

(RFP for Installation and Operation of Water ATMs at
Selected Metro Stations under Package-2)

DELHI METRO RAIL CORPORATION LIMITED



**Request for Proposal for
Installation and Operation of Water ATMs
At Selected Metro Stations of DMRC
(RFPNo. DMRC/716M00013WA/02)
Under Package-2**

Delhi Metro Rail Corporation Ltd

Metro Bhawan
Fire Brigade Lane, Barakhamba Road
New Delhi-11 00 01
India

April 2017

**Bid Document for
Installation and Operation of Water ATMs
At Selected Metro Stations of DMRC
(RFPNo. DMRC/716M00013WA/02)**

(RFP for Installation and Operation of Water ATMs at Selected Metro Stations under Package-2)

Name and address of the Bidder to whom issued:

.....
.....
.....
.....

Date of issue.....

Issued by.....

Cost of RFP document: Rs 21,000/- (Rupees Twenty one thousand only) inclusive of 5% DVAT, which is non-refundable.

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2. Definitions

- a) **“Agreement”** means the License Agreement to be executed between DMRC and the selected bidder.
- b) **“Tax”** means and includes all taxes, fee, cesses, levies that may be payable by the Licensee under the Applicable Law to the Government or any of its agencies.
- c) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- d) **“Bidder”** means any entity which is a sole proprietorship firm, a partnership firm or a company registered under the company act 1956/2013 and having its registered office in India, or a combination of above in the form of Joint Venture (JV), consortium, which is submitting its bid pursuant to RFP Documents.
- e) **“Bid Security”** means the refundable amount to be submitted by the Bidder along with RFP documents to DMRC.
- f) **“Commencement Date”** means the date of commencement of License Agreement after handing over of the station, as defined in RFP document.
- g) **“License”** means assigning of Licensing right for installation and Operation of Water ATMs granted by DMRC to the Licensee at Metro Station under terms and conditions of the License Agreement.
- h) **“Licensee”** means the successful Selected Bidder, who has executed the License Agreement with DMRC pursuant to the conclusion of the bidding process.
- i) **“License Fee”** means the amount payable by the Licensee to DMRC as per terms and conditions of the License Agreement.
- j) **“License Period”** means a period of 03 years (in form of 3+3+3) i.e extendable after 3 years for further 3 years and again further for 3 years (i.e. total 9 (nine) years on mutually agreed Terms and Conditions negotiated rate of revised License fee/IFSD, Water Charges after every three years after handing over first space for water ATM at the selected stations.
- k) **“DMRC” mean Delhi Metro Rail Corporation Limited.**
- l) **“Interest Free Security Deposit/ Performance Security”** means interest free amount (equal to 12 months License fee) to be deposited by the Licensee with DMRC as per terms and conditions of License Agreement as a security against the performance of the License agreement.
- m) **“Places available for Water ATM/RO Plant”** means premises at selected Delhi Metro Stations where installation and operation of Water ATMs are proposed to be granted by DMRC's Prior approval and as per terms and conditions of the agreement. **“Selected Bidder”** means the bidder who has been selected by DMRC, pursuant to the bidding process for award of License.
- n) **Water ATM:** - It is a dispensing unit of potable water as per the scope, quality and specifications given in the tender documents and DLA.

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3. NOTICE INVITING TENDER

- 3.1. The National Capital Region (NCR) which comprises of the Indian Capital New Delhi along with its satellite towns is the most populous urban agglomeration in India. Delhi with a total population nearing 17 million residents is the 10th most populous city in the world and is the 7th biggest urban agglomeration in the world with a population of 23 million people. Delhi Metro Rail Corporation Limited (DMRC) was incorporated on 03-05-1995 under the Companies Act, 1956. DMRC undertook the construction activities to provide a world class MRTS for Delhi and the neighboring satellite towns, the first section of Phase-I was made operational on 25-12-2002. DMRC has since completed the construction of Phase-I, Phase-II, and also partial Phase-III network comprising of 158 stations and a network of around 213 km and has already put them under operation. As of today, DMRC network comprises of six operational lines and along with the Airport Express Line has a ridership of more than 3.2 million commuters per day.
- 3.2. DMRC invites open E-Tenders in two packet system from interested parties which may be a sole proprietorship firm, a partnership firm or a company registered under the company act 1956/2013 and having its registered office in India, or a combination of above in the form of Joint Venture (JV)/consortium for selection of Licensee for installation and Operation of Water ATMs at selected/specified Metro Stations of DMRC Ltd. DMRC shall receive E- Bids pursuant to this RFP document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by DMRC. Bidders shall submit bids in accordance with such terms and conditions on or before the date specified in this document. Bidders are advised to visit the DMRC premises at the respective stations / site and familiarize themselves with various arrangements and all activities necessary in this regard.
- 3.3. Request for Proposal Document (non-transferable) can be downloaded from the web site <https://eprocure.gov.in/eprocure/app>. Cost of RFP Document (Non-refundable) is Rupees Twenty One Thousand only (Rs.21,000/-) (including 5% DVAT). RFP Document cost shall be submitted in the form of Demand Draft / Pay Order drawn on any Indian Scheduled commercial bank/ Indian Branch of foreign bank in favour of "Delhi Metro Rail Corporation Ltd" payable at New Delhi.
- 3.4. Bidder shall submit bid document along with bid document cost and Bid Security/EMD. The bidder shall specifically quote the name of the Package for which the bidder is submitting the bid document. The bid document cost amounting to Rs. 21,000/- (including DVAT) shall only be payable irrespective of whether the bidder submits the bid for or not. The details of EMD/Bid Security for Package-2 for Water ATMs Plants are placed at clause no.9.6 and clause no.3.5(3) of this document.

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3.5. Schedule of Bidding Process:

1	Sale of Tender Document	From 13/04/2017 to 11/05/2017 (up to 15:00 hrs) on e-Tendering website https://eprocure.gov.in/eprocure/app for further information on this regard bidders are advised to contact on 23417910-12 (Ext:534776), For technical queries related to Central Procurement Portal, Help Desk No: 0120-4200462, 0120-4001002, 011-23417910/12, Extn. No. 534318
2	Cost of Tender Document (Non-Refundable)	Non-refundable Rs. 21,000/- (Rs.20,000/- + 5% DVAT) Cost of Tender Document shall be acceptable in the form of Demand Draft / Banker's Cheque in favour of "DMRC Ltd." payable at New Delhi.
3	EMD/Bid Security (Package-2)	Rs. 10,00,000/- (Rupees Ten Lakhs only) , in the form of a Demand Draft /Banker's Cheque only in favour of "DMRC Ltd."payable at New Delhi and drawn on a scheduled commercial bank.
4	Authority and place for submission of Cost of Tender Document and Bid Security/EMD in original physical form (ii) Due date & Time for submission of (i) above	Office of Dy. Chief Engineer/ Property Business-II, 4 th Floor, B Wing, Metro Bhawan, Fire Bridge Lane, Barakhamba Road, New Delhi-110001. ii) 11/05/2017 up to 15:00 hrs
5	Pre-Bid meeting (All bidders are advised to attend the meeting)	25/04/2017 at 11:00 hrs at 7 th floor, Conference Hall, Metro Bhawan
6	Last Date of receipt of written queries(if any) by DMRC	25/04/2017 (till 17:30 hrs), can be e-mailed to: chandanjauhar@dmrc.org , pallavi_15289@dmrc.org , rajiv-kumar@dmrc.org
7	DMRC's response to queries by	28/04/2017
8	Time of submission of Bid at e-portal	From 04/05/17 (09:30 hrs.) to 11/05/2017 (till 1500hrs)
9	Date & Time of Opening of Technical Bids online	12/05/2017 at 1500hrs
10	Validity of Bid	Up to 180 days from the last date of submission of tender.

3.6. Addendum/Corrigendum, if any, will be placed on our website only from time to time. RFP/DLA document can also be downloaded from the website

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<https://eprocure.gov.in/eprocure/app> and can be submitted along with document cost at the time of submission of RFP bids along with bids for the water ATMs in package-2. **Late/ delayed RFP/tender received after the stipulated date and time of submission of RFP shall be rejected out rightly.**

3.7. **Schedule of Various Stages:** The License shall follow the following time lines:

SN	Stage of Activity	Time Period
1	Payment of interest free security deposit/Performance Security to DMRC by Licensee.	Within 30 days from the date of issue of Letter of Acceptance.
2	Stations to be handed over to Selected Bidder.	Within 7 days of making the due/full Payments in accordance with LOA
3	Signing of License Agreement	Within 30 days after date of last water ATMS site handing over of the selected metro Station(s).

