

RFP for Design, Build, Finance, Operate and Transfer of Public Toilet of Pondicherry Municipality on Public Private Partnership Basis

DISCLAIMER

The information contained in this Request for Proposal (“**RFP**”) document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of **Pondicherry Municipality (“PM”)** represented by its Commissioner (“**Authority**”) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided. This RFP is being issued by the Authority for selection of a concessionaire for Planning, Designing, Engineering, Finance, Construction, Operation and Maintenance of Public Toilet **at the North East Corner of Old Port Campus in Puducherry (“Project”)**. Interested Bidders are required to submit their bids to implement the Project.

This RFP document is not an agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide the Bidders with information to assist the formulation of their Proposal submission. This RFP document does not purport to contain all the information that Bidder may require. While the RFP has been prepared in good faith with due care and caution, the Authority does not accept any liability or responsibility for the accuracy, reasonableness or completeness of the information, or for any errors, omissions or mis-statements, negligent or otherwise, relating to any feasibility / detailed project report or any other reference document mentioned, implied or referred herein or pertaining to the Project. This RFP document may not be appropriate for all persons and it is not possible for AUTHORITY and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed project than others. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may appear in this RFP and is advised to carry out its own investigation into the proposed project, the legislative and regulatory regimes which applies there to and by all matters pertinent to the proposed project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the Project.

AUTHORITY and their employees and advisors make no representation or warranty and shall incur no liability under applicable law for any loss, expense or damage, accuracy, reliability or completeness of the RFP document, which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the information and any other information supplied by or on behalf of AUTHORITY or their employees, any consultants or otherwise arising in any way from the selection process for the Project.

No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which this RFP may be based. Liability therefore, if any, is hereby expressly disclaimed.

The Authority may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP as per its requirements.

The Authority further reserves the right not to proceed with the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a bid.

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

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The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid/ Proposal. No reimbursement of cost of any type will be paid to persons, or entities, submitting a bid/Proposal.

The Authority reserves the right to reject all or any of the Proposals submitted in response to this RFP at any stage without assigning any reasons whatsoever and the issue of this RFP does not imply that Authority is bound to select a Bidder as the concessionaire. PM shall not be liable for any costs or damages arising from the same. The Authority is also not bound to take any subsequent actions.

This RFP and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the project in accordance with RFP the information contained in the RFP shall not be divulged to any other party. The information contained in the RFP must be kept confidential.

Mere submission of a responsive Bid does not ensure selection of the Bidder as Concessionaire.

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SECTION 1

INVITATION FOR PROPOSAL

The Authority intends to develop a Public Toilet ("**Project**") at the North East Corner of Old Port Campus in the UT of Puducherry and invites proposals for Design, Build, Finance, Operate and Transfer ("**DBFOT**") basis through Public Private Partnership ("**PPP**") mode.

This RFP is for Operation and Maintenance of **Public Toilet at the North East Corner of Old Port Campus in Puducherry** and further the concessionaire can use the roof top and remaining permissible area of Open to Sky for Planning, Designing, Engineering, Finance, Construction, Development, for operation of a food court/restaurant/cafeteria/ indoor sports activities/ Gym Promotion activities through advertisements etc. **without collecting user charge for toilet facilities from public in any manner as the toilet facilities shall be provided to the public at free of cost by the Successful Bidder ("concessionaire")**

The Authority will enter into separate agreement with the **concessionaire** selected in accordance with this RFP. The agreement will be in the format specified by the Authority.

A "Two Stage" bidding process is being followed for selecting the Successful Bidder. The interested Bidders are supposed to submit the bids in accordance to the provisions of this RFP document and shall meet the minimum technical and financial capability criteria, as stated in the Notice Inviting Tenders ("NIT") advertisement published in the National dailies on 16.02.2019, and as provided herein. Pursuant to that, the Bidders would be evaluated on the basis of detailed technical and financial proposals and qualify for undertaking the Project as set out in this RFP. This qualification assessment would be carried out as part of the current bidding and evaluation process. The financial proposal of only those Bidders that possess the minimum technical requirements specified herein would be opened and evaluated.

The RFP document contains information about the Project, bidding process, submission, qualification, financial and technical proposal requirement.

The RFP submissions must be received online not later than 16.00 Hrs, on 27.02.2019.

**Commissioner
Pondicherry Municipality**

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SECTION 2

INTRODUCTION

The Authority as part of beautification and to render better public services, has decided to maintain and operate existing Public Toilet at three places in the UT of Puducherry **by inviting Bidders to develop a concrete revenue generation project at the top of the Public toilet and in the remaining permissible area of Open to Sky in order to maintain and operate Public Toilet at the North East Corner of Old Port Campus in Puducherry** through Public- Private Partnership (the “PPP”) on Design, Build, Finance, Operate and Transfer (the “DBFOT”) basis, and has, therefore, decided to carry out the bidding process for selection of an entity as the bidder to whom the Project may be awarded. Further details of the Project are available in the accompanying Information Memorandum of the Project.

The Bid Documents may be downloaded from the websites <https://pudutenders.gov.in> and <http://pdymun.in/> .

The Authority intends to qualify suitable entities (**the “Bidders”**) and select amongst them a Bidder for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.

The selected Bidder, who is either a company incorporated under the Companies Act, 2013 or a proprietary firm or partnership firm or Limited Liability Partnership or undertakes to incorporate as such prior to execution of the concession agreement (the “**Concessionaire**”) that shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a concession agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

The scope of work will broadly include designing and constructing revenue generating enterprise viz., a food court/restaurant/ cafeteria indoor sports activities Gym, Promotion activities through Advertisements etc. and the operation & maintenance of **Public Toilet at the North East Corner of Old Port Campus in Puducherry** thereof during the concession period.

The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession.

Please note that, the Commissioner, Pondicherry Municipality, Puducherry ("**Authority**") reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever.

The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligation or liabilities here under nor will it affect any rights of the Authority here under.

2.1 Currency and Language

1. Consultants shall express the price of their Assignment/job in Indian National Rupees (INR) only. The proposal and all correspondences and documents shall be written in English language. If any support document attached is translated and in case of any ambiguity the translation (original as translated by the Authority) shall prevail.

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2.2 Bid Processing Fees

1. All tenderers are required to pay an amount of Rs. 5,250/- (Rupees Five Thousand Two Hundred and fifty Only) (ie Cost of Tender Document + GST) towards Bid Processing Fees in the form of Demand Draft/Bankers Cheque drawn in favour of the "**Commissioner, Pondicherry Municipality**" and payable at Puducherry. The Bid Processing Fee is Non-Refundable. Non-submission of Bid Processing fee along with the Technical Proposal will be **treated as non-responsive bid.**

2.3 Bid Security

1. The Bidder shall furnish a Bid Security for Rs.1,00,000/- (Rupees one Lakh only) in accordance with the provisions of RFP. The Bidder has to provide the Bid Security in the form of Demand Draft/Bankers Cheque drawn in favour of the "**Commissioner, Pondicherry Municipality**" and payable at Puducherry.
2. No interest shall be payable by the Authority for the sum deposited as Bid Security.
3. The Bid Security of the unsuccessful bidders would be returned back within one month of signing of the contract with the Successful Bidder.
4. Any bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.4 Submission, Receipt, and Opening of Proposal: -

