

Greater Chennai Corporation



Request for Proposal (RfP)

for

Design, Build, Finance, Operate and Transfer of
Public Convenience Toilets

in locations under Zone 5, 6 and 9 (Marina only)
of Chennai City

RFP Ref: S.P.D.C. No B1/00452/2022

Dated: 29-09-2022

Part I – Instructions to Bidders

Disclaimer

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Greater Chennai Corporation (GCC, the Authority) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their bids (the "Bid") including all the necessary submissions and the Commercial Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding Process.

The Authority also 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.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Preamble

Governing Law: All contracts that relate to the RfP document, including the Draft Concession Agreement, shall be governed by the law for the time being in force in the Republic of India

Words importing the singular number shall also include the plural and vice versa where the context requires and similarly men shall also include women and vice versa where the context requires Omissions and Discrepancies: Should a Bidder find discrepancies in or omissions from the drawings or any of the Appendix or Request of Bid or should he be in doubt as to their meaning, he should at once notify the Authority who may issue clarification and upload on <https://tntenders.gov.in> website. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of bidding process and Successful Bidder shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

Terms used in this part of the RFP document, which have not been defined herein, shall have the meaning ascribed thereto in the Request for Qualification (RFQ) Document and/or the Draft Concession Agreement.

Language: The Bid prepared by the Bidder and all correspondence and documents relating to the tender shall be in English language. Submitted documents will not be returned by Authority to the Bidder.

Currency: The currency for the Bid shall be the Indian National Rupee (the “Rupee”)

Abbreviations:

ADB	Asian Development Bank
AIR	Asset Inventorisation Report
BG	Bank Guarantee
CCMS	Centralised Control and Monitoring Systems
CCTV	Closed Circuit Television
CEO	Chief Executive Officer
CMWSSB	Chennai metropolitan water supply and sewerage board
Col	Conflict of Interest
C_SCL	Chennai Smart City Limited
DBFOT	Design, Build, Finance, Operate and Transfer
DCA	Draft Concession Agreement
DD	Demand Draft
DFR	Detailed Feasibility Report
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
FDR	Fixed Deposit Receipt
GCC	Greater Chennai Corporation
GO	Government Order
GST	Goods and Service Tax
HAM	Hybrid Annuity Model
ICCC	Integrated Command Control Centre
IE	Independent Engineer
INR	Indian Rupee
IST	Indian Standard Time
ITB	Instruction to Bidders
JICA	Japan International Cooperation Agency
Km	Kilo-meter
KPIs	Key Performance Indicators
LoA	Letter of Award
Lol	Letter of Invitation

MIS	Management Information System
O&M	Operation and Maintenance
OOH	Out of Home
PBG	Performance Bank Guarantee
PC	Project Cost
PCT	Public Convenience Toilet
PIM	Project Information Memorandum
PMC	Project Management Consultant
PPP	Public Private Partnership
RfP	Request for Proposal
RFQ	Request for Qualification
SDG	Sustainable Development Goal
SE	Superintending Engineer
TAA	Tender Accepting authority
TANGEDCO	Tamil Nadu Generation and Distribution Corporation Limited
TEC	Tender Evaluation Committee
TIA	Tender Inviting Authority
TNIDB	Tamil Nadu Infrastructure Development Board
TNTIT act	Tamil Nadu Transparency in Tenders Act
ULB	Urban Local Body
WB	World Bank
WO	Work Order

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Greater Chennai Corporation (GCC, the Authority), Chennai

Request for Proposal (RFP) for repair, renovation, revamp, refurbishment etc., of existing toilets, standalone urinals and modular toilets and for building new toilets at locations that the Authority may specify, and for providing certain special facilities in few of these toilet locations, and for operating and maintaining these facilities and to get all of these under a centralized control and monitoring system, under a Design, Build, Finance, Operate and Transfer framework of Concession with GCC for site locations in Zone 5, 6 and 9 (Marina only) of GCC.

Price of Document: Rs. 0.00 (Rupees NIL)

Superintending Engineer,
Special Projects Department
Greater Chennai Corporation, 5D, Amma Maligai,
Periyamet, Chennai, Tamil Nadu 600003

(on the letter head of the Authority)

LETTER OF INVITATION

Dated

To,

Sub: RFP for Design, Finance, Build, Operate and Transfer of
Public Convenience Toilets in locations under
Zone 5, 6 and 9 (Marina only) of Chennai City

Dear Sir,

Pursuant to your application in response to our Request for Qualification for the abovesaid Project (the "RFQ"), you were short listed as a Bidder and informed accordingly vide our mail from www.tntenders.com dated 27.09.2022. We now enclose the Request for Proposal documents to enable progression into the next stage of tendering process.

You are requested to participate in the Bid Stage and submit all the requisite documents and also your Commercial Submission for the aforesaid Project in accordance with the RFP.

Please note that the Greater Chennai Corporation reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

Thanking you,

Yours faithfully,

(Signature, name and designation of the Signatory)

1. Bid Schedule

Bid Schedule

#	Parameter	Details
1.	Tender Inviting and Tender Accepting Authority	Greater Chennai Corporation.
2.	Name of the work	RfP for Design, Build, Finance, Operate and Transfer of Public Convenience Toilets (PCT) in pilot locations in Zone 5, 6 & 9 (Marina only) of Chennai City
3.	RFP Reference	S.P.D.C. No. B1/00452/2022
4.	RFP Type	Single Cover system (Test of Responsiveness and Commercial Submission, Online)
5.	Bid Issuance Date	From September 29, 2022
6.	Technical Session - Interactions with Bidders	On September 30, 2022 at 10:00 AM
7.	Bid Document Purchase	RFP shall be available in web site https://tntenders.gov.in upto same day of Bid Due Date upto 2.00 p.m. for online bidding portal mentioned in the Bid Schedule. The same can be downloaded Free of Cost from the portal
8.	Contact Information for requesting Clarification	Superintending Engineer, Special Projects Department Greater Chennai Corporation, 5D Amma Maligai, Periyamet, Chennai, Tamil Nadu 600003 Mail id: sespecialprojects@gmail.com
9.	Last date for submission for Pre-Bid queries	All queries shall be submitted in writing/mail to the above mentioned address/ID and till the Pre-bid meeting date.
10.	Pre-Bid Meeting	On October 20, 2022 at 03:00 PM, In the O/o Special Projects Department Greater Chennai Corporation, 5D Amma Maligai, Periyamet, Chennai, Tamil Nadu 600003
11.	Bid Response Proposal Submission Details (Bid Due Date)	Up to November 21, 2022 till 03.00 PM, The bids shall be submitted online (https://tntenders.gov.in). The bidders must possess Digital Signature Certificate and submission of bids through online in the above web site. The original Bid Security shall be submitted to: O/o Special Projects Department Greater Chennai Corporation, 5D Amma Maligai, Periyamet, Chennai, Tamil Nadu 600003
12.	Opening of Price Bid	On November 22, 2022 at 03:00 PM
13.	Bid Validity	120 days from the date of submission of the bid

14.	Concession Period	<ul style="list-style-type: none">• 12 months – Design Build & Commissioning Period from the date of execution of the Concession Agreement and• 96 months (8 years) of Operations and Maintenance thereafter
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Note:

- i. If the Bid Due Date happens to be Public Holiday, then Bid will be opened on the next working day at the same venue and time
- ii. Commercial quote submission to be uploaded online only and no hard copy to be submitted
- iii. Supportive documents for all purposes required under this Tender to be submitted to the Authority within stipulated date and time and as hard copy.

**2. Introduction,
Proposed Project,
Brief Scope of Work
And
Brief of Bidding Process**

2.1 Introduction

- 2.1.1 Public Convenience Toilets is often called the “orphan SDG¹,” and India is among the worst countries in the world in terms of access to sanitation. While the sixth SDG goal is to eradicate open defecation and achieve proper sanitation management by 2030, the proportion of population without access to sanitation, the efforts to achieve these international targets have been insufficient and ineffective in India. According to NITI Ayog, in 2012, 59% households in rural areas and 8% in urban India did not have access to improved sanitation facilities. Almost 600 million people in India defecate in the open, the highest number in the world.
- 2.1.2 The absence of sound programmes and policies to improve sanitation are reflected in our dismal sanitation figures. The Hon’ble Prime Minister of India has launched a flagship programme, Swachh Bharat and Clean India initiative, which aims to provide a clean India with proper sanitation facilities across rural and urban areas. This is one of the flagship programmes of the central government with an annual outlay of Rs. 9,000 crores.
- 2.1.3 Tamil Nadu is one of the highest urbanized states of India. Chennai is the largest metropolis of South India with a population of more than 80 lakh people and a road length of more than 2,800 km. According to industry norms, there should be at least one public toilet at every 500 meters. This norm is followed worldwide with the requirement increasing to one public toilet every 100m in commercial streets with an influx of more than one lakh people in a day².
- 2.1.4 The Public Toilet Vision is: “To provide safe, accessible, clean, and economically sustainable public toilets across the City”. As on date, there are 800+ Public Convenience Toilets with 8,000+ seats within Chennai city limits. The Authority is responsible for upkeep of the Public Convenience Toilets. Availability of clean and hygienic toilets when the person is away from his home and residential communities is the basic right of the citizens. Unfortunately, users of these public toilets, without exception to the location of these toilets, often experience poor upkeep, filth and odour, unsafe and unhygienic conditions etc. It is also found that invariably, staff at these toilets are neither not posted or are not formally trained. Consumables and cleaning equipments either don’t find a place at these toilets or are never replenished/ replaced for their wear and tear. Availability of good quality of utility provisions – electricity, water and waste treatment facilities – lesser said the better. Monitoring of these toilets, accountability of the managers of these toilets invariably need a leg-up, as do the public with their awareness about cleanliness, health and hygiene aspects.

¹ SDG refers to the Sustainable Development Goals defined by the UNDP, the United Nations General Assembly adopted in 2015, the 17 SDGs, with their 169 associated targets; depict a plan of action to balance the three dimensions of sustainable development – economic, social, and environmental – by the year 2030.

² According to surveys conducted with various public toilet service providers

2.2 Proposed Project

2.2.1 Against this backdrop, and with a clear vision to enhance current service levels of operations and improve public experience with the usage of Public Conveniences Toilets, the Authority has decided to invite proposal from pre-qualified and shortlisted applicants (hereinafter referred to as “Request for Proposal”, RfP, or merely as Proposal and the participants as “Bidders”) and to select a private party through open bidding system who shall be given responsibility of repair, renovate, revamp, refurbishment etc., of existing toilets and for building new toilets as the Authority may specify, and for providing certain special facilities in few of these toilets, and for operating and maintaining all of these facilities as well as the standalone urinals and modular toilets that the Authority may specify, and to get all of these under a centralized control and monitoring system, under a Design, Build, Finance, Operate and Transfer (DBFOT) framework of Concession with GCC, in locations under Zone 5, 6 and 9 (Marina only) of GCC on a Hybrid Annuity Model (HAM) (hereinafter called as the **Project and the Facilities as Project Facilities**) for a concession period of 9 years (including the construction period of a year). Such of facilities created for the Project shall constitute the Project **Facilities** and the assets so created thereunder, the Project **Assets**. The chosen Bidder shall maintain these toilets for the Concession Period with their performance being measured through the compliances to certain Maintenance standards and to certain Key Performance Indicators (KPIs).