3.8 Eligibility Criteria:-

- (a) Bidders should have been in existence for at least (1) One year and should have performed similar nature of work of installation and operations of Water ATMs for public uses and shall submit documentary evidence in support thereof.
- (b) The bidder should have completed installation and successful operation of water ATMs (Portable water dispensing unit through coins/card) in at-least 15 locations for a continuous period of six months and submit documentary evidence in support thereof to the satisfaction of DMRC Ltd.
- (c) As on date of Tender submission (i). DMRC/MOUD/Delhi-Govt. should not have banned business with the tenderer (any member in case of JV) or (ii) Any Central/state Government department/PSU/Other Government entity or local body have not banned business with the tenderer, which is applicable to all ministries (approved by the committee of economic secretaries, Ministry of Commerce). **The tenderer should submit undertaking to this effect as per Annexure-8**
- (d) In case of a Bid by a JV/Consortium of firms, following shall be abided by their members:
 - (i) The Lead Member of the JV/Consortium must fulfill the criteria mentioned in 3.8 (a,b& c) above. The above clause no.3.8 (c) would however be also applicable to the other/all members of the JV/Consortium.
 - (ii) Any change in percentage stake of JV/Consortium members without prior written approval of DMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling DMRC to encash Security Deposit/Performance Security and /or to terminate the License Agreement after 30 day notice.
 - (iii) The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full

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tenure of License Agreement.

- (iv) Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.
 - (v) Minimum percentage of stack of any member in JV/Consortium during License period (including lock-in period) shall not be less than 15%.
 - (vi) All members of such entity shall be jointly and severally liable for the due performance of License agreement.
- (e) DMRC has adopted a two packet Bidding Process to select suitable highest Bidder to grant Licensing for Installation and Operation of Water ATMs at the selected stations.

The Bidders shall submit along with the RFP Application a bid security/EMD as applicable for each of the package of metro stations for which the bids is being submitted/ participated as per details of EMD for each package as detailed under clause 1.4 of NIT and clause 3.5 of the RFP document. The payment shall be made in the form of a Demand Draft/ Pay Order drawn on any Indian Scheduled commercial bank/ Indian Branch of foreign bank in favour of "Delhi Metro Rail Corporation Ltd" payable at New Delhi. The Bid shall be summarily rejected if it is not accompanied **with valid bid security of appropriate amount**. The bid security of the selected Bidder shall be adjusted against the first Advance License Fee. The bid security of unsuccessful bidders shall be refunded after award of contract, without considering any interest, thereof. If the bidder withdraws its bid at any stage, the Bid Security amount of the bidder shall be forfeited by DMRC.

- (f) Bidders are expected to carry out extensive survey of DMRC premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. DMRC shall provide necessary permission and assistance to the prospective Bidders in this regard.
- (g) The tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of Dy.CE/PB-2 Delhi Metro Rail Corporation, 4th floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001.
- (h) The intending tenderers must be registered on e-tendering portal <https://eprocure.gov.in/eprocure/app> . Those who are not registered on the e-tendering portal shall be required to get registered beforehand. If needed they can be imparted training on "online tendering process" . After registration the tenderer will get user id and password. On login tenderer can participate in tendering process and can witness various activities of the process. Tender Document can also be downloaded from DMRC's website www.delhimetrorail.com under tab "Tenders" and subhead "Property Development & Property Business Tenders" and has to be submitted online through e-tendering portal <https://eprocure.gov.in/eprocure/app> only.
- (i) The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid *class-III* digital signature. The tender document can only be downloaded or uploaded using *Class-III* digital signature of the authorized signatory.
- (j) Tender submissions should be made online after uploading the mandatory scanned documents towards cost of tender documents such as Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India and towards EMD/Tender Security such as Demand Draft or Pay Order or Banker's Cheque from a

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Scheduled commercial bank based in India in favour of 'DMRC Ltd.' and payable in New Delhi, and other documents as stated in the tender document.

- (k) Late tenders, received after date and time of submission of bid) shall not be accepted under any circumstances.
- (l) DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the DMRC in case of rejection of his/its proposal.

Bidder shall note that the maximum number of files can be uploaded is seven. All the uploaded files in tender submission should be named properly and arrange systematically. No special character/space should be there in the uploaded file name.

- (m) The bidders are advised to keep in touch with e-tendering portal <https://eprocure.gov.in/eprocure/app> for updates.
- (n) After successful completion of tender processing, the letter of Acceptance to the successful bidder shall be uploaded on the e-tendering portal <https://eprocure.gov.in/eprocure/app> which can be downloaded by successful bidder. LOA would also be E-mailed to the successful bidder.

- (o) The bidders are advised to keep in touch with e-tendering portal <https://eprocure.gov.in/eprocure/app&www.delhimetrorail.com/tenders.aspx>.

- (p) In case of any grievances/complaints regarding this tender, please contact:

1.) Chief General Manager/ Property Business

Delhi Metro Rail Corporation Limited

2nd Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road,
New Delhi -110001

Email Id: gmpb@dmrc.org,

Phone No: 011-23418417

2.) Chief Vigilance Officer

Delhi Metro Rail Corporation Limited

1st Floor, A -Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road,
New Delhi -110001,

Email Id: cvodmrc@gmail.com,

Phone No: 011-23418406

Website:<http://www.delhimetrorail.com/vigilance.aspx>

**Chief General Manager/Property Business
Delhi Metro Rail Corporation**

4. INSTRUCTION TO TENDERERS

1. Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

A. REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

B) SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective "My Tenders" folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

C) PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
The Documents can be submitted in a maximum of seven bifurcated parts.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, experience certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

2. SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should submit the EMD and cost of tender document as per the instructions specified in the tender document. The original DD/PO in physical form for the EMD and cost of tender doc should be posted/couriered/given by hand in the office of **Sr. Dy.CE/PB-II, 4thFloor, B-Wing, Metro Bhawan**, latest by the last/due date and time of bid submission or as specified in the tender documents as per clause no 3.5(4) of RFP. **The details of the DD/PO, physically delivered as above process , should tally with the details available in the scanned copy and the data entered/uploaded during bid submission time.** Otherwise the uploaded bid will be rejected. DMRC shall not be liable/responsible for late/delayed submission or delivery at any other office of DMRC other than that specified above.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other

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cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. **If the BoQ file is found to be modified by the bidder, the bid will be rejected.**

- 6) The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyer's/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

3. ASSISTANCE TO BIDDERS

- 3.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 3.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. Contact : 0120-4200462, 0120-4001002

4. General Instructions to Bidders :

- 4.1 The Bid should be furnished in the formats mentioned at **Annexure 2 to 8**, clearly providing the details for fulfilling Eligibility Criteria. The Tender documents shall be signed by the Authorized Signatory. The Bidder shall upload all requisite documents as per 4.6 of RFP. Non submission of any requisite document will not be considered as exemption and the bid of the bidder would not be consider for qualification.
- 4.2 Bidders are required to deposit non-refundable Cost of Tender Document (as specified in Notice Inviting Tender) along with its Bid. The Cost of Tender Document in physical form shall be acceptable in the form of Demand Draft/Pay Order in favour of "DMRC Ltd." payable at New Delhi. The Cost of

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Tender Document shall be submitted in person by the scheduled date and time to **Sr. Deputy Chief Engineer/Property Business**, 4th Floor, B-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001 as per clause no. 3.5(4) of Tender Document/RFP. The Bids of the Bidders who fail to submit the Cost of Tender Document in physical form on or before the prescribed date and time shall be summarily rejected.

4.3 Bid Security:-

- a) Bidders are required to deposit refundable Bid Security (as specified in Notice Inviting Tender) for the selected metro stations under Package-2 for which Bid is being submitted along with its Bid. The Bid Security shall be acceptable in the form of Demand Draft/Pay order in favour of "DMRC Ltd" payable at New Delhi.
- b) The Bid Security/EMD shall be submitted in physical form in person by the specified date and time in NIT, i.e. **latest upto stipulated date and time as per NIT (i.e. last date of bid submission)**, to Sr. Dy. Chief Engineer/ Property Business, 4th Floor, B-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001. Bidders who fail to submit the bid security in physical form on or before the prescribed date and time shall be declared as ineligible and their bid shall be summarily rejected. The Bid shall be valid for a period not less than 180 days from bid due date.
- c) The Bid Security of unsuccessful bidders shall be refunded after award of License, without considering any interest thereof. The Bid Security of the Successful Bidder shall be adjusted against the first advance License fee.
- d) If the Successful Bidder withdraws/alters their Bid at any stage, their Bid security shall be forfeited by DMRC.

4.4 Bid Variable: The Bidder shall submit the financial quote (**BOQ**) through e-tendering portal only. Financial quote would comprise of the rate of monthly license fee in Rs per square meter per month "X" in the bid form in both words as well as figures (format given in Annexure-6). There will be a **single** quote for the said package.

