



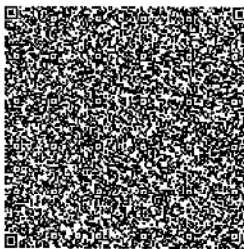
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL91090729528206L
Certificate Issued Date	: 15-Mar-2013 04:07 PM
Account Reference	: IMPACC (IV)/d1740903/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL74090381818050104110L
Purchased by	: VEOLIA WATER INDIA PVT LTD
Description of Document	: Article Others
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VEOLIA WATER INDIA PVT LTD
Second Party	: NA
Stamp Duty Paid By	: VEOLIA WATER INDIA PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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CONTRACT AGREEMENT NO. 6 (2012-13)

fe
Excecutive Engineer
Public Works Deptt. of NCT of Delhi
Ashok Vihar Outer Station

Suresh Karcetta
SURESH KARCETTA
EX. ENGINEER (ESM)
WTP NANGLOI, D.J.B.
NEW DELHI-110041



Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
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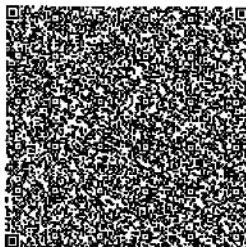
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL91089796678412L
Certificate Issued Date	: 15-Mar-2013 04:06 PM
Account Reference	: IMPACC (IV)/dl740903/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL74090381820363014478L
Purchased by	: VEOLIA WATER INDIA PVT LTD
Description of Document	: Article Others
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VEOLIA WATER INDIA PVT LTD
Second Party	: NA
Stamp Duty Paid By	: VEOLIA WATER INDIA PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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CONTRACT AGREEMENT NO. 6 (2012-13)

ASHOK BHARGAVA
Executive Engineer (P&S)
DJB Govt. of NCT of Delhi
Ashok Vihar Over Head Tank

SURESH KARKETTA
EX. ENGINEER (ESM)
WTP NANGLOI, D.J.B.
NEW DELHI-110041

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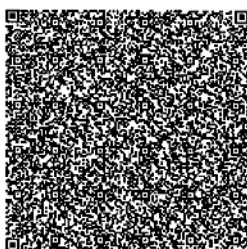
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL91091304827154L
Certificate Issued Date	: 15-Mar-2013 04:08 PM
Account Reference	: IMPACC (IV)/dl740903/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL74090381815935655057L
Purchased by	: VEOLIA WATER INDIA PVT LTD
Description of Document	: Article Others
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VEOLIA WATER INDIA PVT LTD
Second Party	: NA
Stamp Duty Paid By	: VEOLIA WATER INDIA PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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CONTRACT AGREEMENT NO. 6 (2012-13)

MUKUL BHANDARI
Executive Engineer (Project) IX
DJB Govt. of NCT of Delhi
Ashok Vihar Over Head Tank No. 32

SURESH KARKETTA
EX. ENGINEER (E&M)
WTP NANGLOI, D.J.B.
NEW DELHI-110041

Statutory Alert:

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[Signature]



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CONCESSION AGREEMENT

FOR
IMPROVEMENT & REVAMPING OF EXISTING WATER SUPPLY, TRANSMISSION AND
DISTRIBUTION NETWORK UNDER THE COMMAND AREA OF NANGLOI WATER
TREATMENT PLANT, DELHI

THIS CONCESSION AGREEMENT (herein after also referred to as the 'Agreement') is made on this the 28th day of March, 2013 at New Delhi

by & between

DELHI JAL BOARD (DJB), an authority constituted under the Delhi Water Board Act, 1998, having its Registered Office at Varunalaya Ph-I, Jhandewalan, Karol Bagh, New Delhi-110005, (hereinafter referred to as the "Authority" or "DJB", which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) and represented herein by its **Executive Engineer, Projects (W-IX), Mr Mukul Bhandula and Executive Engineer (E&M), Nangloi WTP, Mr Suresh Kerketta**, duly authorized in this regard, of the **FIRST PART**;

and

M/s Nangloi Water Services Private Limited, a new company incorporated by the Selected Bidder under the Companies Act, 1956, having its Registered Office at **F-2 Friends Apartment, I P Extension, Patpargunj, Delhi-110092** (hereinafter referred to as the "Operator" which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) and represented herein through Mr. **Patrick Rousseau, Chairman and Mr Hitesh Arora, Director**, both duly authorized by Power of Attorney dated 26th March 2013 of the **SECOND PART**;

and

MUKUL BHANDULA
Executive Engineer (Project) W-IX
DJB Govt. of NCT of Delhi
Ashok Vihar Over Head Tank N.D.52

