

**REQUEST FOR QUALIFICATION**  
**CUM**  
**REQUEST FOR PROPOSAL**  
**FOR**  
**DESIGNING, FINANCING, CONSTRUCTION, OPERATIONS AND MANAGEMENT OF**  
**WATER ATM's ON DESIGN, BUILD, FINANCE, OPERATE & TRANSFER (DBFOT)**  
**BASIS UNDER PUBLIC PRIVATE PARTNERSHIP**

**DEPARTMENT OF RURAL DEVELOPMENT**  
**GOVERNMENT OF UTTAR PRADESH**  
**LUCKNOW**

**RFQ cum RFP No: 640      /W-35/7**

## DISCLAIMER

The information contained in this Request for Qualification (RFQ) cum Request for Proposal (RFP) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFQ cum RFP and such other terms and conditions subject to which such information is provided.

This RFQ cum RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidder(s) or any other person. The purpose of this RFQ cum RFP is to provide interested parties with information that may be useful to them in submitting Bids pursuant to this RFQ cum RFP. This RFQ cum RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Projects. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQ cum RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ cum RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ cum RFP and obtain independent advice from appropriate sources.

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

The Authority, 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 or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ cum RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ cum RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ cum RFP or arising in any way for participation in this Bid Stage.

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

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

The issue of this RFQ cum RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

The statements and explanations contained in this RFQ cum RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFQ cum RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work or the Project(s), to be awarded pursuant to this RFQ cum RFP. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFQ cum RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority

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## NOTICE INVITING TENDER

### REQUEST FOR QUALIFICATION CUM REQUEST FOR PROPOSAL FOR DESIGNING, FINANCING, CONSTRUCTION, OPERATIONS AND MANAGEMENT OF WATER ATM's

#### DEPARTMENT OF RURAL DEVELOPMENT GOVERNMENT OF UTTAR PRADESH LUCKNOW

RFQ cum RFP No. 640 /W-35/7

Dated: 8 August 2016

#### 1. Notice Inviting Tenders for Water ATM's:

Tenders are hereby invited on behalf of the Department of Rural Development, Government of Uttar Pradesh ("Authority") for designing, financing, construction, operations and management of Water ATM's (as defined) at specified locations in the State of Uttar Pradesh with the objective of providing safe drinking water at an affordable price from:

i. Manufacturers of RO plant

Consortium of manufacturers of RO plant and service provider's meeting eligibility criteria as detailed in the RFQ cum RFP.

Details of this tender notification can also be seen on the web site [www.upjn.org](http://www.upjn.org) and [www.swsmap.org](http://www.swsmap.org). The RFQ cum RFP can be downloaded from website [www.upjn.org](http://www.upjn.org) and [www.swsmap.org](http://www.swsmap.org).

#### 2. General Detail of Services:

- i. RFQ cum RFP No. Dated: 8 August 2016
- ii. Designing, financing, construction operations and management of Water ATM's for a period of five years in all the District Headquarters', District Hospitals, District Women's Hospital, Community health centers and all Vikas Khand Mukhyalays (821 blocks) in the State of Uttar Pradesh.
- iii. Earnest Money Deposit
- |                      |
|----------------------|
| Zone 1: INR 35 Lakhs |
| Zone 2: INR 20 Lakhs |
| Zone 3: INR 30 Lakhs |
| Zone 4: INR 17 Lakhs |
- iv. Cost of Tender Documents: INR 25,000/-
- v. Contract Period: 5 years

#### Important Dates:

- i. Document Download/Sale Start: August 8<sup>th</sup>, 2016
- ii. Document Download/Sale End: September 22<sup>nd</sup>, 2016
- iii. Pre-bid Meeting: August 19<sup>th</sup>, 2016
- iv. Issuance of revised RFQ cum RFP: September 3<sup>rd</sup>, 2016
- v. Last date for bid submission: September 23<sup>rd</sup>, 2016

vi. Opening of EMD & Qualification Bid: September 23<sup>rd</sup>, 2016

vii. Opening of Financial Bid: Date & time shall be informed to qualified bidders through e-mail.

Note: In case, there is a holiday on any of the dates mentioned above, the activities scheduled for that day shall be carried forward to the next working day.

#### **DEFINITIONS**

**"Act"** shall mean Companies Act, 1956 or Companies Act, 2013, as may be applicable.

**“Associate”** For a Bidding Company or a Consortium Member, only that entity would be an “Associate” who controls and is controlled by or is under the common control with such Bidder/Consortium Member.

**“Bid Document”** or **“Bidding Documents”** shall mean any document issued by the Authority as part of the Bid Process.

**“Bid Process”** shall mean various activities taken up by Authority leading up to the selection of the Successful Bidder.

**“Bid Security”** shall mean the security in the form of bank guarantee in a form specified by the Authority

**“Bidder(s)”** shall mean Bidding Company or Bidding Consortium that has submitted a Proposal in response to this RFQ cum RFP Document.

**“Bidding Company”** shall mean a corporate entity (Public or Private Limited) registered under the Act satisfying the basic eligibility criteria of bidding.

**“Bid Validity Period”** shall mean the period stipulated in Clause 2.17 of this RFQ cum RFP Document, for which the Proposal submitted is valid.

**“Bank”** shall mean any Nationalized Bank and/or Indian Scheduled Commercial Bank.

**“Competent Authority”** shall mean bid evaluation committee appointed by the Authority for the purpose of evaluation of the Bids received from the Bidders.

**“Concession Period”** shall mean the period of five (5) Years, set out in the Concession Agreement.

**“Consortium”** shall mean a group of entities that have jointly submitted the Proposal for the Project.

**“Consortium Member”** Each entity in the Bidding Consortium shall be referred to as a Consortium Member.

**“Letter of Acceptance”** shall have a meaning as referred in Appendix 10 of this Document. It means Letter submitted by the Bidder accepting the Award or Intention to Award the Project to the Bidder.

**“Project”** shall mean the designing, engineering, financing, procurement, construction, operation and maintenance of the Water ATM as per terms and conditions of the Concession Agreement at locations specified under any Zone(s).

**“Proposal”** shall mean the Technical Proposal (Envelope A) as well as Financial Proposal (Envelope B) to be submitted by the Bidders in response to this RFQ cum RFP.

**“Request for Qualification cum Request for Proposal”** shall mean this document inviting the submission of “Proposal” for designing, engineering, financing, procurement, construction, operation and maintenance of the Water ATM in Uttar Pradesh at locations specified under any Zone(s).

**“Successful Bidder(s)”** shall mean the Bidder(s) who have been issued Letter of Intent (LOI) and Letter of Award (LOA) by the Authority declaring them as the Successful Bidder for designing, financing, construction, operations and management of Water ATMs in specified Zone(s).

**“Water ATMs”** shall mean water treatment machine(s) required to be designed, financed, constructed, operated and maintained by the Successful Bidder(s), consistent with the specifications laid down by the Authority.

