

B.D.C.No.B3/4061/2013

REQUEST FOR PROPOSAL

PACKAGE-IV

**Development of Modular Public Conveniences in
DBFOT at Zones-XIII, XIV & XV in CHENNAI**
(Approximately 85 locations and 220 modular units)



CORPORATION OF CHENNAI

Ripon Building,
Chennai – 600003
Phone: 044 25619212

October 2013

DISCLAIMER

The information contained in this Request for Proposal (RFP) document provided to interested Tenderers on behalf of Corporation of Chennai (**Corporation of Chennai**), is being provided to all Tenderers on the terms and conditions set out in this RFP document. This RFP document is not an agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide Tenderers with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information each Tenderer may require. This RFP document may not be appropriate for all persons, and it is not possible for Corporation of Chennai to consider the investment objectives, financial situation and particular needs of each Tenderer. Each Tenderer should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. Corporation of Chennai and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. Corporation of Chennai may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

IMPORTANT DATES ON PROJECT DEVELOPMENT

Date of issue of Tender Notice	27-10-2013
Last Date for Sale of tender	26-12-2013 at 3.00 P.M
Date of Pre Bid meeting	27-11-2013 at 11.00 A.M
Date of Submission of tender	30-12-2013 at 3.00 P.M
Date of opening of tender	30-12-2013 at 3.30 P.M

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SECTION 1
NOTICE INVITING TENDER (NIT)

NOTICE INVITING TENDER (NIT)

CORPORATION OF CHENNAI

BUILDINGS DEPARTMENT, RIPON BUILDINGS

NO.16, E.V.R. PERIYAR SALAI, CHENNAI - TAMILNADU

PHONE NO.25381580 WEBSITE : www.chennaicorporation.gov.in

B.D.C.No.B3/4058/2013

REQUEST FOR PROPOSAL (RFP)

Sealed Tenders under two cover system are invited for the following works under Public Private Partnership (PPP) by Superintending Engineer, Buildings Department, Corporation of Chennai as per the details furnished below.

Sl. No.	Ref. No.	Name of work	Approx. Value of work (Rs in Crores)	EMD Rs.	Cost of Tender Rs.	Pre Bid Meeting	Last Date & Time of Submission
1	B.D.C.No.B3/4058/2013	PACKAGE-I Development of Modular Public Conveniences in DBFOT at Zones –I, II IV & IX in Chennai (Approximately 85 locations and 220 modular units)	4.25	4,25,000/-	16,875/-	27.11.2013 11.00 A.M.	30.12.2013 up to 3.00 P.M.
2	B.D.C.No.B3/4059/2013	PACKAGE-II Development of Modular Public Conveniences in DBFOT at Zones –III, V, VI & VIII in Chennai (Approximately 85 locations and 220 modular units)	4.25	4,25,000/-	16,875/-	27.11.2013 11.00 A.M.	30.12.2013 up to 3.00 P.M.
3	B.D.C.No.B3/4060/2013	PACKAGE-III Development of Modular Public Conveniences in DBFOT at Zones –VII X, XI & XII in Chennai (Approximately 85 locations and 220 modular units)	4.25	4,25,000/-	16,875/-	27.11.2013 11.00 A.M.	30.12.2013 up to 3.00 P.M.

4	B.D.C.No.B3 /4061/2013	PACKAGE-IV Development of Modular Public Conveniences in DBFOT at Zones –XIII, XIV & XV in Chennai (Approximately 85 locations and 220 modular units)	4.25	4,25,000/-	16,875/-	27.11.2013 11.00 A.M.	30.12.2013 up to 3.00 P.M
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Broad Eligibility Criteria for the Project :

- 1) The interested parties can be an Individual or a Consortium with experience in Advertisement / Media, Manufacturer of modular public convenience units and House keeping. The consortium members should have a minimum of five(5) years of experience respective field of operation.
- 2) The Individual / Consortium shall have achieved a minimum annual financial turnover of Rs.10 Crores per annum (Indian Rupees Ten Crore only) for any three (3) years during the preceding five (5) financial years.
- 3) The Individual / Consortium shall have average total liquid assets for a minimum of Rs.1 Crore (Indian Rupees one Crore only) during the preceding three (3) financial years.
- 4) Individual / Consortium shall have Maintained at least 100 Toilets/Urinals as part of the house keeping contract over the period of last 3 years.

The Tenders can also be downloaded from website <http://tender.tn.gov.in> and www.chennaicorporation.gov.in at free cost or obtained at the Tender Sales Counter, Ripon Building. Tenders will be opened on **30.12.2013** at **3.30 p.m.** Sale of tender / downloading will be closed on 26.12.2013 at 3.00 p.m. The tender can be dropped at tender boxes kept in any one of the offices viz., PRO, C.E.(GI), V.O. and Tender Sales Counter. Further details and clarifications can be had from the undersigned at his mobile 9445190734.

Superintending Engineer (Buildings)

SECTION 2

**REQUEST FOR PROPOSAL (RFP) –
TECHNICAL QUALIFICATION**

(COVER – A)

CONTENTS FOR REQUEST FOR PROPOSAL
(TECHNICAL QUALIFICATION)

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DEVELOPMENT OF MODULAR PUBLIC CONVENIENCES IN DBFOT AT ZONES –XIII, XIV & XV IN CHENNAI

(APPROXIMATELY 85 LOCATIONS AND 220 MODULAR UNITS)

1. BACKGROUND

The City of Chennai is one of the metropolitan cities in India with a population of over 62.50 Lakhs (Census 2011), is the sixth most populous city in India. The urban agglomeration of Chennai is home to approximately 89 Lakhs people, making it the fourth most populous metropolitan area in the country and 31st largest urban area in the world. The City is rich in culture and heritage. Chennai has a broad industrial base in the automobile, computer, technology, hardware manufacturing and healthcare sectors.

It is an obligatory function of any civic body to provide and maintain public conveniences in proper and convenient locations. In lines with this, Corporation of Chennai (Corporation of Chennai) has planned to 'Develop Modular Public Conveniences at Various Locations' in the City to facilitate the requirement of its people.

2. INTRODUCTION TO THE PROJECT

Corporation of Chennai (Corporation of Chennai) intends to 'Develop Modular Public Conveniences at Various Locations' (herein after referred to as '**The Project**'). The Corporation of Chennai intends to develop the Project through Public Private Partnership (PPP) in Design, Build, Finance, Operate and Transfer (DBFOT) format. Corporation of Chennai will enter into a Concession Agreement with the '**Lowest Tenderer**'¹, who will design, build, finance, operate and maintain the project and transfer the created assets as per the technical specifications, performance standards and guidelines given as mentioned in Scope of Work (Appendix A) of the Project for Seven (7) years from the date of signing of Concession Agreement.

¹ The Tenderer, who's tender, on evaluation, is found to be the most beneficial to the procuring entity in financially quantifiable terms – TNTIT Act, 2012.

The Tenderer quoting the 'Highest Concession Fees payable to Corporation of Chennai OR if needed, lowest fees payable to the Concessionaire to carry out the services as prescribed in the Scope of Work (Appendix A) shall be the successful Tenderer.

The Concessionaire shall get the design / specification of the proposed Prefabricated / Precast / Pre Engineered toilets approved by Corporation of Chennai, erect the same at specified locations as identified by the Corporation of Chennai and also perform O&M of the same at the prescribed service standards (Appendix B) as mentioned in this document. The Concessionaire shall comply with the rules and norms set by Corporation of Chennai in respect of display of advertisement. The Concessionaire would be given the right to collect the revenue from advertisement.

These modular public conveniences shall have provision of advertising spaces, which shall be used as a means of revenue for developing, operating and maintaining the project. The service rendered to the public will be free of cost.

Corporation of Chennai shall appoint a Engineer-in-Charge to oversee the implementation of the project and to monitor the performance of the concessionaire. Engineer-in-Charge as a single contact point for the concessionaire with Corporation of Chennai to sort out issues during implementation.

The title of interest, ownership and rights with regard to modular constructed by the Concessionaire for Corporation of Chennai along with fixtures/fittings provided therein will vest with the Concessionaire and will be transferred to Corporation of Chennai at the end of the Concession period as mentioned in the Terms of Reference. The land allotted by the Corporation of Chennai shall vest with the Corporation of Chennai.

The Concessionaire shall pay all duties and taxes, levies etc in consequence of its obligations under this RFP, including customs duties, as per prevailing laws and the Concession Fee shall not be adjusted for such costs. The

Corporation of Chennai shall have no responsibility towards payment of these taxes/levies etc

The Commercial Operations Date (COD) for the Project, which shall be the date on which the Engineer-in-Charge will issue the Completion Certificate upon completion of project at the Project Sites. Subject to the provisions of this RFP, the final COD for the full Project shall be not later than 4 months from date of handing over of 80% of project sites by Corporation of Chennai to the Concessionaire.

Corporation of Chennai has released a Notice Inviting Tender (NIT) inviting eligible Tenderers to submit a Request for Proposal (RFP) as furnished in Section 1 of this document.

3. BROAD SCOPE OF WORK OF THE PROJECT

The broad scope of work of the Project is as mentioned below. The detailed Terms of Reference of the Project is furnished in Appendix A.

The broad scope of work of the Project involves the following:

1. Conceptualize, design and construct modular public convenience as per the approved designs at the preferred locations given in Appendix C.
2. Operate and maintain the modular public convenience as per the prescribed standards as stipulated by Corporation of Chennai as furnished in Appendix B.
3. Marketing and display of advertisement in the prescribed standards and specifications in the Project asset.
4. Sharing of revenue with Corporation of Chennai if quoted and adherence to the terms as agreed in the Concession Agreement.
5. Transfer of assets at the end of the Concession period, which is seven (7) years.

4. BROAD ELIGIBILITY CRITERIA FOR THE PROJECT

The following are the broad eligibility criteria for participating in the Project. The detailed Eligibility Criteria of the Project is furnished in this document.

1. The interested parties can be an Individual or a Consortium with experience in Advertisement / Media, Manufacturer of modular public convenience units and House keeping. The Consortium members should have a minimum of five (5) years of experience in their respective field of operation.
2. The Consortium shall have achieved a minimum annual financial turnover of **Rs.10 Crores** per annum (**Indian Rupees Ten Crore Only**) for any three (3) years during the preceding five (5) financial years
3. The Consortium shall have average total liquid assets² for a minimum of **Rs. 1 Crore (Indian Rupees One Crore Only)** during the preceding three (3) financial years.
4. Individual / Consortium should have Maintained at least 100 Toilets / Urinals as part of the housing keeping contract over the period of last 3 years.

5. THE TENDER PROCESS

The tendering for the project will be in lines with the Tamil Nadu Transparency in Tenders Act, 1998 and its modifications thereof and Tamil Nadu Transparency in Tenders (PPP Procurement) Rules, 2012. Evaluation of submitted tenders for the project shall be performed in a two-stage process. In the First stage the pre-qualification of eligible tenderers based on the specified evaluation and eligibility criteria will be done. First stage shall also comprise evaluation of technical conditions of the Tenderers based on their Tenders containing details of construction, operation and maintenance of the in undertaking Modular public Conveniences and /or similar projects . Second stage would be the evaluation of financial Tenders.

Interested Tenderers can procure the Request for Proposal (RFP) document by payment of a non-refundable fee of **Rs.16,875/- (Indian Rupees Sixteen Thousand, Eight Hundred and Seventy Five only)** in the form of Demand Draft drawn of any Nationalized/ Scheduled Bank drawn in favour of **“Commissioner, Corporation of Chennai” payable at Chennai from the**

² Liquidity shall be computed by deducting Current Liabilities from Current Assets. Current Assets are cash and bank balances, sundry debtors, inventories, marketable securities, and unutilized fund based facilities.

Tender Sales Counter, Ripon Buildings, Corporation of Chennai, Chennai – 600 003, Tamil Nadu, India” from the specified address on all working days till 26-12-2013 between 11.00 to 15.00 hours (IST).

The Tenders can also be downloaded from Website <http://tender.tn.gov.in> and www.chennaicorporation.gov.in at free cost. Tenders will be opened on **30.12.2013 at 3.30 p.m.** Sale of tender/down loading will be closed on 26.12.2013 at 3.00 p.m. The tender can be dropped at tender boxes kept in any one of the offices viz., PRO, C.E.(GI), V.O. and Tender Sales Counter. Further details and clarifications can be had from the undersigned at his mobile 9445190734.

Corporation of Chennai reserves the right to reject any or all applications and their decision in this regard shall be final.

6. INSTRUCTION TO THE TENDERERS

6.1 COMPLETENESS OF RESPONSE

Tenderers are advised to study all instructions, forms, terms, requirements and other information in the documents carefully. Submission of the Proposal shall be deemed to have been done after careful study and examination of this document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Tenderer's risk and may result in rejection of its Proposal.

6.2 PROPOSAL PREPARATION COSTS

The Tenderer is responsible for all costs incurred in connection with participation in this process, conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Nodal Agency to facilitate the evaluation process. Nodal Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

This RFP does not commit Corporation of Chennai to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFP.

All materials submitted by the Tenderer will become the property of Corporation of Chennai and may not be returned at its sole discretion.

6.3 SITE VISIT AND INVESTIGATIONS:

The Tenderer shall visit and examine the site and obtain for themselves, at their own responsibility, all the information and data that may be necessary for submission of offer, and entering into concession for Designing & construction of the Modular Public Convenience, and subsequent operation and maintenance of the same. The Public Convenience related information, which has been provided in this RFP document, is intended to guide the Tenderers in preparing their Proposal only. Corporation of Chennai shall not stand guarantee for and shall not be held responsible for the veracity of the data related to cost and revenue, which have been made available in this document. The costs of visiting the site, and undertaking any further studies and investigations shall be at the Tenderers own expense.

The Tenderer should be familiar with the clearances required from various authorities to commence work. A Tenderer shall be deemed to have carried out preliminary checks with relevant authorities.

The Tenderers are advised to inspect and examine the site and its surroundings and satisfy them before submitting their offer. A Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent upon any misunderstanding or otherwise shall be allowed.

6.4 CLARIFICATIONS ON RFP DOCUMENTS

The prospective Consortium requiring any clarification of the RFP documents may notify the Corporation of Chennai in writing by post, e – mail (sebuilding@chennaicorporation.gov.in), courier or by facsimile at the address given in the Letter of Invitation up to two (2) days in advance of the Pre-Bid meeting.

Corporation of Chennai reserves the right not to respond to non-relevant questions raised by Consortium or to provide clarifications if Corporation of Chennai, in its sole discretion, considers that it would be inappropriate to do so. Nothing in this section shall be taken or read as compelling or requiring Corporation of Chennai to respond to any questions to provide any clarification. No extension of any deadline will be granted on the basis or grounds that Corporation of Chennai has not responded to any question or provided any clarification.

6.5 PRE-BID MEETING

After inspection of locations, the Tenderers can give their suggestions about the locations or any other relevant points, if necessary that can be included in the addendum document.

A pre-tender meeting shall be held for any clarifications and replies to the queries of Tenderers. The pre-tender meeting shall be held on 27-11-2013 at 11:00 hours at the Chambers of the Joint Commissioner (Works), Corporation of Chennai, Ripon Buildings, Chennai – 600 003. Tenderers will be required to send their queries in writing or mail at least two (2) days prior to the pre-tender meeting to the Superintending Engineer, Buildings Department, Corporation of Chennai, Ripon Buildings, Chennai – 600 003, Tel.: 044 – 25619212, Fax.:044–25383962, E-mail: sebuilding@chennaicorporation.gov.in

Minutes of the meeting, including the text of the questions raised and the responses given would be sent to all prospective Tenderers. Any modifications of the RFP document package, which may become necessary as a result of the Pre- Bid meeting, shall be through the issue of an addendum. Non-attendance at the pre-tender meeting will not be a cause for disqualification of a Tenderer. However, all clarifications and modifications presented in the Addendum will be legally binding on all the Tenderers irrespective of their attendance at the Pre-tender Conference.

The Tenderers will have to ensure that their queries for Pre-tender meeting should reach at the Name, Address, Fax and e-mail ID of the Nodal Officer (specified in Data Sheet) by post, facsimile or e-mail on or before Date & time specified in the document.

6.6 RESPONSES TO PRE-TENDER QUERIES AND ISSUE OF CORRIGENDUM / ADDENDUM

The Nodal Officer notified by the Nodal Agency will endeavour to provide timely response to all queries. However, Nodal Agency takes no responsibility or guaranty as to the completeness or accuracy of any response made in good faith, nor does Nodal Agency undertake to answer all the queries that have been posed by the tenderers.

At any time prior to the last date for receipt of Tenders, Nodal Agency may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the RFP Document by a corrigendum.

The Corrigendum /addendum (if any) & clarifications to the queries from all Tenderers will be posted on the website mentioned and e-mailed to all participants of the pre-tender conference. The said communication shall not be made in any other form with any of the intending Tenderer/firms. Any such corrigendum shall be deemed to be incorporated into this RFP.

In order to afford prospective Tenderers reasonable time in which to take the corrigendum into account in preparing their Tenders, Nodal Agency may, at its discretion, extend the last dates for the receipt of RFP Tenders

6.7 EMD / TENDER SECURITY

All proposals submitted in response to the Request for Proposal Document shall be accompanied by a Tender Security of Rs.4.25 Lakhs (Indian Rupees Four lakhs and twenty five thousand only) in the form of Demand Draft or in the form of FDR/NSC/any other Post Office Savings Scripts or irrevocable Bank Guarantee from Scheduled or Nationalized Bank in the prescribed format pledged in favour of The “Commissioner, Corporation of Chennai” payable at Chennai.

6.8 VALIDITY OF THE PROPOSAL AND TENDER SECURITY

1. Proposal shall remain valid for a period of 180 days from the Proposal Submission Date. Corporation of Chennai reserves the right to reject any tender, which does not meet this requirement.
2. The Tender Security shall be valid for Three Months beyond the initial validity of the proposal as specified above.
3. Any Tender not accompanied with an acceptable Tender Security shall be rejected.
4. The Tender Security of the unsuccessful Tenderers would be returned after the acceptance of the letter of award to the successful tenderer.
5. The Tender Security of the successful Tenderer will be discharged when the successful Tenderer has signed the agreement and furnished the Performance Security.
6. The Tender Security shall be forfeited under the following conditions:
7. If the Tenderer withdraws the Proposal during the period of Proposal validity.
8. In the case of a successful Tenderer, if the Tenderer fails to sign the Concession Agreement within the stipulated time or fails to furnish the required Performance Security within the specified period.

6.9 LANGUAGE AND CURRENCY

The Proposal submission and all related correspondences should be written in the English language. Supporting documents and printed literature furnished by tenderer with the Proposal may be in any other language provided that they are accompanied by Certified Translation of the document and/or pertinent passages into the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail. Currency should be in "INDIAN RUPEES".

6.10 PROPOSAL DOCUMENTATION

The Proposal should have no overwriting except as necessary to correct errors made by the Tenderer themselves, in which case such corrections must be initialled by the person signing the Proposal.

The Proposal and its copies shall be typed or written in indelible ink and the authorized representative of the Tenderer 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 Tender.

6.11 CORPORATION OF CHENNAI RIGHT TO ACCEPT OR REJECT THE PROPOSAL

Notwithstanding anything contained in the RFP document, Corporation of Chennai reserves the right to accept or reject all Proposal submissions, at any time without assigning any reason for cancellation.

6.12 PROPOSAL SUBMISSION DUE DATE

Proposal will be received up to 15:00 Hours (IST) on 30-12-2013 at Offices of PRO, CE (gl) and Tender Sales Counter, Corporation of Chennai, Ripon Buildings, Chennai – 600 003. Any Proposal, which is received after the prescribed deadline shall be returned, unopened.

6.13 SUBMISSION OF TENDERS

The original copy of the proposal security (FDR or Bank Guarantee) of the required value and with approved format shall be sealed separately in a envelope mentioning: **Envelope - A1 “Tender Security/ EMD for Development of Modular Public Conveniences in Corporation of Chennai on DBFOT including all documents on proof of Eligibility”**

The original and copy of the Technical Proposal (RFP) shall be sealed separately in the envelope mentioning: **Envelope – A2 “Technical Proposal for Development of Modular Public Conveniences in Corporation of Chennai on DBFOT”**

The original and copy of the Financial Proposal shall be sealed separately in the envelope mentioning: **Envelope – B “Financial Proposal for Development of Modular Public Conveniences in Corporation of Chennai on DBFOT”**

The original and copy of the Technical Proposals (RFP) and Financial Offers shall also be sealed separately before sealing in their respective envelopes of A2 and B respectively.

All the above envelopes viz. 'A1', 'A2', and 'B' shall then be sealed in one outer envelope. The inner and outer envelopes shall be addressed to Superintending Engineer, Buildings Department, Corporation of Chennai, Chennai -600 003

The inner envelopes shall also indicate the name and address of the Tenderer to enable the Proposal to be returned unopened in case it is late.

If the outer envelope is not sealed and marked as above, Corporation of Chennai will assume no responsibility for the misplacement or premature opening of the Proposal. Corporation of Chennai must receive proposals at the address no later than the time and date stipulated in the Section 6.12 of the document.

6.14 LATE TENDERS

Corporation of Chennai will not, accept any Proposal received after the Proposal Submission Due Date and Time. Late submission will be rejected and returned unopened.

6.15 OPENING OF TENDERS

The tenders received shall be opened by the Superintending Engineer, Buildings Department, Corporation of Chennai at 15:30 Hours (IST) on 30-12-2013 in the presence of Tenderers who choose to be present.

The Tender Security will be opened first and will be checked for its requisite value and format. In case the Tender Security found to be acceptable, then the Qualification Proposals shall be opened and processed further. If the documents do not contain Tender Security, or not of required value or in acceptable form, the offers submitted will be rejected.

The Financial proposal shall not be opened on that day and shall be kept separately in the safe custody of Corporation of Chennai to be opened and evaluated later on as per the procedure detailed herein.

6.16 CONFIDENTIALITY

Corporation of Chennai will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. Corporation of Chennai will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

7. TEST OF RESPONSIVENESS

Prior to evaluation of Proposal submission, Department will determine whether each Proposal is responsive to the requirements of the RFP document. Any Proposal submission shall be considered responsive if it:

1. Is received by the Proposal Submission Due Date including any extension thereof.
2. Is signed, sealed and marked as stipulated in Section 6.13 of this document.
3. Is accompanied by the Tender Security
4. Contains all the information as requested in the RFP document
5. Mentions the validity period as set out in Section 6.8 of this document.

Corporation of Chennai reserves the right to reject any Proposal submission which is non responsive and no request for alteration, modification, substitution or withdrawal shall be entertained in respect of such Proposal submissions.

8. ELIGIBILITY CRITERIA

8.1 GENERAL ELIGIBILITY

The invitation is open to all National or International registered firms (which include companies, partnerships, propriety concerns, etc.) who are interested in tendering for the Project either individually or as a consortium of such firms. In case of Consortium, the lead firm (which shall be a single entity) shall be specified and fully empowered to represent the Consortium. The lead firm shall have a minimum equity stake of 51% in the Consortium.

If the tendering company is a subsidiary of any company of Indian/ Foreign origin, then the tender company can submit the experience of the parent company along with a certificate of undertaking from the parent company certifying such experience. However, financial information acceptable for evaluation shall be that of the tendering company only. If the Tendering Company is a parent company of Indian/ Foreign origin, then it can also submit the experience of the subsidiary company. Financial information acceptable for evaluation shall be that of the parent company only.

If the Tendering company is a subsidiary of any company of Indian/ Foreign origin, then the Tendering company can submit the experience and financial information of the parent company for evaluation along with a certificate of undertaking from the parent company certifying such experience, financials and a legal undertaking of accepting Joint Liability in all cases. The aforementioned legal undertaking should be valid DBFOT in the Country of Origin and India.

In case of Joint Venture Tenderers, financial information acceptable for evaluation shall be that of the identified partner in the JV, which shall be clearly indicated by the JV Tenderer. Experience information acceptable for evaluation shall be the combined or individual experience of the JV partners. However, a lead partner in the JV shall be specified. No Joint Venture arrangement shall be permitted after submission of Tenders.

The Applicant should submit a Power of Attorney as per the format enclosed in this RFP, authorizing the signatory of the Application to commit the Applicant.

If the applicant (i) a single entity and/or (ii) a single entity which is an entity incorporated and registered as a company outside India; and/or (iii) a Consortium where any one member is an entity incorporated and registered as a company outside India, it shall be required to form an appropriate Special Purpose Vehicle (the "SPV"), incorporated under the Indian Companies Act 1956 to execute the Concession Agreement and implement the Project.

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

1. There shall be a maximum of 3 (three) Members in the Consortium at the time of submission of Proposal.
2. Subject to the provisions of clause (a) above, the Application should contain the information required for each member of the Consortium.
3. Members of the Consortium shall nominate one member as the lead member (the "Lead Member"). The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix SI-IV, signed by all the other members of the Consortium; the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations.
4. Besides the Lead Member, there may be two (2) other consortium/joint venture member(s). In such a case, the Lead Member as the case may be, along with the associate Member(s) should satisfy the Proposal Eligibility Criteria. The Lead Member would be required to commit to hold a minimum equity stake equal to $\geq 51\%$ of equity capital in the Consortium//joint venture; in the Project at all times during the Concession Period.

Table on Consortium/Joint Venture

Sl. No	No. of Members	Particulars
1	If, Two Members	<p>: Lead Member $\geq 51\%$ of equity capital in the Consortium in the Project at all times during the Concession Period. Other Member: If his experience is used for Proposal purposes, then he/she should hold minimum 26% of equity capital in the consortium for a minimum period of 3 years, after the Commercial Operation date (COD).</p>
2	If, Three Members	<p>Lead Member: $\geq 51\%$ of equity capital in the Consortium in the Project at all times during the Concession Period.. Other Member: If his experience is used for Proposal purposes, then he/she should hold minimum 15% of equity capital in the consortium for a minimum period of 3 years, after the Commercial Operation date (COD)</p>

No change in composition of the Consortium shall be allowed between the Proposal Due Date and the date of issue of Letter of Award.

The Proposal shall contain a notarized original copy of the Memorandum of Agreement (MoA) entered into between the Consortium Members. Each Member of the Consortium shall duly sign the MoA, making each of the Consortium Members, liable for their respective roles and commitments relating to the technical and financial requirements of the project. In the absence of such a document, the Proposal would not be considered for evaluation and will be rejected. The MoA entered into between the members of the Consortium should be specific to the Project and should fulfill the above requirements, failing which the Proposal shall be considered non-responsive. The MoA shall not be amended without the explicit approval of Corporation of Chennai. The MoA shall, inter alia:

1. Convey the intention of the Applicant Member(s) for entering into a long term legally binding MoU for implementation of this project, as per the terms and conditions of this document;
2. Clearly outline the role and responsibilities of each Applicant Member;
3. Specify the percentage equity participation of each Applicant Member(s) in the project. The equity participation shall be in real term(s) i.e. the equity must be invested in the Project components, such as site development, buildings, equipment, manpower and maintenance;
4. Confirm that a copy of the balance sheet of each Applicant Member shall be filed in the CORPORATION OF CHENNAI at the end of each financial year, to show the equity participation in real term(s) i.e. the equity must be invested in the Project components, such as site development, buildings, equipment, manpower and maintenance;
5. Demonstrate its intent, in forming a special purpose vehicle (SPV) for execution of the Project. The now formed SPV would enter into Concession Agreement with CORPORATION OF CHENNAI and subsequently carryout all the responsibilities of the Successful Applicant; and

6. Indicate that each Applicant Member shall be liable jointly to each activity in the Project, in accordance with the terms of the Concession Agreement

8.2 CONFLICT OF INTEREST

Applicants shall not have a conflict of interest (the Conflict of Interest") that affects the RFP Process. Any Applicant found to have a Conflict of Interest will be disqualified. An Applicant may be considered to have a Conflict of Interest that affects the RFP Process, if:

1. Such Applicant (or any constituent thereof) and any other Applicant (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect share holding in a Applicant or a constituent thereof in the other Applicant(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or
2. A constituent of such Applicant is also a constituent of another Applicant; or
3. Such Applicant receives or has received any direct or indirect subsidy from any other Applicant, or has provided any such subsidy to any other Applicant; or
4. Such Applicant has the same legal representative for purposes of this Proposal as any other Applicant; or
5. Such Applicant has a relationship with another Applicant, 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 Applicant; or such Applicant has participated as a consultant to CORPORATION OF CHENNAI in the preparation of any documents, design or technical specifications of the Project.

8.3 CRITERIA FOR EVALUATION

1. EXPERIENCE INFORMATION

The interested parties can be an individual or a Consortium with experience in Advertisement / Media, Manufacturer of modular public convenience units and House keeping. The Consortium members should have a minimum of five (5) years of experience in their respective field of operation.

2. ANNUAL TURNOVER

The Consortium shall have achieved a minimum annual financial turnover of **IN Rs10 Crore (Indian Rupees Ten Crore Only)** for any three (3) years during the preceding five (5) financial years, i.e. 2008-09 to 2012-13. In the case of International Tenderers, financial statements shall be duly converted to Indian Rupees by adopting the Foreign Exchange Conversion Rate published by the Reserve Bank of India (RBI) as on 01.11.2013. Financial statements shall be duly certified by the Chartered Accountant for all Tenderers.

3. LIQUIDITY

The Consortium shall have average total liquid assets³ for a minimum of **IN Rs. 1 Crore lakhs (Indian Rupees One Crore Only)** during the preceding three (3) financial years, i.e. 2010-11 to 2012-13. In the case of International Tenderers, financial particulars shall be duly converted to Indian Rupees by adopting the Foreign Exchange Conversion Rate published by the Reserve Bank of India (RBI) as on 01.01.2012. Financial statements and/or particulars shall be duly certified by the Chartered Accountant for all Tenderers.

4. PROOF OF MAINTENANCE AS PART OF THE HOUSING KEEPING

Proof of Maintenance at least 100 Toilets / Urinals as part of the housing keeping contract over the period of last 3 years.

Liquidity shall be computed by deducting Current Liabilities from Current Assets. Current Assets are cash and bank balances, sundry debtors, inventories, marketable securities, and unutilized fund based facilities.

5. TENDERERS UNDERSTANDING AND READINESS FOR THE PROJECT

The Concessionaire shall also include the following along with the Proposal in sufficient details to enable evaluation of their grasp of the work and ability to execute it within the Time of Completion.

1. ORGANIZATIONAL STRUCTURE DURING CONSTRUCTION AND OPERATION

The Tenderer shall submit their proposed organizational structure during Construction, operation and maintenance stages commensurate with targeted Project Completion Schedule, which will form the basis of Employment Schedule. The Tenderer shall also enclose CV's of the key persons including tasks assigned to them.

2. CONSTRUCTION SCHEDULE

This shall consist of a detailed program of construction with supporting calculations, deployment of man and machine showing bar chart showing in sufficient details, completion of various section of Work and the date and order in which the Tenderer Proposed to carry out different parts of the Works. This construction schedule shall form the basis for preparation of detailed CPM schedule to be furnished after the award of the Concession.

3. OPERATION AND MAINTENANCE SCHEDULE

The operational schedule will consist of the procedures and practices to be followed in keeping the facility working and the processes followed for operations. Daily operational schedules for the Modular Shell units(toilets) including housekeeping, security/ watch ward, lease agreement monitoring will form part of this schedule. Maintenance schedules would contain time schedules and scope of maintenance work to be taken up, under the routine maintenance and regular maintenance.

4. EMPLOYMENT SCHEDULE

This shall consist of a chart showing deployment of monthly manpower (including skilled and unskilled labour of various categories) commensurate with the Construction Schedule and the Operation and Maintenance schedule.

5. CONFORMITY AND IMPROVEMENTS

In conformity to the fixed parameters, technical specification and performance standards, the Concessionaire can propose need based additional facilities to users in the Modular Shell units(toilets). For e.g., options to equip a specified number or all of the Modular Shell units(toilets) with solar panels for generation of electricity shall also be indicated in the Proposal. In case the tenderer proposes additional facility in the Modular Shell units(toilets), the tenderer should submit details of additional facilities, for review and approval of Corporation of Chennai. However, all such additional facilities are to be performed at the Tenderer's own cost and at no additional cost to the Corporation of Chennai nor reduction or change in the Annual Concession Fee.

6. COST ESTIMATES OF THE MODULAR PUBLIC CONVENIENCE

Cost estimates of the Modular Shell unit (toilet), based on the prefabricated one, shall be furnished in the RFP. The tenderer shall prepare a cost (item wise) and cash flow estimates for executing the work, along with a break-up of the O&M expenses for the Concession Period.

7. FINANCING ARRANGEMENT FOR THE PROJECT

Tenderer shall enclose the probable means of financing the project such as sanction order/commitment letter from the Banks/ Financial Institutions should be enclosed.

8.4 OTHER DOCUMENTS TO BE SUBMITTED WITH RFP

1. Power of Attorney in the name of the Authorized Signatory. (Appendix L)
2. Copy of Board Resolution in favour of Tenderer, if the Tenderer is a company registered under the company Act.
3. Earnest Money Deposit (EMD) / Tender Security of Rs.4.25 Lakhs (Indian Rupees Four Lakhs and twenty five thousand only) in the form of as mentioned in this RFP. (Appendix K)
4. Anti-Collusion Certificate (Appendix J)

9. EVALUATION OF THE TENDER

Corporation of Chennai will evaluate and compare the proposal determined to be substantially responsive and as per the procedure detailed below. In the event of any discrepancy between 'ORIGINAL' and 'COPY' the contents of 'ORIGINAL' shall prevail.

Technical proposals shall be opened for further evaluation by a committee constituted for the purpose. The technical proposals of only those Tenderers who fulfil the eligibility to Tender criteria's as laid down in Clause 8.2 of this RFP would be evaluated. Technical proposals will be evaluated for their compliance of responsiveness. Corporation of Chennai through a committee constituted for the purpose will carry out a detailed evaluation of the Proposals in order to determine whether the technical aspects are in accordance with the requirements set forth in the Proposal Documents. The technical evaluation shall be based on the following:

Sl. No.	Criteria	Criteria for allocating marks	Max. Marks												
1	The interested parties can be an individual or a Consortium with experience in Advertisement / Media, Manufacturer of modular public convenience units and House keeping. The Consortium members should have a minimum of five (5) years of experience in their respective field of operation.	Advertisement /media – 6 Manufacturer of modular public convenience units – 6 Experience in house keeping – 8 * Marks for Minimum 5 years of Experience	20												
		<table border="1"> <thead> <tr> <th colspan="2">Additional Cumulative Years of Experience</th> </tr> <tr> <th>Years</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>3</td> <td>1</td> </tr> <tr> <td>6</td> <td>2</td> </tr> <tr> <td>9</td> <td>3</td> </tr> <tr> <td>12</td> <td>4</td> </tr> <tr> <td>15</td> <td>5</td> </tr> </tbody> </table>	Additional Cumulative Years of Experience		Years	Points	3	1	6	2	9	3	12	4	15
Additional Cumulative Years of Experience															
Years	Points														
3	1														
6	2														
9	3														
12	4														
15	5														

Sl. No.	Criteria	Criteria for allocating marks	Max. Marks
2	The Consortium shall have achieved a minimum annual financial turnover of IN Rs.10 Crore (Indian Rupees Ten Crore Only) for any three (3) years during the preceding five (5) financial years, i.e. 2008-09 to 2012-13.	Three years – 05 Four years – 08 Five years – 10	10
3	The Consortium shall have average total liquid assets for a minimum of IN Rs. 1 Crore lakhs (Indian Rupees One Crore Only) during the preceding three (3) financial years, i.e. 2010-11 to 2012-13.	Three years – 05 Four years – 08 Five years – 10	10
4	Proof from at least one Government Concessioneering Authority in support in the last 3 years on experience in implementation and maintaining PPP projects in lieu of advertisement rights and stating their successful implementation and operations.	One project – 05 Two projects – 08 Three projects and above – 10	10
5	Proof of Maintenance at least 100 Toilets / Urinals as part of the housing keeping contract over the period of last 3 years.	100 Toilets / urinals – 15 101 – 200 toilets / urinals – 20 201 and above – 30	30
6	Tenderers understanding and readiness for the Project	Organizational Structure - 02 Construction Schedule - 02 O&M Schedule - 02 Employment Schedule - 02 Conformity and Improvements - 02 Financing Arrangement - 05	15
Total			100
Marks for qualification			60

Based on the information submitted, Corporation of Chennai will carry out an evaluation of the qualifications of the Consortium and will subsequently be eligible for Financial Tender. Those Tenderers who have secured Technical

Score of 60 marks or above out of 100 (as mentioned above in the table) shall be considered for further evaluation including evaluation of their Financial Tender.

9.1 LITIGATION HISTORY AND LEGAL MATTERS:

The Applicant shall provide accurate information on the “Historical Contract Non-Performance Form” in the prescribed format (as enclosed in Appendix H) about contract non-performance and pending litigation with respect to contracts completed or ongoing under its execution over the last five years. Two (2) marks will be deducted for every case of litigation and legal issue. A consistent history of awards against the Applicant or any participant of a joint venture may result in failure of the Application. Non-disclosure of the information will lead to termination and black listing of the Firm / Consortium in the jurisdiction of Government of Tamil Nadu.

9.2 DISQUALIFICATION

Even though the Consortium meets the pre-qualifying Criteria, they could be disqualified if they have:

1. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;
2. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.
3. Submitted the RFP, which is not accompanied by the required documentation or is non-responsive.
4. Submitted the RFP, which is not accompanied by the Tender Security of requisite value and in acceptable format.
5. Failed to provide clarifications related thereto.

6. Where such firm or any member of such consortium has already submitted the RFP or is a member of a Consortium which has already submitted the RFP.
7. If any member of the Consortium is replaced or withdraws, except without prior written permission of Corporation of Chennai.
8. Been black listed/barred by GOI/Any State Govt./PSU/Government Body as on date of submission of the Tenders.

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

10. CONTENTS OF THE TECHNICAL TENDER

The Technical Tender submitted by the Applicant shall contain the following sections:

- a. Letter of Application (Appendix D)
- b. General and Financial Information (Appendix E)
- c. Structure and Operation (Appendix F)
- d. General Experience Record (Appendix G)
- e. Litigation History (Appendix H)

The Technical Tender shall include the above information in the formats given in the appendices and any other statement of information in support of qualification criteria.

The documentary evidence of the Tenders qualifications to implement the Project, shall establish to the Corporation of Chennai's satisfaction that the Tenderer has the financial, managerial, technical, procurement and other capabilities necessary to perform the contract and, in particular, meets the experience and other criteria required. The documentary evidence shall include any other materials required to be completed and submitted by

Applicants in accordance with these instructions. This shall include but not be limited to the following:

1. Audited financial statements for last five years up to March 31, 2013 (Balance Sheets, Profit and Loss Account and cash flow statements and Annual Reports) as required to conform to the Technical Tender requirements;
2. Summary statement of Liquidity for past three financial years, certified by a Chartered Accountant.
3. Certified Copies of original documents in support of legal constitution of the firm and place of business;
4. Experience in Qualifying projects (as given in NIT) with details of projects under way and contractually committed along with clients details and certificates as per Appendix G;
5. A Power of Attorney, authorizing the signatory of the RFQ to commit the Tenderer.
6. Technical Tender submitted by Consortium/ Consortium shall comply with the following requirements:
 - (i) The Technical Tender shall include all the information required above for each Consortium/Consortium partner.
 - (ii) The Technical Tender shall be signed so as to be legally binding on all partners.
 - (iii) The Lead partner, shall be designated as leader, this authorization shall be evidenced by submitting with Technical Tender, a Power of Attorney signed by legally authorized signatories of all partners.
 - (iv) Original MOU signed by all the members of JV/ Consortium partners holding jointly & severally responsible to Corporation of Chennai for all the works under scope of work.
 - (v) Once Technical Tender has been submitted by or on behalf of a Consortium, if any member withdraws from the Consortium, the consortium shall be disqualified, unless the remaining members can demonstrate their continued ability to fulfil the qualification criteria set out in Technical Tender.

11. SIGNING AND SUBMISSION OF TECHNICAL TENDER

Technical Tender shall be prepared in two copies. The original and copy of the Technical Tender shall be typed and shall be signed by the Tenderer or a person or persons duly authorized to bind the Applicant to the contract. The person or persons signing the Technical Tender shall initial all pages of the Technical Tender, except for un-amended printed literature.

Any interlineations, erasures or overwriting shall only be valid if the person or persons signing the Technical Tender initial them. The Applicants shall seal the Technical Tender as per the procedure detailed herein RFP document.

Submission of Technical Tender by fax, e-mail or other electronic means will not be accepted. It is the responsibility of Tenderer alone to ensure that its Technical Tender is delivered at the prescribed address by the stated deadline.

12. OPENING, EVALUATION AND PROCESSING

The Technical Tender will be opened on the date specified in the Letter of Invitation for Technical Tender, at the place of Technical Tender submission. Consortium's representatives may attend the opening and shall sign a register as proof of their attendance.

Based on the Technical Tender submitted by the Consortiums, Corporation of Chennai will carry out an evaluation of the qualifications of such Consortiums. If at any time during the evaluation process, Corporation of Chennai requires any clarification in order to carry out the evaluation, it reserves the right to request for information from any Consortium, and the Consortium concerned will be obliged to respond to any request for such information and to supply the same to Corporation of Chennai within such reasonable timeframe as required.

Any unsolicited information after submission of Technical Tender shall not be entertained. Corporation of Chennai will ascertain whether Tenderers who have submitted responsive Technical Tender are qualified for further evaluation of Financial Proposal for satisfactorily implementation of the Project.

The determination will take into account the Consortium's managerial, financial and technical capabilities and experience in similar projects. It will be based upon and examination of the documentary evidence of the qualification submitted by the Tenderer Firm.

This document and the appendices constitute no form of commitment on the part of Corporation of Chennai, whether in respect of the selection or otherwise. Furthermore, this Technical Tender document confers neither the right nor expectation on any party to participate in the selection process. Corporation of Chennai reserves the right to reject any or all Technical Tender, if it considers necessary to do so, and/or to withdraw/ modify the Selection Process or any part of the selection process or to vary any of its terms at any time without giving any reason or incurring any liability thereto.

13. IMPLEMENTATION STRATEGY

Concessionaire shall carry out the services as per the technical specifications, performance standards and guidelines given as part of the Concession Agreement. The construction period for the project will be **four (4) Months**, within which the Concessionaire will complete the construction of all Shell units(Toilets) as per the requirements, technical specifications and standards.. The Concessionaire would be given the right to collect the revenues from advertisements in the area specified by Corporation of Chennai within each modern Shell units(Toilets). A specified portion of net revenue shall be payable by the Concessionaire to the Corporation of Chennai as an annual Concession Fee. As per the Schedule of Payment specified by Corporation of Chennai, the Concessionaire shall pay the specified Concession Fee **monthly** over the Concession Period. Corporation of Chennai shall appoint the Engineer-in-Charge. The tenure of the Engineer-in-Charge, under this Concession Agreement, shall be from the period beginning from the Commencement Date and ending on the Commercial Operations Date (COD).

Corporation of Chennai shall through an office order, constitute a Steering Group headed by concerned Regional Deputy Commissioner comprising of concerned Zonal Officers, Executive Engineers and the Concessionaire, within 30 days of concession Agreement.

The title of interest, ownership and rights with regard to Shell units(Toilets) constructed by the Concessionaire for Corporation of Chennai along with fixtures/fittings provided therein and the land allotted by the Corporation of Chennai shall vest with the Corporation of Chennai except that these will be operated and maintained by the Concessionaire as agreed in this Agreement. The assets created by the Concessionaire will be owned by the concessionaire during the period of the Concession and will be transferred to Corporation of Chennai upon the expiry or earlier termination of the Concession Agreement.

SECTION 3

REQUEST FOR PROPOSAL (RFP) – FINANCIAL PROPOSAL

(COVER – B)

CONTENTS FOR REQUEST FOR PROPOSAL

(FINANCIAL PROPOSAL)

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DEVELOPMENT OF PUBLIC CONVENIENCES (MODULAR SHELL UNITS) IN DBFOT AT VARIOUS LOCATIONS IN CHENNAI

FINANCIAL PROPOSAL

1. FINANCIAL PROPOSAL

The Tenderers are encouraged to visit the locations and carry out due-diligence before arriving at the financial proposals. Advertisement is the identified and permitted source of revenue for the project. No Claim shall be entertained in this regard at any stage. The Tenderer may quote positive, null or negative concession fees as described below:

1. Positive means the Concessionaire shall pay the concession fees quoted, to the Corporation of Chennai,
2. Null means there is no payment as concession fees between the Corporation of Chennai and the Concessionaire,
3. Negative means the corporation of Chennai has to pay the fees to the concessionaire.

On completion of the Technical Evaluation, Corporation of Chennai would intimate the date and venue of the opening of the Financial Proposal to those Tenderers who has passed the Technical Proposal stage, with a request to be present at the time of the opening.

The Financial Bids would be opened and read out aloud on the said date and venue in the presence of the representatives of the Tenderers who choose to be present. Evaluation of Financial Proposal shall include the following:

1. The Tenderer quoting the highest Concession Fees payable to CORPORATION OF CHENNAI OR No fee OR if needed, lowest fees payable to the concessionaire per unit annum shall be the successful Tenderer.
2. Total amount of Annual Concession Fee expressed in Indian Rupees per year and payable to Corporation of Chennai over the concession period on an annual recurring basis and adhering to a compounded five percent (5%) annual increase of Concession Fee for the 7 years.

3. Arithmetical errors as corrected
4. In the event of multiple bids quoting the same highest amount of Concession Fee to be payable to CORPORATION OF CHENNAI OR if needed, lowest fees payable to the concessionaire, the Corporation of Chennai shall resort to inviting only those Tenderers for submission of a revised financial quote within such time as may specified by Corporation of Chennai.

2. NEGOTIATIONS

Corporation of Chennai may either choose to accept the Proposal of the Lowest Tenderer or invite him for negotiations. Upon acceptance of the Proposal of the Lowest Tenderer with or without negotiations, Corporation of Chennai shall declare the Lowest Tenderer as the Successful Tenderer

3. SELECTION AND NOTIFICATION

The highest evaluated Tenderer would be selected as successful Tenderer and would be intimated through a “Letter of Acceptance (LOA)”.

4. AWARD OF CONTRACT

Upon issuance of the “Letter of Acceptance (LOA)” the selected Tenderer shall have to sign the concession agreement within 15 days of “Letter of Acceptance (LOA)”.

If the Concession Agreement is not signed by the selected Tenderer within 15 days of issuance of the “Letter of Acceptance (LOA)”, then Corporation of Chennai reserves the right to withdraw the offer, and proceed ahead in any manner it deems fit. In such an eventuality, the Proposal Security of selected Tenderer would be forfeited. The successful Tenderer would have to furnish Performance Security as specified in the Schedule of Agreement, before signing of the Concession Agreement. Till such time, the proposal Security of the successful Tenderer would remain effective and in possession of Corporation of Chennai.

5. EXTENSION OF VALIDITY OF TENDER

In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Corporation of Chennai may request the pre-qualified Tenderers in writing to extend the Proposal Validity Period for a specified additional period.

6. PERFORMANCE SECURITY

The Concessionaire shall, for due and punctual performance of its obligations during the Implementation Period, deliver to Corporation of Chennai, simultaneously with the execution of this Agreement, a Fixed Deposit Receipt (FDR) or an irrevocable Bank Guarantee from an Indian Nationalised/ Scheduled Bank in the prescribed format pledged in favor of "The Commissioner, Corporation of Chennai" for a sum equivalent to IN Rs.25 lakhs (Indian Rupees Twenty Five Lakhs only) as the "Performance Security for Construction". This shall be returned on successful completion of the construction of all Modular shell units (toilets).

The Concessionaire shall for due and punctual performance of obligations during the Operation & Maintenance Period deliver to Corporation of Chennai, at the end of first quarter of construction period, a Fixed Deposit Receipt (FDR) or an irrevocable Bank Guarantee from an Indian Nationalised/ Scheduled Bank in the prescribed format pledged in favor of "The Commissioner, Corporation of Chennai" for an equivalent sum equivalent to IN Rs.42 lakhs (Indian Rupees Forty two Lakhs only) as the "Performance Security for Operation and Maintenance" during the entire Concession Period.

7. FRESH PERFORMANCE SECURITY

In the event of the encashment of the Performance Security by Corporation of Chennai pursuant to Encashment Notice issued in accordance with the provisions of Article 16 the Concessionaire shall within 15 (fifteen) days of the Encashment Notice furnish to Corporation of Chennai fresh Performance Security failing which Corporation of Chennai shall be entitled to terminate this Agreement in accordance with the provisions of Article 15. The provisions set forth in Clause above shall apply mutatis mutandis to such fresh Performance Security.

8.ROLE OF STEERING COMMITTEE

The role of the Steering Committee will include but not be restricted to the following:

1. Drafting and reviewing the policies for the project .
2. Deciding on strategies for the implementation of the project.
3. Ensuring the planning process is carried out satisfactorily.
4. Reviewing progress and quality of the project.
5. Monitoring the performance of the project in terms of quality and timelines.
6. Reviewing the impact of the project on the quality of service delivery.
7. Taking corrective/remedial actions in the case of delays in the implementation of the project activities.
8. Ensuring corrective/remedial actions in the case where the quality of the deliverables is not in accordance with specification.
9. Sorting out administrative & financial matters relating to the project.

9.ROLE OF THIRD PARTY MONITOR

The role of the third party monitor will include but not be restricted to the following:

1. Developing and strengthening monitoring, inspection and evaluation procedures.
2. Monitoring all project activities and progress towards achieving the project output.
3. Monitoring performance indicators for project success.
4. Recommending further improvement or changes to the performance-monitoring framework.
5. Providing feedback to the Steering Committee on the project based on data collected.
6. Suggesting strategies to the Steering Committee to improve efficiency and effectiveness of the project.
7. Submitting monthly and half-yearly reports on all project indicators to the Steering Committee.
8. Providing inputs, information and statistics to the Steering Committee
9. Participating in project reviews and planning discussions.
10. Preparing and maintaining data base.

