



**ENVIRONMENTAL PLANNING &
COORDINATION ORGANISATION**

(Autonomous organization of MP Govt.)

Paryavaran Parisar, E-5 Arera Colony, Bhopal – 462 016
Tel. 0755-2464318, 2466970 Ext 122 Fax: 2462136

**INSTALLATION OF COMMUNITY WATER
PURIFICATION PLANTS FOR DRINKING WATER
SUPPLY REQUEST FOR PROPOSAL (RFP)**

Sealed bids are invited on PPP mode in three envelope system by the Executive Director Environment Planning & Coordination Organization (EPCO), Paryavaran Parisar E-5, Arera Colony, Bhopal M.P. from manufacturers, /authorized representatives to supply, install and commission water purification treatment plants of (i) 500 Litre Per Hour (LPH), (ii) 1000 LPH, (iii) 2000 LPH and (iv) 4000 LPH capacity for supply of drinking water as per IS: 10500-2004 norms, in Rural/Urban areas of Madhya Pradesh as per specifications and operation and maintenance of the plants for a period of 10 years by collecting user charges upto 3:00 PM on 04.06.12

RFP document can also be downloaded from the website www.epco.in.

Executive Director

ENVIRONMENT PLANNING AND COORDINATION ORGANIZATION



REQUEST FOR PROPOSAL DOCUMENTS

For

**PROVIDING AND INSTALLATION OF COMMUNITY WATER
PURIFICATION TREATMENT PLANTS OF DIFFERENT CAPACITIES FOR
DRINKING WATER SUPPLY AS PER IS 10500 – 2004 INCLUDING
OPERATION AND MAINTENANCE FOR 10 YEARS**

(PPP MODE)

ENVIRONMENT PLANNING AND COORDINATION ORGANIZATION

(EPCO)

**PROVIDING AND INSTALLATION OF COMMUNITY WATER PURIFICATION
TREATMENT PLANTS OF DIFFERENT CAPACITIES FOR DRINKING WATER
SUPPLY AS PER IS 10500 – 2004 INCLUDING OPERATION AND MAINTENANCE
FOR 10 YEARS
(PPP MODE)**

INDEX

S. No.	Contents	Page from – to
1.	Request for Proposal (RFP) for Press	1
2.	Request for Proposal	2 – 10
3.	Data Sheet	11 – 12
4.	Terms of Reference (Annexure A)	13 – 18
5.	Technical Bid (Annexure B)	19 – 20
6.	Organizational Structure	21
7.	Financial Bid (Annexure C)	22
8.	Agreement	23 – 40

REQUEST FOR PROPOSAL (RFP)

INSTALLATION OF COMMUNITY WATER PURIFICATION PLANTS FOR DRINKING WATER SUPPLY

RFP No. - RFP/CC/001/2012

Date: 09.02.2012

INVITATION OF THE BIDS

Sealed bids are invited on PPP mode in three envelope system by the Executive Director Environment Planning & Coordination Organization (EPCO), Paryavaran Parisar E-5, Arera Colony, Bhopal M.P. from manufacturers, /authorized representatives to supply, install and commission water purification treatment plants of (i) 500 Litre Per Hour (LPH), (ii) 1000 LPH, (iii) 2000 LPH and (iv) 4000 LPH capacity for supply of drinking water as per IS: 10500-2004 norms, in Rural/Urban areas of Madhya Pradesh as per specifications and operation and maintenance of the plants for a period of 10 years by collecting user charges upto **3:00 PM on 04.06.12**

RFP document can also be downloaded from the website www.epco.in.

EXECUTIVE DIRECTOR
EPCO

REQUEST FOR PROPOSAL (RFP)

PROVIDING AND INSTALLATION OF COMMUNITY WATER PURIFICATION TREATMENT PLANTS OF DIFFERENT CAPACITIES FOR DRINKING WATER SUPPLY AS PER IS 10500 – 2004 INCLUDING OPERATION AND MAINTENANCE FOR 10 YEARS (PPP MODE)

RFP No. - RFP/CC/002/2012

Date: 09.05.2012

1. INVITATION OF THE BIDS

Sealed bids are invited on PPP mode in three envelope system by the Executive Director Environment Planning & Coordination Organization (EPCO), Paryavaran Parisar E-5, Arera Colony, Bhopal M.P. from manufacturers, /authorized representatives to supply, install and commission of water purification treatment plants of (i) 500 Litre Per Hour, (LPH), (ii) 1000 LPH, (iii) 2000 LPH and (iv) 4000 LPH capacity for supply of drinking water as per IS: 10500-2004 norms, in Rural/Urban areas of Madhya Pradesh including construction/fabrication of suitable shed/shelter and water storage tanks as per specifications and operation and maintenance of the plants for a period of 10 years by collecting user charges upto **3:00 PM on 04.06.12**

Terms of Reference (TOR)

- a. EPCO intends to install about 100 such plants in the State but this quantity may increase or decrease by any number and no claim of the bidder in this regard shall be entertained.
- b. The work shall be allotted to the successful bidder in installments as per availability of suitable sites, raw water and willingness of the local bodies.
- c. The bidder shall provide and install the plants within three months from the date of issuance of the work order by EPCO.
- d. The aims of the project, scope of work, technical specifications to be followed and quality of drinking water to be supplied shall be as per Terms of Reference given in Annexure A.

RFP document: It can be obtained on payment of Rs. 15,000/- (Fifteen Thousand) by demand draft of any nationalized or scheduled commercial bank payable at its local branch in favour of the Executive Director Environmental Planning & Coordination Organization (EPCO) Bhopal. RFP document can also be downloaded from the website www.epco.in. In such case the demand draft shall be submitted in a separate sealed envelope alongwith the bid.

Earnest Money Deposit (EMD): The amount of Earnest Money Deposit is Rs. 5,00,000/- (five Lakh) which shall be furnished in the form of demand draft or term deposit receipt of any nationalized or scheduled commercial bank payable at its local branch in favour of the Executive Director EPCO Bhopal

Opening of Technical Bids: The technical bids shall be opened on **04.06.2012 (date)** from **4:00 PM**.

Contract Period for Awarding Work: 15 (Fifteen) months from the date of agreement.

Operation and Maintenance Period: 10 years from the date of commissioning of the respective water purification treatment plant.

Contract Period for Operation & Maintenance: 10 years from the date of commissioning of the last water purification treatment plant

2. ELIGIBILITY CRITERIA:

- (a) **Financial Criteria:** The bidder should have minimum turnover of Rs 5.00 (five) crore or more per year during the last three financial years (2008-2011) in manufacturing and supply of water purification treatment plants and for providing RO technology in water purification as per IS: 10500-2004. *(Attach balance sheets duly certified by the Chartered Accountant).*
- (b) **Experience Criteria:** The bidder should have experience in Installation, Operation & Maintenance of minimum 250 (two hundred fifty) RO based Water Purification Treatment Plants of various capacities during the last three financial years. A plant of less than 500LPH capacity shall not be counted towards this calculation of 250 plants.

3. PRE-BID MEETING

Pre-bid meeting will be held for seeking any clarification regarding RFP document on date **26.05.2012 from 3.00 PM** in the Conference Hall of the EPCO on that day. Bidders may also seek clarification on E-mail epcobpl@sacharnet.in

4. AMENDMENT OF RFP DOCUMENT

- a) Any person requiring any clarification of the documents must notify EPCO, in writing, not later than 7 days before the bid submission date. Any request for clarification in writing or by fax or e-mail must be sent to EPCO. EPCO will respond by fax or e-mail to such request and copy of the response will be sent to all the prospective bidders and also be uploaded on website of EPCO.
- b) At any time prior to the deadline for submission of bids EPCO may, for any reason and at its own initiative, modify the RFP document by issue of amendment(s).
- c) Such amendment(s) will be notified in writing to all the prospective bidders who have been issued the RFP document and will also be uploaded on web site of EPCO.

