

**SOUTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE DEPUTY COMMISSIONER (Advtt.)**

Dr. Shyama Prasad Mukherjee Civic Centre (25thFloor),
Jawaharlal Nehru Marg, New Delhi-110002, Ph. No. 011-2322-7212

**ZONE WISE OPEN TENDER FOR INSTALLATION, COMMISSIONING,
OPERATION AND MAINTENANCE OF WATER ATMs ALONGWITH
ADVERTISEMENT RIGHTS THROUGH WATER ATMs & MUPIs UNDER THE
JURISDICTION OF SDMC ON BUILT OWN OPERATE BASIS.**

TENDER NOTICE

No: AC/Tender-04/Advtt./SDMC/2017/NIT/D- 553

Date: 14/07/2017

Bids are invited on behalf of Commissioner, SDMC from eligible bidders for allotment of sites in four zones of SDMC for installation, commissioning, operation and maintenance of Water ATMs along-with advertisement rights in all four zones under the jurisdiction of SDMC on monthly license fee basis in two bid system (Technical and Financial) for a period of **8 years**, extendable further by another period of two years (i.e. 8+2 years), subject to satisfactory performance of the firm and as decided by the Commissioner, SDMC. **The bidder can bid for 1 or more or all zones as per his financial capabilities as mentioned in clause 4 of tender document.** The Zone-wise rights for installation, commissioning, operation and maintenance of Water ATMs shall be awarded to the successful H-'1' bidder(s) along-with rights to display advertisement through Water ATMs & MUPIs at the sites mentioned in **Annexure "1"** of the tender document.

The eligible bidder(s) may submit their bids containing the tender documents duly signed on each page along with requisite Earnest Money Deposit and Tender Fee for each Zone(s) and other documents as mentioned in the tender document.

The tender documents may be downloaded through SDMC's website www.mcdonline.gov.in, and payment of requisite tender Fee of **Rs.40,000/-** (Rupees FORTY Thousand Only) for participation in tender shall be deposited by way of demand draft/pay order payable at Delhi drawn in favor of Commissioner, SDMC along with submission of the bid. This Tender Document contains a total no. of 49 pages from page 1 to 49. The tenders will be received and opened in the office of Commercial Officer (Advtt.) at the above mentioned address, as per the following schedule:

Date of issue of Tender	14.07.17 onwards
Pre Bid Meeting	18.07.17, at 15.00 Hours at 25th Floor, Conference Hall, Civic Centre, New Delhi-110002
Date of Placement of Tender Box at 25th Floor for submission of bids	26.07.17, 11.00 AM onwards
Last Date Of Submission of Tender Documents	01.08.2017, Till 15.00 Hours
Date & Time of opening of Technical bid	01.08.2017, At 15.30 Hours

Prospective bidders are advised to regularly go through SDMC website for any corrigendum/amendment/clarification/reply to pre-bid query, if any, which will be notified on the official website and no separate advertisement/communication in any other form will be made for this purpose. Any bid not accompanied with the tender fee and EMD shall be summarily rejected.


Commercial Officer (Advtt.)

Commercial Officer
Advertisement Department / SDMC
22nd Floor, Civic Centre, Minto Road
New Delhi-110002

ELIGIBILITY CRITERIA AND ESSENTIAL PRE-REQUISITES

1. Criteria for participation:

Sole Proprietorship Firm, Partnership Firm, Registered Society, Registered Co-operative Society, Public Limited Company or a Private Limited Company, existing in the business before the financial year 2013-2014 at the time of participation in tender against whom no dues are pending either from erstwhile MCD and from SDMC as on date and has not been blacklisted by erstwhile MCD and by SDMC/NDMC/EDMC, Central/State Govt. departments, Ministry, Autonomous body, PSUs as on bid submission date, subject to fulfilling the eligibility criteria given in the Tender Document, is eligible to submit bid for allotment of sites of Water ATMs for installation, commissioning, maintenance & operation along-with advertisement rights in all four zones under the jurisdiction of SDMC as mentioned in **Annexure '1'**. The firm shall submit all required necessary documents for registration with the Advertisement Department, SDMC in appropriate category (if not registered already) within seven working days after issuance of Provisional Allotment Letter for the Advertisement Rights to the firm. Joint Venture (JV) firms, Consortium of firms or Consortium of individuals shall not be allowed for participation in the Tender. **The bidder(s) shall bid for any or all the Zone(s) as per his Annual Financial Turnover as mentioned under Clause '4' of tender document.**

Note:- The bidder must be eligible for registration in the appropriate category on the last date and time of submission of tender.

2. Site Details:

The list of tentative sites has been given in Annexure-1. The exact location of these Water ATM sites shall be intimated to H-1 bidder along-with LOI. The location of these sites may be changed if any physical disturbance is found at the identified locations. Each Water ATM shall be accompanied with one MUPI of size measuring 5'x3' with back to back display (i.e. one side displaying the Logo of SDMC along-with details of contract/Public Service message of the SDMC and other side will display commercial advertisement) at each site. Monthly MRP (**Minimum Reserve Price**) and **EMD** of each Zone(s) within the jurisdiction of SDMC are specified in Clause - 4 of Tender Document.