1. The Bidder shall provide all the information sought under this RFP through *the e-procurement portal of Govt. of Puducherry*. The Authority will evaluate only those BIDs that are received through online in the required formats and complete in all respects. Demand Draft/ Bankers Cheque towards payment of cost of Bid Processing Fees, Power of Attorney, etc. are alone received by hand in hard copies.
2. The Forms shall be filled by typing and signed in indelible blue ink, wherever necessary, by the authorised signatory of the Bidder.
3. The Bidder shall submit only one Technical Bid & Financial Bid in online only through e-procurement portal <https://pudutenders.gov.in> comprising of the all the documents along with supporting documents as specified in the RFP. However a hard copy of Technical bid and Bid processing fee/Bid Security in original shall be submitted as per Clause 3.19 of this RFP
4. THE TENDERER SHOULD READ THE INSTRUCTION GIVEN IN <https://pudutenders.gov.in> CAREFULLY AND KEEP READY THE FOLLOWING CERTIFICATES/ DOCUMENTS BEFORE FURNISHING THE DETAILS IN TECHNICAL BID. If the tenderer fails to produce any of the essential documents as specified below, their bid will be summarily rejected.
5. Letter of Proposal Submission.
 - i. Scanned Copies of registration certificate.
 - ii. Scanned Bid processing fee and Bid security.
 - iii. Scanned Copies of audited financial statements for last three years.
 - iv. Scanned Copy of PAN.

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v. Scanned Copy of GST registration number issued by the competent authority.

** All these documents should be uploaded with a valid digital signature of the competent/authorised person. (To avoid delay while uploading the documents the bidder shall scan the document with less resolution)*

6. The bidders will be able to download the Notice Inviting Tender / RFP and other related documents from the website viz., <https://pudutenders.gov.in> and <http://pdymun.in/> from the published date till the closing date of the tender.
7. The bidders should upload the bid documents and other supporting documents on line by verifying the tender assignment works from the web site, only after obtaining the valid Digital Signature Certificate (DSC).
8. The bidders who had downloaded the e-Tender Schedule from the website shall submit the bid online before the scheduled time of submission. Bid Processing fees are to be scanned and uploaded in the e-tender, in the original form along with the hard copy of the documents to be submitted to the Authority's Address in a sealed envelope super scribed as “**Bid Processing fee for the RFP**” on or before due date and time of opening of Bids as detailed in Clause 3.19 of this RFP.
9. Bid through any other mode shall not be entertained.
10. The Authority, at its discretion retains right, but is not obliged, to extend the Bid due date by issuing a corrigendum.
11. The RFP Document is uploaded in the website <https://pudutenders.gov.in> and in the website of Government of Puducherry <https://py.gov.in> The Applicants are advised to download the document and submit the technical and financial bids online in an encrypted format through e-procurement portal which is accessible through NIC: <https://pudutenders.gov.in> Under the e-procurement, the bidders are required to register on the CPP Portal using valid Digital Signature Certificate (DSC) and valid email address. It is not permissible to transfer this invitation to any other firm.
12. The Authorized Signatory holding Power of Attorney (PoA) or the person executing/delegating such PoA shall only be the Digital Signatory. In other cases, the Bid shall be considered non-responsive.
13. To participate in the bidding, it is mandatory for the Bidders to get registered their bidder with e-procurement portal of Govt. of Puducherry <https://pudutenders.gov.in> to have user ID & password which has to be obtained free of cost. Following may kindly be noted:
 - (a) Registration with e-procurement portal of Govt. of Puducherry should be valid at least up to the date of submission of BID.
 - (b) BIDs can be submitted only after the validity of registration.
 - (c) If the bidder is already registered in the e-procurement portal and validity of registration is not expired the bidder is not required a fresh registration.
14. For any Technical related queries about **bidding online**, please call 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787. International Bidders are requested to prefix 91 as country code. Or email to: support-eproc@nic.in, [support-](mailto:support-eproc@nic.in)

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eproc.pon@nic.in. The Contact details of the Local help desk - e-Procurement Cell 3rd Floor A Block Chief Secretariat Puducherry, 0413-2220225 and 0413-2220262 (Local help desk)

2.5 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Sl.No	Event Description	Estimated Date
1.	Start date for Downloading Bid Documents (RFP)	18.02.2019 from 15:00 hours
2.	Last date for receiving queries	22.02.2019 up to 17:00 hours
3.	Pre-Bid Conference	25.02.2019 at 11:30 hours
4.	Proposal Due Date (Bid submission Date)	01.03.2019 up to 16:00 hours
5.	Opening of Technical Bid	04.03.2019 at 16:00 hours
6.	Opening of Financial Proposal	Shall be communicated to shortlisted Bidders (Post opening of Technical Bid)
7.	Letter of Award (LOA)	Within 60 days from opening of Financial Bid
8.	Signing of Concession Agreement	Within 15 days of award of LOA

2.6 Pre-Bid Conference

- 1 The venue of the Pre-Bid Conference shall be:

**Venue: The Office of the Commissioner,
Pondicherry Municipality,
Kamban Kalai Arangam,
Lal Bhadur Sasthri Street,
Puducherry-605001, India.**

2. Bidders may send their queries to the Authority at least 2 (two) days prior to the date of Pre-Bid conference. The reply to the queries received till the stipulated date will be sent after the Pre Bid conference. The queries received after the prescribed date or Pre Bid conference will not be entertained by the Authority.
 - (i) The purpose of the Pre-Bid Conference will be to clarify and discuss issues with respect to the Project, the RFP or any other related issues.
 - (ii) The Bidder or his authorized representative is invited to attend a Pre-Bid Conference, which shall take place at the date and venue as prescribed above.

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- (iii) Applicants are advised to attend the Pre-Bid Conference. Subsequent to the date of the Pre-Bid Conference, the Authority shall not respond to questions or inquiries from any Bidder.
- (iv) The Tenderers will have to ensure that their queries for Pre-tender meeting reach the Commissioner, Pondicherry Municipality, by post, by Fax, e-mail on or before at least 2(two) days prior to the date of Pre-Bid conference. For any communication delay Authority shall not be responsible.
- (v) Replies to the queries will be posted in the official web site. Any modifications of the RFP document package, which may become necessary as a result of the Pre- Bid meeting, shall be through the issue of corrigendum and addendum which will be uploaded in the web site <https://pudutenders.gov.in> and <http://pdymun.in/> and the same will be part of tender document. Non-attendance at the pre-tender meeting will not be a cause for disqualification of a Tenderer. However, all clarifications and modifications presented in the corrigendum and addendum will be legally binding on all the Tenderers irrespective of their attendance at the Pre-Bid Conference.