- d) EPCO may, at its discretion, extend the deadline for the submission of bids due to any reason what so ever.

5. BID VALIDITY PERIOD

The bid shall remain valid for 120 (one hundred twenty) days from the date of opening of the financial bid and may be extended with mutual consent at the discretion of Executive Director, EPCO Bhopal.

6. TECHNICAL & FINANCIAL BIDS

6.1 General

- a. The bidder shall make his own assessment of both the technical and administrative staff along with support personnel, which will be needed for timely completion of the project and for successful operation and maintenance.
- b. The bidder shall obtain first hand information on the assignment. It shall be deemed that the bidder has full knowledge of the documents and scope of work to be executed.
- c. The cost of preparing the bid and subsequent negotiations including visits to the client etc. by the bidder shall be borne by the bidder himself.
- d. The successful bidder shall at his own cost and expenses, get the following insurances during the operation and maintenance period of ten (10) years:
 - i. Third party liability insurance as required under applicable laws;
 - ii. Insurance for plant, shed etc.: For the total cost of the plant, shed etc.;
 - iii. Suitable Insurance for the staff; and
 - iv. General Insurance

6.2 Technical Bid shall include the following.

- (l) Brief description of the bidder and details of recent experience in the last three financial years in assignments of similar nature with certified or notarized work orders and completion certificates. Information on each assignment must include:

- a) Description of the assignment carried out by the bidder including name of client, plant capacity, No. of plants installed, place, working status, and year of execution of the assignment in given format.

S.No.	Name of Client(s)	Work Order No. & Date	Plant Capacity	No. of Plants	Cost of Plant(s)	Place of Installation	Working Status Functional/Not Functional	Year of Execution	Enclosure of supporting documents as Annexure No.
1	2	3	4	5	6	7	8	9	10

- (II) Notarized copy of the following documents
- a) Registration certificate of the Firm / Company with the Registrar of Firms / Companies of the State Government / Government of India.
 - b) Memorandum & Articles of Association of the Company/Partnership Deed of the Firm.
 - c) Power of Attorney in favour of "Authorized Signatory" of the Company/ Firm.
 - d) Permanent Account Number
 - e) Commercial Tax Clearance Certificate of the latest preceding financial year.
 - f) Experience Certificates or certificates related to completion of works issued by the private organisation or government organization showing experience in manufacturing, supply and installation of similar type of Water Purification Treatment Plants in last three financial years i.e. from 2008-09 to 2010-11.
 - g) Chartered Accountant's Certificate of minimum turnover of Rs. 5.00 crore per year during the last 3 (three) financial years i.e. 2008 – 09 to 2010 – 11.
 - h) ISO 9001-2000 certificate.
 - i) A "Self Declaration" stating that "the company/firm has the sufficient and highly qualified and experienced technical, chemical and operation experts for installation, operation and maintenance of such plants for the prescribed period of ten (10) years. Also the company/firm will give full details of the availability of sufficient technical, supervisory and other staff and tools and plants (T&P) etc. required to run and maintain these plants efficiently to get the output of standard quality of drinking water conforming to IS: 10500-2004.
 - j) A "Self Declaration" stating that the company/firm has gone through all the RFP conditions and accept them totally, without any pre condition.
 - k) A "Self Declaration" stating that all the information furnished is correct. If any information is found incorrect the bid is liable to be cancelled without any reason.
- (III) **The bid document, certified/notarized copies of undertaking given and attached certificates etc have properly been page numbered and indexed.**
- (IV) **The bid document (RFP & other document) shall be hard bounded. Loose binding, clamp binding or any other such means may rejection of bid.**

6.3 Financial Bid

The financial bid shall be either the lumpsum amount which shall be paid as premium to the EPCO by the bidder or the lumpsum amount which shall be paid as subsidy by the EPCO to the bidder.

The amount of **premium** shall be paid by the successful bidder to the EPCO before commissioning of the plant.

The amount of **subsidy** shall be paid by the EPCO to the successful bidder. Tender document is based on upfront premium or subsidy per plant based on plant capacity. EPCO will provide 50% of the subsidy after 3 months of successful commissioning of plant and remaining 50 % subsidy will be paid equally in next 2 years. In case of premium, the operator shall pay the premium to EPCO at the time of commissioning of the plant.

7. PREPARATION OF TECHNICAL & FINANCIAL BIDS

- 7.1 The technical and financial bids must be prepared in indelible ink and must be signed by the authorized representative of the firm. The letter of authorization must be confirmed by a written power of attorney accompanying the bid. The person or persons signing the bid must initial all the pages of the technical and financial bid.
- 7.2 The bid must contain no interlineation or overwriting except as necessary to correct errors made by the bidders themselves. In such cases corrections must be initialed by the person or persons signing the bid.
- 7.3 The bid shall be in English language only. All other information such as documents and drawings supplied by the bidder shall also be in English language.
- 7.4 The technical bid should not include any information about the financial bid.
- 7.5 The bid shall be properly signed as detailed below:
 - (a) By the proprietor in case of a proprietary firm.
 - (b) By the partner holding the power of attorney in case of a firm in partnership (A certified copy of the power of attorney shall accompany the bid).
 - (c) By a duly authorized person holding the power of attorney in case of a company or a corporation (A certified copy of the power of attorney shall accompany the bid).
- 7.6 The technical bid shall be submitted in the format given in Annexure B and financial bid in the format given in Annexure C.

8. SUBMISSION OF BIDS

- 8.1 The bidders shall submit the bids on or before the date, month, year and time mentioned in the RFP Notice No. RFP/CC/002/2012 dated 15.05.2012. If due to any reason, holiday is declared on the date of receiving the bids, the bids will be received on the next working day.

8.2 The bid documents shall be submitted separately in three sealed envelopes. These sealed envelopes shall be kept in a big envelope. The three sealed envelopes shall contain:

I. FIRST SEALED ENVELOPE – BID DOCUMENT COST AND EARNEST MONEY DEPOSIT

(a) **Bid Document Cost(downloaded from website):** (Non-Refundable) Rs. 15,000/-(Fifteen Thousand) by Demand Draft of any nationalized or scheduled commercial bank payable at its local branch in favour of the Executive Director, EPCO, Bhopal. If purchased from EPCO, copy of the receipt of payment

(b) **Earnest Money Deposit:** Rs. 5,00,000/-(Five Lakh) by Demand Draft or Term Deposit Receipt of any nationalized or scheduled commercial bank payable at its local branch in favour of Executive Director, EPCO Bhopal.

The demand drafts / term deposit receipt should be kept in an envelope marked - **Envelope 'A' – Bid Document Cost and Earnest Money Deposit**

II. Second Sealed Envelope – The technical bid:

(a) Technical Bid in the format given in Annexure B alongwith the documents as mentioned in para 6.2 above

(b) The technical bid should be kept in an envelope marked - **Envelope 'B' –Technical Bid**

III. Third Sealed Envelope – Financial Bid

The Financial Bid in the format given in Annexure C should be kept in an envelope marked - **Envelop 'C' – Financial Bid.**

IV. All the three above mentioned envelopes containing RFP document cost and EMD, Technical Bid and Financial Bid should be kept in a big envelope. This envelope must be clearly marked:

RFP NUMBER AND DATE:

LAST DATE FOR SUBMISSION OF BIDS:

NAME OF WORK: Providing and installation of community water purification treatment plants of different capacities for supply of drinking water as per IS 10500-2004 including operation and maintenance for 10 years (PPP mode)

NAME AND ADDRESS OF BIDDER:

8.3 Technical and financial bid must be delivered on or before the due time and date.

8.4 No telegraphic bid or bid by fax will be accepted.

8.5 Incomplete bid shall be rejected.

8.6 Bid received after due time and date or received late on account of postal/courier delay or otherwise shall be rejected.

8.7 Conditional bids shall be rejected.

9. Opening of Technical Bids

The Executive Director EPCO or his authorized representative shall open the technical bids from 16:00 hours on 04.06.2012 (Date), in the presence of the bidders who choose to attend.