4.5 The bid shall be submitted by the bidder in two parts comprising of Technical Bid and Financial Bid. The Technical Bid shall include the details for fulfilling Eligibility criteria as laid down in this tender document. The Financial Bid (BOQ) shall include the financial offer of the Bidder in the manner prescribed in Annexure 6 of this RFP document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder, through E-tendering portal only, by the same due date as mentioned in the Tender Document. The offer of Bidder, who does not fulfill the Eligibility criteria, shall be summarily rejected.

4.6 Technical Bid: The Bidder shall on or before the date and time given in the Notice of Invitation to Tender, upload his Tender on e-tendering portal <https://eprocure.gov.in/eprocure/app> . The Bidder shall upload scanned copies of, subject to minimum of, following documents in Technical Bid-

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- a) Tender Document Cost deposit slip: copy of submitted DD.
- b) Bid Security submission slip: Copy of submitted DD.
- c) Annexure-2 (On Official Letter-head of the Bidder).
- d) Annexure-3.
- e) Annexure-4
- f) Annexure-5
- g) Annexure-6
- h) In addition a declaration by the bidders as per Annexure -7 must be submitted stating that the tender document has been downloaded from official website of e-tendering portal <https://eprocure.gov.in/eprocure/app> and no changes, what so ever, has been made by the bidder. Bids received without the declaration are also liable to be rejected at any stage.
- i) Annexure-8
- j) Attested copies of Memorandum and Articles of Association in case of companies or bodies corporate and copy of Partnership deed in case of the Partnership Firm.
- k) Self attested copies of the **PAN Card** and **Service Tax Registration Certificate** (of lead member in case of JV/Consortium). In case any or all of the provisions mentioned above are not applicable, the Bidder should give a declaration to that effect. Non submission will not be considered as exemption.

4.7 Financial Bid: - There shall be a single financial quote for package-2 for which the bid is made, in the format mentioned in BOQ. The bidder shall quote the single Bid Variable for: fixed for the package-2 (approx. 6 Sqm Space for Water ATM at each metro station).

The **single rate** quoted for package of spaces shall constitute the Monthly License Fee per Sqm/month & the Bid/offer shall be for package-2. The quote shall be as rate of "monthly License Fee per Sqm per month" in the Financial Bid form in both words as well as figures as given in Annexure-6. List of stations detailed in Annexure-1.

4.8 The documents including this Tender Document and all attached documents, provided by DMRC shall remain and become the properties of DMRC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and DMRC shall not return to the Bidders any Bid, document or any information provided along therewith.

4.9 Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. DMRC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

4.10 Site Visit: Bidders can check the same, with prior information to DMRC.

4.11 Pre-Bid Conference: - The date and time for Pre-Bid conference of the Bidders has been notified in Notice Inviting Bid/Tender. During course of Pre-Bid conference, the participants may seek clarifications and put suggestions for

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considerations. DMRC shall endeavor to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by DMRC. DMRC's point of view/response to queries shall be uploaded on website.

Please note that individual communication shall not be issued to any participant.

4.12 It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the bidding documents;
- b) received all relevant information from DMRC;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of DMRC relating to any of the matters referred to in TENDER document;
- d) satisfied itself about all matters, things and information herein above necessary and required for submitting an informed Bid, execution of the License Agreement in accordance with the bidding documents and performance of all of its obligations there under;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the tender documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss/ profits, etc. from DMRC, or a ground for termination of the License Agreement by the Licensee;
- f) acknowledged that it does not have a conflict of interest; and
- g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

4.13 DMRC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Tendering Process, including any error or mistake therein or in any information or data given by DMRC.

4.14 Verification and Disqualification: DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Documents and the Bidder shall when so required by DMRC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by DMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of DMRC there under. The bidder may be asked to explain the rationality of the quoted rates.

4.15 Amendment of Tender Document:

- a) At any time prior to the Bid due date, DMRC may, for any reason, modify the Tender Document by the issuance of Addendum/ Corrigendum.
- b) Any Addendum/Corrigendum issued hereunder shall be uploaded on DMRC official website i.e.

www.delhimetrorail.com and <https://eprocure.gov.in/eprocure/app>

- c) In order to provide the Bidders a reasonable time for taking an Addendum into account, or for any other reason, DMRC may, in its sole discretion, extend the

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Bid Due Date.

- d) The Bidders are requested to get in touch with official website of DMRC i.e. www.delhimetrorail.com and with <https://eprocure.gov.in/eprocure/app> for all updates on the Tender Document such as addendums, replies to queries, postponement of Bid schedules, etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc

4.16 Preparation and Submission of Bids

- a) Format and Signing of Bid: The Bidder shall provide all the information sought under this Tender Document as per the format.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. All the alterations, omissions, additions or any other amendments made to the Bid shall be also digitally signed and uploaded.
- c) The Bidder shall have to submit their Bids (Technical Bid & Financial Bid) online only in electronic format with digital signatures and after uploading the mandatory scanned copy of DD submitted towards cost of Tender Document and towards Bid Security and other documents as required in the Tender Document. The Tender Document Cost & Bid Security must be submitted with DMRC in form of Demand Draft or Pay Order as per stipulated date & time as specified in Notice Inviting Tender.
- d) The Bidders have to produce the original documents as and when required by DMRC. The failure of the Bidder or Licensee to furnish the said original documents will empower DMRC to summarily reject their Bid.
- e) Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
- f) The Bidders should carefully note and ensure the following instructions:
- That the complete tender Document has been downloaded.
 - In case of any correction/addition/alteration/omission in the Tender Document as made available by DMRC, is observed at any stage, the bid shall be treated as non-responsive and shall be summarily rejected.

4.17 Late Tenders: Tenders have to be uploaded on e-tendering portal <https://eprocure.gov.in/eprocure/app> before the due date and time of tender submission. The tender security/EMD and cost of tender documents shall be submitted in original physical form to office of: **Sr. Dy. Chief Engineer / Property Business**, Delhi Metro Rail Corporation, B-Wing, 4th Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi -110001 upto the specified time & date. It shall be the responsibility of the bidder to ensure that their EMD/Bid security along with cost of tender documents reaches the designated officer before the dead line for submission. Tenders document cost & EMD received after due date and time of submission of Bid shall not be accepted. DMRC will not be responsible for any delay, internet connection failure or any error in uploading the tender submission. The tenderers are advised to upload their submissions well before the due date and time of tender submission to avoid any problems and last minute rush. DMRC shall not be

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responsible for tender security/EMD and tender cost being delivered to any other place / person in DMRC (like DAK section/Tapal/Receipt section etc) other than the designated officer and in case does not reach the designated officer before the dead line for its submission. DMRC may, at its sole discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of DMRC and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended. Notwithstanding anything contained in this Tender document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

4.18 Modification, Substitution and Withdrawal of Tenders: A tenderer may withdraw, substitute, or modify its tender before it has been submitted. No bid shall be modified or withdrawn by the Bidder after the date of submission. Withdrawal of tender during the interval between date of tender submission and expiration of the Tender Validity Period would result in forfeiture of the EMD.

4.19 The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting Bidding Process if a constituent of such Bidder is also a constituent of another Bidder.

4.20 Confidentiality: Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising DMRC in relation to or matters arising out of, or concerning the Bidding Process. DMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. DMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DMRC or as may be required by law or in connection with any legal process. All information covering the purpose of the license, details of space available etc. may be downloaded from the www.delhimetrorail.com or <https://eprocure.gov.in/eprocure/app>.

4.20 This Tender Application Form does not purport to contain all the information that each Applicant may require. Applicants are requested to conduct their own investigations, site visit and analysis and to check the Accuracy, reliability and completeness of the information in this Tender Application Form before participating in the tender process. DMRC Ltd. makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender Document. Information provided hereunder is only to the best of the knowledge of DMRC

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Ltd. Applicants are required to read carefully the contents of this document & to provide the required information. Applicants may be single firms or may be members of a consortium.