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SECTION 3

INSTRUCTIONS TO BIDDERS

3.1 General terms of Bidding

1. No Bidder shall submit more than one Bid for the Project.
2. Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids.
3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
4. The Financial Proposal should be submitted in the format at Appendix-V, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
5. The Bid shall consist of a Premium to be quoted by the Bidder. The Premium shall be payable by the Concessionaire to the Authority, as per the terms and conditions of this RFP and the provisions of the Concession Agreement.
6. The validity period of the Bank Guarantee and refund of the Bid Security shall be for **180** days from the Bid due date. On the request from the Authority the Bidders would be required to extend the validity of Bid Security on the same terms and conditions.
7. The Bidder should submit a Power of Attorney as per the format at Appendix-IV, authorising the signatory of the Bid to commit the Bidder.
8. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
9. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
10. The document including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
11. A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid

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Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "**Damages**"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

12. Such Bidder or its Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or its Member thereof; or
13. Such Bidder or its Member thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
14. Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.
15. Other Bid conditions shall include:
 - (i) The Bidder is required to disclose any material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the last 5 years preceding the Bid Due Date.
 - (ii) The Bidder shall make a power point presentation on the Project to the Authority on the date and time specified in Clause 2.5.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
 - (iii) The Successful bidder shall provide Performance Guarantee (Security) of Rs.5,00,000/- (Rupees five lakhs) as per the format at Appendix-III before executing the Concessionaire Agreement which shall remain in force and effect for a period of 7 (**Seven**) years and the same may be returned back upon satisfactory completion of the contract after three months from expiration of the contract without interest. The Concessionaire should not claim interest on any account of this Performance Guarantee at any point of time.
 - (iv) **The Concessionaire shall not collect user charges from public in any manner as the toilet facilities shall be provided to the public at free of cost.**

3.2 Right to accept or reject any or all Bids

1. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

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- (i) At any time, a material misrepresentation is made or uncovered, or
 - (ii) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/improper response shall lead to the disqualification of the Bidder.
 - (iii) In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this RFP, Bidding Documents and/or the Concession Agreement, or otherwise.
2. The Bid Security shall be forfeited by the Authority in the following cases.
- (i) If the Bidder withdraws his Bid after Qualification Proposal opening and during the Bid Validity Period.
 - (ii) In case the Successful Bidder fails to sign the Concession Agreement within the specified time limit as given out in Clause 3.14.4 of the RFP or any extension thereof.
 - (iii) In case there are conditions proposed with the Qualification and/or Financial Proposals.

3.3 Clarifications

1. Bidders requiring any clarification on the RFP may notify the Authority in writing by speed post/ courier/ special messenger and by e-mail at least 2 (two) days prior to the date of Pre-Bid conference. The queries received after the prescribed date will not be entertained by the Authority. The Authority shall endeavour to respond to the queries or clarifications sought by the Bidders, but not earlier than Pre Bid Conference. The responses will be through addendum which will be uploaded in the web site <https://pudutenders.gov.in> and <http://pdymun.in/> and the same will be part of tender document.
2. The Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all

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Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

3.4 Amendment of RFP

1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum.
2. Any Addendum issued hereunder will be in writing and shall be uploaded in the web site <https://pudutenders.gov.in> and <http://pdymun.in/>
3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

3.5 Proprietary

1. All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bids. The Authority will not return any Bid or any information provided along therewith.

3.6 Late Bids

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

3.7 Contents of the Financial Proposal

1. The Financial Proposal shall be furnished in the format at Appendix–V and shall consist of a Support or Premium, as the case may be, to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the Premium offered by it to undertake the Project in accordance with this RFP and the provisions of the Concession Agreement.
2. Generally, the Project will be awarded to the Highest Bidder who will quote the highest Premium.
3. The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.
4. The proposed Concession Agreement shall be deemed to be part of the Bid.
5. **The bidder should quote the premium amount annually.**

3.8 Validity of Bids

The Bids shall be valid for a period specified in Clause 3.1.6. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

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3.9 Confidentiality

1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.
2. The selection process shall be governed by and construed in accordance with the laws of India and Courts at Puducherry shall have exclusive jurisdiction and all disputes arising under pursuant to and/or in connection with the Selection Process.

3.10 Eligibility of Bidders

1. For determining the eligibility of Bidders, the following shall apply:
 - (i) A Bidder shall be a Company registered in India, under the Companies Act, 2013 or a proprietary firm or partnership firm or Limited Liability Partnership.
 - (ii) The Bidder shall not be subjected to proceedings for declaration of being or declared bankrupt, being wound up, or having its affairs administered or conducted by any court.
 - (iii) The Bidder shall not have been declared, in the last 3 (three) financial years and as on Proposal due date by a court or other competent authority as being unable to pay its debts or having made any composition or arrangements with creditors or having had the repayment of its debts suspended in India.
 - (iv) The Bidder as on the Bid Due Date, shall not be convicted or otherwise not found responsible (or having any of its directors, partners, trustees, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations in India, which:
 - (a) are related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against the Bidder or any of its directors, partners, trustees, officers or managers.
 - (b) resulted in the permanent or temporary suspension of the rights of the Bidder to provide any service or carry on any type of business or operations.
2. To be eligible for qualification, a Bidder shall fulfil the following conditions of eligibility:
 - (A) **Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”), the bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, have
 - (i) developed such type of similar Eligible Project(s) and
 - (ii) the requisite Operation and Maintenance experience

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(B) Financial Capacity:

- (i) The Bidder shall have a minimum Net Worth (the “**Financial Capacity**”) of Rs.50,00,000/- (Rupees Fifty Lakhs) at the close of the preceding financial year.
- (ii) Minimum Annual Turnover in the last 3 (three) financial years preceding the Bid Due Date shall not be less than Rs. 20,00,000/- (Rupees Twenty Lakhs)

3.11 Evaluation of Bids

1. The Authority or authorised representative or the Committee constituted by the Authority shall open the Bids on the date and time of opening in the presence of the Bidders who choose to attend.
2. Bids for which a notice of withdrawal is submitted before the date and time of opening shall not be opened. The proposal (Qualification and Financial) should be unconditional and any conditionality attached with the Bid may result in the rejection of Bid.
3. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section.
4. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
5. Bidders are advised that qualification of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
6. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
7. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
8. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project while determining the Technical Capacity of the Bidder.
9. In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from determining the Technical Capacity of the Bidder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid.
10. For the purpose of Evaluation of Bids, the Authority shall evaluate the contents of the Bid and associated documentary proofs that have been uploaded by the Bidder on <https://pudutenders.gov.in> . It is further clarified that in the event of any discrepancy between the uploaded and the hard copy of the Bid, the uploaded one shall prevail.

3.12 Qualification (Technical) Evaluation

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1. Obtain not less than **70 marks** under the marking pattern below. Those Bidders who have secured less than 70 marks shall be treated as unsuccessful and will not be considered for further stage of evaluation.
2. The Bid Security will be returned to all those who are all considered as unsuccessful as above.
3. No further correspondence shall be entertained there after by the Authority.

Criteria	Range	Marks
<i>Financial Ability to Undertake the Project</i>		
Average Annual Turnover in the last 3 (three) financial years preceding the Bid Due Date (Max. Marks = 30)	Rs. 20 Lakhs to 50 Lakhs	10
	Rs.50.01 Lakhs and up to (inclusive of) Rs. 75 Lakhs	20
	Rs. 75.01 Lakhs and above	30
<i>Design and Project Development</i>		
Concept design of roof top (Max. Marks = 30)	Facades and Aesthetic design of roof top	12
	Provisions made for the convenience of users	6
	Resilience in design, in coastal environments	12
Innovation in design (open space + Built up area in G.F) (Max. Marks = 15)	Efficient utilization of space, Integration with toilet with maximum circulation space for public	15
Operation & Maintenance (Max. Marks = 25)	3 to 10 years' experience	15
	11 to 15 years' experience	25

4. This evaluation will be done in two (2) stages as explained below:
 - (i) In Stage I the Bid security and Bid Processing fee in Envelope shall be first checked. Bids without the appropriate Bid Security and Bid Processing fee will be rejected. Then the bids having valid Bid security and Bid Processing fee shall be checked for Qualification (Technical) Evaluation.
 - (ii) All Bids passing Stage I of the evaluation will be considered responsive enough to be considered for the next stage.
 - (iii) In Stage II of evaluation, the Financial Bid of those Bidders who have passed Stage I shall be opened and processed by the Authority or his authorised representative or a Committee constituted by the Authority in the presence of the Bidders or nominees of the Bidders, who choose to attend the same.