2.2.2 The Concessionaire (the Special Purpose Company formed by the Successful Bidder and which shall enter into a long term Concession Agreement, the Concession Agreement, with GCC, the Authority) would also have the right, but not an obligation, to utilize the designated area in the PCT location for commercial exploitation by way of advertisements (Out of Home Advertisement), subject however to securing all applicable permits, clearances and approvals under applicable laws, and subject to seeking prior approvals of GCC and payment of applicable fees and rental amounts. However, the Bidder is put on notice that the HAM related payments shall not relate and apply to facility(ies), if any created under provisions of this Article. The Bidder shall also note that the proposed use of the PCT and its Site area for facilities if any created under permissions of this Article shall not impose unduly on the infrastructure or environs of the contiguous area, nor create substantial demand or place an undue strain on the immediate surroundings. The duration of the Concession for the facilities created under provisions of this Article 2.2.2 shall be co-terminus with the Concession for the Project. A uniform set of Standards and Specifications, Tests and Certifications, maintenance and performance standards shall apply for all the facilities, comprising the Project and those created under provisions of this Article. These aspects have been detailed in the Draft Concession Agreement. **For avoidance of doubt, it is clarified that the Concessionaire, in his best judgement and business considerations, may not exercise the right and, therefore, not consider development of any facility under provisions of this Article.**

- 2.2.3 The Successful Bidder who is either a company or group of companies (the Consortium) incorporated under the Companies Act, 1956/2013, including any amendment thereof and should have been in existence at least three years prior to the Bid Due Date, and undertakes to incorporate itself as per the Joint Bidding Agreement as such, prior to execution of the Concession Agreement (as a “Concessionaire”).
- 2.2.4 The Authority intends to develop and implement a performance-based payment mechanism whereunder (I) penalty amounts if any worked out based of an evaluation of performance of the Concessionaire by the Independent Engineer (IE), per (a) adherence to a set of maintenance requirements and per (b) compliance to a set of detailed KPIs, and (II) all other payments due and payable by the Concessionaire under provisions of the Concession Agreement (and as further elaborated in the Draft Concession Agreement) shall be deducted from the gross payments payable to the Concessionaire.
- 2.2.5 The Successful Bidder shall be responsible to Design, Build, Finance, Operate and Transfer the Project under and in accordance with the provisions of a long-term Concession Agreement to be entered into between the Successful Bidder and the Authority in the form provided by the Authority as part of the RFP documents.
- 2.2.6 An Asset Inventorisation report has been provided. The documents are merely indicative and the Bidder is expected to do their own independent assessment and due diligence, at their own cost and expense, behind the bidding purposes.
- 2.2.7 The Draft Concession Agreement, also attached as part of this RfP, sets forth inter alia, the detailed terms and conditions for grant of the Concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “Concession”).
- 2.2.8 The Project and Scope of Work to be fulfilled by Concessionaire is detailed in the schedules of the Draft Concession Agreement of this RFP Documents.
- 2.2.9 This RFP’s objective is to select the Successful Bidder who shall be responsible for “Design, Build, Finance, Operate and Transfer of Public Convenience Toilet (PCT) Project in Zones 5, 6 and 9 (Marina only), of Chennai City”.
- 2.2.10 The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP document (“Evaluation Criteria”) in order to identify the Successful Bidder. The Successful Bidder will undertake to incorporate a Special Purpose Vehicle which shall be the Concessionaire to enter into a Concession Agreement with GCC and to duly perform the duties and obligations as stipulated therein, in respect of Project.
- 2.2.11 The Bidder is expected to make his own estimates before submitting their comprehensive commercial submission. Any revenue from the facilities that may be created vide provisions of Article 2.2.2 that the Bidder may consider to offset the outlays behind Project outlays (capital and operating expenses) shall make the Bid relatively better competitive. The bid would be chosen on the bid variable given in the Commercial Submission and Successful Bidder shall not be entitled for any additional value over and above the quoted bid variable value.

2.3 Brief Scope of Work

2.3.1 The Scope of work will include Design, Build, Finance, Operate, Maintain and Transfer of Public Convenience Toilets (PCTs), Standalone Urinals, Standalone Modular Toilets, Bath rooms and other special facilities and getting them covered under a centralized monitoring system, in identified locations in Zones 5, 6 and 9 (Marina only) of Greater Chennai Corporation under a Hybrid Annuity Model of Public Private Partnership basis for the term of the Concession Period. The Concessionaire shall be expected to carry out the following activities under a DBFOT construct of partnership with GCC.

2.3.1.1 Concessionaire shall carry out the following activities and operate and maintain the assets so created as per standards and specifications elaborately spelt out in the Draft Concession Agreement.

- i) As needed, repair, renovate, revamp, refurbish etc., of existing toilets and also build new toilets at locations that the Authority may specify (refer to Table in Article 2.3.1.3 and Article 2.3.1.4 below). Necessary capital cost and operating expenses for this shall be undertaken by the Concessionaire
- ii) Provide certain special facilities like bath room, changing room, washing area/room, women/child care room in atleast 60% of the toilets that the Concessionaire shall renovate or build under Article 2.3.1.1 i) above. Necessary capital costs and operating expenses for this shall be undertaken by the Concessionaire
- iii) As needed, repair, renovate, revamp, refurbish etc. of the standalone urinals and modular toilets that the Authority may specify (refer to Table in Article 2.3.1.3 below). Necessary capital costs and operating expenses for this shall be undertaken by the Concessionaire
- iv) Develop a centralized control and monitoring system (CCMS). Necessary capital costs and operating expenses for this shall be undertaken by the Concessionaire

2.3.1.2 Additionally, and per provisions under Article 2.2.2, the Concessionaire shall also have the following rights and accordingly, may consider to undertake and create the associated assets, **as deemed prudent and value accretive for its business purposes and strictly as a regulatory compliant activity.**

- a) Consider revenue generation possibilities through Out of Home (OOH) Advertisement on spaces in the Unit, subject to adherence to prevailing rules and regulations and subject to explicit guidance given by GCC.
- b) Advertisements are permitted on 3 (three) exterior walls of the Unit, limited to 40% of exterior wall area and subject to a maximum of 40 square metre per Unit. Advertisements are also permitted in the interiors of the Unit limited to 10% of interior wall area and subject to a maximum of 5 square metre per Unit.
- c) Necessary capital costs and operating expenses for this shall be undertaken by the Concessionaire. However, the Concessionaire shall note that the payments towards costs and expenses by the Authority under the HAM construct shall not reckon costs and expenses incurred under provisions of this Article.

2.3.1.3 Table 1 below indicates the number of Toilets to be renovated or built new, and the number of standalone urinals and modular toilets that have to be attended to, for any repair, refurbishments and for maintenance and upkeep needs. The presence of toilet seats at these locations have also been tabulated.

Table 1: List of Project Units – across Zones and across Types of Units

	Public Convenience	Of the PCTs, New	Standalone Urinal	Standalone Bath rooms	Modular Toilets	Total
Zone 5	170	(28)	26	7	24	227
Zone 6	102	(24)	22	4	6	134
Zone 9 (Marina only)	11	(3)	0	0	0	11
Total	283	(55)	48	11	30	372

Source – Asset Inventorisation Report, M/s Akara Research and Technologies Pvt Ltd. July 2022

Table 5 for Zone 5, Table 12 for Zone 6 and Table 19 for Zone 9 (Marina only)

The number of seats / service counters at each of the above PCTs, Standalone Urinals, Modular Toilets have been captured in Table 2 below.

Table 2: List of Seats/ Service counters – across Zones and across Types of Units

	Seats in PCTs	Urinals in PCTs	Bathrooms in PCTs	Standalone Urinal counters	Standalone Bath rooms	Seats in Modular Toilets	Sub-total
Zone 5	1704	76	253	68	10	48	2,159
Zone 6	815	7	119	34	4	9	988
Zone 9 (Marina only)	86	35	2	0	0	0	123
Total	2605	118	374	102	14	57	3,270

Source – Asset Inventorisation Report, M/s Akara Research and Technologies Pvt Ltd. July 2022

Table 6 for Zone 5, Table 13 for Zone 6 and Table 20 for Zone 9 (Marina only)

Bathrooms in Zone 5 (253 nos.) are spread across 93 PCT locations (Table 10), i.e., across 55% of total 170 locations

Bathrooms in Zone 6 (119 nos.) are spread across 46 PCT locations (Table 17), i.e., across 45% of total 102 locations

Bathrooms in Zone 9 (Marina only) (2 nos.) is found in 1 PCT location (Table 24), i.e., across 9% of total 11 locations

- 2.3.1.4 The Authority shall have rights to require the Concessionaire to provide for additional seats/service counters (i) by way of providing additional toilets/ standalone urinals/ standalone bathrooms/ modular toilets and/or (ii) by way of expanding coverage to pre-constructed toilets/ standalone urinals/ standalone bathrooms/ modular toilets, if any in excess of the seats/service counters listed in Table 2 above, anytime during the Concession period, however, such additional seats/service counters shall be such as to not entail an cumulative cost (i.e., capital and operating costs) exceeding 25% of the aggregate of the Total Project Cost and summation of the O&M Payments for the term of the Concession (i.e., not exceeding 25% of the base lifecycle costs). The Authority may suggest these fresh seats/service counters as necessary and appropriate from a spatial distribution (as per Standards) and/or from a specific need and /or from an improved public service point of view. The Concessionaire shall also have a reciprocal right in this regard to request the Authority to consider an enhancement in seats/service counters, however staying within the limits as specified hereinabove), from considerations of a safe and effective public service delivery point of view. **Any increase to the base number of seats/service counters shall form part of the Project and shall be compensated for Capital costs and Operating Expenses as per terms of Draft Concession Agreement.** The Authority may expect the Concessionaire to build these incremental seats/service counters with an objective of (i) achieving spatial spread within the particular ward/zone and/or (ii) achieving variety in categorization viz., public or community toilets, toilets and/or (iii) achieving variety with special features viz., with basic or with features like bath, changing rooms, wash areas, women/child care room within the particular ward/zone.
- 2.3.1.5 The Concessionaire is also expected to maintain all the facilities for the term of the Concession, including those that have been developed under provisions of Article 2.3.1.4 hereinabove. The Draft Concession Agreement provides the design principles and construction standards that are expected of the Concessionaire. The Agreement also gives guidance on operation and maintenance requirements and schedules. The Concessionaire shall note that the primary intent of the Authority behind this concession is to get the best in standard design and operating Public Convenience Toilets as well as best-in-class service standards extended to the general public.
- 2.3.2 Save and except for levy and collection of fees and rental charges behind the Advertising opportunities that may be considered by the Concessionaire, under prior review and approval by the Authority, the Concessionaire shall NOT be permitted to charge any User Fee for any of the Project Facilities.
- 2.3.3 The Successful Bidder shall be paid by the Authority on a periodic basis vide the Hybrid Annuity Model construct, as more elaborately spelt out later in this RfP document and in the Draft Concession Agreement and these shall be towards the outlays of the Concessionaire for the Capital costs and Operation and Maintenance Costs incurred for the Project.
- 2.3.4 Bidders shall note that there shall be no payment by the GCC for the assets and operational expenses that the Concessionaire may incur behind provisions of Article 2.3.1.2. However, the Concessionaire shall be obligated to pay the following amounts as a consideration for the rights given under Article 2.2.2 on a periodic basis and through the entire period of Concession:
- i) The Concessionaire shall be required to and be responsible for paying all fees and charges and any and all other payments due and payable behind any

advertisement activity undertaken by it, to the Authority, as applicable, from time to time, and through the term of the Concession.

- 2.3.5 The Authority has estimated the Capital Cost and O&M Cost for the Project, basis the modalities of estimating the same as detailed respectively in Article 3.19.10.a and Article 3.19.10.b. The Authority has, on a no-guidance and non-definitive basis, provided the numbers as under:

Table 3: Estimated Project Capital Cost and (first Year) O&M Costs – in Rs. Crore

Activities and Assets under coverage	Components under Coverage	(Authority's) Estimate of Project Capital Costs (for Project and Project Facilities)	(Authority's) Estimate O&M expenses for first full year of operations behind Project and Project Facilities
Project and Project Facilities	Capital cost and O&M charges	Rs. 70.00 [^]	Rs. 34.00 [^]

[^] costs indicated in Table above are without GST considerations. GST as applicable shall be reckoned by the Authority at the material time of each payment behind installments of Project Capital Cost and payments of O&M expenses.

The bid parameter constituents as specified hereinabove has been estimated by GCC. The assessment of actual costs, however, will have to be made by the Bidders.

2.4 Working Modalities

The Concessionaire will be expected to have a local office with responsible persons in the city of Chennai throughout the duration of the proposed Project. Outstations Bidders are required to set up a field office in the city at the earliest, however not later than one month from the date of signing the Concession Agreement.

2.5 Contract period

1. Contract Period: The "Contract Period" shall be as specified in the Bid Schedule.
2. The title of interest, ownership and rights with regard to all the facilities created by the Concessionaire viz., the Public Convenience Toilets, renovated / refurbished / converted by the Concessionaire along with fixtures/ fittings provided therein as well as all the infrastructure provisions behind the advertisement activities , if any provided by the Concessionaire shall vest with the Authority and Concessionaire shall have the right to operate and maintain these assets during the Concession Period as per the terms and conditions of the Concession Agreement. After the end of the Concession Period or early termination/determination as the case may be, the Concessionaire shall transfer and vest all the Project Facilities and facilities if any created under provided of Article 2.3.1.2 to GCC and perform all necessary acts and deeds as detailed in the Draft Concession Agreement.

2.6 Implementation of Project and Payment terms during Implementation period

- 2.6.1 After approval of the design / drawings as per process and procedure laid out in the Concession Agreement, the Concessionaire shall implement the Project as per the project deliverables and timelines mentioned in this RFP and complete the same within the stipulated timeline (of a year from the Appointed Date), and as per terms more elaborately spelt out in the Draft Concession Agreement. There shall be no explicit timelines for implementation of the assets if any created under provisions of Article 2.3.1.2 and the Concessionaire may, if so planned, undertake these activities anytime during the Concession Period.
- 2.6.2 The Concessionaire shall be paid a portion of the Capital Costs as Grant during the Implementation phase as per details in Article 3.19.11.a, and as more elaborately spelt out in the Draft Concession Agreement.