SURESH KARKETTA
EX. ENGINEER (E&M)
WTP NANGLOI, D.J.B.
NEW DELHI-110041,





The consortium of (i) M/s **Veolia Water India (P) Limited**, a company incorporated under the Companies Act, 1956, having its registered Office at **B-1 Marble Arch, 9 Prithviraj road, New Delhi- 110011** and (ii) M/s **SWACH Environment Private Limited**, a company incorporated under the Companies Act, 1956, having its Registered Office at **Vishwakarma, 86 C, Topsia Road (S), Kolkata - 700046** in their capacity as the Confirming Party to this Agreement (hereinafter referred to as the '**Selected Bidder**' which expression shall, unless the context otherwise requires, include its successors) duly represented through M/s **Veolia Water India (P) Limited**, the Lead Member of the consortium, through its Authorized signatory by Power of Attorney granted to Mr. Babu SVK, Director of the **THIRD PART**.

(Each of the parties of the FIRST and SECOND parts are hereinafter, as the context may admit or require, individually referred to as a "**Party**" and collectively as the "**Parties**" and the party of the THIRD part shall hereinafter be referred to as "**Selected Bidder**").

WHEREAS

- A. The Delhi Jal Board (the '**Authority**' or "**DJB**") is a statutory body constituted under the Delhi Water Board Act, 1998 from the erstwhile Delhi Water Supply and Sewage Disposal Undertaking. The Authority is responsible for planning, designing and execution and operation of water supply and wastewater management facilities within its jurisdiction in the National Capital Territory of Delhi (NCT).
- B. DJB wishes to enhance service delivery and improved management of water distribution by upgrading Water Supply System and Network Improvement in order to, significantly reducing Non-Revenue Water (NRW), conserving energy, improving water quality and collection efficiency of revenue and extension of water supply in the unserved areas in its jurisdiction.
- C. The Authority, in pursuance of the aforesaid objectives and as a part of its commitment of providing safe drinking water and efficient sewerage services in an equitable and sustainable manner, the Authority has decided to undertake, conducted a competitive bidding process, and invited proposals (the '**Bids**') by its Request for Proposal document dated 17th July, 2012, including all addendums


MUKUL CHANDRA
Executive Engineer (Project) Water-IX
DJB Govt. of NCT of Delhi
Ashok Vihar Over Head Tank N.D.52


SURESH KARKETTA
EX. ENGINEER (ESM)
WTP NANGLOI, D.J.B.
NEW DELHI-110041





issued by the Authority (herein the 'RFP') for selection of a Selected Bidder, inter alia, for Improvement and Revamping of Existing Water Supply, Transmission and Distribution Network under the Command area of Nangloi Water Treatment Plant, Delhi through Public-Private Partnership (PPP) on a Design, Build, Finance, Operate and Transfer (DBFOT) basis, subject to and on the terms and conditions contained therein.

- D. After evaluating the received Bids, the Authority accepted the proposal submitted by the Selected Bidder and accordingly issued the **Letter of Award (LoA)/Work Order No. 05 (2012-13) issued through Letter No F-249/DJB/EE (Project) W-IX/2012-13/2095** dated **18th January, 2013** (the "LOA") to the Selected Bidder for the Project, to the consortium of **M/s Veolia Water India (P) Limited** and **M/s SWACH Environment Private Limited**, with **M/s Veolia Water India (P) Limited** as its lead member, requiring, *inter alia*, the execution of this Concession Agreement for the performance of its obligations under this Concession Agreement.
- E. The Selected Bidder has, in accordance with the Request for Proposal and the LoA, promoted and incorporated the Operator as a company under the provisions of the Companies Act, 1956 as a special purpose vehicle to enter into this Concession Agreement for undertaking, inter alia, the design, engineering, financing, procurement, construction, management, operation and maintenance of the Project and to fulfill other obligations of the Operator pursuant to the LOA and has requested the Authority to accept the Operator as the entity which shall undertake and perform the obligations of the Selected Bidder including the obligation to enter into this Concession Agreement for the design, engineering, financing, procurement, construction, operation and maintenance of the Project.
- F. The Selected Bidder/ Operator has made a non-refundable and irrevocable payment of Rs. **7,50,00,000/- (Rupees Seven Crores and Fifty Lac only)**, plus applicable taxes equivalent to **92,70,000/- (Rs Ninety Two lac and Seventy Thousand only)**; i.e., both aforesaid amount aggregating to total of Rs **8,42,70,000/- ((Rupees Eight Crores and Forty Two Lac and Seventy thousand only)** to the Authority, towards the Project Development Expenses vide RTGS transfer in favour of Delhi Jal Board, in DJB's Account No. 026400201004115 with Corporation Bank.