Technical Bids shall be opened in the following sequence:

- i. Envelope A shall be opened first and demand draft of Rs. 15,000/- being the cost of RFP document downloaded from the website or proof of having purchased the document from EPCO shall be checked. If the bidder has not furnished the said demand draft or the said proof his technical bid shall not be opened and returned to the bidder.
- ii. If the cost of RFP document is found in order demand draft or term deposit receipt of Rs. 5.00 Lakh for Earnest Money Deposit (EMD) shall be checked. If the demand draft or term deposit receipt for EMD is not found in order his technical bid shall not be opened and returned to the bidder.
- iii. Envelope B containing technical bid of only such bidders, fulfils the above conditions, shall be opened.

10. EVALUATION OF THE TECHNICAL BIDS AND OPENING OF FINANCIAL BIDS

10.1 EPCO will evaluate the technical bids based on the eligibility criteria given in para 2 above.

10.2 After evaluation of the technical bids a list of bidders, who qualify technically, shall be prepared. Designated date, time and place for opening of financial bids shall be notified to such technically qualified bidders. The financial bid shall be opened in the presence of the bidders who choose to attend.

11. ACCEPTANCE OF FINANCIAL BID

Bid with the highest premium amount or the lowest subsidy amount shall generally be accepted

12. POWERS OF EPCO TO ACCEPT OR REJECT BIDS

12.1 Powers to accept or reject any bid shall rest with the EPCO and no correspondence shall be entertained in this regard.

12.2 EPCO is not bound to accept any bid submitted and reserves the right to reject any or all the bids without assigning any reason.

12.3 EPCO is not bound to accept bid with the highest premium amount or the lowest subsidy amount and also reserves the right to split the order between the bidders without assigning any reason whatsoever.

12.4 No claim shall be entertained towards any expense made by any bidder for submission of the bid in case of cancellation, deferment, rejection or annulment of the bids.

12.5 In case of any discrepancy in the description of the items in this RFP, the decision of the Executive Director, EPCO shall be final, binding and conclusive.

13. REFUND OF EARNEST MONEY DEPOSIT

The earnest money deposit of unsuccessful bidders shall be returned on rejection of their bids. The earnest money deposit of the successful bidder shall be refunded after depositing Performance Security and execution of agreement.

14. PERFORMANCE SECURITY DEPOSIT:

Performance Security of Rs. 2.0 lakhs per plant in the shape of Demand Draft/ Term Deposit Receipt / bank guarantee for five year of any Nationalized or Scheduled Commercial Bank payable at its local branch in favour of the Executive Director EPCO Bhopal shall be deposited by the successful bidder before the execution of agreement, failing which, the EMD of the bidder shall be forfeited and such bidder may not be allowed to participate in any future bidding of EPCO.

Performance Security so deposited by the bidder shall be refunded after five years of the commissioning of all the plant .The sums payable by the operator in lieu of fine, penalty, cost of bad work or for any other reason shall be recovered from the performance security deposit before its refund.

15. AWARD OF CONTRACT

- a) Letter Of Intent (LOI) shall be issued to the successful bidder to furnish Performance Security Deposit and to sign the agreement within 15 (fifteen) days of issue of LOI. In case agreement is not signed by the successful bidder within the specified time the LOI shall be cancelled and EMD shall be forfeited.
- b) The successful bidder shall enter into Agreement in the prescribed format on a Non-Judicial Stamp of Rs.100/-.
- c) The Agreement entered between the successful bidder and the EPCO shall be the basic foundation of the rights of both the parties.
- d) After signing of the Agreement by both the parties, the successful bidder, hereafter, shall be called as "operator". True copy of the agreement will be provided to the operator.
- e) The accepted financial bid shall remain valid for a period of 15 (Fifteen) months from the date of agreement for the purpose of issue of the work orders for the supply and installation of water purification treatment plants and the agreement shall remain valid for a period of ten years after commissioning of the last plant for the purpose of Operation and Maintenance (O&M).
- f) Taxes, Duties & Rates: The premium paid by the bidder shall be net and no payment for any tax or duty shall be made by EPCO.

16. ISSUANCE OF WORK ORDERS – (EXECUTION OF CONTRACT)

- a) EPCO will place the orders to the operator based on the necessity and as per the requirement from time to time within a period of 15 (Fifteen) months from the date of agreement. This period may be extended with the consent of EPCO and the operator.
- b) After receiving the work order(s) the operator shall be required to submit the Schedule of Implementation of the work/ installation of the plant and its Operation & Maintenance.
- c) All the works are to be executed as per standard specifications, approved designs and drawings of the plant and shelter. Only best quality of material and equipments, to be approved by EPCO, shall be used by the operator.
- d) No part of contract shall be sub-let nor transferred without the written permission of EPCO. However, the operator may get the erection/construction of the shed/ shelter through some local contractor but the entire responsibility shall remain with the operator only.

17. OPERATION AND MAINTENANCE GUARANTEE

The operator before the commissioning of each plant shall deposit the amount of operation and maintenance (O&M) guarantee at the following rate:

S. No.	Capacity of Plant	Amount of O&M Guarantee (Per Plant)
I	II	III
1)	500 LPH	Rs. 50,000
2)	1000 LPH	Rs. 75,000
3)	2000 LPH	Rs. 100,000
4)	4000 LPH	Rs. 125,000

The operation and maintenance guarantee shall be deposited by the operator in the shape of Demand Draft/ Term Deposit Receipt of any Nationalized or Scheduled Commercial Bank payable at its local branch in favour of the Executive Director EPCO Bhopal.

The operation and maintenance guarantee shall be refunded on handing over of project assets to Local Body (LB)/Gram Panchayat (GP) after completion of operation and maintenance period of 10 (ten) years. Any sum due for recovery by the EPCO/LB/GP from the operator on account of fine, penalty, cost of services provided by the EPCO/LB/GP or on any other account shall be deducted from the guarantee amount before its refund.

DATA SHEET

**NAME OF THE ASSIGNMENT: PROVIDING AND INSTALLATION OF
COMMUNITY WATER PURIFICATION TREATMENT PLANTS OF DIFFERENT
CAPACITIES FOR DRINKING WATER SUPPLY AS PER
IS 10500 – 2004 INCLUDING OPERATION AND MAINTENANCE
FOR 10 YEARS
(PPP MODE)**

Name and Address of the Client:	Executive Director Environmental Planning and Coordination Organization Paryavaran Parisar, E-5 Sector, Arera Colony Bhopal 462016 Tel. 2466970, 2464507, 2467154, Fax: (0755)-2462136 Email: epcobpl@sacharnet.in , Website: www.epco.in
RFP Document Cost	(Non-Refundable) Rs. 15,000/- by Demand Draft of any nationalized or scheduled commercial bank payable at its local branch in favour of Executive Director, EPCO, Bhopal
Earnest Money Deposit	Rs. 5,00,000/- (Rs. Five Lakh) by Demand Draft or Term Deposit Receipt of any nationalized or scheduled commercial bank payable at its local branch in favour of Executive Director, EPCO, Bhopal
Proposed technology	A brief description of proposed work programme and technology for the execution of the service
Insurance Liability	<ol style="list-style-type: none">i. Third party liability insurance as required under applicable laws;ii. Insurance for plant, shed etc.: For the total cost of the plant, shed etc.;iii. Suitable Insurance for the staff; andiv. General Insurance
Pre-bid Meeting	26.05.2012 (date) from 3:00 PM