**“Zone”** means the specified locations in either Zone 1, Zone 2, Zone 3 or Zone 4

**“Zone 1”** means the 554 locations in the undermentioned divisions in Uttar Pradesh:-

- Agra division
- Aligarh division
- Bareilly division
- Meerut division

- Moradabad division
- Saharanpur division

**“Zone 2”** means the 320 locations in the undermentioned divisions in Uttar Pradesh

- Allahabad division
- Chitrakoot division
- Jhansi division
- Varanasi division

**“Zone 3”** means the 469 locations in the undermentioned divisions in Uttar Pradesh

- Azamgarh division
- Basti division
- Devipatan division
- Faizabad division
- Gorakhpur division
- Mirzapur division

**“Zone 4”** means the 257 locations in the undermentioned divisions in Uttar Pradesh

- Kanpur division
- Lucknow division

## 1. INTRODUCTION

### 1.1 Background

Under the 'Samajwadi Shudh Pey Jal Yojna', the Department of Rural Department, Government of Uttar Pradesh, ("Authority") has decided to install Water ATM's at key locations within the State of Uttar Pradesh on Design-Build-Finance-Operate-Transfer (DBFOT) basis under Public Private Partnership (PPP) mode, at the Project locations provided herein.

- 1.1.1 The Water ATM's are planned to be installed at 1600 identified locations in each Zone at District Headquarters', District Hospital, District Women's Hospitals, Community Health centers and all Vikas Khand Mukhyalay (821 blocks). The main objective behind the installation of the Water ATM's is to provide safe drinking water to the staff and visitors at an affordable price. The treated water shall be supplied to the staff and visitors at the rate of INR 2/litre and INR 1/half litre by a service provider who shall design, engineer, finance, procure, construct, operate and maintain the Water ATM as per terms and conditions of the Concession Agreement ("Project").
- 1.1.2 The Authority intends to award the Project to eligible bidders on PPP basis (DBFOT) for implementation and operation and maintenance of the water ATMs. The Project Cost of the Water ATMs shall be arranged by the Successful Bidder from its own resources or through financing raised from Banks/financial institutions. A Viability Gap Funding ("VGF") as indicated in the table below and the annuity quoted by the lowest bidder shall be provided by the Authority for setting up Water ATMs at the locations in each Zone. In addition, the Authority shall provide electricity and raw water at the locations where the Water ATMs are to be installed. The bidders are expected to assess the "project cost" for each Zone to assess the capital expenditure (CAPEX) to be incurred by such bidder. The Concession Period shall be a period of five (5) years, as indicated in the Concession Agreement.
- 1.1.3 The annuity quoted by the bidder for each zone shall constitute the sole criteria for evaluation of Bids. Subject to Clause 2.16, the Project will be awarded to the Bidder quoting the lowest annuity for the undermentioned Zone(s). Provided that no Bidder shall be awarded Projects in more than two zones.

Zone	Division	Tentative Number of Sites for installation of Water ATMs	VGF (Government Grant for CAPEX per Water ATM)
Zone 1	1. Agra division 2. Aligarh division 3. Bareilly division 4. Meerut division 5. Moradabad division 6. Saharanpur division	554	1.6 Lakhs
Zone 2	1. Allahabad division 2. Chitrakoot division 3. Jhansi division 4. Varanasi division	320	2.4 Lakhs



<b>Zone 3</b>	<ol style="list-style-type: none"> <li>1. Azamgarh division</li> <li>2. Basti division</li> <li>3. Devipatan division</li> <li>4. Faizabad division</li> <li>5. Gorakhpur division</li> <li>6. Mirzapur division</li> </ol>	469	3.2 Lakhs
<b>Zone 4</b>	<ol style="list-style-type: none"> <li>1. Kanpur division</li> <li>2. Lucknow division</li> </ol>	257	1.6 Lakhs

#### 1.1.4 Executing Agency

The Authority shall be the executing agency for this Project.

1.1.5 The Selected Bidder, who is either a company incorporated under the Act or undertakes to incorporate itself as such prior to execution of the concession agreement (the “**Concessionaire**”), shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Water ATMs in the respective Zone(s) under and in accordance with the provisions of the concession agreement (the “**Concession Agreement**”) to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

1.1.6 At the end of Concession Period, the Water ATMs set up at the Zones shall be transferred to the Authority without any encumbrance and at NIL cost. The Bidder shall not have any right in the locations where the Water ATMs are set up and shall only have a right to set up and maintain the Project and recover its investments in the Project from annuity payment received from the Authority during the Concession Period. The Bidder is required to provide a state-of-the-art Water ATM that would give guaranteed, smooth & trouble-free performance over the entire Concession Period and beyond. The Bidder shall also ensure that the specifications of the Water ATMs conform to the provisions of Applicable Law and requirements of all statutory/regulatory bodies.

#### 1.1.7 Scope of Work

All works, proposed for execution with respect to the Water ATM are specified in Volume-III of this RFP under the section “Scope of Work and Technical Specifications”.The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “Concession”).

1.1.8 The statements and explanations contained in this RFQ cum RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFQ cum RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the concession to be awarded pursuant to this RFQ cum RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFQ cum RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.

1.1.9 The Authority shall receive Bids pursuant to this RFQ cum RFP in accordance with the terms set forth in this RFQ cum RFP and other documents to be provided by the Authority pursuant to this RFQ cum RFP (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms.

## 1.2 Brief Description of Bidding Process

- 1.2.1 The Authority invites responses to this RFQ cum RFP from interested parties to participate in the bidding process for award of the Project. The Proposals of Bidders, who satisfy the eligibility criteria prescribed in this document and who furnish the details as per the terms and conditions stated in this document shall be opened for the purpose of selecting the Successful Bidder for each Zone.
- 1.2.2 The Authority intends to follow a single stage (two envelopes) bidding process for selection of the Bidder for each of the Zones comprising a Qualification Bid (**Envelope A and B**) and a Financial Bid (**Envelope C**). Below are the brief highlights of the bidding process:
- (i) Queries with respect to the Project may be sent to the Authority through email at the address provided in this RFQ cum RFP document by the date prescribed therefor in the Schedule of Bidding Process. A copy of the same can also be marked to cer\_jn@yahoo.com
  - (ii) During the Bidding Process, Bidders would be required to furnish the information specified in this RFQ cum RFP Document
  - (iii) This RFQ cum RFP deals with both the first stage (Qualification Stage) and second stage (Financial Proposal Stage). However, Financial Bids of only those Bidders shall be opened who are found to meet and qualify the Qualification criteria.
  - (iv) During the RFQ cum RFP Stage, Bidders would be expected to examine the Project in detail, and to carry out such studies as they deem fit to submit Proposals for the implementation of the Project
  - (v) The Project for each Zone would be awarded to the Successful Bidder after evaluating the Proposal on the basis of the bidding criteria specified in this RFQ cum RFP document for the Project.
  - (vi) This RFQ cum RFP document contains the required details of the process to be followed during the entire Bidding Process.
- 1.2.2 The details of the Bidding Process are mentioned in the Clause 2.11 – Sealing and Marking of Bids.
- 1.2.3 The Bid shall be valid for a period of not less than 120 days from the date specified in Clause 1.3 for submission of bids (the “**Bid Due Date**”).
- 1.2.4 A Bidder is required to deposit, along with its Bid, a bid security of an amount as mentioned in the “**Bid Security**”, refundable after 120 days from the Bid Due Date except in the case of the Selected Bidder, and as per the normal procedure for this, outlined by the authority. The Bidders will deposit the Bid Security in the form of demand draft or bank guarantee acceptable to the authority with a validity of 120 days. The validity of Bid Security may be extended subject to a maximum of 60 days, at the request of the authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5 The Selected Bidder shall be the Bidder meeting the eligibility criteria and being selected through the process described in Section 3. The remaining Bidders shall be kept in reserve and may in accordance with the process specified in Section 3 of this RFQ cum RFP, be considered in case such Selected Bidder with-draws or is not awarded the Project for any reason.
- 1.2.6 During the Bid Stage, Bidders are invited to examine the Project in greater detail and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the concession including evaluating all costs to be incurred in the implementation of the Project.
- 1.2.7 Bids are invited for the Project on the basis of the lowest annuity quoted by a bidder for implementing the Project for each Zone taking into account the VGF provided by the Authority for each Zone.
- 1.2.8 Any queries or request for additional information concerning this RFQ cum RFP shall be submitted in writing by e-mail at cer\_jn@yahoo.com but not later than the date as mentioned in Clause 1.3 (Schedule of Bidding Process) of this document. No query violating the Bidding Schedule will be responded to, or entertained

