



Request for Proposal of “Supply, Installation & Commissioning including Operation & Maintenance for 5 years” of E Toilets under “Smart City Mission” at Puducherry City



RFP for E Toilets

**Tender No: 009 / PSCDL/2019
July 2019**

**Puducherry Smart City Development Limited
Puducherry**



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Abbreviations:

ABD	:	Area Based Development
BEC	:	Bid Evaluation Committee
BOQ	:	Bill of Quantities
CEO	:	Chief Executive Officer
DD	:	Demand Draft
EMD	:	Earnest Money Deposit
GI	:	Galvanized Iron
GOI	:	Government of India
LOA	:	Letter of Award/Letter of Acceptance
LOI	:	Letter of Intent
NIT	:	Notice inviting Tender
Nos	:	Numbers
PBG	:	Performance Bank Guarantee
PMC	:	Project Management Consultancy
PSCDL	:	Puducherry Smart City Development Limited
Pvt	:	Private
REF	:	Reference
RFP	:	Request for Proposal



Definitions:

In this “Bid / RFP Document” the following words and expression will have the meaning as herein defined where the context so admits

1. **“ABD”** Shall mean Area Based Development in the Puducherry Smart city programme.
2. **“BIS”** shall mean specifications of Bureau of Indian Standards (BIS);
3. **“Bid / Tender”** shall mean the Technical Bid and Financial Bid submitted by the Bidder along with all documents / credentials / attachments / annexure etc., in response to this RFP, in accordance with the terms and conditions hereof.
4. **“Bidder / Bidding Company”** shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company / including its successors, executors and permitted assigns as the context may require;
5. **“Bid Deadline”** shall mean the last date and time for submission of Bid in response to this RFP as specified in Notice Inviting Tender;
6. **“Bid Capacity”** shall means capacity offered by the bidder in his Bid under invitation.
7. **“BOQ”** Bill of Quantity
8. **“Chartered Accountant”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
9. **“Competent PSCDL”** shall mean CEO of PUDUCHERRY SMART CITY DEVELOPMENT LIMITED himself and / or a person or group of persons nominated by CEO for the mentioned purpose herein;
10. **“Commencement Date”** shall be the 15th day of issue of the Letter of Award or the date of signing the contract whichever is earlier.
11. **“Commissioning”** means Successful operation of the Project / Works by the successful Bidder.
12. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
13. **“Completion Date”** shall mean the end date for completion of works which will be specified in the completion certificate
14. **“Contract”** Agreement made between PSCDL and the selected bidder on issue of Letter of Award.
15. **“Contract Amount”** The total price quoted by the selected bidder
16. **“PSCDL”** Puducherry Smart City Development Limited
17. **“Engineer” / “Engineer-in-Charge”** means the PMC appointed by PSCDL for the



supervision and management of the Project

18. **“PMC”** means Project Management Consultants.
19. **Financial Bid**” shall mean the Bidder’s quoted Price as per the Annexure 3-2 of this RFP;
20. **“RFP”** shall mean Request for Proposal (RFP) / Bid Document / Tender Document

Interpretations

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any ambiguity between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or subheadings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.



1. REQUEST FOR PROPOSAL (RFP)

Puducherry Smart City Development Limited (PSCDL) invites Bids from eligible Contractors / Agencies for the work of “Supply, Installation & Commissioning including Operation & Maintenance for 5 years” of E Toilets ” under Puducherry Smart City.

Interested Contractors / Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study of the proposed location and detailed examination of this document with full understanding of its terms, conditions and implications.

Puducherry Smart City Development Limited (PSCDL) will be the Technical Facilitator in the entire bidding process and will participate in all clarification to enquiries, pre-Bid meeting, response to bidders, evaluation process etc.

1.1 Notice Inviting Tender

Sr No	Particulars	Details
1	Tender Notice No:	009/PSCDL/ 2019
2	Name & Address of the Client	Name: The Chief Executive Officer, Puducherry Smart City Development Limited (PSCDL) Address: The Chief Executive Officer Puducherry Smart City Development Limited, No.2, Bussy Street, Old Court Building, Puducherry 605 001 E-Mail ID: gmplanpscld@gmail.com Telephone :- +91 413 22 24 431
3	Name of Work	Request for proposal for “Supply, Installation & Commissioning including Operation & Maintenance for 5 years” of E Toilets” under “Smart City Mission” at Puducherry City.
4	Tender Type	Item rate as per BOQ
5	Estimated Value of Works	Rs.57,00,000/-
6	Joint Venture	Not Applicable
7	Bidding Type	Two Bid System
8	Bid Call (No's)	1
9	Downloading of tender Documents	The tender document for this work can be downloaded from website https://pudutenders.gov.in From 05/07/2019 to 30/07/2019 up to 15:00 Hrs.



Sr No	Particulars	Details
10	Pre-Bid Meeting & Time	<p>22/07/2019 10.30 Hrs</p> <p>Bidder shall have to post their queries on E-mail address gmpplanpscld@gmail.com on or before 17/07/2019 up to 17.00 hrs.</p> <p>Venue of Pre-Bid Conference – PSCDL Office, No.2, Bussy Street Old Court Building, Puducherry 605 001.</p>
11	Bidding Procedure	<p>Two Bid System</p> <p>Cover (1) – Technical Bid (Online & Hard Copy)</p> <p>Cover (2) – Financial Bid (Online)</p>
12	Online Submission (Last Date)	<p>On or before date 30/07/2019 upto 15:00 Hr through online portal: https://pudutenders.gov.in</p> <p>Technical Bid</p> <ul style="list-style-type: none"> • Scanned copy of Demand Draft as Tender fee. • Scanned copy of FDR/DD as EMD. • Scanned copy of PAN card • Scanned copies of Experience certificates showing successful completion of work (with certificate) • Scan copies of financial documents. • Audit accounts for past 3 financial years. • Undertaking on Non-black listing • In addition to the documents mentioned above, the documents required as per attached Forms & Annexure are also to be uploaded. Bidder shall submit their offer i.e. Technical bid as well as Financial Bid in Electronic format on stipulated website & date as mentioned in the tender document. No offer in physical form will be accepted. <p>Financial Bid</p> <ul style="list-style-type: none"> • On or before the date & time stated above through online portal. No offer (Financial Bid) in physical form will be accepted.
13	Physical submission of Tender Fee, Earnest Money Deposit (EMD) and all other documents in the Technical Bid. (Physical Submission only)	<p>Hard copy of Technical bid, Original document of Tender fees and EMD shall be submitted to CEO PSCDL, No.2, Bussy Street, Old Court Building, Puducherry 605 001</p> <p>Up to 30/07/2019 upto 15:00 Hr</p>



Sr No	Particulars	Details	
		All document in supporting to tender bid shall be submitted in electronic format through online (by scanning etc.) and submission only in hard copy will not be accepted separately CEO PSCDL reserves the right to accept or reject any or all tenders without assigning any reason thereof. This Tender notice shall form a part of contract document.	
14	Bid Details	Opening of Bid (Online) & PQ documents submitted electronically	If possible, on 30/07/2019 at 16:00 hrs.
		Opening of Financial Bid (Online)	Will be intimated later on.
		Bid validity period	120 days from the opening of the Financial Bid
		Project Duration	Construction period 6 Months
		Operation & Maintenance	60 Months
15	Payment Details	Tender Fee	Rs.1000/-+ 18% GST In form of Account Payee Demand Draft / Bankers Cheque payable in favour of Puducherry Smart City Development Limited, payable at Puducherry along with bid submission
		EMD (Bid Security)	Rs 1,00,000/-(Rupees One Lakh only) by the way of Pay order /FDR / Demand Draft in favour of Puducherry Smart City Development Limited payable at Puducherry.
16	Address for Correspondence and Submission of Bid document	CEO, Puducherry Smart City Development Limited (PSCDL) No.2, Bussy Street, Old Court Building Puducherry 605 001 gmpplanpscld@gmail.com Phone: - +91 413 2224431	

**1.2 Terms:**

- i. The complete bid document can be viewed / downloaded from official portal of <https://smartnet.niua.org/tenders>, <http://pondicherrysmartcity.in> and e-procurement portal of Govt. of Puducherry <https://pudutenders.gov.in>
- ii. Bids shall remain valid for 120 days (One hundred Twenty days) from the last date of submission of the tender.
- iii. To obtain first-hand information on the assignment, Contractors are encouraged to attend the pre-Bid meeting. Attending the pre-Bid meeting is optional.
- iv. Any Bid (Technically & Financial) not accompanied by Tender fees and Earnest Money as mentioned in the notice for RFP will be rejected and treated as non-responsive
- v. Bid that are received after the deadline will not be considered in this procurement process. All documents that form a part of the proposal response submitted by Contractor, should be submitted at the venue mentioned in the above table.
- vi. PSCDL will not be responsible for any delay in submission of online bid.
- vii. PSCDL reserves all rights to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to award of the Contract, without assigning any reason thereof and incurring any liability to the participated firms or any obligation to inform the bidder or bidders participated on the grounds of employer's action thereof.

Address of Communication:

Puducherry Smart City Development Limited,
No.2, Bussy Street,
Old Court Building,
Puducherry 605 001
E-mail: gmpplanpscdl@gmail.com
Telephone: +91 413 22 24 431

For any Technical related queries about bidding online, please call 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787. International Bidders are requested to prefix 91 as country code. Or email to: support-eproc@nic.in, support-eproc.pon@nic.in. The Contact details of the Local help desk - eProcurement Cell, 3rd Floor, A Block, Chief Secretariat, Puducherry, 0413-2220225 and 0413-2220262.

SD/;
Chief Executive Officer
PSCDL, Puducherry 605 001



2. Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of Puducherry Smart City Development Limited or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP document and such other terms and conditions subject to which such information is provided.

This RFP document is not an agreement or an offer to the prospective Bidders or any other person. The purpose of this RFP document is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP document. This RFP document includes statements, which reflect various assumptions and assessments arrived in relation to the proposed assignment. Such assumptions, assessments and statements do not purpose to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for Department, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP document. The assumptions, assessments, statements and information contained in this RFP document, 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 and information contained in this RFP document and obtain independent advice from appropriate sources.

Information provided in this RFP document to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Puducherry Smart City Development Limited accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Puducherry Smart City Development Limited, its employees and advisers 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 document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way in this Selection Process. Puducherry Smart City Development Limited also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP document.

Puducherry Smart City Development Limited may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP document.

The issue of this RFP document does not imply that PSCDL is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the proposed Assignment and Puducherry Smart City Development Limited reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.



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



3. Instruction to Bidders

3.1 General Information and Guidelines

3.1.1 Purpose

PUDUCHERRY SMART CITY DEVELOPMENT LIMITED seeks the services of a reputed company, for “**Supply, Installation & Commissioning including Operation & Maintenance of E-Toilet -Under Smart City Mission in Puducherry City**” (hereinafter referred to as the “Project”) under Puducherry Smart City Project. This document provides information to enable the bidders to understand the broad requirements to submit their Proposals. The detailed scope of work is provided in Section 4.0 of this RFP document.

3.1.2 Consortium

Consortium or Joint Venture is not allowed for this RFP

3.1.3 Sub-Contracting

Sub-Contracting is not allowed for this RFP

3.1.4 Completeness of Bid

The bid should be complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of its Bid and forfeiture of the EMD.