- 4.21** It shall be noted, that DMRC will not discuss any aspect of the selection process. However, DMRC may display name of successful Tenderer on DMRC's website. **Copy of Letter of acceptance awarded to the successful tenderer will be E-mailed to them directly.** Applicants will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by DMRC and that DMRC's decisions are without any right of appeal/litigation, whatsoever. Applicants are advised that the selection process will be entirely at the discretion of DMRC.
- 4.22** For any query from Applicants, DMRC reserves the right not to offer clarifications on any issue raised in a query or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date. No extension of any deadline will be granted on that count or grounds that DMRC have not responded to any query or not provided any clarification. *Applicants may clearly note the date and time of uploading of Tender. **No late or delayed Tender will be accepted.** However DMRC may ask for any supplementary information, if deemed so.*
- 4.23** Applicants will not be considered if they make any false or misleading representations in statements/ attachments. If any submission is found false or misleading even at later stage (i.e. after the award of Tender) then also, DMRC may annul the award. Further, the Applicant may be blacklisted for participation in any future Tender of DMRC. In such a case DMRC shall forfeit the EMD (if any) and Security Deposit (if any) held with DMRC. The tenderers are required to download the addendum, post bid queries etc. from e-tendering portal <https://eprocure.gov.in/eprocure/app>.
- 4.24** The Tenderer shall, on or before the date and time given in the Notice of Invitation to Tender, upload his Tender on e-tendering portal <https://eprocure.gov.in/eprocure/app>. The Tenderer shall ensure that a receipt is obtained for the submission of his Tender, such receipt being issued free of charge. In addition a declaration by the bidders as per Annexure -07 must be submitted stating that the tender document has been downloaded from official website of e-tendering portal <https://eprocure.gov.in/eprocure/app> and no changes, what so ever, has been made by the bidder. **Bids received without the declaration are also liable to be rejected at any stage.**

Tender Opening: -The tenders for (Package-2), shall be opened online by the opening committee on due date and time of tender opening. The tender security will be checked and details will be read out for the information of representative of tenderers. Technical bids of those tenderers who have not submitted tender security shall not be opened. Tender which is accompanied by an unacceptable or fraudulent Tender Security/EMD shall be considered as non – compliant and shall be rejected. The Technical Bids of all the tenderers shall be opened in the presence of tenderers or their representatives who choose to attend on date & time as mentioned in tender document in the

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office: Dy.Chief Engineer- Property Business, DMRC, 4thfloor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi – 110001. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the DMRC, the next official working day shall be deemed as the date of opening of Technical Bids. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered. The E-financial bid will be opened on a subsequent date after evaluation of technical bids. Financial bids of only those tenderers whose submissions are found substantially responsive and technically compliant as will be opened. The time of opening of financial bids shall be informed separately to only the Tenderers who have qualified during Pre – Qualification and Technical evaluation stages and tenderers can be present to witness opening of Financial Package.

4.25 Evaluation of Financial Proposals (In sequence)

DMRC shall open E-bid (Financial quote-BOQ) of all Tenderers who are eligible under the Pre-Qualification criteria and have submitted substantially responsive Technical Tenders, in the presence of Tenderer's representatives who choose to attend at the address, date and time informed / specified by DMRC. It is to be noted that there are total of three packages (Package-1 i.e. Tender no. DMRC/716M00013WA/01, Package-2 i.e. Tender no. DMRC/716M00013WA/02 and Package-3 i.e. Tender no. DMRC/716M00013WA/03) in the form of three different tenders for installation and operation of Water ATMs, out of which only a maximum of 2 (two) packages will be awarded to a single contractor as individual/firm/company/JV/Consortium. The financial bids of the eligible bidders for package-1 , package-2 shall be opened at the a separate time, and the financial bid of tender of package-3 shall be opened only after completion of evaluation of first two packages (Package-1 and Package-2). **No party shall awarded the work for more than two packages.** If a party is H1 for the first two packages, tenderer shall not be eligible to bid for the third package . The bidder who is technically eligible and quotes the highest amount of Monthly License Fee per Sqm per month (i.e. H1) for a particular Package shall be considered for granting of rights for that particular package, after assessment by DMRC Subject to the above.

Single financial quote as per format in BOQ, will be the criteria for Financial bid evaluation for each packages. If in case the quoted highest bids of two or more tenderers are equal then the agency having experience of installation and operation of more Water ATMs for the period of more than six months shall be selected.

4.26 Correction of Errors

Tenders determined to be substantially responsive will be checked by DMRC for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected as follows:

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail;
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- c. If a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited. The tenderers are required to download the addendum, post bid queries etc. from e-tendering portal <https://eprocure.gov.in/eprocure/app>. Any queries or request for additional information concerning this RFP Document shall be considered only if it is submitted in writing.

4.27 Disclaimer

- a) This RFP is an invitation by DMRC to the Bidders for participation in the bidding process for selection of a Licensee. This RFP is provided with information that may be useful to bidders in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by DMRC. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct its own enquiries/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.
- b) Information provided in this RFP to the Bidder(s) is on a general 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. DMRC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- c) DMRC 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. DMRC, its 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 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 arising in any way for participation in this Bid Stage.

The issue of this RFP does not imply that DMRC is bound to select a Bidder for installation and operation of water ATMs and DMRC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Bidders shall bear all its costs associated with or relating to the preparation and submission of its Bid. Bidders are expected to carry out extensive study and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. Any queries or request for additional information concerning this RFP Document shall be considered only if it is submitted in writing.

5. Scope for Installation and Operation of Water ATMs at Selected Metro Stations

5.1 Stations Availability:

Three packages (package-1 package-2 and package-3) are being offered by DMRC as three separate/different tenders for Installation and Operation of Water ATMs at DMRC stations. Name of stations under package-2 are described at Annexure '1' of this RFP. The present tender is for Package-2 only, having 30 Locations at the selected DMRC stations. Further metro stations may be added in the said list on mutual consent of DMRC and licensee on pro rata basis at the quoted rate of license fee on same terms and conditions for first 3 years. Any location at any station under this package may be taken out/ reduced on operational grounds. However licensee may be provided any alternate location at the same station or any other station on the same section at the same rate of the withdrawn location, only if any such location is feasible to offer. Further Licensee shall not be eligible for any compensation on account of reduction of any location on any of the stations on operational ground.

5.2 Scope for Installation and Operation of Water ATMs at selected metro station & Conditions for Bidders. Licensee shall have the rights to utilize bare space/s as detailed above for Installation, Operation and maintenance of Water ATMs machines at its own cost subject to the terms and conditions as detailed in the Draft License Agreement and specified by DMRC from time to time. Licensee shall be responsible for the following activities:

- a.) A bare space of approximate 06 sqm (maximum) shall be provided at each selected/specified metro station on "as is where is basis". It will be the Licensee's responsibility to procure, install, operate, & maintain the Water ATMs at the licensed space/s at their own cost. The charging shall be done as per the actual space occupied by the machines (i.e. greater of (i) Average of areas measured at bottom/middle/top of the machine of water ATM or (ii) Actual space occupied and utilized by the Water ATM), **i.e. out of (i) and (ii) above whichever is more.**
- b.) In addition to the Water ATM machine area, the area of dustbins will be charged as per the actual usage of space (which shall be predefined by the licensee at each location at the time of handing over) and a ½ Sqm (lump sum) area shall also be considered for each operator at each Water ATM location.
- c.) Water ATM Units:
 - I. The installation of Water ATM should be sleek, eye-pleasing and aesthetic.
 - II. Drinking Water quality must be ensured as per the Indian standard (IS 10500: 2012).
 - III. 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. Licensee 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 250 liters.
 - IV. The roof canopy should be appropriate to protect the whole ATM in all

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weather conditions if the water ATM is located outside. The area of the canopy shall not be charged up to a length of 3 feet.

- V. To upkeep and maintain the cleanliness, it will be allowed to use anti-skid mat in the front/surrounding of water ATM unit.
- VI. 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.
- VII. A real time data (at every one hour) through centralized server with the provisioning of independent login should be provided to DMRC. 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.
- VIII. To minimize the wastage of water through RO system, raw water shall be treated to convert more than 90% into drinking water and wastage shall be not more than 10% at any point of time. The raw water of Delhi/NCR 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 stations to get the desired output of water at that station.
- IX. 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 degree centigrade).
- X. 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.

d.) Submission of monthly report: a monthly report of each Water ATM shall be submitted to DMRC which include Total sale, down time of ATMs, total water consumption, total water conversion, wastage of water and others as demanded by DMRC.

e.) Water Supply: Raw water supply (up to 500 Liters per Hour) will be arranged by DMRC. The single raw water tapping point shall be provided by DMRC the cost of which shall be borne by the licensee. DMRC will provide electricity as a single tapping point at the cost of Licensee. Licensee shall undertake this work of cabling for taking electricity from the above point to the water **ATM at its own cost.** The raw water provided by DMRC shall be charged @ 50% of the applicable commercial rates of Delhi Jal Board.

f.) It is the sole responsibility of Licensee, to procure all the permissions/ licenses etc. required from the statutory/ regulatory/ civic authorities if any concerned to use the License Space/s for desired business of providing Water ATMs at DMRC Stations. DMRC shall not be responsible for any such procurement of the above and shall not entertain any claims in this regard.

g.) Licensee shall at all times adhere to all provisions of the Delhi Metro Railway

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(Operation And Maintenance) Act, 2002 and amendments thereto and shall also comply with all notices and circulars issued by DMRC in this regard at any point of time.