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3.13 Modification and Withdrawal of Proposals

1. No Proposal shall be modified or withdrawn by the Bidder after the Bid Due Date.
2. Withdrawal of a Bid during the interval between Bid Due Date and expiration of the Bid Validity Period would result in forfeiture of the Bid Security.

3.14 Qualification and Selection of Bidder

1. The Bidder whose Bid is adjudged as responsive and who fulfils the conditions of eligibility as specified in Clause 3.10, 3.11 & 3.12 and who quotes the **Highest Premium** offered to the Authority as per Clause 3.15 shall ordinarily be declared as the selected bidder (the “**Selected Bidder**”). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Financial Proposals.
2. In the event that two or more Bidders quote the same highest amount of Premium and tie between Bidders, the following procedure shall be adopted by the Authority to identify the Selected Bidder.
 - (i) In the event, the process in (1) above does not resolve the tie between Bidders quoted equal highest Premium, the Bidder with the highest marks obtained in Qualification (Technical) evaluation shall be declared as the selected Bidder.
 - (ii) In the unlikely event of two or more Bidders quoted equal highest Premium have the same marks, then the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
 - (iii) In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), the Authority may declare the Second Highest Bidder as the Selected Bidder.
3. After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
4. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within **15 (Fifteen)** days of award of LOA. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

3.15 Bid Parameter

1. The Bid shall comprise a **Premium** to be quoted by the Bidder in accordance with the provisions of the Concession Agreement. The Bidder who offers the **Highest Premium** shall

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ordinarily be the Selected Bidder. The Premium comprising the Bid shall be offered in accordance with the provisions of Clause 3.15.2.

2. The Bid for the Project shall comprise a Premium offered by a Bidder. The Bidder shall specify a Premium for the first year of operations of the Project, and which shall be increased for each subsequent year by 5% (five per cent).
3. The Premium of the Selected Bidder shall be paid to the Authority within **10 (Ten)** days from the date of executing the Concession Agreement for the 1st year and for the subsequent years the respective Premium amount shall be paid in the same date and month in which the Concession Agreement was executed.
4. The Concession Period shall be **7 (Seven)** years commencing from the date of executing the Concession Agreement and extension thereof if any shall be done on mutual consent at the end of Concession Period.

3.16 Bidder's Responsibility

1. It shall be deemed that prior to the submission of Bids, the Bidder has made a complete and careful examination of:
 - (i) The requirements and other information set forth in this RFP document.
 - (ii) The various aspects of the Project including, but not limited to the following:
 - (a) The Site, existing facilities and structures, access roads and public utilities in the vicinity of the Site;
 - (b) All other matters that might affect the Bidder's performance under the terms of this RFP, including all legal obligations, clearances, risks, costs, liabilities and contingencies associated with the Project.
2. The Bidder shall be responsible for all of the costs associated with the preparation of the Proposal and their participation in the selection process. Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.
3. The Bidder shall ensure that the bid is complete in all respects and conforms to all requirements indicated in the RFP document.
4. The Bidder shall obtain for themselves, at their own responsibility, all the information and data that may be necessary for submission of bid. The details provided in this RFP document, is intended to guide the bidders in preparing their proposal only. PM shall not stand guarantee for and shall not be held responsible for the veracity of the data related to cost and revenue, which have been made available in this document.
5. All the costs associated while preparation of bid, and undertaking any further studies and investigations shall be at the Bidder's own expense.

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6. Bidders should check the e-Procurement Portal frequently for Corrigendum/Amendment and the Authority shall not take responsibility for any slip/ignorance on the part of bidders.
7. All capital costs and consumption charges associated with power supply, water supply, taxes and any other services deemed to be required for design, build, operation and maintenance shall be at the cost of Bidder and the Authority shall not bear any cost on this account at any point of time.

3.17 Site Visit

1. The Bidders prior to submitting their Bid for the Project, are expected to visit and examine the project site and the site surroundings at his/her/their own expenses, as the site will be offered on an “as is where is” basis and ascertain, on their own responsibility, information, technical data, traffic data, market study, etc. including actual condition of existing services which may or may not have to be shifted/removed/replaced etc.
2. The Bidder shall be deemed to have full knowledge of the site whether he/she/they inspects it or not.

3.18 Familiarity with Clearances:

1. The Bidder should be familiar with the clearances required from various authorities to commence work. A Bidder shall be deemed to have carried out preliminary checks with relevant authorities.
2. The Authority shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. Proposals that are not substantively responsive to the requirements of this RFP document will be rejected.

3.19 Hard Copy for Qualification (Technical) Bid

1. The Technical Bid shall be sealed, marked and submitted as explained below:
 - (i) Envelope No.1 containing the Bid Security and Bid Processing Fee shall be marked as “Bid Security Deposit and Bid Processing fees”.
 - (ii) Envelope No. 2, duly marked as “QUALIFICATION (TECHNICAL) BID” shall contain the following:
 - (a) Letter comprising the Bid (As per Appendix-I)
 - (b) Particulars of the Bidder, Technical/Financial Experience of the Bidder (As per Appendix-II)
 - (c) Power of Attorney for signing of Bid (As per Appendix-III)
 - (d) Xerox copy of RFP Document duly signed (on each page) by an authorized representative as a token of acceptance.

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2. All the above envelopes shall be enclosed in an outer cover/ envelope marked as “RFP for Design, Build, Finance, Operate and Transfer of Public Toilet of Pondicherry Municipality on Public Private Partnership basis.
3. The Outer envelope shall be addressed to: **The Commissioner,
Pondicherry Municipality,
Kamban Kalai Arangam,
Lal Bhadur Sasthri Street,
Puducherry-605001, India.**

3.20 Terms and conditions to the Successful Bidder

1. The Successful Bidder shall take certification for structural safety of installation of structures on roof top or in any form acceptable to the Authority from a reputed technical institution as prescribed by the Authority.
2. At the end of the Concession Period the Project shall be transferred back to the Authority, in accordance with the provision of the Concession Agreement that will be executed in the format prescribed by the Authority.
3. The Bidder should note that there will be no transfer in title to the land on which the Project is being developed. The land comprising the Site of Project shall continue to vest with the Authority or the relevant government agency, as the case may be.
4. The Bidders must note that they would be required to follow the applicable law for design, construction and operation of the Project, including local building by-law requirements and other statutory rules/ regulations and other prevalent applicable regulations.
5. Bidders are required to carry out their own due diligence for the potential revenue generated from the Project. The Authority shall not take any kind of responsibility whatsoever for the revenue generated from the aforesaid sources.
6. The Authority proposes to select a Successful Bidder for taking up the Project in DBFOT mode in accordance with the provisions of the Concession Agreement, which shall have a predetermined Concession Period starting from the date conditions precedent specified in the Concession Agreement are satisfied (such date being hereinafter referred to as the “Compliance Date”).
7. The proposed sites for project development shall be licensed to the Concessionaire for the purpose of development of the Project as per the approved scope. The Concessionaire shall develop the Project and thereafter, operate and maintain it throughout the Concession Period. The act of granting permission to develop the Project at the Site and to sub - license the use of the Project Facility or any part thereof shall not vest or create any proprietary interest in the Site or the infrastructure comprising the Project, or any part thereof including any permanent fixtures, fittings, etc. installed at the location of the Site in favour of the Concessionaire or any sublicensed(s).

