

DELHI JAL BOARD: GOVT OF NCT DELHI
OFFICE OF THE DIRECTOR (PROJECT)
BOTTLING PLANT, GREATER KAILASH-I, NEW DELHI-110 048

PRESS N.I.T No: 16 (2011-12)

Sealed tenders duly superscribed are invited from reputed Firms/Organizations/Individuals for selection of an Operator-cum-Distributor (hereinafter called the Vendor) to give for a period of 11 years to such selected person. The existing Bottling Plant of the Delhi Jal Board is located at Greater Kailash Part-I, New Delhi-110 048. The tenders will be received in the office of the U/s up to 03.00 PM.

Last date of sale of Tender : **27.02.2012 up to 03.00 PM**
Submission of Tender : **29.02.2012 up to 03.00 PM**
Opening date of Technical Bid : **29.02.2012 at 03.05 PM**
Date/Time opening of Financial Bid : **After completion of Technical bid**

S. No.	Description of Work	Earnest Money (Rs.)	Tender fee (Rs.)	Period of work	Bill of Quantity
1.	Operator-cum-Distributor for Processing & Packaging of drinking water, its Distribution, Marketing & Selling and the Maintenance of the Bottling Plant at Greater Kailash-I, New Delhi-110 048.	2,00,000.00	800.00	11 years	The BQ in form of RFP dtd 06.02.2012 is available on DJB Website www.delhijalboard.nic.in

Tender forms along with Application forms can be had from the office of U/s on or before 27.02.2012 up to 03.00 PM against cash payment/ DD of stipulated Tender fee in favour of DJB (Non-refundable) on any working days between 11.00 AM to 03.00 PM or downloaded from DJB Website along with stipulated tender fee. The tenderers will submit the tender documents in Two bid system as superscribed "A" & "B" separately. The bid "A" will be technical bid and shall contain all documents mentioned in eligibility criteria along with draft for the requisition amount of E/M in favour of Delhi Jal Board. The bid "B" shall contain financial bid. The tenderers, qualifies the technical bid as per criteria will be eligible to participate in financial bid. The rates should be hold good for 180 days from the date of opening of tender. The unsealed closed covers will not be entertained. Delhi Jal Board reserves the right to reject/ cancel all the tenders without assigning any reason thereof.

No : DJB/BP-GK/CWA/NIT/2011-12/-

Dated :

Chief Water Analyst (C)

REQUEST FOR PROPOSAL

FOR SELECTION OF

OPERATOR CUM DISTRIBUTOR

FOR

PROCESSING & PACKAGING OF DRINKING WATER,

IT'S DISTRIBUTION, MARKETING & SELLING

AND THE MAINTENANCE OF THE BOTTLING

PLANT

AT

GREATER KAILASH-I, NEW DELHI-110048

Implementation by:

Delhi Jal Board
Govt of NCT of Delhi
Varunalaya, Phase-II, Karol Bagh
New Delhi - 110005

Proposed by:

Director (BP)
G.K-I, New Delhi.

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Section I : Request For Proposal (RFP)

1. A Notification Inviting Tender (NIT) was floated through Newspapers, Delhi Jal Board (DJB) Website & Notice Boards of all WTPs on 6/2/2012 from reputed firms/organizations/individuals for the selection of an Operator cum Distributor (hereinafter called The Vendor) to give for a period of 11 years to such selected person, the existing Bottling Plant of the Delhi Jal Board on contract basis located at Greater Kailash Part 1, New Delhi for the following purpose :

- to Process and filter water to be packed in minimum 3000 nos. of 'JAL' Jars of 20 Lt. per day or above as per the requirement/demand. Similarly, process and filter water to be packed in 250 ml disposable glasses/ bottles as per the requirement/demand in the First phase whereas in the second phase process and filter water to be packed in additional bottles of 500 ml, 1 Lt., 1.5 Lt. or 2 Lt. as per the requirement/demand. The total availability of water per day is 3.5 lacs litre for both Phase I & II. .
- to handle complete distribution, marketing and selling of the packed Drinking Water in the water scarcity and other areas within the NCT of Delhi
- to be responsible for the complete maintenance & repairs of the Bottling Plant including spares required for maintenance, located at Greater Kailash Part I, New Delhi. Major repair needs to be informed to DJB in advance.

2. Delhi Jal Board (Govt. of NCT Delhi) now invites sealed Technical & Financial Bids as a Request For Proposal for selection of Vendor to be appointed to process, filter and package Drinking Water minimum 3000 numbers of 'JAL' Jars of 20 ltr per day as per the terms and conditions of the work order, and 250 ml disposable glasses / bottles as per the requirement/ demand in First phase and additional bottles of 500 ml, 1 Lt., 1.5 Lt. or 2 Lt. in Second phase, to Distribute, Market & Sell the packed Drinking Water including transportation upto Jal Suvidha Kendras & other Distribution Centers in the water scarcity areas and other areas, and to maintain at his own cost along with

spares, the Plant & Machinery at bottling plant located at Greater Kailash Part-I, New Delhi 110048. The total availability water is 3.5 lacs litre per day for both phase I & II. **Rate should be quoted as infrastructure usage charge per bottle and per carton for use of the infrastructure provided by DJB for the above project on the basis of per 20 Ltr. 'Jal' Jar & per carton containing 24 disposable glasses/ bottles of 250 ml. Applicants are also required to quote rates for infrastructure usage charge on per litre basis for the production of 500 ml, 1 Lt. 1.5 Lt. or 2 Lt. bottle for the Second phase of the project whereas the total availability of water per day is 3.5 lacs litre for both phase I & II. For Detailed terms of reference Section-III of this document may be referred. For financial bid, format at Annexure-V is to be used.**

3. The primary objective of the Project is to boost and stabilize the demand for 'JAL' Jars & Disposable glasses and bottles for public use by adequate availability all over Delhi.
4. Selection of the Vendor will be made on the basis of Technical Bid (weightage 50%) and Financial standing (weightage 50%). The Technical Bid given in Section -IV is meant to check relevant experience, financial standing/ turn-over, qualification & antecedents of the Vendor.

(A) The weightage for 50% technical bid is given below: Maximum Marks (50)

(a) Engineer(Elect/Mech.)	20
from Govt. recognized institute	
Diploma Holder (Elect/Mech.)	10
from Govt. recognized institute	
(b) Experience for more than 3 years in the same field	20
Experience for more than 2 years but less than	15
3 yrs in the same field	
(c) Experience in the field of marketing and distribution	10

(B) For 50% weightage regarding financial standing, (not bid) the criteria is given below :

Maximum Marks (50)

- | | |
|--|----|
| (a) Turnover of more than 1 (one) crore in water processing Industry according to the BIS norms in the last 3 years or above 2 crores in food or beverages industries | 40 |
| Turnover of above 75 lacs but less than 1 (one) crore in water processing Industry according to the BIS norms in the last 3 years or above one crore in food or beverages industry | 30 |
| (b) Net worth of more than one crore | 10 |
| Net worth for more than 50 lakhs but less than 1(one crore) | 5 |

Note: Bidder getting 70 marks or more in total will be eligible to participate in the financial bid for final selection of the successful bidder as per the NIT conditions alongwith RFP and SLA conditions.