- h.) To procure, install, operate, manage and maintain the Water ATMs at its own cost with adequate trained and experienced team for responsibilities as defined in this License Agreement.
- i.) Licensee shall positively ensure operations of its Water ATMs at least from 08.00 am to 08.00 pm (minimum)during revenue hours of DMRC (period during which passenger trains are run on DMRC system i.e. 6AM to 11 PM). During non operational hours of Water ATM machines, they should be ensured to be plugged off from mains.
- j.) Licensee shall provide drinking water facility to the commuters at the selected metro stations @ Rs. 2/- per 250 ml and Rs. 5/- per one liter. The rate list of drinking water shall be conspicuously displayed at machines.
- k.) Licensee shall provide drinking water facility to the commuters @ Rs. 2/- per 250 ml in recyclable paper glass which must be biodegradable and made of minimum 170 GSM paper. The one liter water @ Rs.5/- can be dispersed in the consumer's container and provision of jar is not mandatory. Use of plastic glasses shall not be permitted. All the used paper glasses must be recycled for the optimum utilization and submit a report of total recycled glasses on yearly basis
- l.) A dispenser with water cooling facility shall be made available for Station staff of DMRC at each identified station as per annexure-1 and one dispenser at the Crew Control at the station. Maintenance of these dispensers shall also be done by licensee.
- m.) Licensee shall also provide the drinking water facility @ of Rs 25.00 per 20 Liter Jar (including all taxes)for staff consumption at metro station, if required by DMRC.Duly authenticated record by Station Manager shall be maintained for billing purpose at each metro station. The Modus Operandi can be card/other mechanism which can be used to tally the water consumption for station staff.Sufficient number of empty 20 liters jars (10 numbers minimum per station)shall be provided at each station by the licensee for DMRC station needs. The water bills for station shall be paid separately by DMRC to licensee, after proper verification of actual bill of each metro station.
- n.) Every Water ATM machine shall be managed by an operator who will be responsible for overall cleanliness around the unit (approx 2 meter radii). DMRC premises shall be maintained clean, safe, hygienic and risk free. No waste shall be generated as water shall be offered in paper glass (for 250 ml.) and customer's container (for 1 Liter or more). Transparent & covered dustbins shall be provided with/near the Water ATM machine. The Water ATM machine shall be specifically designed in such a manner so as to ensure that water is not allowed to spill outside the unit. Unkempt water ATM premises will be liable for a fine of Rs. 100 per instance/per day.
- o.) Licensee shall indemnify DMRC against any liability/legal action of any kind arising out of and during the supply of pure and safe drinking water by water ATMs or its quality or quantity

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- p.) Any kind of advertisement on the water ATM/dustbin/Canopy etc. is strictly prohibited and Licensee shall ensure the compliance of the same. However, promotion / branding of own business activities of water supply may be permitted subject to prior approval of DMRC in writing. A penalty of Rs.5000/- per ATM/instance shall be imposed on the violation of this clause.
- q.) Licensee shall have to provide the water test report from Delhi NCR based NABL Accredited Labs to DMRC at every interval of six month at their own cost and the same should be displayed at each Water ATM. DMRC also reserve the right to test water of any unit of water ATM at any time at its own cost and if the water quality not found as per the IS 10500:2012 standard in the test report a penalty of Rs. 10,000/- per ATM/instance will be imposed.
- r.) Under no circumstances, shall the licensed space/s be mortgaged, charged or otherwise put under any lien (including negative lien), no charge or encumbrance will be created or agreed to be created in favour of any person, including the Lenders/ Financial Institution (s)/ Banks etc.
- s.) Licensee indemnifies DMRC against any loss caused by Fire/ Electrical mis-happening inside the licensed space, also, DMRC may seek recovery against the loss incurred to the DMRC property.
- t.) Comply with all statutory requirements in connection with license agreement.
- u.) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per provisions of this license agreement.
- v.) Payment of all statutory taxes, service tax, local levies, statutory dues, etc. as and when due and as applicable.
- w.) Disposal of waste generated at each Water ATM:-

The licensee shall have to make its own arrangements for daily disposal of waste (after segregation of dry and wet waste) out of DMRC premises at the dumping sites approved by MCD/ concerned civil agencies to ensure perfect cleanliness.
- x.) Other necessary compliance/Civil Compliance must be fulfilled by the licensee.
- y.) The licensee will established a referral contract centre for redressing customer complaint with the drinking water. Such centre will have a toll-free number which shall be prominently displayed at its Water ATM Machines.
- z.) **Machine on pilot basis:** -Within 2 months of issue of LOA, successful bidder/licensee shall make arrangements for installation of a Water ATM Machine as per the specifications of the tender at a mutually agreed location **and strictly as per DMRC specification**. The performance of the machine would be viewed and tested and the licensee shall be required to modify the machine as per the feedback and response of DMRC. It shall be mandatory for the licensee to install a water ATM (Pilot basis) which should comply with all the specifications of the Water ATM as given in the tender document. This shall be installed within 15 days from the handing over of a site at a mutually agreed location as per the DMRC specifications. If the Pilot Water ATM does not comply with all the specifications/requirements of the Water ATM as per the tender document within

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the above mentioned time frame, DMRC reserves the right to impose penalty of Rs.10000/-. Further, if the machine is found not complying with all the specifications/ requirements in the next 15 days, DMRC reserves the right to terminate the contract and the interest free security deposit available with DMRC shall be forfeited in favour of DMRC. It is only after compliance of all the specifications/ requirements of Water ATM given in the tender document and the successful testing of the Pilot Water ATM machine the rest of the Water ATMs shall be installed at other metro locations as per annexure-1. All the machines installed after successful testing of the Pilot water ATM machine, shall have the same quality and specification as that of the pilot Water ATM machine, failing which, DMRC shall be free to initiate action as per the Contract Agreement.

aa.) For provisioning of electricity and water at the designated location, DMRC will intimate the approximate cost of the above said work and licensee shall have to make the payment within 15 days from the date of intimation of the cost. If payment is not made within the given time period, an interest of 18% per annum shall be levied for actual number of days of delay up to a period of 30 days. After this if the payment is still not made, the contract will be terminated and the interest free security deposit will be forfeited in favor of DMRC.

bb.) **Penalty in case of Non-performance:**

The non performance/non functioning any of the water ATMs for more than 4 hours in a day during operational hours will be considered as 1 day of non operation. Not dispensing of water, non display of water parameters, not giving on-line data etc shall be termed as non performance/non functional.

- i) In case the water quality is not as per IS10500:2012 standard the ATM should stop dispensing water immediately. If the machine is found dispensing water not confirming to IS10500:2012 standard DMRC shall impose a penalty of Rs. 10,000/- for each such event for each ATM.
- ii) In case of non operation/non functioning of Water ATM beyond 4 hours in a day at any location, penalty shall be imposed as follows:
 - a. Up to 2 days - Rs.2000/-per day/per ATM
 - b. From 3- 5 days - Rs.4000/- per day/per ATM
 - c. Above 5 days - Rs.5000/- per day/per ATM
 - d. Beyond the above mentioned days of non performance/non functioning of any water ATM DMRC may initiate the termination of the License Agreement with forfeiture of interest free Security Deposit after adjustment of any dues payable to DMRC.
 - e. If Total penalty imposed is more than Rs. 1,00,000/-during the License agreement ,the license agreement may be terminated with forfeiture of Interest free Security Deposit, subject to approval of a HOD level officer of DMRC.

6) **General Terms for Water ATMs at Selected Metro Stations.**

- 6.1 Metro Station(s) shall be handed over for Installation and Operation of Water ATMs within 07 days from the date of receipt of full payment as stipulated in the Letter of Acceptance. The rent free fitment period shall be later of the two :- (1)Time taken by DMRC for the provision of water and electricity at the nearest point for a specified machine +30days or(2) Time of approval of the pilot machine mentioned in clause 5.2(z) +30 days .If any of the Water ATMs are not commissioned within the fitment period at any of the metro station a penalty of Rs-500/day/ATM for that station may be imposed.The License Agreement shall be executed within30 days of handing over of all the locations i.e. handing over of the last Water ATM site as per Annexure-1and the license period shall be co-terminus for all the sites as per Annexure-1.Any additional station/site added will have a fitment period of 30 days after the provision of water and electricity by DMRC to licensee at the nearest point for a specified machine. The agreement for such additional sites shall also be coterminous with main License Agreement.
- 6.2 **Bid Variable:** The bidder shall quote the rate of License Fee per Square meter per month in Rupees for Installation and Operation of the Water ATM machines, procured at its own cost and Installation thereof for the selected package-2 of Metro Stations as per annexure-1 for which the bidder has quoted, as given in BOQ/Annexure-6.If there is a discrepancy between words and figures, the amount in words shall prevail. No party shall be awarded the work of installation and operation of Water ATMs for more than two packages. If a party is H1 for the first two packages of this Water ATMs tender then, its financial bid for the third package i.e. package-3 shall not be opened.
- 6.3 **Schedule of Payment of License fee:** The license fee, OMC and other charges (exclusive of all taxes) as detailed in LOA & License Agreement for the licensed space shall be paid by Licensee to DMRC. The license fee shall be paid in advance on half-yearly basis for actual area handed over as per Clause no. 5.2 (a) Of RFP documents.
- a. The applicable service tax, swatch bharat cess, krishi kalyana cess, GST etc. shall also be payable extra as applicable from time to time along with license fee and OMC etc. The present rate of service tax is 14%, swatch bharat cess is 0.5% and krishi kalyana cess is 0.5% i.e. total of 15%. Any further changes in rates of service tax or new Tax structure like GST shall also be applicable and payable.
- b. The charging of license fee and other applicable dues shall commence immediately after fitment period as defined in License Agreement. The first half yearly advance license fee shall be paid along OMC & Service Tax etc. within 30

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days of the issue of LOA.