Important Note:-

- A. All the bidders are advised to make assessment of revenue potential of these sites before bidding. No claim shall be entertained after bid submission regarding revenue potential of the sites or any other claims. The details of all sites are mentioned in **Annexure "1"**.
- B. The location of individual Water ATM including MUPI may be altered/changed by the bidder within 90 days of execution of agreement in the same Zone after getting approval from the Advertisement Department, SDMC due to reasons mentioned herein under. However, no request for extension of 90 days shall be entertained in this regard, except in exceptional circumstances.

Only following reasons shall be considered by the SDMC for change of location of Water ATMs:

- (i) Any underground services/any other similar hindrance below the ground

level, which obstructs the installation of Water ATM along with MUPI.

- (ii) Change in status of site and site found in contravention with the OAP 2007 or the policy in force at that time due to new development/ improvement of road parameters such as widening of road, construction/improvement of footpath, construction/installation of traffic regulatory signs/lights and improvement of other road features etc.
- (iii) In case, the site becomes not feasible due to start of construction activity of road/Metro/railway/any govt. agency, and or any other reason which adversely affect the access of general public to the Water ATM and/or prospect of display of advertisement.

C. Following are the necessary conditions to be followed at the time of submitting request for change of site(s) due to above mentioned reasons:

- (i) The request for change of location of Water ATM sites, if any, shall be submitted to the Advertisement Department of SDMC before the completion of 90 days from the date of execution of Agreement for the reason mentioned under para **B(i) above**. The allottee can submit request for change of site during entire period of contract for the reason mentioned under para **B(ii) and B(iii) above**. However, in no case, the department shall consider any request for fees (MLF) remission for such altered sites due to above mentioned reasons. In case the contractor/successful bidder refuses to accept alternate site and request for fee remission for that particular site(s), the department shall not allow any fee remission in MLF and the contractor will be liable to deposit the same MLF as awarded. The requests/cases received for change of site/remission in fee after completion of 90 days of execution of Agreement shall be considered by the Commissioner, SDMC or any officer nominated by him/her on the recommendations of the Committee constituted for the purpose. However, these requests/cases shall be considered only in exceptional circumstances on case to case basis where providing alternative site is beyond the reasonable control of the Department. In case, any request from the allottee citing some reasons, received for change of site after 90 days from the date of execution of Agreement, is found insubstantial and the Water ATM is found un-operational for these reasons, the allottee shall be liable to pay double the amount of MLF for the period the Water ATM remained un-operational.
- (ii) Any violation of Outdoor Advertisement Policy 2007 or the policy in force at that time shall invite immediate cancellation of the contract with forfeiture of security deposit/Performance Guarantee including Advance MLF without any prior notice.

D. The department shall not be responsible in case the allottee fails to install the Water ATM along-with MUPI at the site(s) within 90 days from execution of agreement and no relaxation in the MLF shall be granted in these circumstances except non installation of Water ATM due to hindrances such as widening of road, construction/improvement of footpath, construction/installation of traffic regulatory signs/lights and improvement of other road features, start of construction activity of road/Metro/railway etc and if the alternate site available is not feasible for installation of water ATM considering footfall, in such cases the decision shall be taken by the committee accordingly constituted for this purpose. The Committee will examine on case to case basis. The recommendations of Committee after approval of Commissioner SDMC shall be final and binding on all the parties. However, in case of delay on part of allottee, if found by the Committee, the

Page 3 of 19
Commercial Officer
Advertisement Department / SDMC
22nd Floor, Civic Centre, Minto Road
New Delhi-110002
09/2017

department shall not consider any relaxation in the MLF and allottee shall have to bear penalty twice of the MLF on uninstalled sites till the installation/operation of these sites. **For this purpose the average MLF of each site shall be calculated as awarded MLF of the Zone divided by total number of sites of the respective zone.** In case if the committee finds that the delay in installation of Water ATMs is not on the part of the allottee then the Committee may recommend to grant additional time to install the remaining Water ATMs in the respective Zone. The recommendations of Committee after approval of Commissioner, SDMC shall be final and binding. However, in such an event the allottee shall not be liable to deposit the license fee for uninstalled ATMs till the time granted for installation by the Department.

- E. The contract will be awarded for a period of **Eight years with enhancement in the monthly license fee of each unit (i.e. water ATM + MUPI) by Rs.1000/- from 3rd year onwards upto the 8th year of the contract period and extendable further by a period of two years**, subject to satisfactory performance of the allottee and as decided by the Commissioner, SDMC with enhancement in monthly license fee by Rs.1000/- per water ATM every year from 9th year onwards (i.e. 9th & 10th year).
- F. The successful bidder shall incur all expenses related to installation, commissioning, operation and maintenance of Water ATMs and construction of foundation for MUPI including installation, erection, fabrication, electrical installation of the media and structural design of MUPI and also for shifting etc.
- G. On pre-determination of the contract for any reason whatsoever, including surrender by the allottee, the Water ATMs and MUPIs shall become the property of South DMC. In such case the allottee shall hand over all the Water ATMs & MUPIs structures to the department in good condition.