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8. The Concessionaire shall be entitled to sub - license the built up space subject to the approval of the Authority in this regard from time to time.
9. At the end of the Concession Period,, by efflux of time or premature termination for any reason whatsoever, all rights given under the Concession Agreement shall cease to have effect and the possession of the Site and the entire assets of the Project including all infrastructure and facilities developed in relation thereto shall transfer back to the Authority at no cost to the Authority. All the immovable assets attached to the Project/Project Site shall revert to the Authority without any obligation on the Authority to pay or adjust any consideration or other payment to the Concessionaire.
10. If during the Concession Period any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the Concessionaire and the Authority shall not be liable for any such claims. The Concessionaire shall be responsible for the payments arising out of any third-party claims. The Concessionaire is advised to procure insurance for meeting such liabilities at his own cost.

3.21 . Operation And Maintenance

The Concessionaire shall Operate and Maintain the **Public Toilet at the North East Corner of Old Port Campus in Puducherry** by utilizing the roof top and remaining permissible area of Open to Sky for Planning, Designing, Engineering, Finance, Construction, Development, for operation of a food court/restaurant/cafeteria / indoor sports activities/ Gym Promotion activities through advertisements etc. **without collecting user charge for toilet facilities from public in any manner as the toilet facilities shall be provided to the public at free of cost.**

The following parameters shall be ensured while operating and maintaining the modular public conveniences.

1. The concessionaire shall not collect any fee from the users of the public convenience. The Concessionaire may generate revenue as per the terms of this RFP.
2. The concessionaire shall factor-in the following functional requirements for the facility:
 - i. The additional structures to be built by the concessionaire on roof top of the toilet building should not affect the existing structure of the building and its strength. It should also not affect the facade of the existing building.
 - ii. The Public Convenience shall be in operation 24X7 and shall be operated in a safe and responsible manner without any inconvenience or danger to the public.
 - iii. The Concessionaire should arrange and ensure for 24x7 water and power supply on his own. The Authority shall provide all assistance in getting various clearances from Government agencies. The power, water and drainage charges for maintenance of facility shall be borne by the Concessionaire and will have to be paid directly to the concerned authorities.
 - iv. Lighting system should be adequate and all fixtures should be vandalism-proof. The lighting arrangement shall be fully functional at all times with requisite lighting

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density as per applicable codes and standards. Electrical safety is to be ensured for users as well as concessionaire's staff.

- v. Water for closets shall be operated by flushing /water less arrangement. Necessary provision to facilitate this shall be made by the Concessionaire.
- vi. The Concessionaire shall ensure cleaning of the facility as per the service standards and time schedule provided in the Appendix -V. Dedicated cleaning staff shall be provided by the Concessionaire for each location. Concessionaire shall ensure that the toilet is properly cleaned regularly and maintained in hygienic conditions. Also the Concessionaire will ensure that quick cleaning is carried out by the attendant of the public convenience after each use. The consumables required for cleaning & operation of Toilet shall be ensured.
- vii. The Concessionaire shall install litterbins near the facility and disposal of the collected waste shall be the responsibility of the Concessionaire. The solid waste collected in the Toilet shall be regularly removed and disposed in proper manner as per MSW Rules.
- viii. The safety and security facility rests with the Concessionaire. Concessionaire shall deploy staff for each toilet who shall be responsible for maintenance of basic sanitary condition inside and around the toilet, security and safety of toilet, regular removal of waste, maintain complaints and suggestion book, reporting of problems, if any, etc. It is suggested that a female attendant is available during the working hours so as to look after the female section of facility. The personnel deployed shall be in proper uniform and should be trained by the concessionaire regarding his duties as well as for dealing with public.
- ix. The maintenance will include routine and periodic maintenance works in the facility but shall not be limited to the following: Civil, electrical and mechanical works for the facility, equipment maintenance and servicing. Any unserviceable fittings or fixtures shall be replaced by the concessionaire within 24 hours. In case of loss due to theft or damage to the assets created in the facility, the concessionaire shall be responsible for making good the same immediately at his own cost and continue to keep the facility operational and available for public use. Non-conformance of the above shall invite penalties as per the applicable clause of this RFP.
- x. Maintain a suggestion and complaints book in each of the facilities and the copy of the same should be submitted to Concession Authority every month.
- xi. Each toilet shall clearly display the information inside as well as outside prescribed as in the above section. These signages shall be properly maintained to ensure clear visibility and proper aesthetics. In case of any damage to information panels, the concessionaire shall immediately (within 3 days) repair/ replace them.
- xii. Concessionaire shall not allow any posters or stickers of any kind to be placed inside or outside the Toilet by any private person other than those allowed to the Concessionaire by the Municipality. In case it happens, it shall initiate lodging FIR against the defaulters under the Prevention of defacement of public Property Act and take further action for removal of the said posters/ stickers.

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- xiii. Equipments such as fire-fighting equipments, Inverters, etc. installed in the Toilet shall be regularly serviced as per the technical schedules and kept in proper operational condition
- xiv. Concessionaire shall deploy, one vehicle containing Jetting cum- suction machine, water-tank, Cleaning Agents/ chemicals, Disinfectants, Stain removing chemicals, Spare consumables, spare Fittings & Fixtures, sanitation-cum maintenance staff, Mopping equipments, Brushes, Brooms, Vacuum cleaner, etc. which can undertake a thorough cleaning-cum-maintenance of the toilet. While the basic cleaning of the toilet would be undertaken by the person deployed at the toilet; each toilet shall be subject to thorough cleaning-com-maintenance at least once a day. For Toilet having heavy footfall, the frequency of thorough cleaning-cum-maintenance shall be increased for proper maintenance of sanitation.
- xv. Annual repairs and maintenance of works including white washing, colour washing, painting etc., on walls, floor, windows, etc. fixing of faulty water / power / lighting fixtures, signage's etc.
- xvi. Adequate fire safety measures shall be installed.
- xvii. All activities of the Concessionaire shall be within the space allotted by the Authority. Nothing shall be installed/erected/constructed outside the permissible space.
- xviii. Concessionaire can display advertisements on the permissible space of the facility (i.e., the advertisement / hoarding can only cover the toilet premises and not extend beyond it) for generating revenues. The display of advertisement shall be as per the requirements the Pondicherry Municipality. The Advertisement content shall be as per the rule of land and shall not offend the religious and cultural sentiments.
- xix. The Concessionaire shall design and provide a system where the users or Authority can lodge their complaints through telephone, sms, and e-mail regarding functioning, status or condition of any facility. All such complaints registered shall be properly recorded and monitored for addressing them within 48 hours. The Complaints/ Suggestion book maintained by the toilet attendant should also be examined on daily basis and issues raised addressed. Concessionaire shall submit a monthly report of complaints received and their redressing.
- xx. The Nodal Officer appointed by the Authority shall monitor all the activities of Operation and Maintenance and his decision will be final and binding in case of any deficiencies on the part of Concessionaire.

3.22 . Penalties

Penalties will be imposed to the Concessionaire on failure to abide by the terms set out in the RFP/agreement. These violations are categorised for the period of operation and maintenance. Penalties will be deducted from the performance security deposit as detailed below.

Table-1: Penalties in the Operation and Maintenance Phase

PENALTY STAGE	VIOLATION	DEDUCTION
O	No problems	Appreciation
A	Negligible	1% *

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B	Minor	5% *
C	Moderate	10% *
D	Major	15% *
E	Severe	25% *
	4*E in 6 months	100% *-Terminate contract

Note: * Percentage of the performance security deposit.