MUKUL CHANDULA
Executive Engineer (Project) WTP-IX
DJB Govt. of NCT of Delhi
Ashok Vihar Over Head Tank No. 52

SURESH KARKETTA
EX. ENGINEER (E&M)
WTP NANGLOI, D.J.B.
NEW DELHI-110041



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The details along with UTR No. of the RTGS Confirmation are as given below;

S. No	Beneficiary Name	Bank Account Number	Bank Name	IFSC Code	Amount (Rs)	Date	UTR
1	Delhi Jal Board	2640020101004110	Corporation Bank	CORP0000264	14977700	19-03-2013	BNPAH13078097225
2	Delhi Jal Board	2640020101004110	Corporation Bank	CORP0000264	15000000	19-03-2013	BNPAH13078097227
3	Delhi Jal Board	2640020101004110	Corporation Bank	CORP0000264	13000000	19-03-2013	BNPAH13078097228
4	Delhi Jal Board	2640020101004110	Corporation Bank	CORP0000264	41292300	19-03-2013	ICICH13078070308

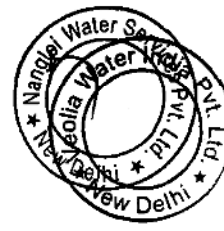
G. In response to the Selected Bidder, complying with the afore-stated conditions of the LOA, the Authority has agreed to the said request of the Selected Bidder and has accordingly agreed to enter into this Concession Agreement with the Operator pursuant to the LOA for, inter alia, the design, engineering, financing, procurement, construction, operation and maintenance of the said Project.

H. It is deemed necessary and expedient to enter into this Concession Agreement being these presents to record the terms, conditions and covenants of the said Agreement between the Parties.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH as follows:

MUKUL BHANDULA
Executive Engineer (Project) Water-IX
DJB Govt. of NCT of Delhi
Ashok Vihar Over Head Tank N.D.52

SURESH KARKETTA
EX. ENGINEER (E&M)
WTP NANGLOI, D.J.B.
NEW DELHI-110041





SCHEDULE - XIII PERFORMANCE STANDARDS

This schedule sets out the Performance Standards to be adhered to by the Operator during the Concession Period.

The Operator shall, at all times, carry out the services with the objective of achieving the Performance Standards by the dates specified. The Operator shall be responsible for measuring and conducting all tests related to an assessment of the Operator's achievement of the Performance Standards. The methodology for measurement and testing as well as monitoring and reporting shall, unless specified in this Contract be subject to the approval of the PMC / Authority.

The Operator shall keep and maintain in good order all records of all tests, events and incidents, in full detail, which relate to or are required to be collected in connection with these Performance Standards. The records shall be kept for the duration of the Concession Period, and shall be handed over to DJB upon the expiry or earlier termination of this Contract. All databases and summary tables must be kept in electronic format and updated regularly. The format of the records, databases and summary tables shall be subject to the approval of the PMC / Authority. Electronic and/or paper copies shall be supplied to the the PMC / Authority on demand.

All tests, events or incidents which are considered allowable exclusions and which would otherwise constitute a failure against or non-compliance with Performance Standards are defined in this Schedule. For the avoidance of doubt, any failure or non-compliance with a Performance Standard caused by an event of Force Majeure shall constitute an allowable exclusion.

Deadlines for achieving the Performance Standards are specified under their respective description, and are indicated in terms of the Contract Years. Contract Year shall, during the Concession Period, mean each period of twelve (12) consecutive calendar months commencing from the Compliance Date.

1.0 Project Completion Schedule

The Operator shall achieve completion of construction of new Project Facilities and construction / rehabilitation of existing Project Facilities as per the following schedule:

S.No.	Description of Component	Completion Time in Contract Years
1.0	Rehabilitation of Raw Water Main and Clear Water Main	T+1.5
2.0	Rehabilitation and Automation of WTP	T+2.0
3.0	Construction of new UGRs	T+2.0

Executive Engineer (Project) Water-IX
DJB, Govt of NCT of Delhi
4th Floor Over Head Tank ND 52

SURESH KUMAR
EX. ENGINEER (E&M)
WTP NAUKHATA D.L.B.
NEW DELHI-110041





Executive Engineer (Project) Water-I
D&S Div. of NCT of Delhi
Asst. Secy. in Charge Over Head Tank N.D. 52