5. Applicant or Principal Officer of the Applicant Firm or Company shall be a suitably qualified person, being an Engineer, Technical person to maintain water quality of packaged drinking water according to BIS norms and also must have competent professionals for all their services in processing, marketing, distribution and maintenance of bottling plant or shall have at least 2 (Two) years experience in water processing business according to BIS norms and in the distribution of water related product.
6. The duration of the agreement shall be for a period of Eleven years. The Vendor shall commence operations within 30 days of the issue of the Work Order after the Agreement has been signed. DJB reserves the right to extend the engagement of the Vendor for such further period on such Terms & Conditions as the DJB may decide.
7. The Vendor may enter into Joint Venture (maximum two) with any firm / company (total two including the vendor) to handle the Distribution and Marketing of the venture. The Vendor and all his Associates shall be jointly and severally responsible for the performance of the Agreement with DJB.

8. On signing of the Agreement, the Vendor shall intimate the name of the Principal Officer who will be acting for and on behalf of the Vendor in all its relations and communications with the DJB. If there is any change in the Principal Officer, Vendor shall immediately intimate such change to the Delhi Jal Board.
9. The applicants must familiarize themselves with the local conditions of respective zones, water scarcity areas and take them into account in preparing their proposals. To obtain first-hand information on the project and on the local conditions, the applicant is encouraged to visit the bottling plant at Greater Kailash Part I, New Delhi 110048 before submitting proposals. No financial claims for such visits and for collection of information shall be reimbursable.
10. For any other additional information, the applicant may make a request in writing to the Director, Bottling Plant, Greater Kailash-I, New Delhi-110048 [Tel. Nos. 2923 4928 (O) & 9650094566 (M)] who will provide the same to the best of his ability. Requests for additional information, or any delay in complying with such requests, shall not, however, in any way affect the obligation of the applicant to send the complete proposals by the deadline indicated above. No claim of such visits and/ or collection of data shall be entertained by DJB.
11. Delhi Jal Board(DJB) reserves the right to reject any or all of the proposals without assigning any reason or cause. No claims, in whatsoever form, from any agency, shall be entertained for such rejection of proposals.
12. DJB will provide space at Jal Suvidha Kendra for selling the 'Jal' Jar of 20 ltr. and 250ml glasses/ bottles. All expenses i.e staff salary, telephone exp. Cartage, electricity etc. will be borne by the Vendor. The selected Vendor can not use these JSKs for any other purpose. Only DJB packed drinking water can be sold from these JSKs between 8 A.M. to 8 P.M. for 365 days except 3 (three) National holidays.

13. Any or all disputes, controversies and differences arising between the parties hereto out of or in relation to this agreement or any breach thereof shall be finally settled by arbitration to be conducted in New Delhi by Chief Executive Officer, Delhi Jal Board.
14. Any dispute arising out of this or touching and/or concerning this agreement shall be subject to jurisdiction of Delhi Courts only.

2. Section-II: Brief on Project & Operations

Many areas in Delhi are at the tail end of water distribution system & hence there has been water scarcity in such areas. Even in planned areas, there is a huge demand for packaged drinking water, especially in various Govt. /Private Offices, Hotels, Shopping Malls, Commercial Establishments etc.

In order to meet the increasing demand for packaged drinking water, Delhi Jal Board installed a state of art Bottling Plant at Greater Kailash Part-I, New Delhi 110048 for processing & packaging of drinking water in 20 Ltr. 'Jal' Jar and 250 ml. disposable Glasses.

Processing & packaging of drinking water in 20 Ltr. 'Jal' Jars was started in August 2002 & the same are presently sold to the consumers through 09 nos. "Jal Suvidha Kendras" (JSKs). Delhi Jal Board has also started packaging and marketing of 250 ml. Drinking Water glasses in 2007 which are also available at the JSKs.

Water is being treated as per the latest BIS norms IS 14543-2004 for Packaged Drinking Water, before filling in the container (20 ltrs. Jars & 250 ml Glasses). Thus, in terms of pricing and quality, the 'JAL' Brand is far superior to other packaged Water Brands.

The Primary objective of the Project is to boost & stabilize the demand for 'JAL' Jars & Disposable glasses for public use by packaging the processed drinking water in 20 ltr Jars & 250 ml glasses and efficient distribution in the water scarcity and other areas in the city, by outsourcing identified facilities at the Bottling Plant.

3. Section-III: Terms of Reference (TOR)

First Phase

A. SERVICE AND OBLIGATION OF VENDOR

1. The vendor is required to treat and process water as per BIS norms quality and daily package minimum 3000 nos. of 'JAL' Jars of 20 lt. per shift or above as per the requirement/demand. Similarly, process and filter water to be packed in 250 ml disposable glasses/ bottles as per the requirement/demand in First phase whereas in the second phase process and filter water to be packed in additional bottles of 500 ml, 1 lt., 1.5 lt. or 2 lt. as per the requirement/demand. The total availability of water per day is 3.5 lacs litre for both Phase First & Second, at the Bottling Plant located at Greater Kailash Part-I, New Delhi. Even 3 (three) shifts may be taken up for gradually increasing the production.
2. The Vendor will also be responsible for the following:-
 - a. Complete maintenance of Plant & Machinery including spares required for maintenance of the Bottling Plant given to them.
 - b. Distribution & Marketing of 20 ltr. 'Jal' Jars and glasses/ bottles of 250 ml in the water scarcity areas and other areas of the city, from Jal Suvidha Kendras (JSKs) **at the price fixed by DJB.**
 - c. Consumables required for filters, activated carbon and other consumables, if any, will be purchased by the Vendor from their own funds, as per specification given in Annexure-IV.
 - d. All other inputs, including packaging material required for the packed drinking water of 20 ltr 'JAL' Jar and 250ml disposable glasses/ bottles will be purchased by the Vendor from his own funds, as per specification given in Annexure-IV.
 - e. Appointing & engaging all managerial, supervisory and labour staff as may be required at his own cost on his Pay Roll.
 - f. All loading & unloading charges and transportation costs for the packaged drinking water shall be borne by the Vendor.

- g. The Vendor will run the plant at least 300 days in a year in 1 (one) shift daily as per the minimum requirement.
 - h. All day to day maintenance & house-keeping expenses to maintain the Office, Store and other facilities at the plant, JSKs and other Distribution Centers shall be borne by the Vendor. However, the DJB shall install sub-meters at their cost for electricity at all their JSKs (Existing and proposed) and the expenses on account of electricity at such JSKs will be borne by the Vendor according to the sub-meter reading at the prevailing unit rate charged by the electricity supplier. If additional electrical load is required, Vendor may apply to DJB atleast one month in advance.
 - i. Vendor shall be responsible for the maintenance & minor repairs of the Bottling Plant Building. All major repairs relating the Bottling Plant building shall, however, be the responsibility of DJB.
 - j. Vendor must print Batch & Bottle Number on daily basis in addition to other mandatory information as per the BIS norms
3. The Vendor will make full arrangements for delivering the 20 ltrs. 'JAL' Jar and Cartons of 250 ml glasses/ bottles to the Distribution Center and JSKs i.e. by Auto Rickshaw, Tempo & Trucks etc. and to lift empty Jars on regular basis.
4. Electricity charges of the Bottling Plant including maintenance of electrical works shall be borne by the Vendor on actual basis.
5. All Expenses of any Distribution Center opened by the Vendor will be borne by him only.
6. Vendor will provide 'JAL' Jars and disposal glasses at all existing and proposed Jal Suvidha Kendras and other centres at different places in Delhi (to be opened by the Vendor) at the MRP of Rs. 45/- for 20 lt. 'JAL' Jars and Rs. 60/- for a box containing 24 nos. of 250 ml. glasses/ bottles. No willing consumer should go without getting packaged drinking water from all JSKs during 8 am to 8 pm on all 365 days except 3 (three) National holidays.