3.1.5 Proposal Preparation Costs

1. The bidder shall submit the bid at their cost and expense. PSCDL shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over PSCDL and PSCDL shall be at liberty to cancel any or all bids without giving any notice.
2. All materials, documents, drawings submitted by the bidder shall be the absolute property of PSCDL and no copyright etc. shall be entertained by PSCDL.

3.1.6 Pre-bid Meeting and Queries

1. PSCDL will host a Pre-Bid meeting as per the date mentioned in the RFP Notice Inviting Tender. The authorized representatives, limited to two members, of the interested bidders may attend the pre-bid meeting at their own cost. The purpose of the meeting is to provide bidders with information regarding the RFP and the



proposed solution requirements in reference to the RFP. Pre-Bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the Project.

2. All bidders shall e-mail their queries to gmpplanpscld@gmail.com in the form and manner as prescribed in Annexure 5. The response to the queries will be published on www.pudutenders.gov.in. No queries will be entertained thereafter. The response of PSCDL shall become integral part of RFP document. PSCDL shall not make any warranty as to the accuracy and completeness of responses.
3. PSCDL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, PSCDL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring PSCDL to respond to any question or to provide any clarification.
4. PSCDL may also on its own option, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by PSCDL shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by PSCDL or its employees or representatives shall not in any way or manner be binding on PSCDL.

3.1.7 Amendment of RFP Document

- 1 All the amendments made in the document would be published on the e-Tendering Portal only and shall be part of RFP.
- 2 The Bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates. PSCDL also reserves the right to amend the dates mentioned in this RFP.

3.1.8 Supplementary Information to the RFP

If PSCDL deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue corrigendum(s) to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

3.1.9 PUDUCHERRY SMART CITY DEVELOPMENT LIMITED's Right to Terminate the Process

PSCDL may terminate the RFP process at any time and without assigning any reason. PSCDL reserves the right to amend/ edit/ add/ delete any clause of this RFP Document. This will be informed to all and will become part of the RFP and information for the same would be published on the e-Tendering portal.



3.1.10 Site Visit and Verification of Information

- a) Bidders are encouraged to visit and examine the site or sites and obtain for themselves, on their own responsibility and risk, all information that may be necessary for submission of the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- b) The locations of the toilet blocks are listed under the Scope of Works in Section 4 of this RFP.
- c) The model drawing for E toilet is provided in the drawings section (Attached as **Annexure -11**) of this RFP.
- d) Estimated quantities are provided in the Bill of quantities as per Annexure-3.2. Measured quantities as per execution on site shall be included in the payment certificate.

3.2 Key Requirements of the Bid

3.2.1 RFP Document/Tender Fee

RFP can be downloaded from the website www.pudutenders.gov.in. RFP Document Fee as per the NIT shall be paid as Bankers Cheque / Bank Demand Draft only. The RFP document fee shall be non-refundable. Without the payment of tender fee the bids will be taken as incomplete and non-responsive and shall not be considered.

3.2.2 Earnest Money Deposit (EMD)

- 1 In terms of this RFP, a Bidder is required to submit EMD as per the Notice Inviting Tender by the way of Bankers Cheque/FDR / Demand Draft in favour of Puducherry Smart City Development Limited payable at Puducherry
- 2 The EMD of unsuccessful bidders will be returned within 90 (ninety) days from the date of the Letter of Award. The EMD of the Successful Bidder would be returned on signing the Contract Agreement and submission of Performance Bank Guarantee for an amount equal to 10% of Total Contract Value in the format provided in Annexure 8 of the RFP.
- 3 No interest will be paid by PSCDL on the EMD amount and EMD will be refunded to all the bidders (including the Successful Bidders) without any accrued interest on it.
- 4 The bid submitted without EMD, will be summarily rejected.
- 5 The EMD may be forfeited, if:



- a. a bidder withdraws their bid during the validity of the tender period /during the process stage or intends to modify their quoted prices during the period of bid validity or its extended period, if any.
 - b. in case of a Successful Bidder, the bidder fails to sign the contract in accordance with the terms and conditions or furnish the required Performance Security.
 - c. during the bid process, a bidder indulges in any such deliberate act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - d. during the bid process, any information is found false/ fraudulent/ *mala fide*, and then PSCDL shall reject the bid and, if necessary, initiate action.
 - e. the Bidder does not accept the correction of the Bid Price, pursuant to Sub Clause 3.4.6
- 6 The decision of PSCDL regarding forfeiture of the EMD shall be final and binding upon bidders.

3.3 Instruction to Bidders

3.3.1 Bid Submission Format

The entire Bid shall be submitted strictly as per the format specified in this RFP. Bids with any deviation from the prescribed format are liable for rejection.

3.3.2 Bid Submission Instructions

1. The bids shall be submitted in Two Bid System. Cover -1 Technical Bid shall be submitted online (e-Tendering) and Hard Copy. Cover -2 Financial Bid shall be submitted online (e-Tendering) only in accordance with the instructions given in the Table below:

Particulars	Instructions
COVER (1) -TECHNICAL BID	
<u>I-ONLINE SUBMISSION</u>	On or before date 30/07/2019 upto 15:00 Hr through online portal: https://pudutenders.gov.in
Fee	Scanned copy of Demand Draft as Tender fee. Scanned copy of FDR/DD/Bankers Cheque as EMD.
Technical Bid	Scanned copy of Qualification Details shall be prepared in accordance with the requirement specified in this RFP and the formats are prescribed in Annexure 1 of the RFP. <ul style="list-style-type: none"> • Registration Certificates • PAN card /GST Registration • Experience certificates showing successful completion of work (with certificate)



	<ul style="list-style-type: none"> • Financial documents. • Audit accounts for past 3 financial years. • Undertaking on Non-black listing <p>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats as prescribed in Annexure 2 of the RFP.</p> <p>Scanned Signed copy of all RFP document, Corrigendum and BoQ without rates.</p>
II -<u>HARD COPY</u>	<p>Hard Copy of the all above documents shall be submitted to the following address on or before the due date specified in the Notice Inviting Tender (NIT).</p> <p style="text-align: center;">The Chief Executive Officer, Puducherry Smart City Development Limited, No.2, Bussy Street, Old Court Building, Puducherry 605 001</p> <p>Any document in supporting to Technical Bid shall be submitted in electronic format through online (by scanning etc.) and submission only in hard copy will not be accepted separately.</p>
COVER (2) -FINANCIAL BID	
<u>ONLINE SUBMISSION</u>	<p>On or before date 30/07/2019 upto 15:00 Hr through online portal: https://pudutenders.gov.in</p> <p>The Financial Proposal shall be uploaded in accordance with the requirements specified in this RFP</p> <p>Hard copy need not be submitted for Financial Bid.</p>

2. The following points shall be in consideration for submission of bids:
 - a. PSCDL shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
 - b. The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract.
 - c. PSCDL may seek clarifications from the Bidder on the technical bid. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Bid submitted by the Bidder should be inclusive of all the



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- items in the technical bid and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer
- d. Technical Proposal shall not contain any financial information and shall be unconditional.
 - e. If any Bidder does not qualify the technical evaluation criteria stated in Clause 3.4.5 of this RFP, the financial proposals of the Bidder shall not be opened in the e-Tendering system.
 - f. It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which PSCDL reserves the right to reject the proposal.

3.3.3 Late Bid and Bid Validity Period

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and ***the system does not permit electronic submission of proposals after the due date and time specified in.*** The bids submitted before deadline shall be valid for 120 days from the last date of submission of the bids.

3.3.4 Modification and Withdrawal of Bids

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period specified by the bidder on the bid form. Entire EMD shall be forfeited if any of the bidders withdraw their bid during the validity period.

3.3.5 Non-conforming Bids

A Bid may be construed as a non-conforming proposal and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP
- b. If the Bid does not follow the format requested in this RFP or does not appear to address the particular requirements of PSCDL.

3.3.6 Language of Bids

The Bids should be submitted in English language only. If any supporting documents submitted, are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at PSCDL's discretion.

3.3.7 Authentication of Bid

- a) The Bidder should submit a Power of Attorney as per the format set forth in Annexure 6, authorizing the signatory of the Bid to commit the Bidder.
- b) All pages of the bid and its annexure, etc. shall be signed and stamped by the person or persons signing the bid.



3.3.8 Acknowledgement of Understanding of Terms

By submitting a Bid, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexures, corrigendum and addendums (if any) hereto, and have full information about all existing conditions and limitations.

3.4 Evaluation Process

- a. PSCDL will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders
- b. The BEC constituted by PSCDL shall evaluate the responses to the RFP (Cover 1) and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the Committee.
- d. The BEC may request for meetings with the Bidders to seek clarifications on their proposals and may visit Bidder's Site to validate the credentials/ citations claimed by the bidder.
- e. The BEC reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- g. Please note that BEC may seek inputs from their professional, external experts in the Bid evaluation process.

3.4.1 Bid Opening

- a. Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of the Bidder or their authorized representatives who are assigned to attend the Bid opening sessions on the specified date, time and address.
- b. PSCDL reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- c. Bid opening shall be conducted in 2 (Two) Stages;
 - Stage 1 -Technical Bid:** RFP Document fee and Bid Security/EMD, Pre-Qualification Proposal and Technical Proposal.
 - Stage 2 -Financial Bid:** Financial Bid / Priced BoQ.
- d. The venue, date and time for opening the Technical Proposal are mentioned in the RFP Bid Information Sheet/ NIT. The date and time for opening the Financial Proposals would be communicated to the qualified bidders.



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- e. The Financial Proposals of only those bidders will be opened who fulfill the criteria in Technical Evaluation.
 - f. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for PSCDL, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, PSCDL will continue process and open the bids of all the bidders.
 - g. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. PSCDL has the right to reject the bid after due diligence is done.

3.4.2 Evaluation of Technical Proposals

The evaluation of the Technical Proposals will be carried out in the following manner:

- a) PSCDL shall open Cover 1 marked "Technical Bid" on Bid opening date.
- b) The Pre-Qualification proposal must contain all the documents in compliance with instructions given in the Annexure 1.
- c) Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in Clause 3-4-4 & 3.4.5 of the RFP. **Each of the Pre-Qualification condition mentioned in Clause 3-4-4 & 3.4.5 of the RFP is MANDATORY.** In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- d) PSCDL will review the technical bids to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at PSCDL's discretion.
- e) Bidders' proposal will be evaluated as per the requirements and guidelines specified in the Annexure 2 and technical evaluation criteria as mentioned in Clause 3-4-4 & 3-4-5 of the RFP.
- f) The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order, clients contact information for verification, and all others components) as required for technical evaluation.
- g) At any time during the Bid evaluation process, BEC may seek oral/ written clarifications from the Bidders. The BEC may seek inputs from their professional and technical experts in the evaluation process.



- h) PSCDL reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- i) The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
- j) PSCDL reserves the right to accept or reject any or all bids without giving any reasons thereof.
- k) PSCDL shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

3.4.3 Financial Proposal Evaluation

- a) All the technically qualified bidders will be notified to participate in Financial Proposal opening process.
- b) Financial Proposals for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the financial proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at PSCDL's discretion.
- c) Financial Proposals that are not meeting the condition mentioned in Annexure 3.1 shall be liable for rejection.
- d) Total Cost of Bid (TCB) shall be calculated based on the Bill of Quantities given in Annexure 3.2 of the RFP.