S.No.	Description of Component	Completion Time in Contract Years
4.0	Rehabilitation and Automation of existing UGRs	T+1.5
5.0	Rehabilitation, replacement, automation and extension of the distribution network in the colonies with extant network*, including replacement of existing / installation of house connections and consumer meters (Phase I distribution works)	T+2.5
6.0	Extension of the distribution network in the colonies with no extant network and automation of the works*, including installation of house connections and consumer meters (Phase II distribution works)	T+2.0 to T+4.0

Note: Where T is "Compliance Date"

1.1 Penalties

In the event that the Operator fails to achieve any project milestone, as set out in Project Completion Schedule at Clause 1 above within the period specified therein, the Operator shall, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, pay Liquidated Damages to the Authority in terms of Clause 16.5.1 of Concession Agreement;

2.0 Quantity and quality of treated water supplied from the WTP

2.1 Targeted Values

The quantity and quality of treated water to be supplied from the WTP by the Operator during the Concession Period are as follows:

A) During the completion period for rehabilitation and automation of WTP as described in S.No. 2 of clause 1.0 above:

S.No.	Parameter	Value - Clarified water		Value - Filtered water	
		Oct - June	July - Sep	Oct - June	July - Sep
1.	Turbidity (NTU)	< 15.0	Any single value < 25 with average daily value <15	Any single value shall not exceed 1 NTU	Any single value shall not exceed 1 NTU
2.	pH	7.0 to 8.0	7.0 to 8.0	7.0 to 8.0	7.0 to 8.0

SURESH KARKETA
EX. ENGINEER (WTP)
WTP MANAGER
NEW DELHI-110019





Executive Engineer (Project) Water-IX
DJB Dept. of NCT of Delhi
Mushk Vihar Over Head Tank ND-52

S.No.	Parameter	Value - Clarified water		Value - Filtered water	
3.	Colour (Pt-Co scale)	<5	<5	Colourless	Colourless
4.	Taste & odour	Unobjectionable	Unobjectionable	Unobjectionable	Unobjectionable
5.	Free Residual chlorine after 30 min contact period (mg/l)			0.3	0.3
6.	Aluminium (mg/l as Al)			0.03	0.03
7.	Total Coliforms MPN/100ml			NIL	NIL

8. Water loss - <5% monthly average and less than 8% on any given day if the period is between Oct-June; <7% monthly average and less than 10% on any given day if the period is between July-September; weighted average if the period overlaps the monsoon and non-monsoon period.

B) Subsequent to the completion period of rehabilitation and automation of WTP as described in S.No. 2 of clause 1.0 above and upto the end of the Concession Period:

S.No.	Parameter	Value - Clarified water		Value - Filtered water	
		Oct - June	July - Sep	Oct - June	July - Sep
1.	Turbidity (NTU)	< 10.0	Any single value < 20 with average daily value <10	< 1	< 1
2.	pH	7.0 to 8.0	7.0 to 8.0	7.0 to 8.0	7.0 to 8.0
3.	Colour (Pt-Co scale)	<5	<5	Colourless	Colourless
4.	Taste & odour	Unobjectionable	Unobjectionable	Unobjectionable	Unobjectionable



Executive Engineer (Project) Water-IK
DUB Govt. of NCT of Delhi
Aspek Vihar Over Head Tank N.D.52

S.No.	Parameter	Value – Clarified water		Value – Filtered water	
5.	Free Residual chlorine after 30 min contact period (mg/l)			0.3	0.3
6.	Aluminium (mg/l as Al)			0.03	0.03
7.	Total Coliforms MPN/100ml			NIL	NIL

8. Water Loss - <1.5% annually measured at the end of each calendar year or in proportion thereof, in case the WTP has been in operation for a period less than one calendar year; where:

2.2 Definitions and Measurement

The method of sampling and testing for the parameters as listed in S.Nos. 1 to 7 will be as per relevant IS codes. The water loss shall be measured as the maximum of the following:

a. Water Loss =

(Corrected annual water input to the WTP in KL as measured in the flowmeter(s) just upstream of the WTP inlet chamber – corrected annual water output from the WTP in KL as measured in the flowmeters on all outgoing transmission mains) X 100

(Corrected annual water input to the WTP in KL as measured in the flowmeter(s) just upstream of the WTP inlet chamber)





- b. The water lost from the WTP as a corrected cumulative measurement of all flow meters discharging process waste which is not being reused.

2.3 Base Values

The values of achieved treated water quality shall be as per CPHERO norms.

2.4 Allowed Exclusions

The water quality delivered from the WTP during the Concession Period shall be strictly as per the values given in clauses 2.0 (A) and (B) above.

