

Request for Proposal (RFP)

For

Installation, Operation & Maintenance of Mineral Water Dispenser Units at various locations in Jabalpur on Built, Own and Operate & Maintain under PPP mode.

October -2019



JABALPUR SMART CITY LIMITED (JSCL)

Jabalpur Smart city limited, Manas Bhawan Jabalpur, M.P- 482001

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Email:-ceojscl@mpurban.gov.in,

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DISCLAIMER

This Request for Proposal (RFP) is a Document to **“Request for Proposal (RFP) For Installation, Operation & Maintenance of Mineral Water Dispenser Units at various locations in Jabalpur on Built, Own and Operate & Maintain under PPP mode.”** contains brief information about the scope of work and selection process for the Bidder (or “the Bidder” or “the Contractor”). The purpose of the RFP document is to provide the Bidder with information to assist the formulation of their Proposal (“the Proposal”).

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of JSCL or SPV” or “the Authority”) 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 is neither an offer nor invitation by authority 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 proposal pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by authority 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 Authority, 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 (including the Financial Bid), 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. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority their employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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 this Bid Process.

The Authority 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 authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this Document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Bid/s. Jabalpur Smart City Limited (or "JSCL") or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document. All papers submitted with the bid are neither returnable nor claimable

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

JSCL reserves the right to accept or reject any or all Bids without giving any reasons thereof. JSCL will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Bid/s to be submitted in terms of this RFP Document. 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 authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and authority 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 for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1. BID DATASHEET

| # | Particulars | Details |
|-----|---|--|
| 1. | Name of works / services to be procured | Request for Proposal (RFP) For Installation, Operation & Maintenance of Mineral Water Dispenser Units at various locations in Jabalpur on Built, Own and Operate & Maintain under PPP mode. |
| 2. | Department | Jabalpur Smart City Limited (JSCL) |
| 3. | Tender Number | JSCL/2019/847ADM/76 Date 07.10.2019 |
| 4. | Tender Type | E-Tender |
| 5. | Web Site for E-Tender | www.mptenders.gov.in |
| 6. | Tender Currency Settings | Indian National Rupee (INR) |
| 7. | Non-refundable Tender document fee/Tender fee (INR) | INR Rs. 12500/- + GST 18% |
| 8. | Earnest Money Deposit (INR) | INR Rs. 2,00,000/- (Two lacs Only) |
| 9. | Key Dates | a. Online Bid Submission : 25.11.2019 17:30 b. Online Bid Open : 26.11.2019 11:00 Technical Bid c. Financial Bid : To be notified. d. Physical Submission : 27.11.2019 16:30 |
| 10. | Pre-Bid Meeting/Conference if applicable (Date, Time and Venue) | <p style="text-align: center;">Yes</p> 01.11.2019, 15:00 Jabalpur Smart City Office, Manas Bhavan, Jabalpur |
| 11. | Tender validity period (in days) | 180 days (from the date of Opening of Tender) |
| 12. | Name of the Authority's official for addressing queries and clarifications: | Chief Executive Officer Jabalpur Smart City Limited Manas Bhawan, Wright Town Jabalpur - 482001 Email: cejscl@mpurban.gov.in |

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| 13. | Association Arrangements and Joint Ventures with other experienced firms for this assignment are permitted. |
| 14. | The Addendum, if any, shall be uploaded on referred websites and shall be binding on Applicant bidders. |
| 15. | Performance Security: Rs. 5,00,000/- (Rs. Five Lacs Only) Performance Security should be deposit in the form of FDR on the date of signing of agreement. Same will be release after successful completion of work. |
| 16. | Joint venture is allowed as per the terms and conditions of this bid. |
| 17. | <p>General Conditions:</p> <ol style="list-style-type: none"> 1. The detailed terms and conditions are given in the Request for Proposal (RFP) can be viewed or downloaded from the website: https://mptenders.gov.in by the prospective Successful bidders & the same can be submitted online. Bid submitted through other mode shall not be accepted. 2. Interested eligible applicants may obtain further information from the JSCL office. The project consists of works as mentioned in the RFP document. A firm will be selected under the procedure as described in the detailed RFP. 3. Conditional Tenders will not be accepted. JSCL has right to accept/reject any tender without assigning any reason. JSCL reserves all rights to reject whole or part of the Proposal, all or any proposal and to modify the terms and conditions. 4. Successful bidder's financial offer should include cost of all activities required as per the Scope of Work; all rates quoted in the Financial Bid shall be deemed to be inclusive of all types of direct and indirect taxes or levies of duties imposed by Central/State Government or local bodies. 5. Successful bidder will be selected under the procedure as described in detailed RFP Document. 6. If the bid opening date is declared a holiday for Jabalpur Smart City Limited, then bid will be opened on next working day at the same time and place as mentioned in RFP. |

2. INSTRUCTIONS TO BIDDERS

Under this process, the Pre-qualification/ Technical online bid application shall be invited at single stage under two covers i.e. PQ/Technical bid. Eligibility and qualification of the applicant will be first examined based on the details submitted online under PQ or Technical bid with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the

commercial/financial bid shall be opened for only those Applicants whose PQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

- a. The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can also be made online directly through RTGS/NEFT Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoMP (Govt. of Madhya Pradesh)
- b. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://mptenders.gov.in> to be eligible to participate in the e-Tender. Bidder will be required to make online payment of EMD fee mentioned above in due course of time. If the intended bidder fails to pay EMD fee under the stipulated time frame shall not be allow to submit his / her bids for the respective event / Tenders.
- c. The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- d. In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- e. The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications / bids not submitted'.
- f. Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- g. Any intending bidder can contact the helpdesk on or before prior to 4 hours of the scheduled closing date & time of respective e-Auction/ Tender event.
- h. Late/ delayed RFP/tender received after the stipulated date and time of submission of RFP

shall be rejected out rightly. It is requested to visit the website on regular basis for any addendum/corrigendum.