2.7 Periodic Compulsory Replacement Infrastructure

The Concessionaire shall ensure that commissioned infrastructure being used by public shall be kept in best quality and operational conditional throughout the contract period. Replacement and augmentation needs of the infrastructure provisions shall be built into the maintenance plan and protocols by the Concessionaire.

2.8 Preventive Scheduled Maintenance

The Concessionaire shall plan for periodic and preventive maintenance for all of the Project Facilities, and for the facilities that may be provided vide rights granted under Article 2.2.2. Process and procedures to be followed for preventive maintenance, including likely closure of these facilities to general public shall be as laid out in the Draft Concession Agreement.

2.9 Compliance to local and Statutory laws

The Successful Bidder shall comply with the prevailing local and statutory applicable laws and any court directives that may relate to advertisement, hoarding in public places etc., as relevant and applicable, from time to time. All the requisite permits and approvals shall be taken by the Concessionaire and kept valid through the period of the Concession.

2.10 Operation and Maintenance and Payment terms during the Operations phase

- 2.10.1 The Draft Concession Agreement sets out the O&M requirements, specifications and standards. Timely maintenance of the facilities as well as availability of the facilities in accordance with specifications and standards and operation and maintenance thereof as per the specified requirements would be the sole and prime responsibility of the Concessionaire. Maintenance related lapses and Key Performance Indicator related deficiencies shall be penalized as per details laid out in the Draft Concession Agreement.

- 2.10.2 The Concessionaire shall be paid the balance portion of the Capital Costs (after payments vide Article 2.6.2 above) as periodic annuity payments during the O&M phase as per details in Article 3.19.11.b, and on terms and conditions as more elaborately spelt out in the Draft Concession Agreement.
- 2.10.3 The Concessionaire shall also be paid the Operating Expenses in a periodic basis, per the Commercial quote submitted and as per details in Article 3.19.12, and on terms and conditions as more elaborately spelt out in the Draft Concession Agreement.
- 2.10.4 The Authority shall deduct dues, charges, fines, penalties and any other amounts payable by the Concessionaire on account of failure to comply with any terms, obligations and responsibilities as stipulated in the Concession Agreement and/or due to any deficiencies in adhering to key performance standards. Payments, net of deductions, if any under this Article, and as approved by an Independent Engineer under due processes and procedures as more elaborately spelt out in the Draft Concession Agreement, shall be made by the Authority to the Concessionaire.

2.11 Centralised Control and Monitoring System

The Concessionaire shall develop a state-of-the-art Centralized Control and Monitoring System (CCMS) and Mobile App for monitoring the Units - Public Convenience Toilets, Standalone Urinals, Bath rooms and Modular Toilets.

CCMS must primarily integrate all aspects connected to operations, customer input for each toilet block, and inputs from GCC officials. While corrective measures would be available via mobile app and for GCC officials for constant review and corrective actions, the public would have access to the same mobile app through which they could give their thoughts, grievances, ideas, and so on.

The Concessionaire shall also ensure integration of data with the Integrated Command Control Centre (ICCC) project undertaken by GCC / Chennai Smart City Limited.

2.12 Performance Monitoring and Independent Engineer

The monitoring of the Project shall be carried out by an Independent Engineer appointed by mutual consent of GCC and the Concessionaire. The role and activities of the Independent Engineer, penalties for non-compliance to project requirements are detailed out in the Draft Concession Agreement.

2.13 Concession Agreement

The Bidder is expected to fully comprehend the Draft Concession Agreement. Description of the Project, Scope, Standards and Specifications, Ownership related provisions, Termination, Early determination, Transfer, Force Majeure and Change in Law, as well as Implementation and Payment Schedules have all been detailed out in the Draft Concession Agreement.

2.14 Brief Description of Bidding Process

- 2.14.1 Unless the context otherwise requires, the terms not defined in this RfP, but defined in the Request for Qualification (RfQ) document and/or the Draft Concession Agreement (DCA) for the Project shall have the meaning assigned thereto in the RFQ and/or the DCA.
- 2.14.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the 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.
- 2.14.3 The documents 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 Article 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.
- 2.14.4 The statements and explanations contained in this RFP are intended to provide a proper 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 Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.
- 2.14.5 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP (the "Bidding Document") and other documents to be provided by the Authority pursuant to this RFP (collectively the "Bidding Documents "), as modified, altered, amended and clarified from time to time by the Authority and all Bids shall be prepared and submitted in accordance with such terms.
- 2.14.6 The Authority invites respondents to this RFP (the "Bidder") in Single Stage Process (Test of Responsiveness and Commercial Submission under a single stage submission) to submit their bids online through the e-tendering website by uploading the documents to <https://tntenders.gov.in>.
- 2.14.7 The Bidders are requested to submit their Bids in accordance with these RFP Documents. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the date as specified in the recital "Schedule of Key Dates" and appended in the table as "Bid Submission Due Date (online)"

- 2.14.8 The RFP Documents include Instruction to Bidders (the “ITB”) the Part I of RFP, the Draft Concession Agreement (the “DCA”) the Part II of this RFP, and the Asset Inventorisation Report (“AIR”) the Part III of this RfP. Subject to the provisions of Article 2.14.4 above, the aforesaid documents and any addenda issued subsequent to this RFP Document, but before the Bid Due Date, shall be deemed to form a part of the RFP Documents.
- 2.14.9 The Bid Document shall be available to all the Bidders from e-procurement website as per Date/Time mentioned on e-procurement portal <https://tntenders.gov.in>.
- 2.14.10 A Bidder is required to deposit, along with its Bid, Bid Security of Rs. 1.40 (One point Four Zero) Crore refundable not later than 150 (One Hundred Fifty) days from the Bid Due Date inclusive of a claim period of 30 (thirty) days. The Bidders shall have an option to provide Bid Security in the form of a Demand Draft (DD) or Fixed Deposit Receipt (FDR) or Bank Guarantee (BG) from any Scheduled/Nationalized Bank in India drawn in favour of The Commissioner, GCC and payable at Chennai, Tamil Nadu, India and in such event, the validity period of the DD or FDR or BG, as the case may be, shall not be less than 150 (one hundred and fifty) days from the Bid Due Date, inclusive of a claim period of 30 (thirty) days, and may be extended as mutually agreed between the Authority and the Bidder from time to time.
- 2.14.11 Bidders would need to submit the documents on e-procurement portal as well as in physical form in a separate envelope (except Commercial Submission) as part of their Bid. GCC reserves the right to reject any Proposal that is not in the specified format.
- 2.14.12 The Proposal should be submitted in two parts:
Part I: Other Submissions And Part II : Commercial Submission
- 2.14.13 The Proposal and its copy shall be typed or printed and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal.
- 2.14.14 It shall be deemed that by submitting a Bid, the Bidder has acknowledged that it has:
- made a complete and careful examination of the Bidding Documents
 - received all relevant information requested from the Authority
 - accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority
 - submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations
 - acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
 - acknowledged that it does not have a Conflict of Interest
- 2.14.15 The evaluation of the submitted Bid shall be carried out in the following manner:

- a. The first stage would involve a Test of Responsiveness as specified in Article 4.10. Those Bids found to be substantially responsive would be evaluated in the second stage.
- b. In the second stage, the Online Commercial Submission would be opened and evaluated to identify the Successful Bidder.

2.14.16 Bids would be evaluated on the basis of the lowest levelised cost computed from the cost estimates quoted by the Bidder in the Commercial Submission. The levelised cost is calculated in manner set out in Article 3.19.15. The Successful Bidder shall be the Bidder getting the lowest levelised cost for providing development and maintenance of public convenience toilets and related facilities in the project area and as per terms of this document and for the Scope of Services, Standards and Specifications as more elaborately set out in the Draft Concession Agreement.

2.14.17 The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in provisions of Article 4.12 of this RFP, be invited to match the Bid submitted by the Lowest Bidder in case the Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.

2.14.18 Bidders are strongly recommended to examine and understand the Project, Site and all its related aspects in greater detail, and to carry out, at their own cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project. The Authority shall not be held responsible for any incorrect decision arrived at by the Bidders based on the data provided in this RFP document.

2.14.19 Further details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.

2.14.20 Any queries or request for additional information concerning this RFP shall be submitted through email to the officer designated as set out in Article 3.22 till the Pre-Bid Meeting. The email communication shall clearly bear the following identification/ title in the subject line:

Queries/Request for additional Information: RfP - "Design, Finance, Build, Operate and Transfer" of Public Convenience Toilets in locations under Zone 5, 6 and 9 (Marina only) of Greater Chennai Corporation (the Authority).

2.15 Key Stakeholders

The following Table 4 depicts the roles against the various key stakeholders:

Table 4: Roles of key stakeholders

#	Stakeholder	Roles
1.	Greater Chennai Corporation (GCC)	Project Owner & Tender Inviting Authority & Tender Accepting Authority
2	Greater Chennai Corporation – Council	Advisory & Guidance as a representative of general public to GCC

#	Stakeholder	Roles
2.	Project Management Consultant (PMC) / Independent Engineer	Agency appointed by GCC for monitoring, evaluating & Reporting the work of the successful bidder towards successful implementation & management
3.	Successful Bidder	To Design, Build, Finance, Operate and Transfer of Public Convenience Toilets in Zones 5, 6 and 9 (Marina only) locations of Chennai City.
4	Users	General Public who use the Public Convenience Toilets (PCT)
5	Funding sources – Investors and Lenders	Provide financing for implementing the project
6	Contractors for Construction Operators for O&M	Outsourced staff / agencies for construction and operating the project, if Concessionaire's own staff are not deployed / wholly deployed.
7	Suppliers/ Vendors	For procurement of project needs and for O&M needs
8	Utility departments - salient	Chennai metropolitan water supply and sewerage board (CMWSSB) Tamilnadu Generation and Distribution Corporation Limited (TANGEDCO)

3. Instruction to Bidders

3.1 General Instructions

- 3.1.1 The Bidder shall be deemed to have satisfied himself fully before Bidding as to the correctness and sufficiency of this Bid for the contract and price quoted in the Bid to cover all obligations under this Tender.
- 3.1.2 It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever occurs later, on account of any reasons whatsoever, except where explicitly provided for.
- 3.1.3 The Bidder shall be fully and completely responsible for all the representations made as submissions under this RfP.
- 3.1.4 Bid Documents can be downloaded from the Government website <https://tntenders.gov.in> at free of cost.
- 3.1.5 The Bidder is expected to conduct survey of all the Site locations and present the details in a comprehensive manner covering all the details as specified in the Scope of Services and Specifications of Work for the Development and Operations phase. Based on the above survey, the bidder shall work out costings and submit as per the bid conditions.
- 3.1.6 The toilets, standalone urinals, standalone bath rooms and modular toilets shall be handed over to the Concessionaire, free of encumbrance, all at the same time or in a progressive manner, as per terms and timelines set out in the Draft Concession Agreement. The PCTs will be handed over the Concessionaire as is where is basis. Necessary renovation works shall be carried out in these facilities as per assessment of the Concessionaire and as per specifications and completion schedules stipulated in the Draft Concession Agreement, with prior intimation/permission from GCC and to the satisfaction of GCC.
- 3.1.7 The title of interest, ownership and rights with regard to PCTs, Standalone bath rooms, Urinals and Modular Toilets designed/ built/ refurbished/ repaired/ renovated by the Concessionaire along with fixtures/ fittings provided therein shall vest with the GCC except that these Units will be operated and maintained by the Concessionaire during the concession period as per the terms and conditions of Concession Agreement.
- 3.1.8 The access to use of PCTs are currently envisaged to be given free of cost. In future GCC may decide to collect usage charges from the users depending on prevailing situations. In such case, and limited to this eventuality alone, the Concessionaire shall be required to collect the fees for and on behalf of GCC.
- 3.1.9 The Concessionaire shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.
- 3.1.10 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in 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.

3.1.11 Deleted

3.1.12 The Commercial Submission should be furnished as per the format on e-procurement portal.

3.1.13 The Bidder shall furnish a Bid Security as per Article 3.38 and in accordance with the provisions of this RFP.

3.1.14 The initial validity period of the BG or DD or FDR for Bid Security shall not be less than 150 (one hundred and fifty) days from the Bid Due Date, inclusive of a claim period of 30 (thirty) days and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security in the case of the Successful Bidder shall be retained till the execution of Performance Security under the Concession Agreement.

3.1.15 Not used.

3.1.16 Any condition or qualification or any other stipulation contained in the Bid submission shall render the Bid submission liable to rejection as a non-responsive Bid submission in case it is not as per the provision hereof.

3.1.17 The Bidding Documents including this RFP and all attached documents are and shall remain 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 Authority shall not return any Bid or any information provided along therewith.

3.1.18 Conflict of Interest

3.1.18.1 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 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:

- a. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this

Article 3.1.18, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-Article (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-Article (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- b. a constituent of such Bidder is also a constituent of another Bidder; or
- c. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- d. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or
- f. such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation.