- c. The license fee, OMC and other charges shall be paid to DMRC on half yearly basis in advance to DMRC by the last working day of the previous running Half year. This has also been illustrated below for better understanding of licensee –

The Billing period - 1st July – 30th December

Period for the issue of invoice - 1st June - 15th June

Last Date of payment of Dues to DMRC- 30th June

- d. The license fee, other maintenance charges and other applicable dues can be paid by Demand Draft/ Pay Order in favour of DMRC Ltd, Payable at New Delhi and drawn on a scheduled commercial Bank.
- 6.4 a.) The utility charges including consumption of electricity as per the DISCOM/BSES rates and water etc. shall also be payable by licensee to DMRC in addition to above in accordance with terms & conditions of the agreement. Licensee shall make provision for TOD energy meter as per DERC guidelines. During the winter months up to a period of 4 months in a calendar year (i.e. November, December, January and February), as approved by DMRC, due to less demand of water, License Fee shall be charged @50% of applicable rates of License fee.
- b.) The licensee shall preferably make payment of the license fee and other dues to DMRC by E-Mode i.e RTGS/NEFT for credit of the designated account of DMRC Ltd. after obtaining prior approval of DMRC and complying with the laid down procedure in this regard.

7. Interest Free Security Deposit / Performance Security

- 7.1 a.) Interest Free Security Deposit / Performance Security: The Licensee shall pay Interest Free Security Deposit / Performance Security to DMRC in advance equivalent to the amount of 12 months License Fee for total area to be handed over in the said package for 30 locations as per Annexure-1.
- b.) In case of a joint venture, the performance security is to be submitted in the name of the JV. However, splitting of the performance security (while ensuring the security is in the name of JV) and its submission by different members of the JV for an amount proportionate to their participation ratio or otherwise is also acceptable.
- c.) The Interest Free Security Deposit up to Rs.10 Lacs shall be accepted only in the form of Bank Draft/ Pay Order in favour of DMRC Ltd. payable at New Delhi. However, if the amount of Interest Free Security Deposit exceeds Rs. 10 Lacs, initial Rs. 10 Lacs shall be paid in form of Bank Draft / Pay Order in favour of DMRC Ltd. and for the remaining amount exceeding Rs. 10 Lacs; minimum 50% amount shall be paid in form of Bank Draft/ Pay Order (upto a maximum of Rs. 50 Lacs) & balance or 50% shall be paid in the form of Bank Guarantee (BG) in favour of DMRC Ltd.
- d.) The Bank Draft/ Pay Order issued against Interest Free Security Deposit shall be in favour of DMRC Ltd. payable at New Delhi issued from a Scheduled Commercial Bank based in India,
- e.) Irrevocable Bank Guarantee issued against Interest Free Security Deposit shall be in the prescribed format of DMRC issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, payable at its Branches located in Delhi/ NCR. The Bank Guarantee shall be valid at least for three year. The Bank Guarantee shall be renewed & extended before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked & encashed by DMRC without any prior intimation to the Licensee. For last year of license period as applicable, the Licensee shall submit the Bank Guarantee valid for remaining license period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Successful bidder shall be invoked & encashed by DMRC without any prior notice to the Licensee.
- f.) The Bank Guarantee issuing bank as defined in clause no. 7.2 (d) above must be on the Structured Financial Messaging System (SFMS) platform. A separate advice of the Bank Guarantee will be invariably be sent by issuing bank to the

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DMRC's designated bank through SFMS and only after this, the Bank Guarantee will become operative and acceptable to DMRC. Accordingly, it is licensee's responsibility to advise DMRC's bank particulars at present, in this regard as detailed below to Bank Guarantee issuing bank and ensure the forwarding of advice of said Bank Guarantee through SFMS to DMRC's bank:

ICICI Bank Limited
9A, Phelps Building,
Connaught Place, New Delhi – 110001.
IFSC Code: ICIC0000007

- g.) Interest Free Security Deposit will remain unchanged for a variation of (+/-) 10% from tendered area, as there's possibility of minor variation in area during handing over.
- h.) In case of successful completion of the full term of the License period i.e. 03 (three) years from commencement date of License Agreement, Interest Free Security Deposit shall be refunded without accruing any interest on it and after adjusting the outstanding dues subject to fulfillment of all handover requirements by the Licensee to the satisfaction of DMRC.
- i.) DMRC shall have the right for deduction of DMRC dues from Licensee's Interest Free Security Deposit at any stage of agreement i.e. currency/ completion/ termination/ surrender, against -
 - 1.) Any amount imposed as a penalty and adjustment for all loses/damages suffered by DMRC for any nonconformity with the Agreement terms & condition by the Licensee.
 - 2.) Any amount which DMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his servant/ agent.
 - 3.) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - 4.) Any other outstanding DMRC's dues/ claims, which remain outstanding after completing the course of action as per this License Agreement.
- j.) Once an amount is debited from the Interest Free Security Deposit, the Licensee shall replenish the Interest Free Security Deposit to the extent the amount is debited, within 15 (fifteen) days period failing which it shall be treated as a Licensee's event of default and may result in

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termination of License Agreement with forfeiture of interest free security deposit after adjustment of payable dues

7.2 Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the License period from commencement date of License Agreement or in case of surrender of license after one year lock in period as per the provisions of clause 7.3 as given below, after adjusting any dues payable to DMRC and after the final settlement, without consideration of any interest there on.

7.3 Surrender of Contract Agreement :

- a) If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of one year, the License Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by DMRC. In such a case, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any, payable to DMRC. No grace period shall be provided to licensee in such a case. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property treating at zero/nil value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.
- b) The Licensee shall have option to exit from the License Agreement immediately after completion of lock-in period of one year. For this, the licensee shall give 180 days prior intimation to DMRC which can be given before completion of the defined lock-in period. In case lock in period is of one year, prior intimation can be given after completion of first six months, but option to exit is available only after one year. In such a case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment (s) or else DMRC will seize their property treating at zero/nil value.

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DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

- c) If the Licensee is desirous of terminating the license after expiry of lock-in period without serving any intimation period or intimation period shorter than 180 days, the agreement shall be deemed to be terminated on completion of such improper/short intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if they are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if they are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property treating it at zero/nil value. DMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account. No partial surrender in the Package-2 will be allowed to the Licensee however; on the Operational ground DMRC may change/remove any Location after giving a notice of 30 days.
- d) DMRC reserves the right for deduction of DMRC dues from Licensee's Interest Free Security Deposit / Performance Security for: -
- e) Any penalty imposed by DMRC for violation of any terms and conditions of agreement committed by the Licensee.
- f) Any amount which DMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
- g) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
- h) Any outstanding payment/ claims of DMRC remained due after completion of relevant actions as per agreement.
- i) Once the amount under above Clause is debited, the Licensee shall replenish the Security Deposit/ Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee Event of Default and DMRC will be free to take action as per the relevant provisions of this tender document.

8. Tenure of License Agreement

8.1 Tenure of License Agreement: License shall be for a period of 3 years in form of (3+3+3 years) i.e extendable after 3 years for further 3 years and again for further 3 years (i.e. total 9 (nine) years) on mutually agreed Terms and Conditions, negotiated rate of revised License fee/IFSD, water charges etc. after every three years with Lock-in period of one year after handing over first water ATM location as per Annexure-1. Each extended period of 3 years of License Agreement shall have a lock-in period of one year.

8.2 All spaces/plans at the selected Metro station proposed are subject to prior approval from DMRC with regard to operational feasibility, aesthetics, and safety & security concerns.

8.3 The Service tax/any other taxes applicable from time to time, shall also be borne by the licensee along with the license fee.

8.4 The property tax applicable, if any, on the property of DMRC shall be borne by DMRC.

8.5 All other statutory taxes, statutory dues, local levies, as applicable (except those mentioned above) shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License.

8.6 Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by Licensee.

9 Submission of Bids by Bidders

9.1 No Bidder shall submit more than one Bid for this package. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft License Agreement 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 License Agreement.