3. ELIGIBILITY CRITERIA

1. The bidder should be an Individual Firm/Partnership Firm/Company incorporated in India and operating for at least last 3 years.
2. The Bidder(s) could be individual companies or a Consortium of companies. The Consortium can be of maximum 3 Companies. In case of a Consortium the members must nominate one of them as the Prime Bidder who shall be responsible to JSCL for undertaking and discharging all responsibilities related to the Bid Process and the Project. The arrangement among the members of the Consortium shall be disclosed in the bid and binding on the members and no change in role and responsibility of the members would be accepted after the submission of the bid. The Prime Bidder shall respond to all queries and clarifications and ensure compliance to Bid Process requirements. The consortium partners of any firm should not enter in to consortium / JV / sub contract/ etc. with more than one Prime Bidder. Consortium agreement and power of attorney should be submitted.
3. The Bidder or the Prime Bidder Or the consortium partner (in case of consortium / JV) should have completed or currently in operation at least 2 years and should have performed similar nature of work of installation and operations of Mineral Water Dispenser Units for public use and submit documentary evidence in support thereof.
4. Copies of registration certificate of the firm/company, Memorandum and Articles of Association in case of firms registered under the Companies Act.
5. Experience of installation and maintenance of such Water Dispenser Units in a city. The above experience of bidder should be considered for Govt. / semi govt./PSU only.
6. The bidder should have a registered GST number of place where his business is located; Income Tax PAN.
7. The bidder who is a defaulter or blacklisted by any government organization before the date of opening of techno commercial Bid cannot participate in the tender.
8. The bidder in case of consortium /JV should be in operation of at least 3 years in India, as on 31st march 2019 and having an average turnover of exceeding Rs 75 Cr. in last 3 financial

years. Certified copy from a registered Chartered Accountant to establish the general requirements is a must.

9. The letter from the CA certifying that the bidder/consortium/JV in profit in last three year.

4. PROJECT DESCRIPTION & OBJECTIVES

Under the smart city mission for the Jabalpur, the city endeavour to remain a healthy city where the well-being of its citizens is of primary importance. It is in these endeavours, city administration proposes to install **“Mineral Water Dispenser Units at various public places in Jabalpur on Built, Own and Operate & Maintain under PPP mode”**.

Jabalpur Smart city limited create an infrastructure for providing 24 x 7 potable water vending facility to general public at approachable distance.

SCOPE OF WORK

- a. This project is to provide regular, potable mineral and cold water to the general public at large at various markets and other public places.
- b. Bidder will install Operation and Maintenance of Water dispenser units as per specifications, listed out in **Annexure “A”** hereto.
- c. No payment towards cost of Installation or O & M shall be paid by JSCL along with the advertisement rights.
- d. Electricity / Water connection will be provided by JSCL. However cost of Water and Electricity charges will also borne by the Successful bidder as per the rules and regulation & rates of JMC/ MPPKVCL.
- e. Mineral water dispenser unit should be placed correctly and no obstacle in the bidder shall repair, maintain and operate the allotted Water dispenser unit with structure and electrical fittings and fixtures, in good condition, during the concession period. However for the non-maintenance of water dispenser units by the Successful bidder may result into termination of the contract.
- f. Bidder will not charge any cost from consumer's for the treated water during the contract

period.

- g. Treated Water quality should be according to norms of **WHO drinking water standards/** Indian standard with up to date amendments
- h. Mineral water dispenser unit should be placed correctly and no obstacle in traffic will be accepted.

WATER QUALITY

- a. The Mineral water dispenser unit shall dispense potable water system operated vide minimum 5 stage cleaning system (including Reverse osmosis membrane and UV filter compulsory). The dispenser shall have a real time water quality showing monitor. The company has to get certified the system 3rd party certified every year.
- b. The Mineral water dispenser unit shall be equipped with real sensing technology connected via a central server. Drinking Water quality must be ensured as per the **WHO drinking water standards/ Indian standard with up to date amendments.**
- c. To upkeep and maintain the cleanliness, it will be allowed to use anti-skid mat in the front/surrounding of unit.
- d. To minimize the wastage of water through RO system.
- e. Submission of monthly report: a monthly report of each Water dispenser unit shall be submitted to JSCL/JMC with each and every details pertaining to operation of water dispenser unit
- f. Any consequences by supplying poor quality of water will totally responsibility of successful bidder.
- g. Water work department chemist of Jabalpur Municipal Corporation will certify the quality of water time to time as required by JSCL/JMC.