In case a Bidder is a Consortium, then the term Bidder as used in this Article 3.1.18 shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- 3.1.18.2 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor shall this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
- 3.1.19 This RFP is not transferable.
- 3.1.20** Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 3.1.21 The Bidders shall submit its bid as per instructions laid down in this RFP along with its entire set of Annexures.

3.2 Procedure for eProcurement Portal usage

- 3.2.1 Bidder should do the registration in the e-tender site using the option available. Then the Digital Signature registration must be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized certifying authorities such as SIFY/TCS/n Code etc. The list of address of the DSC vendors can be seen in tender website.
- 3.2.2 Bidder then should login to the site using user id and the corresponding passwords.
- 3.2.3 The e-token that is registered should be used by the Bidder and should not be misused by others.
- 3.2.4 After downloading the tender schedules, the Bidder should go through them carefully and then submit the documents as directed, otherwise, the bid will be rejected.
- 3.2.5 If there are any clarifications, this may be obtained online through the e-tender site, or through the contact details. Bidder should consider the corrigendum published before submitting the bids online.
- 3.2.6 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in the prescribed format.
- 3.2.7 The Bidder should read all the terms and conditions mentioned in the bid document and accept the same to proceed further to submit the bids.
- 3.2.8 The Bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the e-submission process.
- 3.2.9 The details of the Bid Security document should be submitted physically before opening the tender. The scanned copies furnished at time of e-submission and the original Bid Security should be the same otherwise the tender will be summarily rejected.
- 3.2.10 The Commissioner, GCC will not be held responsible for any sort of delay or the technical difficulty faced in the submission of tenders online by the Bidders.
- 3.2.11 The Bidder shall submit the bid documents by online mode through the site (<https://tntenders.gov.in>)
- 3.2.12 The file to be named as "Bid Security" contains Scanned copy of Bid Security, to be submitted in the online bidding. As reconfirmation of acceptance to the tender conditions, the Bidder shall sign and upload the RFP and Corrigendum document if any issued by GCC without any changes along with the Proposal.
- 3.2.13 The file to be named "Commercial Submission" for this RFP shall be uploaded in the tender portal. The covering letter and the price quote shall be uploaded. The BoQ file provided by GCC under the e-tender site will have to be downloaded by the Bidder, and levelised cost, worked out using the Excel calculation template again to be provided by GCC, shall be entered in the BoQ file by the Bidder and to be uploaded by the Bidder back into the e-tender site. GCC reserves the right to seek more details of the Commercial Submission and ask for changes before the Bid Due Date.

- 3.2.14 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid, where entries or amendments made shall be signed by the person(s) signing the Bid and then Bid must be submitted along with the Scanned copy in the online bidding.
- 3.2.15 The tendering system will give an acknowledgement message only after successful uploading of all the required bid documents. The acknowledgement is the bid the reference which has the Bid Number, Date and Time of submission of the bid with all other relevant details, and documents submitted by the Bidders. It must be digitally signed with the e-token of the Bidder and then submitted.
- 3.2.16 The acknowledgement should be printed and to be kept as a token of the submission of the bid. The acknowledgement will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 3.2.17 Bidder should log into the site well in advance for bid submission so that he/she submits the bid in time i.e., on or before the bid submission time. If there is any delay, due to other issues, Bidder only is responsible.
- 3.2.18 Each document to be uploaded through online for the tenders should be less than 2 MB, If any document is more than 2 MB, it can be reduced through zip format and the same can be uploaded. It may be however noted that if the file size is less than 1MB the transaction uploading time will be very fast.
- 3.2.19 The time setting fixed in the server side and displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The Bidders should follow this time only during Bid submission.
- 3.2.20 All the data being entered by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not be viewable by anyone until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.

3.2.21

3.3 Eligible Bidders

- 3.3.1 Applicants who have been qualified for the Project (referred to as "Bidders") are eligible to submit their Proposal in response to this RFP. Bidders shall acknowledge receipt of this RFP document and confirm their intention to undertake the project proposal in the format provided as Annexure E.
- 3.3.2 Bidders shall provide such evidence of their continued eligibility to the satisfaction of GCC, as GCC may reasonably request.
- 3.3.3 Bidders shall, as part of their Proposal provide updated information in respect of any information submitted with the Application for Qualification, which has changed, and shall continue to meet the Qualification criteria set out in the RFQ document.
- 3.3.4 Setting up of a Special Purpose Company (SPV) for signing Project Concession Agreement**

Where the Successful Bidder is a Single Entity, it may be required to form an appropriate SPV, incorporated under the Indian Companies Act, 2013 (the “SPV”), to execute the Concession Agreement and implement the Project.

If the Successful Bidder is a Consortium, it will have to setup a SPV in accordance with Shareholder commitments mentioned in the RFP and also in the Draft Concession Agreement, within 45 (forty five) days from the issuance of the Letter of Award (LoA) and execute the Concession Agreement within 75 (seventy five) days from the issuance of the Letter of Award.

Subject to the other provisions of the Proposal, GCC will sign the Concession Agreement with the SPV set up by the Successful Bidder.

3.3.5 In case the Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements

- (a) Wherever required, the Proposal shall contain the information required for each of the members of the Consortium.
- (b) The Lead Member should be the same as indicated in the Application for Qualification.
- (c) The Proposal shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all the members of the Consortium.

3.3.6 The Single Entity Bidder / Consortium Bidder shall submit a self-declaration with respect to their bidding status and inter-se shareholding arrangements contained, inter alia, as part of the Letter format prescribed in Annexure A. The declaration shall inter alia, also convey their intent to form a SPV with shareholding commitment(s) as explicitly stated in the Annexure.

3.4 Number of Proposals

Each Bidder should submit only one (1) Proposal for the Project. Any Bidder or member of a Consortium, which submits or participates in more than one Proposal for the Project would be disqualified and would also cause the disqualification of the Consortium in which it is a member.

3.5 Proposal Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process. GCC will not be responsible or in any way be liable for such costs, regardless of the conduct or outcome of the Proposal.

3.6 Contents of RFP

The RFP document consists of three parts as listed below and would include any addenda issued in accordance with Article 3.7.

Table 5: Request for Proposal – Part I to IV

Part I	Instruction to Bidders - this Document
Part II	Draft Concession Agreement, together with the schedules
Part III	Asset Inventorisation Report

The Draft Concession Agreement, and Asset Inventorisation Report provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

In case of any discrepancy or ambiguity or deficiency in definition of certain capitalized terms found in Parts I, III of the RfP documents, the provisions in Part II viz., the Draft Concession Agreement, shall prevail.

3.7 Amendments to RFP

3.7.1 At any time prior to the Bid Due Date, as indicated in the Bid Schedule, GCC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, amend the RFP by the issuance of Addenda.

3.7.2 Any Addendum thus issued would be in writing and sent to all the Bidders who have received and acknowledged the RFP document and shall be binding upon them. Bidders shall promptly acknowledge receipt thereof to GCC.

3.7.3 In order to afford Bidders reasonable time to take the Addendum into account, or for any other reason, GCC may, at its discretion, extend the Bid Due Date.

3.8 Pre-Bid Meeting

Pre-Bid Meeting shall be held as mentioned in Bid Schedule. The prospective Bidders or their official representatives shall attend the pre-bid meeting. Only Bidders who share pre-bid queries as per Pre-Bid queries and submitted as per mandated pre-bid submission query timeline in bid schedule can attend the meeting.

3.9 Contacting Tender Inviting Authority

Bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting authority and/or Tender Inviting Authority and/or Tender Evaluation Committee as may be set up by the Authority for the purposes of assisting them with the Bid processes. There shall be no contacts after the opening of the Tender and prior to the notification of the Award. Any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting authority or Tender Inviting Authority or Tender Evaluation Committee shall be sufficient reason to disqualify the Bidder; notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from the Bidders relating to the tenders submitted by them during the evaluation of tenders.

3.10 Cost of Bidding

The Bidders should bear all costs associated with the preparation and submission of Bids. The Tender Inviting Authority will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

3.11 Change in Composition of Consortium

- 3.11.1 The Lead Member of the consortium cannot be changed.
- 3.11.2 Where the Bidder is a Consortium, change in the composition of a Consortium may be permitted by the Authority during the Bid Stage, only where:
- a. the application for such change is made no later than 15 (fifteen) days prior to the Bid Due Date;
 - b. the Lead Member continues to be the Lead Member of the Consortium;
 - c. the substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted, and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
 - d. the new member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/ Member/ Associate of any other Consortium bidding for this Project.
- 3.11.3 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.
- 3.11.4 The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement before the Bid Due Date.

3.12 Site visit: Project Site/ Movable and Immovable Assets

- 3.12.1 Prior to submitting the Proposal, the Bidder is encouraged to visit and examine the Project Site and Movable / Immovable Assets and ascertain for themselves all technical data, and other information necessary for preparing their Proposal (bid) including carrying out necessary technical surveys, field investigations, market & demand assessment assets condition assessment etc. at its own cost and risk. Bidders are encouraged to submit their respective Bids after visiting the Project Site to ascertain the ground situation, coverage, quality of assets or any other matter considered relevant by it. The Bidder shall be deemed to have full knowledge of the site conditions, traffic, location, surroundings, climate, availability of manpower and other utilities for project service delivery, whether data, applicable laws and regulations and any other matter considered relevant by them whether physically inspected or not, if Bidder submits a Proposal for this project.

The Concessionaire is at freedom to choose and employ the required numbers and skill sets of manpower resources, including if any from existing manpower resources of the Authority presently involved in the PCT activity(ies). **The Concessionaire is however not under any obligation to use the manpower resources of the Authority.** The manpower resources that the Concessionaire shall handle shall be at the sole costs and expenses of the Concessionaire.

3.12.2 For the above purpose, the Bidders may approach the Authority for assistance during any site visit. The Bidders shall be responsible for all the arrangements and shall release and indemnify the Authority and/or any of its agencies/ agencies/ consultants/ advisors from and against all liability in respect hereof and shall be solely responsible for any personal injury, loss of or damage to property or any other loss, damage, costs or expenses, however caused, which, but for the exercise of such permission, would not have arisen due to this RFP.

3.12.3 It shall be deemed that by submitting a Bid, the Bidder has:

- a. Made a complete and careful examination of the Bidding Documents;
- b. Received all relevant information requested from the Authority;
- c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Article 3.12 above;
- d. Satisfied itself about all matters, things and information including matters referred to in Article 3.12 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e. Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Article 3.12 hereinabove shall not be a basis for any claim for compensation, damages, extension of time of performance of its obligations, loss of profit etc. from the Authority, or a ground for termination of the Concession Agreement; and
- f. Agreed to be bound by the undertakings provided by it under and in terms hereof.

3.13 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

3.14 Right to accept and to reject any or all Bids

3.14.1 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons

3.14.2 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP 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 shall it affect any rights of the Authority thereunder. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of the Authority thereunder.

3.14.3 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

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

- a. At any time, a material misrepresentation is made or uncovered, or
- b. 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. If the Bidder is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then the Authority reserves the right to proceed (a) as per the Article 4.12, or (b) take any such measure as may be deemed fit at the sole discretion of the Authority, including annulment of the Bidding Process.

3.14.5 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 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 Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

3.15 Clarifications of Pre-Bid Queries

3.15.1 Bidders requiring any clarification on the RFP may notify the Authority in writing/ through e-mail as per Article 2.14.20 and to the address provided in Article 3.22. They should send in their queries before the Pre-Bid meeting Date as specified in Bid Schedule. The Authority shall endeavor to respond to the queries before the date specified in the schedule of Bidding Process contained in key dates in recital. The Authority shall endeavor to respond to the queries within the period specified therein and upload the responses on the website (<https://tntenders.gov.in>)

3.15.2 However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Article shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

3.15.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all 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.

3.16 Amendment of Bidding Document

3.16.1 At any time prior to the deadline for submission of Bids, 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 Addenda/Addendum;

3.16.2 Any Addendum thus issued shall be uploaded on <https://tntenders.gov.in> ; and

3.16.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date suitably.

3.17 Preparation and Submission of Bids

3.17.1 Language and Currency

3.17.1.1 The Proposal and all related correspondence and documents shall be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by an appropriate translation into English. Supporting materials that are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

3.17.1.2 The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

3.17.2 Format and Signing of Bid

3.17.2.1 The Bidder shall provide all the information sought under this RFP. The Authority shall evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection. Those bids which are not in the required formats shall be termed as “non-responsive”.

