MSCL will promptly notify each unsuccessful Bidder.

25. Signing of Agreement

MSCL shall notify the successful Bidder that its bid has been accepted. The successful Bidder shall enter into an agreement with MSCL within the time frame mentioned in the Letter of Acceptance issued to the successful Bidder by MSCL. The Agreement shall set forth the detailed terms and conditions, including the scope of the successful Bidder services and obligations. GCC and SCC are attached for reference in Section V and VI.

26. Failure to agree with the Terms and conditions of the RFP/Contract

Failure of the Successful Bidder to agree with the Terms & Conditions of the RFP/Contract shall constitute enough grounds for the annulment of the award, in which event MSCL may invite the next best Bidder for negotiations or may call for fresh RFP.

27. Indemnity

The successful Bidder shall be fully responsible for keeping indemnified the Authority from all legal implications and shall bear all legal expenses including any

losses incurred by the Authority, its officers, employees, agents, trustees and consultants including and arising out of or in relation to or as a of any breach of the Representations and Warranties, or any of the covenants or obligations of the successful Bidder under this RFP or any of the terms and conditions of this RFP by the successful Bidder or any contractor/licensee or any employee or agent of the successful Bidder

28. **Written Agreement**

The successful will have to enter into an agreement with the MSCL for the proper fulfilment of the contract on lines like terms of the Bid or as modified or added by MSCL. Such Bidder shall have to furnish two non-judicial stamp paper Rs.100/- each within ten days from the date of issue of Letter of Acceptance. An Agreement shall be executed only on furnishing the Performance Security as per clause of Performance Security. All documents submitted by the successful Bidder at the time of Bid will be the part of the Agreement.

29. **CONTRACT NEGOTIATIONS AND AWARD OF CONTRACT**

1. The Bidder who is invited for contract negotiations will, as a pre-requisite for attendance at the negotiations, confirm the process of installation and commissioning of Smart Water ATMs. He will also confirm the safety and security of Smart Water ATMs.
2. The selected Bidder is expected to commence the Assignment on the date assigned and at the location as specified by MSCL.

30. **PERFORMANCE SECURITY**

The Performance Security would be 3% (three percent) of the total value of contract.

The Bidder will furnish within 10 days of the issue of Letter of Acceptance (LOA)/ Purchase Order (PO), an Account Payee Demand Draft/ Fixed Deposit Receipt/ Unconditional Bank Guarantee (Annexure 6 under Section - 4)/ in favour of "Chief Executive Officer, Moradabad Smart City Limited" payable/en-cashable at Moradabad, from any nationalized or scheduled commercial Bank in India for an amount equivalent to 3% (three percent) of the total value of contract.

The performance security would be released fter Completion of the Warranty and Maintenance Period (i.e 5 Years).

31. **SCHEDULE OF PAYMENT**

Payment terms for capital expenses (CAPEX) and Operation and Maintenance Expenses (OPEX) will be according to following milestones:

Capital Expenditure for all Water ATM Payment Milestone	
CAPEX Payment Percentage	Deliverables (with certification from MSCL)
20%	Supply @ per ATM
30%	Superstructure erection @ Per ATM
20%	Fixtures, Fittings and Services (Electricity, Water etc) @ Per ATM
30%	On Commissioning @ Per ATM

Operation and Maintenance Expenditure for All Water ATM	
OPEX Payment Percentage	Time schedule
8.00	Q1 (End of Quarter 1)
8.00	Q2 (End of Quarter 2)
8.00	Q3 (End of Quarter 3)
8.00	Q4 (End of Quarter 4)
8.00	Q5 (End of Quarter 5)
8.00	Q6 (End of Quarter 6)
8.00	Q7 (End of Quarter 7)
8.00	Q8 (End of Quarter 8)
8.00	Q9 (End of Quarter 9)
8.00	Q10 (End of Quarter 10)
10.00	Q11 (End of Quarter 11)
10.00	Q12 (End of Quarter 12)

31.1 Operation and Maintenance Payment:

- Period for Operation and maintenance will commence with commissioning of last unit. Bidder shall also provide Comprehensive maintenance during Operation and Maintenance Period of Three years
- The contractor shall submit their Service Bill on satisfactory completion of Services for Three (3) month which shall be duly approved by the Engineer- In-Charge.
- The total value should not exceed the value quoted for Operation and Maintenance in Price Bid.

31.2 Currencies

All payments under this contract shall be paid in Indian Rupees (INR).

31.3 Deduction

Deductions from the Payment Certificates will be made towards Income Tax, Goods and Service Tax, Turnover Tax, Labour Cess and Royalties, as per provisions of the statutory authorities, in force from time to time in the State of Uttar Pradesh.

32. TIME SCHEDULE:

The successful bidder shall complete the works within the period stated in the Data sheet and from the date of signing of the Agreement-Works.

The Works shall be completed in its entirety within the schedule as given below.

Commissioning period:

Request for Proposal for Setting up Solar Based Water ATM for Safe Drinking Water including Designing, Construction / Installation, Operating and Maintenance of Solar based Water ATMs for Period of 3 Years in Moradabad Smart City	4 Months
---	----------

Operation and Maintenance period:

- The Operation and Maintenance period for all proposed shall be of Three (3) years which shall follow on satisfactory commissioning of all Water ATMs.
- During the Operation and Maintenance period, the bidder shall warrant that the Goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship. It is in the obligation of the bidder to replace the defective parts / components free of cost during Operation and Maintenance period. The replaced parts / components shall be of same Specifications as that of original component, which is being replaced. Nothing extra shall be paid for such replacements.
- Authority or designated representatives of the bidder shall promptly notify successful bidder in writing of any claims arising during Operation and Maintenance period. Upon receipt of such notice, the bidder shall, with all reasonable speed, repair or replace the defective systems / part / components, without costs to Authority and within time specified and acceptable to Authority.
- If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, Authority may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights, which Authority may have against the bidder under the contract.

33. CONTACTING THE PURCHASER:

33.1 Subject to Clause 5, no bidder shall try to influence the Purchaser in any manner at any time on any matter relating to its bid.

33.2 Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision or any other matter relating to this tender shall result in the rejection of the bid or/and any other action deemed fit by the purchaser including a legal action.

34. AWARD OF CONTRACT

34.1 PLACEMENT OF ORDER: The Purchaser shall consider placement of orders for Goods on those bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been approved/validated by the purchaser.

34.2 PURCHASER'S RIGHT TO VARY QUANTITIES: The purchaser reserves the right to vary the quantities of goods and services contained in the running tender/ contract up to **25%** of the total value of tender at the quoted rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes, etc.

34.3. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any

liability to the affected bidder or bidders on the grounds for the Purchaser's action.

34.4 ISSUE OF PURCHASE ORDER/ LOA:

34.4.1 The issue of a LOA shall constitute the intention of Purchaser to enter into the contract with the bidder.

34.4.2 The bidder shall within 10 days of issue of an advance purchase order, give his acceptance along with performance security provided with bid documents.

34.5. SIGNING OF CONTRACT:

34.5.1 The issue of firm LOA and Signing of Contract Form shall constitute the award of contract on the bidder.

34.5.2 Upon the successful bidder furnishing of performance security pursuant to clause 30, the Purchaser shall discharge its bid security, pursuant to clause 15.

35. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 30 of the tender document shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Purchaser may take appropriate action in the matter.

36. DEBARRING

The bidder should give a certificate that none of his/her near relative is working in the units where he/she is going to apply for the tender. The Bidder or its authorized signatory should furnish certificate saying that none of the near relative of proprietor OR all partners of partnership OR all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state is working in the unit where the tender is being applied. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and MSCL will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as: -

- (a) Members of a Hindu undivided family (HUF).
- (b) Husband and Wife.

(c) If one is related to the other in the manner as Father, Mother, Son(s) & Son's wife (daughter-in-law), Daughter(s) and Daughter's husband (son-in-law), Brother(s) and Brother's wife, Sister(s) and Sister's husband (brother-in-law). The format of the certificate to be given is as follows:

"I.....s/o.....r/o.....hereby certify that none of relative(s) as defined in the tender document (Tender No. _____) is/are employed in MSCL

unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, MSCL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.”

37. **DISQUALIFICATION**

Apart from the reasons mentioned above clauses for disqualification, the bidder's proposal is liable to be disqualified in the following cases:

- Proposal submitted without bid security;
- Proposal not submitted as prescribed in this document or treated as non-conforming proposal;
- The bidder qualifies the proposal with its own conditions or assumptions;
- Proposal is received in incomplete form;
- Proposal is received after due date and time;
- Proposal is not accompanied by all the requisite documents;
- A commercial bid submitted with assumptions or conditions.
- Any deviation from the specifications mentioned in the Bid document shall not be accepted.
- If the bidder provides any assumptions in the commercial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest (best value)
- Proposal is not properly sealed or signed;
- Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process;
- In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified;

38. **PENALTY**

• **FOR DELAY IN PROJECT IMPLEMENTATION**

The Bidder shall complete the project design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of each project within 4 months from the date of issue of allocation letter.

If all the ATMs are not commissioned in due period of the schedule given by the Contractor 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 Contractor for total capital cost of the number of not-completed Water ATMs.

• **FOR 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 IS 10500 (2012) standard the ATM operation of dispensing water should be stopped immediately. MSCL will impose a penalty of Rs 1000 for each such event at the Water ATM concerned.

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

- I. Up to 4 days – Rs.2000/- per day/per ATM
- II. 4-7 days – Rs.3000/- per day/per ATM
- III. Above 7 days – Rs.5000/- per day/per ATM

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

In case of non-compliance of water quality with IS 10500 (2012)3 standard and / or non-operation of ATM's beyond the stipulated days as approved by MSCL, the contract is liable for termination.