5. COMPLETION PERIOD

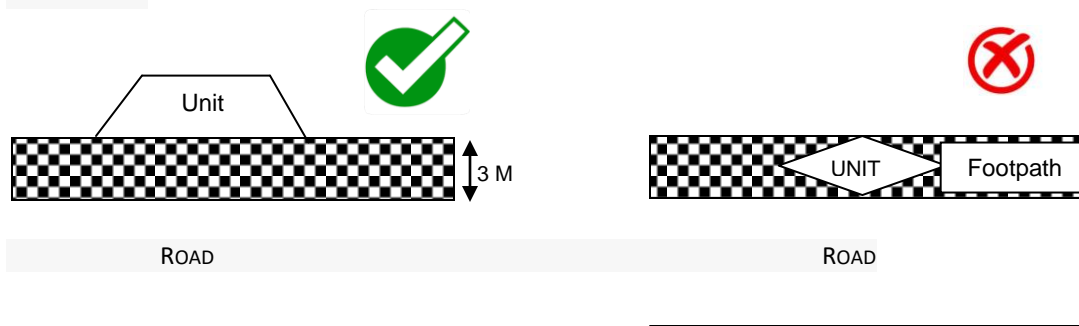
- a. The date of commissioning of Water dispenser units will be reckoned from date of physical installation of Water dispenser units after certifying from project officer.

- b. The locations will be identified by project officer and consented by successful bidder. The total time limit for this work will be 10 years. The date of commencement of work will be reckoned after successful installation of first Water dispenser unit.

6. UNIT AND ADVERTISING DISPLAY AREA

- a. 200 Sq. Ft. areas for the Water dispenser unit including all components.
- b. 200 Sq. Ft. areas per site, for the usage of commercial Space for advertising are permitted.
- c. **Any kind of violation in MP Outdoor media policy 2017 will be penalized heavily as deemed fit to Executive Director.**

SITE MAP



7. LOCATIONS

The Mineral Water dispenser units may be installed at Bus Stops, public places under JMC limit, Parks, Parks, entrance/ exit of Bus Stations, parking areas any other place identified by the Municipal Corporation, There shall be minimum distance of 300 metres between 2 units. The site shall not interfere with pedestrian movement and therefore the units shall be installed within the ROW (as per the provisions of the MP outdoor media police 2017), with any existing structure like public utility kiosk, bus stop, etc.

The Identified locations of Water dispenser units should be strictly adhering as per MP outdoor media police 2017.

List of Preliminary identified Locations:

| S.No | Location | No of Unit |
|------|----------------------------------|------------|
| 1 | Nagar Nigam Jabalpur Head office | 2 |

| | | |
|----|---|---|
| 2 | ISBT | 3 |
| 3 | Near Kachpura/Gulua Taal | 1 |
| 4 | Gandhi Library/Near Victoria Hospital | 1 |
| 5 | Suhagi Zonal Office | 1 |
| 6 | Ranjhi Filter Plant | 1 |
| 7 | Collector Office | 2 |
| 8 | Ekta Chwok | 1 |
| 9 | Vijay Nagar Near SBI chowk | 1 |
| 10 | In front of ICCB building | 1 |
| 11 | Near High Court | 1 |
| 12 | Near SP Office | 1 |
| 13 | Aadi Shankra Charya Chowk(Choti line fatak) | 1 |
| 14 | Gorakhpur Police Station | 1 |
| 15 | Gwarighat | 1 |
| 16 | Umaghat | 1 |
| 17 | Near Big Bazar | 1 |
| 18 | Goharpur Bus Stop | 1 |
| 19 | Adhartal Main road | 1 |
| 20 | JNKVV | 1 |
| 21 | Richai Tiraha | 1 |
| 22 | Near ITI | 1 |
| 23 | Near RTO office | 1 |
| 24 | Ranital Chowk | 1 |
| 25 | MLB School | 1 |
| 26 | Near Cherital School | 1 |
| 27 | Golbazar | 2 |
| 28 | Nagrath Chowk | 1 |
| 29 | Income Tax Office | 1 |
| 30 | Polytechnic College | 1 |
| 31 | Jabalpur Engg. College | 1 |
| 32 | RDVV | 1 |
| 33 | Dumna Nature Park | 1 |
| 34 | Damoh Nakar Old Bus Stand | 1 |
| 35 | Tripuri Chowk | 1 |
| 36 | Near Madan Mahal Railway Station | 2 |
| 37 | Supta Taal | 1 |
| 38 | Medical College | 2 |
| 39 | Nagpur Road near gyan ganga college | 1 |
| 40 | Tilwara ghat | 1 |
| 41 | Gwarighat Main road | 1 |
| 42 | Near Howbag College | 1 |
| 43 | Noudra Bridge | 1 |
| 44 | Shri Nath ki tailya | 1 |

| | | |
|----|------------------------------|----|
| 45 | Bhavartal garden | 2 |
| 46 | Kanchghat Main road | 1 |
| 47 | Ukhari Chowk | 1 |
| 48 | Damoh Nakar Sanskrit College | 1 |
| 49 | Krishi Upaj mandi | 1 |
| 50 | Aga Chowk | 1 |
| 51 | Katanga Tiraha | 1 |
| 52 | Teen Patti Chwok | 1 |
| 53 | Labour Chowk | 1 |
| 54 | Shakti Bhavan Road | 1 |
| 55 | Empire Takies | 1 |
| 56 | Near kalchuri Hotel | 1 |
| 57 | Civil Line Main road | 2 |
| 58 | Hamuman Taal | 1 |
| 59 | Chanchla bai college | 1 |
| 60 | Shailparn | 1 |
| 61 | Near Madan Mahal fort | 1 |
| 62 | Tilhari Main Road | 1 |
| 63 | Trimurti Nagar | 1 |
| 64 | Civic Centre | 1 |
| 65 | Vetenary College | 1 |
| 66 | Tripur Sundari Madir | 2 |
| 67 | Dhavantri Nagar | 1 |
| | | 75 |