7. Experienced staff should be engaged, particularly in the processing and packaging of drinking water.
8. The Vendor will provide Medical Fitness Certificate of all staff engaged in the production every year as prescribed in the BIS norms.
9. Police verification, uniform code and identity card will be mandatory for all staff engaged in this project.
10. Present inventories i.e. 20 ltr Jar, 250 ml disposable glass, Bottles etc. lying with the Delhi Jal Board will be purchased by the Vendor at the price agreed by the Advisory Board of DJB at the time of awarding the project.
11. The expiry period of packaged drinking water will be 90 days from the date of packaging. Expired materials will have to be replaced by the Vendor, and DJB shall not be responsible to replace the same and also to maintain the record of expired material.
12. Vendor shall dispose off rejections & scrap on a regular fortnightly basis as per the DPCC guidelines.
13. The Vendor will maintain water quality as per BIS norms under the supervision of DJB quality control staff delegated for the purpose by DJB. The Vendor shall follow the guidance and procedures laid down by DJB for the maintenance of this quality. He shall be responsible for maintaining the quality from the processing point to the delivery and to the end user according to the BIS norms.
14. The Vendor will be responsible to ensure all the bottles physically in respect of manufacturing defect, cap seal, batch no, price, bottle serial number, date of packaging & expiry date etc. at the time of delivery from the bottling plant or from the JSKs. In case of tampering of seal, presence of foreign material in water, leakage of water from the cap or any other manufacturing defect etc. the Vendor shall replace defective products immediately free of cost.

All legal and other liability that may arise due to the above negligence shall be the onus of the Vendor.

15. The Vendor has the option to package & sell more drinking water according to Seasonal and other requirements.
16. Vendor will need to maintain & provide on day to day basis and shiftwise production, sale & expired finished product figures to the DJB as per the Format given in Annexure-I
17. Replacement of any machinery that may be required during the tenure of the Agreement will be done by the Vendor at his own cost as per the verification/ intimation of BIS. No change in the basic design and structure of the machine will be done.
18. The Vendor has also the option to upgrade the existing Plant and Machinery installed at the bottling plant at Greater Kailash Part-I, New Delhi at his own cost for better performance with the prior permission of DJB and in conformity with the BIS norms.
19. Cost of replacement and / or upgradation of existing machinery will not be reimbursed to the Vendor at any time and such machinery will become part and parcel of the existing Bottling Plant to be restored and given back to DJB free of cost in running condition at the end of the Contract period.
20. Vendor shall provide proof of quality & specification of the consumables, packing material etc. that are being used on each purchase as per the BIS norms.
21. Vendor shall provide samples of Processed Water, Packaging Materials etc free of cost as and when required by the DJB and also store one sample of each batch upto be expiry period as per the BIS norms.
22. All financial statutory liabilities e.g. (Income Tax, Vat, GST, Service Tax, Excise and payment to Employees Benefit Funds etc.) arising out of the operation under the Agreement shall be the responsibility of the Vendor and the DJB shall not be responsible

for the same under any situation including medical claim/ facilities during the working hours etc.

23. The Vendor will be free to open more distribution centre at his own cost in addition to the JSKs & distribution centers of the DJB and sell the 'JAL' Brand of Packed Drinking Water from such centers.
24. Vendor can sell the packed Drinking Water from JSKs from 8.00 am to 8.00 pm only at the MRP approved by DJB.
25. The Vendor may advertise for selling the Packed Drinking Water of DJB for and on behalf of DJB with the prior approval of DJB only, at his own cost. But the Vendor is not authorised to give any statement to the Press/Media in connection with any activity under the Agreement without the written permission of DJB.
26. **The Vendor shall have sufficient qualification /experience to maintain water quality in packaged drinking water according to BIS norms and also must engage competent professionals in purchase, production, marketing, distribution and maintenance of plant (their CVs may be attached)**
27. The authorized Vendor should have a Current Account in any Scheduled Bank, DVAT no., Income Tax PAN, TAN, and Service Tax Registration & all other such Registrations as may be necessary. ESIC , EPF and Excise Registration proof / certificate will be required at the time of issuing of work order as per the requirement.
28. Any person who has been convicted under any law or against whom charges have been framed by any Court of law in India for any criminal offence or against whom any criminal proceedings are pending in any Court in India shall not be eligible to apply. An affidavit in this regard shall be furnished by the applicant duly attested by a person not less than a First Class Magistrate. Police verification after appointment may be done.

29. A person/ firm selected as Vendor will have to execute an Agreement as per the terms & conditions of Delhi Jal Board. To deal with any unforeseen situation not specified in the document, the matter would be decided by DJB in consultation with the vendor.
30. The Vendor will have to undertake in addition to the Agreement on a Non-judiciary Stamp paper of Rs. 100/- that:
 - a. It will abide by all policies of the DJB.
 - b. It will not assign or purport to assign the benefit or agreement.
 - c. It will not sell for resale outside authorized territory.
 - d. It will not use the name or trademark of DJB for its own purpose.
31. No addition/deletion/alteration will be permitted in the Request For Proposal Form. In case any information is found incorrect or false, the application is liable to be rejected without information.
32. The Vendor shall comply with all mandatory safety precautions required in the project.
33. In case the Vendor is found incapable for performing his job or fail to comply terms and condition of this agreement during the period of agreement, the agreement can be terminated without giving any reason and the security deposited by the Vendor will be forfeited.
34. Any damage caused to DJB property/machinery during operation will be the sole liability of the Vendor.
35. The liability of any damage or loss in case of death or any injury to any personnel engaged in this project shall be the sole responsibility of the Vendor and the DJB shall not, in any manner be a party to or responsible for such damages or losses.

36. After completion of the agreement period, the Vendor will restore and give back the Bottling Plant to the DJB free of cost in running condition.
37. Selection of the Vendor shall be made on the basis of the Technical & Financial Standing. Successful bidder only will be eligible for opening of financial bid.
38. The applicant giving maximum infrastructure usage charges to DJB taking Phase-I and Phase-II of the project together will be awarded the project being H₁. The format at Annexure-V may be seen in this context.
39. The tender will be decided on the basis of minimum usage charges fixed by DJB for all contents in advance which will be sealed before opening of financial bids.
40. The Vendor will need to deposit an interest free earnest money of Rs. 2 lacs, which shall be refunded after completion of tendering.
41. The Vendor will also need to furnish a Performance Guarantee by way of a continuing Bank Guarantee for Rs. 10 lacs for the tenure of the Contract period. It is better if the guaranty is for 11 years as the contract period is for 11 years. If required, it can be renewed every year but the renewal would be the responsibility of the Vendor and would need to be carried out in advance so that there is no gap during the 11 years' period in this context.
42. In Case the Vendor is found to be a defaulter in complying with the term and conditions of the Agreement during the period of work, refunded performance guarantee lying with DJB will be forfeited and the Agreement shall be terminated forthwith.
43. The Vendor will make the Payment to DJB for infrastructure usage charges on monthly basis. In case Vendor fail to make the payment on monthly basis then Vendor will be liable to pay interest @ 2% per month to DJB. In case he fails to make the payment in two months

then necessary action will be taken against the firm including the termination of the agreement / contract.