2.5 Penalties

In case water loss exceeds the values given at S.Nos. (8) of 2.0 (A) and (B). (Calculated annually.)

- The Operator shall be liable of a penalty @ Operator Rate x (Water Loss - targeted value given in s.nos. (8) of 2.0 (A) and (B), as relevant)/100 x Annual water input in KL.

In case the quality of treated water is not as per clause 2.0 (A) and (B). (Applicable for the period when the treated water quality is not in conformity with the respective Performance Standard).

- The Operator shall be liable of a penalty @ 1.5 x Operator's Rate x the quantum which does not meet the required Performance Standard(s).

3.0 Coverage of Water Supply Connections

3.1 Targeted Values

The Operator shall ensure **100%** coverage of water supply connections in the Service Area as per the SLB specified by the MoUD, GoI.

The performance standard shall come into force as follows:

- For Phase I distribution works - at the end of the sixth month of the third Contract Year.
- For Phase II distribution works - at the end of the fourth Contract Year.





Definitions and Measurement

Definition -
$$\frac{\text{Total number of households in the Service Area that are connected to the water supply network with direct service connections}}{\text{Total number of households in that Service Area}} \times 100$$

Total number of households in that Service Area

Data Requirements for measurement:

1. The numerator shall be the metered & unmetered households (to be interpreted as Category I connections) registered in the monthly billing records of the Authority. A household shall be deemed to be connected to the water supply network only if the length of house connection (as measured from the ferrule point to the household boundary) does not exceed 20m for 99% of the connections and 100m for balance 1%.
2. The total no. of households shall be established by the Operator in the GIS map to be prepared during the CP period.
3. Households in the Service Area that are connected to the water supply will include households which receive water supply from Authority at one common point, from where it is stored and distributed to all households. Households supplied water through public stand-posts, tankers or through sources other than water supply from the Authority should not be included in either the numerator or the denominator.

3.3 Base Values

59%, based on sample consumer survey.

3.4 Allowed Exclusions

1. Any colony where DJB's policy does not allow supply of water
2. Parts of the Service Area outside DJB jurisdiction
3. Area excluded as instructed by DJB
4. Legal dispute on ROW for laying the pipe line, which is not resolved by the Authority
5. Households which have not applied to the Authority for water connection
6. Households which are not willing to take legal authorized connection.



Executive Engineer (Project) Water-IX
DJB Govt. of NCT of Delhi
Ashok Vihar Over Head Tank N.D.52

SURESH KUMAR
EX-ENGINEER (SWM)
WTP HANCOCK, D.J.B.
NEW DELHI-110041





3.5 Frequency of measurement

The frequency of measurement shall be monthly, with the first measurement being affected in the seventh month of the third Contract Year for Phase I distribution works and the first month of the fifth Contract Year for Phase II distribution works.

3.6 Penalties

The penalty for not achieving the performance standard shall be calculated as:

10% of Operator's monthly fees as calculated for the month under consideration x (100% - achieved value of the performance standard in the month under consideration).

4.0 Extent of metering of water connections

4.1 Targeted Values

The Operator shall ensure that **100%** of the registered water connections in the Service Area have fully functional water meters as per the requirements of the C.A, as per the SLB specified by the MoUD, GoI.

The performance standard shall come into force as follows:

- For Phase I distribution works - at the end of the sixth month of the third Contract Year.
- For Phase II distribution works - at the end of the fourth Contract Year.

4.2 Definitions and Measurement

Definition - (Total number of connections as per the Authority's records, including stand-posts, being billed as per actual meter readings for the month under consideration) X 100

(Total number of connections, including stand-posts as per the Authority's records which have been supplied water by the Operator for the month under consideration)

Executive Engineer (Project) Water-Ix
DUB Govt. of NCT of Delhi
Ashok Vihar Over Head Tank M.D.S2

SURESH KARKETIA
EX. ENGINEER (W.S.D.)
WATER SUPPLY DIV.
NEW DELHI-110041





Data Requirements for measurement:

1. The Authority's records of connections in the Service Area shall be maintained and analysed by the Operator; the Authority shall conduct random checks for the measurement period.

Base Values

49.75%, source – DJB revenue data.

4.4 Allowed Exclusions

1. Premises where the meter is installed was locked.
2. Meter has been reported by the consumer as damaged / stolen.
3. Meter non-functional as reported by the consumer and repaired / replaced within 15 days from the lodging of the complaint.
4. The consumer refuses access to the meter to the Operator's personnel and the matter is reported to DJB within 2 working days.

4.5 Frequency of measurement

The frequency of measurement shall be monthly, with the first measurement being affected in the seventh month of the third Contract Year for Phase I distribution works and the first month of the fifth Contract Year for Phase II distribution works.