3.4.4 Pre-Qualification Evaluation Criteria

The Bidder should meet following financial eligibility criteria;

S No	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity /Years of operation	The Bidder shall be a single legal entity (firm, company etc.) to implement the project(s). The applicant shall be in existence for at least 3 years and should have performed similar nature of work	Copy of Certificate of Registration and copies of valid PAN, GSTIN, as per statutory requirement.
2	Financial Eligibility	The Bidder should have average annual Turnover of Rs. 1.0Crores during the last 3 audited financial years.	Certificate from the Statutory Auditor /Chartered accountant



S No	Basic Requirement	Specific Requirements	Documents Required
3	Net Worth OR Solvency Certificate	The applicant should have positive net worth in any one of the last 3 financial years (FY 2018-19, 2017-18 & 2016-17). OR Solvency for an amount of 40% of the estimated amount of tender	Audited consolidated financial statements OR Solvency Certificate from a Nationalised Bank not older than six months as on the date of submission of the bid.

3.4.5 Technical Evaluation Criteria

Technical proposals of only those firms, whose bids are found responsive, shall be opened for further evaluation. Technical proposals will be evaluated for their compliance of eligibility to various tender requirements.

- ❖ Bidder should have successfully completed similar nature of works in any Central/State Govt. /Municipalities ie. the supply and commissioning of E Toilets in the last Three (3) years ending previous day of the last day of submission of tenders.
- ❖ The value of the **Completed works shall be minimum**
 - a. Three contracts of each not less than 40% of the estimated cost of tender
OR
 - b. Two contracts of each not less than 60% of the estimated cost of tender
OR
 - c. One Contract of not less than 80% of the estimated cost of tender

***Note:** The value of executed works shall be brought to current price level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to the last date of receipt of applications for tender.

To qualify for a contract for which bids are invited in the NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria. Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated above.

❖ Bid Capacity

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid Capacity} = A \times N \times 2 - B,$$

Where

'N' = No. of years prescribed for completion of the subject contract.

'A' = Maximum value of works executed in any one year during



last Five years (at current price level) *

'B' = Value at current price level of existing commitments and ongoing works to be completed in the next 'N' years

*Note: The value of executed works shall be brought to current price level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to the last date of receipt of applications for tender.

The details shall be furnished under Annexure 2.3 & 2.4

❖ **Disqualification**

Even though a bidder appears to meet the pre-qualifying criteria, he could be disqualified if he has:

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.
- c. Submitted the RFP, which is not accompanied by the required documentation or is non-responsive.
- d. Failed to provide clarifications related thereto when asked by the technical committee.
- e. Where such firm has already submitted the bid.
- f. Is black listed / barred by GOI/State Gov't /State or Central PSU/ as on date. The company/firm shall on its letterhead submit an undertaking that it has not been blacklisted by GoI/State Gov't/State or Central PSU in last three years from the date of submission of bids for this RFP.

If any such information which would have entitled PSCDL to reject or disqualify the bidder becomes known after the bidder has been qualified, PSCDL reserves the right to cancel the qualification of the Bidder at any later stage.

3.4.6 Financial Evaluation Criteria

❖ **Bid to be substantially responsive**

If a "Financial Bid" is not substantially responsive, it will be rejected by PSCDL, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation

A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one

- (a) which effects in any substantial way the scope, quality or performance of the Works;
- (b) which limits in any substantial way, inconsistent with the Bidding documents, PSCDL's right or the Bidder's obligations under the Contract; or



(c) whose rectification would affect unfairly the competitive position of the Bidders presenting substantially responsive Bids.

3.5 Award of Contract

3.5.1 Award Criteria

1. All the technically qualified bidders will be notified through email to participate in Financial Proposal opening process.
2. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfill its obligations as per the Scope of Work and Technical Specifications within the total quoted price shall be that of the Bidder. The Bidder shall bear all taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable.
3. The Bidder with the Lowest VALUE OF FINANCIAL BID (L1) will be declared as a successful bidder

3.5.2 Letter of Acceptance (LoA)

Prior to the expiration of the period of bid validity, the PSCDL will notify the Successful Bidder in writing or by fax or email, to be confirmed in writing by letter, that the bid has been accepted. LoA will constitute the formation of the contract. Upon the Successful Bidder's furnishing of Performance Bank Guarantee, PSCDL will promptly notify each unsuccessful bidder.

3.5.3 Signing of Contract

PSCDL shall notify the Successful Bidder that their bid has been accepted by a Letter of Award. On acceptance of the Performance Guarantee the Successful Bidder shall enter into contract agreement with PSCDL within the time frame mentioned in the Letter of Award issued to the Successful Bidder by the PSCDL.

3.5.4 Failure to Agree With the Terms & Conditions of the RFP / Contract

Failure of the Successful Bidder to agree with the Terms & Conditions of the RFP/ Contract shall constitute sufficient grounds for the annulment of the award, in which event PSCDL may invite for fresh RFP.

3.5.5 Puducherry Smart city Development Limited's Right to accept any Bid and to Reject any or All Bids

PSCDL reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for PSCDL's action.



3.6 Performance Bank Guarantee

- a) Within fifteen (15) working days from the date of issuance of Letter of Award, the Successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) for an amount equivalent to 10% of Contract value to PSCDL.
- b) The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Annexure 8, payable on demand, for the due performance and fulfillment of the contract by the bidder.
- c) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- d) The PBG may be discharged/returned by PSCDL upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG.
- e) The PBG shall be valid up to Operation & Maintenance period and released upon issue of Contract Performance Certificate.
- f) In case the project is extended after the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder Operation & Maintenance Period
- g) In the event of the Bidder being unable to service the contract for whatever reason PSCDL would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of PSCDL under the contract in the matter, the proceeds of the PBG shall be payable to PSCDL as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. PSCDL shall notify the Bidder in writing of the exercise of its right to receive such compensation 14 (fourteen) days in advance, indicating the contractual obligation(s) for which the Bidder is in default.
- h) PSCDL shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- i) On satisfactory performance and completion of the Operation & Maintenance Period in all respects and duly certified by the Engineer-in-Charge, Contract Performance Certificate shall be issued and the PBG would be returned to the Contractor.

3.7 INSURANCE

3.7.1 Insurance during Contract Period

The Contractor shall affect and maintain at its own cost, from the Contract Date till the date of issue of the Completion Certificate, the insurance of Works, Plant and Material for any loss or damage occurring on account of Force Majeure, Malicious Act, Accidental Damage, Explosion, Fire, Terrorism etc.

The insurance stated above shall cover the Employer and the Contractor against all loss or damage from any cause mentioned above



3.7.2 Insurance for Contractor's Defects Liability

The Contractor shall effect and maintain insurance cover for the works from the date of issue of the Completion Certificate until the end of the Operation & Maintenance Period for any loss or damage for which the Contractor is liable and which arises from a cause occurring (as mentioned in clause 3.7.1) prior to the issue of the Performance Certificate.

The Contractor shall also maintain other insurances for maximum sums as may be required under the applicable Laws and in accordance with Good Industry Practice.

3.7.3 Insurance against injury to Persons and damage to Property

The Contractor shall obtain insurance cover not less than Rs. 25.00 lakhs (Rupees Twenty five lakhs only) against its liability for any loss, damage, death or bodily injury. Or damage to any property (except things insured under Paragraph 3.7.1 and 3.7.2 of this Schedule) or to any person which may arise out of the Contractor's performance of this Agreement.

This insurance shall be per occurrence of not less than the amount stated above with no limit on the number of occurrences.

The contractor shall against its liability for any loss and damage to the property on which the contractor occupies, due to performing the obligations under the contract

3.7.4 Insurance to be in Joint names

The insurance under paragraph 3.7.1 to 3.7.3 above shall be in the joint names of the Contractor and the PSCDL.

4. Special Conditions of Contract.

4.1 Scope of work ("Service")

4.1.1 Broad Scope of Work

The scope of the Project is to procure and supply Modular E-Toilets to Puducherry Municipality to use them at prominent places where there is absence of adequate toilet facilities.

A self-operating modular E Toilet

- Is a pre-fabricated public toilet made of steel and is integrated with user-friendly electronic interfaces, to ensure cleanliness and hygiene to every user. This is unmanned & automated and have remote monitoring capabilities and it's the status of working can be tracked over web.
- This incorporates full-cycle approach in sustainable sanitation by integrating electrical, mechanical and web-E technologies.
- It controls entry, usage, cleaning, and remote monitoring capabilities with multiple revenue options



4.1.2 General Features

The Modular Toilet has following general features:

1. It is generally placed on a basic civil / metal construction base
2. It is a pre-fabricated made of Stainless steel
3. The unit can accommodate Indian /European style closet, health faucet, lights, status display & instruction boards, etc
4. The capacity of the water tank erected on roof top will be 225/300/500 lit
5. The tank is connected to the three flushes (pre-flush/platform washing/ after use flush) in the unit
6. There is display light outside the toilet unit, which shows whether the unit is 'Occupied' indicating with Red light or 'Unoccupied' indicating with Green light
7. Sewage treatment: The waste is collected at Bio digester (DRDO technology) kept at the bottom of the Toilet , which is an anaerobic treatment system. Alternatively, it can be connected to the existing sewer line or septic tank

Functional arrangements

- 1) The user can enter by inserting coin in case of pay-per-use or press the switch for free access and close the door manually, similar to a conventional toilet.
- 2) Upon entering the toilet, indoor lights will be switched on automatically. Pre-flush system will wet the closet initially. Manual flush cock is also available to activate to flush the Toilet. Besides, the system will automatically flush after the exit
- 3) After using the Toilet, the exit from the unit is completely manual.
- 4) An automatic floor cleaning mechanism is also provided through which, the floor will be cleaned automatically. The floor cleaning can be activated either through a push switch or it can be programmed to function after a specified usage.

Other features

It is connected over a GPRS network. This ensures, real-time monitoring of the usage and health status of the Toilet. This can be viewed and managed over a web interface for ensuring minimal downtime and standardized maintenance operations

A dedicated team of Service Engineers attend to technical trouble shooting of the e-Toilets.



4.1.3 Number of proposed E-Toilets and Seating Capacity

S. No	Locations	No of Toilet seats Required	Male		Female		Differently abled person	
			Indian	European	Indian	European	Indian	European
1	Botanical Garden	2		1		1		
2	Puducherry Railways	2		1		1		
3	Near Craft mela backside of Gandhi Tidal	2		-		1		1
	Total	6	0	2	0	3	0	1

4.1.4 The Location map is provided Annexure 11

4.2 Technical Specifications

4.2.1 General Technical Specifications

Self-Cleaning Public Toilets: Double Cubicles with One Ladies One Gents usage

The general specifications of each double toilet model required shall meet given below specifications. E-Toilet shall be installed depending on the location and space availability as Duplex toilet. While installing double electronic toilet, common facilities like water tank, pressure boosting motor pump, battery, battery charger, soak pit and safety tank or sewage connection works, electricity and water connection and related works, which are common for both the toilets, can be shared

S. No.	Specifications	Description			
1	Inside Area for single cubicle	Cubicle type	Width	Length	Height
		Gents	1050mm±50mm minimum	1200mm±50mm minimum	2300mm±50mm minimum
		Ladies	1050mm±50mm minimum	1200mm±50mm minimum	2300mm±50mm minimum
		Disabled	1200mm±50mm minimum	2100mm±50mm minimum	2300mm±50mm minimum
2	Inside layout	Design should be vandal proof and easy to clean. Ridges should not bend towards inside area of the toilet. It should keep international or Indian public toilet standards. The design should prevent tampering and vandalism of inside components and equipment to most extent and at the same time, it should ensure aesthetic appeal with a clean and hygienic environment inside unmanned toilet.			
3	Exterior area	Exterior area covered with ACP/GRP/PUF or similar aesthetic anti-fungal materials.			