Table-2: Defaults in the Operation and Maintenance Phase

No.	Defaults	Penalties
1.	Failure to Commission & operate within 2 months of handing over the site.	1 % of the performance security for every week up to a maximum of 5%. Failure to complete after one month will lead to take over of the site as well as withdrawal of advertisement rights
2.	Failure to pay concession fee (Premium) in time	For delay up to 1 month, interest @ 18% per annum. Beyond 1 month, cancellation of license for the site, Takeover of structure, if any, as well as withdrawal of advertisement rights.
3.	Closure of a toilet for any reason (or non - operational toilet) [except in case of major repair/renovation which shall not exceed 3 days]	Up to 1 month – Rs 5000/-per day for each such toilet. Beyond 1 month, cancellation of license for the site, Takeover of structure, if any, as well as withdrawal of advertisement rights from the site.
4.	Non-maintenance of operational timings	Rs. 1000/-per day for each facility [Whenever the toilet operational time is more than 1 hour less than prescribed]
5.	Violation of Advertisement Policy.	Cancellation of license for the site, Takeover of structure, if any, as well as withdrawal of advertisement rights from the site.
6.	Charging from users	Rs 1000/ -per incident
7.	Construction not as per design/ standards	Rs. 1.00 Lakh for each such facility. In case of failure to bring it as per the design/ standards, cancellation of license for the site, Takeover of structure, if any, as well as withdrawal of advertisement rights from the site.
8.	Improper construction practice (such as improper storage/disposal of malba, unhygienic conditions during construction/ improper or inadequate restoration etc)	Rs. 2000/-per incidence. In case of failure to correct the practices cancellation of license for the site, Takeover of structure, if any, as well as withdrawal of advertisement rights from the site.
9.	Failure to redress public complaints.	Except for force majeure condition, Rs 500/-per complaint.

3.23 Fraud and corrupt practices

1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be,

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without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

2. Without prejudice to the rights of the Authority under Clause 3.16.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
3. For the purposes of this Clause 3.16, the following terms shall have the meaning hereinafter respectively assigned to them:
4. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted in RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
5. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
6. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
7. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any

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manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

8. “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

APPENDIX-I

Dated:

To,

**The Commissioner,
Pondicherry Municipality,
Kamban Kalai Arangam,
Lal Bhadur Sasthri Street,
Puducherry-605001,
India.**

Sub: Bid for the Planning, Designing, Engineering, Finance, Construction, Development, Operation and Maintenance of Public Toilet at the North East Corner of Old Port Campus in the UT of Puducherry.

Dear Sir,

With reference to your RFP document dated, I, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. I acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Concessionaire for the design, development, finance, construction, operation and maintenance of the aforesaid Project.
4. I shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I declare that:

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- (i) I have examined and have no reservations to the Bidding Documents, including any Addendum/Corrigendum issued by the Authority; and I We do not have any conflict of interest of the RFP document; and
 - (ii) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 3.16 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public-sector enterprise or any government, Central or State; and
7. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
 8. I certify that in regard to matters other than security and integrity of the country, have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 9. I have not been charge-sheeted by any agency of the government or convicted by a Court of Law.
 10. I further certify that no investigation by a regulatory authority is pending either against us.
 11. I have studied all the Bidding Documents carefully and also surveyed the site conditions, footfalls, locations, surroundings, climate/weather data, availability of power, water and other utilities for construction as well as O&M, access to site/s, handling and storage of materials, applicable laws and regulations etc. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
 12. The Premium has been quoted by me after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs & demand and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
 13. I agree and undertake to abide by all the terms and conditions of the RFP document.
 14. I shall keep this offer valid for **180** (one hundred and eighty) days from the Bid Due Date specified in the RFP.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place:

Name and seal of Bidder

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APPENDIX-II

Annex-I:

Particulars of the Bidder:

1. (a) Name:

(b) Address of the corporate headquarters and its branch office(s):

(c) Date of incorporation:

(d) Legal Status (Company/Partnership/Proprietary firm):

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:

(a) Name:	(d)Address:
(b) Designation:	(e)Telephone Number:
(c) Company:	(f)E-Mail Address:

4. Particulars of the Authorised Signatory of the Bidder:

(a) Name:	(c)Address:
(b) Designation:	(d)Telephone Number:

Annex-II:

Financial Capacity of the Bidder:

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Criteria	Year	Amount in Rs.
<i>Financial Ability to Undertake the Project</i>		
Annual Turnover in the last 3 (three) financial years preceding the Bid Due Date	2017-18	
	2016-17	
	2015-16	
Net Worth at the close of the preceding year	2017-18	

Technical Capacity of the Bidder/Design and Project Development:

Criteria	Sub criteria
Concept design of roof top & open space	Design of the Cluster (Indoor + Outdoor facades & aesthetics)
	Convenience of users
	Universal accessibility
	Context sensitive design
	Resilience in design, in coastal climate
Innovation in design (open space + Built up area)	Efficient utilization of space, Integration with toilet.
Operation & Maintenance of Commercial space	3 to 10 years' experience
	11 to 15 years' experience
Approach & methodology	Implementation schedule & timeline etc.

Note: Bidders should provide necessary documents to prove technical capacity.

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APPENDIX-III

Bank Guarantee for Bid Security

B.G. No.: **Dated:**

In consideration of you, The Commissioner, Pondicherry municipality, Kamban Kalai Arangam, Lal Bhadur Sasthri Street, Puducherry-605001, India. (Hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of..... (a proprietary firm/ a partnership firm/Limited Liability Partnership/ a company registered under the Companies Act of 2013) and having its registered office at (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns), for concessionaire for Planning, Designing, Engineering, Finance, Construction, Development, Operation and Maintenance **of Public Toilet at the North East Corner of Old Port Campus in the UT of Puducherry** (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs.____ Lakhs (Rupees-----), (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

1. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set

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forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.5.00 Lakhs (Rupees Five Lakhs).

3. This Guarantee shall be irrevocable and remain in full force for a period of **180** (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of **60** (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
4. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. **We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.**
9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the

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said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

12. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. _____ (Rupees _____). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before (Indicate date falling 180 days after the Bid Due Date).

Signed and Delivered by Bank

By the hand of Mr./Ms, its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

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APPENDIX-IV

Power of Attorney for signing of Bid

Know all men by these presents, I,

.....
(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. (Name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Planning, Designing, Engineering, Finance, Construction, Development, Operation and Maintenance of **Public Toilet at the North East Corner of Old Port Campus in the UT of Puducherry** Project proposed or being developed by the Pondicherry Municipality ("**the Authority**") including but not limited to signing and submission of all bids and other documents and writings, participate in bidders' and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

IN WITNESS WHEREOF I,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS

..... DAY OF, 20.

For.....

(Signature, name, designation and address)

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Witnesses:

- 1.
- 2.

Accepted Notarised

(Signature, name, designation and address of the Attorney)

APPENDIX-V

Format for the Financial Proposal

To be submitted on the Letter Head of the Bidder, only online in <https://pudutenders.gov.in>

To,

**The Commissioner,
Pondicherry Municipality,
Kamban Kalai Arangam,
Puducherry-605001, India.**

Sub: Financial Proposal for Planning, Designing, Engineering, Finance, Construction, Development, Operation and Maintenance of Public Toilet at the North East Corner of Old Port Campus in the UT of Puducherry.

Dear Sir,

With reference to your RFP document datedI, having examined the Bidding Documents and have understood their contents.