### 1.3 Schedule of Bidding Process

The Authority shall adhere to the following schedule:

S.No	Event Description	Date
1.	Date of Issue of RFQ cum RFP	August 8 <sup>th</sup> ,2016
2.	Last date for receiving queries	August 19 <sup>th</sup> ,2016
3.	Pre-bid meeting	August 19 <sup>th</sup> ,2016
4.	Authority response to queries and issuance of revised RFQ cum RFP	September 3 <sup>rd</sup> , 2016
5.	Bid Due Date	September 23 <sup>rd</sup> , ,2016
6.	Opening of Technical Proposal	September 23 <sup>rd</sup> , ,2016
7.	Opening of Financial Proposal	To be intimated

## 2. INSTRUCTION TO BIDDERS

### A. GENERAL

#### 2.1 General Terms of Bidding

- 2.1.1 A Bidder is eligible to submit separate bids for locations at Zone 1, 2, 3 and 4 respectively. A Bidder bidding individually or as member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be for the same Zone of the Project.
- 2.1.2 This RFQ cum RFP is being provided only as preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination before submitting their Bids for any Zone of the Project.
- 2.1.3 The Bidder has to provide the Bid Security in the form of Bank Guarantee. Bid Security in any other form will not be accepted.
- 2.1.4 Any non-compliance with any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.5 Notwithstanding anything to the contrary contained in this RFQ cum RFP, the detailed terms specified in the draft Concession 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 Concession Agreement.
- 2.1.6 The Bid and all communications in relation to or concerning the RFQ cum RFP and the Bid shall be in English language. Any printed literature furnished by the Bidder written in another language must be accompanied by its translation in the English language duly authenticated by the Bidder, in which case, for purposes of interpretation of the application, the translation shall govern.
- 2.1.7 The Bidding Documents including this RFQ cum RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. 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.
- 2.1.8 The Bidder should submit a Power of Attorney as per the format at Annexure 2, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.9 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favor of the Lead Member in the format at Annexure 3.
- 2.1.10 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Government shall be entitled to forfeit the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damage likely to be suffered and incurred by the Authority and not by way of penalty for inter alia, the time, cost and effort of the Authority including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding documents and/or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a "**Conflict of Interest**" that affects the Bidding Process, if:
- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding in a Bidder, its Member or Associate thereof (or any shareholder hereof having a shareholding of more than 25%) (twenty five percent) of the paid up and subscribed share capital; of such Bidder, member or Associate is not more than 25% (twenty five per cent) of the subscribed and paid up equity share capital thereof; provided that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a public financial institution referred to in .....Section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause(aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject person, the computation of direct shareholding of such person in the Subject person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under clause (bb) if the shareholding of such person in the intermediary is less than 26% than of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
  - (iii) such Bidder, its member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or associate or has provided any such subsidy, grant, concessional loan or sub-ordinated debt to any other Bidder, its Member or associate; or
  - (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
  - (vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation on any documents, design or technical specifications of the Project.

**Explanation:**

In case a Bidder is a JV, then the term Bidder as used in this Clause, shall include each member of such JV. For purpose of this RFQ cum RFP Associate means, in relation to the Bidder/JV Partner, a person who controls, is controlled by, or is under the common control with such Bidder/ JV (the "Associate"). As used in this definition, the expression "Control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly of more than 50% (Fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, by operation of law.

**2.1.11 A Bidder shall be liable for disqualification and forfeiture of Bid Security if**

- (i) any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case maybe in any matter or matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOI or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOI or execution of the Concession Agreement, then not withstanding anything to the contrary contained herein or in the LOI or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOI or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt this, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its Assignment expired or was terminated 6 (six) months prior to date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
- (ii) the Bid is withdrawn after the Due Date for submission of Bids, or following the opening of Bids, Bid is withdrawn before expiration of the period of effectiveness of the Bid, or
- (iii) Bidder fails to furnish any required Performance Security at the time of award of the Concession Agreement; or
- (iv) Bidder stands disqualified. However, if disqualification is due to applicability of 'Conflict of Interest' clause then the Authority shall forfeit and appropriate 5% of the value of the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration

of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

- 2.1.12 The Bid Security of Successful Bidder(s) shall remain valid for a period not less than ninety days beyond the Bid Validity Period in order to provide the Authority sufficient time to act if the security is to be called.
- 2.1.13 The Bid Securities of Bidders who have not been selected will be released not later than 30 (thirty) days after the expiration of the Bid validity period, including any extension thereof, or 30 (thirty) days after the award of Contract, whichever is earlier.
- 2.1.14 The Bid security of the Preferred Bidder shall be discharged when the Preferred Bidder has furnished the required Performance Security under the Concession Agreement.
- 2.1.15 Concessionaire shall be required to provide Performance Security stipulated under the Concession Agreement.
- 2.1.16 This RFQ cum RFP is not transferable.
- 2.1.17 Any award of Concession pursuant to this RFQ cum RFP shall be subject to the terms of Bidding Documents.
- 2.1.18 Deleted.