		<p>The measurements shall be 4 sq. meter or more for single toilet with provision for advertisement.</p> <p>The design/layout should accommodate two cubicles depending on the site convenience (preferably around 9 sq. meter) and shall have provision for advertisement.</p> <p>The design/layout should accommodate three cubicles depending on the site convenience (preferably around 15 sq. meter) and shall have provision for advertisement</p>																				
4	Cubicle floor	Double layered floor with upper layer made of stainless steel AISI 316 with 3 mm thickness perforated & non-slippery. The layer beneath should be waterproof and ventilated anti-fungal tray connected with soak pit with P-trap. The layer beneath should have provision for cleaning.																				
5	Inside wall	Wall should be stainless steel panels with 316 grade with waterproof, finished, smoothed facade to prevent dirt accumulation on corners and ridges.																				
6	Roof	Roof shall be insulated PUF sandwich panels with PPGI sheet on top or GRP molded roof with insulation to prevent temperature extremities. Roof should be extended towards entry side (minimum 600mm) to provide rain-guard for waiting users.																				
7	Service Room	The service room of E-Toilet should accommodate all components of the toilet to prevent unauthorized public access and provide necessary provision for maintenance and service of the components. It should have a separate door to enter for service and maintenance and for inspection. The service room will typically accommodate battery, motor pump, waste bin bag, napkin incinerator, napkin vending machine, plumbing lines, electrical equipment, sensors, control boards, IoT devices, etc. The service room should have separate door key with remote monitoring of its opening status. It should have enough ventilation and lighting for safe working of service personal. All components used should be in IS standards, neat and clean layout, protective and tamper proof way.																				
8	User information and infographics	Necessary infographics should be provided for proper guidance. Visual indications using LCD/LED should be provided with voice guidance which will give proper information to user.																				
9	Voice Guidance	Users shall be guided by proper voice instructions. As and when it is required, the system will play prerecorded voice.																				
10	Main Door	<p>The door with stainless-steel panel should have the following dimensions</p> <table border="1"> <thead> <tr> <th>Cubicle type</th> <th>Width</th> <th>Thickness</th> <th>Height</th> <th>Type</th> </tr> </thead> <tbody> <tr> <td>Gents</td> <td>700mm</td> <td>30mm</td> <td>1900mm</td> <td></td> </tr> <tr> <td>Ladies</td> <td>700mm</td> <td>30mm</td> <td>1900mm</td> <td></td> </tr> <tr> <td>Disabled</td> <td>900mm</td> <td>30mm</td> <td>1900mm</td> <td></td> </tr> </tbody> </table> <p>The door has to lock from inside manually and fabricated strong enough to prevent vandalism and tampering. Toilet door control from</p>	Cubicle type	Width	Thickness	Height	Type	Gents	700mm	30mm	1900mm		Ladies	700mm	30mm	1900mm		Disabled	900mm	30mm	1900mm	
Cubicle type	Width	Thickness	Height	Type																		
Gents	700mm	30mm	1900mm																			
Ladies	700mm	30mm	1900mm																			
Disabled	900mm	30mm	1900mm																			



		inside should be manual and operational even if a total power failure occurs. The door should be equipped with branded door closer, mortis lock and door handle.																
11	Electric Locks	Electric strike lock (12V DC) for access control.																
12	Inside Lock	SS 316 grade Tower bolt fitted with SS Allen key, CSK fasteners from inside to lock the door manually																
13	Access Control	Coin mechanism that accept multiple coins / press button for controlling the access to toilets. The access control mechanism should prevent toilet usage when there is no power / water.																
14	Manual Exit	Should ensure manual exit like normal toilet door from inside of toilet																
15	Foot step/Ramp	Foot step/Ramp with 500mm minimum width using exterior anti-skidding floor panel.																
16	Ventilation	Ventilation with minimum 4" DC 12V Exhaust fan or louvers to ensure fresh air inside toilet for each cubicle																
17	Fan/LED light	Automated vandal proof Fan and LED light inside cubicle, switching on when toilet is occupied																
18	Electrical	<table border="1"> <tr> <td>1</td> <td>All electrical cabling and accessories should be of ISI standards.</td> </tr> <tr> <td>2</td> <td>DPMCB (230v/50HZ, 32A) for overload and short-circuit protection.</td> </tr> <tr> <td>3</td> <td>RCCB (230v/50HZ, 32A/30mA) earth leakage (Electric shock) protection.</td> </tr> <tr> <td>4</td> <td>Single pole MCB (230v/50HZ, 10A) protection for each section.</td> </tr> <tr> <td>5</td> <td>8 / 10 way distribution box.</td> </tr> <tr> <td>6</td> <td>Wiring should follow Colour code Red-phase, Black-neutral, Green-earth.</td> </tr> <tr> <td>7</td> <td>Switch board requires to connect loads and service equipment.</td> </tr> <tr> <td>8</td> <td>Toilet structure, motor and all metal boxes inside the service room must be earthed properly.</td> </tr> </table>	1	All electrical cabling and accessories should be of ISI standards.	2	DPMCB (230v/50HZ, 32A) for overload and short-circuit protection.	3	RCCB (230v/50HZ, 32A/30mA) earth leakage (Electric shock) protection.	4	Single pole MCB (230v/50HZ, 10A) protection for each section.	5	8 / 10 way distribution box.	6	Wiring should follow Colour code Red-phase, Black-neutral, Green-earth.	7	Switch board requires to connect loads and service equipment.	8	Toilet structure, motor and all metal boxes inside the service room must be earthed properly.
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19	Battery	Battery 75 AH minimum(Maintenance free) with battery charger(5A min) / UPS – 700vA																
20	Meter Box	Electricity board approved energy meter. Electric supply – Single phase 230V 50Hz, 3KVA.																
21	Plumbing	CPVC / braided plumbing material, water tank (1000 liter capacity), 0.5HP Pressure boosting pump, spiral cleaning nozzle, automatic valves, inline pressure adjusting mechanism For sewage connection with 100mm PVC pipe to sewage lines / Ferro cement sewage treatment / Bio membrane tank (with additional cost) etc.																
22	Toilet Pan	Vandal proof Indian style stainless steel 316 grade toilet pan merged with 3mm perforated floor OR Stainless steel 316 grade floor standing, vandal proof EWC, bolted with floor and wall, fitted with P-trap. The total console of EWC should be stainless steel to prevent tampering.																



23	Mirror	Stainless steel anti-tampering mirror
24	Waste Bin	Stainless steel waste bin with push door towards outside toilet cubicle with disposable bag kept in service room.
25	Water Tap	Stainless Steel water tap with mug or health faucet or both fitted in a tamper resistant way and easily accessible for the user. Tap should be fixed not more than 150mm from floor
26	Handle/handrail	Stainless Steel Handle/handrail with 25mm dia for aged people in gents/ladies cubicle.
27	Bag Holder	Stainless Steel multi hook Bag Holder fitted with SS Allen key CSK fasteners
28	Cleaning System	Provision for pressurized water cleaning in a swirling way to clean stainless-steel walls of toilet along with perforated floor, toilet pan and wash basin top using SS 316 full cone spiral jet nozzle.
29	Self-Cleaning	Self-cleaning of floors and walls after preprogrammed intervals. The system will jets high pressure water from top using spiral nozzle to clean wall up to 2m and the perforated floor.
30	Pre-wetting	Automatic Pre-wetting system with minimum water consumption.
31	Post-flushing	Automatic flushing after the toilet use and its manual overriding with stainless steel press button.
32	Perimeter cleaning	5 meter flexible hose with nozzle should be provided in the service room for manual cleaning of the external perimeter, as well as for manual jetting inside the toilet cubicle. This should ensure pressurized jetting of water.
33	Emergency Exit	Manual overriding of door access control system. The safe protection window should be provided to easily access inside door handle by any authorized personnel to open the door in case of emergencies.
34	Emergency Numbers	Emergency contact local numbers should be displayed inside and outside.
35	Technology Features	IoT enabled remote status monitoring system along with Web application for viewing the status of each toilet for authorized personnel should be provided.
36	Automatic outdoor light	Automatic outdoor light that turns on during low light condition as the user approach the toilet premises
37	E charging unit	E charging unit with common USB cable connector for minimum 2 E phones accessible from outside of the toilet without causing any inconvenience to the toilet users.
38	Working	Coin / switch operated voice guided entry, automatic pre-wetting of toilet pan along with automated switching on of light, fan and ventilation. Automatic post-flush after use with overriding manual flush system, automatic sensor tap and manual door exit. Automatic pressurized washing of wall, toilet pan and perforated floor at predefined intervals. Remote monitoring of toilet functionalities and operating status for administrators.
39	Safety Measures	Best practices of safety measures for public toilets should be kept. The details of safety documentation should be provided and required safety instructions should be displayed on toilet premises.



Disabled Friendly Toilets – Special Provisions Required

The disabled friendly toilets should have the following additional features/provisions.

1	Infographics	The disabled friendly toilet needs to have instructions in braille language.
2	Ramps	For disabled friendly toilets there must be Ramp which have slope suitable for wheel chair entry.
3	Hand Rails	There should be Stainless Steel handrails with 25mm dia and the same should be encircled on all sides including door for disabled friendly cubicle.
4	Main Door	For disabled toilet, Sliding door with motorized door operator with manual overriding needs to be provided.

Women Friendly Toilets – Special Provisions Required

The women friendly toilets should have the following additional features/provisions.

1	Napkin Incinerator	Napkin incinerator sensor based inside ladies toilet cubicle with minimum power consumption
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Other Features

1	Sensor Hand wash console	SS 316 Wash basin fitted with touch free hand washer touch free with soap dispenser in tamper proof way. The sensor hand wash should dispense only limited amount of water at a time.
2	Road Sign boards	Powder coated 2mm thick 600mmX450mm road sign board with reflective road stickers and fitted with SS bolts on 8 feet height 50mm dia MS pipes should be fixed to the installed E-TOILET.
3	Perimeter Beautification	Perimeter of the toilet shall be beautified with pavement / interlocking tiles with a height of 200mm from road level to prevent future vegetation growth. The tiling shall be extended from toilet outer wall in accordance with site condition
4	Bio digester	FRP bio-digesters with 2000 liter tank capacity and bacterial inoculums. Bio-digester utilizes an anaerobic process in which bacteria feed upon the fecal matter inside the tank and finally degrades the matter.
5	Panic button	Panic button should be provided inside the cubicle with hooter alarm.