39. **Country which shares land borders with India**

In reference to the Office Memorandum F.No. 6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23rd July 2020, the Lead Bidder, Member of Consortium and any equipment Contractor should comply with the following clauses:

- I. Any Bidder from a country which shares land borders with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical Person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- III. Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note: The Competent Authority means The Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)

SECTION – III**DATA SHEET**

Sl.No.	Item	Description	Reference Clause No.
1	Name of the Project	Request for Proposal for Setting up Solar Based Water ATM for Safe Drinking Water including Designing, Construction / Installation, Operating and Maintenance of Solar based Water ATMs for Period of 3 Years in Moradabad Smart City	Clause 1 Section 2
2	Name of the Employer	Chief Executive Officer, Moradabad Smart City Limited, Water Works Compound, Peeli Kothi, Moradabad-244002	
3	Brief Scope of Work	Designing, constructing / installing, operating and maintaining of Water ATMs at Public Places along with water storage tanks of Stainless Steel (minimum Grade 304) and submitting weekly test report of output water to the Engineer-in-Charge. The operation of the plant shall be with the Contractor for 3 years.	Annexure 1 Section 4
4	Completion Schedule	The entire work has to be completed in 4 Months. The Operation and Maintenance period for all proposed shall be of Three (3) year.	Clause 32 Section 2
5	Type of Contract	Lump Sum Contract	
6	Bid Validity	180 days from the Bid due date	Clause 16 Section 2
7	Bid Security	A Bid Security in the amount of : Rs. 8,96,000/- shall be provided as a part of the bid, in the form of FDR/Demand Draft/ Small Saving Instruments/ Bank Gurantee which shall remain valid for a period of 180 Days.	Clause 15 Section 2
8	Performance Security	The Performance Security would be 3 % (three percent) of the total value of contract.	Clause 30 Section 2
9	Joint Venture/ Consortium	Not Allowed	Clause 6 Section 2
10	Deviation/ Conditional Bid	Any deviation from the specifications mentioned in the Bid document shall not be accepted. Conditional Proposal shall not be entertained. Contractors are required not to put any condition.	Clause 37 Section 2
12	Evaluation Process	Technical and Financial Bid evaluation shall be as per Bidders Eligibility Criteria and QCBS (70:30) Method	Clause 23 Section 2
15	RFP Submission Process	Submission of Bid through e-procurement should	Clause 18 Section 2

		include the following -Technical Bid -Financial Bid	
16	Important Dates	Tender Download Start Time : 02.03.2021 at 11:00Hrs Last date and time for online Bid Submission: 16.03.2021 at 16:00 Hrs Time and date of opening technical bids: : 16.03.2021 at 17:00 Hrs Time and date of Technical Presentation: Will be intimated later Time and date of opening Financial bids: Will be intimated later	

SECTION IV ANNEXURES

Annexure – I**TERMS OF REFERENCE****SCOPE AND SPECIFICATION****1) BACKGROUND**

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

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

Tentative Locations of public places in MSCL area as per **Attachment I**.

2) SCOPE OF WORK FOR BIDDER

The bidders will be responsible for:

2.1. Designing, constructing / installing, operating and maintaining of Water ATMs at Public Places along with water storage tanks of Stainless Steel (minimum Grade 304) and submitting weekly test report of output water to the Engineer-in-Charge. The operation of the plant shall be with the Contractor for 3 years.

2.2. Making Power connection, at Water ATMs and all electrical fittings up to the power meter; power connection & external electrification charges will be borne by the Contractor.

2.3 Water ATMs are proposed to be installed within a space of about 06 Sqm at each location.

2.4 The design features of water ATMs will be as below:

- i) Drinking Water quality must be ensured as per the Indian standard (IS 10500: 2012) annexure 1.
- ii) The Water ATM's Tank and its External body unit must be made of stainless Steel (minimum Grade 304) with thickness of minimum 0.5 mm. Bidder has to ensure that the Water ATM units shall remain rust-free and in clean condition. Minimum water flow capacity of each nozzle of Water ATM shall be (15 Litres/minute) and Tank storage capacity of purified water shall be minimum 500 liters.
- iii) The roof of the Water ATM should be appropriate to protect the whole ATM in all weather conditions if the water ATM is located outside.
- iv) To upkeep and maintain the cleanliness, it will be allowed to use anti-skid mat in the front/surrounding of water ATM unit.
- v) Every Water ATM shall be provided with LED board for display of IS 10500: 2012 water quality parameters on real time basis including:
 - pH Level
 - Temperature
 - Water Level
 - TDS
 - Conversion % of raw to treated water
- vi) A real time data (at every one hour or better) through centralized server with the provisioning of independent login should be provided to MSCL. Where all the data including water quality, down time of machine, total sale of water, Total water intake and total water converted for drinking shall be available. Data backup of 3 month (minimum) shall be available on server.

- vii) The raw water of Moradabad has varying TDS at different locations, at some locations TDS is even more than 1500 TDS. The bidder should consider this in designing the RO systems at various locations to get the desired output of water at that location.
- viii) Water ATM should invariably be equipped with provision of cold water during summer months i.e. from March to October (with the temperature up to 20 degrees centigrade).
- ix) The Water tanks and External body of water ATMs should be of stainless Steel (minimum Grade 304). All the other items in contact with water must be food grade quality. The water Tanks must be cleaned at interval of every 3 months.

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

EMBEDDED DEVICE FOR AUTOMATION FOR FOLLOWING PURPOSES

1) Quantitative Monitoring

- i. Number of Glasses of water dispensed in a day
- ii. Number of Bottles of water dispensed in a day
- iii. Water level in the tank

2) Water Quality Monitoring

- pH Level
- Temperature
- Water Level
- TDS
- Conversion % of raw to treated water

3) Backend Wireless Communication

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

4) Data Logger

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

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

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

6) Sensors for the purpose of:

- i. Temperature Monitoring
- ii. TDS Monitoring
- iii. pH Monitoring
- iv. Ultra-Sonic Water Level Monitoring
- v. Water Dispensing from Three Nozzles through Coin Acceptor
- vi. Support of 2 rupee and 5 rupee coins
- vii. Water Dispensing using NFC cards
- viii. Cards to work for Rs. 2 and Rs.5
- ix. Support for Card 'Balance' Rechargeable
- x. Sensors support for Monitoring Water Temperature, TDS, PH and Water Level in the tank
- xi. Display of Water purity parameters on LCD Display of 14" size
- xii. Ability to backup data for 48 hours in-case of server/connectivity outage
- xiii. LED display on controller panel box to indicate System Status.
- xiv. Uploading of Transactions and Water parameters data to Server over TCP/IP using GPRS.
- xv. Fall back to SMS in case GPRS connectivity to server is lost temporarily for reliability purpose, these sensors may be tested by MSCL through an institution of repute like IIT.

7) Solar Panel for Operating ATM Dispense

Mono-crystalline solar panels with Battery bank of capacity to run the Dispensing system of the Water ATM for 3 hours without electricity.

Specification:

PV Module	<p>Highly efficiency Solar PV module based on crystalline technology and suitable modules aggregate capacity of 400 Wp at under STC.</p> <p>PV module must be warranted for output wattage, which should not be less than 90% at the end of 20 years and 80% at the end of 25 years.</p> <p>Latest edition of IEC 61215 edition II / IS 14286 for Crystalline and shall be certified by MNRE authorized test center. The bidder shall submit appropriate certificates.</p>
Battery (Li-fe-Po4)	Lithium Ferro Phosphate battery

8) OTHER FEATURES

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

2.6. Disposal of waste water to MSCL sewerage system.

2.7. Making own arrangement during non-availability of piped water. MSCL is not liable to supply water to ATMs during such period, and nothing is payable by MSCL to the Contractor during such periods. It is in the obligation of the Contractor to arrange raw

water to ATM's, during Non-availability of water and the source and quality of raw water shall be approved by MSCL.

2.8. The water before being dispensed to the public shall be treated with suitable filtration process to meet IS 10500 (2012) standard at all times. (as per Attachment- 2)

2.9. Any other related works/activities as may be necessary for its successful operation.

2.10. Users may carry water up to 20 litres capacity jerry can. The Successful Bidder may have suitable vending place in ATM for filling a container of 20 litre capacity.

2.11. ATM will be constructed as per the layout approved by the MSCL.

2.12. Water ATM should be equipped with provision for chilled water (water with temperature around 20 degrees Celsius during summers). Water ATM shall serve both Chilled as well as non-chilled water

2.13. The Bidder shall use Reverse Osmosis (RO) technology with UV Treatment system to treat water in order to provide potable water at each ATM location. The treatment shall be completely in accordance with IS 10500 (2012) Attachment-3.

Depending upon level of Contamination in water, alternate superior technology can be adopted only after approval from MSCL.

2.14. The successful bidder shall provide in-built litter spaces in each water ATM.

2.15. Advertising space shall be provided on Panels of Machine. Provision for LED screen Advertisement to be made.

2.16. LED signage showing Authority's and Water ATM of appropriate size shall be installed at every Water ATM unit.

2.15. Specifications:

i. Each ATM should be equipped to dispense water of 250 ml (eco-friendly biodegradable cups/glass of minimum 170 GSM paper (approximately 50 cups/glass per day or as per location's requirement) to be provided by the Successful Bidder at the ATM in the cost of water). 1 litre, 5 litre and 20 litre water will be taken by customers in their own containers.

ii. Filling Speed: about 15 litre/minute

iii. Operational Time – 6 AM to 10 PM every day, which may be amended in consultation with MSCL as per location and requirement.

iv. ATM Unit Dimension: Cubical/cylindrical in shape with or as approved by MSCL

v. The ATM shall have the provisions for Float valve for overflow control

vi. The Capacity of the Water ATM should be of 500 litre

3. GENERAL REQUIREMENTS

3.1. The Contractor is advised to analyse the potable water of requisite sample size on their own before quoting their rates in Price Bid. No extra claim will be entertained after the allotment of the work on this account.

3.2. The output water quality characteristics are given in Attachment 2.

3.3. The Contractor has to design supply, install, commission, and maintain the Water ATMs for Three years. The Contractor will maintain a safe, clean and hygienic environment in and around the Water ATM.

3.4. The Contractor should arrange for their testing facilities for water testing process in accordance with the guidelines of Government of India and approved by MSCL. The

Contractor should analyse the water sample for all parameters as per IS 10500 (2012) norms as and when required by the Authority, from the Lab as approved by Authority or as mentioned in IS 10500 (2012). Contractor shall maintain proper record in this regard. The Attendant of Contractor shall be appointed to attend, operate and maintain the Water ATM. A LED/ LCD digital screen of at least 14 inch diagonal showing 4 key parameters of IS 10500 (2012) standards namely pH, hardness, TDS & temperature on a real time basis in an interval of 2-5 minutes.