## **2.2 Change in Ownership**

- 2.2.1 By submitting the Bid, the Bidder acknowledges that it was prequalified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall until, until the 2<sup>nd</sup> (second) anniversary of the date of commercial operation of the project, hold equity share capital representing not less than (i) 26% (twenty six per cent) of the subscribed and paid up equity of the Company set up to implement the Project; and 5% (five per cent) of the Total Project Cost specified in the contract. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the contract, and a breach hereof shall, notwithstanding anything to the contrary contained in the contract, be deemed to be a breach of the contract and dealt with as such there under. For the avoidance of doubt, the provisions of this Clause 2.2.1 shall apply only when the Bidder is a Consortium.
- 2.2.2 In case the Bidder is a Consortium, all the Members shall be jointly and severally responsible for the execution of the Project in accordance with the terms of the RFQ cum RFP.
- 2.2.3 In case the Successful Bidder is a Consortium, change in the Lead Member shall not be allowed under any circumstances during the Bidding Process

## **2.3 Cost of Bidding**

- 2.3.1 The Bidder shall bear all costs associated with the preparation and submission of its tender and the Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

## **2.4 Site visit and verification of information**

- 2.4.1 Bidders are encouraged to submit their respective Bids after visiting the locations specified under each Zone and ascertain for themselves the requirements for fulfilling the obligations related to the installation of the Water ATMs at specified locations under each Zone, taking into account the fact that access to the location, raw water and power shall be made available by the Authority.
- 2.4.2 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 requested from the Authority;
  - (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.4.1 above;
  - (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.4.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;

- (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 referred to in Clause 2.4.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement; and
  - (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.
- 2.4.3 The Authority 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 RFQ cum RFP, RFQ, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
- 2.5 **Verification and disqualification**
- 2.5.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ cum RFP or the bidding documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Such verification or failure to undertake such verification by the Government, shall not relieve the Bidder of its obligation or liabilities hereunder nor will it affect any rights to the Authority there under.
- 2.5.2 The Authority 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 the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:
- (i) invite the remaining Bidders to submit Bids in accordance with Clause 3.3.3 and //3.3.4; or
  - (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.5.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the pre-qualification conditions 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 Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ cum RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or Concession Agreement or otherwise.

## 2.5.A Non Eligibility

- (i) Bids of those Bidders against whom any criminal case is pending before Court of Competent Jurisdiction or who have been convicted by Court of Competent Jurisdiction shall not be considered.
- (ii) Bids of those Bidders, who are wilful defaulters in payment of Government dues or taxes, will be out rightly rejected and will not be considered for the opening of the Financial Bid.
- (iii) The Bids of those Bidders who have been black listed or debarred by Central Government or any Central Government Authority or any State Government or any State Government Authority, shall not be considered.

Explanation: For the purpose of this clause:

- (i) if any Director of a Company is convicted by any Court of Competent Jurisdiction for failure to comply with provisions of the Act or any other applicable law for any act or omission of the Company, it shall be deemed that such Company, has been convicted.
  - (ii) if any criminal case is pending against any Director of a Company, before any Court of Competent Jurisdiction for failure to comply with provisions of the Act or any other applicable law for any act or omission of the Company, it shall be deemed that criminal case is pending against such Company.
  - (iii) if any member of Consortium is ineligible under this Clause 2.5A, it shall be deemed that the entire Consortium is ineligible.
- 2.5.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ, the RFQ cum RFP or the Bidding Documents. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there-under.

## B DOCUMENTS

### 2.6 Contents of RFQ cum RFP

This RFQ cum RFP comprised the Letter of Invitation and following chapters and appendices:

#### Invitation for Bids

Section 1. Introduction

Section 2. Instructions to Bidders

Section 3. Evaluation of Bids

Section 4. Fraud and Corrupt Practices

Section 5. Pre-Bid Conference

Section 6. Miscellaneous

#### Appendices

I. Letter comprising the Bid

II. Bank Guarantee for Bid Security

III. Power of Attorney for signing of Bid

IV. Power of Attorney for Lead Member of Consortium

V. Memorandum of Undertaking for Consortium

### 2.7 Clarifications

2.7.1 Bidders requiring any clarification on the RFQ cum RFP may notify the Authority by e-mail. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in clause 1.3. The clarifications will be communicated through the following websites: <https://www.upjn.org> and [www.swsmup.org](http://www.swsmup.org).



2.7.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.7.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

## **2.8 Amendment of RFQ cum RFP**

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

2.8.2 The amendment will be notified online to all bidders and it shall be binding on them. It will be assumed that the information contained therein has been taken into account by the Bidder.

2.8.3 In order to provide prospective Bidders reasonable time to take the amendment into account, in preparing their Bid, the Authority may, at its discretion, extend the deadline for the submission of tenders, in which case, the Authority will notify to bidders of the extended deadline online, for submission of Bids.

## **2.9 Proprietary Data**

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. 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 Authority shall not return any Bid or any information provided therewith.

## **C. PREPARATION AND SUBMISSION OF BIDS**

### **2.10 Language, Format and Signing of Bid**

**2.10.1** The Bidder shall provide all the information sought under this RFQ cum RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

**2.10.3** The Bid 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 initialled by the person(s) signing the Bid. The Authorized Signatory shall initial all pages of the Bid.

**2.10.4** The Bidder shall submit a General Power of Attorney issued by a Resolution passed by the Board of Directors of the Bidder or Lead Member (in case of Consortium) duly authenticated by affixing a Common Seal and further duly notarized, in favour of the Authorized Signatory of the Bidder, indicating that the specified person has the authority to sign the Bid and confirming that the Bid is binding upon the Bidder during the full period of its validity.

2.10.5 Bidders shall furnish the required information on their Bid in the enclosed formats only. Any deviations with respect to this may make their Bid liable for rejection.

2.10.6 The Bidder shall prepare one original set of the documents comprising the Bid and clearly mark it as "Original". In addition, the Bidder shall make 1 copy of the Bid, clearly marked as "Copy". In the event of any discrepancy between the Original and the Copy, the Original shall prevail.

2.10.7 Each of the envelopes shall be addressed to :

ATTN TO: Chief Engineer(Rural), U.P.Jal Nigam, Lucknow.  
ADDRESS: 6 Rana Pratap Marg, Lucknow, Pin code 226001  
FAX NO: 0522 2231 571  
E-MAIL ADDRESS: cer\_jn@yahoo.com

## 2.11 Sealing and marking of Bids

2.11.1 An authorized representative of the Bidder shall duly sign the original submission letters in the required format for the proposal. The authorization shall be in the form of a written power of attorney attached to the Proposal.

2.12.2 The Bidder shall submit a signed and complete proposal comprising the documents and forms. The submission can be done by hand or by post.

2.12.3 All pages of the proposal and where corrections or amendments have been made shall be signed by the authorised signatory except where the attestation by Gazetted Officer or Chartered Accountant is required. In case of detection of any forgery, the proposal shall summarily be rejected, Bid Security shall be forfeited and Authority may also resort to legal action against the Bidder.

2.12.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the proposal.

2.12.5 The signed proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. All copies shall be made from the signed original and shall be stamped on each page. If there are discrepancies between the original and the copies, the original shall prevail.

2.12.6 The original and three copies of the proposal along with the Bid Security shall be placed inside a sealed envelope clearly marked as "PROPOSAL FOR DESIGNING, FINANCING, CONSTRUCTION, OPERATIONS AND MANAGEMENT OF WATER ATM's".

2.12.7 A soft copy of the unsigned editable proposal in the word document format shall be submitted in a CD which shall be enclosed in the sealed envelope along with the ORIGINAL and three copies of the proposal.

2.12.8 If the envelopes and packages with the proposal are not sealed and marked as required, Authority will assume no responsibility for the misplacement, loss, or premature opening of the proposal.

2.12.9 The proposal or its modifications must be sent to the address indicated in the Notice Inviting Proposal and received by Department of Rural Development no later than the deadline indicated in the Notice Inviting Proposal, or any extension to this deadline. Any proposal or its modification received by Department of Rural Development after the deadline shall be declared late and rejected, and promptly returned unopened.