4.2.2 Installation and maintenance of E Toilets

4.2.2.1 Scope of Operation & Maintenance

- The bidder shall maintain the Toilet building, at the designated site identified by PSCDL/Puducherry Municipality and shall carry out operation and Maintenance for the period of **five years**.
- Outside and inside Cleaning the Toilet Weekly twice



- Maintenance/Preventive Maintenance of electrical and electrical parts. It includes battery ,sensors, electrical fittings , pressure motor pump , solinoid valves (electronically and electrically operated valve) , coin acceptor, coin validator, control boards and relays. These parts will be either replaced or rectified by a qualified technician appointed locally and will be paid by the bidder and also any engineer for support service from Head office if required shall be provided by the bidder.
- This includes Payments of Water Bills, Electricity Bills, Internet Bills , Coin Collection etc

4.2.2.2 Maintenance of Infrastructure

- The E-Toilet shall work on 24x7 basis
- The Contractor shall maintain the Toilet neat and tidy .
- The Contractor shall ensure all plumbing, wastewater connections up to septic tank / sewer connections, are functional.
- The Contractor ensure sufficient water supply at each of the Toilet for cleaning and washing.
- The Contractor shall ensure electricity is available during the operations period and all fittings are functional.
- All electrical fixtures shall be working during the Agreement period. The Contractor shall ensure timely replacements of electrical fixtures on need basis.
- The Contractor shall maintain all plumbing, floors, pump etc. in good working conditions on regular basis and undertake repairs or replacement as and when required.

4.2.2.3 Operation and maintenance of the Toilet

- The cleaning operation should be done at fixed intervals as per minimum specific schedule prescribed thereof by PSCDL/Puducherry Municipality administration and in case of high patronization additional number of cleaning activity should be ensured.
- Disinfect around all sanitary wares, washbasins and disposal bins
- Replenish toilet paper, soaps, paper towels and other consumables, as necessary. Refill soap dispensers where required and wipe clean. Empty all disposal bins.
- Spray air freshener throughout interior of the building sufficient to mask unpleasant odour (optional).
- Check operation of taps and pipework for leaks and repair leaks immediately.



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- Clean off all surfaces of sanitary ware using sanitary cleaner / de-scaler with particular attention to the reduction of any encrustations found. 'Standing areas' of urinals shall be treated with sanitary cleaner / descaler and washed down.
 - Wash down all walls and partitions using hard surface cleaner. Damp wipe doors using a diluted disinfectant solution.
 - Sweep any entrance ways and/or steps/ramps.
 - Remove all unwanted articles that do not contribute to toilet O&M.

4.2.2.4 Management of complete operations

- The Contractor shall make own arrangement for security of the toilet facility and its fixtures.
- The staff should be polite, clean and behave decently with decent verbal skills. The staff should be trained to answer any queries by the customer or citizens. The staff should also be trained with cleaning procedures and all procedures to keep the toilet clean.
- The Contractor shall furnish names of the persons who have been appointed as cleaner/ caretaker for the toilet facilities and their names should be registered with the Municipality. The said cleaner/caretaker of the Contractor shall not allow any other person to occupy the toilet facilities.
- The Contractor shall maintain hygiene condition around the toilet and ensure that no wastes of any kind are dumped, or wastewater is stagnated or overflowed around the Toilet.
- The Contractor shall ensure that the complaint or suggestion register along with feedback form and pen are made available and accessible to the users at all time during the operational hours

4.2.2.5 Consumables/disinfectants/equipment

- Provide following material of good quality:
 - i. The liquid soap/soap cakes of standard quality and make, provided in wash basins.
 - ii. The condition of hand driers, if any shall be maintained in proper condition.
 - iii. Phenyl, acid, naphthalene balls, brooms, coir brush, scraping sheet, baskets, mugs, bleaching powder and lime powder.
 - iv. The toilet paper and paper towel shall be of standard quality and make.
- Availability of consumables and stock to be available at all times and replaced soonest, as required. This should include:



- i. Enough stock of consumables for at least a week shall be made available at all times and replaced when required.
- ii. Clean and dry consumables for each user.
- iii. Repair of any defective fixture before next use and replacement thereof to the original specifications and design

4.2.2.6 Recovery to be made for default

Sl. No.	Description	Amount
1	In case of failure of the contractor to provide the required number of cleaner/caretaker	Rs.250/- per worker per day will be levied.
3	Attending of O&M of Toilets related complaints <ul style="list-style-type: none"> a) within twenty hours for minor complaints and b) within three days for major complaints 	Non-compliance shall be penalised at the time of occurrence subject to complaints

4.2.3 Drawing:

A model drawing is attached **as Annexure-11** for the proposed E toilet is attached herewith. The successful bidder will have to submit a fresh drawing and get it approved from PSCDL before the start of work.



5. Payment

Upon completion of work, the contractor will be paid for the quantity of the work accomplished as stated below;

Description of Activities	Percentage On total contract value
Supply, Inspection & Approval of all materials at site	50%
Fabrication, Erection & Installation at site (Locations)	35%
Testing & Commissioning	15%

5.1 Payment Certificates

The Contractor shall submit the Monthly Statement (MS) by the 5th day of the succeeding month in the printed forms in duplicate and in .xls format soft copy (both to be submitted with the application) at the office of the Engineer (PMC) with a copy to PSCDL

Within 14 (Fourteen) days after receipt of the Monthly Statement for Works, the PMC shall deliver to the PSCDL, with a copy to the Contractor, an Interim Payment Certificate (IPC) stating the amount which, in the opinion of the PMC, shall become payable to the contractor. In case of PSCDL/PMC have queries related to various claims in the monthly statement or if it is not supported with necessary details, the PSCDL/PMC will return the same to the contractor for compliance. Contractor has to resubmit the monthly statement with compliance.

Within 14 (Fourteen) days after receipt of Interim Payment Certificate (IPC) from the PMC, PSCDL shall make the Payment to the Contractor, after deducting all statutory dues and adjusting the payments already released to the Contractor against the said Statement.

5.2 Final Payment Certificate

a) Within 30 (Thirty) days after receiving the Completion Certificate the Contractor shall submit to the PMC for consideration Final Payment Statement as per approved format by the Employer (the "Final Payment Statement") for Works, with supporting documents in duplicate and in .xls format soft copy (both to be submitted with the application) at the office of the PMC with a copy of the same to PSCDL.

b) The Final Payment Statement shall show in detail:

- The summary of Contractor's interim Payment claims for Works as submitted in accordance with contract



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- The amounts received from the PSCDL against each claim
 - Any further sums which the Contractor considers due to it from the PSCDL
- c) If the PSCDL disagrees with or cannot verify any part of the Final Payment Statement, the Contractor shall submit such further information as they may reasonably require.
- d) Within 30 (thirty) days after receipt of the Final Payment Statement for Works, and the written discharge, and there being no disputed items of claim, the Employer shall deliver a copy to the Contractor, a final payment certificate (the “Final Payment Certificate”) stating the amount which, in the opinion of the Employer, is finally due under this Agreement or otherwise. For the avoidance of doubt, before issuing the Final Payment Certificate, the Employer shall ascertain from the all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.
- e) Contractor should remove the temporary structures, labor camps, & dispose surplus materials, debris etc. lying at work site within 30 days from receiving the Completion Certificate.

5.3 Retention

The Employer shall retain from each payment due to the Contractor the proportion stated in the GCC vide Clause 6.2.5 until Completion of the whole of the Works

5.4 Variations

5.4.1 Changes in the Quantities

- a) In this contract, no variation in any item of work is allowed. The bidder is bound to carry out all the items of work at the single quoted rate.
- b) However, within the contract period, whenever there is an order from PSCDL in writing to execute any additional quantity, the contractor is bound to do it at the quoted rate and the bidder shall not be entitled for any additional claim or compensation.

5.5 Time Period & Milestones

5.5.1 The Contract Period

The Contract period shall be reckoned from the fifteenth (15TH) day of issue of Letter of Award or the date of signing the contract, whichever is earlier. The completion of the



contract shall be date of issue of completion certificate and the commencement of Operation and Maintenance period.

Upon successful completion of Operation and Maintenance, a Performance Certificate will be issued and the Contractor will be relieved from all obligations under this Contract.

5.5.2 The Construction Period

The construction period shall be **6 calendar months** from the commencement date. The completion date shall be the date of completion of the works at the end of the construction period including any extensions granted there of subject to the condition under Clause 6-7-3.

5.5.3 Operation & Maintenance Period

The Operation & Maintenance Period shall be 60 calendar months from date of completion of all Construction work and issue of a Completion Certificate from the Engineer-in-Charge.

5.5.4 Liquidated damages

The Contractor shall pay liquidated damages to the Employer at the rate of one tenth of one percent of contract value per calendar day in case of non-compliance work within the intended completion period. The total amount of liquidated damages shall not exceed 10% the contract amount. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.



6. General Conditions of Contract (GCC)

6.1 Scope of Work

6.1.1 Broad Scope of work

This Contract is for the execution of the Works by the Contractor for PSCDL, as per the Scope of works and Technical Specification as set out in Section 2 and in accordance with the terms and conditions of this Contract. The Contractor shall, during the term of this Contract, execute the Works and any other work, as may be required to fulfil its obligations under this Contract.

6.1.2 Drawing

Within 7 days from the Commencement Date the Contractor shall submit drawing and details of major quantities for review and approval by the Employer / PMC which shall be reviewed/approved within 3 days of receipt.

The intellectual property rights in respect of drawing and all that is relevant to the concept of rights shall be vested in PSCDL.

6.1.3 Quality Assurance

a. Inspection

The PSCDL/PMC and its authorised representative shall at all reasonable times have full access during production, manufacture and construction at the Site and at the Place of production, be entitled to examine, inspect, measure and test the Materials and workmanship, and to check the progress of manufacture of Materials.

The Contractor shall give the PSCDL/PMC and its authorised agents access, facilities and safety equipment for carrying out their obligations under this Agreement.

b. Samples

The Contractor shall submit the samples of Materials and relevant information to the PSCDL/PMC for pre-construction review:

- 1) manufacturer's test reports
- 2) standard samples of manufactured Materials
- 3) samples of such other Materials as the PSCDL/PMC may require
- 4) Test reports as per prescribed frequency in specifications

c. Quality Control, Tests and Inspection

1. For determining that work conform to the Specifications and Standards, the PMC shall require the Contractor to carry out or cause to be carried out tests, at such time and



frequency and in such manner as specified in Specifications, and in accordance with Good Industry Practice for quality assurance.

2. During course of the execution if any other laboratory is approved by PSCDL for third party testing, the contractor can send the material to that laboratory also.
3. In the event that results of any tests conducted establish any Defects or deficiencies in work, the Contractor shall carry out remedial measures and furnish a report to the PMC in this behalf. The PMC shall require the Contractor to carry out or cause to be carried out tests to determine that such remedial measures have brought work into compliance with the Specifications and Standards, and the procedure shall be repeated until such Works conform to the Specifications and Standards.
4. Inspection and acceptance of the work shall not relieve the Contractor from any of his responsibilities under this Contract.
5. After completion of all tests as per specifications, the whole work will be subject to a final inspection to ensure that work has been completed as per requirement. If any defects noticed in the work are attributable to Contractor these shall be attended by the Contractor at his own cost, as and when they are brought to his notice by the PMC / PSCDL. The Employer shall have the right to have these defects rectified at the risk and cost of the Contractor, if he fails to attend to these defects immediately.

d. Safety & Environment

a. Precautions to avoid any nuisance to the neighborhood / surrounding

All the necessary precautions to be taken during the implementation of the project (either during day or night), to avoid any nuisance or any harm causing to the neighborhood/surrounding areas of proposed construction site.