3. Scope of work

- (i) The allottee shall have the right to utilize upto 04 sqm bare space at identified site for installation, commissioning, operation and maintenance of Water ATMs only at his/her own cost.
- (ii) The bare space of upto 04 sqm shall be provided at each identified sites on "as is where is" basis. It will be the allottee's responsibility to procure, install, operate & maintain the Water ATM at the allotted space at his/her own cost.
- (iii) A MUPI of size 5'x3' with double side display will be installed by the allottee within a distance of maximum 15 meters from the Water ATM (One side will be utilized for indicating the location of Water ATM, information of contract including logo of SDMC and Public Service Messages of SDMC as may be required and provided by SDMC, free of cost and other side will be used for commercial displays).
- (iv) The design/installation of the Water ATM should be aesthetic.
- (v) The drinking water quality must be ensured as per the Indian Standard (IS10500:2012).
- (vi) The Water ATM's Tank and its External body unit must be made of stainless steel. Allottee has to ensure that the Water ATM units shall remain rust-free and in clean condition. Tank storage capacity of water ATM shall be minimum 250 liters.
- (vii) The roof canopy should be appropriate to protect the whole ATM in all weather conditions.
- (viii) Every Water ATM shall be provided with LED board for display of IS

10500:2012 water quality parameters on real time basis including Temperature.

- (ix) To minimize the wastage of water through RO system, raw water shall be treated to convert more than 70% into drinking water and wastage shall not be more than 30% at any point of time. The bidder should consider this in designing the RO system at all sites and in any case waste water shall be drained to the nearby Storm Water Drain.
- (x) The Water ATM should invariably be equipped with provision of cold water during summer months i.e. from March to October (with the temperature upto 20 degree centigrade).
- (xi) All the other items in contact with water must be of food grade quality. The water Tank must be cleaned at interval of every 15 days.
- (xii) Raw water/Processed Water for the water ATM will be arranged by the Allottee. Wherever available the firm shall obtain Delhi Jal Board's connection for this purpose. If Delhi Jal Board's connection is not possible or water is not available, alternative arrangements for raw water/processed water as per IS-10500:2012 will be made by the allottee. The raw water shall be procured from the concerned authorities of Delhi/NCR. The allottee shall be liable to obtain electricity connection/meter for operation of water ATM/MUPI from the concerned agencies/Authorities at his/her own expense, wherever required. However, no electric generator of any kind will be allowed.
- (xiii) Allottee shall at all times adhere to all provisions of the Outdoor Advertisement Policy, 2007, written directions of SDMC, Delhi Municipal Corporation Act and Bye Laws made there under and amendments made from time to time in this regard.
- (xiv) To Procure, install, operate, manage and maintain the Water ATMs at its own cost with adequate trained and experienced team for responsibilities as defined in this Contract.
- (xv) Allottee shall positively ensure operations of its Water ATMs at least from 08.00 am to 10.00 pm (minimum). During non operational hours of Water ATMs, they should be ensured to be plugged off from mains.
- (xvi) Allottee shall provide drinking water facility to the general public @ Rs.2/- per 250 ml and Rs.5/- per liter. The rate list of drinking water shall be conspicuously displayed at machines.
- (xvii) Allottee shall provide drinking water facility to the general public @ Rs.2/- per 250 ml. in recyclable paper glass which must be biodegradable and made of minimum 170 GSM paper. The one liter water @ Rs.5/- can be dispersed in the consumer's container and provision of jar is not mandatory. Use of plastic glasses shall not be permitted.
- (xviii) Every Water ATM shall be managed by an operator of the allottee who will be responsible for overall cleanliness around the unit (approx 2 meter radii). All the Water ATM locations shall be maintained clean, safe, hygienic and risk free by the allottee. No waste shall be generated as water shall be offered in paper glass (for 250 ml.) and customer's container (for 1 Liter or more) and 2 (Two) covered dustbins (Green Colour dustbin for disposal of Wet wastes and Blue Colour Dustbin for Dry waste) shall be provided by the allottee with/near the Water ATM machine. The Water ATM machine shall be specifically designed in such a manner so as to ensure that water is not allowed to spill outside the unit.
- (xix) Allottee shall indemnify that SDMC shall be free from any liability/legal action of any kind arising out of the supply of pure and safe

drinking water by water ATMs or its quality or quantity.

(xx) Allottee shall have to provide the water test report from Delhi NCR based NABL Accredited Labs to SDMC at every interval of six month at their own cost and the same should be displayed at each Water ATM. SDMC also reserve the right to test water of any unit of water ATM at any time at its own cost.

(xxi) Under no circumstances, shall the identified space/s be mortgaged, charged or otherwise put under any lien (including negative lien), no charge or encumbrance will be created or agreed to be created in favour of any person, including the Lenders/Financial Institution(s)/ Banks etc.

(xxii) Allottee shall indemnify SDMC against any loss caused by Fire/ Electrical mis-happening at the allotted space, also, SDMC may seek recovery against the loss incurred to the SDMC property.

(xxiii) Allottee shall comply with all statutory requirements in connection with the contract.

(xxiv) Allottee shall ensure regular and timely payments of all amounts due to SDMC and discharge all obligations as per provisions of this contract.

(xxv) Allottee shall pay all applicable taxes, statutory dues, etc. as and when due and as applicable.

(xxvi) Disposal of waste generated at each Water ATM.

The Allottee shall have to make its own arrangements for daily disposal of waste (after segregation of dry and wet waste) out of Water ATM site(s) at the dumping sites approved by MCD/ concerned civic agencies to ensure perfect cleanliness.

(xxvii) Other necessary compliance/Civil Compliance must be fulfilled by the Allottee.