3.5. The maintenance of pipelines etc. from point of connection onwards to the Water ATMs shall be responsibility of Contractor during the Contract Period

3.6. Making connection for raw water:-

The Contractor shall be responsible for executing works for making connection for Water ATMs from the source provided by the MSCL including cost of all material and labour etc. The cost of filtration process at each ATM, to ensure quality of water as per IS 10500 (2012) standard shall be the responsibility of the Contractor.

3.7. Disposal of waste generated at each Water ATM:-

The disposal of waste generated at each ATM shall be disposed by the contractor at his own cost to the nearest MSCL system. In case of non-performance severe penalties would be levied on the Contractor by MSCL as applicable under existing laws related to littering in public areas.

3.8. The Contractor shall install the required equipment and maintain the same for a period of three 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 MSCL. The Contractor shall handover the Water ATM in Good working conditions complete to the satisfaction of Authority

3.10. The Contractor shall perform all routine maintenance to ensure that all water ATMs shall remain in working condition.

3.11. The Contractor will depute duly trained Operators to attend, operate and maintain water ATM. The Contractor shall ensure routine inspection of the equipment.

3.12. The output water shall be distributed daily between 6:00 am to 10:00 pm on all days from water ATMs. However, MSCL may increase or decrease the working hours, if so desired, in order to provide adequate water to the public. The Contractor shall have to provide all the services during the extended hours.

3.13. The Contractor will be responsible for maintaining the service levels standards otherwise penalty will be levied as per penalty clause.

3.14. The Contractor shall provide trained manpower to maintain the water ATMs to ensure the provision of quality services.

3.15. The Contractor shall provide and maintain the electrical and plumbing fittings of all types at the Water ATM in good working condition.

3.16. Contractor should ensure that all the Water ATM (in a pocket) are working all the time and annual repair/maintenance etc. shall be carried out periodically at his own cost.

3.17. All expenses shall be borne by the Contractor.

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 Contractor. The Attendant of the

Contractor shall ensure that all the eco-friendly biodegradable paper glass shall be disposed off by the user within litterbin kept at each ATM.

3.19. Water & Electric connections are to be done by the contractor and would be facilitated by MSCL. The Water and Electricity supplied through connection by the MSCL (if any), will be charged from Contractor on Commercial rates applicable from time to time.

3.20. Contractor shall provide online information in the form of daily report to MSCL.

3.21. MSCL has reserve the right to inspect any ATM at any time.

3.22. MSCL has right to take sample of water at any time.

3.23. During the non-availability of piped water from MSCL, Contractor shall make his own arrangement for Raw Water at his cost.

3.24. The water storage capacity at each ATM should be as approved by MSCL which can be increased as per the requirement.

3.25. Physical Security of Water ATM shall be responsibility of the Contractor. Insurance of Appropriate Amount as required, shall be taken by the Contractor for each water ATM. Insurance shall be in the name of MSCL, required premium for same shall be paid by the Contractor.

3.26. The Contractor shall ensure that safe, clean and hygienic environment is maintained in and around ATM

3.27. The Contractor shall indemnify, defend and hold harmless the MSCL and its officers, employees, 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 with:

- a) Sickness or ill health caused to user after drinking water from ATM. All the liabilities arising out shall be born by the Contractor.
- b) Shortfalls in Standard norms laid down by Food Safety and Standard Authority of India (FSSAI). Contractor shall be responsible for Complying to such standard norms laid down by FSSAI

3.28. The disposal of used biodegradable paper glass shall be responsibility of the Contractor.

3.29. Payment of water by the user shall be by smart card or coins. Provision of same shall be done by the Contractor. The Contractor shall keep all the data of water dispensed through data logger system or as per system approved MSCL. MSCL shall have all the rights to cross check the data at any time. MSCL's shall issue the Smart card to the user, which has facility of credit (i.e balance in account) and can be recharged. Provision of dispensing of water by inserting Coins of Rupees Two, Rupees Five etc. should also be made. MSCL shall collect the Cash from the ATM machine either daily or on weekly basis.

3.30. During installation period, payment to contractor shall be done as per the payment schedule and only after testing and commissioning of individual machine complying to all output water quality parameters as per IS 10500 (2012). Contractor shall submit payment statement to MSCL and payment shall be made within 30 (thirty) days from certification of payment certificate by Engineer-in-Charge. After completion of all works and on issuance of Completion certificate, the Contractor shall submit Final payment

certificate to the MSCL and Payment shall be made not later than 60 days from date of submission of Final payment certificate

3.32. Contractor shall quote for yearly Operation and Maintenance Charges. The same shall be paid on Quarterly instalments year wise (i.e after every 3 months) only after satisfying Water quality output parameters as per frequency i.e Hourly, Weekly, Monthly , Three monthly....etc in accordance with IS 10500 (2012) requirement and satisfactory carrying out other required tests on water as mentioned therein.

4. OTHER REQUIREMENTS:

All the successful Contractors will have to ensure collection of the samples from the respective sites and meeting of the design criteria.

- I. Bidders would need to submit their O&M expenditure information to the Engineer-in-Charge on a quarterly basis for the records of MSCL.
- II. Any deviation from the proposed design needs to be approved by the MSCL.

5. TESTING AND INSPECTION

I. Third Party inspection

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

II. Site tests

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

6. DELIVERY/COMMISSIONING

The commissioning of all the water ATMs is 3 months (90 days) from the date of the confirmed Letter of intent or handing over of site whichever is later.

7. Penalty In case of Non-performance

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

In case the quality of water is not as per IS 10500 (2012) standard the ATM operation of dispensing water should be stopped immediately. MSCL will impose a penalty of Rs 1000 for each such event at the Water ATM concerned.

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

- I. Up to 4 days – Rs.2000/- per day/per ATM
- II. 4-7 days – Rs.3000/- per day/per ATM
- III. Above 7 days – Rs.5000/- per day/per ATM

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

In case of non-compliance of water quality with IS 10500 (2012) standard and / or non-operation of ATM's beyond the stipulated days as approved by MSCL, the contract is liable for termination.

8. SCOPE OF MSCL

- I. MSCL will provide nearest Source of water, further arrangement including required plumbing works from source to water ATMs shall be borne by the Contractor.

- II. MSCL will charge for water required for the Water ATM on commercial rates. The current applicable commercial rate for Raw Water is Rs. 75 per month.
- III. 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 Contractor. MSCL will facilitate in getting Power, Water and Internet Connections.
- IV. The power consumption charges shall be charged on Commercial rates basis.

9. CONSTRUCTION REQUIREMENTS FOR Water ATMs.

GENERAL

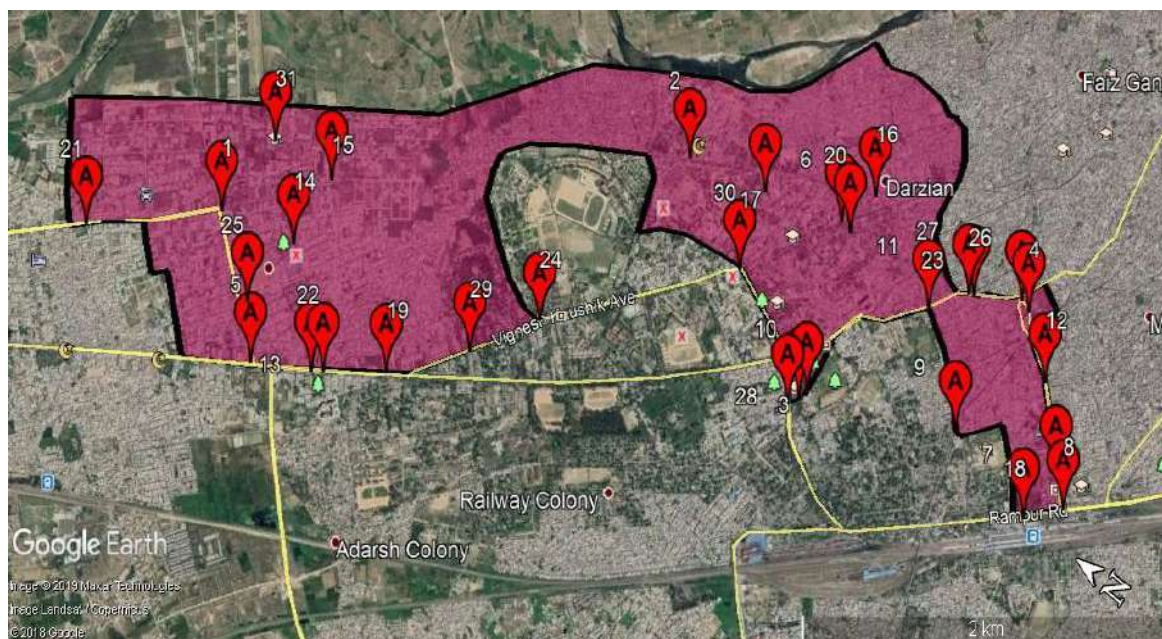
- i. The Contractor shall design ATM's in such a way that material considered for design and construction should only be of Stainless Steel (minimum Grade 304) including storage.
- ii. The Contractor shall design ATM's in such a way that, in case quality of incoming Water is not as per required standards, then plant/ ATM should be automatically shut down. The Contractor should brought matter be to the knowledge of the Engineer-in-charge immediately and it should be sorted out within a day itself to make ATM back in operation and use.
- iii. Specifications, Shape and design of the ATM shall be provided by the Contractor for each and every location (Please refer to Attachment III & IV for illustrative design) before start of work and only after obtaining clearance from MSCL, ATM's should be installed at respective locations.
- iv. Contractor 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 the Bid, to avoid shut down of ATM's on account of no water situation, since present water supply in MSCL area is intermittent.