3.17.2.2 The Bidder shall submit the scanned copy of the original Bid documents through the portal <https://tntenders.gov.in> on or before the Bid Due Date and Time. The Bidder is also required to submit to the Authority in physical form (in original) of the following documents on or before the Bid Due Date and Time:

- a. All documents necessary to be submitted under this RfP, including
- b. DD or FD or BG for Bid Security, and
- c. Power of Attorney (wherever applicable)

3.17.2.3 The Bid Documents and its copies shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page **in blue ink** and documents submitted online must be digitally signed. In case of printed and published Documents, only the cover shall be initialed. All submissions must be duly supported by corporate authorisations (including Board Resolutions) wherever applicable to support and substantiate the veracity of the submissions. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers.

3.17.3 The Bidder shall prepare the bid in accordance with the information and guidelines laid out in Article 3.19 and submit all the relevant and necessary details and documents to ensure that the submission is complete in all respects. The Bidder shall mark and seal the Bid as per provisions laid out in Article 3.21.

3.18 Not used

3.19 Contents of Bid Submission and Guidance for Commercial quote

3.19.1 The Bid shall be furnished in the format as per Appendices attached. The Bidder shall quote the amount in Rupees only, to undertake the Project in accordance with this RFP and the provisions of the Draft Concession Agreement.

3.19.2 The opening of Bids and acceptance thereof shall be responsive in accordance with this RFP.

3.19.3 Bidder is expected to take complete cognizance of Authority's submission in this regard that the Draft Concession Agreement shall be deemed to be part of the Bid.

3.19.4 The Bid shall be submitted in two parts on <https://tntenders.gov.in>

- Part-I: Other Submissions documents as per Article 3.19.6.1 and
- Part II: Commercial Submission as Annexure I and Annexure J and as input of the levelized cost in the BoQ file available on <https://tntenders.gov.in>

3.19.5 The Commercial Bid should be contained in Part II only. Inclusion of any Commercial Bid in other parts would lead to disqualification of the Proposal.

3.19.6 The Bidder shall submit the following documents in physical form in a sealed cover inside an envelope:

3.19.6.1 Part I: Other Submissions

This should include the following :

- Self-Declaration of Bidder's Status and Other affirmations – Letter comprising the Bid as per Annexure A
- Self-Declaration against Blacklisting³ as per Annexure B
- Letter of Consent as per Annexure C, authorizing the Lead Member of the Proposal to sign the responses and thereby to commit the Bidder
- Acknowledgement of RfP receipt and confirmation to undertake the project proposal as per the format provided in Annexure E.
- Joint Bidding Agreement with modified / reconstituted consortium, if applicable under provisions of Article 3.11.4
- Covering Letter-cum- Project Undertaking as per Annexure F
- Anti-Collusion Certificate as per Annexure G
- Bid Guarantee for Bid Security as per Annexure H
- The original Volume I of the RFP Document duly signed by the Authorized Signatory

3.19.6.2 Part II: Commercial Submission

Commercial Submission shall include the Bidder's Commercial Proposal to be submitted under cover of a letter as per format in Annexure I and Annexure J. The

³ Blacklisting: Should not hold any sanction / blacklisting by any ULB / Corporation/ Smart City / State or Central government /Quasi government agency or any Multi-Lateral Donor Body (World Bank, ADB, JICA, etc.). The Bidder should not have been sanctioned /blacklisted during the past 5 years (even if the sanction /blacklist was subsequently withdrawn).

Commercial quote is to be submitted only on the Online mode. Details of the components that go behind the Commercial quote, reference and calculation aids, as well as that single parameter that is entered as the Bidder's levelised cost are all detailed in the articles that follow.

3.19.7 Commercial quote calculations essentially reckon two components - Capital Cost and O&M Costs – both, as they relate to the Project and as detailed below.

- i. Capital cost of construction, repair, renovation, revamp, refurbishment etc., of Project and Project Facilities (refer Article 3.19.8) to standards and specifications as laid out in the Draft Concession Agreement. The capital cost shall include base costs and all related infrastructure provisions, interest during construction, construction period cost escalations if any anticipated, contingencies, escalations, all applicable taxes and all other pre-operative expenses in relation to these assets EXCLUDING GST and any anticipated variations in price linked to likely change of scope, change in law, force majeure, breach of contract, which all aspects shall be dealt with as per separate and specific clauses in the Draft Concession Agreement – Project Capital Costs (for Project and Project Facilities)
- ii. Operation and Maintenance Charges (O&M charges) to operate and maintain the Project and Project facilities (refer Article 3.19.8) and to include water, energy costs, maintenance (to include **daily, monthly, regular, periodic, major** etc.), consumables, manpower, overheads, working capital, rent rate and taxes etc., together with profit margin expectations if any, EXCLUDING GST (which aspect shall be dealt with as per separate and specific clauses in the Draft Concession Agreement), for each year of the O&M period, beginning from the first year of commissioning of Project – O&M for Project

3.19.8 Project Facilities shall mean and include all the amenities and facilities situated on the various Site locations and more specifically, include all the necessary infrastructure provisions - civil, electrical, plumbing, systems and equipments relating to the following:

- a. The complete list of toilets – existing or to be constructed as new, that the Authority shall specify (refer to Article 2.3.1.3 and Article 2.3.1.4); and
- b. 60% of the toilet locations hereinabove considered, over which structural changes and strengthening as required and thereafter, special facilities like bath room, changing room, washing area/room, women/child care room are to be provided; and
- c. The complete list of Standalone Urinals and Modular Toilets that the Authority shall specify; and
- d. The Centralized Control and Monitoring System (CCMS) and related infrastructure needs for effective monitoring of the facilities.

3.19.9 Alongside the above Project Facilities the Concessionaire may consider providing the following amenities and facilities and all the necessary infrastructure provisions - civil, electrical, plumbing, systems and equipments relating to the following :

- a. Assets and infrastructure provisions relating to Advertising viz., Out of Home Advertising and the like

3.19.10 The Authority shall expect the Bidder to determine the following project parameters for the purposes of aiding the Commercial quote calculations:

- a. **Project Capital Cost** (for Project and Project Facilities) as **one single number**, reckoning all the details as set out in Article 3.19.7.i, as relevant and applicable for completing the Project and Project Facilities as listed in Article 3.19.8, and and
- b. O&M Charges behind the Project, reckoning all the cost components detailed in Article 3.19.7.ii, starting from the first year of operations and through the 8 years of O&M, and to then quote **one single number as the O&M Cost**, as relevant and applicable **as for the first full year of Scheduled Commercial Operations – First Year O&M Costs**.

3.19.11 The Bidder shall factor the following payment terms (and more explicitly detailed in the Draft Concession Agreement) behind recovery of the Capital Costs for Project Facilities. This parameter is required to be determined for provisions under Article 3.19.10 a. The Authority shall pay the Concessionaire, **with respect to Capital Cost for the Project Facilities -**

- a. 40% of the Project Capital Costs for the Project Facilities (refer Article 3.19.10.a) during the construction period, **periodically, but linked to stagewise completion** and certification of the works, corresponding to specified completion and payment milestones as spelt out in the Draft Concession Agreement attached to this RfP, and
- b. 60% of the Project Capital Costs for the Project Facilities (refer Article 3.19.10.a) during the O&M period (of 8 years), together with interest compensation at a rate equal to the prevailing SBI MCLR⁴ plus 2.25%, as a **quarterly annuity payment**. Capital Costs shall be compensated **for the financing/ interest carrying cost on this 60% component**, calculated on a declining balance basis over the amortization period as more explicitly spelt out in the Draft Concession Agreement.

Provided that, Project Capital Cost for the Project Facilities shall **NOT** have any adjustments on account of differential cost price indices, if any prevalent at the time of Bid Due Date and the proposed deferred payment(s), both during the construction period as well as during the O&M period.

Provided further that, the Bidder may, while working out the numbers behind the Commercial quote submission for the purposes of the RfP, and if felt necessary, reckon 10% per annum as the financing/interest cost of carrying, behind receiving the 60% of the capital cost for the Project Facilities on an amortised basis over the O&M period.

3.19.12 The Concessionaire shall fully agree and undertake that all O&M Charges shall be borne by them. The Draft Concession Agreement details the financial payments terms behind the O&M costs due and payable by the Authority in lieu thereof. Accordingly, the Authority shall pay the Concessionaire, **with respect to the O&M Costs for the Project, quarterly payments**, as O&M charges for operating and maintaining the Project and Project Facilities. For purposes of calculating the payments,

⁴ SBI MCLR means the prevailing marginal cost of funds based lending rate for a tenor of 1 year notified by State Bank of India from time to time

- a. The year over year O&M Charges during the O&M phase shall be derived by using the Bidder's O&M quote for the first year of commercial operations (refer Article 3.19.10 b) and escalating the same for each relevant period of payment using a Price Index Multiple.
- b. Price Index Multiple shall compute the variation in price index that is likely to occur between the first year of commercial operations and the date of invoice for the subsequent O&M payouts.
- c. Internal to a year, the quarterly payments for any O&M year shall be calculated as a proportionate fraction of the O&M charges for that particular year.
- d. The Draft Concession Agreement details the above in a more elaborate and explicit manner.

The Authority shall, **for the limited purposes of assessing the Commercial Submission** advise [TBD⁵] as the annual price escalation factor while working out the year over year O&M charges from the second year onwards, derived with O&M Charges for the first scheduled full year of Operations (First Year O&M Cost) that the Bidder shall indicate vide Article 3.19.10 b as the starting base year figure.

3.19.13 The Bidder shall be required to input the following parameters into a prefilled and pre-coded excel worksheet to be provided as part of this RfP document. Bidder may refer to an image of the Excel sheet in Annexure J, with the **ONLY TWO CELLS THAT NEED TO BE INPUTed**, marked out with a separate color guidance.

- a. Project Capital Cost vide Article 3.19.10 a, to be entered upto three decimal places
- b. First Year O&M Cost vide Article 3.19.10 b to be entered upto three decimal places.

⁵ The annual price escalation to be used by the Authority shall be (i) uniform to all Bidders (ii) determined by the Authority at time of pre bid meeting or prior to Bid Submission Date and as such, (iii) informed to all Bidders prior to opening of their Commercial submission.

3.19.14 The Bidder shall work out the levelised cost (calculated using the excel sheet referred to in Article 3.19.13 and basis the explanation offered as per Article 3.19.15 below) to be used as THE SINGLE FIGURE for ranking all the Bidders on their Commercial Submission. Subject to provision in this RfP, the Project will be awarded to the responsive Bidder quoting the lowest assessed Commercial quote i.e., to the responsive Bidder with the lowest levelised cost.

3.19.15 Bid Evaluation parameter considers the levelised cost comprising both the Capital Cost and O&M Charges (Refer Article 3.19.13) as input numbers. The inbuilt workings thereafter handle the recovery of Project Capital Costs by the Bidder, together with interest (at assumed rate of 10% per annum), as detailed in Article 3.19.11 and the recovery of the O&M Charges (with an assumed escalation rate of [refer footnote 5] into the Concession period as detailed in Article 3.19.12 hereinabove year over year for the term of the Concession (construction period of 1 year and O&M period of 8 years thereafter). The workings thereafter apply a discounting rate of [TBD⁶] for levelising the cash flow stream, uniformly for all the Bidders, levelised to the financial year corresponding to the Bid Due Date. The output figure of this excel working - that of the levelised cost parameter and which shall be entered and uploaded in the BoQ file under the e-tender site - shall be treated as the Commercial quote submission for evaluation purposes.

3.20 Authority shall not consider any payments whatsoever, of either the capital costs or the operating expenses for any of the assets listed in Article 3.19.9 hereinabove and it shall be the Concessionaire's risk and responsibility to incur and to recover these costs and expenses.

3.20.1 Provided that, notwithstanding anything to the contrary said in this document, the Authority shall expect the Concessionaire to pay and the Concessionaire shall commit to pay amounts as specified in Article 2.3.4 in lieu of permitting the Concessionaire to carry out other activities like OOH advertising on terms laid out in this RfP document and as further elaborated in the Draft Concession Agreement. However, the Authority shall be provided with a copy (excel, linked and working model) of the Concessionaire's business plan behind the facilities if any planned under provisions of Article 2.3.4– its costs, operating expenses, and revenue generations not later than the time that the Concessionaire secures funding (whether equity or debt or both) for implementing the Project together with all the Project Facilities.

3.21 Sealing and Marking of Bid

3.21.1 The Bidder shall process the Bids in the manner specified in this Article and in Article 3.17.

⁶ The discounting rate to be used by the Authority shall be (i) uniform to all Bidders (ii) determined by the Authority at time of pre bid meeting or prior to Bid Submission date and as such, (iii) informed to all Bidders prior to opening of their Commercial submission.