I/ We hereby submit the following Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement:

I offer a Premium^{*} of Rs..... (Rupees.....) per Annum.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder/Lead Member

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* The Premium is an annual amount to be paid by the Concessionaire to the Authority. The Bidder shall specify a Premium for the first year of commercial operations of the Project, and which shall be increased for each subsequent year by an additional 5% (five per cent)

**APPENDIX-VI
PRESCRIBED SERVICE STANDARDS FOR OPERATION AND
MAINTENANCE OF THE PROJECT**

Table-1: Maintenance of the Public Convenience.

Sl. No	INDICATORS	RAW SCORE					
		0	1	2	3	4	5
1	Advertisement panels	Restricted to allowable area, backlight working, panels clean	Panels not clean	Panels cracked/missing	Back light not working	More than allowable area	More than allowable area, back light not working, panels not clean
2.	Housekeeping staff	Adhere to dress code, have name tags, good behavior	-	-	Rude/ Impolite	Do not have name tag clearly displayed	Not in stipulated dress code, do not have name tags, rude/ impolite
3	Site (exterior as defined in design)	Site is clean, clear of obstructions	-	Site has obstructions	Site is not clean	Site is not clean, has obstructions	Site is not clean, has obstructions, damaged/ tiles broken

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4	Faucet	Faucet is clean, not broken/leaking/missing, Water in faucet	Faucet not clean	-	Faucet broken		No water in faucet, Faucet missing
5	Vermin/Insects	Absence of Vermin/Insects	-	-	-	-	Presence of vermin
6	Illumination	Working	-	-	-	-	Not working
7	Disposal bin	Disposal bin is not broken, not overflowing, Exterior surface is clean	Exterior surface is not clean	-	-	Disposal bin is overflowing	Disposal bin is broken/missing
8	Drainage/Outlet	Drain not blocked, Cover fixed and clear	Cover not fixed but clear	-	Cover missing	-	Drain blocked and overflow inside the toilet
9	Smell/Odour + Ventilation	Odourless, well ventilated	Ventilation Mechanism not working	-	Odour moderate	-	Strong odour, Ventilation Mechanism not working
10	Walls (interior)	Clean of graffiti/cobwebs/dirt	Not clean on one wall	Not clean on two wall	Not clean on three wall	All walls dirty or defaced	Stains old
11	Floor	Completely dry and clean	There is fluid, no faeces	-	Faeces in one spot	Faeces in more than one spot	More than 25% of the area is covered with fluid and / or faeces
12	Complaints	No Complaints	Complaints not		Complaints with not		Complaints not addressed

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			addressed in 24 hours		addressed in 48 hours		addressed in 96 hours
13	Water Closet/ Urinal	Completely clean	Bowl is dirty	Seat is Wet/ Soiled	Bowl is missing	Bowl is broken	Bowl broken, Seat missing
14	Door	Door clean, not broken, has lock	Door does not have lock	-	-	Door is broken / unhinging	No door
15	Water in wash basin with tap	Wash basin is clean and not broken, Tap is not broken/ leaking/ missing, Water in tap	Wash basin not clean	Tap leaking	-	No water in tap	Wash basin missing, Tap missing
16	Flush	Lever not broken, water in cistern	-	-	-	-	Lever broken, Not working/ Broken/ Missing, No water in cistern
17	Opening hours	24 hours	-	-	-	-	closed

The maintenance of the Toilet will be regularly monitored daily and the performance of the concessionaire will be evaluated on the basis of the following criteria.

1. Performance Indicators

The Toilet must be operational 24 hours a day. The maintenance schedule should be provided to the Authority in advance so that performance audits take that into account. The criteria stated above are subject to change. Changes can be proposed by the Authority. All changes in the criteria must be approved by the Authority. The concessionaire will be intimated of changes one month prior to implementation of changes. On the basis of the performance audit, the team appointed by the Authority will prepare monthly report cards for each location of toilet **on monthly basis**. The format will be as shown below.

Table-2: Performance Audit Report Card.

SLNo	ELEMENT	WEIGHT	RAW SCORE	WEIGHTED SCORE
1	Advertisement panels	1		
2	Housekeeping staff	1		
3	Site (exterior as defined in design)	1		

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4	Faucet	2		
5	Vermin/Insects	2		
6	Illumination	3		
7	Disposal bin	3		
8	Drainage/Outlet	3		
9	Smell/Odour + Ventilation	3		
10	Walls (interior)	3		
11	Floor	3		
12	Complaints	3		
13	Water Closet/Urinal	4		
14	Door	4		
15	Water in wash basin with tap	4		
16	Flush	5		
17	Opening hours	5		
	TOTAL PERFORMANCE SCORE			

The weight for each performance indicator has been pre-determined by Authority based on the priority of service parameters and is determined by the consequence of performance that is less than ideal. This is listed below

Table-3: Consequences of less than Ideal Performance

WEIGHT	VIOLATION	CONSEQUENCE
1	Negligible	Slight inconvenience
2	Minor	Some inconvenience
3	Moderate	Moderate inconvenience
4	Major	Severe inconvenience
5	Extreme	Not fit for use

A raw score will be inserted following the audit and a weighted score assigned to each indicator. The sum of the weighted scores will be used to determine the level of performance and the penalty stage as per Table 4.

Table 4: Penalty Stage

WEIGHTED SCORE	PENALTY STAGE
0	O
1-50	A
51-100	B
101-150	C
151-200	D
201-250	E
4*E in 6 months	Project termination

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The penalty stage will be used to estimate the penalty for each audit period **(One Month)** and the penalty to be levied will be as per Clause 3.22.

2. Acceptable Downtime

Service deficiencies shall not be accepted, however to accommodate for the logistics and other operational contingencies, downtime to the extent mentioned in the table below shall not be considered for invoking penal clauses. This table illustrates the acceptable downtime in service provision for the failures of the different activities.

Sl.No.	Item	Time Frame
1.	Water Shortage	6 hours in case of a day. 12 hours otherwise.
2.	Pipe Rupture (Internal)	1 day
3.	Sewage block	1 day
4.	Absence of staff	4 hours
5.	Plumbing faults	6 hours

3. ALCOHOL CONSUMPTION & NUISANCE

Though implied, the Authority explicitly disallows the consumption of alcohol by the employees manning the toilet during office hours. Any incidence shall be dealt with severely including the right to terminate the contract.

4. EMPLOYEE WELFARE & INSURANCE

The Concessionaire shall make sure that all the employees in the operation are eligible for health insurance. They shall also comply with the minimum employee benefits, EPF benefits and leave as entitled by law.

5. EQUIPMENT & FACILITY INSURANCE

The Concessionaire shall take insurance for all the equipment and facilities.

6. PERIODIC MEETING

The Authority will hold periodic meetings to discuss the construction and operations, both during and post the implementation. Any issues that need the intervention of the Authority should be brought up immediately.