Submission of Bids	<p>The envelopes A, B and C must be clearly marked:</p> <p>Envelop 'A': Cost of RFP document and Earnest Money Deposit</p> <p>Envelop 'B': Technical Bid</p> <p>Envelop 'C': Financial Bid</p> <p>All the three envelopes should be sealed and kept in a big envelope and shall be clearly marked:</p> <p>RFP No. and Date:</p> <p>Last Date for Submission of Bids:</p> <p>Name of Work</p> <p>Name and Address of Bidder</p>
Date and time for submission Technical and Financial Bid	04.06.2012 (date) upto 3:00 PM
Date and time for opening of Technical Bid	04.06.2012 (date) from 4:00 PM
Date and time for opening of Financial Bid	Date, time and place shall be intimated separately to the technically qualified bidders.
Bid validity period	120 days from the date of opening of financial bid
Language	Bids and reports must be in English
Contract Period for Awarding Work	15 (Fifteen) months from the date of agreement
Performance Security Deposit	Rs. 2.00 (Two) Lakh per plant in the shape of Demand Draft/ Term Deposit Receipt/ bank guarantee for five year of any Nationalized or Scheduled Commercial Bank payable at its local branch in favour of the Executive Director EPCO Bhopal
Contract Period for Operation & Maintenance	10 years from the date of commissioning of the last water purification treatment plant
Operation and Maintenance Period	10 years from the date of commissioning of the respective water purification treatment plant
Operation and Maintenance Guarantee	Operation and Maintenance Guarantee amount shall be as specified in para 17 of RFP

TERMS OF REFERENCE

**PROVIDING AND INSTALLATION OF COMMUNITY WATER PURIFICATION TREATMENT
PLANTS OF DIFFERENT CAPACITIES FOR DRINKING WATER SUPPLY AS PER IS 10500 – 2004
INCLUDING OPERATION AND MAINTENANCE
FOR 10 YEARS
(PPP MODE)**

1. INTRODUCTION:

EPCO plans to make arrangement for the supply of drinking water through water purification treatment plants of different capacities from 500 to 4000 LPH as per IS 10500/2004 for the community living in villages/ towns. The plants for the purpose are proposed to be set up on Public Private Partnership (PPP) mode.

2. AIMS:

- i. To provide safe, purified and water in cans for the rural and urban slum population.
- ii. To create a platform for holistic, sustainable safe and clean water supply at various places in the State.

3. OBLIGATIONS OF THE CLIENT

- 3.1 Raw water for treatment shall be made available by the by Local Body (LB)/Gram Panchayat (GP), as the case may be, up to the Raw Water Storage Tank of the proposed water purification treatment plant site. The successful bidder shall make his own arrangements including pipe accessories/specials, if any required, for connecting the raw water supply line to the inlet of the plant. The local body shall not charge more than Rs.2 /KL for such raw water
- 3.2 Suitable land required for the installation of water purification treatment plant and erection of shed/shelter of suitable size will be made available by the LB/GP/Collector without any charge.
- 3.3 Expenses for making power supply available till the shed site shall be borne by the LB/GP/Collector.
- 3.4 If Gram Panchayat is unable to provide raw water Rs. 2 per 1000 liter then the tube well and submersible pump with 3 phase electricity connection near tube well will be provided to selected bidder by EPCO for raw water supply. The operator will pay electricity consumption charges and operation and maintenance charges for above. After completion of contract term, the vender will hand-over the tube well and submersible pump in working condition.

4. SCOPE OF WORK:

- i. Construction of Raw Water Storage Tank for the proposed water treatment plant including all the arrangements for connecting raw water supply line to the inlet of the plant.
- ii. Installation of water purification treatment plant of following capacities as per the requirements of IS 10500-2004:
 - a. 500 Liter/Per Hour
 - b. 1000 Liter/Per Hour
 - c. 2000 Liter/Per Hour
 - d. 4000 Liter/Per Hour
- iii. The plant shall be operated and maintained regularly to ensure regular supply of drinking water to the households daily as per their requirement.
- iv. Operation and maintenance period of water purification treatment plants shall be 10 years after commissioning of the respective plant.
- v. Construction of shed and water storage tanks as per approved plan and specifications and as per the provisions laid down in IS 10500–2004.
- vi. Electricity consumption charges shall be borne by the operator during the period of contract.
- vii. The operator shall carry out various tests of water as per relevant IS Specifications from time to time and shall maintain the water quality tests records properly and regularly and shall allow its verification by the officers of EPCO or their authorized representatives or any other authorized department of the Government at any time.
- viii. The operator shall supply the drinking water, in the standard sealed cans, to all the willing households within his jurisdiction during the timings and for the duration which are convenient to the population of the town/ village/habitation at the following rates:

Period	Rate
1 st and 2 nd Year	Re. 0.20 per liter
3 rd , 4 th , 5 th year	Re. 0.30 per liter
6 th , 7 th , 8 th year	Re. 0.40 per liter
9 th and 10 th year	Rs. 0.50 per liter

- ix. Timings and duration for water supply shall be fixed in consultation with the LB/GP and shall be displayed on the prominent places.
- x. The quality of treated water supplied in cans to the households conforming to IS: 10500-2004 with up to date amendments shall be guaranteed by the successful bidder.

- xi. Supply of drinking water in the standard sealed cans to village/ urban slum population shall be @20 Litres per family per day or as per their needs.
- xii. The operator shall maintain a "Complaint Book" at such place as may be decided by the authorized representative of Local Body (LB)/Gram Panchayat (GP) and the same shall be open for lodging complaints by any member of community. Such Complaint Book will also be allowed to be verified by the officers or authorized representatives of EPCO.
- xiii. The regular operation, maintenance, repairs, replacements, men and material, any other requirement, salaries, wages, etc., shall be the responsibility of the successful bidder only and shall be arranged and paid for by him. No claim in this regard shall be entertained by the EPCO/LB /GP.
- xiv. The operator shall maintain a good and healthy relationship with the residents/people of the town/village/habitation and co-operate with them to timely and promptly resolve issues or the shortfalls, if any.
- xv. The operator shall maintain the plant and premises clean at all the times, without giving any chance or scope for any contamination.
- xvi. The operator shall allow the officers of EPCO or their authorized representatives for verifying the efficiency and conditions of the plant at any time. They will also check the proper functioning of the plant and effectiveness of water treatment process for the raw water and also the efficiency of supplying treated water to all the willing households in the jurisdiction at the specified rates. Any instruction(s) issued by them shall be attended immediately and compliance shall be reported promptly.
- xvii. The bidder shall built the shed according to such design, drawing & specification as may be approved by EPCO.
- xviii. **Taxation** – The operator shall pay all taxes as may statutorily mandated. He shall be allowed to pass on the burden to the consumer and the water rates shall accordingly stand modified.

5. TECHNICAL SPECIFICATIONS OF WATER PURIFICATION PLANT

- i. The water purification plant shall be designed based on the following raw water properties:
 - a. Total Dissolved Solids (TDS) : Up to 5000 ppm.
 - b. Total Hardness : Up to 1000 ppm as CaCO₃
 - ii. Fluorides : Up to 15 ppm
- Reverse Osmosis Plant Components:
- a. Raw Water Storage Tank
 - b. Raw Water Pump

- c. Dual Media Filter With Filter Mesh
 - d. Activated Carbon Filter
 - e. Cartridge Filter
 - f. High Pressure Pump
 - g. Reverse Osmosis Block
 - h. U.V. Sterilizer
 - i. Product Water Storage Tank (Food Grade)
- iii. The TDS of water shall be reduced to a major extent in the RO section. The treated water quality expected out of RO section shall be as follows and the quality of treated water should meet BIS standards for drinking water in all aspects.
- a. TDS <50 ppm
 - b. Hardness <5 ppm
 - c. Fluoride, iron and heavy metals <0.9 ppm

6. WATER TESTING –

Surprise checking of water quality of treated water will be carried out by EPCO for cross checking. In case water quality is not confirming the IS : 10500-2004 standard the penalty will be imposed on the vender as per below :

First time	-	Rs.1000/-
Second time	-	Rs.1500/-
Third time and onward	-	Rs.2500 /-

7. DRINKING WATER STANDARDS

As per IS 10500– 2004 physical and chemical quality of drinking water should not exceed the limits as shown in the table below:

S. No.	Characteristics	Acceptable	Cause for rejection	Undesirable effect out side the desirable limit
1.	Turbidity (units on JTU scale)	5.0	10	
2.	Color (units on platinum cobalt scale)	5.0	25	Above, consumer acceptance decreases
3.	Taste and odour	Unobjectionable	objections	
4.	pH	6.5 to 8.5	<6.5 or >8.5	beyond this range water will effect the mucus membrane and /or water supply systems
5.	Total dissolved solids (mg/l)	500	2000	beyond this, palatability decreases and may cause gastro intestinal irritation
6.	Total hardness (mg/l (as CaCO ₃))	300	600	encrustation in water supply structure and adverse effect on domestic use
7.	Chlorides (as Cl) (mg/l)	250	1000	Beyond this limit taste, corrosion and palatability are effected.
8.	Sulphates (as SO ₄)	200	400	beyond this, causes gastro intestinal irritation when Mg or Na are present
9.	Fluorides (as F) (mg/l)	1.0	1.5	Fluoride may be kept as low as possible. high fluoride may cause fluorosis
10.	Nitrates (as NO ₃)	45	45	Beyond this mathaemoglobinemia takes place.

11.	Calcium (as Ca) (mg/l)	75	200	encrustation in water supply structure and adverse effect on domestic use
12.	Magnesium (as mg) (mg/l)	30	150	
13.	Iron (as Fe) (mg/l)	0.3	1.0	Beyond this limit taste/appearance are effected, has adverse effect on domestic uses, and promotes iron bacteria
14.	Manganese (as Mn) (mg/l)	0.1	0.3	Beyond this, taste/appearance are effected has adverse effect on domestic uses and water supply structures
15.	Copper (as Cu) (mg/l)	0.05	1.5	Astringent taste, discolouration and corrosion or pipes, fittings and utensils will be caused beyond this.
16.	Zinc (as Zn) (mg/l)	5.0	15.0	
17.	Phenolic compounds (as phenol) (mg/l)	0.001	0.002	Beyond this it may cause objectionable taste and odour
18.	Anionic detergents (mg/l) (as MBAS)	0.2	1.0	
19.	Mineral oil (mg/l)	0.01	0.03	

8. BACTERIOLOGICAL STANDARDS

The guide line values as per IS 10500 – 2004 for bacteriological quality are given in the table below:

Organisms	Guidelines
All water intended for drinking E.coli or thermotolerant coliform	Must not be detectable in any 100-ml sample
Bacteria ^{b c}	
Treated water entering the distribution system E.coli or thermotolerant coliform Bacteria ^b Total coliform bacteria ^d	Must not be detectable in any 100-ml sample Must not be detectable in any 100-ml sample
Treated water in the distribution system E.coli or thermotolerant coliform Bacteria Total coliform bacteria ^d	Must not be detectable in any 100-ml sample Must not be detectable in any 100-ml sample. In the case of large supplies, where sufficient samples are examined, must not be present in 95% of samples taken throughout any 12-month period.

9. GENERAL

Wherever the TOR is silent on any point, the relevant I.S. Specifications, Government Orders, rules and practices shall be followed and the decision of the Executive Director EPCO in this regard shall be final and binding.

10. DISPOSAL OF WASTE

The successful bidder shall have to make arrangements for the disposal of waste as per the norms laid down by MP Pollution Control Board

11. PENAL ACTION AGAINST THE OPERATOR

11.1 If the quality of drinking water supplied from a plant in standard sealed cans to the households does not conform to IS 10500-2004 epco will initiate action for termination of contract with respect to that plant in addition to forfeiture security deposits and initiating of the criminal action or any other action that may be considered appropriate.

11.2 If water is not supplied for at least four hours in a day it would be assumed that the supply on that particular day had failed. Not more than one such breakdown /failure shall be permitted in any given month. If the failure exceeds this limit, penalty will be imposed as detailed below

- a) For 500 LPH Capacity Plants: Rs.1,000/- per day per plant
- b) For 1000 LPH Capacity Plants: Rs.2,000/- per day per plant
- c) For 2000 LPH Capacity Plants: Rs.3,000/- per day per plant
- d) For 4000 LPH Capacity Plants: Rs.4,000/- per day per plant

However if the reasons of the failure of drinking water supply is attributable to the LB/GP due to non-availability of raw water and/or electricity supply no such penalty shall be imposed.

12. HANDING OVER OF PROJECT ASSETS:

The handing over process of Project Assets shall be initiated at least one month prior to the expiry of the Operation and Maintenance period. The operator shall prepare a list of all the assets to be handed over to the Local Body (LB)/Gram Panchayat (GP) and shall also provide a Maintenance Manual along with a check list of proper Operation and Maintenance of the plant by the LB/GP after it is handed over by the operator after expiry of the ten years Operation and Maintenance period. Joint inspection shall be carried out, and if any deficiencies are found the operator shall make good all such deficiencies of the plant, and the plant shall be handed over to the LB/GP by the operator without any cost and liability for future maintenance. The operator shall also obtain a "No Dues Certificate" from the concerned LB/GP which shall be submitted to EPCO by the operator.

TECHNICAL BID

FOR

**PROVIDING AND INSTALLATION OF COMMUNITY WATER PURIFICATION TREATMENT
PLANTS OF DIFFERENT CAPACITIES FOR DRINKING WATER SUPPLY AS PER IS 10500 – 2004
INCLUDING OPERATION AND MAINTENANCE**

**FOR 10 YEARS
(PPP MODE)**

S.N.	Information and documents required	Information and documents to be supplied by the Bidder	
1.	Name of Entity and its organizational structure including service tax registration number etc.	<i>(Details to be furnished in the enclosed format)</i>	
2.	<i>Minimum turnover of Rs. 5.00 crore or more per year during the last three financial years in manufacturing and supply of water purification treatment plants and for providing appropriate technologies in water purification as per IS 10500–2004.</i>	Financial Year	Turnover
		2008 -09	
		2009 – 10	
		2010 – 11	
		<i>(Attach balance sheets duly certified by the Chartered Accountant)</i>	
3.	Experience in assignments of similar nature i.e. Installation, Operation & Maintenance of minimum 250 (Two Hundred Fifty) Water Purification Treatment Plants of various capacities during the last three financial years. The capacity of these plants shall not be less than 500LPH.	<ul style="list-style-type: none"> a) Description of the assignments carried out including name of Client and year of execution of the assignments. b) The bidder submitted work order/ Photocopy of the completion certificates or proof in support of the completion of similar nature of work with capacity of plant, no. of plant installed and cost of plant. c) Area of involvement d) Duration (in man-months) and contract amount e) Details of manpower and infrastructure resources. f) List of water purification treatment plants installed and in operation out of plants so installed. g) Experience Certificates issued by the Private Organization / Government Organization showing experience in manufacturing, supply and installation of similar type of Water Purification Treatment Plants in last three financial years i.e. from 2008-09 to 2010-11. 	
4.	Proposed Work Program and Methodology for the Execution of the Services		

5.	Ability of the organization to handle the project	
6.	Notarized copies of the documents	a) Registration certificate of the Firm/Company with the Registrar of Firms/Companies of the State Government/Government of India. b) Memorandum & Articles of Association of the Company/Partnership Deed of the Firm. c) Power of Attorney for "Authorized Signatory" of the Company/Firm. d) Permanent Account Number e) Commercial Tax Clearance Certificate of the latest preceding financial year. f) ISO 9001-2000 certificate.