No complaint should be arise by the neighborhood /society dwellers, during the development work by contractor or any of the persons directly or indirectly related to the site work.

In case of any such conditions the contractor shall be fully responsible for the consequences & settlement.

b. Opportunities and facilities for other contractor's agencies etc.

The Contractor shall, in accordance with the requirements of the PMC's Representative afford all reasonable opportunities to any other Contractors employed by the Employer for carrying out their work and to their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the works.



c. Plant, Machinery & Job facility Area

The contractor will have to make his own arrangement for storage of materials, plants, equipment's, machineries to be used in the execution of this work well in time after award of the contract, at his own cost.

The land for facilitating the works shall be arranged by the contractor and maintained and re-instated after the implementation as per Environment mitigation norms.

The contractor shall allow the PSCDL/PMC or any person authorized by the PMC to access the site or an place where work in connection with the contract is being carried out or intended to be carried out or to any place where materials or plant are being manufactured / fabricated/ assembled for the works.

d. Environmental safeguards

The Contractor shall take action of following points and note the stipulations as under as regards environmental safeguards as stipulated by the Ministry of Environment, Forests and Climate Change.

e. Additional Conditions

Following additional conditions shall be binding on contractor during execution of work.

Any damage caused to either private or public property, services, structures etc. shall be made good by Contractor without any extra cost to the employer

Contractor need to ensure proper and adequate traffic safety signboards, barricades, lighting at night shall be displayed during day and night to ensure that no accidents take Place.

6.2 Payment Terms**6.2.1 Payment Certificates****a. The Contract Price:**

PSCDL hereby agrees to pay to the Contractor for satisfactory discharge of its obligations under this Contract, amount of INR awarded. The Contract Price shall be the full and complete payment for the Contractor's performance of the obligations under this Contract and includes all costs necessary for execution of the Works.

The Contract Price shall be paid in accordance with **and** in the manner provided in the Special conditions of contract and Annexure 3.2 of this RFP.

The Contract Price shall be inclusive of all taxes and levies under applicable laws. For the avoidance of doubt, all the taxes and duties levied by the state government/ central government/ local bodies at the prevailing rates applicable on the date of Letter of Award



shall be fully borne by the Contractor and shall not be reimbursed to it by PSCDL on any account.

Any payment of the Contract Price or part thereof, made by PSCDL, shall not be deemed to constitute acceptance by PSCDL of the Works or any part(s) thereof and shall not relieve the Contractor of any of its obligations under this Contract.

b. Payment Statement

The Employer shall make payments to the Contractor as certified by the PMC on completion and valued in accordance to its amount awarded

The Contractor shall submit the statement for completed works. The PMC shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, and shall issue the payment Certificate within 15 (fifteen) days from the presentation of the monthly statement.

c. Payment to the contractor on Payment certificates

Payment shall be made no later than 30 (thirty) days from the date of certification of the Payment Statement by the PMC subject to the submission being not required to be referred back to contractor for corrections.

The Employer shall deduct payments against statutory deductions such as TDS, GST/VAT, Cess etc. as per rules in force from time to time

d. Payment intermediate to certificates

No payment shall be made for any Works, intermediate to the payments certificates

e. Right to Withhold

The PMC may refuse to approve any payment because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved and paid to such extent as may be necessary in the opinion of the PMC to protect him from loss because :

- a) The Work is defective,
- b) Third party claims have been filed or there is reasonable evidence indicating probable filing of such claims,
- c) of the Contractor's failure to make payment properly to sub-contractor or for labor, materials or equipment,
- d) of damage to another Contractor, or to the property of others caused by the Contractor,
- e) of reasonable doubt that the Work cannot be completed for the unpaid balance of the Contract Price,
- f) of reasonable indication that the Work will not be completed within the Contract Period,



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- g) of the Contractor's neglect or unsatisfactory prosecution of the Work including failure to clean up.
 - h) In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute

Once the reasons that enable or require the PMC to withhold such payments are removed, payment will be made for amounts withheld due to such reasons to the extent the Contractor is entitled to.

f. Payment on reduced rates on account of items of Work not accepted by the PMC

The rates of amount, shall be valid only when the all items concerned is accepted as having been completed fully in accordance with the Technical Specifications.

g. Correction of Payment Certificates

The PMC may by Payment Certificate make any correction or modification of any previous Payment Certificate issued.

h. Overpayment & Post payment Audit

- i. The Employer further reserves the right to enforce recovery of any over payment when detected
- ii. Whenever any claim for the payment of a sum to the Employer arises out of or under this Contract against the contractor the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the Employer or from any sum due to the contractor with Employer, or from his retention money, or he shall pay the claim on demand.
- iii. The Employer reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc.
- iv. If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract, it shall be recovered by the PSCDL from the contractor by way of all the means prescribed above.

6.2.2 Price Adjustment

Price adjustment is not applicable in this contract/RFP.

6.2.3 Advance Payments and recovery

There is no advance payment for this work.



6.2.4 Release of Payments

- a) Payments shall be made by the Employer as per Clause 5.1 on satisfactory quality inspection and verification by the PSCDL's Official on the conformity on the Goods/ Products/ Services/ Solutions supplied as per the agreed specifications.
- b) The Employer shall, pay to the Contractor the amount which is stated as being finally due in the Final Payment Certificate within 60 (Sixty) days of receipt of the same and in that event no further amount shall ever become due and payable to the contractor in respect of this contract save and except as indicated in the final payment certificate.
- c) All the payment shall be made in Indian Rupees by RTGS/ NEFT on Bank in the name of the Contractor.
- d) All remittance charges shall be borne by the Contractor.
- e) Any liquidated damages, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments.
- f) Indirect taxes and levies and any statutory deductions as applicable, shall be deducted as per the prevalent rules and regulations.

6.2.5 Retention

- a) The Employer shall retain 10 % of the bill amount from each payment due to the Contractor until Completion of the whole of the Works.
- b) 50 % of the Retention money will be refunded to the Contractor upon issue of Completion Certificate and Certified by Engineer-in-Charge..
- c) Balance 50% will be released to the Contractor on successful completion of Operation & Maintenance period and upon issue of a Performance Certificate.
- d) Performance security will be returned on successful completion of Operation & Maintenance period and upon issue of a Performance Certificate.

6.2.6 Variations

Changes in the Quantities

- a. In this contract, no variation in any item of work is allowed. The bidder is bound to carry out all the items of work at the single quoted rate.
- b. However, within the contract period, whenever there is an order from PSCDL in writing to execute any additional quantity in Numbers (E Toilets), the contractor is bound to do it at the quoted rate and the bidder shall not be entitled for any additional claim or



compensation.

6.3 Liability & Indemnity and Confidentiality

6.3.1 Liability & Indemnity

- a. The Contractor will indemnify, defend, save and hold harmless the Employer and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the “Employer Indemnified Persons”) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Contractor of any of its obligations under this Agreement or from any negligence under the Agreement, or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Employer Indemnified Persons.
- b. The Contractor shall fully indemnify, hold harmless and defend the Employer and the Employer Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:
 - i. failure of the Contractor to comply with Applicable Laws and Applicable Permits;
 - ii. payment of taxes required to be made by the Contractor in respect of the income or other taxes of the Sub-contractors, suppliers and representatives; or
 - iii. non-payment of amounts due as a result of Materials or services furnished to the Contractor or any of its Sub-contractors which are payable by the Contractor or any of its Sub-contractors.
 - iv. The Contractor shall fully indemnify, hold harmless and defend the Employer Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Employer Indemnified Persons may hereafter suffer or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information or process used by the Contractor or by the Sub-contractors in performing the Contractor’s obligations or in any way incorporated in or related to the Project.
 - v. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Contractor shall make every reasonable



effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order.

- vi. If, in any such suit, action, claim or proceedings, the Work, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Contractor shall promptly make every reasonable effort to secure for the PSCDL a license, at no cost to the PSCDL, authorizing continued use of the infringing work.
- vii. If the Contractor is unable to secure such license within a reasonable time, the Contractor shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing

6.4 Confidentiality

- a) PSCDL and the Successful Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract except information available on public domain.
- b) The Successful Bidder shall not use the documents, data, and other information received from PSCDL for any purpose other than the services required for the performance of the Contract.

6.5 Labour Laws and Welfare

6.5.1 Labour Laws to be complied by the Contractor

- a. Notwithstanding any provision as may find here below, Contractor without an exception and limitation shall be liable for complete adherence and responsibilities arising out of all the labour laws as may be in force or as may become effective from time to time. The contractor shall obtain a valid license under the Contract Labour (R & A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.



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- b. The contractor shall ensure the registration of all eligible workers (inclusive of those of subcontractors and petty contractors) with construction workers welfare board.
 - c. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non- execution of the work.
 - d. No labour below the age of fourteen years shall be employed on the work.

6.5.2 Payment of Wages

The contractor shall pay to the labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the Contractor's Labour Regulations or as per the provisions of the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wages period, deductions from wages recovery of wages not paid and deductions un-authorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

- a. The Engineer-in-Charge concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

Under the provision of Minimum Wages (Central) Rules 1950, or statutory modification thereof, the contractor is bound to allow to the labors directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labors and pay the



same to the persons entitled thereto from any money due to the contractor by the Engineer-in- Charge concerned.

- b. The contractor shall comply with the provisions of the following
- i. Payment of Wages Act, 1936.,
 - ii. Minimum Wages Act, 1948,
 - iii. Employees Liability Act, 1938,
 - iv. Workmen's Compensation Act,1923, Industrial Disputes Act,1947
 - v. Maternity Benefits the modifications thereof
 - vi. or any other laws relating thereto and the rules made there under from time to time.
- c. The contractor shall indemnify and keep indemnified PSCDL against payment to be made under and for the observance of the laws aforesaid and the Contractor's Labour Regulation without prejudice to his right to claim indemnify from his sub-contractors.
- d. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract

6.6 Force Majeure

- a) The Contractor shall not be liable for termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, Force Majeure means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of PSCDL in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes and natural calamities.
- c) If a Force Majeure situation arises, the Contractor shall promptly notify PSCDL in writing of such condition and the cause thereof. Unless otherwise directed by PSCDL in writing, the Contractor shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.6.1 Settlement of Disputes

1. Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either
-



Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 (thirty) days after the receipt. If that party fails to respond within 30 (thirty) days, or the dispute cannot be amicably settled within 60 (sixty) days following the response of that party, Cause GCC 6.6.1 (2) shall become applicable.

2. Arbitration:

- a) In the case of dispute arising, upon or in relation to, or in connection with the contract between PSCDL and the Contractor, which has not been settled amicably, any party can refer the dispute for Arbitration under the (Indian) Arbitration and Conciliation (Amendment) Act, 2015. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the PSCDL and the Contractor, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 (thirty) days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by The Chief Executive Officer Puducherry Smart City Development Limited. The Arbitration and Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- b) Arbitration proceedings shall be held in Puducherry, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by PSCDL and the Contractor. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

6.7 Time of Completion

6.7.1 Construction Period

The time of completion of the works for the implementation of the project as per the deliverable in Clause 5.5.2 shall be the period specified in the Special conditions of contract / Contract Data reckoned from the seventh day of issuance of the Letter of Award or from the date of signing of the contract agreement whichever is earlier.