- a. The locations mentioned above are preliminary identified. But it can be changed as per their feasibility with prior approval of project office.
- b. The successful bidder should obtain and coordinate to concern govt./public/private authority for seeking necessary approval as required.
- c. Water dispenser unit installation other than approved location liable for penalty as recommended by Executive director/CEO JSCL.

8. DISPLAY OF ADVERTISEMENT

- a. The bidder shall have the right to display advertisement at the Mineral Water dispenser unit during the contract period. The advertisement area is to be created on / above the front only on two sides of the structures, restricted as Annexure "B". The advertisement shall be concealed within the land allotted only. The displays at the Water Dispenser Unit

to be constructed shall be per the design with mutual understanding between the Successful bidder and JSCL. The decision of Supreme Court, High Court, State and local authorities should be adhered.

- b. The bidder shall not exceed the prescribed portion of the Mineral Water dispenser unit for display of advertisement and shall ensure that no colour matching that of the traffic signals i.e. Red, Orange and Green is used for display of advertisement.
- c. The bidder shall not display any advertisement related to liquor, cigarette, tobacco or tobacco products or any advertisement which is abusive/obscene/vulgar/negative, in nature, or which violates the code of conduct, in any manner whatsoever, and ensure that public decency is maintained. He shall also not allow display of any religious advertisement that may cause any resentment among the public, in any way whatsoever.
- d. The advertisement shall not contain any thing that contravene the Advertising Industry's Code of Ethics, (refer List of Negative Advertisements) or that otherwise causes a traffic hazard.
- e. List of negative advertisements (As contained in the Outdoor Advertising Policy of govt. of India/ MP and JMC/JSCL):
- f. Nudity Racial advertisements or advertisements propagating caste, community or ethnic differences directly or indirectly:
 - 1. Advertisement of drugs, alcohol, cigarette or tobacco items.
 - 2. Advertisements propagating exploitation of women or child.
 - 3. Advertisement having sexual overtone.
 - 4. Advertisement depicting cruelty to animals.
 - 5. Advertisement depicting any Nation or Institution in poor light.
 - 7. Advertisement banned by the Advertisement Council of India
 - 8. Advertisement glorifying violence.
 - 9. Destructive devices and explosives depicting items.
 - 10. Lottery tickets, sweepstakes entries and slot machines related

advertisements. Any psychedelic, laser or moving displays.

11. Advertisement of Weapons and related items (such as firearms, firearm parts and Magazines, ammunition etc.
 12. Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing Advertisements which may be obscene or contain pornography or contain an "indecent representation of women".
 13. within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986
 14. Advertisement linked directly or indirectly to or include description of items, goods or services that are prohibited Cosmetics Act, 1940, the Drugs And Magic Remedies (Objectionable Advertisements) Act, 1954, the In under any applicable law for the time being in force, including but not limited to the Drugs and Indian Penal Code, 1860; or Any other items considered inappropriate by the Committee.
- During the period of contract, if on any grounds any advertisement(s) is/are objected to by any competent authority then the Executive Director/CEO, Jabalpur Smart City Limited or his authorised representative shall have the right to remove such advertisement(s) at the cost of Successful bidder and the JSCL shall not be liable to pay any refund/damage or claim thereon. The Successful bidder, will however, be permitted to display any other advertisement in lieu thereof. No claim for damages etc. will be maintainable on that account.
 - After installation of the water dispenser unit, the JSCL will allow complete discretion to the Successful bidder to exercise advertisement rights and use the space available for commercial purposes, provided it does hinder smooth operation and usage of the water dispenser unit.

8. YEARLY FEE (YEAR MEANS FINANCIAL YEARS)

- Successful bidder will pay monthly fees as per their allotted site in first week on every month to JSCL.
- The successful bidder should pay monthly fees as per prescribed manner and time. The delay in payment will be charge at interest of 18% per annum.

9. TERMINATION OF CONTRACT

- The JSCL reserves the right to terminate the contract for breach of any of the terms and conditions of allotment, after providing due opportunity of hearing to the bidder.