## Contents of Technical proposal

### Cover-A : General requirements

(a) Proof of cost of tender document i.e DD towards tender document cost should be furnished.

(b) Proof of Bid Security in shape of Bank Guarantee.

### Cover-B : Requirements for Qualification

- (a) Document showing annual turnover i.e. Audited Balance Sheets & profit and loss accounts for the year 2013-14, 2014-15, 2015-16.
- (b) Document showing net worth of the Bidder as on 31.03.16. (Certificate of a C.A.).
- (c) Banker certificate for fund & non-fund based credit limits as on date mentioned in Financial Criteria.
- (d) Calculation sheet for bidding capacity mentioned in Financial Criteria.
- (e) Documents in support of manufacturing capacity, testing facility and ISO 9001 certification of bidder as per provisions in Technical Criteria.
- (f) Documents in support of experience of bidder for project execution, execution and O&M and service network as per provisions in Experience Criteria.
- (g) A valid document of being a manufacturer.

**Cover-C : Financial Bid/Price Bid**

This shall contain only the price bid. The format is provided in the annexure 10

**2.13 Bid due date**

2.13.1 Bids should be submitted before 1500 hours IST on the date specified in Clause 1.3, at the address provided in Clause 2.10.7 in the manner and form as detailed in this RFQ cum RFP.

2.13.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.8 uniformly for all Bidders.

**2.14 Late Bids**

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

**2.15 Modifications/ Substitution/ Withdrawal of Bids**

Any alteration / modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

**2.16 Rejection of Bids**

2.16.1 The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.

2.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

**2.17 Validity of Bids**

The Bids shall be valid for a period of not less than 120 days from the Bid Due Date ("**Bid Validity Period**"). The validity of Bids may be extended beyond the Bid Due Date by mutual consent of the respective Bidders and the Authority.

## 2.18 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 the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority 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 the Authority.

## 2.19 Correspondence with Bidder

The Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## D BID SECURITY

### 2.20 Bid security

2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 2.1.3 in the form of a Bank Guarantee issued by a Scheduled Bank in India, drawn in favour of "Executive Engineer (Cash), UP Jal Nigam". The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

2.20.3 Save as provided in Clause 2.1.3, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority. Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

## 3 EVALUATION OF BIDS

### 3.1 Qualification Criteria

The Bidder should submit documents required for "Qualification Criteria" containing the following notarized copies of the documents with the Bid documents:

- i. Registration of the firm/company with the Registrar of firms/companies of the state Government/Government of India.
- ii. Registration of change of name of company with the Registrar of companies, if any.
- iii. Memorandum of Articles of the company or/and partnership deed of the firm/consortia.
- iv. Latest "Authorized Signatory" of the company.
- v. PAN Card
- vi. Sales Tax Clearance Certificate for the financial year 2015-16
- vii. A "Self Declaration" stating that "I/We have gone through all the Tender conditions and accepted them without any pre-conditions".
- viii. Power of Attorney for signing of Bid.
- ix. Power of Attorney for Lead Member of consortium

#### 3.1.1 Financial Criteria

##### 3.1.1.1 Average annual Turnover

Average annual turnover (based on audited balance sheets) during a period of last 3 years (2013-14, 2014-15, and 2015-16) should not be less than Rs. 1000.00 lacs for manufacturing, providing and O&M of RO plants for rural community/kiosk.

### **3.1.1.2 Net Worth**

Net worth of the bidder as on the last date of previous financial year (of which audited balance sheet is available) shall not be less than Rs. 1000.00 lacs.

### **3.1.1.3 Credit Limit- Bank solvency**

Credit Limit (Fund based and non-fund based) available with the bidder shall not be less than Rs. 1500.00 lacs.

### **3.1.1.4 Bidding Capacity**

Bidding Capacity of the bidder calculated as below on the date of NIT shall not be less than Rs 1500.00 lacs

Bidding Capacity =  $2 \times A \times N - B$

Where: A= Maximum annual turnover (for manufacturing, providing and O&M of RO plants for rural community/kiosk) of the bidder in last three financial years

N= Stipulated period of execution i.e. providing installation and commissioning period of contract in years.

B= Liability of present works in hand during the contract period.

Note: The award of work(s) may be restricted to the extent of bidding capacity of the qualified bidder at the discretion of the Authority.

### **General notes:**

- i. The certificate of bank solvency issued by bank shall not be older than 12 months from the date of opening of pre-qualification bid.
- ii. Turnover of the bidder for manufacturing, providing and O&M of RO plants for community/kiosk shall be as per certificate of a C.A. (Chartered Accountant) based on audited balance sheets.

## **3.1.2 TECHNICAL CRITERIA**

### **3.1.2.1 Manufacturing Capacity**

- a) Registered manufacturer should be able to assemble minimum 150 plants per year of minimum capacity ranging from 100 lph and above.

Note- Manufacture should be registered with National Small Industries Corporation (NSIC) / Industries Authority / District industries centre for manufacturing of RO plants of above said capacity. Certificate in this regard will be required.

- b) Registered manufacturer shall have testing facilities and capability of assembling minimum 3 plants at a time and to conduct pre dispatch inspection.

Note- Certificate for having testing facility and capability of assembling is required from reputed third party inspection agency

- c) The bidder should possess ISO 9001-2008

## **3.1.3 EXPERIENCE CRITERIA**

The bidder should have experience of the following works during last 3 years up to the date of submission of bids.

### **3.1.3.1 Project Execution**

Execution and successful commissioning of Community & kiosk based 100 water treatment plants(UF Plants with RO & Without RO) each of minimum capacity of 100 LPH and above.

### **3.1.3.2 Execution and O&M of water Treatment Plant**

Successful completion of O&M for at least 1 year for at least 100 Nos. Community & kiosk based water treatment plants (UF Plants with RO & without RO) each of minimum capacity of 100 LPH and above.

Note-

(i) "Community based" means those plants which have been provided to serve common people either by collecting nominal cost or through intense Information, Education and Communication (IEC) activities.

(ii) The experience of having installed 100 Nos. of community & kiosk water treatment plants (UF Plants with RO & without RO) can be against single work order or separate work orders taken together.

## **3.2 Opening and evaluation of Bids**

3.2.1 The Chief Engineer (Rural), Jal Nigam, Lucknow, or his representative will open the bids in presence of Bidder (s) or their authorized representative(s) who may choose to be present at the time of Bid opening. The Bids shall be opened in two stages. In the first stage the qualification bid shall be opened and evaluated. The financial bid shall only be opened of responsive bidders meeting the qualification criteria by competent authority, at a later date, which will be informed by email to all responsive and qualified bidders.

3.2.2 In the first stage, cover 1 of the bids will be opened. The bidder's name, the status of deposition of earnest money, will be announced by the Bid Opening Committee at the opening.

3.2.3 The contents of cover 2 of the individual bidders will be evaluated in order to access their formal conformity and agreement with the instructions and guidance to the bidders and the completeness. Any bid not confirming to any of these requirements may be disqualified forthwith at the discretion of Authority.