Provided that the Contractor 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 theft safety, fire safety, operational safety, and environmental safety

Attachment 1

Proposed Location of Water ATM's



List of public places where Water ATMs may be installed

S. No.	Palace	Landmark	Zone	Ward no.	Population	Area	Latitude	Longitude
1	MDA Complex near Water ATM	Deendayal nagar	ZONE-6	WARD-18	10759	3X2	28°52'19.59"N	78°45'9.57"E
2	Jigar colony masjid tiraha	Jigar colony	ZONE-5	WARD-25	7921	3X2	28°51'15.03"N	78°46'11.64"E
3	Pili Kothi	Mayor office	ZONE-6	WARD-13	21346	3X2	28°50'38.58"N	78°45'49.92"E
4	Town hall	Nagar nigam	ZONE-8	WARD-32	9607	3X2	28°50'11.96"N	78°46'28.69"E
5	KilaTiraha	Stadium road	ZONE-6	WARD-34	10392	3X2	28°52'1.99"N	78°44'51.61"E
6	Baldevaryakanya college	Civil lines	ZONE-8	WARD-13	21346	3X2	28°50'47.16"N	78°46'19.96"E
7	Railway Station Gate Number-2	Railway Station	ZONE-8	WARD-22	12502	3X2	28°49'55.68"N	78°45'58.75"E
8	Imperial Tiraha	Station road	ZONE-8	WARD-22	12502	3X2	28°49'50.51"N	78°46'4.44"E
9	TadiKhanaTiraha	GMD Road	ZONE-8	WARD-32	9607	3X2	28°50'12.89"N	78°46'3.34"E
10	R.N. Inter collage	Civil lines	ZONE-8	WARD-17	18337	3X2	28°50'37.85"N	78°45'51.65"E
11	GurhattiChauraha	GurhattiCh auraha	ZONE-8	WARD-19	21409	3X2	28°50'26.98"N	78°46'17.60"E
12	Police chokibudh bazar	budh bazar road	ZONE-8	WARD-47	12901	3X2	28°50'3.66"N	78°46'20.41"E
13	Vishal mega mart	Kath road	ZONE-8	WARD-2	16676	3X2	28°51'52.27"N	78°44'57.21"E
14	Sai mandir	Phase 1 deendayal nagar	ZONE-6	WARD-34	10392	3X2	28°52'6.04"N	78°45'13.18"E
15	Wave mall	Near MIT Collage	ZONE-6	WARD-34	10392	3X2	28°52'6.08"N	78°45'26.70"E
16	Deputy Ganj, Darzian	Deputy ganj	ZONE-5	WARD-42	7752	3X2	28°50'44.25"N	78°46'27.61"E
17	Willsonia college chowk	Deputy ganj	ZONE-6	WARD-13	21346	3X2	28°51'0.89"N	78°46'15.31"E
18	Hindu collage	budh bazar road	ZONE-8	WARD-47	12901	3X2	28°49'54.41"N	78°46'8.49"E
19	P.A.C. Tiraha	Kanth road	ZONE-8	WARD-13	21346	3X2	28°51'41.06"N	78°45'5.71"E

S. No.	Palace	Landmark	Zone	Ward no.	Population	Area	Latitude	Longitude
20	District court	Near SBI	ZONE-6	WARD-13	21346	3X2	28°50'44.97"N	78°46'19.48"E
21	RRK Mora road	Ashiyana colony	ZONE-6	WARD-18	10759	3X2	28°52'38.23"N	78°44'51.67"E
22	MadhubaniTiraha	Kanth road	ZONE-6	WARD-2	16676	3X2	28°51'50.44"N	78°44'58.54"E
23	Neem kipaio	Ganj bazar	ZONE-8	WARD-32	9607	3X2	28°50'21.39"N	78°46'25.01"E
24	Chandra shekhar park civil lines	Civil lines	ZONE-5	WARD-25	7921	3X2	28°51'16.71"N	78°45'37.45"E
25	Sonakpur stadium	Kila road kanth road	ZONE-6	WARD-34	10392	3X2	28°52'7.73"N	78°44'59.62"E
26	Outside parking	Town hall	ZONE-8	WARD-32	9607	3X2	28°50'14.05"N	78°46'29.60"E
27	Puranitahsiltiraha	Chomukha pull	ZONE-9	WARD-54	13925	3X2	28°50'22.03"N	78°46'24.73"E
28	Sufi ambaprasaddwar	Civil lines	ZONE-8	WARD-17	18337	3X2	28°50'39.03"N	78°45'47.00"E
29	Temple reserve police line	Civil lines	ZONE-8	WARD-17	18337	3X2	28°51'30.68"N	78°45'18.40"E
30	Civil line choraha near circle	Civil lines	ZONE-8	WARD-19	21346	3X2	28°50'58.08"N	78°46'1.31"E
31	Moradabad institute of technology	Near wave mall	ZONE-6	WARD-34	10392	3X2	28°52'17.84"N	78°45'25.74"E

Note: The proposed locations may change as per the requirement analysis of MSCL.

ATTACHMENT 2

OUTPUT WATER QUALITY AS PER IS 10500 (2012)

SL.No.	DESCRIPTION	COMPLIANCE
1	Colour, Hazen units, Max	5
2	ODOUR	Agreeable
3	TASTE	Agreeable
4	TURBIDITY, NTU, Max	1
5	pH	6.5 to 8.5
6	Total Dissolved Solid, mg/l, Max	500
7	Aluminum (as Al), mg/l, Max	0.03
8	Ammonia (as total ammonia-N), mg/l, Max	0.5
9	Anionic detergents (as MBAS), mg/l, Max	0.2
10	Barium (as Ba), mg/l, Max	0.7
11	Boron (as B), mg/l, Max	0.5
12	Calcium (as Ca), mg/l, Max	75
13	Chloramines (as Cl ₂), mg/l, Max	4.0
14	Chloride (as Cl), mg/l, Max	250
15	Copper (as Cu), mg/l, Max	0.05
16	Fluoride (as F) mg/l, Max	1.0
17	Free residual chlorine, mg/l, Min	0.2
18	Iron (as Fe), mg/l, Max	0.3
19	Magnesium (as Mg), mg/l, Max	30
20	Manganese (as Mn), mg/l, Max	0.1
21	Mineral oil, mg/l, Max	0.5
22	Nitrate (as NO ₃), mg/l, Max	45
23	Phenolic compounds (as C ₆ H ₅ OH), mg/l, Max	0.001
24	Selenium (as Se), mg/l, Max	0.01
25	Silver (as Ag), mg/l, Max	0.1
26	Sulphate (as SO ₄) mg/l, Max	200
27	Sulphide (as H ₂ S), mg/l, Max	0.05
28	Total alkalinity as calcium carbonate, mg/l, Max	200
29	Total hardness (as CaCO ₃), mg/l, Max	200
30	Zinc (as Zn), mg/l, Max	5
31	Cadmium (as Cd), mg/l, Max	0.003
32	Cyanide (as CN), mg/l, Max	0.05
33	Lead (as Pb), mg/l, Max	0.01
34	Mercury (as Hg), mg/l, Max	0.001
35	Molybdenum (as Mo), mg/l, Max	0.07
36	Nickel (as Ni), mg/l, Max	0.02
37	Polychlorinated biphenyls, mg/l, Max	0.0005
38	Polynuclear aromatic hydro- carbons (as PAH), mg/l, Max	0.0001

39	Total arsenic (as As), mg/l, Max	0.01
40	Total chromium (as Cr), mg/l, Max	0.05
41	Trihalomethanes:	
	a) Bromoform, mg/l, Max	0.1
	b) Dibromochloromethane, mg/l, Max	0.1
	c) Bromodichloromethane, mg/l, Max	0.06
	d) Chloroform, mg/l, Max	0.2
42	Radioactive materials:	
	a) Alpha emitters Bq/l, Max	0.1
	b) Beta emitters Bq/l, Max	1.0
43	Pesticide Residues Limits	(µg/l)
	i) Alachlor	20
	ii) Atrazine	2
	iii) Aldrin/ Dieldrin	0.03
	iv) Alpha HCH	0.01
	v) Beta HCH	0.04
	vi) Butachlor	125
	vii) Chlorpyrifos	30
	viii) Delta HCH	0.04
	ix) 2,4- Dichlorophenoxyacetic acid	30
	x) DDT (o, p and p, p – Isomers of DDT, DDE and DDD)	1
	xi) Endosulfan (alpha, beta, and sulphate)	0.4
	xii) Ethion	3
	xiii) Gamma — HCH (Lindane)	2
	xiv) Isoproturon	9
	xv) Malathion	190
	xvi) Methyl parathion	0.3
	xvii) Monocrotophos	1
	xviii) Phorate	2

Attachment 3**Specifications for the ATM Unit and Development of Site****1. General requirements**

- 1.1. General requirements and specifications for ATM Unit –space requirement for accommodating system.
- 1.2. Maximum covered area of ATM Unit shall be 06 sqm or as approved by the Authority
- 1.3. Indicative design for each water ATM are annexed at however the final drawing design submitted by contractor shall be as approved by the Authority.
- 1.4. It is mandatory for every bidder to submit layout plan showing the above maximum area requirement along with their bids. Bids of the bidders not complying with this are liable to be rejected.
- 1.5. Water Storage Tank shall be placed inside the ATM Structure.

2. Units of ATMs:

- 2.1. ATM Housing structure shall be of Stainless Steel (minimum Grade 304) with puff in between.
- 2.2. Thickness of Stainless Steel (Inner & Outer) should be minimum 0.5 mm duly filled with puff of 40 to 50 mm thickness. The outer design should aesthetically gel with the surroundings.
- 2.3. Ensure the structural stability and safety of the ATMs.
- 2.4. The structure should be appropriate to protect the whole ATM system, including its equipment and accessories in all weather conditions and it should withstand the extreme climatic variations.
- 2.5. The roof material of canopy should be PP reinforced UV stabilized Poly Vinyl/FRP covering.
- 2.6. The total floor area and canopy area of the ATM should be covered with Good quality vitrified/anti-skid tiles as approved by Authority.
- 2.7. The ATM should be provided with a LED sign board indicating the Authority's logo and water ATM as per the design approved by Authority.
- 2.8 Mono-crystalline solar panels with Battery bank of capacity to run the Dispensing system of the Water ATM for 3 hours without electricity.

Attachment 4

Indicative Shape and Design of the Water ATMs



Annexure – 2

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms and Condition of Tender

Tender Reference No. _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for above mentioned 'Tender Work' from the Websites namely:

As per your advertisement, given in the above mentioned websites.

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours's Faithfully

(Signature of the Bidder with official seal)

Annexure – 3

TECHNICAL BID FORMAT

3.1 Format to share Particulars of the Bidder

The Table below provides the format in which general information about the Bidder must be furnished.