6.7.2 Construction Programme



The Contractor shall submit a detailed construction programme/schedule for the project implementation within seven days of from the date of signing of agreement, with respect to each location. The Programme shall be in the order in which he intends to carry out the work including the anticipated timing of procurement, deployment of resources and quantities involved

Contractor shall promptly give notice of probable future events or circumstance which may adversely affect the work. If at any time actual progress is too slow to achieve target Programme and/or progress has fallen behind the current Programme then the PMC may instruct the contractor to submit revised Programme with plan to mitigate time.

6.7.3 Extension of Time

The work shall have to be completed within originally stipulated period as indicated in the contract. Time is essence of contract and failure to adhere to the time of completion shall attract liability for the contractor to pay Liquidated Damages as specified in Clause 5.5.4.

- a. However, it has been agreed between the parties that in event of any variation or change taking place affecting the time of completion, time adjustment shall be made by Employer for which no additional cost will be payable. Such time extension shall ordinarily be for exceptionally adverse climatic conditions, enforceable shortage in availability of materials or any delay, impediment or prevention caused by or attributable to the Employer.
- b. If the contractor shall desire an extensions of time for completions of work on the ground of his having been "UNAVOIDABLY" hindered or on compensation event(s) or on any other ground(s), he must apply giving all and complete details of such hindrances and/or compensation event(s) and/or other cause(s) in writing, to the Employer with copy to the PMC, positively within 15 (Fifteen) days of occurrence of such hindrance(s)/compensation event(s)/other cause(s) and seek specific extension of time (period from..... to.....).
- c. Failure on the part of the contractor for not applying extension of time even within 30 days of the cause of such an hindrance, it shall be deemed that the contractor does not desire extension of time and that he has "Waived" his right if any to claim extension of time for such cause of hindrance.
- d. If at any time during performance of the Contract, the Contractor encounters condition impeding timely delivery of the Services, the Contractor shall promptly notify PSCDL in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, Employer shall evaluate the situation and may at its discretion extend the time for performance in writing.



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- e. Delay by the Contractor in the performance of its Delivery and Completion obligations shall render the bidder liable for disqualification for any further bids in PSCDL and penalty levied as per Clause .5.5.4 unless an extension of time is agreed mutually.

6.7.4 Deleted

6.8 Termination

1. PSCDL may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in points (2) to (11) of this GCC Clause 6.8. In such an occurrence, PSCDL shall give not less than 30 (thirty) days' written notice of termination to the Contractor.
2. If the Contractor does not remedy a failure in the performance of its obligations under the Contract, within 15 (fifteen) days after being notified or within any further period as PSCDL may have subsequently approved in writing.
3. If the Contractor becomes insolvent or goes into liquidation, or receiver is appointed whether compulsory or voluntary.
4. If, in the judgment of PSCDL, the Contractor has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
5. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days.
6. If the Contractor submits to the PSCDL a false statement which has a material effect on the rights, obligations or interests of PSCDL.
7. If the Contractor places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to PSCDL.
8. If the Contractor fails to provide the quality services as envisaged under this Contract, PSCDL may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. PSCDL may decide to give one chance to the Successful Bidder to improve the quality of the services.
9. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings.
10. If PSCDL, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.



-
11. In the event PSCDL terminates the Contract in whole or in part, pursuant to this GCC Clause 6.8, PSCDL may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Contractor shall be liable to PSCDL for any additional costs for such similar services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

6.8.1 Payment upon Termination

Upon termination of this Contract pursuant to GCC Clause 6.8, the PSCDL shall make the following payments to the Contractor:

- a) If the Contract is terminated pursuant to GCC Clause 6.8, sub clause 10, remuneration for Services satisfactorily performed prior to the effective date of termination.
- b) If the agreement is terminated pursuant of GCC Clause 6.8 (1), (2), (3), (4), (5), (6), (7), (8) and (9), the Contractor shall not be entitled to receive any agreed payments upon termination of the contract. However, the PSCDL may consider making a payment for the part satisfactorily performed on the basis of *quantum merit* as assessed by it, if such part is of economic utility to the PSCDL. The PSCDL may also impose liquidated damages as per the terms of this RFP. The Contractor will be required to pay any such liquidated damages to PSCDL within 30 (thirty) days of termination date.

6.9 Liquidated Damage

- a. If contractor fails to comply with time for completion the contractor being given notice to make good the time fails to do so to the satisfaction of PMC, he shall be liable to pay LD/Delay Damages for the default.
- b. In case of failure to complete the work/ supply in time the penalty shall be levied at the rates given in the Special Conditions of Contract vide Clause 5.5.4 subject to maximum of 10% of the Total project cost.
- c. If the total Penalty exceeds beyond 10%, it would be considered as non-conformance to the quality of Services and may lead to termination of the Contract and PSCDL may on their sole discretion terminate the contract. These damages shall not release the contractor from its obligation to complete the job or from any duties or responsibilities which he may have under the contract.
- d. These damages shall not release the contractor from its obligation to complete the job or from any duties or responsibilities which he may have under the contract.
- e. Employer will deduct amount of liquidated damages from due payments to contractor.



6.10 Other Conditions

6.10.1 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of India.

The Contractor should comply with all applicable laws and rules of Government of India/ Government of Puducherry/Puducherry Municipality/ Puducherry Smart City Development Limited.

6.10.2 Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract.

6.10.3 Employment rights

The support executive(s)/ supervisor(s)/ staffs deployed by the Contractor shall not have right to demand for any type of permanent employment with PSCDL or its allied Offices.

6.10.4 Employer's right to alter

The Puducherry Smart City development Limited reserves the right to withdraw/ relax any of the terms and condition mentioned in the RFP, so as to overcome the problem encountered at a later stage for the smooth and timely execution of the project.

6.11 Risk Purchase

In case the Contractor fails to deliver the project due to inadvertence, error, collusion, incompetency, termination, misconstruction or illicit withdrawal, the Puducherry Smart City development Limited reserves the right to procure the same or similar services from the alternate sources at risk, cost and responsibility of the Contractor.



Annexure 1 - Guidelines for Pre-Qualification Proposal

Annexure 1.1 - Check-list for the documents to be included in the Technical Proposal

S.No.	List of Document	File Name	Submitted(Y/N)	Description
1	Proof of Tender Fee and EMD submitted			
2	Bid Covering Letter As per format provided at Annexure 2.2		Reference No: Date of Letter:	
3	Bidders' Particulars As per format provided at Annexure 1.3		Name of bidder(s):	
4	Power of Attorney in favor of Authorized signatory As per format provided at Annexure 6		Date of PoA: Name of Authorized Person:	
5	Copy of Certificate of Incorporation /Registration under Companies Act, 1956/2013 or corresponding Act in abroad		Registration Number: Date of Incorporation:	
6	Copy of Certificate from the Statutory Auditor for the last 3 (Three) financial years.		Year-wise Details Turnover	
7	Valid copy of the ISO 9001:2008 or higher certification		Issuing By: Issuing Date: Validity Date:	
8	Declaration for Not blacklisted by Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business		Reference No: Date of Letter:	



S.No.	List of Document	File Name	Submitted(Y/N)	Description
	practices as on date of submission of the proposal.			
9	Valid Copy of PAN		Ref No.	
10	Valid copy of GSTIN registration		Ref No.	
			Date	
11	Project citation report to support that the Bidder* have successfully completed works in last 5 (Five) financial years.			As per Annexure 2.3
12	Project citation report to support the ongoing/ awarded work of the Bidder*.			As per Annexure 2.4
13	Evaluation of the Bid capacity			as per Cl. 1.4.6.4



Annexure 1.2 Deleted



Annexure 1.3 - Format to share Particulars of the Bidder

The Table below provides the format in which general information about the bidder must be furnished.

S No	Information	Details
1.	Name of bidder	
2.	Address and contact details of bidder	
3.	Firm Registration Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., LLP etc.)	
6.	GST Registration No.	
7.	Permanent Account Number (PAN)	
8.	Revenue for the last 3 years (Year wise)	
9.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP	
10.	Telephone number of contact person:	
11.	E number of contact person:	
12.	Fax number of contact person:	
13.	E-mail address of contact person:	
14.	Organisation chart with Name, designation and contact nos. of the management team to be attached	

Please submit the relevant proofs for all the details mentioned above along with your bid response

Authorized Signatory

Name

Seal



Annexure 2 - Guidelines for Technical Proposal

Annexure 2.1 - Deleted

Annexure 2.2. - Technical Bid Cover Letter

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

To

**The Chief Executive Officer
Puducherry Smart City Development Limited
No.2, Bussy Street,
Old Court Building,
Puducherry 605 001
E-mail: gmplanpscdl@gmail.com
Telephone: +91 413 22 24 431**

Sub.: Request for Proposal for “**Supply, Installation & Commissioning including Operation & Maintenance for 5 years**” of E Toilets under “**Smart City Mission**” at Puducherry City”

RFP Reference No: XX

Dear Sir/ Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for “**Supply, Installation & Commissioning including Operation & Maintenance for 5 years**” of E Toilets under “**Smart City Mission**” at Puducherry City” (hereinafter referred to as “Project”).

We hereby declare that:

- a. We have submitted EMD of INR [----] in the form of [.....] and Tender fee of INR [----] in the form of [.....]
- b. We hereby declare that all information and details furnished by us in the bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- c. We agree to abide by our offer for a period of 120 days from the date of opening of Technical bid prescribed by **PSCDL** and that we shall remain bound by a communication of acceptance within that time.

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in “**Supply, Installation & Commissioning including Operation & Maintenance for 5 years**” of E Toilets under “**Smart City Mission**” at Puducherry City” put forward in RFP or such adjusted



plan as may subsequently be mutually agreed between us and PUDUCHERRY SMART CITY DEVELOPMENT LIMITED or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized bank in India, for a sum of equivalent to 10% of the contract value for the due performance of the contract.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to PUDUCHERRY SMART CITY DEVELOPMENT LIMITED is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead PUDUCHERRY SMART CITY DEVELOPMENT LIMITED as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

Witness Signature:

Witness Name:

Witness Address:


Annexure 2.3. – PROJECT CITATION REPORT – COMPLETED WORKS

Statement showing the similar works completed in the last five years.

Sl.N o.	Name of Department / Client with Address	Name of work	Estimated cost of work put to Tender	Tendered Amount	Date of award of contract	Completion of work as per contract and date of completion		Actual Amount of work completed	Time limit in year and months		Percentage rate and amount of Penalty	Reasons for delay In completion of work	Remarks
						Target Date	Completion Date		Original	Extended			
						Y M	Y M		Y M	Y M			
1	2	3	4	5	6	7a	7b	8	9a	9b	10	11	12

**Note : - (1) Attested Copies of Work Order and Completion Certificates issued by not below the rank of Executive Engineer shall be attached.
(2) It is mandatory to furnish details in this format only.**

Signature of Bidder



Annexure 2.4. – PROJECT CITATION REPORT – ONGOING WORKS/AWARDED

Statement showing the similar works ongoing / awarded.