- 3.21.2 The Bidder shall submit the Proposal in accordance with the guidelines prescribed in this RFP, Instructions to Bidders for participation in e-Tendering and ensure that the Proposal is complete in all aspects. The Authority reserves the right to reject Proposals that do not conform to the clauses as prescribed in the various sections of this RFP.
- 3.21.3 The packing, sealing and marking of the Bid should be done in the envelope as per the instructions given below.
- 3.21.4 The Bidder shall seal the envelope of the Bid in a single cover and mark it as “Other Submissions”. The envelope should be clearly marked as “Original”. Commercial Bid must be submitted ONLY on e-procurement portal.
- 3.21.5 The envelope shall clearly bear the following identification
“Repair, renovation, revamp, refurbishment etc., of existing toilets, standalone urinals and modular toilets and for building new toilets at locations that the Authority may specify, and for providing certain special facilities in few of these toilet locations, and for operating and maintaining these facilities and to get all of these under a centralized control and monitoring system, under a Design, Build, Finance, Operate and Transfer framework of Concession with GCC for site locations in Zone 5, 6 and 9 (Marina only) of GCC” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- 3.22 The envelope shall be addresses to:
**Superintending Engineer,
Special Projects Department
Greater Chennai Corporation,
5D, Amma Maligai, Periyamet,
Chennai, Tamil Nadu 600003**
- 3.23 Bidders should strictly adhere to the formats prescribed in this RFP Document while submitting their Bids. The Authority reserves the right to reject any Bid, which does not meet this requirement.
- 3.24 The Authority expects Bidders to adhere to the sealing and marking instructions given above and assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted. If the envelope is not sealed and marked as instructed above, such Bid, may, at the sole discretion of the Authority, be rejected.
- 3.25 Bids submitted through other modes like fax, telex, telegram or e-mail, social media including WhatsApp shall not be entertained and shall be rejected summarily.
- 3.26 Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the different Appendices is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information.
- 3.27 Not used**

3.28 Mode of Submission of Bids

Bids must be submitted online on or before date and time specified in Bid schedule. Bids received online shall be opened on date specified in Bid in the office of Superintending Engineer, Buildings Department, GCC in the presence of the Bidders who wish to participate in the tender. If the date of opening happens to be a holiday, the bids will be opened on the next working day at the same time and venue. The original Bid Security shall also be submitted to the tender inviting officer at the time of bid opening.

3.29 Modifications/ Substitution/ Withdrawal of Bids

3.29.1 No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid Due Date.

3.29.2 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by Authority, shall be disregarded.

3.29.3 The Bidder shall not be allowed to withdraw the bid which is identified as the Successful Bid. In case such request of withdrawal is received by the Authority from the Successful Bidder, the provision of Articles 3.38.7 shall apply, further such Bidder shall be barred from participating in any tenders for a period of 10 (ten) years.

3.30 Acceptance and Withdrawals of Bids

The right of final acceptance of the tender is entirely vested with the Tender Inviting Authority who reserves the right to accept or reject, any or all of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of Tender Inviting Authority to communicate with rejected Bidders. After acceptance of the Bid by Tender Inviting Authority, the Bidder should have no right to withdraw his tender or claim higher price. The Tender Inviting Authority may also reject any Bid for reasons such as lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.

3.31 Letter of Acceptance & Issue of Work Order

The Letter of Acceptance of RFP is issued to the Successful Bidder by Tender Inviting Authority. This would be treated as commencement of the engagement with the Successful Bidder.

3.32 Not Used

3.33 Not used

3.34 Validity of Bids

3.34.1 The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

3.35 Confidentiality

3.35.1 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 shall treat all information, submitted as part of the Bid, in confidence and shall 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.

3.36 Correspondence with the Bidder

3.36.1 The Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid however to maintain transparency it shall publish/send the evaluation report to all the Bidders.

3.37 Deadline for submission bids

3.37.1 Bids must be received by the Authority at the address specified above not later than the date indicated in Bid Schedule. In the event of the specified date for the submission of bid is declared as a holiday for the Authority, the Bids will be received upto the appointed time on the next working day. The Authority may extend the deadline for submission of bids by issuing an amendment.

3.38 Bid Security

3.38.1 The Bidders shall furnish as part of its Bid, a Bid Security of **Rs. 1.40 (Rupees One point Four Zero)** Crore in the form of any of the following: DD from any Scheduled/Nationalized Bank or FD or BG and having a validity period of not less than 150 (One Hundred Fifty) days from the Bid Due Date, inclusive of a claim period of 30 days, as may be extended by the Bidder from time to time.

- 3.38.2 The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 3.38.3 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 3.38.4 Bid Security of Unsuccessful Bidders shall be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the selected Bidder or when the Bidding Process is cancelled by the Authority.
- 3.38.5 The Successful Bidder's Bid Security shall be returned, without any interest, upon the Bidder signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 3.38.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as compensation/damages to the Authority under any of the events specified in Article 3.38.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority shall suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 3.38.7 The Bid Security shall be forfeited and appropriated by the Authority as compensation and damages payable to the Authority for inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
- a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Article 4.17 of this RFP;
 - b. If the Bidder withdraws its Bid after the opening of the Bid;
 - c. Deleted
 - d. In case the Successful Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.
 - e. In the case of Successful Bidder, if it fails within the specified time limit –
 - I. To sign and return the duplicate copy of LoA as token of acknowledgement,
 - II. To sign the Concession Agreement and/or
 - III. To furnish the Performance Security within the period prescribed thereof in the LoA/Concession Agreement

3.39 Performance Security

The Successful Bidder shall furnish Performance Security in the form of Bank Guarantee from a scheduled bank amounting to 5% of the Capital Costs for Project and Project Facilities (Article 3.19.7.i) as quoted by the Successful Bidder and as further adjusted for the applicability of the Goods and Services Tax.. The same should be produced within 10 days from the date of execution of the Concession Agreement in form and content as more specifically detailed in the Draft Concession Agreement. Validity of the Performance Security and other terms shall be as per the provisions of the Draft Concession Agreement. Refer to Annexure D for format of the Performance Bank Guarantee.

3.40 Additional Performance Security

In the event, the Commercial quote for the Capital cost of the Project and Project Facilities of the Lowest Bidder is lower by more than 10% with respect to the corresponding cost estimated by the Authority, the Concessionaire shall submit an Additional Performance Security (the “Additional Performance Security” as per the provision of the Draft Concession Agreement. The Additional Performance Security shall be determined at 100% of the difference in the Estimated Capital Cost of the Project and Project Facilities and the Quoted Capital Cost of the Project and Project Facilities.

4. Bid Evaluation Process

4 Evaluation of Bids

4.1 Confidentiality

- 4.1.1 The Authority shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. The Authority shall not provide to any Bidder information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition.
- 4.1.2 Information relating to the examination, clarification, evaluation and recommendation for the short-listed pre-qualified 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 shall treat all information, submitted as part of Bid, in confidence and shall 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.

4.2 Clarifications

- 4.2.1 To facilitate evaluation of Bids the Authority may, at its sole discretion, seek clarifications from any Bidder during the evaluation period. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing. If a Bidder does not provide clarifications sought within the prescribed time, its Proposal shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.
- 4.2.2 Bidders are advised that the evaluation of Bids shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection shall be given.
- 4.2.3 Any information contained in the Bids 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 any Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 4.2.4 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

4.3 Bid Evaluation Process

4.3.1 Authority shall constitute a Tender Evaluation Committee to evaluate the responses of the Bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by Bidders may lead to rejection of their bids. The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or confirmations on their bids. The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP. GCC may also include other related entities such as Tamil Nadu Infrastructure Development Board (TNIDB) as part of the Evaluation Committee and the decision of the GCC in these regard are final and binding on the Bidder.

4.4 Opening and Evaluation of Bids

4.4.1 Opening of Bids will be done through online process.

4.4.2 The Authority shall on-line open Other Submissions on November 22, 2022 at 0400 hours IST, in the presence of the authorized representatives of the Bidders, who choose to attend. Other Submissions of only those Bidders shall be opened whose Bid Security has been physically received. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions of this RFP.

4.4.3 The Authority shall open the Test of Responsiveness documents on the date as set out in key dates, at the place specified in Article 3.22 and in the presence of the Bidders who choose to attend. The Online Commercial Submission of responsive Bidders shall be opened at a date and time, notified by the Authority, at the same place specified in Article 3.22 and in the presence of the Bidders who choose to attend.

4.4.4 The Authority shall follow the process of Evaluation as set out hereunder:

1. The first stage would involve a Test of Responsiveness as specified in Article 4.10. Those Bids found to be responsive would be evaluated in the second stage.
2. In the second stage, the Online Commercial Submission would be opened and evaluated to identify the Successful Bidder.

4.5 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

4.6 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 under the Bidding Process on the basis of such information.

4.7 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

4.8 To assist in the examination, evaluation and comparison of Bids, the Authority may utilize the services of consultant(s) or advisor(s).

4.9 Stage 0 - Bid Receipt Compliance

The Bids received on the online tender portal on or before the prescribed timeline in the Bid Schedule would be scrutinized. The Bidders must submit in person, a valid, and in original, the Bid Security in the form of Demand Draft on or before submission of prescribed bid submissions date. In case of a situation wherein online submission of Bids on or before scheduled Bid Submission time but if the originals are not submitted as mandated then such Bids shall be summarily rejected.

4.10 Stage 1 - Tests of Responsiveness and Evaluation for Responsiveness

4.10.1 The Tender Evaluation Committee shall evaluate the response proposal by Bidders against the “Test of Responsiveness criteria”. Each of the Responsiveness Test conditions mentioned in this RFP is MANDATORY. In case, the Bidder does not meet any one of the conditions, the Bidder shall be disqualified. Bidders would be informed of their qualification/ disqualification based on the Test of Responsiveness criteria through web portal. Those Bidders whose bids meets the Test of Responsiveness Criteria would be termed as Responsive and only such bids would be considered for further course of bid evaluation.

4.10.2 A Bid shall be considered responsive only if:

- a. It is received by the Bid Due Date and time including any extension thereof pursuant to key dates;
- b. It is submitted properly online as per the provisions of this RFP and also three physical copies of the Submissions (Other Submissions as per Article 3.19.6.1, and Cover letter of Commercial Submission but excluding the Commercial Submission quote) are delivered appropriately as per the provisions of this RFP;
- c. it is signed, sealed, and marked as stipulated in Article 3.17 and Article 3.21
- d. It is accompanied by valid Bid Security
- e. It mentions the validity period as mentioned in this RfP
- f. It contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents.
- g. It has all the necessary corporate authorisations and supporting documents to substantiate the submissions.
- h. It is received as per instructions provided and contains information in formats as specified in this RfP
- i. It does not contain any condition or qualification; and
- j. It is not non-responsive in terms hereof.
- k. there are no inconsistencies between the Proposal and the supporting documents

4.10.3 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

4.10.4 If found responsive, the Bid would be evaluated for adequacy of the same vis-à-vis requirements and conditions set out in the RFP.

4.11 Stage 2: Commercial Evaluation

- 4.11.1 All the Responsive Bidders will be notified to participate in Commercial Submission opening process.
- 4.11.2 The Commercial Submission for the Responsive Bidders shall then be opened on the notified date and time and reviewed to determine whether the Commercial quote submission is substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- 4.11.3 Commercial Submissions that are not complete in all respects, or are not in the prescribed format or contain more than 1 figure for any component of the Commercial Submission, any alterations, qualifications, deviations or omissions, shall be liable for rejection.
- 4.11.4 The Bidders are reminded that the figures that they are to indicate in the Commercial Submission should NOT have included GST BUT should have include any and all other cost or expense parameters that are applicable and necessary to be reckoned, and that all of these submissions shall be in Indian Rupees only.
- 4.11.5 The Authority shall inform the venue and time of online opening of the Commercial Bids to the Responsive Bidders through e-procurement portal and e-mail. The Authority shall online open the Commercial Submissions on date and time to be informed in this clause in the presence of the authorised representatives of the Bidders who may choose to attend. The Authority shall announce the Commercial quote submissions for each of the Responsive Bidder.
- 4.11.6 The Authority shall rank the levelised cost that the Bidders would have entered in the BoQ file provided by GCC under the e-tender site and thereafter uploaded the same. . the Authority shall also announce the levelised cost for each of the Responsive Bidder.
- 4.11.7 The Authority shall prepare a record of opening of Commercial Submissions.

4.12 Selection of Bidder

- 4.12.1 Subject to the provisions of Article 3.14, the Bidder whose Bid is adjudged as responsive in terms of Article 4.10 and whose levelised cost is the lowest (L1), shall be declared as the selected Bidder (the "Selected Bidder").
- 4.12.2 In the event that, two or more Bidders quote exactly the same lowest validated levelised cost for the project, then the Authority shall take into account the aggregate experience score of each Bidder from the Request for Qualification (RfQ) stage, wherein the Bidder with higher score shall be adjudged the Lowest and declared as the Selected Bidder under this RfP evaluation.