10. PENALTY IN CASE OF NON-PERFORMANCE

- a) The successful bidder will ensure the quality of drinking water as per WHO drinking water standards Edition-IV (2011)/ Indian standard and submit chemical analysis report time to time as directed by project officer.
- b) The non performance/non functional of Mineral Water dispenser unit for more than 4 hours in a day during operational hours will be considered as 1 day of non operation. Not dispensing of water shall be termed as non performance/non functional.
- c) In case the water quality is not as per standard the Water dispenser unit should stop dispensing water immediately. If the machine is found dispensing water not conforming to standard JSCL/JMC shall impose a penalty of Rs. 2,000/- for each such event for each Water dispenser unit.
- d) In case of non operation/non functional of Water ATM beyond 4 hours in a day, penalty shall be imposed as follows:
 - a. Up to 2 Days - Rs.500/-per day/per unit
 - b. From 3- 5 days - Rs.1000/- per day/per unit
 - c. Above 5 days - Rs.1500/- per day/per unit
- e) **These penalties will be decided by the competent authority by reviewing the data obtain from ICCC on sensor based monitoring system. The maximum penalty should not be more than per month Rs. 10000/-.**
- f) Beyond the above mentioned days of non performance/non functional of any water unit JSCL may initiate the termination of the License Agreement with forfeiture of Security Deposit after adjustment of any dues payable to JSCL.
- g) If Total penalty imposed is more than Rs. 1,00,000 during the agreement ,the agreement may be terminated with forfeited of Security Deposit (FDR), subject to approval of Executive Director, JSCL.

- h) The JSCL vide the contract agreement shall reserve right to terminate the contract agreement, if the company violates any of above said regulations and following conditions:
- a. The company continues flouting of provisions of the **Madhya Pradesh Outdoor media police 2017 and its amendment.**

11. DAMAGES

- Any damage to the foot-paths, tiles, kerb-stones, central verge or any other ancillary structures, during construction / maintenance / operation of the Water dispenser unit, including supporting structure shall be the sole responsibility of the Successful bidder, which shall be made good by the Successful bidder, as per existing specifications, at its own cost.

12. COMPLIANCE OF SPECIFICATIONS

- The specification of the ATM is strictly adheres as mentioned in bid document.

13. GST

- GST shall be exclusive of the rate quoted and as applicable with up to date prescribed by the government.

14. TITLE OF LAND

- JSCL shall continue to be the absolute owner of the land. JSCL will allow the bidder to install, operate, maintain and advertise on the land where the mineral water dispenser unit is installed.

15. DESIGN CRITERIA FOR VARIOUS ELEMENTS OF PROJECT

- The bidder will be responsible to carry out the necessary surveys and obtain the required statistical data/information for the sake of actual planning and execution of the machine that would form a part of the project. It would be binding on the part of the Successful bidder to

have designs that would have an ethical look and contribute to the enhancement of the beauty of its precincts. Wherever applicable

- **IRC guidelines will be applicable on highway roads**
 - **BIS**
 - **Madhya Pradesh Outdoor advertisement Media Rules 2017.**
- All these standards and acts would hold well as regard to various components/ elements of the project. All the designs have to confirm to the above standards wherever applicable and need to be on par with international designs.

16. SPECIAL CONDITIONS

- a) Though the successful bidder will be solely and fully responsible for Survey, Planning, Designing, Constructing / Erection in accordance with specifications and sound engineering practice, it is considered necessary in public interest that these aspects are get approved from JSCL for this purpose.
- b) The bidder shall adopt necessary precautionary and effective methods so as to not to disturb the flow of routine traffic during the execution of work for this Project. The bidder shall carry out necessary maintenance and repairs of the civil structure and signage part of the project sites scheme strictly in accordance to the specification and keep them in proper condition till the project is finally handed over to the JSCL at the end of concession period.
- c) The bidder shall ensure that all the necessary environmental clearances from the concerned departments of the Corporation / State Governments are available to the bidder prior to the commencement of the execution of the project.
- d) Repairing of the structure will be the responsibility of the bidder.
- e) Any new Amendments, Regulations, Rules, Policy. Acts will be applicable.
- f) On the acceptance of tender bidder will have to submit the appropriate amount of non judicial stamp paper to execute agreement at its own cost.
- g) Bidder needs to make arrangement of electricity from its own cost for publicity material. However the regular electric bills of the party shall be borne on its own, JSCL will not be

responsible for its bills and other cost. All the rules pertaining to electricity act will be followed by the Successful bidder. NOC for electricity connection shall be provided by JSCL.

- h) Any theft, damage, breakage of the structure, electrical fixtures, erected/provided by the Successful bidder shall be the responsibility of the Successful bidder and the repairs/replacement shall be done by the bidder during the contract period, at its own cost.
- i) The successful bidder should synchronize installed Water dispenser units with our ICCC for live connectivity as directed by project officer.
- j) Bidder needs to make arrangement of water harvesting system.
- k) JSCL shall not guarantee repayment of loans secured by the bidder.
- l) Remote Monitoring Capabilities.
- m) Power backup facility in case of failure of electricity. Solar System may install if required.
- n) Cabinet model design for safe and healthy, durable and easy installation.
- o) Preserve the surroundings in a clean manner.
- p) Water Quality parameters will be transmitted to central server/ICCC of JSCL where these would be monitored for process deviations including remotely tracking purification process and water quality. Field personnel will be notified if there is case of deviation.
- q) Capture the data from various sensors used in the water dispenser unit and stored to central server on real time basis. Required Hardware and Software will install by the successful bidder at own cost. Access will provide to JSCL/JMC. System should be secure.
- r) Event alarm to be generated if the machine is not working properly.
- s) **A help desk/service desk contact details should be mention in each Water dispense unit.**
- t) **Any consequences by supplying poor quality of water will totally responsibility of successful bidder.**

17. EVALUATION AND ACCEPTANCE

- The right to negotiate with any of the bidders whose offer has been found to be responsive and attractive to the JSCL is reserved.