44. The Vendor can not raise any demand in respect of this project in future from DJB, which was not mentioned in this document.
45. The vendor may have a sticker on the products produced by DJB and sold by the Vendor as '**Produced by DJB and marketed by Vendor**'

SERVICE AND OBLIGATION OF DJB

1. Delhi Jal Board will make available the Building and the Bottling Plant for the project in running condition.
2. Delhi Jal Board will monitor the Water quality as per BIS norms on a regular basis by delegating their staff on their own Payrolls.
3. Water scarcity zones and areas will be identified and decided by DJB which may be changed from time to time, if required. At present 17 (seventeen) water scarcity areas have been identified. (Annexure-II and III).
4. Raw water required for the process will be provided by DJB including leakage / cleaning of bottles @ 20% of total actual processed water. In case it is not available or production may be stopped as per the direction of the Competent Authority, quality of raw water may also be maintained with the dilution of R.O. water as per the requirement. In case the wastage is more than 20% it will amount to production and charges will be taken accordingly per litrewise. Vendor may install equipment for zero wastage in this context.
5. Delhi Jal Board is responsible for providing and renewing of BIS, Industrial & Pollution licenses at their cost.
6. Rupee one will be additionally charged as license fee every year by DJB from The Vendor for Bottling Plant and each JSK.
7. Decision of the CEO of the DJB will be final in selection and appointment of the Vendor.
8. MRP for the packaged drinking water will be revised every year depending upon RBI's wholesale Price Index (w.p.i.). Infrastructure usage charges will also be increased in the same proportion. MRP and Infrastructure usage charges once decided will continue till any revision is done.

9. Delhi Jal Board will be responsible for major repairs required in the buildings of the Bottling Plant at Greater Kailash Part-I, New Delhi and JSKs.
10. Delhi Jal Board can ask the Vendor to sell packed drinking water to the Govt. offices/ Govt. staff from bottling plant or JSKs as and when required at the same price fixed by DJB for general public.
11. Transparency of bottle, physical appearance, shape and size of 20 Ltr 'Jal' Jar will be decided by the quality control staff of DJB according to the BIS norms.
12. Delhi Jal Board reserves the rights to cancel / withdraw / amend this proposal or extended the period for submission of RFP at its sole discretion without assigning any reason thereof.
13. The security money deposit for 20 ltr. Pet 'JAL' Jar @ Rs. 140 per bottle for about 12000 jars by the consumers currently with DJB, will be handed over to the vendor for necessary action. (i.e. for the refund of security money as and when desired by the consumers)

SECOND PHASE

1. In the Second Phase, The Vendor shall use the Plant & Machinery to be installed by DJB for processing and packaging of bottles of 500 ml, 1 ltr., 1.5 ltr. or 2 ltr. drinking water **at his own cost with the total available 3.5 lacs ltr. of water per day (both for First and Second Phase)**, within one year after the commencement of project under First Phase of this Agreement.
2. Delhi Jal Board shall construct the Building & provide the premises to the Vendor in the space available adjacent to the existing Bottling Plant with the Plant & Machinery installed/ erected there for second phase.
3. The entire inputs (raw material) required for the packaging of 500 ml, 1 ltr., 1.5 ltr. or 2 ltr. treated Drinking Water Bottle will be purchased by the Vendor from his own funds.
4. Raw water (source of which is treated water of water treatment plant Sonia Vihar mainly Ganga water) required for the process will be provided by DJB including leakage/ cleaning of bottles at the rate of 10% of total actual processed water. In case it is not available or production may be stopped as per the direction of the competent authority, quality of raw water may also be maintained with dilution of RO Water as per the requirement. In case the wastage is more than 10%, it will amount to production and charges will be taken accordingly per litrewise. Vendor may install equipment for zero wastage at his own cost in this context.
5. All the inputs (raw material) shall also comply with the specific standards according to the BIS norms and designing as per DJB norms - (refer Annexure-IV).
6. **MRP of 500 ml, 1 ltr., 1.5 ltr. or 2 ltr. bottles will be fixed at Rs. 7, 10, 15, 18 respectively initially.**

7. The tenure for agreement for packaging of 500 ml, 1 ltr., 1.5 ltr. or 2 ltr. treated Drinking Water Bottles will be Ten years from the date of commencement of operation or till the completion of the Agreement whichever is earlier. Any fresh terms and condition that may be later agreed upon, relating to this project, shall be incorporated as an Addendum to this Agreement.
8. The Vendor should make a Financial Bid on per litre basis for the operational cost of 500 ml., 1 ltr., 1.5 ltr. or 2 ltr. packed drinking water bottles at the time of submitting this Bid **(as per Annexure-V - see note below there also)**.
9. Vendor is free to sale the water bottles of 500 ml, 1 ltr, 1.5 ltr and 2 ltr as per the market demand, whereas all other terms and conditions applicable for First Phase, will also apply for Second Phase of this Project.
10. The Vendor shall not be required to deposit any further earnest money in relation to this activity.

4. **Section IV : FORM FOR TECHNICAL & FINANCIAL BID**

To,

The Director,
Bottling Plant,
Greater Kailash-I,
Delhi-110048

Technical Proposal for appointment of Vendor to Process and filter water to be packed in minimum 3000 nos. of 'JAL' Jars of 20 lt. per shift or above as per the requirement/demand. Similarly, process and filter water to be packed in 250 ml disposable glasses/ bottles as per the requirement/demand in First phase whereas in the second phase process and filter water to be packed in additional bottles of 500 ml, 1 lt., 1.5 lt. or 2 lt. as per the requirement/demand, to Distribute, Market & Sell the packed Drinking Water including transportation upto Jal Suvidha Kendras listed in Annexure-III & other Distribution Centers in the water scarcity areas and other areas, and to maintain at his own cost along with spares the Plant & Machinery at bottling plant located at Greater Kailash Part-I, New Delhi 110048. The total availability of water is 3.5 lacs litre at Bottling Plant G.K.-I both for Phase I & II together.

1. Name of the Applicant
2. Name of the Partners / Directors
3. Qualification of the Prop. /Partners/ Directors
4. Name of the Principal Officer with designation
5. Mobile No. of the Principal Officer
6. Office Address
7. Registration No. if any
8. Experience in the same line
9. Name of Bank and CA No.
10. Phone Nos.(Residence & Office)
11. PAN Number
12. TAN Number
13. DVAT registration Number

14. Enclosures:

- (i) An affidavit on stamp paper duly notarized from the First Class magistrate declaring that no charge have been framed by any court of law for any criminal offence against prop. Partners or Directors of the firm/company. Person or persons against charge have been framed by any court of law for any criminal offence could not be eligible for to apply.
- (ii) Proof of Qualification of Principal Officer
- (iii) Proof of Business address.
- (iv) Board Resolution in the case of company and copy of Partnership Deed in case of Partnership Firm.
- (v) Supporting documents for Financial Turnover and net worth as sought. The Applicant should attach the latest copy of IT return and audited statements of last 2 years to prove his average financial turnover.
- (vi) Relevant Experience - Evidence of such experience in similar Bottling Industry, along with details to satisfy DJB that the applicant can handle processing, distribution & Marketing activities of the Project. (Attach C.V.)

It is certified that above information and the enclosure are true & correct in my knowledge & belief.