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Municipality on Public Private Partnership Basis**

APPENDIX-VII

1. LOCATION MAP

RFP for Design, Build, Finance, Operate and Transfer of Public Toilet of Pondicherry Municipality on Public Private Partnership Basis

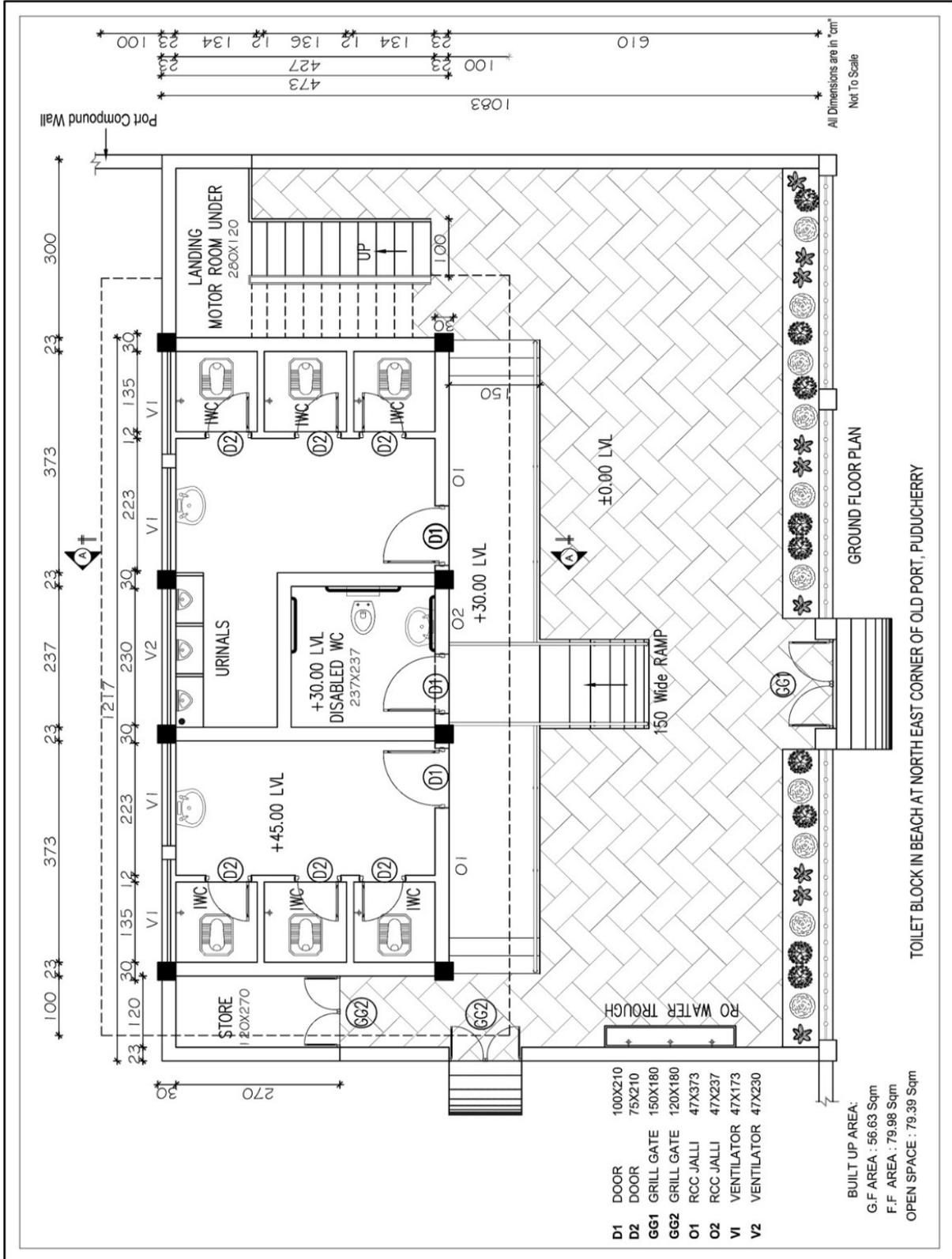
PONDICHERY MUNICIPALITY LOCATION MAP



2. PLAN OF OLD PORT TOILET BLOCK

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(A). GROUND FLOOR

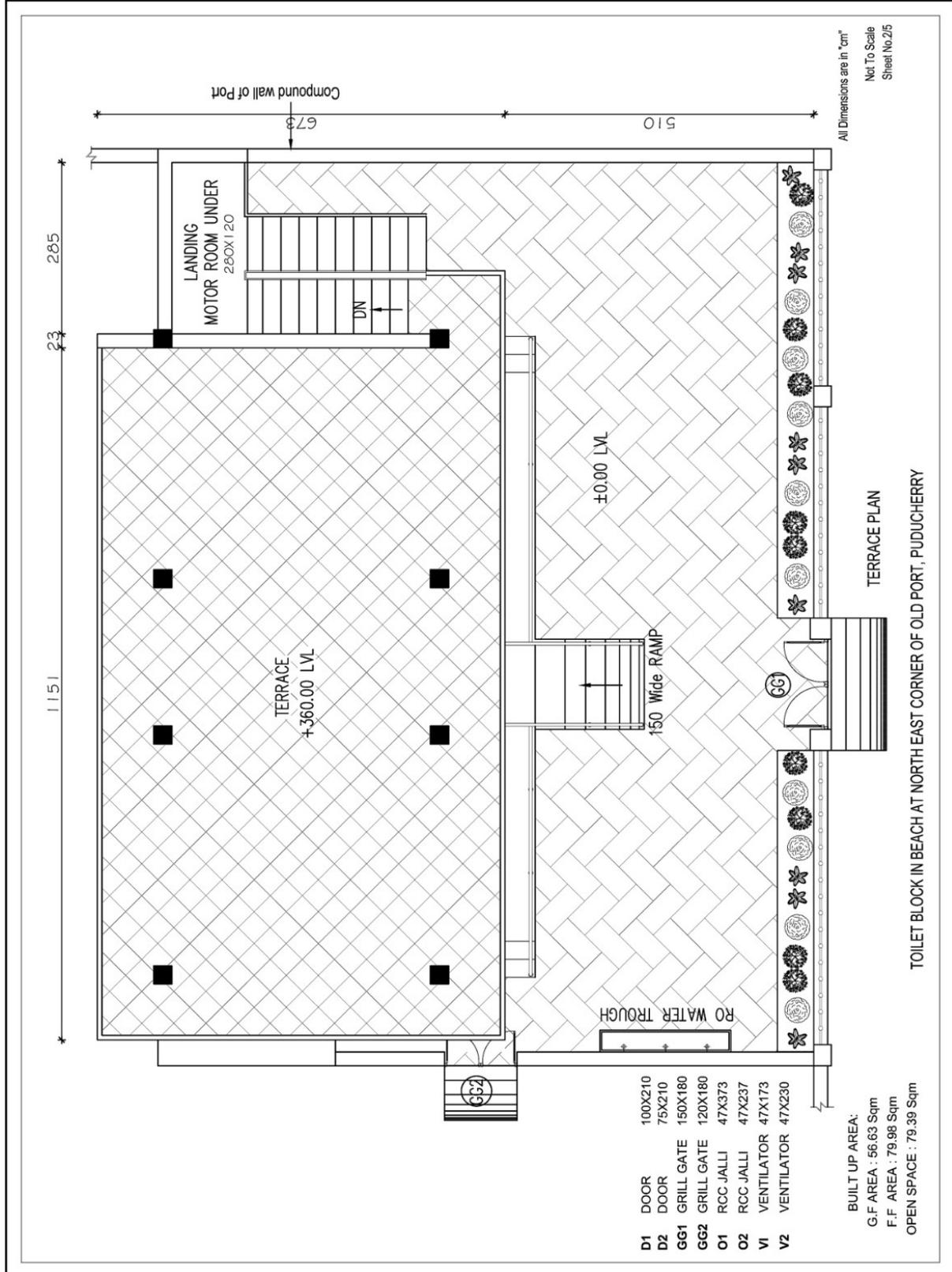


**RFP for Design, Build, Finance, Operate and Transfer of Public Toilet of Pondicherry
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2. PLAN OF OLD PORT TOILET BLOCK

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(B). TERRACE FLOOR



**RFP for Design, Build, Finance, Operate and Transfer of Public Toilet of Pondicherry
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