3.2.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2.4 The Authority will evaluate the bid, information relating to the examination, clarification and comparison of the bidders and recommendations for the award of the contract shall not be disclosed to bidders or to any other person not officially concerned with the evaluation process until the award to the successful bidder has been announced. Any efforts by a bidder to influence the evaluation process or the recommendations and decisions for award may result in the rejection of its bid.

3.2.5 If a bidder is not substantially responsive he will be rejected by the Authority and will not be used for further evaluation. The financial offers of bidder submitted substantially irresponsible bids will not be opened. The Authority's determination of a bidder's responsiveness is to be based on the contents of the bidder itself without recourse to extrinsic evidence.

3.2.6 It is expressly stated that the information contained in Cover "1" of the bid will be used to define whether a bid is substantial or not. The bidders are, therefore, advised to submit complete bid only.

I. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Authority there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

II. 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; and

III. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (I) and (II) above.

## 4 FRAUD AND CORRUPT PRACTICES

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

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
- ii. "Fraudulent practice" - means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of the Authority
- iii. "Collusive practice" – means a practice between two or more bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the benefits of free and open competition. "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 or affect the execution of a contract.
- iv. "Undesirable practice" means
  - a. establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or
  - b. having a conflict of interest
  - c. "Restrictive practice means forming a cartel or arriving at any understanding or arrangement among applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4.2 Any efforts by a bidder to influence the Authority in the Authority's bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's bid.

4.3 The Authority will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent or any other practice set out in Clause 4.1 .The Authority shall also be eligible to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Government contract if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices while submitting any bid

## 5 PRE-BID CONFERENCE

5.1 Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place. Only those persons who have purchased the RFQ cum RFP document shall be allowed to participate in the Pre-Bid Conferences. A maximum of five representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

5.2 During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## 6 MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, 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 the Authority 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.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, 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 herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 Unless otherwise expressly provided elsewhere in this RFQ cum RFP, in the event of any conflict between the documents, the priority shall be in the following order:
- (a) the Bidding Documents;
  - (b) the RFQ cum RFP.
- i.e the Bidding documents at (a) above shall prevail over the RFQ cum RFP at (b) above.



ANNEXURES

Annexure- 1

TENDER LETTER

To,  
Director  
Department of Rural Development,  
Government of Uttar Pradesh,  
Lucknow.

Subject: Selection of Agency for Supply, Establishment, O&M of Water ATMs in all the District Head Quarters, District Hospitals, District Women's Hospitals, Community Health centers and all Vikas Khand Mukhyalaya in Uttar Pradesh.

Reference:

Dear Sir,

1. Having carefully examined all parts of the bid documents and the addenda (if any) for the execution of the above mentioned works, having all requisite information affecting this bid document, having visited the site being aware of all conditions and difficulties likely to affect the execution of the contract, we, the under signed, hereby offer to execute the awarded Project as described in the bid documents and discharge related obligations in conformity with the drawings, conditions of contract, technical conditions and scope of work, for the sum indicated in the financial offer and such offer sum as may be ascertained in accordance with the contract.

2. We declare that we have read and understood and that we accept all clauses, conditions, descriptions and subsequent addenda (if any) without any change, reservations and conditions. If any change, reservation or condition has been made in our tender we herewith withdraw it.

3. We undertake, if our bid is accepted, to commence the work within 10 days of the date of work order and to complete the work in the stipulated time for completion.

4. If our bid is accepted we will provide security deposit in the required form for the sums as stipulated in the bid documents.

5. Unless and until the formal agreement is prepared and signed, this bid, together with your written acceptance thereof shall constitute a binding contract between us.

6. We agree to abide by this bid for a period of 120 days from the date of opening of the qualification bids and it shall remain binding upon us and may be accepted by you at any time before the expiry of that period, and not to make any modifications in its terms and conditions which are not acceptable to you.

7. Together with the bid we submit the earnest money of Rs. i..... as ii  
.....Dated this.....day..... iii  
..... in the capacity of iv .....duly authorized to sign the tender for and on  
behalf of v.....

Name:

Address:

Telephone:

Mobile:

Telefax

Telex

Email:

Signature of the authorized representative:

- i) Amount of earnest money**
- ii) Indicate the form in which it is provided**
- iii) Signature of the authorized representative of the firm**
- iv) Designation**
- v) Name of tenderer**

**Power of attorney of the Representative of a Firm**

Know all men by these presents, We, \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the "Selection of Agency for Supply, Establishment, O&M of Water ATMs in all the District Head Quarters, District Hospitals, District Women's Hospitals, Community Health centers and all Vikas Khand Mukhyalaya in Uttar Pradesh" proposed or being developed by Department of Rural Development, Lucknow, (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

For \_\_\_\_\_  
(Signature)  
(Name, Title and Address)

Witnesses:

- 1.
- 2.

Accepted \_\_\_\_\_  
(Signature)  
(Name, Title and Address of the Attorney)

[Notarised]

**Notes:**

- *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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

**Power of Attorney for Lead Member of Consortium**

Whereas the \*\*\*\*\* ("the Authority") has invited bids from pre-qualified and short-listed parties for the \*\*\*\*\* Project ("the Project").

Whereas, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, \_\_\_\_\_, having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\*\*.

For \_\_\_\_\_  
(Signature, Name & Title)

For \_\_\_\_\_  
(Signature, Name & Title)

For \_\_\_\_\_  
(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

- 1.
- 2.

Notes:

- *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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued..*

**Undertaking by the Bidder**

I/we undertake and confirm that “for modifications/deviations to conditions of contract/technical specifications no prices information is indicated in cover-B.

I/We understand that if this undertaking is found incorrect, our bid may not be considered for evaluation for future for financial evaluation, for which I/We shall be liable for all consequences and/or damages.

Signature With seal

Full name

Designation

Address

(Authorized representative)

**Declaration**

I / We ..... the undersigned, hereby certify that I/ We have read, understood all pages, all the terms and conditions given in the bid documents, including those in the addenda issued by the Authority and the same are acceptable to us without any deviations.

I/We certify that all pages of this bid document be assumed signed by me/us. If this declaration is found incorrect then without prejudice to any other action that may be taken, my / our security may be forfeited in full and the bidder, if any to the extent accepted may be cancelled.

Signature With seal  
Full name  
Designation  
Address  
(Authorized representative)

**Declaration**

“I/We hereby declare that I / We shall treat the bid documents and other records, connected with the work, as secret confidential documents and shall not communicate information derived therefrom to any person other than a person to whom I/We am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same”.

I/We understand that failure to observe the secrecy of the bids will render the bid, liable to summary rejection.