S. No.	Information	Details
1	Name of Bidder	
2	Address and contact details of Bidder:	
3	Registration Number and Year of Registration	
4	Web Site Address	
5	EPF Registration No	
6	GSTIN	
7	Permanent Account Number (PAN)	
8	Revenue for the last 3 years (2017-18, 2018-19 and 2019-20 Year wise)	
9	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
10	Telephone number of contact person:	
11	Mobile number of contact person:	
12	Fax number of contact person:	
13	E-mail address of contact person:	

3.2 Format for Project Citation (Similar Works)

S.No.	Item	Details	Attachment Ref. No.
1	Name of the Project		
2	Date of Work Order		
3	Client Details		
4	Scope of Work		
5	Contract Value		
6	Completion Date		

Note: The Bidder is required to use above formats for all the projects referenced by the Bidder for the Pre-Qualification criteria and technical bid evaluation.
For each assignment, please furnish a copy of work order/ contract/ completion/ on-going certificate.

3.3 Format for Annual Turnover

ANNUAL TURNOVER

Requirements: The Average Annual Turnover to be provided in the following format for the last 3 Financial Years (2017-18, 2018-19 and 2019-20).

Financial Information			
Financial Year	2017 – 2018	2018- 2019	2019-2020
Annual Turnover (in Lakh)			

Note: Financial Information shall be certified by the Statutory Auditors along with UDIN. Photo Copies of the Balance Sheet for the above financial years should be provided along.

Financial Information

Net worth (in Lakh)

Note: Financial Information shall be certified by the Statutory Auditors.

3.4 Details of past assignments

Name of the assignment	
Month, year of commencement	
Month, year of completion	
Client name	
Client address including liaison and contact number & e-mail	
Contract value	
Objective of assignment	
[State the desired expectations of the Client and the ground conditions at the time of being commissioned.]	
Scope of work	
[List the activities to perform as part of the contract; refer to the activities that qualify as 'similar services' above.]	
Results achieved	
[List the results achieved as a result of the activities performed. A before/after approach may be used to illustrate this.]	

For each assignment, please furnish a copy of work order/ contract/ completion/ on-going certificate.

3.5 Team Composition

Organization and Staffing. In this section the Bidder should propose the structure and composition of its team. The Bidder should list the main disciplines of the assignment, the key expert responsible, and proposed technical staff.

Name of Staff with Qualification and Experience	Area of Expertise	Position Assigned

Note: In this section, the Bidders should indicate resources as per Team Structure as well as additional resources as may be deemed fit by the Bidder for completing the deliverables and achieving objectives of the assignment.

Annexure 4

Format for Declaration by the Bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

Chief Executive Officer

Moradabad Smart City Limited

PeeliKothi, Water Works Compound

Civil Lines, Moradabad, Uttar Pradesh 244001

Subject: Declaration for not being debarred/ black-listed by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally as on the date of submission of the bid

RFP Reference No: XXXX

Dear Sir/ Ma'am,

I, authorized representative of _____, hereby solemnly confirm that _____ (" Company") is not debarred/ black-listed by the Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, MSCL reserves the right to reject the bid or terminate the Contract without any compensation to the Successful Bidder.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

Annexure 5**Format of sending tender queries**

RFP Reference No: XXXX

Bidder's Request For Clarification				
Name and complete official address of the Bidder submitting query / request for clarification			Telephone, Fax and E-mail of the organization Tel: Fax: Email:	
S.No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1.				
2.				

Signature:

Name of the Authorized signatory:

Seal:

Date and Stamped:

Note: Bidder(s) are requested to send the queries in PDF with Sign and Seal and also in MS Excel for making consolidation process easy.

Annexure 6**PERFORMANCE SECURITY BOND FORM**

(BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY)

To

The _____

WHEREAS.....(name and address of the Contractor) (hereinafter called "the Contractor") has undertaken, in pursuance of contract no.....dated.....to supply (Name of the Project)(herein after called "the contract")

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a bank guarantee;

NOW THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the Contractor, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) 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 Contractor 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 thereunder or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of.....20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

Annexure 7

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending bid opening on ----- (date) in the tender no. --
----- of MSCL.

Shri/ Ms.ofis hereby
authorised to attend the bid opening for the tender mentioned above on behalf of
.....(Bidder) / in order of preference given below.

Specimen Signature of person
authorized to attend the bid opening

Signatures of bidder

Or

Officer authorized to sign the bid
documents on behalf of the bidder.

Note: 1. Only one representative will be permitted to attend bid opening.

2. Permission for entry to the hall where bids are opened may be refused in case
authorization letter as above is not produced before the bid opening committee.

Annexure – 8

Declaration of complying clauses regarding procurement from a bidder of a country which shares land borders with India. (On the Letter Head of the Bidder)

Date:

Place:

To,
CEO,
Moradabad Smart City Limited,
Water Works Compound,
Pili Kothi,
Civil Lines, Moradabad-244002

Sub: Self Declaration of complying with clauses regarding procurement from a bidder of a country which shares land borders with India.

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

Dear Sir,

I/ We have read the clause published via Office Memorandum No. 6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23rd July 2020 regarding restriction on procurement from a bidder of a country which shares land borders with India; I certify that (Name of the Bidder) is not from such a country nor any of equipment Contractors or, if from such a country, has been registered with the Competent Authority. I hereby certify that (Name of the Bidder), equipment Contractors, fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority has been attached]

(Signature)

(Printed Name)

Designation

Seal

Date:

Place:

Business Address:

Annexure - 9**Contract Form**

This Agreement is made this day.....between Moradabad Smart City Limited (MSCL), Peeli Kothi, Water Works Compound, Civil Lines, Moradabad-244001 (U.P.) (herein after called "the Employer") of the one part and _____ (herein after called "the Contractor") of the other part.

That WHEREAS the Contractor has the required professional skill, personal and technical resources, has agreed to execute the works on the terms and conditions set forth in this Agreement shall deliver goods, services and perform work as specified in the RFP for "<<Name of Work>>" (Tender Ref. No. <<Tender ref. no.>> & Tender ID. <<Tender ID>>) (herein after called the Works)

The Employer has accepted the Bid submitted by the Contractor for the execution and completion of this Works and the remedying of any defects therein, at a contract price of Rs. _____/- (Rupees _____ Only) inclusive of all taxes, levies and GST. The revised detailed BOQ is attached herewith as Annexure-1.

Now this Agreement witnesseth and it is hereby agreed as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Agreement, hereinafter, referred to and they shall be deemed to form and be read and construed as part of this agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Agreement and shall also operate and maintain the Works at its rated capacity, including maintaining the equipment in good operating condition, and remedying any defects therein in conformity in all respects with the provisions of the Agreement.
3. The Performance Security in the form of _____ of Rs. _____ (3%), would be forfeited by the Employer, in case the Contractor fails to deliver items and/or breaches terms & condition of the aforesaid tender document.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Letter of Acceptance;
 - (b) Notice to Proceed with the Works;
 - (c) Agreement Data;
 - (d) Conditions of the Agreement both General and Special;
 - (e) Contractors Bid;
 - (f) Any other document listed in the Agreement data as forming part of the Agreement &
 - (g) Complete Request for Proposal (RFP) Document.

In Witness whereof the parties hereto have caused this Agreement to be executed on the day and year respectively mentioned against the signature of each.

(Signature) Name_____	(Signature) Name_____
Name of the Company (Contractor) _____	Moradabad Smart City Limited

Witness for Contractor

Witness for MSCL

Annexure – 10

The main price bid must be submitted online in the provided .xls format only.

PRICE SCHEDULE

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	7	8
1	Cost for Design, Supply, Installation and Commissioning of Water ATM as mentioned in this RFP	20	Nos		A	
2	Total Cost for Operations & Maintenance of Water ATM with specifications mentioned in this RFP for Three years	20	Nos		B	
3	CGST (In INR Amount)	20	Nos		C	
4	SGST (In INR Amount)	20	Nos		D	
	Total value of tender including all taxes	E= A+B+C+D (This value will be used for Bid evaluation.)				

Note:-Please quote total cost inclusive of all the taxes (except GST) and levies in figure and words for A & B. GST should be clearly stated separately in C&D.

Annexure -11**BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT/BID SECURITY**

B.G. No. Dated:

1. In consideration of you, *** **, having its office at *** **, (hereinafter referred to as the "Employer", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of

..... and having its registered office at (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the *** ** Project (hereinafter referred to as "the Project") pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby as per terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of Rs. *** ** (Rupees *** ** only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Employer stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Employer is disputed by the Bidder or not, merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. *** ** (Rupees *** ** only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Employer and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Employer that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Bidder or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Employer to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees *** ** crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the BID Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms, its and authorized official.

(Signature of the Authorised Signatory)
(Official-Seal)

SECTION 5

GENERAL CONDITIONS OF THE CONTRACT

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION:

The General Conditions shall apply in contracts made by the Purchaser for the EPCC Contracts.

2. STANDARDS:

The Goods and Services supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Annexure-I.

3. PATENT RIGHTS:

The Contractor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof.

4. PERFORMANCE SECURITY:

4.1 The Performance Security would be 3 % (three percent) of the total value of contract.

The Bidder will furnish within 10 days of the issue of Letter of Acceptance (LOA)/ Purchase Order (PO), an Account Payee Demand Draft/ Fixed Deposit Receipt/ Unconditional Bank Guarantee (Annexure 6 under Section - 4)/ in favour of "Chief Executive Officer, Moradabad Smart City Limited" payable/en-cashable at Moradabad, from any nationalized or scheduled commercial Bank in India for an amount equivalent to 3% (three percent) of the total value of contract.

The performance security would be released after Completion of the Warranty and Maintenance Period (i.e 3 Years).

4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.

4.3 The Performance Security Bond shall be in the form of Bank Guarantee only issued by a Scheduled Bank and in the form provided in 'Annexure-IV' of this Bid Document. The validity of Performance Guarantee shall be 60 days beyond the date of completion of all contractual obligations of the Contractor including warranty obligations.

4.4 The Performance Security Bond will be discharged by the Purchaser without interest after a period of sixty days beyond completion of the Contractor's performance obligations including any warranty obligations under the contract.

5. INSPECTION, VALIDATION AND TESTS

5.1 The Purchaser or his representative shall have the right to inspect, validate and test the goods and services rendered as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the Contractor or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors without any charge to the purchaser. The Contractor, 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 Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

5.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the Contractor shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser.

5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.