4.6 Penalties

The penalty for not achieving the performance standard shall be calculated as:

5% of Operator's monthly fees as calculated for the month under consideration x (100% - achieved value of the performance standard for the month under consideration).

Executive Engineer (Project) Water-I
DJB Govt. of NCT of Delhi
Water Over Head Tank N.D.52

3

4.4

4.5

4.6





5.0 Extent of Non-Revenue water

5.1 Targeted Values

S.No.	Concession Period	Value of NRW
1.	From Compliance Date to end of sixth month of fourth Contract Year	<79%
2.	From the start of the seventh month of the fourth Contract Year to the end of the fourth Contract Year	Average value of six months should be less than 30%
3.	From the start of the fifth Contract Year to the sixth month of the seventh Contract Year	<30%
4.	From the start of the seventh month of the seventh Contract Year to the end of the seventh Contract Year	Average value of six months should be less than 25%
5.	From the start of the eighth Contract Year to the sixth month of the twelfth Contract Year	<25%
6.	From the start of the seventh month of the twelfth Contract Year to the end of the twelfth Contract Year	Average value of six months should be less than 20%
7.	From the start of the thirteenth Contract Year to the end of the thirteenth Contract Year	<20%
8.	From the start of the fourteenth Contract Year to the end of Concession Period	Average value of six months should be less than 15%

5.2 Definitions and Measurement

Definition:

Executive Engineer (Project) Water IX
DJB Govt. of NCT of Delhi
Asstt. Water Over Head Tank A.D. 52

SURESH KARKETTA
EX-ENGINEER (S&M)
WTP, JALAN, C.I. D.B.
NEW DELHI-110041





Executive Engineer (Project) Water-Ix
DJB Govt. of NCT of Delhi
Plot No. 15, Over Head Tank N.D.52

1 -

(Value of the total water billed (in KL) for the period under consideration, including the free water supply authorized by DJB) X 100

(Value of cumulative supply (in KL) for the period under consideration, as measured in the flow meters installed at the outlet of clear water pump house of Nangloi WTP)

Data Requirements for measurement:

1. The flow records and billing records shall be maintained by the Operator; the Authority shall conduct random checks for the measurement period.

5.3 Base Values

79%, source for water billed is DJB revenue data for 2010-11 and for water supply is the consultant's study.

5.4 Allowed Exclusions

1. NIL

5.5 Frequency of measurement

The frequency of measurement shall be half yearly.

5.6 Penalties

The penalty for not achieving the performance standard shall be calculated as:

SURESH KARNATA
EX. ENGINEER (WTP)
WTP NANGLOI (DJB)
NEW DELHI





5% of Operator's fees as calculated for the period under consideration x (achieved value of the performance standard in the period under consideration - targeted values).

Incentives

The incentives for achieving the performance standard better than prescribed value mentioned in the Clause 5.1 shall be calculated as:

5% of Operator's fees as calculated for the period under consideration x (targeted values - achieved value of the performance standard in the period under consideration).

6.0 Continuity of water supply and Residual Pressure requirements

6.1 Targeted Values

The Operator shall ensure continuous water supply at the Required Residual Pressure of 17m at the ferrule point to all registered consumers throughout the Concession Period.

The performance standard shall come into force as follows:

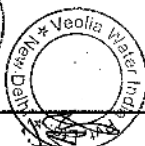
- For Phase I distribution works - at the end of the sixth month of the third Contract Year.
- For Phase II distribution works - at the end of the fourth Contract Year.

6.2 Definitions and Measurement

Definition -
$$\frac{(\text{Total number of monthly readings at all monitoring points for which the continuous supply is maintained at the required residual pressure}) \times 100}{(\text{Total number of monthly readings at all monitoring points})}$$

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DJB, Govt of NCT of Delhi
Asst. Secy. Water Over Head Tank N.D. 52

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WATER SUPPLY DEPT.
NCT OF DELHI





Data Requirements for measurement:

1. Digital records of the pressure logs obtained from the SCADA system shall be maintained by the Operator; the Authority shall conduct random checks for the measurement period. The number of monitoring points and their locations shall be finalized at the time of design approval during CP period, subject to a minimum of 5 nos. measurement points per DMA.

6.3 Base Values

For hours of supply - 2 to 8 hrs.

For Residual Pressure - 1 to 25m.

Source - DJB data and consultant's study.