Yours Faithfully,
(Name & Signature of Applicant)

Place:

Date:

A.	<u>S.No.</u>	<u>Name of Zone</u>	<u>Areas</u>
1.	Rohini	(North West Delhi areas)	Avantika, Magol puri, Nariana, Rajinder Nagar, Ramesh Nagar, Civil line, Mandi House, Central sect. etc.
2.	Preet Vihar	(East Delhi areas)	Laxmi Nagar, Patpar Ganj, SurajMal Vihar, Krishna Nagar, Shahdara, Dilshad Garden, Yamuna Vihar, Nirman Vihar, Geeta Colony etc.
3.	Dwaraka	(West Delhi areas)	Najafgarh, Vikas puri, janak puri Uttam Nagar, Pachim Vihar, Papankalan, Nangloi, Raj Nagar, Palam Vihar etc.
4.	Malviya Nagar	(South Delhi areas)	Chanakayapuri, Okhla, New Friends Colony, kalkaji, Mehrauli, Lado Sarai, Munrika, R.K. Puram,

B. LIST OF EXISTING JAL SUVIDHA KENDRAS

1. Josip Broz Tito Marg, Opp. Sadique Nagar
2. Jal Sadan, Shiv Mandir Marg, Lajpat Nagar-I,
3. Vasant Kunj, B-1, Near Telephone Exchange
4. R.K. Puram, Sector-7
5. Sarita Vihar, J-Block, Water Gallery
6. New Friends Colony, D-Block Community Centre
7. Varunalaya Phase-I, near Jhandewalan Mata Mandir, Karol Bagh
8. C.R. Park, near D-5, DJB Pumping Station, near Grand Hotel
9. Ramleela Ground near Delhi Gate

C. PROPOSED JAL SUVIDHA KENDRAS

1. Sangam Vihar - No DJB space
2. Freedom fighter colony/ Madan gir
3. Dawraka - DJB office, Sector VI, Dawarka
4. Paschim Vihar - Double OH Tank, Opp. G 17 Paschim Vihar
5. Nazafgard -Power House, O.H Tank, Nazafgard Near Sai Mandir, Nazafgard
6. Preet Vihar - Mayur Vihar II DJB cash counter, Mayur Vihar
7. Bear Sarai- O.H. Tank, Opp. JNU, Bear Sarai
8. Chanakya Puri, New Delhi

SPECIFICATIONS UNDER BIS NORMS**PET BOTTLE CAPACITY 20 LTR. FOOD GRADE AS PER BIS NORMS**

Weight	710 +/- 10 gms.
Mouth Size	Standard
Height	56 mm.
Width	55 mm.
Transparency	90%

1. The material shall be conformed to IS-12252 with up-to-date amendment if any; food grade suitable for preventing possible adulteration or contamination of the water and supplier of the Bottle should be certified as ISO-9001.
2. The bottle shall be manufactured from virgin food grade material only.
3. The material shall also comply with the overall migration prescribed limits of the stimulant.
4. The bottle shall be free from any foreign order.
5. The bottle design shall be such that is stable when kept in vertical position and of standard size as per BIS norms.
6. The neck bore diameter shall be of standard size.
7. Weight - The weight of each bottle must be 710gm +/- 10 gm.
8. Stability - Shall be stable at least 60 deg. Celsius.
9. Maximum Height Retention loss should not be more than 3%
10. The bottles shall be engraved / embossed as "DJB" on top near the neck and bottom.
11. Bottle should be unaffected against 2% detergent on washing.
12. The bottles should be cleared, transparent and transparency should be more than 90%
13. Life-Cycle: of each bottle shall not be less then 35-40 refilling regularly.
14. Migrations simulated of each bottle >34 mg/l surface of material 3.32 mg/dm².

CAP FOR 20 LTR. "JAL" JAR

LD Material (food grade) as per BIS norms, engraved with "DJB" on top of each Cap Weight 3.5 gm + /- 0.5 gm and should be leak proof.

250 ML DISPOSABLE GLASSES

1. Disposable PP Glass (Food Grade, capacity 250 ml) (size height 9 cm, upper radius with rim 8 cm bottom radius 5 cm.) Wt. of glass minimum 3 to 4 gms., Virgin material 100% transparent.
2. 3 layer laminated lid (FOOD GRADE) in 2 colour printing as per DJB approved design size 20 cm. width, thickness of film 70 microns. Printing colour should be confirmed to food grade.

CORRUGATED BOXES

Corrugated box for 24 x 250 ml. glasses with 4 side single colour screen printing 3 ply size of Box as per DJB specifications, thickness 3 ply in 120 gm paper, brown colour.

FILTER CARTRIDGE

Description
Size-30" Long 5 micron type: Melt Blown
Size-30" Long 1 micron type: Melt Blown
Size-30" Long 0.50 micron type: Melt Blown
Size-30" Long 0.20 micron Type: Absolute Membrane : PVDF, Filtration area: 0.70 m ² /10', End Cap: DOE

ACTIVATED CARBON

Description
Having Iodine value 800 PPM. Suitable for color and chlorine removal present in water, After purification of water, pH should not exceed from 7.0 - 7.5

STICKER

Size, shape and design of the sticker will be provided by DJB.

MACHINE SPARES

All genuine spare parts will be used for maintaining Plant & Machinery to keep in good condition.

500 ML TO 2 LTR BOTTLE

1. The material shall be conformed to IS-12252 with up-to-date amendment if any; food grade suitable for preventing possible adulteration or contamination of the water and supplier of the Bottle should be certified as ISO-9001.
2. The bottle shall be manufactured from virgin food grade material only.
3. The material shall also comply with the overall migration prescribed limits of the stimulant.
4. The bottle shall be free from any foreign order.
5. The bottle design shall be such that is stable when kept in vertical position and of standard size as per BIS norms.
6. The neck bore diameter shall be of standard size.
7. Weight - The weight of each bottle must be as per BIS norms.
8. The bottles shall be engraved / embossed as "DJB" on top near the neck.
9. The bottles should be cleared, transparent and transparency should be more than 95%

FORMAT FOR FINANCIAL BID

S.NO.	Item/ Variety of production	Quantity of production per day	Infrastructure Usage Charges (to be quoted in Rs.)	
1	20 Ltr. 'JAL' Jar	Minimum quantity is 3000 per day fixed by DJB	Per 20 Lt. 'JAL' Jar for 3000 bottles/ day	
2	Carton containing (24 nos. of 250 ml) disposable glasses/ bottles	As per the requirement/ demand	Per carton of 24 x 250 ml disposable glasses/ bottles for 500 boxes	
3	500 ml water bottle	As per requirement/ demand	Per ltr. basis of water (for 500 ml, 1 ltr, 1.5 ltr. and 2 ltr. water bottles) with the available 50,000 litre of water.	
4	1 ltr. water bottle	As per requirement/ demand		
5	1.5 ltr. water bottle	As per requirement/ demand		
6	2 ltr. water bottle	As per requirement/ demand		

- Note : 1.** The infrastructure usage charges for per 20 lt. 'JAL' Jar will be evaluated for 3000 bottles (may be produced in one shift), the rate of the box of 24 nos. of 250 ml. disposable glasses/bottles will be evaluated for 500 boxes (may be produced in one shift) whereas per lt infrastructure usage charge for water for the preparation of 500 ml/1 lt/1.5 lt/2 Lt water bottles will be evaluated for 50,000 lt. of water which is available in one shift. However, total availability of water fro all above productions is 3.5 lacs litre per day (in three shifts). The vendor who will give the maximum infrastructure usage charges on this basis will be considered as H-1.
2. Except 3000 bottles of 20 lt. 'JAL' Jar which is mandatory per day for 300 days in a year as mentioned above, production of boxes of 250 ml Glasses / bottles and 500 ml/ 1 lt/1.5 lt/2 Lt of water bottles may be done as per the requirement / demand in view of detailed terms and conditions specified in the RFP.
3. All above blank spaces are to be filled by the Vendor.