(xxviii) The allottee will establish a referral contract centre for redressing customer complaint with the drinking water. Such centre will have a toll-free number which shall be prominently displayed at its Water ATM Machines.

4. Eligibility Criteria

- a. The firm shall be a Sole Proprietorship Firm, Partnership Firm, Registered Society, Registered Co-operative Society, Public Limited Company or a Private Limited Company, shall be existing in the business before the financial year 2013-2014.
- b. Joint Venture (JV) firms, Consortium of firms or Consortium of individuals shall not be allowed for participation in the Tender.**
- c. Bidder/Firm should have performed similar nature of work of installation and operation of Water Purifier Systems/Machines or Water ATMs for public use and submit documentary evidences issued by any Government Agencies/PSUs/Civic Agencies/Autonomous Bodies/NGOs/Registered Co-operative Societies etc. in support thereof.
- d. The bidder should have completed installation and successful operation/successful maintenance of Water ATMs (Portable Water dispensing

unit with RO plant of capacity 250 LPH and above through coins/card) in at least 50 locations for a period of continuous six months and submit documentary evidences issued by any Government Agencies/PSUs/Civic Agencies/Autonomous Bodies/NGOs/Registered Co-operative Societies/Public Ltd. Companies etc. in support thereof. ("Similar nature of work means installation, operation of Water Purifier Systems/Machines, water ATM for public use.")

- e. The current performance certificate/successful work completion certificate issued by the Officer of concerned organization equivalent to the designation/capacity of the Officer who has issued the work order/award letter to the bidder should also be submitted.
- f. A bidder can bid for one or all zones.

g. Table for Zone Wise MRP and EMD are as mentioned below:-

S. No.	Name of the Zone	No. of Sites	MRP (Rs) Per Month	EMD (Rs)	Minimum Avg. Financial Turn-over for last three years (Rs.)
1.	Central Zone	67	1,34,000/-	3,00,000	125 Lac
2.	South Zone	48	96,000/-	2,00,000	125 Lac
3.	West Zone	39	78,000/-	2,00,000	125 Lac
4.	Najafgarh Zone	24	48,000/-	1,50,000	125 Lac

Note:-1:- The bidder can apply for more than one zone even if the minimum average financial turnover of last three years is Rs.125 Lacs. However, he will be allotted one zone only as per his order of preference, if selected as H-1 bidder (i.e. if the bidder is not declared the H-1 bidder for his/her first preference then the financial bid of his/her subsequent preference will be opened). For being selected as H-1 bidder for all the four zones the average financial turnover of last three financial years of the bidder must be at least Rs.5 Cores.

Note:- The Department shall consider the bids of bidders for Zone/Zones having different MRP upto his financial capacity and upto his minimum average turnover in the order of preference as mentioned by the bidder in **Annexure 7** and once the bidders financial capacity exhaust, the Department shall not consider the remaining cluster/s, if applied by the bidder beyond his Minimum Average Annual financial turnover.

The financial turnover of the bidder has to be from any legal business activity. The turnover of the bidder shall be ascertained from the following documents which the bidder is required to submit along with his bid:

- Profit & Loss account statement of the bidder for the last three financial years showing the annual turnover duly certified by a Chartered Accountant; (For the year 2013-14, 2014-2015 and 2015-2016).
- Audited Balance sheet of the bidder for the last three financial years showing the annual turnover duly certified by Chartered Accountant; (For the year 2013-14, 2014-2015 and 2015-2016).
- Complete copy of income Tax Returns, showing the bank account number of the bidder for the last three financial year ; (For the year 2013-14, 2014-2015 and 2015-2016).

Ar
14/10/2012

- h.** Any bidder or Director/Partner/Proprietor of any firm who have been/is associated in any manner with a Firm/Company/Organization, who has not cleared past dues, if any, of SDMC/erstwhile MCD or and has been black-listed by either erstwhile MCD or SDMC/NDMC/EDMC, or any Govt. organization/Ministry/PSUs/Autonomous Body shall not be eligible to participate in the tender and such participation will be rejected summarily.

The bidder needs to submit an Affidavit in this regard clearly mentioning that all the directors/partners or proprietor are/is/were/was not associated to any firm/company/organization in any manner who have not cleared past dues of SDMC/Erstwhile MCD or also not associated in past and present to the firm/company/organization in any manner who has been black-listed by either erstwhile MCD or SDMC/NDMC/EDMC, or any Govt. organization/Ministry/PSUs/Autonomous Body.

5. Documents to be submitted with tender form:

Part-I, Technical Bid:

The Bidder shall be required to submit following certificates/undertakings and documents in the technical bid. The Technical bid shall be kept in separate sealed cover super scribing 'Part I -Technical Bid' - **"OPEN TENDER FOR INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE OF WATER ATMs ALONGWITH ADVERTISEMENT RIGHTS THROUGH TENTATIVE WATER ATM SITES & MUPIs UNDER THE JURISDICTION OF SDMC ON BOO (BUILT OWN & OPERATE) BASIS"**.