9.2 The Bid should be furnished in the format at Annexure 2-6, clearly providing the details for fulfilling Eligibility Criteria. The bidder shall clearly indicate financial offer in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

9.3 Eligibility Criteria:

- i) Bidders should have been in existence for at least 1 (One) year and should have performed similar nature of work of installation and operation of Water ATMs for public and shall submit documentary evidence in support of thereof. The experience certificate on support of above has to be uploaded (Annexure-5).
- ii) The bidder should have completed installation and successful operation of water ATMs in at-least 15 locations for a continuous period of six months or more and submit documentary evidence in support of thereof. Supportive documents in support of above have to be uploaded along with the bid (Annexure-5).
- iii) As on date of Tender submission (i). DMRC/MOUD/Delhi-Govt. should not have banned business with the tenderer (any member in case of JV) or (ii) Any Central/state Government department/PSU/Other Government entity or local body have not banned business with the tenderer, which is applicable to all ministries (approved by the committee of economic secretaries, Ministry of Commerce). The tenderer should submit undertaking to this effect as per Annexure-8.
- iv) Bidder may bid for any of the packages however a maximum of two packages out of three will be awarded to the same/one bidder.

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- v) The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.
- vi) The Lead Member of the JV/Consortium must fulfill the criteria mentioned in 3.8 (a, b & c) above. The above clause no.3.8 (c) would however be also applicable to the other/all members of the JV/Consortium.
- vii) Any change in percentage stake of JV/Consortium members without prior written approval of DMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling DMRC to encash Security Deposit/Performance Guarantee and or to terminate the License Agreement after 30 days notice.
- viii) Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.
- ix) All members of such entity shall be jointly and severally liable for the performance of License agreement.
- x) Minimum percentage of stake of any member in JV/Consortium, during License period including Lock-in period shall be less than 15 %.

9.4 The bids shall be submitted by the bidder in two parts comprising of **Technical Bid and Financial Bid**. The technical bid shall include the details for fulfilling Eligibility criteria as laid down in this document. The Financial bid shall include the financial offer of the bidder in the manner prescribed in this document. Both the technical bids and financial bids shall be submitted by the bidder on the same due date as mentioned in the RFP document. The offer of Bidder, who does not fulfill the Eligibility criteria, shall be summarily rejected.

9.5 The Financial Bid shall be opened on a subsequent date after evaluation of eligibility after opening and evaluation of the technical bids received. Financial Bid of only those Bidders whose submissions are found to fulfill the eligibility criteria shall be opened. The offer of Bidder, who does not fulfill the Eligibility criteria, may be summarily rejected. The time of opening of Financial Bid shall be informed separately to the eligible Bidders and eligible Bidders can be present to witness the opening of the Financial Bid.

9.6 Bid Security: The bidder shall specifically quote the name/number of the Package/s for which the bidder is submitting the bid and bid document.

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Bidders are required to deposit, along with its Bid, a refundable bid security/EMD as detailed below.

The details of EMD/Bid Security for the package-2 for installation and operation of Water ATM Machine is as follows:

Package -2 :

1. EMD -Rs.10lakhs

The Bid Security shall be payable in the form of a Demand Draft/Bankers Cheque only in favour of "DMRC Ltd. ", payable at New Delhi and drawn on a scheduled commercial bank. The Bid Security of the successful Bidder shall be adjusted against first Advance License fee, OMC and other charges due as per the License Agreement. The Bid Security of unsuccessful bidders shall be refunded after award of License, without considering any interest thereof. The Bid shall be summarily rejected if it is not accompanied by Bid Security/EMD.

- 9.7** The Bidders shall submit a Power of Attorney as per the format at Annexure-4, authorizing the signatory of the Bidder to commit the Bid. The Bid and all communications in relation to or concerning the Bid documents and the Bid shall be in English language.
- 9.8** Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and DMRC will not return to the Bidders any Bid, document or any information provided along therewith.
- 9.9** The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting Bidding Process if a constituent of such Bidder is also a constituent of another Bidder.
- 9.10** Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. DMRC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 9.11** Site visit and verification of information: Site visit shall be as per schedule mentioned in NIT. Bidders are encouraged to submit their respective Bids after visiting DMRC stations and ascertaining themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for

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provision of Water ATM, access to station / site, handling and storage of materials, applicable laws and regulations and any other matter considered relevant by them.

9.12 It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the bidding documents;
- b) received all relevant information from DMRC;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of DMRC relating to any of the matters referred to in RFP document;
- d) satisfied itself about all matters, things and information hereinabove necessary and required for submitting an informed Bid, execution of the License agreement in accordance with the bidding documents and performance of all of its obligations there under;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss of profits, etc. from DMRC, or a ground for termination of the License Agreement by the Licensee;
- f) acknowledged that it does not have a Conflict of Interest; and
- g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

9.13 DMRC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Bidding Process, including any error or mistake therein or in any information or data given by DMRC.

9.14 Verification and Disqualification: DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by DMRC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by DMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of DMRC there under.

9.15 Amendment of RFP

- a) At any time prior to the Bid Due Date, DMRC may, for any reason, modify the RFP by the issuance of Addenda / Corrigenda.

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- b) Any Addendum / Corrigendum issued hereunder shall be uploaded on website.
- c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, DMRC may, in its sole discretion, extend the Bid Due Date.

9.16 Preparation and Submission of Bids

- a) Format and Signing of Bid: The Bidder shall provide all the information sought under this RFP as per the format.
- b) The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.
- c) The Bidders who have down loaded the RFP Document from the website, should carefully note the following instructions:
 - i. The Bidders should ensure that the complete RFP Document has been downloaded.
 - ii. In case of any correction/addition/alteration/omission in the RFP Document observed at any stage, the bid shall be treated as non-responsive and shall be rejected out-rightly.

9.17 Uploading of Applications: Bidder shall upload the Application in the formats pacified in Annexure together with the documents specified and upload on e-tendering portal.

9.18 The EMD and Tender cost shall be submitted in physical form as per details mentioned in NIT.

9.19 All correspondence shall be addressed to:

**Chief General Manager/Property Business,
2nd Floor, A Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110001**

9.20 Bid documents submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected. Bid documents received after the due date shall be summarily rejected. Applications received without due bid security amount shall be summarily rejected.

9.21 Bid Submission Date

Applications should be uploaded before due date at the address provided in the manner and form as detailed in this RFP document. Any bid application received after due date and time as prescribed in RFP document shall be summarily rejected.

10 Evaluation of Bids

- 10.1** DMRC shall open the Technical Bids on the Due Date of opening of technical bids online, at the place & time specified in this document and in the presence of the Bidders who choose to attend. DMRC will subsequently examine and evaluate the Technical Bids in accordance with the Eligibility Criteria set out in this RFP document.
- 10.2** The Financial Bid shall be opened on a subsequent date after evaluation of eligibility of each bidder consequent to opening and evaluation of the technical bids. Financial Bid of only those Bidders whose submissions are found to fulfill the eligibility criteria as stipulated above shall be opened. The offer of Bidder, who does not fulfill the Eligibility criteria, may be summarily rejected. The time of opening of Financial Bid shall be informed separately to the eligible Bidders and eligible Bidders can be present to witness the opening of the Financial Bid.
- 10.3** To facilitate evaluation of Bids, DMRC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 10.4** Selection of Bidder who qualify the Eligibility Criteria:
- a)** The bidder shall quote the Amount of Monthly License Fee per Square meter/per month in Rupees for Installation and operation of Water ATMs at the Selected Metro Station in a package for which the bidder is interested, in both words as well as figures in the BOQ only (as per format given in Annexure-6), through e-tendering. The bidder who is technically eligible and quotes the highest amount of Monthly License Fee per Square meter per month(i.e H1) for the particular package shall be considered for granting of licensing right for Installation and operation of Water ATMs at per identified metro stations of that package, after assessment by DMRC. **However no single entity can be awarded more than two packages.**
 - b)** After selection, Letter of Acceptance (the "LOA") shall be issued, in duplicate, by DMRC to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in token of unconditional acceptance of LOA and acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder as unconditional acceptance is not received by the stipulated date, DMRC may,

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unless it consents to extension of time for submission thereof, appropriate/forfeit the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOA and perform this contract. A copy of LOA for will also be sent/emailed to successful bidder for that station.

- c) Selected Bidder is required to pay the due License fee along with the required Interest Free Security Deposit / Performance Security as stipulated in Chapter-3 &6 of this RFP document within thirty days (30) of issue of Letter of Acceptance without consideration of any interest and upto 45 days with 2% flat interest on the unpaid amount as per LOA. If the selected bidder fails to pay the required dues as mentioned in LOA within 45 days of issue of LOA, the Letter of Acceptance shall stand cancelled and amount of bid security shall be forfeited by DMRC. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.
- d) After acknowledgement of the LOA and deposit of dues as mentioned above, the Selected Bidder shall execute the License Agreement within the period prescribed in RFP document. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

11 Fraud and Corrupt Practices

- 11.1** Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of LOA and during subsistence of License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, DMRC may reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, DMRC shall be entitled to forfeit & appropriate Bid Security or Interest Free Security Deposit/ Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy available to DMRC under Bidding Documents and/ or License Agreement, or otherwise.
- 11.2** Without prejudice to the rights of DMRC under Clause 9.1 hereinabove and the rights and remedies which DMRC may have under the LOA or the License Agreement, or otherwise if a Bidder or Licensee, as the case may be, is found by DMRC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender or RFP issued by DMRC during a period of 3 (three) years from the date such Bidder is found by DMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 11.3** For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "Corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence actions of any person connected with Bidding Process.
 - (b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the

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Bidding Process.