- 4.12.3 Authority may negotiate with the L1 subject to the provisions under the Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012, for a further improvement to the Commercial quote provided that there shall be no negotiation on or changes to the provisions of the Draft Concession Agreement.
- 4.12.4 If the L1 identified in accordance with this Article is rejected in accordance with Article 3.14 or withdraws, the Authority may, in the second round of bidding invite all the remaining Bidder(s) to revalidate or extend their respective Bid Guarantee for Bid Security, as necessary, and to match the Commercial Submission (both on the capital Cost and on the O&M Cost parameters) of L1.
- 4.12.5 If in the second round of bidding, only one Bidder matches the aforesaid L1, such Bidder shall be selected the L1. If in the second round of bidding, two or more Bidders match the said L1 then the Bidder whose Bid was lower or more advantageous as compared to other Bidders in the first round of bidding shall be selected as the Lowest Bidder (L1).
- 4.12.6 In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding as specified above, the Authority may for reasons to be recorded in writing, initiate a third round of bidding in which the said Authority invites from all Bidders except the L1 of the first round of bidding or annul the tender process, as the case may be.
- 4.12.7 In case, the Bids are invited for the third round of bidding, they will be required to revalidate or extend their Bid Security, as necessary, and offer fresh Commercial Submission. Provided, however, that in such third round of bidding only such Commercial Submission shall be eligible for consideration which are lower than the second Lowest Tenderer in the first round of bidding.
- 4.12.8 In the event that the Lowest Bidder is not selected for any reason, the Authority may annul the Bidding Process and invite fresh Bids. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder

4.13 Notification and Issue of Letter of Award

- 4.13.1 The Successful Bidder shall be notified in writing by the Authority as evidenced by issue of Letter of Award (LOA) to the Successful Bidder. The Successful Bidder shall confirm his acceptance of the LOA issued by the Authority within 7 (seven) days as evidenced by signing and sending a copy of the LOA issued. In the event the duplicate copy of the LOA duly signed by the Successful 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 on account of failure of the Successful Bidder to acknowledge the LOA, and the next Bidder may be considered

4.13.2 After the acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall execute the Concession Agreement within the period prescribed or within such further time as the Authority may agree to in its sole discretion. The Successful Bidder shall not be entitled to seek any deviation in the Draft Concession Agreement while executing the Concession Agreement.

4.13.3 The Authority shall notify other Bidders that their Bids have not been accepted and their Bid Security shall be returned as promptly as possible as set out in various provisions in this RFP document.

4.14 Change in Ownership

4.14.1 In the event that the L1 is a consortium, the members of such consortium shall collectively hold such proportion of the issued and paid-up share capital of the Concessionaire for the term of the concession and at stages as may be specified in the Draft Concession Agreement.

Provided that such proportion shall not be less than 51% (fifty one percent).

4.14.2 In the event of a change of a member of a consortium or an Associate whose technical capacity or financial capacity or both was taken into consideration for the purpose of pre-qualifying the Bidder, prior to the signing of the Concession Agreement, the Bidder shall inform the Authority forthwith along with all relevant particulars about the same and the Authority may, at its sole discretion, disqualify the Bidder or terminate the LOA, as the case may be, and also forfeit the Bid Security or Performance Security.

4.14.3 In the event of a change as described in Article 4.14.2 occurs after signing of the Concession Agreement but before Financial Closure of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire.

4.15 Contacts during Bid Evaluation

4.15.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents from contacting by any means, the Authority and /or their employees/ representatives on matters related to the Bids under consideration.

4.16 Correspondence with Bidder

4.16.1 Save and except as provided in this RfP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

4.16.2 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.

4.16.3 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.

4.17 Fraud and Corrupt Practices

4.17.1 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 or Authority shall reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, 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 forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

4.17.2 Without prejudice to the rights of the Authority under Article 4.17.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, 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.

4.17.3 For the purposes of this Article 4.17, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. "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 indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, 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) 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 and Authority in relation to any matter concerning the Project;

- b. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- c. “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d. “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 manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. “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.

4.18 Miscellaneous

4.18.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

4.18.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b. consult any Bidder on their Bid Submission in order to receive clarification or further information;
- c. retain any information and/ or evidence submitted to the Authority by, on behalf of and/ or in relation to any Bidder; and/ or
- d. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

4.18.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

4.18.4 The Bidding Documents and RFQ are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:

- (a) the Bidding Documents;
- (b) the RFQ.

i.e. the Bidding Documents at (a) above shall prevail over the RFQ at (b) above.

5. Centralised Control and Monitoring System (CCMS)

5 Centralised Control and Monitoring System

- 5.1 The Centralized Control & Monitoring System (CCMS) and Mobile App has to be developed by the Successful Bidder for monitoring the Project in a most comprehensive manner and to cover all facilities that are developed by it, if as a Concessionaire under the Concession granted to it by the Authority vide the Concession Agreement.
- 5.2 CCMS is part of the Project, a Project Facility to be provided by the Concessionaire
- 5.3 The Concessionaire shall perform CCMS and the Mobile app with the following tasks:
- 5.3.1 Prepare a Detailed plan for setting up of CCMS, including CCMS location survey, design of CCMS, installing equipment in the Centre and its related connectivity infrastructure setup.
- 5.3.2 The Concessionaire shall be responsible to setup a mini control and monitoring Centre which can effectively view the footages from all the PCT locations from all zones and wards.
- 5.3.3 The Mobile App for toilet users, GCC Inspection and Report mechanism shall be ready as per timelines indicated in the Draft Concession Agreement. MIS for reporting and complaint redressal mechanism is to be prepared by the Concessionaire for proper quality services and accountability. The same has to be started within the contract period without failure. The Concessionaire will be responsible for data transfer of the CCTV Cameras, Biometric machine, customer feedback machine and any other sensor deployed from each Public Convenience Toilets to the CCMS.
- 5.3.4 The Mobile App should have, but not limited to, the following features
- Geographical Location map of the Toilets
 - Toilet details in terms of number of seats available, toilet type if any prescribed by GCC (such 24x7 timings or part time)
 - Complaint generation mechanism
 - Monitoring dashboard for GCC
 - Checklist for inspection including the features for audio, video and picture capturing.
- 5.3.5 The Concessionaire shall create a customized MIS for all packages such that the SLAs and the performance indicator monitoring is enabled at the CCMS. The access to this database and dashboard shall be made available to all stakeholders as desired by GCC.
- 5.3.6 Internet Connectivity: The Concessionaire shall ensure uninterrupted last mile internet connectivity at each Public Convenience Toilet and consolidation bandwidth at the CCMS. The Concessionaire shall ensure the seamless integration of data from the proposed CCMS to be setup by the Concessionaire. The place for CCMS would be given by GCC as a bare shell, on a no-cost basis and the Concessionaire is expected to arrange for the needful furniture, fixtures, infrastructure and all equipments necessary for operating the CCMS in a most effective and efficient manner from that place.

- 5.3.7 Seamless Integration with CCC of Chennai Smart City: The Concessionaire shall ensure integration of Data with Integrated Command Control Centre (ICCC) project undertaken by GCC / Chennai Smart City Limited.
- 5.3.8 The CCMS has to be commissioned as per the timelines for implementation provided in the Draft Concession Agreement.
- a. User manual, MIS, Knowledge Repository: The contractor shall be preparing user manual MIS trends and knowledge repository setup to have continuous record of the PCT setup, history of challenges, learnings & mitigations in the knowledge repository.
 - b. Mobile app shall also cater to GCC officials for purpose of record KPI inspections, Public Grievances, user feedback from PCT lounge and mobile app public users
 - c. The public shall use the mobile app to locate the geo-tagged PCTs and other Project Facilities thus created and be able to share feedback / grievances through mobile as well.
- 5.3.9 The CCMS to be designed and developed by the Concessionaire shall be such as to monitor all the duties and obligations of the Concessionaire and to capture and record all parameters, not limited to the KPIs that has been laid out in Schedule K to the Draft Concession Agreement.
- 5.3.10 The Successful Bidder shall ensure that there is 24x7 real time monitoring of all Key Performance Indicators as per Schedule K of the Draft Concession Agreement, largely enabled through the CCMS. Where KPIs cannot be tracked through automated measures, manual supervision and checking is to be conducted by the Successful Bidder.

**6.
Standards and Specifications,
Implementation Timelines,
Operation and Maintenance,
Payment Terms,
Maintenance Requirements,
Key Performance Indicators
Etc.**

Refer to Draft Concession Agreement

7. Annexures

Annexure A**Self-Declaration of Bidder's Status and
Other affirmations – Letter comprising the Bid**

{Place}

{Date}

To

...

Greater Chennai Corporation.

Chennai – 600 003.

Ref. : RFP Ref. No xxxx dated DD.MM.2022

Sub. : Declaration in response to the RfP for Design, Finance, Build, Operate and Transfer” of Public Convenience Toilets in locations under Zone 5, 6 and 9 (Marina only) of Greater Chennai Corporation – reg

Project : Design, Finance, Build, Operate and Transfer of Public Convenience Toilets in locations under Zone 5, 6 and 9 (Marina only) of Chennai City

Dear Sir,

1. We confirm that following Table 6 reflects the details surrounding our constitution. We also confirm that there has been no change in our composition, then as an Applicant and now as a Bidder, and as more clearly spelt out in the Table below:

Table 6: Constitution of Bidder – details

#	Details	Name of Company as Originally incorporated (<u>indicate name change if any with reasons and all supporting documents</u>)	Name of Country where it is Incorporated	Incorporating Agency details	Date of Incorporation
1.	Sole Bidder				
2	Consortium (if applicable)				
2.a	Lead Bidder				
2.b	Consortium Member_1				
2 c					
2 d					

2. Further, with reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
3. I / We 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.

4. This statement is made for the express purpose of our selection as Concessionaire for the Design, Finance, Build, Operate and Transfer of Public Convenience Toilets in locations under Zone 5, 6 and 9 (Marina only) of Chennai City as per terms and conditions laid out in this document and in the Draft Concession Agreement.
5. I / We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
6. I / We 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.
7. I / We certify that in the last three years, we / any of the Consortium Members or our / their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. I / We declare that:
 - (a) I / We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) I / We do not have any conflict of interest in accordance with Article 3.1.18 of the RFP document; and
 - (c) I / We 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 Article 4.17 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I / We hereby certify that we have taken steps to ensure that in conformity with the provisions of Article 4.17 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by us along with the Application in response to the RFQ for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I / We shall continue to abide by them.
9. I / We 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, in accordance with Article 4.18.2 of the RFP document.

- 10.1/ We believe that we/ our Consortium continue to satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFQ document.
- 11.1 / We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
- 12.1/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates 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.
- 13.1/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or on account of for poor performance or by any of our Associates.
- 14.1 / We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
15. Not used
- 16.1 / We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
17. **For Consortium** : We acknowledge and undertake that our Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members and undertake to commit the following:
- a) In case of a Consortium with a Lead Member, the Lead member should commit to hold a minimum equity stake not less than 26% of the aggregate shareholding of the Consortium for the term of the concession.
 - b) Members of the Consortium undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid-up equity of the SPV for the term of the concession and any other equity shareholder brought to the consortium shall hold not more than 49% to the initial shareholding at the time of signing of the Concession Agreement
 - c) In case of a Consortium, commit that each of the members, whose experience was evaluated for the purposes of the RFQ, shall subscribe to 26% (twenty-six per cent) or more of the paid-up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty-six per cent) of the subscribed and paid-up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement;
 - d) We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

[OR]

For Single Entity : I acknowledge that I was pre-qualified and short- listed on the basis of Technical Qualification and Financial Qualification credentials submitted by us. I shall therefore maintain [51%] of the issued, subscribed and paid up equity capital of the

SPV, which shall be maintained throughout the Concession Period. I further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

Strike out whichever is not applicable.

- 18.1 / We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ, I / We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
- 19.1 / We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Concession Agreement.
- 20.1 / We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
21. In the event of my/ our being declared as the Selected Bidder, I / we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 22.1 / We have studied all the Bidding Documents carefully and also carried out our own independent studies, done our due-diligence and worked out our numbers. We understand that except to the extent as expressly set forth in the Draft 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.
- 23.1 / We offer a Bid Security of Rs. (Rupees only) to the Authority in accordance with the RFP Document.
24. The Bid Security in the form of a Demand Draft/ Bank Guarantee/ Fixed Deposit Receipt (strike out whichever is not applicable) is attached.
- 25.1 / We undertake to offer the Performance Security and the Additional Performance Security for the amounts and within the time periods that the Authority may specify.
26. The documents accompanying the Bid, as specified in Article 3.19 of the RFP, have been submitted in a separate envelope and marked as specified in the RfP

8. I / We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
9. The quote behind the Commercial Submission has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Draft Concession Agreement, our own estimates of cost, advertisement prospects and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

27. I / We agree and undertake to abide by all the terms and conditions of the RFP document.

10. (We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.)
11. I / We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Place:

Date:

(Signature of the Authorized Person)

(Name of the Authorized Person)

Notes A:

1. All blank spaces shall be suitable filled up by the Bidder to reflect the particulars relating to such Bidder
2. If the Bidder is not a Consortium, provisions relating to the Consortium may be marked as Not Applicable

Notes B

1. On the Letterhead of the Bidder or Lead Member of Consortium.
2. To be signed by the Lead Member in case of a Consortium

Annexure B

Self-Declaration against Blacklisting

{Place}
{Date}

To

...