This sealed cover shall contain:-

- a) Complete tender document, each page duly signed by the authorized signatory.
- b) Bid Application in Format given at '**Annexure-2**'.
- c) Power of Attorney in the name of the Authorized Signatory in Format given at '**Annexure-3**'.
- d) The tender documents may be downloaded through SDMC's website www.mcdonline.gov.in, and payment of requisite tender Fee of **Rs.40,000/-** (Rupees Forty Thousand Only) for participation in tender, shall be deposited by way of demand draft/pay order payable at Delhi drawn in favour of Commissioner, SDMC along with submission of the bid.
- e) Basic information of bidder as per '**Annexure-4**'.
- f) Requisite Earnest Money of each zone separately in the form of Bank Draft/Demand Draft/Bankers Cheque in favour of Commissioner, SDMC shall be deposited along-with submission of the bid, as mentioned in **Annexure-1**'.
- g) Document in respect of eligibility criteria mentioned at para No.4 shall be the part of technical bid.
- h) The bidder(s) shall mention his/their order of Preference of Zones in **Annexure '7**' which shall be considered for order of opening of his/their financial bid(s) for Zone(s).
- i) The bidder should also submit the duly filled and signed Performa of eligibility criteria as per the annexed Performa at **Annexure-10**'.
- j) The bidder should submit an affidavit on non judicial stamp paper of Rs.100/- duly notarized as per the clause 4 sub clause (h) of tender document as per the Performa annexed at **Annexure-11**'.

- k) The bidder should submit an index duly signed by the authorized signatory showing all the documents attached in the technical bid with their page numbers as per Performa annexed at **Annexure-'12'**.

Part-II, Financial Bid:

Bidder shall be required to submit the following certificates/undertakings and documents in financial bid:

- 1) Financial Quote for each Zone shall be quoted separately as per Format given at **'ANNEXURE-8'**.

Note 1:-In case the bid(s) is/are made for selected/tentative Water ATM Site(s) and not for the Zone, as mentioned in the tender document, the same shall be summarily rejected.

Note 2:-The tentative bidders are advised to submit the quoted rates for each Zone in a separate sealed cover. In case, the bidder quote rates in a single format for more than one Zone, the Department shall consider the bids of bidders for Zone(s) having different MRP upto his financial capacity as per his order of preference as mentioned by the bidder in **Annexure 7**. Once the bidder's financial capacity gets exhausted, the Department shall not consider the remaining Zone(s), if applied by the bidder beyond his Financial Capacity.

- 2) **The financial bid of each Zone shall be kept in separate sealed cover super scribing the " Financial bid for Zone Name.____"**and in case the bidder is bidding for more than 1 Zone, then all sealed cover envelope for each Zone shall be kept in a separate sealed cover envelope carrying all the sealed cover financial bid for each Zone super scribing **'Part II - "OPEN TENDER FOR INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE OF WATER ATMs ALONGWITH ADVERTISEMENT RIGHTS THROUGH TENTATIVE WATER ATM SITES & MUPIs UNDER THE JURISDICTION OF SDMC ON BOO (BUILT OWN OPERATE) BASIS"**.

- 3) The two envelopes as stated above i.e. Part-I and Part-II shall be further sealed and kept in an envelope super-scribing **'Bid - "OPEN TENDER FOR INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE OF WATER ATMs ALONGWITH ADVERTISEMENT RIGHTS THROUGH TENTATIVE WATER ATM SITES & MUPIs UNDER THE JURISDICTION OF SDMC ON BOO (BUILT OWN OPERATE) BASIS"**, clearly mentioning the name, address of the agency/contractor submitting the bid. Any tender not accompanied with any of the above mentioned documents/information/certificates/undertakings/earnest money/tender cost, is liable to be rejected, summarily. However, SDMC reserves the right to call for information/clarifications from the bidder. The bidder may apply for one or more Zone(s) or all Zones for installation, commissioning, operation and maintenance of Water ATMs along-with advertisement rights through tentative Water ATM sites & MUPIs under the jurisdiction of SDMC.

Note: The bidder must not mention his financial quote for the Zone(s) except in the **Annexure-8** separately for each Zone, otherwise bid shall be summarily rejected.

6. Pre-Bid Meeting

- 1) SDMC shall hold a pre-bid meeting with the prospective bidders on date & time and at Address of the Venue mentioned in the NIT.
- 2) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach at the address mentioned in the NIT by post, or e-mail on or before Date & time specified in the NIT.

7. Response to Pre-Bid Queries and Issue of Corrigendum

- 1) At any time prior to the last date for receipt of bids, SDMC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document by way of corrigendum.
- 2) Prospective bidders are advised to regularly scan through SDMC website as corrigendum/amendments/clarification/reply to pre-bid query(if any), will be notified on the official website and no separate advertisement/communication in any other form will be made for this purpose.
- 3) Any such corrigendum shall be deemed to be incorporated into this tender document.
- 4) In order to afford prospective Bidders reasonable time in which to take the corrigendum into account in preparing their bids, SDMC may, at its discretion, extend the last date for the receipt of bids.
- 5) For any query from applicant, SDMC reserves the right not to offer clarification on any issue raised in a query. No extension of any dead line will be granted on this account that SDMC has not provided clarifications.

8. Bid Submission Instructions:

- a) The duly filled bid documents should be submitted on or before the due date and time. In case the due date is declared a holiday then due date will be next working day on same time.
- b) Tender form should be clearly filled giving full name and address of the party and in English Language only. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English.
- c) That the bid document, including the documents/certificates/undertakings etc. (all pages) must be signed and pagged by the authorized signatory of the bidder.
- d) The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender in his own interest. Failure to furnish all the necessary information as required or submission of a bid not substantially responsive to all the requirements of the tender shall be at Bidder's own risk and may be liable for rejection.