5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector/ officer appointed by the CEO shall give the Contractor notice setting forth details of such defects or failure and the Contractor shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the Contractor free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the Contractor the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the Contractor.

5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the Contractor shall undertake to make good the same in a time period not exceeding six months. The Taking over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests

5.6 Nothing in clause 5 shall in any way release the Contractor from any warranty or other obligations under this contract.

6. DELIVERY:

6.1 Delivery of the goods & services and documents shall be made by the Contractor in accordance with the terms specified by the Purchaser in its Schedule of Requirements and special conditions of contract and the goods shall remain at the risk of the Contractor until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.

6.2 The delivery of the goods and documents shall commence immediately on placement of Purchase Order as per actual requirements and be completed within ONE WEEK thereafter.

7. WARRANTY:

7.1 The Contractor shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The Contractor shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) three years after the stores have been taken over under clause 5.5 above.

7.2 If it becomes necessary for the Contractor to replace or renew any defective portion(s) of the equipment under this clause, if any defect is not remedied by the Contractor within a reasonable time, the Purchaser may proceed to get the defects remedied from other Contractor etc., at the Contractor's risk and expenses, but without prejudice to any other rights which the purchaser may have against the Contractor in respect of such defects.

7.3 Replacement under warranty clause shall be made by the Contractor free of all charges at site including freight, insurance and other incidental charges.

8. PAYMENT TERMS:

8.1 Payment in r/o goods shall be made on its receipt by consignee and Certificate of Commissioning from MSCL Representative. For claiming this payment, the following documents are to be submitted to the paying authority.

- (i) Invoice
- (ii) Delivery Challan/ Bills in duplicate duly pre-receipted
- (iii) Contractor certificate for dispatch
- (iv) Excise gate pass / invoice or equivalent document in case of manufacturer.
- (v) Consignee receipt
- (vi) Certificate of Commissioning from the MSCL representative

8.2 No payment will be made for goods rejected at the time of receiving and the same will be returned to the Contractor.

8.3 If subsequent to payment any item of goods received is found defective, the same shall be returned to the Contractor and its price shall be adjusted against the next/subsequent bill or performance security of the bidder

9. PRICES

9.1 (i) (a) Prices charged by the Contractor for goods & services delivered and services performed under the contract shall not be higher than the prices quoted by the Contractor in his Bid.

(b) In the case of downward revision of Statutory Levies/Taxes during the finalization period of tender, the benefit has to be transferred to the buyer and the Purchaser reserves the right to ask for reduction in the prices.

(ii) (a) Prices once fixed will remain valid during the entire period of contract. Increase of Taxes and other statutory duties will not affect the price during this period.

(b) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the Contractor's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the Contractor.

10. Change in Purchase Order:

10.1 The purchaser may, at any time, by written order given to Contractor, make change within the general scope of contract.

11. SUBCONTRACTS

The Contractor shall not subcontract the work awarded to him under this tender. If it is found at any stage that the Contractor has sub-contracted the work, his all pending payments and performance security shall be forfeited and contract will be terminated without any liability to MSCL.

12. DELAYS IN THE CONTRACTOR'S PERFORMANCE:

12.1 Delivery of the Goods and performance of the services shall be made by the Contractor in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchasers reserve the right to short close /cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the Contractor and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting Contractors.

12.2 Delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.

12.3 If at any time during the performance of the contract, the Contractor encounters condition impeding timely delivery of the goods and performance of service, the Contractor shall promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for

performance of the contract (by not more than 14 days) subject to extending performance security by the Contractor accordingly.

12.4 If the Goods are not completed in the extended delivery period, the purchase order shall be short-closed and the Performance securities shall be forfeited.

13. LIQUIDATED DAMAGES

13.1 The date of delivery of goods and services stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 13.2 below.

13.2 Should the Contractor fails to deliver within the period prescribed for delivery, the purchaser shall be entitled to recover 0.2 % of the value of the delivery delayed for each day of delay or part thereof for a period up to 10 (TEN) days and thereafter at the rate of 0.5% of the value of the delivery delayed for each day of delay or part thereof for another six days of delay. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the Contractor.

13.3 Should the Contractor fail in respect of the terms of Operation and Maintenance, the Purchaser reserves the right to get the same rectified from other agencies and the Contractor would have to pay 1.5 times of the total bill raised by the other agency to the Purchaser.

14. FORCE MAJEURE

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, terrorist activities, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

15. TERMINATION FOR DEFAULT

15.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this contract in whole or in part

a) If the Contractor fails on any or all of the delivery within the time period(s) specified

in the contract, or any extension thereof granted by the purchaser pursuant to clause 12;

b) If the Contractor fails to perform any other obligation(s) under the Contract; and

c) If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

15.2 In the event the purchaser terminates the contract in part pursuant to Para 15.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods and services similar to those undelivered and the Contractor shall be liable to the Purchaser for any excess cost for such similar goods or services. However, the Contractor shall continue the performance of the contract to the extent not terminated.

16. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor. If the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

17. ARBITRATION

17.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Chairman, MSCL or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to his own duties or otherwise than the functions of the Chairman, MSCL or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chairman, MSCL, or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Chairman, MSCL, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment on the ground that the arbitrator is MSCL Employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as MSCL Employee he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chairman, MSCL or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

17.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

17.3 The venue of the arbitration proceeding shall be the Office of the Chairman, MSCL, Moradabad or such other Places as the arbitrator may decide.

If the Contractor is dissatisfied with the arbitration proceeding or the Chairman, MSCL decides then then the following procedure for arbitration will be followed

(a) In case of Dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting of 3 arbitrators one each to be appointed by the Employer and the Contractor and the third Arbitrator to be chosen by the two Arbitrators so appointed by the Parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the State Government.

(b) The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act a presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding arbitrator shall be appointed by the State Government.

(c) If one of the parties fails to appoint its arbitrator in pursuance of sub clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the State Government shall appoint the arbitrator. A certified copy of the order of the State Government, making such an appointment shall be furnished to each of the parties.

(d) Arbitration proceedings shall be held in Moradabad, Uttar Pradesh, India, and the language of the arbitration proceedings and that of all documents and communication between the parties shall be in Hindi/English.

(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(f) Performance under the contract shall continue during the arbitration proceedings and payments due to the Contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

18. SET OFF

Any sum of money due and payable to the Contractor (including security deposit refundable to him) under this contract may be appropriated by the purchaser or MSCL or any other person(s) contracting through the MSCL and set off the same against any claim of the Purchaser or MSCL or such other person or person(s) for payment of a sum of

money arising out of this contract or under any other contract made by the Contractor with the Purchaser or MSCL or such other person(s) contracting through the MSCL

19. PRODUCT DETAILS

The bidder should furnish the name of his collaborator (if applicable), brand name, model no. and type of the products offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

20. Compensation for delay

The successful bidder shall build the ATM at one location. Only after soliciting approval from MSCL 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 Contractor. If the Contractor does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount of Performance Security Deposit. Besides, appropriate action may be taken by the Engineer-in-Charge/Competent authority to debar him from taking part in future proposals for a specified period or black list him. The work shall, throughout the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the Contractor. If all the ATMs are not commissioned in due period of the schedule given by the Contractor, 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 Contractor for total capital cost of the number of not-completed Water ATMs

21. Extension of time

If the Contractor 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.

22. Definition of Engineer-in-charge

The term "Engineer-in-charge" means the designated person of MSCL who shall supervise and be in charge of the work on behalf of MSCL

23. Contractor to adhere to labour laws/regulation

7.1. The Contractor 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 Contractor it shall be recoverable by the State from the Contractor 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

24. 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 Contractor on commercial rates, except where otherwise specifically indicated.

25. Fair Wage Clause

(a) The Contractor 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 Contractor shall not be withstanding 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-Contractor 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 Contractor part of this agreement, the Contractor 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, deductions from wages, recovery of wages not paid, and unauthorized deductions, maintenance of wages register, wage card, publication or scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.

(d) The Engineer-in-charge shall have right to deduct from the security money due to the Contractor 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.

(e) MSCL, the Contractor 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-Contractor.

(f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be deemed to be breach of the Contract.

26. **Safety code**

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

27. **Retired Gazetted Officers barred for 2 years**

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

28. **Quality Control**

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

29. **Operation & Maintenance**

- a) The Contractor shall operate and maintain the ATMs in accordance with the RFP.
- b) The Contractor 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 MSCL 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 MSCL 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 IS standard 10500 (2012) requirement on any event, MSCL will impose a penalty as per penalty clause.
- c) In the event, the Contractor 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 MSCL ("Notice to Remedy"), MSCL 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 Contractor. The Contractor shall reimburse one and half times the costs incurred by MSCL on account of such repair and maintenance within 7 days of receipt of MSCL's claim therefor.
- d) The Contractor shall be deemed to be in material breach of requirements of the RFP, if MSCL, acting reasonably and in accordance with the provisions of this Agreement, has determined that due to breach of its obligations by the Contractor,
 - i. The maintenance of the ATMs or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the RFP;
 - ii. There has been a serious or persistent breach in adhering to the requirements of the RFP and thereby the ATMs or any part thereof is not safe for operations;
- e) Upon occurrence of a Material Breach of requirements of the RFP, MSCL shall, without prejudice to and notwithstanding any other consequences provided therefore under this Agreement, be entitled to terminate this Agreement

30. **OTHER CONDITIONS**

- **Planning, Designing and Execution of the Works**

The Contractor shall carry out, and be responsible for the design of the Works, including any site surveys, subsoil investigations, materials testing, and all other things necessary for proper planning and design.

With 10 days from Award of work, the Contractor shall start submitting drawings, construction documents etc. for review and approval by Employer's Representative. The Contractor will be fully responsible for ensuring that its designs, drawings, and construction documents satisfy all requirements for constructing Works that are complete and fully functional in all respects

The Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the Works, showing the exact as built locations, sizes and details of the works as executed. These records shall be kept on the Site and Two sets of such records shall be submitted to the Employer.

In addition, the Contractor shall supply to the Employer's Representative as built drawings of the Works, showing all Works as executed.

Contractor shall be responsible for Preparing Baseline Programme, upto acceptance of the Programme by MSCL, the Contractor should adhere to it strictly. The contractor shall ensure that preparation, updating and revision of programme of works are carried out by experienced and qualified personnel.