6.4 Allowed Exclusions

1. Raw water supply less than 80% of the committed quantity for a period of > 48 hrs.
2. Maintenance periods of not more than 12 hrs at any given location, provided that notice of such maintenance has been announce to the consumers at least 48 hrs in advance.
3. Power outages of more than 8 hrs period in 24 hrs, in any given area.
4. Diversion of water for fire-fighting purposes.
5. Main breaks, provided that these are repaired in not more than 12 hrs.
6. A reduction of upto 10% from the Required Residual Pressure during the period 24:00 to 04:00 hrs, in not more than 5% of the recorded readings.
7. A reduction of upto 5% from the Required Residual Pressure during the period 04:00 to 24:00 hrs, in not more than 1% of the recorded readings.

Frequency of measurement

The frequency of measurement shall be monthly.

Executive Engineer (Project) Water-I
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Asstt. Vint. Over Head Tank N.D. 52

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WIP (NCT) DJB
NEW DELHI-110044





6.6 Penalties

The penalty for not achieving the performance standard shall be calculated as:

10% of Operator's monthly fees as calculated for the month under consideration x (100% - achieved average value of the performance standard in the month under consideration).

7.0 Quality of water supply

7.1 Targeted Values

Targeted value is 100% i.e. the Operator shall ensure the water supplied to the consumers is in conformity with the CPHEO desirable standards, at all times.

The performance standard shall come into force as follows:

- For Phase I distribution works - at the end of the sixth month of the third Contract Year.
Provided that between the Compliance Date and the sixth month of the third Contract Year, the Operator shall ensure that the area from where the quality is found to be non-conforming with the CPHEO desirable standards shall be isolated within five hours of receiving the sample results / complaint and free potable water through tankers will be made available for use of the consumers in the affected area and the complaint shall be redressed within 7 days.
- For Phase II distribution works - at the end of the fourth Contract Year.

7.2 Definitions and Measurement

Definition -
$$\frac{[\text{Total number of samples tested in the Authority's / Operator's / Authority's Accredited laboratory meeting or exceeding the standards as specified}] \times 100}{[\text{Total number of samples tested in the Authority's / Operator's / Authority's Accredited laboratory}]}$$

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/ Shikhar Over Head Tank N.D.52

6.6

7.0

7.1

7.2

Definition -

[Total number of samples tested in the Authority's / Operator's / Authority's Accredited laboratory meeting or exceeding the standards as specified]

X 100

[Total number of samples tested in the Authority's / Operator's / Authority's Accredited laboratory]



Executive Engineer (Project) Water-Ix
DJB Govt. of NCT of Delhi
Ashok Vihar Over Head Tank N.D.52

Data Requirements for measurement:

1. For physico-chemical parameters, except heavy metals, the Operator shall test 1 sample per 2000 connections per day, at the laboratory in Nangloi WTP which is to be maintained by the Operator; and 1 sample per 4000 connections per day to be tested in the Authority's / Authority's accredited laboratory.
2. For residual chlorine and bacteriological parameters, the Operator shall test 1 sample per 2000 connections per day at the consumer end, to be tested at the consumer's premises (for residual chlorine) and in laboratory at Nangloi WTP (for bacteriological parameters) which is to be maintained by the Operator; and 1 sample per 4000 connections per day at the consumer end, to be tested in the Authority's / Authority's accredited laboratory.
3. For heavy metals, the Operator shall test 1 sample per 2000 connections per fortnight, at the laboratory in Nangloi WTP which is to be maintained by the Operator; and 1 sample per 4000 connections per fortnight, to be tested in the Authority's / Authority's accredited laboratory.
4. The Operator shall also test one sample per tanker, per day, at the laboratory in Nangloi WTP which is to be maintained by the Operator; and one sample per tanker per week to be tested in the Authority's / Authority's accredited laboratory, till the end of COD, or till the time potable water is supplied on a continuous basis to an area, pending rehabilitation / construction of network in the area, whichever is earlier, provided that adequacy of residual chlorine is to be checked before the tanker starts for its supply route
5. The Operator shall test one sample per tanker per day, at the laboratory in Nangloi WTP which is to be maintained by the Operator; whenever tankers are used to supply potable water post COD and up till the end of the Concession Period.

7.3 Base Values

Refer DPR.

7.4 Allowed Exclusions

1. The value of a given quality parameter exceeding the desirable value as specified in the CPHEEO manual in the raw water input to the Nangloi WTP / clear water being supplied from the transmission mains.
2. Areas being supplied with tube-well water for non-potable use upto the end of the COD.

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5. Frequency of measurement

The frequency of measurement shall be monthly.

6. Penalties

The penalty for not achieving the performance standard shall be calculated as:

20% of Operator's monthly fees as calculated for the month under consideration x (100% - achieved value of the performance standard in the month under consideration).