9. Rejection of Bids:

SDMC reserves the right to reject any/all bids without assigning any reason thereof and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. The SDMC may at its sole discretion and at any time

during the evaluation of Proposal, disqualify any Bidder on any of the following grounds:

- (i) If he has made misleading or false information in the tender document submitted by him.
- (ii) If he has any pending dues with erstwhile MCD or SDMC.
- (iii) Any bidder who has been blacklisted by MCD or SDMC/NDMC/EDMC or any Govt. organization/Ministry/PSUs/Autonomous body due to any reason.
- (iv) Any bidder who is found to have any interest in the disqualified/blacklisted agency/person/company for which the decision of the SDMC shall be final and binding on all the parties.
- (v) Tries to influence the tender process through direct contact with any official involved in the tender process or through manipulative news reports against any competing bidder/complaints against competing bidders from known or unknown sources.
- (vi) Absence or omission of any document as required as per the tender documents, the concerned bidder shall be declared as not eligible and in that eventuality their financial bid shall not be considered.
- (vii) Fails to provide clarifications related thereto, when sought by SDMC within reasonable time.
- (viii) Any delay in receipt of tender documents through Registered post/Speed post/Courier shall render the tender invalid. Telegraphic/fax/e-mail tender etc. shall be summarily rejected. Decision of SDMC in this regard shall be final and binding.
- (ix) Information related to the examination, clarification and comparison of the Proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over. If any of bidder found indulged in such activity, then the bid of such bidder shall be summarily rejected and other legal actions shall be taken as per law.
- (x) The Technical Bid proposal should not include any financial bid information. A Technical Bid proposal containing any financial bid information shall be summarily rejected.
- (xi) Any superfluous document(s) not related to the mandatory criteria in company profile shall not be taken into account and no weight-age shall be given and shall result in summary rejection of bids. All participating bidders are clearly instructed to attach documents which are relevant to the scope of work/mandatory criteria as specified in the tender document and not any other document.
- (xii) Any bidder found indulging in malicious campaign or disinformation campaign or personal character assassination/vilification against any official of the SDMC or any other bidders either directly or through third parties, at any time after publication of the NIT, shall be liable for rejection of bids and other legal actions as per law. Such bidders may also be blacklisted by the Municipal Corporation.
- (xiii) Any interlineations, erasures, over-writing, additions, etc. will disqualify the Tender. Only cutting(s) will be allowed, subjected to signed by the authorized signatory.

10. Opening of Tender :

Tender shall be opened at the date and time specified in the NIT.

11. Bid Evaluation:

a. Technical Bid Evaluation

Responsiveness of bids submitted by all the Bidders shall be first examined with respect to Bid application, earnest money and tender fee, immediately after opening of the bids. Technical bids of all the responsive bids shall be evaluated as per criteria given in Para 4 (Eligibility criteria) above. All the technically qualified bidders shall be intimated by the Advertisement department/SDMC for opening of financial bid.

b. Financial Bid Opening/Evaluation:

- (i) Financial bids of the technically qualified bidders shall be opened in order of preference as submitted by bidder in **Annexure-7**.
- (ii) Bidders shall be ranked H-1, H-2, H-3 etc. in decreasing order of their financial offers for respective Zones. The selection will be on the basis of the highest monthly License fee (H-1) quoted by the bidder for the Zone(s) as mentioned in the **Annexure'1'** under the jurisdiction of SDMC. However, in the event that two or more Bidders quoting exactly the same bid amount, the H-1 bidder shall be decided either by obtaining spontaneous bids in sealed cover from all the bidder who have quoted the same H1 rate, which of course must be higher than their original quoted MLF or H-1 will be decided by way of a draw amongst the said bidders then and there itself in the presence of representative of bidders and decision of SDMC in this regard shall be binding on the all the party/bidders.
- (iii) If there is a case of any discrepancy in quoted amount in words and figures, then the amount quoted by the bidder in words shall be considered. The decision of SDMC in this regard shall be binding and final on all the party/bidders.

12. Acceptance of Tender/Bid:

- a.** The validity of the offer given by the bidder shall be for 180 days from the date of submission of bid and the same cannot be withdrawn by the bidder before the expiry of validity period, otherwise EMD shall be forfeited and the bidder shall be blacklisted for future tenders for two consecutive years.
- b.** The offer/bid made by the bidder shall be subject to acceptance by the competent authority, SDMC or any other officer authorized/designated by the competent authority.
- c.** Rights for installation, commissioning, operation and maintenance of Water ATMs in each zone under the jurisdiction of SDMC on BOO (BUILT OWN OPERATE) basis shall be given to the highest bidder (**even if there is valid single bidder for each Zone(s)**) for each Zone at the discretion of the competent authority only after acceptance of LOI (i.e. after fulfilling all the conditions of LOI). Advertisement rights shall be given after fulfilling all the conditions of Provisional Allotment Letter. The decision of SDMC in this regard shall be binding and final on the all the party/bidders.