- **Electric Power Supply**

The Contractor shall make all the necessary arrangement for procurement of electric power required for the work. The Contractor shall submit his requirement of Electric Power Supply for carrying out permanent works, operating plants and equipment, labourers camp and field offices etc., as a part of his work plan. If necessary the employer will issue the necessary certificates, letters of recommendation etc., to the Contractor for obtaining the power supply. However, the employer shall accept no responsibility for any delays in obtaining the power connections. In addition, the Contractor shall maintain standby diesel generators of adequate capacity. Non-availability of electric power will not be considered a reason for delay in progress.

- **Water Supply for Construction, Labour Camps, Offices etc.**

The Contractor shall make all necessary arrangements for the procurement of water required for construction and labour. The employer shall issue on request from contractor, the necessary certificates, letters of recommendation etc., for obtaining the necessary permissions. The employer shall assume no responsibility for delay in progress due to delay in obtaining the permissions. The Contractor may drill bore wells as a source of construction water.

- **Telephone lines/ Wireless Communication Facilities**

These will be arranged by Contractor at his own cost. The employer shall give the necessary certificates and letters of recommendation

- **Land for Temporary Use**

Land for labour camps, storage yards temporary site sheds shall be arranged by the contractor at the site or nearby plot with the consent of MSCL at his own cost.

- **Contractor's Materials, Labour etc.**

The Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Notes, and Specifications taken together, whether the same is or is not particularly shown or described therein; provided the same can be reasonably enforced there from. If the Contractor finds any discrepancy therein he shall immediately and in writing refer the same to MSCL's Representative. The

decision of the MSCL's Representative shall be final and binding on the Contractor. Figured dimensions shall be followed and the drawings shall not be scaled from.

- **Materials:**

1. Steel, cement and other materials necessary for execution of this shall not be supplied by MSCL and same shall be procured by the contractor at his own cost. Procurement of and testing certificates for cement and reinforcement steel round bars or high yield strength steel deformed bars as required shall be arranged by the contractor at his own cost from standard, reputed manufacturers only. The contractor shall submit statement of sources for procurement of materials.
2. Procurement of all constructional materials as required shall be arranged by the contractor at his own cost from standard, reputed manufacturers/ Contractors. The royalty receipts, challans etc. shall have to be submitted to the contractor from time to time to MSCL.
3. The contractor will have to make his own arrangement for plants, equipment, machineries to be used in the execution of this work well in time after award of the contract.
4. The approved makes for various materials to be used in the project shall be as per the table given in tender.

- **Night Work & Work on Sunday and Holiday & Between Sunset and Sunrise**

No work shall be carried out on Sundays and MSCL Holidays and no work shall be carried out before and after office hours except with special permission of MSCL's Officer-in-charge in writing previously obtained. Withholding such permission shall be no ground of complaint on the part of contractor for cause for compensation of them. Working period shall be maximum eight (8) hours per day. Permission to work beyond 8 hours and to work on Sundays and Holidays will be entirely at the discretion of the Officer-in-Charge and cannot be claimed by the contractor as a matter of right and the refusal to grant such permission will not be set up as a ground for not completing the work within the contract period. Further to above condition, when Engineer in charge feels necessary to give permission to contractor to carry out the work on Sundays, Holidays and more than 8 Hours, extra supervision charges arising due to overtime working of MSCL's staff, shall be borne by the contractor at prevailing rates from time to time.

Such extra supervision charges shall be deducted by MSCL at its discretion from running bills of contract.

NIGHT WORK:

Subject to any provisions to the contrary contained in the contract, no work shall be carried out after office hours without the prior permission of the Officer-in-Charge except when the work is unavoidable or absolutely necessary, for saving life or property or for the safety of the work, in which case, the contractor shall immediately inform the Officer-in-Charge or his representative, provided always that the provision of this clause shall not be applicable in case of work which is customary to carry out by double or rotary shifts in which case sufficient advance notice shall be given of the intention to work at night to the Officer-in-charge after making all requisite arrangements and management of the areas, materials and equipment, required under any emergency etc. The contractor can carry on working after the office hours if so required, subject to provide undertaking in writing, for expediting the works or for any other reasons of technical safety. Adequate lighting and other measures should be taken by the contractor for proper supervision and execution of such works. The contractor shall however will not be entitled for any extra payments for night work. The responsibility of all kind shall be of the contractor.

- **Precautions to avoid any nuisance to the surrounding and neighborhood**

All the necessary precautions to be taken during the development of the project (either during day or night), to avoid any nuisance or any harm causing to the neighborhood/surrounding areas of the proposed construction site.

No complaint should arise from the neighborhood/ society dwellers, during the development work by contractor or any of the persons directly or indirectly related to the site work.

In case of any such conditions the contractor shall be fully responsible for the settlement.

- **Enabling Works**

The Contractor shall supply, fix and maintain at his own cost during the execution of works, all the necessary centering, and scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, hoarding, watching and lighting by night as well as the necessary equipment for protection of public and safety of any adjacent roads and railway lines. The Contractor shall remove any or all such centering, scaffolding, staging planking and equipment when ordered to do so by the Officer-in- charge or its representative

Representative and make good all matters and things disturbed during the execution of works to the satisfaction of the Officer-in- charge or its representative.

- **Temporary Diversions, Maintenance of same and traffic management**

It will be the responsibility of the contractor.

- **Environmental Safeguard**

The Contractor shall take action of following points and note the stipulations as under environmental safeguards as stipulated by the Ministry of Environment and Forests.

- a) Appropriate measures shall be undertaken while undertaking digging activities to avoid degradation of water quality.
- b) Borrow pits and other scars created during the road construction shall be properly leveled and treated.
- c) Adequate provision for infrastructures facilities, i.e. water supply, fuel, sanitation, etc. shall be ensured for labourers during construction period in order to avoid damage to the environment
- d) No excavation from or dumping of waste materials into any water body / wetlands shall be done.
- e) Borrow sites for earth, quarry sites for road construction and dump site shall be identified keeping in view:
 - No excavation or dumping on private property is carried out without written consent of the owner.
 - No excavation or dumping shall be allowed or wetlands, forests areas or other ecologically valuable or sensitive locations.
 - The excavation work shall be done without consultation with soil conservation and watershed development agencies working in the area
 - Construction spoil/soil including bituminous material and other hazardous material must not be allowed to contaminate water course and the dump sites for such materials must be identified well in advance before construction and lined properly so that they do not leach into the ground water.
- f) Any approvals required for the same shall be arranged by the contractor.

- **Shifting of Utilities**

- a) Contractor is required to liaison with concerned department for identifying exact location of the utility services. Any damages by the contractor while carrying outwork to the utilities shall be repaired at his own cost.
- b) Deposits / Supervision charges levied by Govt. dept. contractor for the purpose of shifting of utilities shall be reimbursable after due assessment, verification and scrutiny except for street light poles, set of signal poles, road signs/sign boards & consumer connection for water (Domestic/ Commercial)

- **Removal/ Diversion of Utility Services**

If the over ground / underground utility services like electric poles, telephone poles, water supply pipe lines, sewer lines, oil pipe lines, cables, gas ducts etc. owned by various authorities including Public Undertakings and local authorities shall be diverted by the Contractor is included in the cost quoted by the contractor and will not be paid extra. In case in the opinion of the Officer it is not possible to divert the utilities, the Contractor shall make necessary modifications in the structure at no extra cost to the client.

- **Utility Services**

The Bidder shall coordinate with Utility Providers for proper Shifting/ Relocating of the Utilities. The work shall be carried as per approval of Utility Provider. All the Charges required for Shifting / relocating of Utilities shall be included in the Quoted Rate and the Contractor shall not be paid extra for the same.

- **LABOUR EMPLOYMENT**

The Contractor shall furnish to the Officer-in-Charge every week during the progress of the works classified weekly returns of the number of the people employed on the work during the week. The report of skilled and unskilled labors shall be given in the prescribed form. The contractor shall have to obtain labor license from concerned Government department and shall have to submit to Employer.

The contractor shall strictly observe all the requirements laid down in the contract labour (Regulation and Abolition) Act,1979 and other acts amended from time to time.

- **Treasure Trove**

In the event of the discovery by the Contractor or his employees during the progress of the works of any treasure, coins, antiquities, fossils, minerals or other articles or things of value or interest, whether geological, archeological or any other such treasure or other things shall be deemed to be the absolute property of client.

The contractor shall take all reasonable precautions to prevent his workmen or any other persons from removing such things as above and shall immediately upon discovery thereof and before removal, acquaint the Officer-In-Charge/ MSCL of such discovery and carry out his orders as to the disposal of the same which will be at the contractor's expense.

- **Additional Conditions**

- (a) Any damage caused to either private or public property, services, Structures etc. shall be made good by the Contractor without any extra cost to the employer
- (b) Contractor need to ensure proper and adequate traffic safety signboards, barricades, lighting at night shall be displayed during day and night to ensure that no accidents takes place
- (c) Contractor shall submit Quality Assurance plan based on ISO 9000 series document to form the basis evolving the quality system, applicable for all quality related activities.
- (d) No excavated material shall allowed to be stacked on roadside/ footpaths/ public premises without written permission from competent authority.
- (e) Whenever new drains are constructed, the flow in the old drain will have to be suitably diverted to maintain the continuity of flow.

SECTION - VI

SPECIAL CONDITIONS OF CONTRACT

The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section II & "General (Commercial) Conditions of the Contract" as contained in Section IV and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section IV.

1. DEFINITIONS

- i. "MSCL" means the Moradabad Smart City 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 Contractor 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. "Contractors documents" means the calculations, drawings, manuals, models, other software, drawings, manuals, models and other documents of the technical nature supplied by the Contractor 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 MSCL
- 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 3 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 upto satisfactory Completion of Operation and Maintenance Period.

2. COMMUNICATION BETWEEN MSCL AND THE CONTRACTOR

2.1. Addresses for notices

Notices with legal and contractual issues shall be addressed to the CEO,
Moradabad Smart City Limited, Pili Kothi, Moradabad

All certificates, notices given by the Contractor under terms of the contract shall be sent by post, courier, email, or fax to or left at the office of the CEO, Moradabad Smart City Limited, Pili Kothi, Moradabad only.