DELHI JAL BOARD

SERVICE LEVEL AGREEMENT AND CONDITIONS OF CONTRACT

This agreement is made and signed on this the _____ day of _____, 2012 between

DELHI JAL BOARD, a Corporation incorporated under the _____ Act, having its registered Office at _____, duly represented by Sh _____, (designation) who is duly authorized to sign this agreement for and on behalf of Delhi Jal Board, hereinafter called the DJBs, (which expression, unless repugnant to the context, shall include _____ and

M/s _____, a (the type of Organisation) , having its office at _____, hereinafter called the Vendor (which expression, unless repugnant to the context, shall include _____)

Whereas Delhi Jal Board has an operational facility for treating, processing and packaging of drinking water (hereinafter called the Bottling Plant) located at its premises in Greater Kailash Part I, New Delhi and is interested in leasing out the said Bottling Plant to an outsourced agency for the purpose of treating, processing, bottling of water supplied by it and marketing it under the Brand name of ' JAL ' in the National Capital Region of Delhi (hereinafter called The Project)

Whereas the DJB had invited Expressions of Interest from the General Public for the purpose

Whereas M/s _____ had shown an expression of interest and made a bid for The Project

Whereas the Expression of Interest of the vendor was accepted by the DJB and the contract for The Project is being awarded to the Vendor by the Vendor

Whereas now therefore it is expedient to reduce the terms conditions of the contract into writing

Now therefore the DJB and the Vendor doth do agree to the following terms and conditions and bind themselves to these terms and conditions given below :

A. SERVICE AND OBLIGATIONS OF VENDOR

1. The Vendor is required to treat and process water as per BIS norms quality and package minimum 3000 nos. of 'JAL' Jars of 20 Lt. per shift or above as per the requirement/demand. Similarly, process and filter water to be packed in 250 ml disposable glasses/ bottles as per the requirement/demand in First phase whereas in the second phase process and filter water to be packed in additional bottles of 500 ml, 1 Lt., 1.5 Lt. or 2 Lt. as per the requirement/demand. The total availability of water per day is 3.5 lacs litre (both for First and Second Phase), at the bottling plant located at Greater Kailash Part-I, New Delhi.
2. Complete maintenance of Plant & Machinery including spares required for maintenance of the Bottling Plant given to them.
3. Distribution & Marketing of 20 ltr. 'Jal' Jars and glasses of 250 ml in the water scarcity areas and other areas of the city, from Jal Suvidha Kendras (hereinafter called JSKs) or other distribution center **at the price fixed by DJB and thereafter revised on the basis of RBI's Wholesale Price Index (w.p.i.) after every 1(one) year (i.e. Annual basis).**
4. Consumables required for filters, activated carbon and other consumables, if any, will be purchased by the Vendor from their own funds, as per specification given in Annexure-I.
5. All other inputs, including packaging material required for the packed drinking water of 20 ltr 'JAL' Jar and 250ml disposable glasses will be purchased by the Vendor from his own funds, as per specification given in Annexure-I.

6. Appointing & engaging all managerial, supervisory and labour staff as may be required at his own cost on his Pay Roll.
7. All loading & unloading charges and transportation costs for the packaged drinking water shall be borne by the Vendor.
8. The Vendor will run the plant for at least 300 days in a year in one shift daily.
9. All day to day maintenance & house-keeping expenses to maintain the Office, Store and other facilities at the plant, JSKs and other Distribution Centers shall be borne by the Vendor. However, the DJB shall install sub-meters at its cost for electricity at all their JSKs (Existing and proposed) and the expenses on account of electricity at such JSKs will be borne by the Vendor according to the sub-meter reading at the prevailing unit rate charged by the electricity supplier (DJB/ DESU). A separate a/c of electricity payment shall be maintained. If additional electricity load is required, Vendor may apply to DJB in one month advance. All Electricity bill shall be paid by Vendor on monthly basis.
10. Vendor shall be responsible for the maintenance & minor repairs of the Bottling Plant Building. All major repairs relating the Bottling Plant building shall, however, be the responsibility of the DJB.
11. Vendor must print Batch & Bottle Number on daily basis in addition to other mandatory information as per BIS norms and maintain records. A copy of production should be provide to DJB on daily basis whereas sale details may given on fortnightly basis. .
12. Cleaning of bottling plant and the bottles etc. will be the responsibility of the Vendor on day to day basis, as per BIS norms along with maintenance records.

13. The Vendor will make full arrangements for delivering the 20 ltrs. 'JAL' Jar and Cartons of 250 ml glasses/ bottles to the Distribution Center and JSKs i.e. by Auto Rickshaw, Tempo & Trucks etc. and to lift empty Jars on regular basis.
14. Electricity charges of the Bottling Plant including maintenance of electrical works shall be borne by the Vendor on actual basis & Electricity bill payment shall be made on monthly basis.
15. All Expenses of any new Distribution Center opened by the Vendor will be borne by him only.
16. The Vendor will provide 'JAL' Jars and Disposable glasses at all existing and proposed Jal Suvidha Kendras at the MRP rate of Rs. 45/- and Rs. 60/- per carton containing 24 nos. of 250 ml glasses/ bottles. Vendor must ensure sufficient stock of packaged drinking water at all Jal Suvidha Kendras (JSKs) both existing and proposed, at all the time. No willing consumer should go without getting packaged drinking water from all JSKs during 8 am to 8 pm on all 365 days except 3 (three) National holidays.
17. Experienced staff should be engaged, particularly in the processing and packaging of drinking water.
18. The Vendor will provide Medical Fitness Certificate of all staff engaged in the production every year as prescribed in the BIS norms.
19. Police verification, uniform code and identity card will be mandatory for all staff engaged in this project.
20. The expiry period of packaged drinking water will be 90 days from the date of packaging. Expired materials will have to be replaced by the Vendor, and the DJB shall not be responsible to replace the same and also maintain records of expiry materials and inform to Competent Authority on fortnightly basis. .

21. Vendor shall dispose off rejections & scrap on a regular fortnightly basis as per DPCC guidelines.
22. The Vendor will maintain water quality as per BIS norms under the supervision of quality control staff of the DJB delegated for the purpose by the DJB. The Vendor shall follow the guidance and procedures laid down by the BIS for the maintenance of this quality. He shall be responsible for maintaining the quality from the processing point to the delivery and to the end user according to the BIS norms.
23. The Vendor will be responsible to ensure all the bottles physically in respect of manufacturing defect, cap seal, batch no, price, bottle serial number, date of packaging & expiry date etc. at the time of delivery from the bottling plant or from the JSKs. In case of tampering of seal, presence of foreign material in water, leakage of water from the cap or any other manufacturing defect etc. the Vendor shall replace defective products immediately free of cost. All legal and other liability that may arise due to the above negligence shall be the onus of the Vendor.
24. The Vendor has the option to package & sell more drinking water according to Seasonal requirement, but the total production should not be less than the stipulated quantities mentioned in the first Paragraph of this Reference.
25. Vendor will need to maintain & provide the production report on daily basis and sale report and expired finished product on fortnightly basis to the DJB as per the Format given in Annexure-II
26. Replacement of any machinery that may be required during the tenure of the Agreement will be done by the Vendor at his own cost, subject to inspection by BIS before operation.
27. Vendor shall provide proof of quality & specification of the consumables, packing material etc. that are being used. Food grade certificates of

packing materials on each purchase as per the BIS norms are also required to be provided.