13. Conflict of Interest

Applicants shall not have a conflict of interest that affects the tender process. Any Applicant found to have a Conflict of Interest will be

disqualified. An Applicant may be considered to have a Conflict of Interest that affects the tender Process, if:

- (a) Such Applicant (or any constituent thereof) and any other Applicant (or any constituent thereof) have common controlling shareholders or other ownership interest, direct or indirect shareholding in an Applicant or a constituent thereof in the other Applicant(s) (or any of its constituents); or
- (b) A constituent of such Applicant is also a constituent of another Applicant; or
- (c) Such Applicant receives or has received any direct or indirect subsidy from any other Applicant, or has provided any such subsidy to any other Applicant; or
- (d) Such Applicant has the same authorized representative for purposes of this Proposal as any other Applicant; or
- (e) Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Applicant; or such Applicant has participated as a consultant to SDMC in the preparation of any documents, design or technical specifications of the Project.

14. Negotiations:

H-1 bidder of each Zone may be called for negotiations (if any) at the sole discretion of SDMC. The Quoted/negotiated rate of the bidder below the MRP of Zone(s) under the jurisdiction of SDMC as mentioned in the **Annexure-1** of tender document shall not be accepted. In case of failed negotiation, being the quoted/negotiated rate below the MRP, these Zone(s) will be retendered and H-1 bidder who has failed in negotiation will not be allowed in the retendering.

- 15. Letter of Intent (LOI) :-** On declaration of successful H-1 bidder of the respective Zone, LOI will be issued. Within seven days of the issuance of the LOI, the H-1 bidder need to accept the LOI and submit Performance Security as specified in the tender document and shall enter into an Agreement for installation, commissioning, operation and maintenance of Water ATMs at the sites mentioned in the annexure-1. The date of commencement of the contract shall be the date of entering into the Agreement between SDMC and the H-1 bidder. The Agreement is to be executed on a non-judicial stamp paper of Rs.100/- duly attested by Notary which is to be purchased and provided by the bidder. Agreement format shall be provided by the department along with LOI. Consequent upon execution of Agreement, the H-1 bidder of respective Zone(s) shall be given 90 days' time for installation of Water ATMs as per specifications given in the Tender Document at the specified sites as mentioned in **Annexure -1** of the Tender Document. In case the installation work is not completed by the respective H-1 bidder of the Zone within the prescribed time as mentioned in the agreement, SDMC reserves the right to forfeit Performance Security and EMD deposit of the H-1 bidder. If all the formalities of agreement are completed by the respective H-1 bidder of the Zone, an intimation along with requisite reports as mentioned in **Clause No.3 (Scope of Work) of the tender document**, in writing, shall be submitted by the H-1 bidder to SDMC. Subsequently, after examination of Water ATM Sites, conditions, reports etc. and satisfactory fulfilment of formalities of agreement, a Provisional Allotment Letter for the advertisement rights shall be issued to the allottee by SDMC.

- 16. Provisional Allotment Letter for advertisement rights :**

A Provisional Allotment Letter for advertisement rights will be issued to the respective allottee of each Zone for submission/completion of requisite formalities within **Seven Working days** of issuance of the same, subject to acceptance by the Commissioner, SDMC or any other officer/authority authorized by him. The allottee of respective Zone(s) shall be liable to complete all the requisite formalities such as, Security deposit equivalent to 1 Month License Fee (Monthly License Fee), 1 month advance MLF, Undertaking by way of affidavit on a stamp paper of Rs. 100/- duly notarized as per '**Annexure-5**' and the firm must fulfill requisite formalities as mentioned in the registration guidelines for getting registered in the appropriate category with the Advertisement Department, SDMC (in case, the firm is not registered in SDMC in appropriate category) within **seven working days** from the date of issue of Provisional Allotment letter for advertisement rights.

17. Supplementary Agreement:

After successful completion of all the requisite formalities as mentioned in the Provisional Allotment Letter of advertisement rights, the allottee (successful bidder of each Zone), shall be liable to enter into an supplementary agreement with SDMC prior to issuance of allotment letter, failing which the Deposited Earnest money, Performance Security amount, etc. shall be forfeited and provisional allotment letter for advertisement rights so issued by the SDMC can be cancelled at the prerogative of SDMC. Further, the allottee (successful bidder of each zone) shall liable to be blacklisted for the purpose of advertisement rights & in such an event the registration of the firm shall also be cancelled, if registered. The Supplementary Agreement is to be executed on a non-judicial stamp paper of Rs.100/- duly attested by Notary which is to be purchased and provided by the bidder. Agreement format shall be provided by the department along with provisional allotment letter for advertisement rights and the agreement shall be subject to the provisions contained in the NIT/Tender documents and Act/Rules/Regulations/Bye-laws, as in force from time to time. The supplementary agreement so executed shall become the part of main agreement in all the respects. The decision of the SDMC shall be final and binding upon any issue arising out of the Agreement. Any further supplementary agreement may be entered on need or circumstantial basis as per the requirements of SDMC for the public benefits at large or as per the requirement of Tender conditions. The decision to this effect taken by the Commissioner, SDMC shall be final and binding. The bid documents (bid application, technical bid, financial bid and negotiation letter, if any) submitted by the bidder, reply to pre-bid query, if any, addendum, etc. shall form part of the agreement.

The Stamp Duty, if levied by Govt. on such contracts, shall be required to be registered at nominated registrar's office and amount of Stamp Duty is to be paid/borne by the Allottee.