- The acceptance of Bid offer shall be communicated to the bidder by letter or e-mail or otherwise, either by the bid opening Authority, or committee or from the office of the JSCL.
- The bidder and JSCL will enter into an agreement comprising; the original copy of the bid documents, revision and amendments, correspondence with and by the JSCL and the drawing will form part of the agreement.
- The earnest money deposit of the successful bidder shall be returned after the completion of the project. EMD of All other bidders will be returned after the selection of successful bidders.

18. SPECIAL INSTRUCTIONS

- a) The bidder shall be deemed to have studied all the plans. Specifications terms and conditions of the tender and JSCL rules and regulations. The bidder is advised to get himself fully acquainted with the site conditions various levels; availability of labours, basic materials, water and electricity etc. before submitting the proposal. If bidder desires to have any further information in regard to the project he may contact the officer-in-charge as might be appointed by The CEO, Jabalpur smart City Limited.
- b) The successful bidder should be submitting the detail drawing of individual water unit for permission and approval from competent authority before execution of work at site.

19. CONDITION AND STIPULATIONS TO BE OBSERVED WHILE MAKING THE PROPOSAL

- a) The bidder should carry out his own studies and assessment independently to arrive at likely revenue from advertisement and other revenue sources etc. Similarly bidder should carry out his own field survey and investigation and collect necessary data and prepare his own cost estimate for formulating the proposal that would be required to complete the total project.
- b) The bidder will have to make arrangements for finance in the scheme from his own resources or from open market borrowing.
- c) The JSCL will provide no advance or loan for implementation of the project.

- d) No permanent structure except those, which are ancillary to the project (site office etc), shall be permitted to be constructed by the Successful bidder. The location and the layout of these ancillary structures will have to be removed immediately after completion of the project.
- e) The bidder shall base their proposal on the area demarcated for the, purpose of Advertisement and the same shall be depicted in the designs/ drawings.
- f) **The final decision for allotment of suitable site of Water dispenser unit will be solely is the right of executive director of JSCL.**

INSPECTION

- All works under or in course of execution in pursuance of the contract at all times be open to the inspection and supervision of the Engineer. It will be the responsibility of Successful bidder to ensure that either the Successful bidder or his authorized agent shall remain present to receive orders and instruction of the Engineer.

20. SAFETY PROVISIONS

- The bidder shall make arrangements at his own expense for the safety of the water dispenser units and people as required. In case the bidder fails to make such arrangements, the Engineer shall be entitled to cause them to be provided and to recover the cost thereof from the Successful bidder.

21. SITE CLEARANCE

- The bidder after completion of the work shall clear the site of all debris and remove all unused materials, plants, machinery, equipment, tools etc. The Successful bidder shall also have to clear the site of all-temporary works/structures, site office, labour camps, etc, constructed/erected for the execution of the project and obtain a completion certificate from the Engineer. The work shall be treated as complete after a relevant completion certificate is issued by the Engineer.

22. SETTLEMENT OF DISPUTES

- Under no circumstances whatever, shall the bidder be entitled to submit any claim for consideration of the JSCL on any account unless the Successful bidder shall have given sufficient prior intimation and shall have submitted the details in writing to the Engineer within three month of the cause of such claim.
- Except where otherwise specified in the contract document and the subject to the powers delegated to him by the JSCL under the codes/rules then in force the decision of the Officer/Engineer appointed by Executive Director Jabalpur Smart City Limited for the time being shall be final, conclusive and binding on all parties to the contract, upon all questions relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right matter of thing whatsoever if in way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof during operation maintenance.

ARBITRATION: Where any dispute is not resolved as above, the following provisions shall apply:

- The dispute shall be submitted to arbitration at the request of either party upon written notice to that effect to the other party (a Notice-or Reference) in accordance with the provision of Indian Arbitration and conciliation Act, 1996 including amendments if any, upon the last date of submission of bids.
- The place of Arbitration shall be the Courts of MP High Court, Jabalpur, Madhya Pradesh
- The Arbitration shall take place before a two Arbitrators, or such lesser number as may be mutually agreed by the parties to be appointed Jointly by both the parties, whereas both the parties will have 30 days for the appointment of the arbitrator, if either of the parties fail to recommend the arbitrator then other party can appoint the arbitrator within 30 days of the notice. The arbitrator should be select as per the act and finally approved executive director, Jabalpur smart city limited.

- The parties shall agree upon the identity of the Arbitrator (s) within 15 working days of the Notice of Reference by the relevant party. If the parties are unable to so agree upon the identity of the Arbitrator (s) then:
- The decision as to the identity of the Arbitrator(s) shall be final after approval from executive director, JSCL.

23. LABOUR

- The Successful bidder shall comply with all the statutory provision in respect of all the employees employed by him on the project such as Minimum Wages Act 1948, Payment of Wages Act 1936, Apprentices Act 1961, Successful bidder Labour (Regulation and Abolition) Act, 1970, the E.P.F. Act, Mines Act, Workmen's compensation Act, Migrant Labour Act, etc.