Signature With seal

Full name

Designation

Address

(Authorized representative)

**Declaration by the Bidder**

In relation to my /our Bid submitted to Director, Department of Rural Development, Lucknow for Supply, Establishment, O&M of Water ATMs, each of output capacity of 100 Liter per Hour including maintenance for a period of five years after installation in various District Headquarters, District Hospital/District Women Hospitals, Community Health centers and all Vikas Khand Mukhyalaya in Uttar Pradesh. The tariff shall be Rs 2 per litre and Rs 1 for 0.5 litre for supplying the treated Water in response to the Notice Inviting Bid No -----, dated ----- I/we hereby declare that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Authority;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Signature of bidder:

Name:

Designation:

Address:

Place:

Date:



**Model Form of Bank Guarantee against Performance of Contract (Performance Guarantee)**

In consideration of the government of Uttar Pradesh (hereinafter called "the Government") having agreed to exempt \_\_\_\_\_ (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of the Agreement, dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called "the said Agreement), of the security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) we, \_\_\_\_\_, (hereinafter referred to as "the Bank") at

(Indicate the name of the bank)

the request of \_\_\_\_\_/contractor(s)/ do hereby undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ against any loss or damaged caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the Agreement.

2. We \_\_\_\_\_ do hereby undertake to pay the amount

(Indicate the name of the bank)

Due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by the way of loss or damage caused to or will be caused to or suffered by the Government by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by the reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

3. We undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) suppliers(s) in any suit or proceeding pending amount before any court or Tribunal relating thereto our liability under the present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) supplier(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ further agree that the guarantee herein

(Indicate the name of the Bank)

Contained shall remain in the full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the duties of the Government under or by the virtue of the said Agreement have been fully paid and its claimed satisfied or discharged or till

\_\_\_\_\_(office/department) \_\_\_\_\_ certifies that the terms and conditions of the said Agreement, have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from the liability under this guarantee thereafter.

5. We, \_\_\_\_\_ further agree with government that the Government

(Indicate the name of the Bank)

Shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear any or enforce any of the terms or conditions relating to the said Agreement and we shall not be relieved from our liability by the reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or commission on part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the Bank or the Contractor(s)/ supplier(s).

7. We, \_\_\_\_\_ lastly undertake not to revoke this guarantee during

(Indicate the name of the Bank)

its currency except with the previous consent of the Government in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

For \_\_\_\_\_

(Indicate the name of the Bank)

### Form of Agreement

This agreement made on the ..... day of ..... 2016 between the Director, Department of Rural Development, Uttar Pradesh (herein after called "Director RDD ") on behalf of the Government of Uttar Pradesh of the one part and ..... (herein after called "contractor") of the other part.

WHEREAS the Department of Rural Development is desirous for supply, establishment, operations and maintenance of Water ATM's, with RO for a period of five years in all the District Headquarters', District Hospital, District Women's Hospitals, Community Health centers and all Vikas Khand Mukhyalay (821 blocks) in the State of Uttar Pradesh, each of output capacity of 100 Liter per Hour & commissioning of .....Nos. Reverse Osmosis Plant.

WHEREAS the ..... has accepted a tender of the contractor for the execution, completion and maintenance of such work.

**NOW THIS AGREEMENT WITNESSES** as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of the contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz :
  - a) Form of agreement
  - b) Letter of award and any pre award correspondence between Authority and the tenderer
  - c) Tender documents
3. The work will be executed strictly according to specifications and drawings relating to the work as indicated in the "Notice Inviting Tender". The schedule of items of work to be carried out will be as per approved "Notice Inviting Tender". The material to be issued from Departmental Stores for use on work will be as shown in the approved "Notice Inviting Tender".
4. All correspondence and modifications of tendered offer and acceptance letter will form part of this agreement.
5. In considerations of the payments to be made by the Government to the contractor in respect of completed work, or item of work, the contractor hereby covenants with the government to execute the work in conformity in all respects with the provisions of this agreement.
6. The Government hereby covenants to pay the contractor, in consideration of execution of works, the price in the manner as specified in this agreement.

IN WITNESS thereof the parties to those present here have to set and subscribed their respective hands the day, month and year first above written.

**SIGNED for and on behalf of  
Government of Uttar Pradesh**

**Witness**

SIGNED for and on behalf of the  
contractor  
**Authorized Representative**

**Witness**

**FINANCIAL BID**  
**FOR PROVIDING, INSTALLATION COMMISSIONING, OPERATION &**  
**MAINTENANCE OF Water ATM PLANT**

Zone	Description of Work	Unit	Annuity (in Rs.) In Figures & in Words/Unit for one ATM	Tentative Number of Sites for installation of Water ATMs	Rate (in Rs.) In Figures & in Words for all ATMs in the Zone
Zone 1	Providing, installation & commissioning, operation and maintenance of Water ATM	Yearly		554	
<b>Total Bid Value for Zone 1</b>					
Zone 2	commissioning, operation and maintenance of Water ATM	Yearly		320	
<b>Total Bid Value for Zone 2</b>					
Zone 3	commissioning, operation and maintenance of Water ATM	Yearly		469	
<b>Total Bid Value for Zone 3</b>					
Zone 4	commissioning, operation and maintenance of Water ATM	Yearly		257	
<b>Total Bid Value for Zone 4</b>					

Signature of Authorised Signatory With Company seal

Full name

Designation

Note: The prices and amounts quoted by the Bidder shall include all costs including labour, materials, construction, plant and equipment, transport charges, testing any other expenses like Octroi, Excise Duty, Custom Duty, Income Tax, Sales Tax, VAT, Turnover Tax, Service Tax, Professional Tax or any other duties, levies, taxes or charges whatsoever to the State or Central Department or to the Local Bodies on the components or the completed works or the maintenance work and for satisfactory performance of the Bidder's obligations under this contract.

## QUALIFICATION SCHEDULES

### PREAMBLE TO SCHEDULES

Bidders are required to provide complete information specified in the schedules. No schedule or item of schedule is to be left blank. In case, a particular schedule or item in schedule is not applicable, the same should be clearly indicated. The information provided in the schedules shall be used for qualification evaluation of the bids to assess the suitability and

conformity of the firm/ offer. However, it is clarified that, whatever technical particulars are proposed or considered by the bidder for his financial offer, all the equipment to be finally provided, in case of award, shall correspond to the specifications of the bid documents and shall be subject to the approval of engineer in charge. No claim for additional payments shall be entertained during the course of the approval process or thereafter on this account.

It is expected that the bidder will quote with a view to supply equipment of best makes and confirming to the highest standards. Bidder has to consider for his financial offer, makes specified in the document. For items not covered by the list of equipment for which makes are specified or if the specifications are not specified in the tender document, only makes of reputed manufacturers of equipment corresponding to the state of art technology and / or to the latest Indian standards shall be supplied after approval of Authority.

Information provided by the bidder in the schedules is for preliminary assessment of the offer. However, these details are subject to approval of the Authority based upon the detailed drawings/design/data sheets/specifications to be submitted by the tenderer in conformity with the tender documents.

**Company Seal**

**Signature of authorized representative**

**Statement having read the tender documents**

We declare that we have read and understood and that we accept all clauses, conditions, descriptions, drawings of the bid documents and subsequent addenda (if any) without any change, reservations and conditions.