Note:

1. *RFP documents, certified copies of undertakings given and certificates attached etc shall be properly page numbered and indexed. All the documents enclosed with the Technical Bid should be self attested by the authorized signatory. Technical Bid submitted otherwise will not be considered.*
2. *Technical Bid shall be prepared in accordance with the instructions contained in Para 7 of RFP and shall be submitted alongwith the documents as laid down in Para 6.2 of RFP.*
3. *Bidder will have to submit an affidavit duly notarized that the information, certified copies of the documents supplied with the Bid and undertakings given / certificates attached are true and correct to the best of his/their knowledge and belief. If any information is subsequently, even after award of contract, is found to be incorrect, the Executive Director EPCO may forfeit his Earnest Money Deposit/Performance Security Deposit and debar him from submitting bid in future.*
4. *Bidder shall furnish "self declaration" as required under para 6.2 (I), (J) and (K) of RFP document as part of the bid, on his official letter head duly signed with proper seal by the authorized signatory.*

Signature:

Name:

Designation:

ORGANIZATIONAL STRUCTURE

(To be enclosed with technical bid)

1. Details of Organization
 - (a) Name of the Entity/Firm/Company:
 - (b) Office Address in India/ M.P.:
 - (c) Telephone Number/Mobile Number/ Fax Number
 - (d) E-mail Address:
 - (e) Date of incorporation, registration and commencement of business:
 - (f) Service Tax Registration Number and Date:
2. Brief description of the Entity/firm/Company/Society including details of its main business:
3. Particulars of the authorized signatory of the bid:
 - a. Name:
 - b. Designation:
 - c. Address:
 - d. Telephone Number
 - e. Mobile Number:
 - f. Fax Number:
 - g. E-mail address:
4. In case of Joint Venture Partnership:
 - a. The information above (1-3) should be provided for all the Members of the Joint Venture Partnership.
 - b. A copy of the Registration of the Joint Venture Partnership/Joint Bidding Agreement shall be attached to the RFP Document including the documents related to the Authorized Signatory, etc.

FINANCIAL BID

**PROVIDING AND INSTALLATION OF COMMUNITY WATER PURIFICATION TREATMENT
PLANTS OF DIFFERENT CAPACITIES FOR DRINKING WATER SUPPLY AS PER IS 10500 – 2004
INCLUDING OPERATION AND MAINTENANCE
FOR 10 YEARS
(PPP MODE)**

We quote the amount of premium payable to EPCO or the subsidy to be paid by EPCO to us for supply, installation of water purification treatment plant, operation and maintenance for 10 years of different capacities as per ISO 10500 – 2004 as per table mentioned here under:

S. No.	Plant Capacity	Premium Per Plant	Subsidy per Plant
I	II	III	IV
1.	500 LPH		
2.	1000 LPH		
3.	2000 LPH		
4.	4000 LPH		

Note: (Please fill in either column III or column IV of the above table for any plant. If premium is being offered for a plant put X in the column IV and if subsidy is demanded put X in the column III)

Signature of authorized signatory

Address

Mobile

Email

Seal of the firm

AGREEMENT

PROVIDING AND INSTALLATION OF COMMUNITY WATER PURIFICATION TREATMENT PLANTS OF DIFFERENT CAPACITIES FOR DRINKING WATER SUPPLY AS PER IS 10500 – 2004 INCLUDING OPERATION AND MAINTENANCE

FOR 10 YEARS

(PPP MODE)

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the day of, 2011, between, on the one hand Executive Director **Environmental Planning & Coordination Organization**, Paryavaran Parisar, E- 5, Arera Colony, Bhopal (hereinafter called the “**the Client**” which expression shall include its respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand **M/s** _____ (hereinafter called the “**Operator**” which expression shall include their respective successors and permitted assigns unless the context otherwise requires).

WHEREAS

- (A) The Client vide its Request for Proposal (RFP) dated _____ invited bids for "**Providing and installation of community water purification treatment plants of different capacities for drinking water supply as per IS 10500/2004 including operation and maintenance for 10 years**".
- (B) The Operator submitted his bid for the aforesaid project, whereby the Operator represented to the Client that it had the required professional skills, and in the said proposal the Operator also agreed to provide the Services to the Client on the terms and conditions as set forth in the RFP, Terms of Reference and this Agreement;
- (C) The Client, on acceptance of the aforesaid bid of the Operator, awarded the Services to the Operator vide its acceptance letter No. _____ dated _____; and
- (D) The operator has deposited the requisite performance security deposit.
- (E) In pursuance of the acceptance letter, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1.1 Definitions and Interpretation

1.1.1 The words and expressions defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) “Agreement” means this Agreement, together with all the Annexures;

- (c) “Confidential Information” shall have the meaning as set forth in Clause 3.3 of this Agreement;
- (d) “Conflict of Interest” shall have the meaning as set forth in Clause 3.2 of this Agreement;
- (e) “Dispute” shall have the meaning as set forth in Clause 10.2 of this Agreement;
- (f) “Effective Date” means the date on which the work order is issued after execution of this Agreement;
- (g) “Government” means the Government of Madhya Pradesh;
- (h) “INR or Re.” means Indian Rupee;
- (i) “Personnel” means persons hired by the Operator as employees and assigned the performance of the Services or any part thereof;
- (j) “Party” means the Client or the Operator, as the case may be, and Parties means both of them;
- (k) “Project assets” means the shed and the plant installed along with accessories necessary for providing the services
- (l) “services” means the services to be performed by the Operator pursuant to this Agreement as described in the Terms of Reference;
- (m) “RFP” means the Request for Proposal for **"Providing and installation of community water purification treatment plants of different capacities for drinking water supply as per IS 10500–2004 norms including operation and maintenance for 10 years"**, including Data Sheet, Terms of Reference etc.;
- (n) “Third Party” means any person or entity other than the Client and the Operator.
- (o) "Work" means all the civil works to be executed for the installation of water purification treatment plant and arrangements for the supply of drinking water.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning as assigned to them in the RFP.

1.1.2 The following documents along with all addendum issued thereto shall be deemed to form and be read and construed as integral part of this Agreement:

- (a) Request for Proposal;
- (b) Data Sheet;
- (c) Terms of Reference;
- (d) Technical Bid;
- (e) Financial Bid;
- (f) Letter of Acceptance; and
- (g) Agreement.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Operator. The Operator shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Client and the Operator shall be as set forth in this agreement; in particular:

- (a) The Operator shall carry out the Services in accordance with the provisions of this Agreement; and
- (b) The Operator shall make payment of premium to the Client in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Bhopal shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English or Hindi language.

1.6 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Operator, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the Operator's Representative set out below in Clause 1.8.3 or to such other person as the Operator may from time to time designate by notice to the Client; provided that notices or other communications to be given to an address outside Bhopal may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile to the member as the Operator may from time to time designate by notice to the Client;
- (b) in the case of the Client, be given by facsimile and by letter delivered by hand and be addressed to the Client with a copy delivered to the Client's Representative set out below in clause 1.8.2 or to such other person as the

Client may from time to time designate by notice to the Operator; provided that, if the Operator does not have an office in Bhopal, it may send such notice by facsimile and by registered acknowledgement due, air mail or by courier; and

- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

1.7 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto.

1.8 Authorized representatives

1.8.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Client or the Operator may be taken or executed by the officials specified in this Clause.

1.8.2 The Client may, from time to time, designate one of its officials as the Client's Representative who will be nominated by the Executive Director EPCO, Bhopal.

1.8.3 The Operator may designate its Authorized Representative unless otherwise notified:

1.9 Taxes and duties

Unless otherwise specified in the Agreement, the Operator shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date on which this agreement executed.

2.2 Commencement of work

The Operator shall commence the work within 7 days from the date of work order unless otherwise agreed to by the Parties.

2.3 Termination of Agreement for failure to commence work

If the Operator does not commence the work within the period specified in Clause 2.2 above, the Client may, by not less than 2 (two) weeks' notice to the Operator, declare this Agreement to be null and void, and in the event of such a declaration, the Performance Security of the Operator shall stand forfeited.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clause 2.9 hereof, this Agreement shall expire on satisfactory completion of operation and maintenance period of 10 years from the date of commissioning of last water purification treatment plant.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexures together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered by the respective Parties. All prior written or oral understandings, offers or other communications of any kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Operator arising out of the provisions of the RFP shall continue to subsist and shall be deemed as part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposal for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes the Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include any event (i) which is caused by the negligence or intentional action of a Party or its agents or employees and (ii) any event which a diligent party could reasonably have been expected to foresee (taken into account at the time of the conclusion of this Agreement and avoid or overcome in the carrying out of its obligations hereunder).

- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with minimum delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

2.7.4.1 Any period, within which a Party shall pursuant to this Agreement complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Consultation

Not later than thirty (30) days after the Operator has, as a result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

2.8.1 The Client shall have the liberty to postpone, in full or part, any work and the Operator shall not be entitled to any compensation or damages for such postponement but shall cooperate with the Client by re-arranging its deployment schedule accordingly. In such condition(s), the Client will inform the Operator at least 3 weeks in advance both at the time of postponement and at the time of re-start of services.

2.9 Termination of Agreement

2.9.1 By the Client

The Client may, by not less than thirty (30) days written notice of termination to the Operator, (such notice to be given after the occurrence of any of the events specified in this Clause), terminate this Agreement if:

- a) the quality of drinking water supplied in standard sealed cans to the households does not conform to IS 10500-2004 EPCO; or
- b) the Operator fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in the notice within thirty (30) days of receipt of such notice or within such further period as the Client may have subsequently granted in writing; or
- c) the Operator becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary; or
- d) the Operator fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 10 hereof; or
- e) the Operator submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Operator knows to be false; or
- f) any document, information, data or statement submitted by the Operator in his bid, based on which the Operator was considered eligible or successful, is found to be false, incorrect or misleading; or
- g) as a result of Force Majeure, the Operator is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- h) the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement; or
- i) if the Operator is found by the Client to have directly or indirectly or through an agent engaged or indulged in any Prohibited Practices during the Selection Process or before or after the execution of this Agreement as mentioned in clause 3.2.5.

2.9.2 By the Operator

The Operator may, by not less than thirty (30) days written notice to the Client, (such notice to be given after the occurrence of any of the events specified in this Clause), terminate this Agreement if:

- (a) the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the Operator may have subsequently granted in writing) following the receipt by the Client of the Operator's notice specifying such breach; or
- (b) as a result of Force Majeure, the Client is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (c) the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 10 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligations of confidentiality set forth in Clause 3.3 hereof, (iii) the Operator's obligation to permit inspection, copying and auditing of its accounts and records set forth in Clause 3.6 hereof, and any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Operator shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep the expenditure for this purpose to a minimum.

2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 10 hereof.

2.9.6 Agreement shall be deemed to have been signed for each plant

The operator is expected to install more than one plant and provide services thereof. The terms and conditions of this agreement shall be applicable to each of such plant. The parties to this agreement may either terminate this agreement in full or in part i.e. with respect to the services of a particular plant. Where the event of default has occurred with respect to a particular plant, the termination of agreement or any other action taken by either party shall only affect the operation of the specific plant and not all the plants installed under this agreement. Therefore this agreement shall be deemed to have been signed for the plants installed severally and jointly.

3. OBLIGATIONS OF THE OPERATOR

3.1 General

3.1.1 Standards of Performance

The Operator shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Operator shall always act, in respect of any matter relating to this Agreement or to the Services.

3.1.2 Terms of Reference

The scope of Services to be performed by the Operator is specified in the Terms of Reference (the “**TOR**”) of this Agreement. The Operator shall provide the deliverables specified therein in conformity with the prescribed time schedule.

3.1.3 Applicable Laws

The Operator shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that his personnel and agents comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Operator shall not have a Conflict of Interest with the Client and any breach hereof shall constitute a breach of this Agreement.

3.2.2 The Operator agrees that, during the term of this Agreement and after its termination, he shall be disqualified from providing goods, works, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest.

3.2.3 Prohibition of conflicting activities

Neither the Operator nor its Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement;
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 The Operator and its Personnel shall observe the highest standards of ethics and have not engaged in and shall not hereafter engage in any corrupt, fraudulent, coercive, undesirable or restrictive practice (collectively the “**Prohibited Practices**”).

Notwithstanding anything to the contrary contained in this Agreement, the Client shall be entitled to terminate this Agreement forthwith by a communication in writing to the Operator, without being liable in any manner whatsoever to the Operator, if it determines that the Operator has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into this Agreement. In such an event, the Client shall forfeit and appropriate the performance security, if any, towards genuine pre-estimated compensation and damages payable to the Client towards, inter alia, time, cost and effort of the Client, without prejudice to the Client's any other rights or remedy hereunder or in law.

3.2.5 Without prejudice to the rights of the Client under Clause 3.2.4 above and the other rights and remedies which the Client may have under this Agreement, if the Operator is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices during the Selection Process or before or after the execution of this Agreement, the Operator shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Operator is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.6 For the purposes of Clauses 3.2.4 and 3.2.5, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means (i) offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with Selection Process or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner, whatsoever, whether during the Selection Process or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Client in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Client under this Agreement;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Operators with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Operator and its Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Client to the Operator and its Personnel; any information provided by or relating to the Client, its technology, technical processes, business affairs or finances or any information relating to the Client’s employees or other professionals or suppliers, customers, or contractors of the Client; and any other information which the Operator is under an obligation to keep confidential in relation to the Project, the Services or this Agreement, without the prior written consent of the Client.

Notwithstanding the aforesaid, the Operator and its Personnel may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Operator and its Personnel becomes a part of the public knowledge from a source other than the Operator and its Personnel;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure, the Operator and its Personnel shall give the Client prompt written notice and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Operator or its Personnel, as is reasonable under the circumstances;

provided, however, that the Operator or its Personnel, as the case may be, shall require their professional advisors, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Operator

3.4.1 The Operator's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 Operator's liability towards the Client

The Operator shall, subject to the limitation specified in Clause 3.4.3, be liable to the Client for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Operator or on the part of any person or firm acting on behalf of the Operator in carrying out the Services, the Operator, with respect to damage caused to the Client's property, shall be liable to the Client:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds the proceeds the Operator may be entitled to receive from any insurance maintained by the Operator to cover such a liability.

This limitation of liability shall not affect the Operator's liability, if any, for damage to Third Parties caused by the Operator or any person or firm acting on behalf of the Operator in carrying out the Services.

3.4.4 Operator or his personnel, if found to be involved in the gross negligence or wilful misconduct which cause damage to the interests of the Client, shall be liable to the damages. The Operator or his personnel may also be subjected to the penal action under the relevant applicable laws.

3.5 Insurance to be taken out by the Operator

3.5.1 (a) The Operator shall take out and maintain, at its own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverages as are specified in the Agreement and in accordance with good industry practice.

(b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Operator shall furnish to the Client, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

- (c) If the Operator fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Operator, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Operator, and the Operator shall be liable to pay such amounts on demand by the Client.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Client as the beneficiary of the Operator and the Operator shall procure an undertaking from the insurance company to this effect; provided that in the event the Operator has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Client as the sole beneficiary of the Operator or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- a. Third Party liability insurance as required under Applicable Laws.
- b. Insurance for the total cost of plant and shed
- c. Suitable Insurance for the staff; and
- d. General Insurance

3.6 Accounting, inspection and auditing

The Operator shall:

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Operator's costs and charges); and
- (b) Permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.7 Operator's actions requiring the Client's prior approval

The Operator shall obtain the Client's prior approval in writing before appointing such members of the Key Personnel and any other action that may be specified in this Agreement.

3.8 Reporting obligations

The Operator shall submit to the Client the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods as set forth therein.

3.9 Project Assets to be property of the Client

At the end of the successful completion of the agreement or in case of termination of agreement by the client all the project assets shall be the property of the client and shall be handed over by the operator to the client. Where the agreement is terminated by the operator, the project assets shall be the joint property of the client and the operator and either party shall be entitled to such share in the assets as may be determined in arbitration under clause10.