All certificates, notices or instructions to be given to the Contractor by the Authority under the terms of the contract shall be sent by post, courier, email, or fax to or left at the Contractors principal address or the addresses as the Contractor shall indicate for this purpose only. It shall be essential for the Contractor to obtain a receipt of authorized officer otherwise the notice shall be treated as "null and void".

3. CONTRACT

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 there is a contradiction between the sections, the below hierarchy of sections in order of precedence:

1. The Agreement (including addenda, clarification, when signed by all parties concerned)
2. The Letter of Acceptance/ Purchase or Work Order
3. Section VI: Special Conditions of Contract
4. Section V: General Conditions of Contract
5. Annexure 1, Section IV: Works Requirement / Technical Specification
6. The Bid (accepted Price Proposal)
7. Bid Drawings
8. Completed Technical Schedules
9. Bidder's Technical Proposal other than Completed Technical Schedules
10. Any other documents issued by the Employer before signing the Contract Agreement and forming the part of the Contract

3.2. Agreement

Successful Bidder shall to execute an agreement in the prescribed form on non-judicial stamp paper of Rs. 100 or as revised by MSCL on the date of agreement, with the any other officer authorized by MSCL within a period of 10 days of the date of issue of letter of acceptance/ work order. The expenses of completing and stamping the agreement shall be paid by Contractor. The successful shall submit following documents with proposal/agreement.

- (i) All pages of the 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
- (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 G.S.T. clearance certificate attested by notary public valid at the time of opening of first envelope (if not provided with proposal).
- (vi) Copies of list of fixed assets and balance sheet duly notarized (if not provided with proposal) for the latest preceding financial year for which returns have been submitted.

4. MONTHLY REPORTS AND MEETINGS

4.1. Monthly reports

Monthly progress reports shall be prepared by the Contractor and submitted to the MSCL. The first report shall cover the period up to the end of the first calendar month following the commencement date. Reports shall be submitted monthly thereafter, each within two working days after the last day of the month to which it related.

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

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

The reporting format shall be developed by the Contractor 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 Contractor 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

5. Contractor's general obligations

The Contractor shall be responsible to designing, constructing / installing, operating and maintaining of Water ATMs at Public Places with appropriate arrangements as per the scope of work given in Annexure 1 Section 4 of the proposal document, so as to provide potable water of "OUTPUT PARAMETERS" at the outlet(s) of all Water ATMs installed under the contract. The "OUTPUT PARAMETERS" are defined in Special Condition of contract.

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

After the successful commissioning of the Water ATMs, the Contractor 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 Contractor 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 MSCL on paper as well as approved electronic media.

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

The O&M period for a Water ATM shall start from the date of successful installation of Water ATMs and shall continue for Three 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.

The Contractor 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 MSCL shall not relieve the Contractor from his responsibility regarding performance of the Water ATMs as per the parameters given in the proposal document. The Contractor 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.

5.2. Contractor's Representative

The Contractor shall appoint the Contractor's representative in consultation with the MSCL and shall give them all authority necessary to act on the Contractor's behalf under the contract. He shall similarly submit the name and particulars of other persons appointed for the work. The Contractor shall not, without the prior consent of the MSCL, revoke the appointment of the Contractor's representative or appoint a replacement. The Contractor's representative shall, on behalf of the Contractor, receive instructions. The Contractor'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 MSCL has received prior notice signed by the Contractor's

representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

5.3. Setting out

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

5.4. The Safety Procedures

The Contractor 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.

5.5. Quality Assurance

In addition to the provisions of agreement of general conditions of contract, the Contractor 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. MSCL shall be entitled to audit any aspect of the system.

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

5.6. Un-Foreseeable Difficulties

- (a) The Contractor shall be deemed to have obtained all necessary information as to risk, contingencies and other circumstances that may influence or affect the works;
- (b) By signing the contract, the Contractor accepts the total responsibility for having sustained all difficulties and costs of successfully completing the work
- (c) The contract rates shall not be adjusted to take account of any unforeseen difficulties or costs.

5.7. Rights of Way and Facilities

The Contractor 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 Contractor shall also obtain, at risk and costs, any additional facilities outside the side which he may require further purposes of the works.

5.8. Avoidance of Interference

The Contractor shall not interfere unnecessarily or improperly with:

- (a) the convenience of the public, or
- (b) In the access to and use and occupation of all roads and other land, irrespective of whether they are public or in the possessor, of the MSCL or others. The Contractor shall indemnify and hold the MSCL free against any form of damages, losses and expenses (including legal fees and expenses) resulting from any omission or commission of Contractor during the period of the contract.

5.9. Security of the Site

Unless otherwise stated in particular conditions:

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

5.10. Contractor's operations On-Site

The Contractor shall confine his operations to the site, and to any additional areas which may be obtained by the Contractor and agreed by the MSCL as working areas. The Contractor shall take all necessary precautions to keep Contractor's equipment and Contractor personnel within the site and these additional areas, and to keep them off adjacent land. The Contractor shall keep the site free from all unnecessary obstruction, and shall store or dispose of any Contractor's equipment or surplus materials. The Contractor shall clear away and remove from the site any wreckage, rubbish and temporary works which are no longer required.

6. 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 Bid Document

7. OPERATION AND MAINTENANCE MANUALS

Prior to the commencement of the tests on completion, the Contractor shall supply to the MSCL provisional operation & maintenance manuals in sufficient detail as specified in Annexure 1 Section 4 of the RFP. The work shall not be considered to be completed for the purposes of completion of works until the MSCL has received final operation & maintenance manuals in such detail.

8. 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.

9. CHANGE IN CONSITUTION OF FIRM

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

10. REPUDIATION OF CONTRACT

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

11. LEGAL PROCEEDINGS

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

12. FAILURE OR 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 MSCL, without any compensation to the Contractor.

13. Output parameters of treated water

The water from the ATMs should be as per IS 10500 (2012) standards mentioned in Tender and none of the prescribed parameters for potable water defined in IS 10500 (2012) should exceed under any circumstances

14. OPERATIONS

14.1. Variability of output

The MSCL 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 MSCL may ask to shift the installation and the Contractor shall shift the installed unit at location given by the MSCL without any additional payment.

In case quality of the water received by the Bidder at ATM is not of IS 10500 (2012) standards, the Bidder shall immediately inform/ bring to notice of the Engineer-Charge. In this case, it will be the responsibility of MSCL to take appropriate decisions in this regard.

15. TERMINATION

15.1. Contractor's default

- a) The MSCL 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,
- b) 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
- c) Not providing timely repairs resulting in non-functioning ATM
- d) Not providing the required lab & testing facilities or if it is established that the intentional false reporting is done by the Contractor
- e) Repeated non-performance even after giving notices.

15.2. Consequences of termination by MSCL

If the MSCL, with reasonable grounds, terminates the contract under Clause 15.1 above, the Security Deposit, and any other sums of the Contractor with the MSCL, shall be forfeited and action shall be taken against him as per General Conditions of Contract, if deemed appropriate.

16. INDEMNIFICATION

The Contractor to indemnify the MSCL against the following:

- (a) The Contractor 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 Contractor,
- (b) The Contractor shall indemnify, defend and hold harmless the MSCL 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:
 - (ii) Any breach by the Contractor of its obligations here under,

- (iii) Any negligent act or omission on the part of the Contractor, its subcontractors or their respective agents or employees, and
- (iv) Any willful misconduct or breach of statutory duty on the part of the Bidder, its subcontractors or their respective agents and employees.
- (v) Any other event where such indemnification has been expressly mentioned in this Conditions of Contract for Operation and Maintenance.
- (vi) Sickness or ill health caused to user after drinking water from ATW. All the liabilities arising out shall be born by the Contractor.
- (vii) Shortfalls in Standard norms laid down by Food Safety and Standard Authority of India (FSSAI). Contractor shall be responsible for Complying to such standard norms laid down by FSSAI

17. OTHER IMPORTANT CONDITIONS

1. In case where bid security is not submitted in the manner prescribed THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER.
2. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
3. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
4. Any clarification issued by MSCL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
5. The material shall be supplied in original packing from the manufacturer clearly indicating manufacturing date, expiry date & price etc. The supply shall be completed within the delivery time, from the date of placement of purchase/ Work order.
6. The Performance Security would be returned after satisfactory execution of the contract and effective recoveries, if any for defective goods etc.
7. Since the quantity given are approximate depending on the usage of the customer, may likely to vary MSCL reserves the right to vary the quantity mentioned by 25%.
8. Payment will be done on the actual quantity of the Goods supplied and work executed at the prices approved by the purchaser.
9. Award of contract will be done after the bidder selected if found to be technically, commercially and financially acceptable to MSCL.
10. MSCL reserves the right to:-
 - a) Accept or reject any of the bid and annul the bidding process without assigning any reason what so ever at any time prior to the award of contract,
 - b) Blacklist a bidder for a suitable period in case he fails to honor the terms of this bid without sufficient grounds.
11. The agreement shall be in force for a period of _____ months initially, which may be extendable by a further period of upto twelve months on the same rates, terms and conditions by giving one week's notice in writing to the Contractor, if decided upon to do so by MSCL.
12. The bid security/ deposit of the bidder would be forfeited, in case he refuses to honor the Purchase/ Work Order issued by the MSCL for supply of the materials and deposit performance security within the period specified in the tender/ letter of intent.
13. Selected bidder has to execute an agreement in the prescribed Performa (Contract Form)-Annexure-V- in a non-judicial bond paper of value not less than Rs.100/- (Hundred Only) as per the indent of the MSCL.
14. Any dispute arising out of the Agreement or the terms shall be subject to the exclusive jurisdiction of Courts of Moradabad, Uttar Pradesh.
15. During continuance of the contract, the Contractor, his subcontractors and Personnel shall abide at all times by all existing SARS-CoV2 infection/ COVID-19/ CORONA VIRUS Guidelines and Standard Operating Procedures (SOPs) of the State

or Central Government or local authority and any other SARS-CoV2 infection/ COVID-19/ CORONA VIRUS law (including rules), regulations, bye laws, that may be passed or notification, guidelines and Standard Operating Procedures (SOPs) that may be issued for SARS-CoV2 infection/ COVID-19/ CORONA VIRUS in future either by the State or the Central Government or the local authority.

16. CEO, MORADABAD SMART CITY LIMITED reserves the right to withdraw/ relax any of the terms and condition mentioned in the RFP, so as to overcome the problem encountered at a later stage for the smooth and timely execution of the project.