28. Vendor shall provide samples of Processed Water, Packaging Materials etc free of cost as and when required by the DJB on daily shift basis and also store each samples of each batch basis upto their expiry periods .
29. All statutory financial liabilities e.g. (Income Tax, Vat, GST, Service Tax, Excise and payment to Employees Benefit Funds etc.) arising out of the operation under the Agreement shall be the responsibility of the Vendor and the DJB shall not be responsible for the same under any situation including medical claim/ facilities during the working hour etc. .
30. **The Vendor shall have sufficient qualification /experience to maintain water quality in packaged drinking water according to BIS norms and also must engage competent professionals in purchase, production, marketing, distribution and maintenance of plant (their CVs may be attached)**
31. The authorized Vendor should have a Current Account in any Scheduled Bank, DVAT no., Income Tax PAN, TAN, ESI, PF number and Excise and/or Service Tax Registration and all other such Registrations as may be necessary.
32. The Vendor shall comply with all mandatory safety precautions required in the project.
33. Any damage caused to the DJB property/machinery during operation will be the sole liability of the Vendor.
34. The liability of any damage or loss in case of death or any injury to any personnel engaged in this project shall be the sole responsibility of the Vendor and the DJB shall not, in any manner be a party to or responsible for such damages or losses.

35. After completion of the agreement period, the Vendor will restore and give back the Bottling Plant to the DJB free of cost in running condition.
36. The Vendor will need to deposit an interest free earnest money of Rs. 2 (two) lacs, which shall be refunded after completion of tendering.
37. The Vendor will also need to furnish a Performance Guarantee by way of a continuing Bank Guarantee for Rs. 10 lacs for the tenure of the Contract period. It is better if the guaranty is for 11 years as the contract period is for 11 years. If required, it can be renewed every year but the renewal would be the responsibility of the Vendor and would need to be carried out in advance so that there is no gap during the 11 years' period in this context.
38. The Vendor will make the Payment to the DJB for infrastructure usage charges on monthly basis. In case Vendor fail to make the payment on monthly basis then Vendor will be liable to pay interest @ 2% per month to the DJB. In case he fails to make the payment in two months then necessary action will be taken against the firm including the termination of the agreement / contract.
39. The Vendor can not raise any demand in respect of this project in the future from the DJB, which is not mentioned in this document.
40. In the Second Phase, the Vendor shall use the Plant & Machinery to be installed for processing and packaging of disposable bottles of 500 ml, 1 litre, 1.5 litre and 2 ltr drinking water **at his own cost with the total available water of 3.5 lacs ltrs. per day for both the First and Second phase**, within one year after commencement of project under First Phase of this Agreement .
41. The entire inputs (raw material) required for the packaging of 500 ml, 1 ltr., 1.5 ltr. or 2 ltr. treated Drinking Water Bottle will be purchased by the Vendor from his own funds.

42. Raw water required for the process will be provided by DJB including leakage/ cleaning of bottles at the rate of 20% in first phase and 10% in second phase of total actual processed water. In case it is not available or production may be stopped as per the direction of the competent authority, quality of raw water may also be maintained with dilution of RO Water as per the requirement. In case the wastage is more than 20% in first phase and 10% in second phase, it will amount to production and charges will be taken accordingly per litrewise. Vendor may install equipments for zero wastage in this context.
43. The Vendor will compensate to the DJB for non-processing of drinking water specified in the RFP for the difference amount between actual production and minimum specified production in the RFP on yearly basis.
44. All the inputs (raw material) shall also comply with the specific standards according to the BIS norms and designing as per DJB norms - (refer Annexure-IV).
45. The Vendor shall pay not less than minimum wages to the labourer engaged by him on the work prescribed by The Minimum Wages Act, 1960 and shall comply with all the Industrial, Labour, Mercantile and other laws as may be applicable from time to time
46. Vendor is free to sale the water bottles of 500 ml, 1 ltr, 1.5 ltr and 2 ltr as per the market demand within the NCT of Delhi, whereas all other terms and conditions applicable for First Phase, will also apply for Second Phase of this Project.
47. The Vendor shall maintain the employment cards and will produce on demand for the inspection and checking by the Director of bottling plant or any other official appointed by the DJB in this behalf.
48. In respect of all Labour directly or indirectly employed in the work for the performance of the vendor part of this agreement the vendor shall

comply with cause to be complied with all the rules framed by the DJB from time to time for the production of health sanitary arrangement for workers employed by the DJB and its contractors.

B. SERVICE AND OBLIGATIONS OF DJB

1. The DJB will make available the Building and the Bottling Plant for the project in running 'as-is condition. The bidders can take a stock of the same at their level. The entire second phase installation of plant and machinery as per the BIS norms will be done by DJB.
2. The DJB will monitor the Water quality as per BIS norms on a regular basis by delegating their staff on their own Payrolls in two/ three shifts.
3. Raw water required for the process will be provided by the DJB. The DJB will compensate to Vendor in case raw water supply is reduced by more than 10%. The amount of compensation will be decided by Advisory Board of DJB.
4. The DJB will also delegate security personnel on their own Payrolls in three shifts (7X24).
5. Water scarcity zones and areas will be identified and decided by the DJB which may be changed from time to time, if required.
6. The DJB shall be responsible for providing and renewing of BIS, Industrial, DPCC Pollution and health MCD licenses at their cost.
7. Rupee one will be charged as license fee every year by The DJB from the Vendor for the Bottling Plant and also for each JSK.
8. The DJB will be responsible for major repairs required in the buildings of the Bottling Plant at Greater Kailash Part-I, New Delhi and JSKs.

9. The DJB shall construct the Building & provide the premises to the Vendor in the space available adjacent to the existing Bottling Plant with the Plant & Machinery installed/ erected there for second phase.
10. MRP for the packaged drinking water will be revised every year depending upon the RBI' Wholesale Price Index(w.p.i.). Infrastructure usage charges will also be increased in the same proportion. MRP and Infrastructure usage charges once decided will continue till any revision is done.
11. Transparency of bottle, physical appearance, shape and size of 20 Ltr 'Jal' Jar will be decided by the quality control staff of DJB according to the BIS norms.
12. The security money deposit for 20 ltr. Pet JAL Jar @ Rs. 140 per bottle for about 12000 approx. jars by the consumers will be handed over to the vendor, who will refund the security money to the consumers as and when required by them.

C. OTHER TERMS AND CONDITIONS

1. The Vendor has also the option to upgrade the existing Plant and Machinery installed at the bottling plant at Greater Kailash Part-I, New Delhi at his own cost for better performance with the permission of the DJB under the norms of BIS for packaged drinking water.
2. Cost of replacement and / or up-gradation of existing machinery will not be reimbursed to the Vendor at any time and such machinery will become part and parcel of the existing Bottling Plant to be restored and given back to the DJB free of cost in running condition at the end of the Contract period.
3. In Case the Vendor is found to be a defaulter in complying with the term and conditions of the Agreement during the period of work, the earnest money and performance guarantee lying with the DJB will be forfeited and the Agreement shall be terminated forthwith
4. The Vendor will be free to open more distribution centre at his own cost in addition to the JSKs & distribution centers of the DJB and sell the 'JAL' Brand of Packaged Drinking Water from such centers.
5. Vendor can sell the packaged Drinking Water from JSKs from 8.00 am to 8.00 pm only at DJB's fixed prices / MRP.
6. The Vendor may advertise for selling the Packed Drinking Water of the DJB for and on behalf of the DJB with the approval of DJB only, at his own cost. However, the Vendor is not authorised to give any statement to the Press/Media in connection with any activity under the Agreement without the written permission of The DJB.
7. The Vendor will have to undertake in addition to the Agreement on a Non-judiciary Stamp paper of Rs. 100/- that:
 - a. It will abide by all policies of the Delhi Jal Board.
 - b. It will not assign or purport to assign the benefit or agreement.