8.0 Efficiency in redressal of customer complaints

8.1 Targeted Values

	From the Compliance Date to the end of the sixth month of the third Contract Year	From the seventh month of the third Contract Year to the end of the sixth Contract Year	From the start of the 7 th Contract Year till the end of Concession Period
Minimum value	50%	80%	95%

8.2 Definitions and Measurement

Definition -
$$\frac{\text{Total number of complaints redressed within the time period as specified below for each category of complaints, for a given period}}{\text{Total number of complaints received in the corresponding period}} \times 100$$

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5

6

8.0

8.1

8.2

Definition -

Total number of complaints redressed within the time period as specified below for each category of complaints, for a given period

X 100

Total number of complaints received in the corresponding period

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The time period for redressal of different categories of complains shall be as follows:

Nature of complaint	From Compliance Date to end of sixth month of third Contract Year	From sixth month of third Contract Year to end of Concession Period
a. For complaints regarding non-supply of water	For the complaints mentioned in s. no a, b & c and d the operator shall ensure free potable water supply through tankers to the respective area within five hours (excluding the time period between 11.00pm to 5.00am) after receiving the complaint	1 days
b. For complaints regarding low pressure		7 days
c. For complaints regarding unsatisfactory quality of water supplied, provided that the Operator shall make arrangements to supply potable water in conformity with the desirable characteristics as specified in CPHEEO Manual.		7 days
d. For complaints regarding leaks / main breaks		1 day
e. For complaints regarding billing related issues		7 days

Data Requirements for measurement:

1. The Operator shall maintain digital verifiable records of complaints registered by consumers, giving, inter alia, the connection no., date and time of complaint, complainant's ID, date and time when the complaint was redressed, Action Taken report and sign-off of the customer.

8.3 Base Values

Not known.





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7-1st Floor Over Head Tank N.D.52

4 Allowed Exclusions

1. NIL.

5 Frequency of measurement

The frequency of measurement shall be monthly.

6 Penalties

The penalty for not achieving the performance standard shall be calculated as:

20% of Operator's monthly fees as calculated for the month under consideration x (Targeted value - achieved value of the performance standard in the month under consideration).

9.0 Water Loss in Raw Water Transmission Main

9.1 Targeted Values

	At the end of the 1.5 Contract Years and thereafter till the end of Concession
	Period
Maximum value	3%

9.2 Definitions and Measurement



Definition

{Flow in KL as being measured in the flow-meter(s) at the inlet of WTP for the month under consideration}

X 100

100% -

{Flow in KL as being measured in the flow-meter(s) at the start of the raw water transmission main for the month under consideration}

Data Requirements for measurement:

1. The flow records and billing records shall be maintained by the Operator; the Authority shall conduct random checks for the measurement period.

9.3 Base Values

Not known.

9.4 Allowed Exclusions

1. Water loss due to leakage repaired within 10 hrs.
2. Water loss due to pipe bursts requiring gap pieces repaired within 24 hrs.

9.5 Frequency of measurement

The frequency of measurement shall be monthly, with the first measurement being affected in the last month of 2nd Contract Year.

9.6 Penalties

The penalty for not achieving the performance standard shall be calculated as:

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10% of Operator's monthly fees as calculated for the month under consideration x (achieved value of the performance standard in the month under consideration-3%).

7 Incentives

The incentives for achieving the performance standard better than prescribed value mentioned in the Clause 9.1 shall be calculated as:

10% of Operator's monthly fees as calculated for the month under consideration x (3%-achieved value of the performance standard in the month under consideration).

10.0 Deleted

11.0 District Meter Density

11.1 Targeted Values

	From Contract Year 4 to Contract Year 6	From Contract Year 6 to till the end of Concession Period
Maximum value	0.2	0.67

11.2 Definitions and Measurement

Definition -
$$\frac{\text{No. of Inlet District Meters} \times 1000}{\text{No. of Consumer Connections}}$$

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Data Requirements for measurement:

1. The numbers of inlet district meters and number of consumer connections shall be updated and by the Operator in the GIS map of the Service Area, updated quarterly.

11.3 Base Values

Zero.

11.4 Allowed Exclusions

Not Applicable.

11.5 Frequency of measurement

The Performance Standard shall be evaluated for the last six months of each Contract Year subsequent to the 3rd Contract Year.

11.6 Penalties

The penalty for not achieving the performance standard shall be calculated as:

10% of Operator's monthly fees as calculated for the month under consideration x (achieved value of the performance standard for the period under consideration- Targeted value).

12. Deleted