3.10 Providing access to Water Purification Treatment Plant and Personnel

The Operator shall ensure that the officials of the Client and official of the concerning LB/GP are provided unrestricted access to the Water Purification Treatment Plant during office hours. Any such official shall have the right to inspect the Services in progress, interact with Personnel of the Operator and verify the records for his satisfaction.

4. OPERATOR'S PERSONNEL AND DEPLOYMENT THEREOF

4.1 General

The Operator shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services under the RFP. During the assignment period deployment of Personnel shall be as per the requirement of the Services.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Client shall make best efforts to:

- (a) provide the Operator, and its Personnel with work permits and such other documents as may be necessary to enable the Operator and its Personnel to perform the Services;
- (b) issue to officials and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Payment

In consideration of the Services performed by the Operator under this Agreement, the Operator shall make to the Client such payment of premium in such manner as is provided in Clause 6 of this Agreement and financial bid of RFP Document.

6. PAYMENT TO THE OPERATOR

6.1 Currency of payment

All payments shall be made in Indian Rupee.

6.2 Payment of Premium Client

The amount of premium shall be paid by the Operator to the client before commissioning of the plant through demand draft of any nationalized or schedule commercial bank payable at its local branch in favour of the Executive Director EPCO Bhopal. In case the operator fails to make payment of the premium amount within the specified period his performance security shall be forfeited.

OR

Payment of subsidy to operator

Payment of subsidy at the agreement rate shall be made by EPCO to the operator after three months of successful operation of the plant through cheque.

7. Deliverables

i. The operator shall supply the drinking water of IS 10500 – 2004 specification, in the standard sealed cans, to all the willing households within his jurisdiction during the timings and for the duration which are convenient to the population of the town/ village/habitation at the following rates:

Period	Rate
1 st and 2 nd Year	Re. 0.20 per liter
3 rd , 4 th , 5 th year	Re. 0.30 per liter
6 th , 7 th , 8 th year	Re. 0.40 per liter
9 th and 10 th year	Rs. 0.50 per liter

ii. Timings and duration for water supply shall be fixed in consultation with the LB/GP

iii. The quality of treated water supplied in cans to the households conforming to IS: 10500-2004 with up to date amendments shall be guaranteed by the operator.

iv. Supply of drinking water in the standard sealed cans to village/ urban slum population shall be @20 Litres per family per day as per their actual demand.

8. PERFORMANCE SECURITY, LIQUIDATED DAMAGES AND PENALTIES

8.1 Performance Security

8.1.1 The Operator will furnish within a period of 15 days from the date of issue of letter of intent but before the execution of agreement demand draft /term deposit receipt of any nationalized for schedule commercial bank payable at its local branch in favour of the Executive Director EPCO Bhopal for an amount of Rs. 20.00 Lakh as performance security. If the operator fails to furnish the performance security his

earnest money deposit shall be forfeited and he shall not be allowed to participate in any future bidding of EPCO.

- 8.1.2** Performance Security so deposited by the operator shall be refunded after three month of the commissioning of all the plants ordered during the period of 15 (Fifteen) months from the date of agreement.

8.2 Operation and Maintenance Guarantee

The operator before the commissioning of each plant shall deposit amount of operation and maintenance (O&M) guarantee as mentioned in Terms of Reference:

The operation and maintenance guarantee shall be deposited by the operator in the shape of Demand Draft/ Term Deposit Receipt of any Nationalized or Scheduled Commercial Bank payable at its local branch in favour of the Executive Director EPCO Bhopal.

Any amount, that may be payable by the operator to EPCO/LB/GP during the currency of the agreement, shall be paid within 15 days of the demand made by the respective body in this regard. The operator shall have to make good the amount so deducted within fifteen days of such deduction.

The operation and maintenance guarantee shall be refunded on handing over of project assets to EPCO/LB/GP after completion of operation and maintenance period of 10 (ten) years. Any sum due for recovery by the EPCO/LB/GP from the operator on account of fine, penalty, cost of services provided by the them or on any other account under the agreement or applicable law may be recovered from this O&M guarantee. After the successful completion of the services and agreement the operation and maintenance guarantee amount shall be refunded to the operator after making any recoveries that may be due at that time.

8.3 Liquidated Damages

- 8.3.1** If the quality of packaged drinking water supplied in standard sealed cans to the households does not conform to IS 10500-2004 EPCO will initiate action for termination of contract against the operator in addition to forfeiture all the deposits and initiating of the criminal action etc.

- 8.3.2** If water is not supplied for at least four hours in a day it would be assumed that the supply on that particular day had failed. Not more than one such breakdown /failure shall be permitted in any given month. If the failure exceeds this limit, penalty will be imposed as detailed below

- a) For 500 LPH Capacity Plants: Rs.1,000/- per day per plant
- b) For 1000 LPH Capacity Plants: Rs.2,000/- per day per plant
- c) For 2000 LPH Capacity Plants: Rs.3,000/- per day per plant
- d) For 4000 LPH Capacity Plants: Rs.4,000/- per day per plant

However if the reasons of the failure of water supply is attributable to the LB/GP due to non-availability of raw water and/or electricity supply no such penalty shall be

imposed. The operator shall display outside the plant at a prominent place the timings during which the water shall be supplied. Such period shall not be less than four hours a day.

8.4 Appropriation of Performance Security and Operation and Maintenance Guarantee

The Client shall have the right to invoke and appropriate the proceeds of the Performance Security and Operation and Maintenance Guarantee in whole or in part. However, the operator shall be provided an opportunity of hearing before any amount is deducted from either the performance security or O&M guarantee for recovery of liquidated damages specified in this Clause 8.3 of this Agreement or for any other reason.

8.5 Handing Over of Project Assets

The handing over process of Project Assets shall be initiated at least one month prior to the expiry of the Operation and Maintenance period. The operator shall prepare a list of all the assets to be handed over to LB/GP and shall also provide a Maintenance Manual along with a check list of proper Operation and Maintenance of the plant by the LB/GP after it is handed over by the operator after expiry of the ten years Operation and Maintenance period. Joint inspection shall be carried out, and if any deficiencies are found the operator shall make good all such deficiencies of the plant, and the plant shall be handed over to LB/GP by the operator without any cost and liability for future maintenance. The operator shall also obtain "No Dues Certificate" from the concerned LB/GP which shall be submitted by the operator to EPCO.

9. FAIRNESS AND GOOD FAITH

9.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

9.2 Operation of the Agreement

The Parties recognize that it is not possible to provide for every contingency in this Agreement which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall be subject to arbitration in accordance with Clause 10 hereof.

10. SETTLEMENT OF DISPUTES

10.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

10.2 Dispute resolution

10.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party the “**Dispute**” shall, in the first instance, be attempted to be resolved amicably.

10.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

10.3 Arbitration

10.3.1 Any dispute, which is not resolved amicably by conciliation, shall be referred to the DIRECTOR GENERAL EPCO and who shall give his decision within 30 days. Any party, which is not satisfied with the decision of the DIRECTOR GENERAL EPCO, shall refer the matter to a board of arbitrators appointed in accordance with clause 10.3.2 of this Agreement for final decision. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi, or such other Rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act,1996. The venue of such arbitration shall be at Bhopal and the language of arbitration proceedings shall be English.

10.3.2 There shall be a board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

10.3.3 The arbitrators shall make a reasoned award. Any Award made in any arbitration held pursuant to this Clause 10 shall be final and binding on the Parties from the date it is made, and the Operator and the Client agree and undertake to carry out such Award without delay.

10.3.4 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED		SIGNED, SEALED AND DELIVERED	
For and on behalf of M/s		For and on behalf of Environmental Planning & Coordination Organization Bhopal	
	(Signature)		(Signature)
	(Name)		(Name)
	(Designation)		(Designation)
	(Address)		(Address)
	(Fax No.)		(Fax No.)
In the presence of: (Witness)			
1.		2.	