- c. It will not sell for resale outside Delhi.
 - d. It will not use the name or trademark of the DJB for its own purpose.
8. In case the Vendor is found incapable for performing his job or fail to comply terms and condition of this agreement during the period of agreement, the agreement can be terminated without giving any reason and the security deposited by the Vendor will be forfeited.
 9. The DJB can ask the Vendor to sell packed drinking water to the Govt. offices/ Govt. staff from bottling plant or JSKs as and when required at the same price fixed by The DJB for general public through JSK's.
 10. The tenure for agreement for packaging of 500 ml, 1 Ltr., 1.5 Ltr. and 2 Ltr. treated Drinking Water Bottles will be Ten years from the date of commencement of operation or till the completion of the Agreement whichever is earlier. Any fresh terms and condition that may be later agreed upon, relating to this project, shall be incorporated as an Addendum to this Agreement.
 11. All work under or in course of execution or executed in pursuance of the agreement, shall at all times be open to the inspection and supervision of the Director, Bottling Plant and / or his subordinates of the DJB and the Vendor shall, at all times during the usual working hours and at all other times at which reasonable notice of the intention of the said Director, Bottling Plant and / or his subordinate to visit the works shall have been given to the Vendor, himself or responsible agent be present to receive order and instructions, for that purpose. Orders given to the Vendor agent shall be considered to have the same force as if they had been given to the Vendor himself.
 12. In the event of the Vendor wanting to terminate the Agreement before the completion of its tenure, the Vendor shall give not less than three months notice in writing to the Director, Bottling Plant or his subordinate in charge for the termination of the agreement before

tenure of the agreement. Further Vendor shall be required to operate the Plant till the Director, Bottling Plant can make the alternative arrangements for its running/ functioning.

13. Present inventories i.e. 20 ltr Jar, 250 ml disposable glass, Bottles etc. lying with the Delhi Jal Board will be purchased by the Vendor at the price decided by the Advisory Board of the DJB and it will be mandatory on the part of Vendor to purchase them.
14. After completion of the agreement period, the Vendor will restore and give back the Bottling Plant to DJB free of cost in running condition. Any loss or damage will be chargeable and consumable item to be given back to DJB at the cost of mutually agreed amount to avoid any misuse.
15. Prior approval in writing of the Director, Bottling Plant/ Secretary, DJB shall be obtained before any change is made by the vendor in the constitution of the firm/company.
16. Any or all disputes, controversies and differences arising between the parties hereto out of or in relation to this Agreement or any breach thereof shall be finally settled by arbitration to be conducted in New Delhi by Chief Executive Officer, Delhi Jal Board.
17. Any dispute arising out of this or touching and/or concerning this agreement shall be subject to jurisdiction of Delhi Courts only.
18. Any letter, notice or other communications dispatched to the vendor either arbitration proceeding or otherwise whether through the post or through a representative on the address last notified to the DJB by the vendor shall be deemed to have been received by the vendor.
19. The vendor may have a sticker on the products produced by DJB and sold by the Vendor as '**Produced by DJB and marketed by Vendor**'

In witness whereof the above covenants, we the DJB and the Vendor both do hereby certify and confirm that the above terms and conditions of the Agreement have been explained to the Vendor who doth confirms that he has clearly understood them.

And in witness whereof, we the DJB and the Vendor do hereby put our hands in signature to the above Agreement. (other conditions of DJB work order 1-45 may also be signed by vendor)

Place : New Delhi

Date :

For on behalf of Delhi Jal Board
The DJB

()
Designation

For on behalf of _____
The Vendor

()
Designation

**Forming part of the above Agreement for the purpose of Paras
4 & 5 of the Obligations of the Vendor**

SPECIFICATIONS UNDER BIS NORMS

PET BOTTLE CAPACITY 20 LTR. FOOD GRADE AS PER BIS NORMS

Weight	710 +/- 10 gms.
Mouth Size	Standard
Height	56 mm.
Width	55 mm.
Transparency	90%

1. The material shall be conformed to IS-12252 with up-to-date amendment if any; food grade suitable for preventing possible adulteration or contamination of the water and supplier of the Bottle should be certified as ISO-9001.
2. The bottle shall be manufactured from virgin food grade material only.
3. The material shall also comply with the overall migration prescribed limits of the stimulant.
4. The bottle shall be free from any foreign odour.
5. The bottle design shall be such that is stable when kept in vertical position and of standard size as per BIS norms.
6. The neck bore diameter shall be of standard size.
7. Weight - The weight of each bottle must be 760gm +/- 10 gm.
8. Stability - Shall be stable at least 60 deg. Celsius.
9. Maximum Height Retention loss should not be more than 3%
10. The bottles shall be engraved / embossed as "DJB" on top near the neck and bottom.
11. Bottle should be unaffected against 2% detergent on washing.
12. The bottles should be cleared, transparent and transparency should be more than 90%
13. Life-Cycle: of each bottle shall not be less then 35-40 refilling regularly.

14. Migrations simulated of each bottle >34 mg/l surface of material 3.32 mg/dm².

CAP FOR 20 LTR. "JAL" JAR

LD Material (food grade) as per BIS norms, engraved with "DJB" on top of each Cap Weight 8.5 gm + /- 0.5 gm and should be leak proof.

250 ML DISPOSABLE GLASSES

1. Disposable PP Glass (Food Grade, capacity 250 ml) size height 9 cm, upper radius with rim 8 cm bottom radius 5 cm. Wt. of glass minimum 4 gms., Virgin material 100% transparent.
2. 3 layer laminated lid (FOOD GRADE) in 2 colour printing as per DJB approved design size 20 cm. width, thickness of film 70 microns. Printing colour should be confirmed to food grade.

CORRUGATED BOXES

Corrugated box for 24 x 250 ml. glasses (length 12", width 9" and Height 7.3" and partition 11' x 8" with 4 side single colour screen printing 3 ply size of Box as per DJB specifications, thickness 3 ply in 120 gm paper, brown colour.

FILTER CARTRIDGE

Description
Size-30" Long 5 micron type: Melt Blown
Size-30" Long 1 micron type: Melt Blown
Size-30" Long 0.50 micron type: Melt Blown
Size-30" Long 0.20 micron Type: Absolute Membrane : PVDF, Filtration area: 0.70 m ² /10', End Cap: DOE

ACTIVATED CARBON

Description
Having Iodine value 800 PPM. Suitable for color and chlorine removal present in water. After purification of water, pH should not exceed 7.0-7.5

STICKER

Size, shape and design of the sticker will be provided by DJB.

MACHINE SPARES

All genuine spare parts will be used for maintaining Plant & Machinery to keep in good condition.

500 ML TO 2 LTR BOTTLE

1. The material shall be conformed to IS-12252 with up-to-date amendment if any; food grade suitable for preventing possible adulteration or contamination of the water and supplier of the Bottle should be certified as ISO-9001.
2. The bottle shall be manufactured from virgin food grade material only.
3. The material shall also comply with the overall migration prescribed limits of the stimulant.
4. The bottle shall be free from any foreign odour.
5. The bottle design shall be such that is stable when kept in vertical position and of standard size as per BIS norms.
6. The neck bore diameter shall be of standard size.
7. Weight - The weight of each bottle must be as per BIS norms.
8. The bottles shall be engraved / embossed as "DJB" on top near the neck.
9. The bottles should be cleared, transparent and transparency should be more than 95%