18. Allotment letter for advertisement rights:

The SDMC shall issue a formal allotment letter of advertisement rights to the allottee (successful bidder of each zone) separately after execution of

Supplementary Agreement by the allottee (successful bidder) of each zone with the SDMC. Even if more than one zone (maximum of four Zones) are awarded to one successful H-1 bidder then also there would be separate allotment letters for each zone.

19. Incubation Period :

The Incubation period permitted shall be of **30 days from** the date of issue of allotment letter for advertisement rights (excluding the date of issue of Allotment letter) for each zone and the same shall not be extendable. The incubation period is allowed for pre-preparation before the display of advertisement which includes installation advertisement device, non-conventional/ conventional source of energy connection and electrical fittings and fixtures, as may be required for making the all sites/devices fit for display. The monthly license fee shall be payable by the allottee from the day next to the date of expiry of the incubation period or from the actual date of display of advertisement or whichever is earlier. However, in the incubation period, if in any case the commercial displays started by the contractor, the license fee shall be charged for that particular device(s) through which the commercials displayed made only upto the period of expiry of incubation period and thereafter the license fee shall be started from the day after expiry of incubation period of the awarded zone. However, in exceptional circumstances beyond the control of department and contractor, the incubation period may be extended after examining the genuineness of the case and after taking approval of the Commissioner SDMC. The decision of the Commissioner SDMC shall be final and binding in this regard.

20. Earnest Money Deposit / Security Deposit / Bank Guarantee/Performance Security/Advance Monthly License Fee

(i) Earnest Money Deposit:

The respective H-1 bidder shall have to deposit Earnest money deposit as mentioned in the clause No. 4 (g) in form of Bank Draft/Pay Order/Bankers Cheque for each Zone. The EMD (Earnest Money Deposit) for each Zone shall be of the amount as mentioned in the table under clause 4 (g) of Tender Document, along with the bid. Bid submitted without the earnest money deposit shall be summarily rejected. The earnest money deposit of unsuccessful bidders found not qualified as H-1 bidder shall be refunded to them. The Earnest Money Deposit of successful bidder(s) shall be adjusted in the performance security or Security deposit for advertisement rights or refunded as per the request of the H1 bidder.

However, the Earnest Money Deposit and performance security can be forfeited on account of any of the following reasons:

- (a) If the successful bidder (H-1 Bidder) does not fulfil the formalities of Provision Allotment letter within 07 working days of issue of **aforsaid letter** or if the bidder withdraws the proposal during the validity period specified in tender.
- (b) If the bidder does not respond to request for clarification of its proposal,
- (c) If the bidder fails to provide required information during the evaluation process,

- (d) If the bidder resorts to malpractices with an ulterior motive to affect the chances of rival bidders which includes cartelization/sudden complaints/malicious newspaper reporting about competing bidders post the phase when the tender has been published.
- (e) If he has made misleading or false representations in the tender document submitted by him .

(ii) Performance Security :

Bank Guarantee in favour of Commissioner, SDMC by a Scheduled/Nationalized bank for an amount equivalent to **four times** of awarded Monthly License Fees for each Zone with validity of 99 months shall be deposited by the H-1 bidder on account of Performance Security. The Performance Security will only be refunded after successful completion of contract period, **without any interest upon it**, however, subject to deductions/forfeiture which may be applicable on account of non-performance, as the case may be. The decision of the competent authority, in this regard shall be final and binding upon all. The Allottee shall submit revalidated Bank Guarantee for extended period (if any) plus 3 months i.e. if the contract is extended for the extendable period i.e. 02 years then a bank guarantee with validity period of 27 months shall be submitted by the respective allottee for each zone.

(iii) Security Deposit for Advertisement Rights:

A Bank Draft/Pay Order/Bankers Cheque/Bank Guarantee in favour of Commissioner, SDMC by a Scheduled/Nationalized bank for an amount equivalent to the **1 (One) times of the Awarded Monthly License Fee (MLF)** of the zone (**as quoted by the bidder or as negotiated**) has to be deposited with in **seven working days** after issue of Provisional Allotment letter to successful highest bidder for each Zone separately. However, in the event of deposition of security deposit by way of Bank Guarantee the period of the same shall be for the entire contract period plus 3 months i.e. for 99 months. The security deposit will not be adjusted against M.L.F of the current contract but the same will be refunded to the bidder after successful completion of contract period, **without any interest upon it** however, subject to deductions/ forfeiture which may be applicable on account of non-performance, as the case may be. The decision of the SDMC, in this regard shall be final and binding upon all.

(iv) Advance Monthly License Fee Payment:

Initially the One Month advance license fee (**As quoted by the H-1 bidder of each Zone(successful bidder) or as negotiated**) shall be payable by the H-1 bidder/Allottee (successful bidder of each zone) **within seven working days** from the issuance of Provisional Allotment letter and the date of start of MLF shall be the immediate next date after completion of 30 days incubation period or date of start of display of advertisement whichever is earlier for each zone separately. Thereafter, the Allottee shall deposit license fees on monthly basis in advance upto 10th of each month through demand draft/pay order in favour of Commissioner, SDMC. In case the last date of the payment is a holiday, then the working day preceding the holiday(s) shall be treated as last date for deposition of the license fees.

21. Interest on delayed payment:

