



REQUEST FOR PROPOSAL

FOR

**DEVELOPMENT, OPERATIONS & MAINTENANCE
INCLUDING IDENTIFICATION OF LOCATIONS FOR
TOILET FACILITIES AND ALLIED WORKS
ON PPP MODE IN PANAJI, GOA**

Issued By:



**IMAGINE PANAJI SMART CITY DEVELOPMENT
LIMITED**

**1st Floor, SPACES Building, EDC Patto, Panaji
Goa- 403001**

Disclaimer

The information contained in this Request for Proposal (“RFP”) Document, whether verbally or in documentary or in any other form, by or on behalf of the **IMAGINE PANAJI SMART CITY DEVELOPMENT LIMITED**(“IPSCDL), or any of their employees or advisors, on the terms and conditions set out in this RFP Document and such other terms and conditions as IPSCDL may prescribe in this behalf, has been prepared solely to assist prospective Bidders in making their decision of whether or not to submit a bid.

This RFP Document is not an agreement and is not an offer or invitation by IPSCDL, to any other party. As mentioned above, the purpose of this RFP Document is to provide the Bidder with information to assist in the formulation of their proposals. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for IPSCDL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources.

IPSCDL their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment for any loss, damage, 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, reliability or completeness of the RFP Document or any assessment, assumption, statement or information contained therein or deemed to form part of the RFP Document or arising in any way at this stage of the Bidding Process.

The designs, drawings, technical data and any other information if provided in this RFP Document is only indicative and IPSCDL, their employees and advisors have not made, will not make and will not be deemed to have made any current or future representation, promise or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a

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Bidder, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this RFP Document.

This RFP Document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the development of toilet blocks and allied areas in relation to which it is being issued.

The information and statements made in this RFP Document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability of any nature whatsoever whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements and information contained in this RFP Document is accordingly expressly disclaimed.

This RFP Document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. Information provided in this RFP Document to the Bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IPSCDL, their employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation of law expressed herein.

IPSCDL, may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document. Any change to the RFP Document will be notified to all those who have purchased the RFP Document and to those who have downloaded the RFP Document from the website and have duly intimated this fact to IPSCDL giving their particulars including address for communication by fax/post (Registered Bidder). No part of this RFP Document and no part of any subsequent correspondence by IPSCDL, their employees and advisors shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligation. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate

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parties having the authority to enter into and approve such agreements. IPSCDL, reserves the right to reject all or any of the Proposal submitted in response to this RFP Document at any stage without assigning any reasons whatsoever and the issue of this RFP Document does not imply that IPSCDL is bound to select a Bidder or to appoint a Concessionaire.

All Bidders are responsible for all costs and expenses incurred by them when evaluating and responding to this RFP Document in connection with or relating to or in making their Proposal including any negotiation or other costs incurred by the Bidder thereafter. All such costs and expenses will remain with the Bidder and IPSCDL, their employees and advisors shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by a Bidder in preparation or submission of its Proposal, regardless of the conduct or outcome of the Bidding Process. IPSCDL, may in its sole discretion proceed in the manner it deems appropriate which may include deviation from its expected evaluation process, the waiver of any requirements, and the request for additional information. Unsuccessful bidders will have no claim whatsoever against IPSCDL, their employees and advisors.

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TENDER NOTICE

No.IPSCDL/TECH/NIT-05/2016-17 Date: 02-01-2017

Imagine Panaji Smart City Development Limited (“IPSCDL”) invites bids on Quality and Cost Based Selection (QCBS) method under two-bid system on project basis from eligible Contractors / Agencies for the work of “Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied works on PPP Mode in Panaji, Goa. IPSCDL invites proposal from interested parties in response to this RFP Document The Successful Bidder would then be required to enter into a Concession Agreement with IPSCDL.

EMD (Rs.)	Time for completion including monsoon	Date & Time of Pre-bid Conference	Last date and time for submission of tenders	Date and time of opening of Technical Bids	Cost of tender form (non-refundable) (Rs.)
10,00,000.00	10 months	Jan 09, 2017 at 15.00 hours	Jan 16, 2017 upto 15.00 hours	Jan 16, 2017 after 15.30 hours	10,000.00

The interested consultancy firms/ Agency should submit the following details either in original or the true copy duly notarized or attested by government gazetted officers while submitting the documents. The interested consultancy firms/Agency may download the Bid Documents from IPSCDL website www.imaginepanaji.com which will be available from **2nd January 2017** and payment of Rs. 10,000/- (Rupees Ten Thousand Only) towards document fee in form of a crossed Demand Draft from Nationalised / Scheduled Bank, payable at Panaji – Goa, in favour of IPSCDL shall be done during the submission of bid document. The Last date of receipt of proposal is **16th January 2017 upto 15:00 hrs** and shall be submitted in physical form.

IPSCDL reserves the right to accept or reject any or all Tenders in part or full without assigning any reason whatsoever.

Managing Director & CEO

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1. INTRODUCTION

1.1. Definitions

1.1.1 In this RFP Document, the following words and expressions shall, unless repugnant to the context or meaning thereof and unless the document so specifically provides, have the meaning hereinafter respectively assigned to them:

- 1) “**Bidder**” means interested party who is eligible to submit its proposal in accordance with this RFP Document for the Project.
- 2) “**Bidding Process**” shall mean the single stage competitive bidding process with two envelopes system comprising (i) the Technical Submissions and (ii) the Price Proposal for the Project.
- 3) “**Business Entity**” shall mean either of the following:
 - (i) a company incorporated under the Companies Act, 2013, but excluding companies covered under section 617 of the Companies Act, 2103; or
 - (ii) an entity incorporated outside India under equivalent law.
- 4) “**Bid Security**” shall mean the unconditional and irrevocable bank guarantee or a demand draft submitted along with the Proposal by the Bidder as per the provisions of Clause 2.13 of this RFP Document, Part I, Instructions to Bidders.
- 5) “**Concession Agreement**” shall mean the agreement to be entered into between IPSCDL and the Concessionaire for the Project.
- 6) “**Concessionaire or Developer**” shall mean the entity with whom Concession Agreement is entered by IPSCDL for the Project.
- 7) “**Conflict of Interest**” A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process, if they have a relationship with each other directly or through a common entity, that puts them in a position to have access to information about or influence of another Bidder and as described in Clause 2.10.4 of this RFP Document, Part I, Instructions to Bidders.
- 8) “**IPSCDL**” shall mean Imagine Panaji Smart City Development Limited
- 9) “**GoG**” shall mean the Government of Goa.
- 10) “**Letter of Acceptance**” shall mean the letter issued by IPSCDL to the Successful Bidder.
- 11) “**Project**” shall mean Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied works on PPP Mode in Panaji, Goa by the selected Concessionaire(s) and through Concession Agreement.
- 12) “**Proposal**” shall mean the documents received by IPSCDL from an interested party who is eligible to submit its proposal in response to this RFP Document for the Project.

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- 13) “**Proposal Due Date**” shall mean the time and date specified for submission of application for Proposal, more particularly detailed under Appendix 1 of this RFP Document, Part I, Instructions to Bidders.
- 14) “**Proposal Validity Period**” shall mean the meaning ascribed to it in clause 2.14.1 of this RFP Document, Part I, Instructions to Bidders.
- 15) “**Qualified Bidder**” shall mean the Bidder whose Technical Submissions are found to be responsive and meet the qualification criteria in accordance with the Evaluation Methodology set out in the RFP Document.
- 16) “**RFP Document**” shall mean the documents set out in Clause 2.8 including all the Appendices, Annexure and Schedules thereof and any amendments thereto made in accordance with the provisions contained in this document.
- 17) “**Successful Bidder**” shall mean the Bidder for award.
- 18) “**Toilet Blocks and Allied areas**” means all toilet blocks, urinals, bathrooms or any other such hygiene and sanitation facility as required to be developed in Panaji as specified by IPSCDL.

1.2. Project Background

- 1.2.1 Imagine Panaji Smart City Development Limited (IPSCDL) intends to develop and provide world class facilities for the citizens of Panaji and the tourists coming to Goa which is one of the preferred tourist destinations among both domestic and foreign tourists.

To achieve the aforesaid objective, IPSCDL has embarked on a project to develop and upgrade toilet blocks and allied areas in the city of Panaji, Goa and as a part of this, desires to undertake development, operation, and maintenance of toilet Blocks in the city of Panaji on a PPP basis in lieu of advertisement rights thereon for concession period of 20 years. The scope of work is attached as in Enclosure 1.

The aforesaid toilet blocks and allied areas would be developed, operated and maintained by the Concessionaire as per the terms and conditions set out in the Project Documents and under other applicable laws/ bylaws governing such operations.

Concession Agreement for development, operations and maintenance of toilet blocks and allied areas with development milestones and management requirements/specifications/ performance standards clearly set out is expected to be executed between IPSCDL and the Successful Bidder.

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1.3. Brief Description of Bidding Process

- 1.3.1. IPSCDL has adopted a single stage process for selection of the Bidder for award of the Project.
- 1.3.2. A firm will be selected under Quality and Cost Based Selection method (QCBS) and in a Proposal format as described in this RFP
- 1.3.3. IPSCDLnow invites detailed Proposal for the implementation of the Project for a period of 20 (Twenty) years (hereinafter referred to as the “Concession Period”). Only one Proposal will be submitted by the Bidder. The Bids would be evaluated by IPSCDLon the basis of the evaluation criteria set out in this RFP document.
- 1.3.4. The selected Bidder shall be a company incorporated under the Companies Act, 2013 or in case it is a foreign company incorporated under any equivalent law, it shall undertake to incorporate itself under the Companies Act, 2013 prior to execution of the concession agreement (the “Concessionaire”). The Concessionaire shall be responsible for design, engineering, financing, procurement, operation, maintenance, management and transfer of the Project under and in accordance with the provisions of the concession agreement to be entered into between the selected Bidder and IPSCDLn the form provided by IPSCDLas part of the Bidding Documents pursuant hereto.
- 1.3.5. The draft Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “Concession”).
- 1.3.6. Interested parties may download the RFP from IPSCDL website or obtain the RFP document on all working days upto16thJanuary 2017 between 10.00 hrs and 17.00 hrs by written request on submission of a non-refundable fee of Rs10,000/- _(Rupees Ten ThousandOnly) by way of a crossed demand draft drawn in favour of “Imagine Panaji Smart City Development Limited.” payable on any scheduled bank at Panaji. In case the RFP is download from the website the cost of RFP document shall be submitted along with the Proposal as mentioned above.
- 1.3.7. IPSCDL shall receive Proposals, pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by IPSCDL pursuant to this RFP (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by IPSCDL, and all Proposals shall be prepared and submitted in accordance with such terms.
- 1.3.8. As a part the Bidding Process, the business entities and interested parties will be required to submit two envelopes containing: (i) their Technical Submissions; and (ii) their Price Proposal as part of their proposal.
- 1.3.9. The Successful Bidder would then be required to enter into a Concession Agreement with IPSCDL.

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- 1.3.10. Details of the process of selection, including the schedule of Bidding Process (as provided in Appendix 1 to this RFP Document), is set out in this RFP Document.
- 1.3.11. GOI has issued guidelines for qualification of Bidders seeking to acquire stakes in any public enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. IPSCDL shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to submit their Proposal and should give an undertaking to this effect in the form at Appendix 2.

2. TERMS OF REFERNCE

A. General

2.1 Scope of Proposal

IPSCDL wishes to seek responses to the RFPDocument in the form of proposal (“Proposal”) in terms of Clause 1.2.1.

The Proposals would be evaluated on the basis of the evaluation criteria set out in this Request for Proposal (RFP) Document (hereinafter referred to as the “Evaluation Methodology”) in order to identify Successful Bidders for the Project. Each of the Successful Bidders would then be required to enter into an agreement with IPSCDL as per the draft set forth in Part – II of this RFP Document and perform their obligations as stipulated therein, for the Project.

Terms used in this RFP Document which have not been defined herein shall have the meaning ascribed thereto in the draft Concession Agreement.

The Bidding Documents including this RFPDocument and all attached documents are and shall remain the property of IPSCDL and are transmitted to the Bidders solely for the purpose of preparation and the submission of their Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. IPSCDL will not return any Proposal or any information provided along therewith.

- 2.2.1 The Bidders are expected to examine the Project in detail, and to carry out, at their own cost due diligence as may be required to submit their Proposal for the implementation of the Project.
- 2.2.2 The statements and explanations contained in this RFPDocument are intended to provide an understanding to the Bidders about the subject matter of this RFPDocument and shall not be construed or interpreted as limiting in any way or manner whatsoever the scope of services, work and obligations of the Successful Bidders to be set forth in the respective Concession Agreement or IPSCDL’s right to amend, alter, change, supplement or clarify the scope of service and work, the concession to be awarded pursuant to the RFPDocument including the terms thereof, and this RFPDocument including terms herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Document including this RFPDocument are to be noted, interpreted and applied appropriately to give effect to this intent and no claim on that account shall be entertained by IPSCDL.
- 2.2.3 Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Proposal.
- 2.2.4 This RFPDocument is not transferable.

2.2 Eligible Bidders

- 2.2.5 The Bidders eligible for participating in the Request for Qualification and Proposal process shall be any one of the following:
- (i) a company incorporated under the Companies Act, 2013, but excluding companies covered under section 617 of the Companies Act, 2103; or
 - (ii) An entity incorporated outside India under equivalent law.
- 2.2.6 The Bidder should submit a Power of Attorney as per the format enclosed at Appendix 3 and authorising the signatory of the Proposal to commit the Bidder.
- 2.2.7 Notwithstanding anything stated elsewhere in these documents, IPSCDL shall have the right to seek updated information from the Bidders to ensure their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to IPSCDL. A Bidder may be disqualified if it is determined by IPSCDL, at any stage of the process, that the Bidder will be unable to fulfil the requirements of the Project or fails to continue to satisfy the eligibility criteria. Supplementary information or documentations may be sought from Bidders at any time and must so be provided within a reasonable timeframe as stipulated by IPSCDL.
- 2.2.8 A Bidder which has earlier been barred by IPSCDL / any other entity of GoGor blacklisted by any state government or central government / department / agency in India from participating in Bidding Process shall not be eligible to submit a Proposal, either individually, if such bar subsists as on the Proposal Due Date. The Bidder shall be required to furnish an affidavit that there is no such bar imposed and existing as on the Proposal Due Date as per format provided in **Appendix 6**.

2.3 Number of Proposals

- 2.3.1 Each Bidder shall submit only one (1) Proposal in response to this RFP Document. Any entity, which submits or participates in more than one Proposal, will be disqualified.

2.4 Proposal Preparation Cost

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

2.5 Verification of Documents

- 2.5.1 IPSCDL, reserve the right to verify all statements, information and documents submitted by the Bidder in response to the RFP Document. Failure of IPSCDL to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of IPSCDL thereunder.

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2.6 Contents of RFP Document

- 2.6.1 The RFP Document consists Terms of Reference along with instruction to the Bidders.

2.7 Clarifications by Bidders

- 2.7.1 Bidders requiring any clarification on the RFP Document may notify IPSCDL in writing or by facsimile within such date as specified in the Schedule of Bidding Process set forth in **Appendix 1**. IPSCDL may at its sole discretion, forward to all Bidders, copies of IPSCDL's response, including a description of the enquiry but without identifying its source. The envelopes / communication shall clearly bear the following identification / title (refer Clause 2.20.5):

**"Queries/Request for Additional Information:
RFP document for Development, Operations & Maintenance including
Identification of Locations for Toilet Facilities and Allied works
on PPP Mode in Panaji, Goa**

- 2.7.2 IPSCDL shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, IPSCDL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be construed, taken or read as compelling or requiring IPSCDL to respond to any question or to provide any clarification.
- 2.7.3 IPSCDL may also on its own motion, if necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by IPSCDL shall be deemed to be part of the Bidding Documents if the same is in writing. Verbal clarifications and information given by IPSCDL or their employees, advisors or representatives shall not in any way or manner be binding on IPSCDL.

2.8 Amendment of RFP Document

- 2.8.1 At any time prior to the Proposal Due Date, IPSCDL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document by issue of Addenda.
- 2.8.2 Any Addendum thus issued will be in writing to all those who have purchased the RFP Document and to those who have downloaded the RFP Document from the website and have duly intimated this fact to IPSCDL giving their particulars including address for communication by fax/post ("Registered Bidders"). The Addendum may be issued by IPSCDL in writing or by any standard electronic means such as email or by uploading on the website. Bidders are advised to visit the website www.imaginepanaji.com regularly to keep themselves updated.
- 2.8.3 In order to afford the Bidders reasonable time in which to take an Addendum into account, or for any other reason, IPSCDL may, at its own discretion, extend the Proposal Due Date.

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- 2.8.4 IPSCDL may in its sole discretions and without assigning any reason modify, alter or amend all or any part of the Schedule of Bidding Process by issue of addendum to the RFP Document.

2.9 Miscellaneous – Other Provisions

- 2.9.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Panajishall have jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 2.9.2 IPSCDL, in its sole discretion and without incurring any obligation or liability, reserves the right to:
- a) Suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) Qualify or not to qualify any Bidder and/or to consult with any Bidder in order to receive clarification or further information;
 - c) Retain any information and/or evidence submitted to IPSCDL by, on behalf of, and/ or in relation to any Bidder; and
 - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 2.9.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases IPSCDL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

2.10 Disqualification

- 2.10.1 Even if the Bidder meets the guidelines as set forth in this RFP Document, IPSCDL at its discretion can disqualify the Bidder if:
- a) the Bidder has been debarred by any state or central government or government agency in any country; or
 - b) the Bidder has made misleading or false representation in the forms, statements and attachments submitted; or
 - c) the Bidder has a record of poor performance during the last three (3) years such as consistent history of litigation / arbitration award against the Bidder / any of its constituents or financial failure due to bankruptcy, etc.; or
 - d) any of its key personnel have a criminal history or have been convicted by any court of law for any criminal offences other than minor offences.
- 2.10.2 Upon submission of the Proposal it would be deemed that the Bidder has prior to the submission thereof :

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- (a) made a complete and careful examination of the terms and conditions/ requirements, and other information set forth in this RFP Document and other Bidding Documents;
- (b) received all such relevant information as it has requested from IPSCDL;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in any of the Bidding Documents relating to any of the matters referred to in the Bidding Process including Bidding Documents;
- (d) made a complete and careful examination and satisfied itself about all matters, things and information necessary and required for submitting the Proposal, various aspects of the Project, in accordance with the Bidding Documents, including the Concession Agreement, and performance of all its obligations hereunder including but not limited to:
 - (i) location of Toilet Blocks and allied areas and the existing facilities and structures in Panaji City;
 - (ii) all other matters that might affect the Bidder's performance under the terms of this RFP Document.
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in sub-clause (d) above of this Clause 2.10.2 shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from IPSCDL or a ground for termination of the Concession Agreement; and
- (f) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.10.3 IPSCDL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

2.10.4 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, IPSCDL shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to IPSCDL for, inter alia, the time, cost and effort of IPSCDL, including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to IPSCDL hereunder or otherwise. Without limiting the generality of the foregoing, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- (i) such Bidder, or any constituent thereof, and any other Bidder or any constituent thereof have common controlling shareholders or other common ownership interest by any third party, whether direct or indirect, or such Bidder or any constituent thereof is holding paid up capital, directly or indirectly, in other Bidder or any constituent thereof. Provided that this disqualification shall not apply (a) in case of common

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- controlling shareholding or other common ownership interest by any third party, if such shareholding or ownership interest in one of the Bidders is less than 14% of its paid up and subscribed capital, or (b) in case of the direct or indirect shareholding in a Bidder by the other Bidder on any constituent thereof if such shareholding is less than 14% of that other Bidder's paid up and subscribed capital; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
 - (iii) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
 - (iv) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
 - (v) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Proposal of either or each of the other Bidder; or
 - (vi) such Bidder has participated as a consultant to IPSCDL in the preparation of any documents, design or technical specifications of the Project.
 - (vii) If any legal, financial or technical adviser of IPSCDL in relation to the Project is engaged by the Bidder in any manner for matters related or incidental to the said Project during the Bidding Process or subsequent to the (a) issue of the LOA or (b) execution of the Concession Agreement. In the event any such adviser is engaged by the Successful Bidder(s) or Concessionaire(s), as the case may be, after issue of the LOA or execution of the Concession Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of IPSCDL, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which IPSCDL may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without IPSCDL being liable in any manner whatsoever to the Successful Bidder(s) or the Concessionaire(s), as the case may be, for the same. The aforesaid specifically excludes the role envisaged for IPSCDL being the Independent Engineer for the Project.

2.10.5 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement, IPSCDL shall reject a Proposal, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or the Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has directly or indirectly or through an agent, engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, IPSCDL shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to IPSCDL towards, inter alia, time, cost

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and effort of IPSCDL, without prejudice to any other right or remedy that may be available to IPSCDL hereunder or otherwise.

2.10.6 Without prejudice to the rights of IPSCDL under Clause 2.10.5 hereinabove and the rights and remedies which IPSCDL may have under the LOA or the Concession Agreement, if a Bidder or Concessionaire, as the case may be, is found by IPSCDL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP Document issued by IPSCDL or GoG during a period of five years from the date such Bidder or Concessionaire, as the case may be, is found by IPSCDL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

2.10.7 For the purposes of Clauses 2.10.5 and 2.10.6 above, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of IPSCDL who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of IPSCDL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of IPSCDL in relation to any matter concerning the Project;
- (b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by IPSCDL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

B. Preparation and Submission of Proposal

2.11 Language

2.11.1 The Proposal and all related correspondence and documents shall be written in the English language. The Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by a true and correct official translation into English and duly stamped. In the event of a foreign Bidder the same shall be legalized by the Indian Embassy in the respective country of the Bidder. Supporting materials that are not translated into English may not be considered for evaluation of the Proposal. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.12 Currency

2.12.1 The currency for the purpose of the Proposal shall be the Indian Rupee (INR). The conversion to Indian Rupees shall be based on the closing exchange rate published by the Reserve Bank of India as on March 31, 2016. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. The exchange rate(s) applied shall be clearly stated. IPSCDL, however, reserves the right to use any other suitable exchange rate for the purpose of uniformly evaluating all the Bidders.

2.13 Bid Security

2.13.1 The successful bidder whose financial bid has been accepted will have to pay an amount equivalent to 5% of the contract amount as Performance Security. The Performance Security shall be either in the form of Demand Draft (DD) drawn in favour of IPSCDL or Fixed Deposit Receipt (FDR) of a Nationalized / Scheduled Bank or in the form of Bank Guarantee in the prescribed format enclosed herewith furnished by Nationalised Bank of a value of the Performance Security, valid upto completion of Defects Liability Period, all payable at Panaji – Goa.

2.13.2 Performance Security shall be refunded on completion of Defects Liability Period.

2.13.3 The Employer shall not make a claim under the Performance Guarantee except for amounts to which the Employer is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of :

- a) Failure by the bidder to extend the validity of the Performance Guarantee as described herein above, in which event the Employer may claim the full amount of the Performance Guarantee.
- b) Failure by the bidder to pay Employer any amount due, either as agreed by the Consultant/Agency or determined under any of the clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Employer.

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In the event of the contract being determined or rescinded for reasons attributable to the bidder, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.

Performance Security shall be furnished within 15 days from the date of issue of Letter of Acceptance to Consultant/Agency by Employer.

Performance Clause:

Bidder shall be expected to fully comply with all the provisions of the (TOR), and shall be fully responsible for preparation of RFP as per TOR. Non-compliance of the provisions of the Contract Agreement and other schedules by the Consultant/Agency, non-adherence to the provision of TOR and non-adherence to the time schedule prescribed under TOR shall amount to non-performance.

In the event of non-performance by the Consultant/Agency, IPSCDL reserves the right to forfeit the Performance Security.

- 2.13.1 The Bid Security shall be kept valid through the Proposal Validity Period and would need to be extended, if so required by IPSCDL, for any extension in Proposal Validity Period.
- 2.13.2 The Bid Security shall be in the form of an irrevocable Bank Guarantee issued by a Scheduled Bank authorized to handle transactions of Government of India in India, in favour of IPSCDL, as per the format set out in **Appendix 8** or in the form of a demand draft issued by a bank in India, drawn in favour of IPSCDL and payable at Panaji. IPSCDL shall not be liable to pay any interest on the Bid Security and the same shall be interest free. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any scheduled Bank authorized to handle transactions of Government of India in India is required. For the avoidance of any doubt, 'Scheduled Bank' shall mean a Bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.13.3 The Bid Security shall be forfeited as mutually agreed genuine pre-estimated compensation and damages to IPSCDL in the following cases:
- (a) If the Bidder withdraws its Proposal except as provided in Clause 2.21.1 ; or
 - (b) If the Bidder modifies or withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; or
 - (c) If the Bidder fails to accept the LOA within the stipulated time period as provided in Clause 3.11.3; or
 - (d) In case the Successful Bidder fails to sign the Concession Agreement within the specified time limit or any extension thereof; or

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- (e) In case the Selected Bidder, having signed the Concession Agreement, commits any breach therefore prior to the furnishing of the Performance Security; or
- (f) If the Successful Bidder fails to furnish the Performance Security within the specified time limit prescribed therefore in the Concession Agreement; or
- (g) If any information or document furnished by the Successful Bidder turns out to be misleading or untrue in any material respect; or
- (h) If the Bidder fails to comply with the Bidding Process in any manner; or
- (i) If a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice as specified in Clauses 2.10.5 to 2.10.7 of this RFP Document; or
- (j) If a Bidder has a Conflict of Interest which affects the Bidding Process; or
- (k) In case there is a change in ownership/control of the Bidder, which is contrary to the terms of this RFP Document, or the Concession Agreement.

2.14 Validity of Proposal

- 2.14.1 The Proposal shall indicate that it would remain valid for a period not less than six (6) months from the Proposal Due Date (herein the “Proposal Validity Period”). IPSCDL reserves the right to reject any Proposal that does not meet this requirement.
- 2.14.2 Prior to expiry of the Proposal Validity Period, IPSCDL may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Proposal, but would be required to extend the validity of its Bid Security for the period of extension and comply with Clause 2.13 of this document in all respects. A Bidder refusing the request shall not be eligible to participate in the Bidding process and his Proposal shall be returned.
- 2.14.3 The Successful Bidders shall extend the Proposal Validity Period till the date of execution of the Concession Agreement.

2.15 Bidders Responsibility

- 2.15.1 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP Document will be at the Bidder’s own risk.
- 2.15.2 It would be deemed that prior to the submission of Proposal, the Bidder has:
- a) made a complete and careful examination of requirements, and other information set forth in this RFP Document;
 - b) received all such relevant information as it has requested from IPSCDL; and

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- c) made a complete and careful examination of the various aspects of the Project including but not limited to:
 - (i) all technical, construction, operational, maintenance and management details related to the Toilet Block and allied areas;
 - (ii) all other matters that might affect the Bidder's performance under the terms of this RFP Document;
 - (iii) a diligent scrutiny and is in conformity with the terms and conditions of the draft Concession Agreement;
 - (iv) clearances required to be obtained for the Project, if any; and
 - (v) applicable laws and regulations in force in India.

2.15.3 IPSCDL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

2.16 Pre-Proposal Meeting

- 2.16.1 To clarify and discuss issues with respect to the Project and the RFP Document, IPSCDL may hold Pre-Proposal meeting/s.
- 2.16.2 Prior to the Pre-Proposal meeting/s, the Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and/or the draft Concession Agreement. Bidders must formulate their responses and forward the same to IPSCDL prior to the meeting in terms of schedule set out in **Appendix 1**. IPSCDL may, as may be considered acceptable at its sole discretion, amend the RFP Document based on inputs provided by Bidders.
- 2.16.3 Bidders may note that IPSCDL will not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents including the terms and conditions of the draft Concession Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 2.16.4 IPSCDL will endeavor to hold the meeting as per Schedule of Bidding Process. The details of the Pre-proposal meeting will be separately communicated by posting on the web sites www.imaginepanaji.com.
- 2.16.5 Attendance of the Bidders at the Pre-Proposal meeting is not mandatory. IPSCDL will endeavour to respond to all queries from all Bidders, irrespective of attendance of the Bidder in the Pre-Proposal meeting.
- 2.16.6 All correspondence / enquiries/ request for clarifications should be submitted to the following in writing by fax /post / courier:

ATTN. OF: MD &CEO , Imagine Panaji Smart City Development Limited.
SUBJECT Development, Operations & Maintenance and Revenue Generation for Toilet Facilities and Allied works on PPP Mode in

Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied workson PPP Mode in Panaji, Goa

Panaji, Goa

ADDRESS: First Floor , SPACES Building, EDC Patto ,Panaji, Goa - 403001

Email: projects@imaginepanaji.com

2.16.7 No interpretation, revision, or other communication from IPSCDL regarding this solicitation is valid unless in writing and is signed by MD & CEO, IPSCDL or its authorised representative. IPSCDL may choose to send to all Registered Bidders, written copies of IPSCDL's responses, including a description of the enquiry but without identifying its source to all the Bidders.

2.17 Format and Signing of Proposal

2.17.1 Bidders shall provide all the information as per this RFP Document and in the specified formats. IPSCDL reserves the right to reject any Proposal that is not in the specified formats.

2.17.2 The Proposal should be submitted in two parts:

Part 1 : **Technical Submissions**, which would include:

- i.) Covering Letter cum Project Undertaking as per **Appendix 2** stating the Proposal Validity Period
- ii.) Power of Attorney for Signing of the Proposal as in **Appendix 3**.
- iii.) Details of Bidder as in **Appendix 4**.
- iv.) Completed format of Experience of Bidder as in **Appendix 5A**.
- v.) Format for Affidavit Certifying that Business Entity / Promoter/s / Director/s of Business Entity are not Blacklisted / Barred (as in **Appendix 6**).
- vi.) Proof of registration of the Bidder
- vii.) Bank Draft towards the cost of RFP Document (in case the same has been downloaded from the website). In case the document is purchased, a photocopy of the receipt of the payment is to be enclosed
- viii.) Non-Collusion Certificate as per **Appendix 7**.
- ix.) Bid Security as per **Appendix 8 and**
- x.) Affidavit as per **Appendix 11**

Part 2: Price Proposal

- i.) Price Proposal as per the format set out in **Appendix 9**

2.17.3 The Bidder shall prepare one original of the documents comprising the Proposal as described in Clause 2.17.2, clearly marked "**ORIGINAL**". In addition, the Bidder shall make one (1) copy of the Technical Submissions (Part I), clearly marked "**COPY**". In the

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event of any discrepancy between the original and the copy, the original shall prevail. There will be no copy of the Price Proposal (Part II). Price Proposal shall be in a single cover which should be marked as Price Proposal (Part II).

- 2.17.4 If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.
- 2.17.5 The Proposal and its copy shall be typed or printed in indelible ink and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person/s signing the Proposal.

2.18 Sealing and Marking of Proposal

- 2.18.1 The Bidder shall seal the Technical Submissions and the Price Proposals, in separate envelopes, duly marking the envelopes as “**TECHNICAL SUBMISSIONS**” and “**PRICE PROPOSAL**” respectively. It may be noted that the Price Proposal 9) shall be sealed separately and duly marked as “**PRICE PROPOSAL**”. These envelopes shall then be sealed in an outer envelope.
- 2.18.2 The original and the copy of the Proposal shall be provided in separate envelopes, duly marking the outer envelopes as “**ORIGINAL**” and “**COPY**” along with the soft copy by way of a compact disk respectively.
- 2.18.3 Each envelope shall indicate the name and address of the Bidder.

- 2.18.4 All the envelopes shall clearly bear the following identification:

**“Development, Operations & Maintenance and Revenue Generation for Toilet Facilities and Allied works on PPP Mode in Panaji, Goa”,
“To be opened by Tender Opening Committee only”**

and

**“Submitted by
Name, Address and Contact Phone No. of the Bidder”**

- 2.18.5 The envelope shall be addressed to:

ATTN. OF: MD & CEO ,
Imagine Panaji Smart City Development Limited.

ADDRESS: First Floor , SPACES Building, EDC Patto,
Panaji, Goa - 403521
Phone No 0832-2492550

Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied workson PPP Mode in Panaji, Goa

Eax No 0832-2438261

Email: projects@imaginepanaji.com

- 2.18.6 If the envelope is not sealed and marked as instructed above, the Proposal may be deemed to non-responsive and would be liable for rejection. IPSCDL assumes no responsibility for the misplacement or premature opening of the Proposal submitted.

2.19 Proposal Due Date

- 2.19.1 Proposals should be submitted on or before the Proposal Due Date mentioned in the Schedule of Bidding Process, set forth in **Appendix 1** to the address provided in Clause 2.18.5 in the manner and form as detailed in this RFP Document. For the purposes of this RFP Document the “Proposal Due Date” shall mean the time and date for submission of the Proposal as set out in the Schedule of Bidding Process contained in **Appendix 1**. Proposals submitted by either facsimile transmission or telex or email will not be acceptable.
- 2.19.2 IPSCDL, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.8.

2.20 Late Proposals

- 2.20.1 Any Proposal received by IPSCDL after the Proposal Due Date will be summarily rejected and returned unopened to the Bidder.

2.21 Modification and Withdrawal of Proposals

- 2.21.1 The Bidder may modify or withdraw its Proposal after submission, provided that written notice of the modification or withdrawal is received by IPSCDL before the Proposal Due Date. No Proposal shall be modified or withdrawn by the Bidder after the Proposal Due Date.
- 2.21.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 2.17 and 2.18 with outer envelopes additionally marked “**MODIFICATION**” or “**WITHDRAWAL**” and also “**TECHNICAL SUBMISSIONS**” or “**PRICE PROPOSAL**” as appropriate.
- 2.21.3 Notwithstanding anything to the contrary contained in this RFP Document any modification or withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the Bid Security as mutually agreed genuine pre-estimated compensation and damages in accordance with Clause 2.13.3 of this RFP Document.

2.22 Confidentiality

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- 2.22.1 Information relating to the examination, clarification, evaluation and recommendation for the short listed Bidders shall not be disclosed to any person not officially concerned with the process or is not a retained professional adviser advising IPSCDL in relation to or matters arising out of or concerning the Bidding Process. IPSCDL will treat all information submitted as part of Proposal in confidence and will take all reasonable steps to ensure that all who have access to such material treat the same in confidence. IPSCDL will not divulge any such information unless it is ordered to do so by a court or by any statutory, regulatory or Government authority or agency that has the power to require its disclosure or is to enforce or assert any claim, right or privilege of IPSCDL or defend any claim, action or proceedings against it.

2.23 Clarifications by IPSCDL

- 2.23.1 To assist in the process of evaluation of Proposals, IPSCDL may, at its sole discretion, ask any Bidder for any clarification on or with respect to its Proposal. The request for clarification and the response shall be in writing or by facsimile or email. The Bidder in such cases would need to provide the requested clarification / documents promptly and within one (1) weeks or such timeframe as given by IPSCDL, of the request to the satisfaction of IPSCDL, failing which the Bidder is liable to be disqualified at any stage of the bidding process. No change in the substance of the Proposal would be permitted by way of such clarifications.

2.24 Consultant(s) or Advisor(s)

- 2.24.1 To assist in the examination, evaluation, and comparison of Proposals, IPSCDL may utilise the services of consultant/s or advisor/s.
- 2.24.2 IPSCDL shall not be bound by the opinion or advice given by any Consultant or advisor referred to in Clause 2.24.1. The final determination as regards the Proposal shall vest with IPSCDL.

3. CRITERIA AND METHODOLOGY FOR QUALIFICATION AND EVALUATION

A. General

3.1 Qualification Parameters

3.1.1 The Bidder's competence and capability is proposed to be established by following parameters:

- (a) Technical Experience of Bidder, evaluated in terms of past experience
- (b) Financial Capability of the Bidder, evaluated in terms of net worth and net cash accruals

3.1.2 The Bidder would be required to meet the qualification criteria as detailed in clause 3.2 and 3.3. A Bidder who meets the requisite qualification criteria will be qualified and referred as "Shortlisted Bidder" and the Price Proposals of only such Shortlisted Bidders shall be opened, upon due intimation to such Shortlisted Bidders by IPSCDL.

3.2 Technical Experience Criteria

3.2.1 Eligible Experience

- (a) The bidder needs to meet the following eligible experience :
 - should have done work with government agency in the past five years
 - The average annual turnover of the bidder during past 3 years should be minimum INR 10 crore and net worth should be minimum INR 2.5 crore. The audited copies of the balance sheet and profit & loss account for the last 3 years shall be enclosed with the technical bid.
 - Should have in house services of Architect, Safety Expert, Civil Engineer, Structural Engineer, Advertising Expert, Urban Planner, Urban Designer and Technical Expert with relevant qualification in respective discipline and experience in relevant area.
- (b) The Bidder needs to submit the supporting documents evidencing its capabilities and must provide information as per Appendix 5A. The Bidder shall submit a certificate from its statutory auditor regarding authenticating the eligible experience. The Bidder shall also submit a copy of the agreement/ work order for all the media spaces and completion certificate.

3.2.2 Financial Capability Criteria

3.2.2.1 Financial Capability of the Bidders would be evaluated on the basis of the following:

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- a) net worth as at the end of the most recent financial year (Ref. **Appendix 5**), or
- b) aggregate net cash accruals¹ for the last two (2) completed financial years (Ref. **Appendix 5**).

The Bidders should provide information regarding the above based on audited annual accounts for the respective financial years. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.

3.2.2.2 The Proposal must be accompanied by the audited annual financial statements of the Bidder for the last two (2) financial years.

3.2.2.3 In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In any case, the Audited Annual Financial Statements for two years preceding the latest financial year would have to be provided, failing which the Proposal will be rejected as non-responsive.

3.2.2.4 Not applicable

3.3 Evaluation Criteria for Financial Capability

3.3.1 For the purpose of Qualification, a Bidder would be required to demonstrate the threshold Financial Capability measured on the criteria as listed below. The Bidder would have to satisfy any one of the following criteria for the Project:

- Net worth of the Bidder as at the end of the last financial year shall be at least equal to Rs. 150 lakhs;

3.3.2 For the purpose of analysis and evaluation, figures from the latest two audited annual financial statements would be considered.

B. Evaluation Methodology

3.4 Opening of Proposal

3.4.1 IPSCDL shall open the envelope labelled “**Part I: Technical Submissions**” on the Proposal Due Date or at an appropriate time on the extended date for submission of Proposals as may be notified, at the venue specified below:

ATTN. OF: MD & CEO ,
Imagine Panaji Smart City Development Limited.

ADDRESS: First Floor , SPACES Building, EDC Patto,
Panaji, Goa
Phone No 0832-2492550
Eax No 0832-2438261
Email: projects@imaginepanaji.com

- 3.4.2 The above envelope shall be opened in the presence of Bidders' representatives, who choose to attend. Bidders' representatives attending the Proposal opening shall bring an authorisation letter from the Bidder and register to evidence their presence.
- 3.4.3 The following information shall be announced at the Proposal opening and recorded:
- a) Bidders' names; and
 - b) Particulars of the Bid Security.
- 3.4.4 IPSCDL shall intimate Bidders in case of any change in the date or venue of opening of "Part I" of the Proposal.
- 3.4.5 Proposals marked "WITHDRAWAL" accompanied by a valid notice of withdrawal submitted in accordance with Clause 2.21 shall not be opened and shall be returned to the Bidder. No withdrawal notice shall be considered unless such notice contains a valid authorisation to request the withdrawal of Proposal. If the withdrawal envelope does not contain a valid notice signed by the Authorised Signatory of the Bidder, the corresponding Envelopes marked "MODIFICATION" shall be opened and read with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening. Only envelopes that are opened and read out at Proposal opening shall be considered further in the Bidding Process.
- 3.4.6 Any information contained in the Proposal shall not in any way be construed as binding on IPSCDL, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.

3.5 Test of Responsiveness

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3.5.3 Prior to evaluation of Proposals, IPSCDL will determine whether each Proposal is responsive to the requirements of the RFP Document. A Proposal shall be considered responsive if it satisfies all the criteria stated below:

- a) It is received by the Proposal Due Date.
- b) It is signed, sealed, and marked as stipulated in Clause 2.17 and 2.18.
- c) It contains the information and documents as requested in the RFP Document.
- d) It contains information in formats specified in the RFP Document and other Bidding Documents.
- e) It mentions the Proposal Validity Period as set out in Clause 2.14.
- f) It provides the information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by IPSCDL without communication with the Bidder). IPSCDL reserves the right to determine whether the information has been provided in reasonable detail.
- g) There are no inconsistencies between the Proposal and the supporting documents.
- h) It is accompanied by the Bid Security as set out in Clause 2.13.
- i) It is in accordance with the other provisions of this RFP.
- j) Conforms to all terms, conditions of the RFP without material deviation or reservation.
- k) Does not affect in any substantial way the scope, obligations, quality, specifications, standards, rules, controls and performance of the Project.
- l) It does not contain any condition or qualification.
- m) It is accompanied by the Power(s) of Attorney specified in Clause 2.3.3, as the case may be.
- n) It is not non - responsive in terms hereof.

3.5.4 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one

- a) which affects in any substantial way, the scope, quality, or performance of the Project, or
- b) which limits in any substantial way, inconsistent with the RFP Document, IPSCDL’s rights or the Bidder’s obligations under the Concession Agreement, or
- c) which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

3.5.5 IPSCDL reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by IPSCDL in respect of such Proposals.

3.6 Evaluation of Technical Submissions

3.6.3 As part of Qualification Phase, the Technical Submissions as submitted by the Bidders in Part I, shall be checked for eligibility, technical capability, financial capability, bid security and other such compliances with the requirements of the RFP Document. IPSCDL reserves the right to reject the Proposal of a Bidder without opening the Price Proposal, if Proposal is not responsive in terms of Clause 3.5.

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- 3.6.4 Based on evaluation of Technical Submissions, IPSCDL would release a list of Bidders who meet the qualification criteria set out in this RFP Document for the Project.
- 3.6.5 A list of such aforesaid Bidders shall be prepared and such Bidders shall be informed that their Proposal has been shortlisted for opening of the Price Proposal.
- 3.6.6 IPSCDL shall intimate a date for opening of Price Proposals to all Shortlisted Bidders and invite them for opening of the Price Proposals. Attendance to such opening of Price Proposals is not mandatory. However, IPSCDL shall not entertain any claim of whatsoever nature in case a Bidder does not attend the meeting for opening of Price Proposals of Shortlisted Bidders.
- 3.6.7

Sl. No	Evaluation Criteria	Maximum Marks
1	Specific experience of the Agency, relevant to the Assignment	40 Marks
2	Adequacy of the proposed methodology and Work plan in response to the terms of reference	25 Marks
3	Key Professional staff for the Assignment / job	35 Marks
Total		100 Marks

(i)	Specific experience of the Agency, as sole entity, (“Relevant Assignment”)	Maximum Marks 40 marks
	Completed/ ongoing projects for Development, Operations and Maintenance of toilet blocks and allied areas in the last 5 years for the last 3 years for a government agency/ municipal/ municipal council/ board in India.	25
	Completed/ ongoing projects of Preparation of Outdoor Advertisement Master Plan for a city/ urban agglomerate/town in last 5 years for any government agency/municipal/ municipal council in India.	15

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<p>(i) Adequacy of the proposed methodology and Project Scheduling & Planning in response to the Terms of Reference</p> <p>(a) Technical approach & methodology</p> <p>(b) Project Scheduling & Planning</p>	<p>25 marks</p> <p>20 marks</p> <p>5 marks</p>
<p>(ii) Key Professional staff for the Assignment / job and quality systems</p>	<p>35 marks</p>
<p>Qualifications and competency of each of the key professional will be evaluated separately</p>	
<p>The marks for key professionals will be further divided as under:</p> <p>a) Team Leader</p> <p>b) Other key professionals</p>	<p>8 marks</p> <p>27 marks</p>

Relevant experience shall mean assignments/works as mentioned in table above

The Minimum Score to qualify for the Financial bid opening: 75

3.7 Evaluation of Price Proposal

3.7.3 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions interms of this document. The Bidder achieving the highest combined technical and financial score will be invited for negotiations. In case the highest combined technical and financial score evaluated bidder (firm) has been awarded assignment.

3.7.4 In Phase II, the Price Proposals of all the Bidders who pass the Phase I evaluation will be opened for the Project in the presence of the Bidders' representatives who choose to attend. The Bidders' representatives who are present shall be required to sign and record their attendance.

3.7.5 The Bidders should submit separate Price Proposal in separate envelopes of the Project in the format set out in **Appendix 9**.

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- 3.7.6 The Proposal of the Bidders would be evaluated based on the basis of percentage of revenue share being generated from advertisement and allied activities to IPSCDL.
- 3.7.7 IPSCDL may either choose to accept the Proposal of the Preferred Bidder or invite him for negotiations.
- 3.7.8 Upon acceptance of the Proposal of the Preferred Bidder with or without negotiations, IPSCDL shall declare the Preferred Bidder as the Successful Bidder.

3.8 Method of Selection:

The technical quality of the Proposal will be given weightage of 80%, the method of evaluation of technical qualification will follow the procedure given above.

The Proposal with the highest offer may be given a financial score of 100 and the other Proposal given financial score that are inversely proportionate to their prices. The financial Proposal shall be allocated weight of 20%. For working out the combined score, the employer will use the following formula:

$$\text{Total points} = T (w) \times T (s) + F (w) \times \text{TMPB/HTMPB}$$

where

T (w) stands for weight of the technical score.

T (s) stands for technical score

F (w) stands for weight of the Financial Proposal

TMPB stands for Total Monthly Payment quoted by the Bidder in the financial proposal

HTMPB stands for Highest Total Monthly Payment quoted by any Bidder in the Financial Proposal

The Proposals will be ranked in terms of total marks scored. The Proposal with the highest total marks (H-1) will be considered for award of contract and will be called for negotiations, if required.

3.9 Notification

3.9.3 IPSCDL will notify the Successful Bidder by facsimile and by a letter of Acceptance.

3.9.4

3.10 IPSCDL's Right to Accept or Reject Proposal

3.10.3 IPSCDL reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Project, without liability or any obligation for such acceptance, rejection or annulment.

3.10.4 IPSCDL reserves the right to invite revised Price Proposals from Bidders with or without amendment of the RFP Document at any stage, without liability or any obligation for such invitation and without assigning any reason.

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3.10.5 IPSCDL reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or uncovered;
- b) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal;
- c) one or more of the pre-qualification conditions have not been met by the Bidder;
- d) the Bidder has made a material misrepresentation or such material misrepresentation is uncovered;
- e) the Bidder has a Conflict of Interest which effects the Bidding Process;
- f) the Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice; or
- g) there is a change in ownership/control of the Bidder, which is contrary to the terms of this RFP Document, including the Concession Agreement.

3.10.6 This would lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified / rejected.

3.10.7 If such disqualification / rejection occurs after the Price Proposals have been opened and the lowest Bidder gets disqualified / rejected, then IPSCDL reserves the right to:

- a) invite the next Highest Bidder for discussions/ negotiations on the basis of the Price Proposal submitted by such Bidder;

OR

- b) invite fresh Price Proposals from the Bidders;

OR

- c) take any such measure as may be deemed fit in the sole discretion of IPSCDL, including annulment of the Bidding Process.

3.10.8 Based on the outcome of Clause 3.10.7, IPSCDL retains the right to declare such Bidder as the Preferred Bidder for the Project.

3.10.9 Proposals shall be deemed to be under consideration immediately after they are opened until such time IPSCDL makes an official intimation of award/rejection to the Bidders. While the Proposals are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means IPSCDL and/or their employees/representatives on matters relating to the Proposals under consideration.

3.10.10 In case it is found after the issue of the LOA or signing of the Concession Agreement or after its execution and during the subsistence thereof, including the concession thereby granted that :

- a) one or more of the pre-qualification conditions have not been met by the Bidder;

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- b) the Bidder has made a material misrepresentation or such material misrepresentation is uncovered;
- c) the Bidder has a Conflict of Interest which effects the Bidding Process;
- d) the Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice; or
- e) there is a change in ownership/control of the Bidder, which is contrary to the terms of this RFP Document, including the Concession Agreement.

then the LOA or the Concession Agreement, as the case may be, shall notwithstanding anything to the contrary contained therein or in this RFP Document, be liable to be terminated by a communication in writing by IPSCDL to the Successful Bidder without IPSCDL being liable in any manner whatsoever to the Successful Bidder(s) or Concessionaire(s), as the case may be. In such event, IPSCDL shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable and effect of IPSCDL, without prejudice to any other rights or remedy that may be available to IPSCDL.

3.11 Acknowledgment of Letter of Acceptance(LOA) and Execution of Concession Agreement

- 3.11.3 On the basis of evaluation of Proposal, IPSCDL shall issue a Letter of Acceptance(LOA) to the Successful Bidder. Within three (3) days from the date of issue of the LOA, the Successful Bidders shall accept the LOA and submit to IPSCDL the Acknowledgement Letter in the format set out in **Appendix 10**.
- 3.11.4 The Successful Bidders shall execute the Concession Agreements within two (2) weeks of the issue of LOA or such time as indicated by IPSCDL.
- 3.11.5 IPSCDL will promptly notify other Bidders that their Proposals have been unsuccessful and their Bid Security will be released as promptly as possible upon signing of the Concession Agreement with the Successful Bidders.

Appendix 1: Schedule of Bidding Process

IPSCDL would endeavour to adhere to the following schedule:

Sr. No	Activity Description	Date*
1	Date of Issue of RFP	Jan 01, 2017
2	Pre-proposal meeting	Jan 09, 2017
4	Proposal Due Date	Jan 16, 2017
5	Opening of Technical Submissions	Jan 16, 2017
6	Opening of Price Proposals	Jan 20, 2017

* In case of any holiday, the date would be considered as the next working date.

Appendix 2: Format for Covering Letter cum Project Undertaking

[On the Letter head of the Bidder]

Date:

To

Managing Director & CEO

Imagine Panaji Smart City Development Limited

1st Floor, SPACES Building, EDC Patto Plaza, Panaji Goa

Dear Sir,

Re: Development, Operations & Maintenance and Revenue Generation for Toilet Facilities and Allied works on PPP Mode in Panaji, Goa

We have read and understood the Request for Qualification and Proposal (RFP) Document in respect of the Project provided to us by IPSCDL. We hereby submit our Proposal for the captioned project.

1. We are enclosing and submitting herewith our Proposal in one (1) original and (1) one copy, with the details as per the requirements of the RFP Document, for your evaluation and consideration.
2. The Proposal is unconditional and unqualified.
3. All information provided in the Proposal and in the Appendices is true and correct.
4. The statement made herein is for the express purpose of qualifying as a Bidder and submission of our Price Proposal for the aforesaid Project.
5. I/ We shall make available to IPSCDL any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal.
6. I/ We acknowledge the right of IPSCDL to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. We certify that in the last three years, I/ we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
8. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including the Addendum issued by IPSCDL.
 - (b) I/ We do not have any conflict of interest in accordance with Clause 2.10.4 of the RFP Document;
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 2.10.7 of the RFP Document, in respect of any tender or request for proposal issued by or any agreement entered into with IPSCDL or any other public sector enterprise or any government, Central or State; and

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- (d) I/ We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Clauses 2.10.5 to 2.10.7 of the RFP Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Proposals for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.9.2 of the RFP Document.
 10. I/We declare that we satisfy and meet the requirements as specified in the RFP Document and eligible to submit a Proposal in accordance with the terms of this RFP Document.
 11. I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority in any matter which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 12. I/ We further certify that in regard to matters relating to security and integrity of the India, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
 13. I/ We certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors or any shareholder holding not less 10% of our issued and subscribe equity share capital.
 14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification; we shall intimate IPSCDL of the same immediately.
 15. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by IPSCDL in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
 16. In the event of my/ our being declared as the Successful Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 17. I/We have studied all the Bidding Documents carefully and also surveyed the (Project and other matters mentioned in the Bidding Documents including in Clause 2.10.2 and 2.15.2 of the RFP Document). We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by IPSCDL or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of concession.
 18. The Concession Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP Document, draft Concession Agreement, our own estimates of costs and after a careful assessment of the Project and all the conditions that may affect the Proposal.
 19. I/We confirm our having submitted the Bid Security of as specified in RFP. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.

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- 20. I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Proposal is not opened.
- 21. I/We agree and undertake to abide by all the terms and conditions of the Bidding Documents including the RFP document.
- 22. I/We agree to keep and confirm that our Proposal is valid upto 6 months from Proposal Due Date.
- 23. We hereby agree and undertake that notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the Draft Concession Agreement, a draft of which also forms a part of the RFP Document provided to us.

Dated thisDay of, 201___.

Name of the Bidder
Signature of the Authorised Person
Name of the Authorised Person

Note:

- *On the Letterhead of the Bidder*

Appendix 3: Format for Power of Attorney for Signing of Proposal

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Power of Attorney

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Project envisaging Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied works on PPP Mode in Panaji, Goa including signing and submission of all documents and providing information / responses to Imagine Panaji Smart City Development Limited (“IPSCDL”), representing us in all matters before IPSCDL, and generally dealing with IPSCDL 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)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- *The mode of execution of the 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.*
- *In case the Proposal is signed by an authorised Director of the Bidder, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

Appendix 4: Format for Details of Bidder

1.
 - (a) Name
 - (b) Country of incorporation/registration²
 - (c) Address of the registered office, corporate headquarters, and its branch office/s, if any, in India
 - (d) Date of incorporation and/or commencement of business.

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

3. Details of individual/s who will serve as the point of contact / communication with IPSCDL :
 - (a) Name : Swayandipta Pal Chaudhuri
 - (b) Designation : M.D & CEO
 - (c) Company : Imagine Panaji Smart City Development Limited
 - (d) Address : 1st Floor, SPACES Building, EDC Patto Plaza, Panaji, Goa- 403001
 - (e) Telephone Number : 0832- 2492550
 - (f) E-Mail Address : projects@imaginepanaji.com
 - (g) Fax Number :
 - (h) Mobile Number :

4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder :
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) E-Mail Address :
 - (g) Fax Number :
 - (h) Mobile Number :

² Documentary proof of registration.

Appendix 5A: Format for Experience of the Bidder

Criteria, sub-criteria and point system for evaluation to be followed under this procedure are as under

(ii) Specific experience of the Agency, as sole entity, (“Relevant Assignment”)	Marking scheme		40 marks (Maximum Marks)
Completed/ ongoing projects for Development, Operations and Maintenance of Toilet Blocks and allied areas in the last 5 years for at least 3 years tenure for a government agency/ municipal/ municipal council/ board in India.	<u>Number of Toilet Blocks developed</u>	<u>Marks</u>	-----
	8 numbers	5	
	12 numbers	10	
	16 numbers	18	
	20 numbers	25	
Completed/ ongoing projects of Preparation of Outdoor Advertisement Master Plan for a city/ urban agglomerate/town in last 5 years for any government agency/municipal/ municipal council in India.	<u>No. Of Projects</u>		-----
	For 1 Project	3	
	For 2 Projects	5	
	For 3 Projects	8	
	4 or more Projects	15	

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Appendix 5B: Form for Evaluation of each of the key professionals

Sr. No.	Team Position	Minimum Qualification	Minimum Eligible Experience	Experience on Relevant Assignment	Name	Years of Experience	No. of Eligible Assignment * Weight = Score
1	Team Leader cum Financial Expert	MBA/ CA/ CFA	20 years	1 mark for each Relevant Assignment			__ * 1 = __ (Max. 8marks)
2	Urban Design Expert	Masters in Architecture with Urban Design	5 years	1 mark for each Relevant Assignment			_ * 1 = __ (Max. 4 marks)
3	Urban Planner	Civil Engineer with Masters in Town and country Planning	12 years	1 mark for each Relevant Assignment			_ * 1 = __ (Max. 7 marks)
4	Advertising Expert	Graduate	10 years	1 mark for each Relevant Assignment			_ * 1 = __ (Max. 7 marks)
5	Architect	Bachelors in Architecture with Masters in Urban Planning	5 years after graduation and 4 years after Post Graduation	1 mark for each Relevant Assignment			_ * 1 = __ (Max. 4 marks)
6	Civil Engineer	Bachelors in Civil Engineering	10 years	1 mark for each Relevant Assignment			_ * 1 = __ (Max. 5 marks)
	Total Score						

Appendix 5C: Format for Curriculum Vitae (CV) for Key Professionals

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact infor for references	Country	Summary of activities performed relevant to the
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e- mail.....; Mr. Hbbbb, deputy		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you canwork): _____

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Adequacy for the Assignment:

Detailed Tasks Assigned to bidder Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks

Expert’s contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{ day/month/year }

NameofExpert

Signature

Date

{ day/month/year }

Nameofauthorized

Signature

Date Representative of thebidder

(who signs the Proposal)

Appendix 5D: Description of Approach & Methodology

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

- a) Technical Approach and Methodology
- b) Work Plan

a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Scope of services, the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output.

Organization and Staffing {please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. }

b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment and the period for which the key personnel's are to be deployed for the project as per the following phases:

- Planning phase -2 Months
- Construction Phase- 8Months
- Operations & maintenance Phase- 20 years

Appendix 6: Format for Affidavit Certifying that Entity / Directors of Entity are not Blacklisted

(On a Stamp Paper of relevant value)

Affidavit

I M/s. (Sole Bidder / Lead Member/ Other Member), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by IPSCDLor blacklisted by any state government or central government / department / agency in India from participating in Project/s as on the _____.

We further confirm that we are aware that as per Clause 2.12, our Proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of the RFP Document at any stage of the Bidding Process or thereafter during the subsistence of Concession Agreement.

Dated thisDay of, 201....

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Appendix 7: Format of Non-Collusion Certificate

**Non -Collusion Certificate
(on the Letter Head of Bidder)**

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.

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

Dated thisDay of, 201....

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Appendix 8: Format of Bid Security

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To,

Managing Director & CEO

Imagine Panaji Smart City Development Ltd,

1st floor Spaces Building,

Patto, Panaji Goa 403 001

1. In consideration of Imagine Panaji Smart City Development Ltd, (hereinafter called "the Employer"), having agreed to exempt _____(Name of the Consultant/Agency)_____, Engineering Consultant/Agency (hereinafter called "the Said Consultant/Agency(s)") from the demand, under the terms and conditions of the proposed agreement between _____(name of the Consultant/Agency)_____and Imagine Panaji Smart City Development Ltd for the Construction of _____ (name of the project)_____ (hereinafter called 'the said agreement') of Security Deposit for the due fulfillment by the Consultant/Agency(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs. _____(Rupees _____ Only) we, The _____(name of the Bank , _____(name of the branch) , _____Address of the bank(hereinafter referred to as "the Bank") at the request of _____, the said Consultant/Agency(s) do hereby undertake to pay the Employer an amount not exceeding Rs. _____/-(Rupees _____only) on demand without any demur.
2. We undertake to pay the Employer any money demanded not withstanding any dispute or disputes raised by the Consultant/Agency(s)/ Supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under these presents being absolute and unequivocal.

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The payment so made by us under this bond shall have a valid discharge of our liability for payment there under and the Consultant/Agency(s) / supplier(s) shall have no claim against us for making such payment.

3. We, _____(name of the bank) further agree that the Guarantee herein contained shall remain in full force and enforceable till the above amount of advance by Employer under or by virtue of the said Agreement has been fully paid and its claims satisfied or discharged or till _____(date). Employer shall certify that the terms and conditions of the Said Agreement have been fully and properly carried out by the said Consultant/Agency(s) and accordingly shall discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____(date) we shall be discharged from all liability under this guarantee thereafter.

4. We, The _____ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant/Agency(s) from time to time or postpone for any time or from time to time any of the powers exercisable by the Employer against the said Consultant/Agency(s) and to forbear and enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of such variation, or extension being granted to the said Consultant/Agency(s) or for any forbearance or act or omission on the part of the Employer or any indulgence by the Employer to the said Consultant/Agency(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision , have effect of so relieving us.

5. This guarantee shall not be discharged due to the change in constitution of the Bank or the Consultant/Agency(s)/ supplier(s).

6. We the Bank further agree that this Guarantee shall be encashable at our Branch at Panaji, Goa.

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7. This guarantee is furnished and is deemed to be furnished in Panaji, Goa and the court's in Panaji, Goa will have Civil Jurisdiction.
8. We, The _____ (name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything contained herein:

- a) Our liability under this bank guarantee shall not exceed Rs. _____/- (Rupees _____ only);
- b) This bank guarantee shall be valid upto _____ (date);
- c) We are liable to pay the guaranteed amount or part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____ (date)

Dated _____ day of _____, 2017.

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Appendix 9: Format of Price Proposal

Date:

To

Managing Director & CEO

Imagine Panaji Smart City Development Limited
Panaji

Re: Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied works on PPP Mode in Panaji, Goa

We are pleased to submit our Price Proposal for the **Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied works on PPP Mode in Panaji, Goa**

Project. We have completely understood the scope of work for the Project and have reviewed all the terms and conditions of the Request for Qualification and Proposal (RFP) Document, including the draft Concession Agreement, and undertake to comply, observe and abide by all the terms and conditions set out in the aforesaid documents. We hereby declare that our Price Proposal is unqualified and unconditional in all respects and there are no deviations from the stated terms in the RFP Document.

	Sr. No.	Description	Quantity (Nos.)	Nominal Area for outdoor advertising (Sq. ft.)	Total (Sq. ft.)	Lump sum Monthly Payment (in Rs.)
A. Area for outdoor advertising (Sq. ft.)						
	1	Toilet Block	14	300	4200	()
	2	Urinals	6	75	450	()
		Total Monthly Payment (in Rs.)				()
B. Commercial Activity: 50 Sq. ft. of space available at each Toilet Blocks. Total available space is 700 Sq. ft.						
For any Commercial Activity a revenue share of 25% of the total gross receipts shall be payable.						
Control Norms:						
a)	Within a total area for advertising is 4650 sq. ft. the agency can transfer part of the total sq. ft. to other sites subject to a maximum of this transfer limited to 25% of 4650 sq. ft.					
b)	For any commercial activity, the agency can transfer part of the total sq. ft. To alternate/other site subject to the maximum of this transfer limited to 50% of 700 sq. ft.					
c)	For any specific site, the area cannot be exceed 70% of the façade on each side.					

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d)	Local laws shall be followed, Advertising space can be a combination of backlit panels, neon signs. However, moving images and unlit panels are not allowed.
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We hereby agree that the actual payment schedule shall be as per the terms mentioned in the Concession Agreement.

In case of any deviation in the number of toilet blocks and allied areas items the above Percentage share shall hold valid upto a maximum of 25 numbers.

The aforesaid monthly payment has been quoted by us after taking into consideration all the terms and conditions stated in the Bidding Documents including the RFP Document; draft Concession Agreement, our own estimates of costs and revenues and after a careful assessment of the proposed location of toilet blocks and allied areas and all the conditions that may affect the Proposal.

.....Name of the Bidder

.....Signature of the Authorised Person

.....Name of the Authorised Person

Note:

- *On the Letterhead of the Bidder.*
- *In case of difference in amount quoted in figures and words, the higher value would be considered for evaluation.*
- *This Appendix 10 (Price Proposal) shall be submitted separately(for those bidders who intend to submit the Price Proposal))*

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Appendix 10: Format of Acknowledgement Letter of Acceptance (To be submitted by Successful Bidder to IPSCDL)

Date : (Within three (3) days of date of LOA)

To

Managing Director & CEO
Imagine Panaji Smart City Development Limited
Panaji

Subject: Acknowledgement of Letter of Acceptance – Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied works on PPP Mode in Panaji, Goa

We are pleased to acknowledge the Letter of Acceptance issued by IPSCDL vide their letter Ref. _____ dated _____ for the Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied works on PPP Mode in Panaji, Goa

We have reviewed the aforesaid Letter of Acceptance and are enclosing herewith a copy of the Letter of Acceptance duly acknowledged in acceptance of the conditions and undertake to comply with the following within one (1) week of the date of the LOA:

1. Execute the Concession Agreement
2. Furnish a Performance Security of the amount of Rs. _____ as per the terms of the Concession Agreement
3. Further, the Successful Bidder should confirm that :
 - 4.1 the Successful Bidder has, after a complete and careful examination, made an independent evaluation of scope of the Project, local and physical conditions, and all information and documents provided by IPSCDL or obtained procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. IPSCDL makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and/or completeness of the information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against IPSCDL in this regard.
 - 4.2 The Successful Bidder acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the documents and matters set forth in para 1 above and hereby acknowledges and agrees that IPSCDL shall not be liable for the same in any manner whatsoever to the Successful Bidder or any person claiming through or under any of them.

.....

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Name of Successful Bidder/Lead Member

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Note:

- *On the Letterhead of the Bidder*

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Appendix 11: Format of Affidavit

(On a Stamp Paper of relevant value by Bidder)

I, _____ son of _____ resident of _____ having been duly authorized on behalf of the Bidder, do hereby solemnly affirm and declare as under:

That whereas, I have submitted a proposal for Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied works on PPP Mode in Panaji, Goa.

Now, therefore, I, the undersigned, do hereby certify that all the information supplied as accurate, true and correct.

The undersigned also authorize(s) and request(s) any bank, person or firm to furnish any information requested by the Imagine Panaji Smart City Development Limited to verify any pertinent information deemed necessary and for otherwise inquiring about our reputation.

The undersigned also understands and agrees to supply any further information as may be required by Imagine Panaji Smart City Development Limited.

The undersigned also understands that furnishing of false information could result in disqualification of his company for the Project, and if so awarded, Imagine Panaji Smart City Development Limited shall withdraw the LOA or terminate the Concession Agreement, as the case may be, without being liability in any manner.

Dated thisDay of, 201..

.....Name of the Bidder
.....Signature of the Authorised Person
.....Name of the Authorised Person

Enclosure 1

Scope of Work

Development, Operations & Maintenance and Revenue Generation for Toilet Facilities and Allied works on PPP Mode in Panaji, Goa

Introduction

Clean, well-maintained public conveniences that are accessible, safe, well lit, comfortable, clean and strategically situated are an important part of any city for residents and tourists alike. Lack of regulation or compulsory standards result in poor design, inadequate maintenance and management, and unhygienic conditions, resulting in the spread of diseases as others.

Goa being one of the most desirable Tourist destination globally. It is imperative to develop Public Utilities in the city/state as it helps in improving the hygiene, sanitation, aesthetics etc. It also provides greater comfort, easier access for all and if aesthetically designed can add positively to the city skyline.

OBJECTIVES

The main objective of the assignment is to identify suitable locations, develop, operate and maintain Toilet Blocks/Urinals on PPP basis in the city of Panjim, Goa.

Bidder should understand the design features to achieve the high standards of sanitation service delivery. The construction and facilities provided should be of high standard and are expected to serve for a minimum life period of Thirty (30) years. The different design features, wherever possible, are to be integrated and are as follows:

(a) User friendly detailing:

- i. Physically challenged /elderly people's toilet facility and access on the ground floor with minimum steps or level differences.
- ii. Furniture for maintenance personnel and space to keep personal belongings.
- iii. Diaper change board for infants in women areas.
- iv. Facility for young users in the form of a lowered urinal.
- v. User ledge in urinals area for users to place belongings during use.
- vi. User ledge in WC's for users to place belongings.
- vii. Counter fitted washbasin for placing belongings during use.

(b) Clear Information:

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The signages of the Public Conveniences are to be designed to be attractive to the users and general public. The Successful Bidder shall ensure the following:

- i. The branding on the toilets to give the citizens a clear idea of the agencies involved in the making of the facility.
- ii. The directional signage used is of a standardized size and design for clear understanding of bifurcation.
- iii. The Male / Female signage used is of a standardized size and design for the clear understanding of bifurcation.
- iv. The information boards will guide the citizens on the user fee, hours of operation, and other relevant information.
- v. The counter will also have information on the record of maintenance charts displayed.

(c) Transparent Charging system:

- i. System of ticketing and fee collection with the issue of tickets for every use of the facility.
- ii. Printed rates on the information boards to avoid any ambiguity about the rates.
- iii. Availability of the single point control through Helpline number in case of grievances.
- iv. Sufficient information with trained caretakers about the ownership and maintenance of toilets.

IDENTIFICATION OF LOCATIONS, DEVELOPMENT, OPERATION & MAINTENANCE PROCEDURES

(a) Location Identification

Identification of locations for development of Public Conveniences shall be undertaken by the Successful Bidder by means of joint survey with the agency/ organization appointed by IPSCDL.

(b) MINIMUM SPECIFICATIONS TO BE ADOPTED FOR DEVELOPMENT

Bidder shall construct, operate & maintain the toilet Blocks in accordance with the conditions set out below:

i. CIVIL & JOINERY WORK

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- a) Basic structure shall comprise of brick masonry and RCC roof slab to be constructed as per relevant IS codes.
- b) Cement Plaster in ratio of 1:4 (one cement: 4 coarse sand) shall be provided.
- c) Flooring shall comprise of Vitrified Tiles of the colour as approved by IPSCDL.
- d) 8 inch x 12 inch glazed tile dado upto 7 feet height shall be provided except in the store and entrance area. The make & colour shall be as approved by IPSCDL.
- e) Min. 4 inch high skirting shall be provided of the same material as of the flooring.
- f) Aluminum frames of all doors and windows.
- g) Door shutter of min 35mm thick with aluminum frame and panel of pre-laminated board shall be provided.
- h) Aluminum window shutters shall be provided.
- i) Wash hand basins shall be provided in the counters as indicated in the drawing. The counter shall be of granite.
- j) Approaches to the toilets shall be provided from pedestrian pathways and adjoining areas as feasible. Such approaches shall be laid with precast paver blocks of at least 40mm thickness.
- k) External finish shall be of Aluminum Composite Panel a cladding of the size & colour as approved by IPSCDL.
- l) Internal wall surface shall be finished with good quality plastic emulsion paint of make & shade to be approved by IPSCDL.

ii. P.H. FITTINGS AND FIXTURES

- a) The ceramic fixtures shall be of first quality white/coloured and of the reputed makes such as Hindustan, Cera, Nycer etc. as approved by IPSCDL.
- b) Stall type urinals with sensors shall be provided in the Gents Toilet.
- c) Round/Oval wash hand basins shall be provided.
- d) First Quality C.P. fixtures & fittings shall be of the reputed make such as Jaguar, Nova, Ess-Ess etc. as approved by IPSCDL.
- e) At least one EWC and one Indian Type Orissa Pan WC with flushing Valve shall be provided separately for gents & ladies use in the toilets. Arrangements for use by physical challenged persons be also made or a separate WC facility which is friendly for physically challenged persons be carved out in the toilet block.
- f) Liquid soap dispenser shall be provided for wash hand basin for ladies & gents use.
- g) Mirrors of Atul or Gold Fish or Modi Float make with full width of counter of wash hand basin shall be provided.
- h) Water filter with water cooler or Mineral water dispenser shall be provided for drinking water.

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- i) Two water storage tanks each of minimum 1000 litre capacity for the Gents & Ladies toilet shall be provided at roof.
- j) At least two hand driers shall be provided of the make as approved by IPSCDL.
- k) All other accessories provided shall be of the make as approved by IPSCDL.

iii. ELECTRICAL

- a) Concealed conduit pipe with standard copper wire (ISI marked) shall be provided.
- b) Plate type switches and accessories of standard make such as MK, Anchor, SSK etc. shall be provided.
- c) Electrical layout drawings shall be approved by IPSCDL.
- d) Exhaust fans/ fresh air fans of any of the reputed makes such as USHA, BAJAJ, GEC, KHAITAN, and CROMPTON etc. shall be provided.

iv. GENERAL

- a) Double wall polycarbonate sheet roofing shall be provided over the skylight etc. as per the drawings approved by IPSCDL.
- b) Water proofing treatment as per local government specifications shall be provided over the roof in addition to the terracing.
- c) The external treatment of the walls shall be got approved from IPSCDL.
- d) The illumination of the advertisement panel shall be as per the requirement & as permitted by the civic authorities.
- e) A wall clock will be prominently displayed in the lobby.
- f) The layout and facilities provided shall be of universal design.
- g) Lobby shall be provided with paintings and curios.
- h) The structure built should be physically challenged friendly.

Note:

1. The make & colour of all fittings and fixtures shall be subject to approval of IPSCDL.
2. No advertisement is allowed till the completion of the construction of Public Conveniences and without prior approval from IPSCDL.
3. The advertisement space shall be strictly as per the local government/IPSCDL norms and policy. One face of the public Convenience facade shall be utilized for social messages or any other use as decided by IPSCDL. In addition to the advertisement space provided on the façade, additional space subject to 100 Sq. ft. per Public Conveniences shall be provided by IPSCDL at location at its discretion for installation of information panels for display of advertisements on one side of the

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said panels while IPSCDL shall make use of the other face of the information panel for displaying social messages etc.

Guidelines for Development, Operation and Maintenance of Public Convenience

The Contractor shall construct, manage and maintain the Public Convenience in the following manner:

(a) Guidelines for Redevelopment:

- a) The inside height of Toilet complex should be 3 mtrs. The layout of the toilet block would depend on the availability of space and other local conditions. The design/architecture of the complex should be in consonance with, and should not clash with, the surroundings.
- b) The sketch plan of the proposed toilet blocks of each site indicating the minimum specifications to be adopted along with tentative key plan etc. are enclosed in Schedule 1 of this Agreement. The contractor shall prepare the working drawings based on the site, ground & infrastructure details in consultation with & get it approved from local/competent authority before start of construction activity.
- c) The floor should slope gently towards the floor trap. The floor of W.C. area should be sunk to avoid the flow of water outside the W.C. area.
- d) Internal finishing shall be done as approved by IPSCDL.
- e) Makes of all the items shall be got approved from IPSCDL.
- f) All water pipes, drainage and waste pipes would be concealed.
- g) The lay out plan containing sites, orientation etc. of latrines & urinals and showing plumbing lay out and various fixtures like taps, water closets, cisterns, sinks, mirror etc. including electrical fixtures as also materials to be used for different purpose should be got approved from IPSCDL. The plan should also show disposal of sewage and sewerage drains.
- h) The Contractor is entirely responsible for the design, construction, maintenance and removal of all temporary works employed. The Contractor shall be responsible for the safety of the works, operatives, adjoining property, and structures of services and compliance with appropriate regulations and codes of practice.
- i) The areas around each toilet block shall be constructed / developed by proper approaches from pedestrian pathways and from all sides as feasible and paved by paving blocks and same shall be maintained by the Contractor and free from any obstructions and encroachments. The adjoining areas upto 10 mtrs. from the external face of the toilet block subject to availability of area, shall be landscaped, kept green & maintained. The area shall be kept well lighted by the Contractor at his cost.
- j) During construction, all services or utilities on or adjoining the Project site which are required to be maintained operational shall be protected from movement, subsidence or

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damage from any cause whatsoever by adequate temporary props, struts, shores and protective screens to the installed/developed.

- k) The Contractor shall be responsible for adhering to safety regulations for users and workman's as notified under Law.
- l) PVC insulated cables shall be used in general for internal wiring purposes as per Bureau of Indian Standard (BIS) amended upto date and mentioned in the IS Standard.
- m) All Civil/building/structural works shall conform to Central Public Works Department (CPWD) specifications for class-1 building works and standards as given in the National Building Code (NBC) as amended and/or modified from time to time.
- n) The Contractor shall construct structurally sound and aesthetically appealing facilities to the satisfaction of IPSCDL as per working drawings approved by the MCD / competent authority. However, in areas where deviations are necessitated due to space or locational constraints, IPSCDL shall permit variation.
- o) After completion of each facility, the Contractor shall provide 3 sets of completion plan including plans of various services provided therein e.g. electricity, water supply, sewerage, drainage etc., indicating covered area, advertisement area along with inventory of various fittings & fixtures.
- p) The Contractor shall plant flowering and other shrubs around each Public Convenience subject to the plan approved by IPSCDL.
- q) The electricity and water charges for construction, running and maintenance of public conveniences including the adjoining area shall be borne by the Contractor and will be paid directly to the concerned authorities by the Contractor.
- r) Proper arrangement shall be made by the Contractor to avoid any hindrance to the traffic during construction, operation and maintenance of the Public Conveniences. Diversion of traffic, if required, shall be arranged by the Contractor as per traffic police requirements at his own cost.
- s) The Contractor shall obtain necessary electricity, water and sewerage connections from the respective authorities in his / her own name and shall be responsible for clearance of all the dues for the contract period, in time. On the part of IPSCDL, only a „No Objection Certificate“ shall be issued on a specific request, to enable the Contractor to obtain electricity / water / sewerage connections in his / her name or in the name of his / her firm. Proper sewerage / drainage treatment shall be done by the Contractor, wherever required.
- t) The Contractor shall take all precautions to avoid any accidents during construction / repair / maintenance / operation of the toilet blocks, electrical / sanitary fittings and fixtures. If any accident occurs during construction / repair / maintenance / operation of Public Conveniences / fittings and fixtures, the Contractor shall be directly responsible for the damages or any other consequences, whatsoever and IPSCDL shall be kept harmless.

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(b) Guideline for Operation and maintenance:

- a) The Public Convenience shall remain open daily from 5.00 am to 10.30 pm (Operational Hours) including Sunday and holidays.
- b) The designated premises shall be serviced, cleaned and maintained according to IPSCDL’s requirements on all 7 days of the week with no exceptions except in the case of Force Majeure.
- c) Issue a ticket to every user of the Public Convenience and charges as per kind of use
- d) The Contractor shall make available the paste, tooth brush etc., for sale at the ticket counter for the users’ facilities. The liquid soap shall be made available at free of cost at all time during operation.
- e) The Contractor has to adhere to the dress code as follows:

SI No	Particulars	Colour/Specifications
1	<u>Care Taker</u>	
a)	Colour of the Apron	White
b)	Lanyard/ Badge	
2	<u>Cleaner</u>	
a)	Colour of the Shirt/ Blouse	Light
b)	Colour of the Trousers/Saree	Blue Dark
c)	Hand Gloves	
d)	Gumboots Lanyard/	
e)	Badge	

- f) The contractor shall make own arrangement for security of the toilet block and its fixtures.
- g) No generator set shall be permissible for providing electricity at the Public Convenience
- h) Solar panels on the roof shall be installed to make use of the electricity in the Public Convenience.
- i) The contractor shall furnish the names of the persons who have been appointed as attendant/caretaker for the toilet blocks and their names will be registered with IPSCDL. The said attendant/caretaker of the contractor shall not allow any other person to occupy the toilet blocks.
- j) The Contractor shall ensure that each toilet structure displays a sign saying “built and maintained by Contractor (Name of Contractor) for IPSCDL along with the logo of IPSCDL and well lit “public conveniences” prominently on the walls of the structure. The height of these letters shall be at least 15 cms.
- k) The Contractor will not allow any person to use Public Convenience for residential purpose or for stocking of any material etc, and not keep any animal / motor vehicle in or

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around the complex other than two attendant –cum-sweepers at each toilet block, one for gents block and second for ladies block to ensure continuous service

- l) Advertisement
- m) The Contractor will be permitted to advertise on the specified space / area earmarked for commercial advertising for Public Convenience
- n) The Contractor must adhere to the advertisement policy standards of local authorities.
- o) The Contractor shall arrange illumination / branding display boards at nights from
- p) 6.00 pm to 10.30 pm.
- q) The advertisement area is to be created on the walls only on three sides of the structures and restricted as per local authority advertisement policy. The advertisement shall be concealed within the walls and shall be as per the design prescribed. The size of the displays shall not exceed 30"X 8".
- r) The Contractor shall ensure that no colour matching that of the traffic signals i.e, red, orange and green, is used for display of advertisement.
- s) In case any advertisement space remains unutilized, no remission in the licence fee will be allowed under any circumstances.
- t) Maintenance schedule & standards: The Contractor shall adhere to the conditions set out in Table 1 and Table 2 below:

Table 1

Project Utility	Service Output	Maximum Tolerance Level	Permissible Time Limit for repairs/rectifications
Public Convenience Floors	<ul style="list-style-type: none"> • Smooth and Free from cracks, chipping or any other similar damage • Kept clean, dry without any litter, stains etc. 	<p style="text-align: center;">Nil</p> <p style="text-align: center;">Nil</p>	<ul style="list-style-type: none"> • Repaired/rectified within 7days fromdetection • Debris/ garbage/other litter shall be removed immediately upondetection • Damaged/dysfunctional dustbins/ spittoons shall be repaired/replaced
Advertising Panels and Supporting Structures	<ul style="list-style-type: none"> • No cracks, breakages or corrosion of metalsurfaces • Nostains • No defaced/ dis-coloured surfaces 	<ul style="list-style-type: none"> • Not more than 5% of surface shall be damaged/defaced / dis coloured, subject to, the damaged/defaced/ dis- coloured area 	<ul style="list-style-type: none"> ▪ Repaired / rectified within 7 days fromdetection
Chairs/seats	<ul style="list-style-type: none"> • Shall be clean and free from damage 	<p style="text-align: center;">Nil</p>	<ul style="list-style-type: none"> ▪ Repaired/replaced within 2 days fromdetection
Information Boards/ Signages	<ul style="list-style-type: none"> • Visible, legible and functional 	<p style="text-align: center;">Nil</p>	<ul style="list-style-type: none"> ▪ Obstructions shall be removed immediately upondetection ▪ Dirtyinformation boards/signages shall be cleaned immediately upon detection ▪ Damaged information boards/signages shall be repaired/replaced within 24 hours of detection
Lights	<p>ll lights fully functional and illumination as per Construction Requirements</p>	<p>100% of the lights shall be fully functional</p>	<ul style="list-style-type: none"> ▪ Any faulty light bulb/tube shall be repaired/replaced within 24 hours of detection

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Table 2

Sl no	Particulars	Specifics
1	Replacement of worn / damaged all plumbing fittings on regular basis as and when damaged / broken.	Bib cocks, Urinal push cocks, all CP fittings, Orissa pans, European water closets, Wash basins, urinal pans, flush tanks, float valves, GI pipe fittings, Nahani traps, Gratings.
2	Replacement of damaged / spoiled all electrical fixtures on regular basis as and when damaged / broken	Light fixtures, Electrical Bulbs, bulk head lights, fuse, MCB's, meters
3	Regular repairs as and when damaged	Water lifting Pumps & accessories, water level controller
4	Attending to regular repairs	Clearing the blockages in water closets / sanitary line
5	Replacement of other fixtures	Towel rods / ring, C.P Soap dispensers, Broken mirrors, CP Paper holders
6	Replacement of pipes damaged / Broken	All exposed GI, Soil pipes, PVC pipes

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1. Maintenance of Records

The Contractor shall maintain all the records of:

- (a) The bills paid to service providers like water and power supply etc
- (b) Record on number of users using the Public Convenience
- (c) A Complaint or Suggestion Book for the users
- (d) The Contractor shall maintain proper books of accounts of the advertisements displayed from time to time submit details of the same at time of making payment of advertisement tax and produce the relevant books of accounts, as and when specifically required by IPSCDL.

2. The Public Convenience should be kept odour free by carrying out the following activities:

- (a) Timely cleaning of all the sanitary fixtures by the management staff.
- (b) Use of air fresheners in the WC and the urinal area.
- (c) Use of exhaust fans in all passages and corridor of the Public Convenience.
- (d) Design of the Public Convenience will provide for maximum natural ventilation and lighting.
- (e) Greening and landscaping around the Public Convenience and the adjacent walls to discourage the misuse of its surroundings and improve ambience.

3. The Public Convenience must be kept dry at all times in the following manner:

- (a) The sanitary fixture will be dry at all times so as to give the same quality to all customers.
- (b) The seat for the EWC will be kept dry.

4. All the Public Convenience fixtures will be kept clean at all times so as to give every customer the same quality of cleanliness of the facility.

- (a) Periodic flushing of the urinal, and periodic cleaning by the staff using standard cleaning agents and procedures.
- (b) Periodic cleaning of the WC's by the staff using standard cleaning agents and procedure.

5. The Public Convenience will be provided with good quality consumables, including the following:

- (a) The liquid soap/soap cakes of standard quality and make, which will be provided in the washbasins
- (b) The Public Convenience rolls will be of standard quality and make.

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- (c) The quality of hand driers are maintained in proper condition for the customer's usage.
6. The consumables to be available at all times and will be replaced as soon as required. To facilitate this, enough stock of the consumables for at least a week will be made available at all times. This will include:
- (a) Replacement of all consumable as and when required.
- (b) Repair any defective fixture before next use and all replacement shall be of original specifications and design.
- (c) Provide clean and dry consumables for each customer.
7. The customer service to be provided of high standard, polite, clean and decent verbal skills and must be bilingual. The staff will also be trained to answer any queries by the customer or citizens. The staff will also be trained with cleaning procedures and all procedures to keep the premises clean.
- (a) The monitoring of the facilities will be regularly inspected by authorized official of IPSCDL.
- (b) The monitoring process will involve inspection of parameters listed below.
8. The Contractor shall have kept and maintain at the Public Convenience an Inspection Card containing the following details:

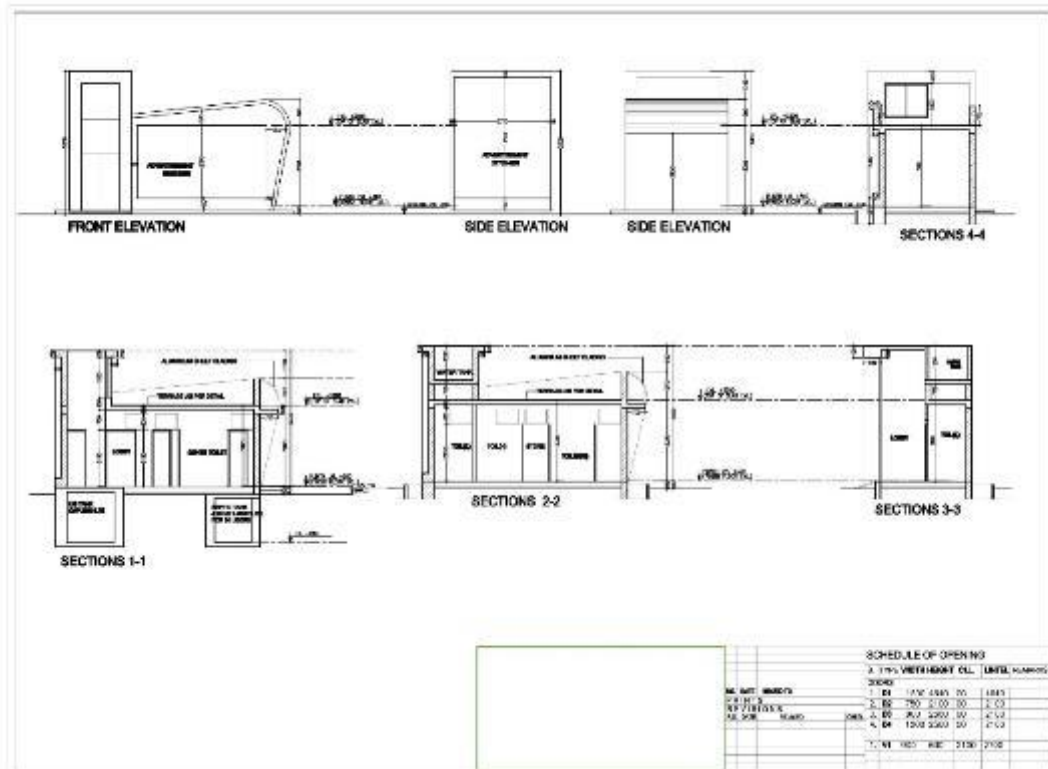
Sl no	PARAMETERS	YES	NO	NA
1	Water supply			
2	Complex Interior, Cleanliness and Odour free			
3	Tariff rates as per the approval			
4	Dress code / Uniform - Adherence to standards and Staff Behavior			
5	External building Surface Clean and landscaping			

NA - Not Applicable

In case the Toilet Block upon inspection is found not to meet specified standards, a fine of Rs. 2500/- (Rupees Two Thousand five hundred only) per incidence shall be payable by the bidder.

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Indicative Drawings and locations of the Toilet Blocks and Allied Areas



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List of Places for Public Toilet for Panaji City

Sr. No.	Name
1.	Opposite Multi Level Car Parking of Tourism Department at Patto Panaji
2.	Near Divja Circle Patto Panaji Goa
3.	Opposite Dempo House, Municipal Market, ESG Office on wider Footpath on D.B. Road Panaji
4.	Opposite Dempo House, Municipal Market, ESG Office on wider Footpath on D.B. Road Panaji
5.	Opposite Panaji Head Post Office on wider Footpath Corner
6.	Opposite Inox (Behind Compound wall Don Bosco, Panaji Goa)
7.	Opposite Bal Bhavan (wider Footpath on D.B. Road Panaji Goa)
8.	Miramar Circle Footpath near Hotel Foodland
9.	Garden Opposite Collectorate's Building
10.	Francisco Luis Gomes Campal Garden
11.	La Campala Garden near The Rosary School
12.	Mermaid Garden Opposite Session Court
13.	Lane Opposite Café Tato

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List of Places for Public Toilet for Panaji City

Sr. No.	Name
14.	KTC Bus Terminus, Panaji Goa
15.	KTC Bus Terminus, Panaji Goa
16.	Road widening area on the side of Mary Immaculate Church road leading to Cortim down below
17.	Land infront of Hotel Avanti, Union Bank of India, Mala Panaji Goa
18.	Space after crossing Foot Over Bridge at Income Tax Office leading to EDC Panji
19.	Infront of Corina Bar PWD Office Patto Panaji Goa
20.	Infront of Goa Institute of Management Studies, Ribandar Goa

Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied workson PPP Mode in Panaji, Goa



**Opposite Multi Level Car Parking of Tourism Department
at Patto Panaji Goa**



Near Divja Circle Patto Panaji Goa

Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied workson PPP Mode in Panaji, Goa



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Opposite Dempo House, Municipal Market, ESG Office on wider Footpath on D.B. Road Panaji

Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied workson PPP Mode in Panaji, Goa

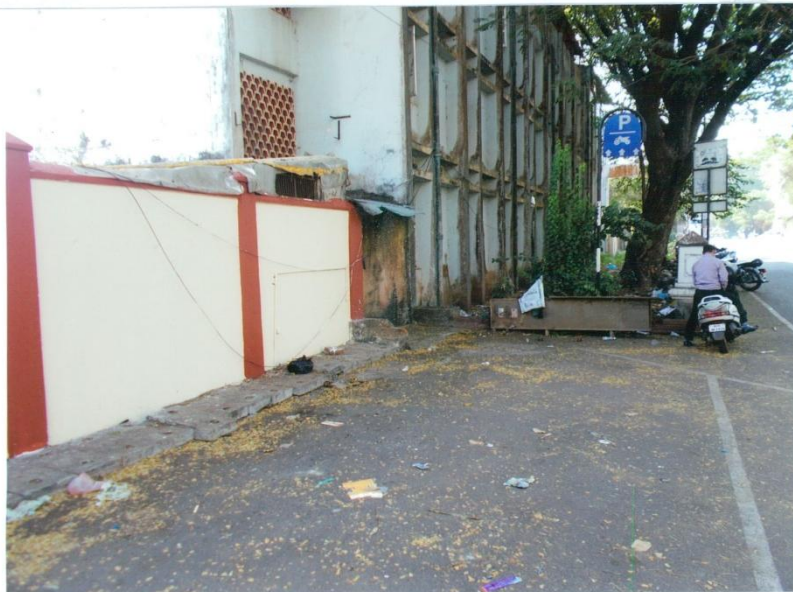


Opposite Dempo House, Municipal Market, ESG Office on wider Footpath on D.B. Road Panaji

Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied workson PPP Mode in Panaji, Goa



Opposite Panaji Head Post Office on wider Footpath Corner



**Opposite Inox (Behind Compound wall Don Bosco, Panaji
Goa**

Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied works on PPP Mode in Panaji, Goa



**Opposite Bal Bhavan (wider Footpath on D.B. Road Panaji
Goa**

Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied workson PPP Mode in Panaji, Goa

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Miramar Circle Footpath near Hotel Foodland

Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied workson PPP Mode in Panaji, Goa

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Garden Opposite Collectorate's Building

Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied workson PPP Mode in Panaji, Goa

(10)



Francisco Luis Gomes Campal Garden

Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied workson PPP Mode in Panaji, Goa

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La Campala Garden near The Rosary School

Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied workson PPP Mode in Panaji, Goa

(12)



Mermaid Garden Opposite Session Court

Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied workson PPP Mode in Panaji, Goa

13



Lane Opposite Café Tato

Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied workson PPP Mode in Panaji, Goa

14



KTC Bus Terminus, Panaji Goa

Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied works on PPP Mode in Panaji, Goa

15



KTC Bus Terminus, Panaji Goa

Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied works on PPP Mode in Panaji, Goa

16



Road widening area on the side of Mary Immaculate Church road leading to Cortim down below

Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied workson PPP Mode in Panaji, Goa

(17)



**Land in front of Hotel Avanti, Union Bank of India, Mala Panaji
Goa**

Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied workson PPP Mode in Panaji, Goa

18



Space after crossing Foot Over bridge at Income Tax Office leading to EDC Patto Panaji

Development, Operations & Maintenance including Identification of Locations for Toilet Facilities and Allied workson PPP Mode in Panaji, Goa

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Infront of Corina Bar near PWD Office Patto Panaji Goa



Infront of Goa Institute of Management Studies, Ribandar Goa