**Bid documents purchased from Department of Rural Development**

Section	Part	Total Pages*
Volume - I	Notice of invitation to tenderers ( NIT )	
Volume -II	Concession Agreement	
Volume - III	Scope of work & specifications, Annexures Tender	

**Addenda issued by Director of Department of Rural Development**

Addendum No	Dated
1	

*\*TO BE FILLED IN BY THE TENDERER*

**Company Seal**

**Signature of authorized representative**

**SCHEDULE 1****FOR QUALIFICATION OF TENDRER****FINANCIAL CRITERIA (Qualification Criteria)****1. Average Annual Turn Over**

S. No.	Year	Annual Turnover for supply, establishment, O&M of Water ATMs for Rural Community/kiosk (Rs. In Lacs)
1	2012-13	
2	2013-14	
3	2014-15	

**1. Net worth**

S. No.	Year	Net worth as on last date of FY (Rs. In Lacs)
1	2014-15	

**2. Credit limit**

S. No.	Particular	To be filled
1	Name of Bank	
2	Date of Certificate	
3	Credit Limit (Fund based and non-fund based)	

**3. Bidding Capacity**

S. No.	Particular		To be filled
1	Maximum Annual Turn Over For supply, establishment, O&M of Water ATMs for Rural Community/kiosk in last 3 years (Rs. In Lacs)	A	
2	Liability of present works in hand during the contract period (Rs in Lacs) as per Format 1.1	B	
3	Biding Capacity 2XAX0.5-B (Rs. In Lacs)		

**Note:**

(1) Scanned copy of supporting documents for above details shall be enclosed.

(2) Turnover of the bidder for supply, establishment, O&M of Water ATMs for Rural Community/kiosk shall be as per certificate of Chartered Accountant based on audited balance sheets, which shall be enclosed.

**Company Seal****Signature of authorized representative**

**Model Format 1.1**

**AFFIDAVIT FOR WORKS IN HAND**

This is to certify that the status of the present works in hand as on date of submission of bid for supply, establishment, O&M of Water ATM's, to be executed in next 6 months are as under:

Sr. No.	Brief Description of Work			Stipulated date of start	Stipulated date of completion	Time left for execution as on date (in months)	Cost of awarded work	Cost of work executed as on date	Balance cost of unexecuted work as on date	Remaining cost of work to be execute in next 6 months on proportional basis
	WO. No./Dt.	Authority	No. of Water ATMs							
1	2a	2b	2c	3	4	5	6	7	8=6-7	9

Note: The total of column 9 shall be used as "B" for calculation of bidding capacity.

This is certified that the information submitted above is true in all respect and can be used for calculation of the bidding capacity as per the formula given in ITT .This is also certified that there is no any other order(s) under execution that shall materially affect our bidding capacity.

**Company Seal**

**Signature of authorized representative**

To be prepared on non-judicial stamp paper of Rs. 100/- duly attested by notary.

**Schedule-2**

**EXPERIENCE OF TENDRER**

**FOR THE WORKS OF COMMUNITY & KIOSK BASED WATER TREATMENT PLANTS SPECIFIED IN QUALIFICATION CRITERIA**

SN	Name of the Work	Work Order			Date of completion of work	Details of Community & Kiosk based water treatment plants (RO or any other type of eater treatment plant) each of minimum capacity of 100 LPH and above		O&M period (in months)		Method of providing water to community	
		No./dt.	Amount in Lacs	Name of Owner Deptt./Cient		Type of water treatment plant	No. Of plants	As provided in contract	As completed as on date	By collection of nominal cost (yes/ no)	By intense IEC activity (yes/ no)

**NOTE:**

1. Client Certificate towards satisfactory completion of work from Competent Authority (Engineer In charge, not below the rank of Executive Engineer) should be attached in respect of each work in *Format 2.1* along with copy of work order.

**Company Seal**

**Signature of authorized representative**



**Model Format-2.1**

**To whomsoever it may concern**

Certified that M/s.....have successfully completed and commissioned the work of Providing, Installation and commissioning along with maintenance of community & Kiosk based water treatment plants as awarded vide work order number.....dated.....costing Rs.....Lacs as per following details:-

a	Name of work	
b	Type of water treatment plants	
c	No. of water treatment plants of output capacity 100 LPH and above	
d	Cost of work related to water treatment plants of output capacity 100 LPH and above (Rs. In Lacs)	
e	Nos. of wards/habitations covered through above stated water treatment plants of output capacity 100 LPH and above	
f	Date of completion of work	
g	Total O&M period included in contract	
h	O&M period completed as on date	

Date:-

Place:-

**Signature & Seal of Competent Authority with seal  
(Not below the rank of Executive Engineer)**

### **SCHEDULE- 3**

#### **BRIEF WRITE UP FOR PROPOSED TECHNOLOGY**

The bidder is required to give brief details of the proposed technology for the RO plant and the specification of the membrane used. The bidder is also required to provide a plan and sectional drawings for the proposed RO plants which best illustrates the functions of the plants and which also gives the material of construction for all component of the plant. **It is mandatory for every bidder to submit a layout plan showing the above minimum area requirement along with their bids as per Volume-II (Annexure III). Bids of the bidders, not complying with this will be liable to be rejected.**

### **SCHEDULE-4:**

#### **PROPOSED METHODOLOGY**

The bidder is required to give detailed methodology proposed to be adopted for completion of the works envisaged in the tenders including design, manufacturing, installation of plants, monitoring, quality control, man month schedule for execution and maintenance for 5 years etc.

### **SCHEDULE-5**

#### **ORGANISATIONAL STRUCTURE OF THE FIRM AND THAT PROPOSED FOR THE WORK**

The bidder is required to give the present organizational structure of the firm with brief details of technical staff employed with them and regarding the laboratories facilities available with them. Along with this the bidder is also required to give the proposed organizational set up that is planned to be allotted for the proposed work.

### **SCHEDULE-6**

#### **EXECUTION PLAN FOR THE PROJECT**

The bidder is required to give an item wise execution plan to complete the work which best illustrates the complete implementation of the project in schedule time. The given plan should be in tune with the methodology of the work given for execution of project.

### **SCHEDULE-7**

#### **UNDERTAKING REGARDING NO DEVIATIONS**

Undertaking in respect of the tender for supply, establishment, operations and maintenance of Water ATM's, with RO for a period of five years in all the District Headquarters', District Hospitals, District Women's Hospitals, community health centres and all Vikas Khand Mukhyalays (821 blocks) in the State of Uttar Pradesh, each of output capacity of 100 LPH.

I/We hereby agree to all terms and conditions, scope of work, specifications. We undertake that the contents of the submitted tenders, the given write-up , the designs attached herein and the figures/components shown in the drawings submitted with the tender, do not provide any deviations from the terms and conditions, scope of work and specifications.

I/We also agree to provide the equipment/material as specified in the bid document without any additional cost for completion of the work. I/We understand that the Authority may ask for necessary changes in the given execution schedule, methodology, organizational setup or the execution schedule so as to achieve the objective of the work, after due negotiations prior to opening of the financial bids. I/We understand that if the changes required by the Authority for these schedules are not accepted by us our financial offer shall not be considered. I/We understand that the Authority without assigning any reason may also open the financial bids even without any clarifications regarding the given schedule. I/We understand that having negotiated for these schedules or by acceptance of the schedules given by us shall not relieve us from the responsibilities of the contractor as given in the tender document if the work is awarded to us.

**Company Seal**

**Signature of authorized representative**