- (c) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by DMRC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

11.4 DMRC reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) At any time, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not provide, within the time specified by DMRC, the supplemental information sought by DMRC for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

11.5 In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, including the License thereby granted by DMRC, that one or more of the Eligibility criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LOA or entering into of the License Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by DMRC to the Selected Bidder or the Licensee, as the case may be, without DMRC being liable in any manner whatsoever to the Selected Bidder or Licensee. In such an event, DMRC shall be entitled to forfeit and appropriate the Bid Security or Interest Free Security Deposit/ Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to DMRC under the Bidding Documents and/ or the License Agreement, or otherwise.

12 Miscellaneous

12.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

12.2 DMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b) consult with any Bidder in order to receive clarification or further information;
- c) retain any information and/ or evidence submitted to DMRC by, on behalf of, and/ or in relation to any Bidder; and/ or
- d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

12.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases DMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

12.4 The RFP and License Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them, the priority shall be in the following order:

- (a) License Agreement
- (b) RFP Document;

i.e. the License Agreement above shall prevail over RFP Document.

Proposed locations for Installation and operation of Water ATM:-

The following Stations are proposed to be given for Installation and operation of Water ATM.

Package-2	
SN	Stations
1	New Delhi
2	Dhaura Kuan
3	Delhi Aerocity
4	Airport
5	Dwarka Sec.21
6	Samaypur Badli
7	Rohini Sector 18
8	Badli more
9	Adarsh Nagar
10	Azadpur
11	Model Town
12	Vidhan Sabha
13	Civil Lines
14	Chandni Chowk
15	Central Secretariat
16	Udyog Bhawan
17	Jor Bagh
18	Ghitorni
19	Arjangarh
20	Guru Dronacharya
21	IFFCO Chowk
22	Huda City Centre
23	Green Park
24	Hauz Khas
25	Malviya Nagar
26	Saket
27	Qutub Minar
28	Chhattarpur
29	Sultanpur
30	Central Secretariate-II

Letter comprising the Bid
(On Official letterhead of the Bidder)

No:

Dated:

**Chief General Manager/Property Business,
2nd Floor, A Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110001**

Sub: **Bid for Installation and Operation of Water ATMs atpackage-2**

Dear Sir,

With reference to your RFP document dated _____, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Installation and Operation of Water ATMs at selected package-1 of Delhi Metro stations. The Bid is unconditional and unqualified.

1. I/ We acknowledge that DMRC will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to DMRC any additional information it may find necessary or require to supplement or authenticate the Bid.
3. I/ We acknowledge the right of DMRC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents ,including Addendum / Corrigendum, if any, issued by DMRC; and
 - (b) I/ We do not have any conflict of interest in accordance with provisions of the RFP document; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DMRC; and

(RFP for Installation and Operation of Water ATMs at Selected Metro Stations under Package-2)

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf as engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
5. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the RFP document.
6. I/ We acknowledge and undertake that I/We fulfill the Eligibility Criteria. I/We have enclosed necessary documents in support of the Eligibility Criteria in the manner prescribed in RFP document.
7. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DMRC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject License and the terms and implementation thereof.
8. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
9. I/ We have studied all the Bidding Documents carefully and also surveyed the DMRC stations. We understand that except to the extent as expressly set-for thin the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DMRC or in respect of any matter arising out of or relating to the Bidding Process including the award of License.
10. I/ We offer Bid Security to DMRC in accordance with the RFP Document. The documents accompanying the Bid, as specified in RFP, have been submitted in a separate envelope.
11. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the licensing rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.
12. The Financial Offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft License Agreement, addenda

(RFP for Installation and Operation of Water ATMs at Selected Metro Stations under Package-2)

/corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

13. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
14. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.
15. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the BidDue Date specified in the RFP.
16. I/ We hereby submit bid documents i.e. RFP documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.
17. I/ We hereby submit bid documents i.e. RFP documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

(Following declaration is to be submitted only by the Bidders who have downloaded the RFP document from DMRC's website)

18. I / We declare that the submitted RFP documents are same as available on DMRC's website. I / We have not made any modification / corrections / additions etc. in the RFP Documents. I / We have checked that no page is missing and all pages are legible and indelible. I / We have properly bound the RFP Documents. In case at any stage, it is found that there is any difference in the downloaded RFP Documents from the original RFP Documents available at DMRC's website, DMRC shall have the absolute right to reject my/ our bid or terminate the license agreement after issue of Letter of Acceptance, without any prejudice to take any other action as specified for material breach of conditions of Bid/ License Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours Sincerely

Date: (Signature, name and designation of the Authorized signatory)

Place: Name and seal of Bidder

Details of the Bidder

Bid for package-2

1. (a) Name :
- (b) Country of incorporation :
- (c) Address of the corporate headquarters :
- (d) Address of registered office in India :
(In case of foreign Companies)
2. Details of individual(s) who shall serve as the point of contact/
communication for DMRC within the Company:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) Fax Number :
 - (g) E-Mail Address :
3. In case of JV:
 - a. The information above (1 & 2) shall be provided for all the members of the JV.
 - b. Information regarding role of each member of JV:

Sl. No.	Name of Member	Proportion of share to be held in the JV	Role*
1			
2			
3			

Signed.....
(Name of the Authorized Signatory)
For and on behalf of
(Name of the Bidder)
Designation

Place:

Power of Attorney of Bidder

Know all men by these presents, We _____ (name and address of the registered office) do hereby constitute, appoint & authorize Mr./Ms. _____ (name and residential address) who is presently employed with us and holding the position of _____

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Tender, including signing and submission of all documents and providing information / responses to DMRC, representing us in all matters before DMRC, and generally dealing with DMRC in all matters in connection with our Tender.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

Accepted

_____ (signature)
(Name, Title and Address) of the Attorney

Note: -

• *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

**** It should be on non-judicial stamp paper of Rs.100/- and duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.**

Certificate of Experience with regard to Eligibility of the Bidder

To whomsoever it may concern

Certified that **M/s (Name of the Bidder)** have successfully completed and commissioned the work of Installation & Operation of Water ATMs as awarded vide work order number _____ dated _____ costing (Rs. _____/-) as per following details:-

Sl.No.	Locations (give theAddressdetails)	Date of completion	Capacity	Whetheroperational on the dateofsubmissionof proposalor not	Whether working for morethan 6months	Remarks
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

Date:-

Place: -

Signature & seal of competent Authority with seal

Financial Bid Form for Tender no. DMRC/716M00013WA/02 (Package-2)			
Name of the Tender	Installation and operation of Water ATMs at 30 selected metro stations		
Period of License	03 Years (Extendable on mutually agreed Terms & Conditions/ negotiated rate after every 3 years for total tenure of 9 years on 3+3+3 basis)		
Name of the Bidder			
Reserve price/sqm/month (in Rs.)	Rs. 823/- *		
*Bidder's quote must be higher than Reserve Price of Rs. 823/sqm/month.			
1	I/We hereby acknowledge and agree to the following: -		
S/N	Line	Stations	Area per station for installation of Water ATM
1	Line-2 and Airport Line	(As per Annexure-1 of RFP)	06 sqm
Total area in square meter			180sqm
My/Our Offer (In Rupees) Per Sqm Per Month License Fee as :-	In Figures		In words

(On letter head of the company)

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

We here by confirm that, we have downloaded / read the complete set of tender documents /addendum/clarifications along with the set of enclosures hosted on e-tendering portal <https://eprocure.gov.in/eprocure/app>. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed upto the date of opening of bids on the e-tendering portal [<https://eprocure.gov.in/eprocure/app>. We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid for the _____ metro station. We/I hereby give our acceptance to all the terms and conditions of the bid document as well as the draft licensee agreement.

Company Name _____

Name _____

Signature _____ Date: _____

Postal Address _____

E-Mail ID _____

Phone _____ FAX _____

Company Seal:

(On letter head of the company)

UNDERTAKING As per clause No. 3.8 (c) of RFP 1.8 (c) of NIT.

“As on date of Tender submission:1. DMRC/MOUD/Delhi-Govt. has not banned business with us or 2. (any member in case of JV) or (ii) Any Central/state Government department/PSU/Other Government entity or local body have not banned business with us, which is applicable to all ministries (approved by the committee of economic secretaries, Ministry of Commerce)”.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

- 1.In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
- 2.Undertaking shall be signed by authorized signatory of the tenderer or constituent member in case of JV/Consortium.