Greater Chennai Corporation.
Chennai – 600 003.

Ref. : RFP Ref. No xxxx dated DD.MM.2022

Sub. : Self Declaration of not been blacklisted in response to the proposal for RfP for Design, Finance, Build, Operate and Transfer” of Public Convenience Toilets in locations under Zone 5, 6 and 9 (Marina only) of Greater Chennai Corporation - reg

Dear Sir,

We confirm that our company, _____, is not blacklisted in any manner whatsoever by any of the State and/or central Government in India or any multi-lateral donor agency on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Place:

Date:

(Signature of the Authorized Person)

(Name of the Authorized Person)

Note:

3. *On the Letterhead of the Bidder or Lead Member of Consortium.*
4. *To be signed by the Lead Member in case of a Consortium.*

Annexure C

Letter of Consent authorizing Lead Member to sign the responses

{Place}

{Date}

To

...

Greater Chennai Corporation.
Chennai – 600 003.

Ref. : RFP Ref. No xxxx dated DD.MM.2022

Sub. : Letter of Consent for Lead Member of the Consortium to sign the RfP for Design, Finance, Build, Operate and Transfer” of Public Convenience Toilets in locations under Zone 5, 6 and 9 (Marina only) of Greater Chennai Corporation - reg

Dear Sir,

We confirm that our company, _____, the Members of the Consortium comprising of M/s._____, M/s._____, and M/s._____ (the respective names and addresses of the registered offices to be given) are interested in bidding for the Project and implementing the same in accordance with the terms and conditions contained in the RfP and other attached documents.

The members of the Consortium agree and commit to designate Mr. / Ms. _____ from, which is also the Lead Member in our Consortium, with all necessary power and authority to do, for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s response for the RfP.

The members of the Consortium also agree to have the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s RFP response for the Project, including submission of the RFP response, participating in meetings, responding to queries, submission of information or documents and generally to represent the Consortium in all its dealings with Client or any other Government Agency or any person, in connection with the Project until culmination of the process of bidding till the Concession Agreement is entered into with GCC and thereafter till the expiry of the Concession Agreement.

Place:

Date:

(Name of the Bidder⁷)

⁷ Names of all members in case of Consortium

(Signature of the Authorized Person)

(Name of the Authorized Person)

Note:

- 3. On the Letterhead of the Bidder or Lead Member of Consortium*
- 4. To be executed by all members in case of Consortium*

Annexure D

Performance Bank Guarantee

Format provided under Draft Concession Agreement

Annexure E

Acknowledgement of RfP Receipt and Confirmation of Intent to Undertake Project

.....
Greater Chennai Corporation
.....

Dear Sir,

Ref. : RFP Ref. No xxxx dated DD.MM.2022
Reg: *“Design, Finance, Build, Operate and Transfer” of Public Convenience Toilets in locations under Zone 5, 6 and 9 (Marina only) of Greater Chennai Corporation.*

The undersigned hereby acknowledges and confirms receipt of all the Parts of the Request for Proposal (RFP) document for the captioned project from Greater Corporation of Chennai (GCC) and confirms its absolute intention for taking up the repair, renovation, revamp, refurbishment etc., of existing toilets, standalone urinals and modular toilets and for building new toilets at locations that the Authority may specify, and for providing certain special facilities in few of these toilet locations, and for operating and maintaining these facilities and to get all of these under a centralized control and monitoring system, under a Design, Build, Finance, Operate and Transfer framework of Concession with GCC for site locations in Zone 5, 6 and 9 (Marina only) of GCC wholly in accordance with the Scope, Standards and Specifications as elaborately laid out in RfP documents.

Signature of the Authorized Person

Name of the Authorized Person

Date : _____

Note:

1. *On the Letterhead of the Bidder or Lead Member of Consortium.*
2. *To be signed by the Lead Member in case of a Consortium.*

Annexure F

Covering Letter-cum-Project Undertaking

.....
Greater Chennai Corporation
.....

Dear Sir,

Ref. : RFP Ref. No xxxx dated DD.MM.2022
Reg : *“Design, Finance, Build, Operate and Transfer” of Public Convenience Toilets in locations under Zone 5, 6 and 9 (Marina only) of Greater Chennai Corporation.*

Being duly authorized to represent and act on behalf of_____. (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the information provided in the Request for Proposal (RFP) document provided to us by GCC in respect of the captioned Project, the undersigned hereby submits the Proposal in response to the RFP.

We confirm that our Proposal is valid for a period of 120 days (one hundred and twenty days from _____ (Bid Due Date).

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Concession Agreement, a draft of which also forms a part of the RFP document provided to us.

Signature of the Authorized Person

Name of the Authorized Person

Date _____

Note:

1. *On the Letterhead of the Bidder or Lead Member of Consortium*
2. *To be signed by the Lead Member in case of a Consortium.*

Annexure G

Ref. : RFP Ref. No xxxx dated DD.MM.2022

Anti Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Proposal for development of Public Convenience Toilets in locations under Zone 5, 6 and 9 (Marina only) of Greater Chennai Corporation, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this _____ Day of _____ 2022.

(Name of the Bidder⁸)

(Signature of the Authorized Person)

(Name of the Authorized Person)

Note:

- 1. On the Letterhead of the Bidder or Lead Member of Consortium*
- 2. To be executed by all members in case of Consortium*

⁸ Names of all members in case of Consortium

Annexure H

Bank Guarantee for Bid Security

Ref. : RFP Ref. No xxxx dated DD.MM.2022

B.G. No.

Dated:

- 1) In consideration of you, Greater Chennai Corporation having its office at Ripon Buildings, Chennai 600003, (hereinafter referred to as “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Request for Proposal of M/s..... and having its registered office at [and acting on behalf of its Consortium] (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the development of Public Convenience Toilets including repair, renovation, revamp, refurbishment etc., of existing toilets, standalone urinals and modular toilets and for building new toilets at locations that the Authority may specify, and for providing certain special facilities in few of these toilet locations, and for operating and maintaining these facilities and to get all of these under a centralized control and monitoring system, under a Design, Build, Finance, Operate and Transfer framework of Concession with GCC for site locations in Zone 5, 6 and 9 (Marina only) of GCC (hereinafter referred to as “the Project” and the facilities as “Project Facilities”) pursuant to the RFP Document dated***** issued in respect of the Project and other related documents (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 Article 2.14.10 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 Authority an amount of Rs. (Rupees) as bid security (hereinafter referred to as the “Bid Security”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

- 2) Any such written demand made by 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
- 3) 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 Authority disputed by the Bidder or not merely on the first demand from Authority stating that the amount claimed is due to Authority by reason of failure of the Bidder to fulfill 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 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..... (Rupees. Only).
- 4) This Guarantee shall be irrevocable and remain in full force for a period of 150 (One hundred and fifty) days from the Bid Due Date inclusive of a claim period of 30 (thirty) days or for such extended period as may be mutually agreed between 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.
- 5) We, the Bank, further agree that 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 Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
- 6) 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.
- 7) In order to give full effect to this Guarantee, Authority shall be entitled to treat the Bank as the principal debtor. 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 Authority, and the Bank shall not be released from its liability under these presents by any exercise by 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 Authority or any indulgence by Authority to the said Bidder or by any change in the constitution of 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.

- 8) 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.
- 9) 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 that shall be deemed to have been duly authorized to receive the said notice of claim.
- 10) It shall not be necessary for 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 Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
- 11) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of Authority in writing
- 12) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

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

(Signature of the Authorized Signatory)

(Official Seal)

Annexure I

Commercial Submission - cover letter

From:

[insert name and address of the Bidder/Lead member]

Date [insert date]

To

GCC

[]

Dear sir,

Sub: Commercial Submission for []

We the undersigned ... [insert the name of the Bidder/Lead Member] ... having read, examined and understood in detail the RfP for development of the Project hereby submit out Commercial Submission. We hereby undertake and confirm that:

- (i) We have submitted our Commercial quote strictly in accordance with the RFP for development of the Project and Project Facilities without any deviations or condition and our Commercial Submission is consistent with all the requirements of the submission as stated in the RFP and subsequent communications from the Authority.
- (ii) The Commercial quote comprising (i) the Project Capital Cost (i.e., the Cost for the Project and Project Facilities); (ii) the O&M Charges for the first full year of operations and (iii) the levelized cost derived from these two numbers (i) and (ii) and using the excel formulations as provided by the Authority shall be the firm and final Commercial Submission made by us.
- (iii) We understood the project scope, compliances to KPIs for the said package and have submitted the Commercial quote accordingly. We shall meet the costs and expenses that are outside of the reimbursement construct from GCC from our revenues that may accrue during the contract period. The calculations for capital cost and O&M have been computed post assessing the site conditions, market demand, in-house business intelligence in this subject and hence we are completely aware of how the costing have been drawn and have adequate risk mitigations costs factored as well. The final quote has been computed on a competitive manner so as to meet the RFP conditions. Our Commercial Submission shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal.

We confirm that the values quoted by us in the Commercial Submission shall remain firm for the purpose of the Concession Agreement subject to provisions thereunder. We hereby unconditionally and irrevocably agree and accept that the decision made by the Authority in respect of any matter concerning or arising out of the RFP and the selection of Selected Bidder thereof shall be binding on us, and hereby waive, to the fullest extent permitted by Applicable Law, our right to challenge the same on any account whatsoever.

We hereby expressly waive any and all claims in respect of Bid process

Thanking you,

Yours truly,

Signature of the Authorized Person

Name of the Authorized Person

Date : _____

Note:

1. *On the Letterhead of the Bidder or Lead Member of Consortium.*
2. *To be signed by the Lead Member in case of a Consortium.*

Commercial Submission – Levelised price quote

From:

[insert name and address of the Bidder/Lead member]

Date [insert date]

To

GCC

[]

Dear sir,

Sub: Commercial Submission for []

We the undersigned ... [insert the name of the Bidder/Lead Member] ... having read, examined and understood in detail the RfP for development of the Project hereby submit our assessed levelised cost that has been estimated using our firm quote for the Project Capital Cost and our firm quote for the First Year O&M cost.

The levelised cost, Project Capital Cost and First Year O&M Cost have been worked out in accordance with the stipulations in this RfP. We have faithfully used the excel calculation sheet that was provided by GCC for the purposes of levelised cost calculations. We have also uploaded the levelised cost in the appropriate place under the BoQ file that was downloaded from <https://tntenders.gov.in> website for this proposal.

We provide below the image of the excel sheet workings that shows therein our firm quote for the Project Capital Cost, our firm quote for the First Year O&M cost and the levelised cost calculations behind our Commercial Submissions for this proposal.

(Paste below the image of the Excel workings referred to hereinabove and which truly matches in form with the image as shown below).

Bidders to note that details in the image below has been worked out for an illustrative set of numbers and as such do not provide any guidance nor direction whatsoever as from the Authority)

Table 7: Image of an illustrative set of workings behind levelised quote computation (all figures are test figures);

Already indicated by GCC in the RfP			
Capital Cost payments	40.0%	during construction	
	60.0%	during operations	
Interest rate	10.0%	SBI MCLR + 2.25%	
Concession term	8	years	
To be indicated by Bidder as part of Commercial Submission; ; as such illustrative figures only			
Project capital Cost	65	Rs Crores	
First Year O&M	65	Rs Crores	
To Be Indicated by GCC ahead of opening the Financial Bid; as such illustrative figures only			
Escl Rate for O&M, assumed	5.00%		
Discounting Rate, assumed	15.0%		

Year (Bid date, Const & Opn Years)	Capital Cost payments	O&M Payments	Total	Disc factor	Disc Value of Payments	Levelised/NPV
-1	0.00	0.00	0.00	1.00	0.00	343.36
0	26.00	0.00	26.00	0.87	22.61	
1	7.31	65.00	72.31	0.76	54.68	
2	7.31	68.25	75.56	0.66	49.68	
3	7.31	71.66	78.97	0.57	45.15	
4	7.31	75.25	82.56	0.50	41.04	
5	7.31	79.01	86.32	0.43	37.32	
6	7.31	82.96	90.27	0.38	33.94	
7	7.31	87.11	94.42	0.33	30.86	
8	7.31	91.46	98.77	0.28	28.08	

Thanking you,

Yours truly,

Signature of the Authorized Person

Name of the Authorized Person

Date : _____

Note:

3. On the Letterhead of the Bidder or Lead Member of Consortium.
4. To be signed by the Lead Member in case of a Consortium.