24. CANCELLATION OF CONTRACT

- If the bidder Commits default in complying with any of the terms and conditions of contract and does not complete the work according to the agreement then suitable action initiate the successful bidder as deemed fit to competent authority and liable for termination full or Part.

25. FINANCIAL BID

| JABALPUR SMART CITY LIMITED | |
|---|---|
| Firm's Name: | |
| Tender Description: "Installation, Operation & Maintenance of Mineral Water Dispenser Unit at 75 Locations of Jabalpur City On Built, Own, Operate, & Maintain Basis. Under PPP Model I undertake to pay to the Jabalpur Smart City Ltd. Jabalpur as yearly amount for 75 Water dispensing unit per Year | |
| Description | Amount of Each water dispenser unit per unit per month in figure and words. |
| (A) | (B) |
| "Installation, Operation & Maintenance of Mineral Water Dispenser Units at various locations of Jabalpur City under PPP Mode. | |

Note :

1. The rate quoted by bidder per unit per location per month inclusive of all contingencies and taxes.
2. The bidder should not keep blank/"0" in financial bid.
3. The rate quoted for per installation should not be less than 1000 Rs per month.
4. The work will award to the highest bidder.
5. The quoted rate will be applicable on the date of allotment of land.

**FORMAT FOR DECLARATION BY THE APPLICANT FOR NOT
BEING BLACKLISTED/DEBARRED**

(To be submitted on the Letterhead of the Bidder)

Date: / /

To,

CEO
Jabalpur Smart City Limited (JSCL)
Manas Bhavan, Jabalpur, 482001

Subject: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

RFP Reference No:

Dear Sir, I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred / black-listed by any Central/State Government/ PSU entity 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 Proposal. In the event of any deviation from the factual information/ declaration, JSCL reserves the right to reject the Proposal or terminate the Contract without any compensation to the Company. Thanking you,

Yours faithfully,

Signature of Authorized Signatory
(with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

FINANCIAL CAPABILITY OF THE APPLICANT

(Supporting documents to be attached)

| S.No | Audited Balance sheet for following Financial Year | Turn Over (In. Cr.) |
|------|--|---------------------|
| 1 | 2016-17 | |
| 2 | 2017-18 | |
| 3 | 2018-19 | |

Technical Specifications of Mineral Water dispenser unit

PLANT OPERATING CONDITION:

| | | |
|-----------------------------|---|---|
| PRODUCT FLOW RATE | : | 1.0M ³ /HR |
| DESIGN TEMPERATURE | : | 25°C |
| MAX. TEMPERATURE | : | 50° C ASSUMPTIONS: |
| Number Of working days | : | 365 days No. |
| Number Of working hours | : | 24 hours |
| Capacity Utilisation | : | 91-95% |
| Water Classification | : | Underground / Tubewell/ Storage Tank / PHED pipe water supply |
| SDI | : | <3 |
| Inlet Water Characteristics | : | Raw Water |

PROCESS TECHNICAL SPECIFICATIONS

PRE-TREATMENT SECTION

- ✓ Raw Water Feed pumps.
- ✓ Water softener
- ✓ Multi grade sand bed filter.
- ✓ Arsenic & fluoride Removal filter.
- ✓ Activated carbon filter.
- ✓ Pressure gauges to check differential pressure.
- ✓ Anti Scalant Dosing System.
- ✓ Alkaline vessel (Organic)
- ✓ UV System 1000 LPH

FINE FILTRATION & REVERSE OSMOSIS BLOCK

- ✓ Micron filter
- ✓ R.O. membrane with housing
- ✓ Stainless Steel Vertical High Pressure Pump with motor.
- ✓ Skid for mounting R.O. equipments and controls
- ✓ HP Switch & LP Switch for High Pressure pump POST TREATMENT SECTION
- ✓ Ultra Violet Unit
- ✓ Alkaline Antioxidant Filter
- ✓ Electrolyser
- ✓ Silver Ionizer
- ✓ PH Boosting
- ✓ TDS Controller
- ✓ Added Mineral System
- ✓ Copper Treatment
- ✓ Water Disinfectants Treatment
- ✓ Vitamin Infusion System

CONTROL INSTRUMENTS

S.S. Electrical Control panel

- ✓ TDS & PH meter
- ✓ Pressure Gauges.

- ✓ Control System

MEMBRANE FLUSHING SYSTEM(CIP)

- ✓ Membranes flushing / cleaning system with tank
- ✓ SS pump
- ✓ Micron filter
- ✓ Automatic back wash system