Sl. No.	Name of Department / Client with Address	Name of work	Estimated cost of work put to Tender	Tendered Amount	Date of award of contract	Completion of work as per contract and date of completion		Actual Amount of work completed	Time limit in year and months		Percentage rate and amount of Penalty	Reasons for delay In completion of work	Remarks
						Target Date	% Progress		Original	Extended			
1	2	3	4	5	6	7a	7b	8	9a	9b	10	11	12

**Note : -(1) Attested Copies of Work Order and Completion Certificates issued by not below the rank of Executive Engineer shall be attached.
(2) It is mandatory to furnish details in this format only.**

Signature of Bidder



Annexure 2.5 – Deleted



Annexure 3 - Guidelines For Financial Proposal

Annexure 3.1 - Financial Proposal Cover Letter

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

To

The Chief Executive Officer

Puducherry Smart City Development Limited

No.2, Bussy Street,

Old Court Building,

Puducherry 605 001

E-mail: gmplanpscdl@gmail.com

Telephone: +91 413 22 24 431

Subject: Bid for “Supply, Installation & Commissioning including Operation & Maintenance for 5 years” of E Toilets under “Smart City Mission” at Puducherry City”

RFP Reference No: XX

Dear Sir / Madam,

1. We, the undersigned bidder, having read and examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, offer to supply/ work in conformity with the captioned bidding document.
2. We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of government taxes/ duties in the financial bid.
3. We undertake, if our bid is accepted, to deliver the goods and services in accordance with the deliverables schedule specified in Clause 4.1.1. of the RFP.
4. We undertake to successfully operationalize the Project as per scope of work mentioned in the RFP document.
5. We have examined and have no reservations to the Bidding Documents, including any corrigendum/ addendums issued by PUDUCHERRY SMART CITY DEVELOPMENT LIMITED;
6. We understand that any additional hardware and software required to make the Project operational shall have to be provided by us.
7. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.



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8. We agree to abide by this bid for a period of 120 days from the last date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
 9. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
 10. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
 11. We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms and conditions as mentioned in the RFP document and declare that we have not submitted any deviations in this regard.

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

Date:

Yours faithfully,

Place:

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of bidder



Annexure 3.2 - Financial Proposal Format & Instructions

To be submitted on e-Tendering Portal only (i.e. www.pudutenders.gov.in)

“Supply, Installation, Operation & Maintenance of E Toilets under Puducherry Smart City Mission” in Puducherry City

Bill No-1 Supply and Installation of E- Toilets

S.No	Description of items	Quantity	Unit	Rate in Rs	Amount in Rs
I	CAPITAL COST				
1	Supply and installation of double unit E-Toilet (1Male +1 Female) with European seat arrangement as per the specification mentioned in the clause 4.0				
	i) At Puducherry Railway station and Botanical Garden as per the specification mentioned in the clause 4.3	2	set		
	iii) Near Craft mela backside of Gandhi Tidal (Differently abled Toilet) as per the specification mentioned in the clause 4.0	1	set		
2	Providing Bio Digester of 2 m ³ capacity at Botanical Garden (As per Quoted rate) as per the specification mentioned in the clause 4.3	1	No		
II	Miscellaneous work				
a)	Construction of underground sump , providing pumping and pipeline arrangements, Concrete paver blocks, Terminal Chamber, lamp post & lights etc				
	i) At Puducherry Railway station as per the specification as per the specification mentioned in the clause 4.0	1	Job		
	ii) AT Botanical Garden as per the specification mentioned in the clause 4.0	1	Job		
	iii) Near Craft mela backside of Gandhi Tidal as per the specification mentioned in the clause 4.0	1	Job		
	Total Amount (In Figures) (Carry forward to Bill Summary)				
	Total Amount (In Words) (Carry forward to Bill Summary)				



Bill No -2 Operation and Maintenance of E- Toilet					
1	Operation and Maintenance for 5 years, rectifying repairs notified by the Engineer / Employer including replacing Plumbing/ Sanitary/ Electrical fittings & fixtures and including routine maintenance like cleaning, disposal of waste, hygienic conditions, availability of water with performance guarantee, including cost of consumables like Broom and dust pan, Mops, Bucket and mug, Toilet Bowl Brush, Foot mat, soap and detergent, Disinfectant etc., including power charges and man power i.e., full time Supervisor, Mazdoor-type III, and Electrician cum Plumber as and when required, for this period of 05 years.				
1.1	1 st Year Maintenance charges	1	LS		
1.2	2 nd Year Maintenance charges	1	LS		
1.3	3 rd Year Maintenance charges	1	LS		
1.4	4 th Year Maintenance charges	1	LS		
1.5	5 th Year Maintenance charges	1	LS		
	Total Maintenance Charges (Carry forward to Bill Summary)				

Summary of Bill of Quantities

Bill No	Name of items	Quoted value (INR)
1	Supply and Installation of E Toilets (b/f from Bill No.1)	
2	Operation and Maintenance of E Toilets (b/f from Bill No.2)	
GRAND TOTAL Amount (In INR Figures)		
GRAND TOTAL Amount (In INR Words)		

Instructions:

- a) PUDUCHERRY SMART CITY DEVELOPMENT LIMITED does not guarantee the quantity for the particular line items given above. The actual quantity for the given items may vary. The payment shall be made based on unit cost quoted for the particular item on actual work/ item is undertaken/ supplied.



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- b) All items provided should be under Insurance. The Insurance should be for entire duration of the Project including operation and maintenance period and comprehensive covering damages for Theft, Fire, Natural Calamities, Riots and Terrorists activities etc as per clause 3.9.
 - c) All the prices are to be entered in Indian Rupees only
 - d) PUDUCHERRY SMART CITY DEVELOPMENT LIMITED reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
 - e) Rates to be quoted in considering that all the items and services to be provided at the locations provided by PUDUCHERRY SMART CITY DEVELOPMENT LIMITED.
 - f) The rates quoted shall include all Taxes, Duties and Levies including GST which will be deducted as per standard practice.
 - g) The bidder needs to account for all Out of Pocket expenses, no additional payment shall be made by PUDUCHERRY SMART CITY DEVELOPMENT LIMITED whatsoever.
 - i) The bidder should refer the RFP document for details on the technical requirements of the system and the benchmark specifications for the items mentioned in the financial formats.
 - j) Any component/ fixtures/ ancillary/ adjunct to the specified item shall be deemed to have been included in the unit rates quoted above.



Annexure 4 - Format for Declaration by the bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

To

**The Chief Executive Officer
Puducherry Smart City Development Limited
No.2, Bussy Street,
Old Court Building,
Puducherry 605 001**

Subject: Declaration for not being debarred/ black-listed by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally as on the date of submission of the bid

RFP Reference No: XX

Dear Sir/ Madam,

I, authorized representative of _____, hereby solemnly confirm that the _____ (“Company”) is not debarred/ black - listed by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the bid.

In the event of any deviation from the factual information/ declaration, PUDUCHERRY SMART CITY DEVELOPMENT LIMITED reserves the right to reject the bid or terminate the Contract without any compensation to the Company.

Thanking you,
Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:



Annexure 5 - Format of sending pre-bid queries

RFP Reference No: XX

Bidder's Request For Clarification				
Name and complete official address of Organization submitting query/request for clarification			Telephone, Fax and E-mail of the organization Tel: _____ Fax: _____ Email: _____	
S.No.	Clause No.	Page No.	Content Of RFP Requiring Clarification	Change Requested/ Clarification required
1				
2				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

Note: Bidders are requested to send the queries in PDF with Sign and Company Seal and also in MS Excel in the above format for making consolidation process easy.



Annexure 6 - Power of Attorney

(On a non-judicial stamp paper of appropriate value duly attested by notary public)

Know all men by these presents, we (name and address of the registered office of the Sole Applicant) do hereby constitute, appoint and authorize Mr./ Ms. _____ R/o _____ who is presently employed with us and holding the position of _____, to do in our name and on our behalf, all such acts, deeds and things, necessary in connection with or incidental to the bid for **“Supply, Installation & Commissioning including Operation & Maintenance for 5 years” of E Toilets under “Smart City Mission” at Puducherry City** (the “Project”), including signing and submission of all documents and providing information/ responses to PUDUCHERRY SMART CITY DEVELOPMENT LIMITED and representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For (Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

1. To be executed by the Applicant.
2. The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution/ Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.



Annexure 7 - Format for Bank Guarantee for Earnest Money Deposit

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Annexure 8 - Format for Performance Bank Guarantee

For Contract Performance Bank Guarantee

Ref: < --- >

Date: _____

Bank Guarantee No.: _____

To

**The Chief Executive Officer
Puducherry Smart City Development Limited
No.2, Bussy Street,
Old Court Building,
Puducherry 605 001
E-mail: gmplanpscdl@gmail.com
Telephone: +91 413 22 24 431**

Dear Sir/Madam,

PERFORMANCE BANK GUARANTEE – For <Project Name>

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956/2013, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (Hereinafter,

referred to as “Contract”) with you for **“Supply, Installation & Commissioning including Operation & Maintenance for 5 years” of E Toilets under “Smart City Mission” at Puducherry City**, in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of the bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of 10% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:



In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 10% of the Total Contract Value i.e.,.....<in words> without any demur. Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold valid till 56 (Fifty-Six) days after completion of Operation & Maintenance period, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until 56 (Fifty-Six) days after completion of Operation & Maintenance period.

We further agree that the termination of the said Contract, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights: Requiring to pursue legal remedies against PUDUCHERRY SMART CITY DEVELOPMENT LIMITED; and for notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We, the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.



Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Not with standing anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of the Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of PSCDL by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any further arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed 10% of the Total Contract Value. This Performance Bank Guarantee shall be valid only from the date of signing of Contract to 56 (Fifty-Six) days after completion of Operation & Maintenance period



We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 56 (Fifty-Six) days after completion of Operation & Maintenance period

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts. This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day 20....

Yours faithfully,
For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite PSCDL conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.



Annexure 9 - Letter of Acceptance

[on letterhead paper of the Employer]

.....[date].....

To:[name and address of the Contractor].....

Subject:..... [Notification of Award Contract No].....

This is to notify you that your RFP/Bid dated.....[insert date]..... for execution of the.....[insert name of the contract and identification number, as given in the PCC].....for the Accepted Contract Amount of.....[insert amount in numbers and words and name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by PSCDL.

You are requested to furnish the Performance Security within 15 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Annexure 8. Contract Forms, of the Bidding Document.

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Agency:.....



Annexure 10 - Contract Agreement

THIS AGREEMENT made the day of between
[name of the Employer] (hereinafter “the Employer”), of the one part, and
 **[name of the Contractor]** (hereinafter “the
 Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as.....**[name of the
 Contract]**.....should be executed by the Contractor, and has accepted a Bid by the
 Contractor for the execution and completion of these Works and the remedying of any defects
 therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (i) the Agreement
 - (ii) the Letter of Acceptance
 - (iii) the Letter of Award
 - (iv) the Addendum / Corrigendum Nos _____(if any)
 - (v) the Special Conditions of Contract
 - (vi) the General Conditions of Contract, including appendix;
 - (vii) the Specification
 - (viii) the Drawings
 - (ix) Bill of Quantities
 - (x) any other document **listed in the RFP** as forming part of the Contract,
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of..... **[name of the borrowing country]**
 on the day, month and year specified above.

Signed by: _____ Signed by: _____
For and on behalf of the Employer *for and on behalf of the Contractor*

in the _____ in the _____
 presence of: _____ presence of: _____
Witness, Name, Signature, Address, Date *Witness, Name, Signature, Address, Date*



Annexure 11 - Drawings