| | |
|-------------------------------------|---|
| RAW WATER FEED PUMP | To feed the Multi grade filter at pressure more than 2.0 bar. |
| MULTI GRADE FILTER | To remove the total suspended solids, dirt, iron and reduce silt density index. |
| ARSENIC REMOVAL FILTER | To remove the dissolved arsenic & iron from the water. |
| FLUORIDE REMOVAL FILTER | To remove the dissolved Fluoride from the water. |
| WATER SOFTENER | To remove the hardness from the water. |
| ACTIVATED CARBON FILTER | To remove the total color, smell, odor, from the water. |
| ANTISCALA NT DOSING SYSTEM | To dose Antiscalant chemical to protect the scaling formation on RO membranes. |
| MICRON FILTER | To remove the fine particles up to 05 microns and reduce silt density index levels to acceptable level. |
| HIGH PRESSURE PUMP | To feed the Reverse Osmosis Membrane at pressure more than the osmotic pressure taking into consideration flux rate, flow and recovery. |
| RO MEMBRANE | To remove the major part of TDS upto 98% by brakish Water Reverse Osmosis Membranes arranged and designed to give adequate flow and recovery. |
| RO PRESSURE TUBE | To pack Reverse Osmosis Membranes and operate at high pressure up to 250 psi |
| U.V. SYSTEM | To sterilize the water and remove the Ecoli/Coliform/ Pythogen from the water. |
| PH CORRECTIO N SYSTEM | To dose pH booster to enhance the pH value of water. |
| ALKALINE ANTIOXIDA NT FILTER | To induce anti oxidants in water and make the water Alkaline. |
| TDS CONTROLLE R | To balance the TDS value of drinking water. |
| SILVER IONISER | Silver is used as a best disinfectant if they are ionized. This affectively deactivates Legionella bacteria and bio film and it improves water quality & infuse the permissible level of silver in water. |
| MINERAL DOSING 1 | To dose MgSO ₄ for infusion of magnesium in water. |
| MINERAL DOSING 2 | To dose KHCO ₃ for infusion of potassium in water. |
| MINERAL DOSING 3 | To dose NaHCO ₃ for infusion of Sodium in water. |
| MINERAL DOSING 4 | To dose for infusion of Calcium in water. |

| | |
|---------------------------------------|--|
| Eletrolyzer | To increase hydrogen content in water. |
| SKID | For the right placement of all the vessels and machinery |
| IOT and Electrical Accessories | To get the live feed on water quality and the machinery control panel, MCB, electrical equipments etc. |
| Copper storage treatment | For the purpose of antibacterial in water |
| Water tanks | Storage or raw & fresh water |
| Plumbing Accessories | Articles - pipes, fittings, balls, wiring, switches, Taps, pipes, channels etc. |
| Disinfectant section | To neutralise the bacteria or fungus in water storage. |
| Chiller plant | To keep the water cold or chilled. |
| Waste Water Management | To make the best usage of the waste water |
| CCTV | For the security of the unit and feed can be access from ICCC of JSCL and other remote location. |
| Vitamin Infusion | To Infuse Vitamin B 12 in the treated water |
| Power Backup | In case of power failure. |

Details for the Advertisement Space/Right

| Surface area for Advertisement for Successful bidder for each unit | |
|---|--|
| For 1 Number of Water Dispenser Unit | <ul style="list-style-type: none">• Max 200 Square Feet/ Per Unit/ per site• Advertising boards can be 1 side or 2 sided. They can be in form of Digital/ LED or Front /Back Light.• Bidder shall have the rights to commercialize the space for advertising activities. |

Standard Contract Document

SECTION 1: FORM OF CONTRACT

CONTRACT FOR: *[Insert Title of Consulting Services]*

CONTRACT NUMBER: *[Please insert project number]*

THIS CONTRACT is made

BETWEEN: *[insert Client]* (hereinafter referred to as 'the Client')

AND: *[name of Service Provider – this should be the Successful firm in case of association.*

[Please insert the name of the Bidder's representative and communication address of the Bidder]

WHEREAS:

A. the Client requires the Service Provider to provide the services as defined in Scope of Work ('the Services') to Jabalpur Smart City Limited, JabalpurM.P. and

B. the Service Provider has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED as follows:

1. Documents

This Contract comprises the following documents:

- RFP- instructions to Bidders
- Scope of Work
- Annexure B: Technical Proposal Submission Covering Letter
- Annexure C: Project Detail Sheet
- Annexure-D: Commercial Proposal
- Annexure E: Standard Contract Document
- Annexure F: Performance Guarantee

This Contract constitutes the entire agreement between the Parties in respect of the Bidder's obligations and supersedes all previous communications between the Parties.

2. Contract Signature

If the Original Form of Contract is not returned to the Jabalpur Smart City Limited (JSCL) duly completed, signed and dated on behalf of the Service Provider within 30 days of the date of signature on behalf of the Client, Client, will be entitled, at its (their) sole discretion, to declare this Contract void.

No payment will be made to the Service Provider under this Contract until a copy of the Form of

Contract, signed on behalf of the Bidder, is returned to the Jabalpur Smart City Limited

3. Commencement and Duration of the Services

The Service Provider shall start the Services on *[insert start date]* ('the Start Date') and shall complete them by *[insert end date]* ('the End Date') unless this Contract is terminated earlier in accordance with its terms and conditions.

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed *[insert total amount in numbers and words]* inclusive of all applicable government taxes – national and state, as applicable ('the Financial Limit').

5. Time of the Essence

Time shall be of the essence as regards the fulfilment by the Service Provider of its obligations under this Contract.

For and on behalf of Client

Name:

Date:

For and on behalf of Bidder

Name:

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address:

Performance Guarantee Format

Performance Guarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*

Contract No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Client]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Contractor]* (hereinafter called "the Bidder") has entered into Contract No. *[Insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Equipment and Related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Bidder, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*², and any demand for payment under it must be received by us at this office on or before that date.

We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signatures of authorized representatives of the bank and the Contractor]