APPENDIX A
SCOPE OF WORK OF THE PROJECT

The project entails Design, Build, Finance, Operate and Transfer of the Modular Public Conveniences created at the end of the concession period mentioned in this Tender document. Corporation of Chennai invites proposals from specialized Firms / Groups / Individuals to provide the necessary services to the Corporation for the Construction, Operation and Maintenance of Modular Public Conveniences on Design, Build, Finance, Operate & Transfer (DBFOT) basis on locations as per the list given in Appendix C.

SCOPE OF WORK OF THE CONCESSIONAIRE:

The following are the Scope of Work for the Concessionaire at various stages of the Project development.

1. DESIGN AND CONSTRUCTION :

The Concessionaire would be required to design an aesthetic, hygienic and environment friendly modular public conveniences with required fittings and fixtures. Following are the parameters that should be ensured in design and construction.

1. Conceptualisation, design and construction of prefabrication/ precast / pre engineered modular public convenience made up of prefabricated materials like hardened high density polyethylene (HDPE) or equivalent materials to withstand the Chennai climate in accordance with applicable procedures and specifications such as IS Codes, TNDSS, PWD Manual, National Building Code. All necessary precaution for safety and environmental and social safeguards in accordance with applicable norms and guidelines shall be the responsibility of the Concessionaire.
2. The design, drawings and specifications of modular unit shall be prepared for to each location and submitted by Successful Tenderer (Concessionaire) for approval to the Corporation of Chennai. The

construction should be of high quality and exactly as per the design, plan and specification as approved by the corporation for the location. Proper sewage connection / disposal mechanism to be ensured so that no water logging or unhygienic conditions are created in or around the toilet. No work shall be proceeded with or permitted without the written approval of the Corporation of Chennai.

3. Installation period of the modular facility is 4 months from the date of handing over of the location. The final Commercial operation date for the full Project shall be not later than 4 months from date of handing over of project sites by Corporation of Chennai to the Concessionaire.
4. A single modular unit defined as single seat toilet box of minimum nominal size 1.2 m x1.2 m effective usable dimension. There may be single unit or combination of multiple boxes or combination of multiple seats in a location to be equipped with W/C, urinals, hand wash, sanitary waste disposal, waste bins, ventilation, lighting, security and privacy for functional requirement for ladies, gents and special persons.
5. Design should be user friendly (especially for senior citizens and special people), rugged, vandalism - proof and fire resistant to ensure safety of equipments & installations as well as the users. Design should also take care of the requirements of maintenance and proper accesses for cleaning of drains should be provided. Such accesses should be leakage proof to ensure proper hygiene. For safety/rescue, break-ins of (internal) toilet doors should be part of design.
6. The specifications to be adopted for finishing items such as flooring, wall lining etc shall have to be of water resistant materials. Flooring to be anti-skid and with proper drainage system.
7. Green concepts in design such as use of natural lighting/ventilation, scientific disposal of waste, low water usage, and recycling of water would be encouraged.

8. The signage for Entry for Men & Women should be prominently displayed on the respective entry gates in Tamil, English, and Symbol. The facility should also display information panels, prominently and clearly displaying dos & don'ts, safety instructions, Identification details of the toilet, Cleaning Schedule, details about complaint registration system in place, Telephone No, email address of Concessionaire nodal person for receiving complaints, and Telephone no of Corporation of Chennai Control room for escalating the complaint (if not attended). These Information panels should be in Tamil, & English The Information panels should be of good quality, screen printed and sufficient font size. The mounting should be rugged and tamper proof.
9. The area around the toilet to be restored for public movement in proper manner and no debris, building material, garbage, broken pavement/ kerb-stones/ interlocking tiles/ CC should remain within 10 meters of the toilet so constructed.
10. During the construction, the concessionaire (or his contractors) shall ensure proper upkeep for collecting debris and proper scientific disposal of debris.
11. Adequate fire-safety measures should be installed.
12. The Structure should have Rain water Harvesting and Renewable energy source wherever possible.

2. OPERATION AND MAINTENANCE :

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

1. **The concessionaire shall not collect any fee from the users of the facility. The Concessionaire may generate revenue by placing advertisements in the outer surfaces of facility.**

2. The concessionaire shall factor-in the following functional requirements for the facility:
- i. The Public Convenience shall be in operation 24X365 and shall be operated in a safe and responsible manner without any inconvenience or danger to the public.
 - ii. The Concessionaire should arrange and ensure for 24x7 water and power supply on his own. The Authority shall provide all assistance in getting various clearances from Government agencies. The power, water and drainage charges for maintenance of facility shall be borne by the Concessionaire and will have to be paid directly to the concerned authorities.
 - iii. Lighting system should be adequate and all fixtures should be vandalism-proof. The lighting arrangement shall be fully functional at all times with requisite lighting density per applicable codes and standards. Electrical safety is to be ensured for users as well as concessionaire's staff.
 - iv. Water for closets shall be operated by flushing /waterless arrangement. Necessary provision to facilitate this shall be made by the Concessionaire.
 - v. The Concessionaire shall ensure cleaning of the facility and the Information panels as per the cleaning schedule provided in the Appendix B. Dedicated cleaning staff shall be provided by the Concessionaire for each location. Concessionaire shall ensure that the toilet is properly cleaned regularly and maintained in hygienic conditions. Also the Concessionaire will ensure that quick cleaning is carried out by the attendant of the public convenience after each use. The consumables required for cleaning & operation of toilets shall be ensured.
 - vi. The Concessionaire shall install litterbins near the facility and disposal of the collected waste shall be the responsibility of the

Concessionaire. The solid waste collected in the toilets shall be regularly removed and disposed in proper manner as per MSW Rules.

- vii. The safety and security of the facility rests with the Concessionaire. Concessionaire shall deploy staff for each toilet who shall be responsible for maintenance of basic sanitary condition inside and around the toilet, security and safety of toilet, regular removal of waste, maintain complaints and suggestion book, reporting of problems, if any, etc. It is suggested that a female attendant is available during the working hours so as to look after the female section of facility. The personnel deployed shall be in proper uniform and should be trained by the concessionaire regarding his duties as well as for dealing with public.
- viii. The maintenance will include routine and periodic maintenance works in the facility but shall not be limited to the following: Civil, electrical and mechanical works for the facility, equipment maintenance and servicing. Any unserviceable fittings or fixtures shall be replaced by the concessionaire within 24 hours. In case of loss due to theft or damage to the assets created in the facility, the concessionaire shall be responsible for making good the same immediately at his own cost and continue to keep the facility operational and available for public use. Non-conformance of the above shall invite penalties as mentioned in the Draft Concession Agreement.
- ix. Maintain a suggestion and complaints book in each of the facilities and the copy of the same should be submitted to Concession Authority every month.
- x. Each toilet shall clearly display the information inside as well as outside prescribed as in the above section. These signages shall be properly maintained to ensure clear visibility and proper

aesthetics. In case of any damage to information panels, the concessionaire shall immediately (within 3 days) repair/ replace them.

- xi. Concessionaire shall not allow any posters or stickers of any kind to be placed inside or outside the toilets by any person. In case it happens, it shall initiate lodging FIR against the defaulters under the Prevention of defacement of public Property Act and take further action for removal of the said posters/ stickers.
 - xii. Equipments such as fire-fighting equipments, Inverters, etc. installed in the toilets shall be regularly serviced as per the technical schedules and kept in proper operational condition
 - xiii. Concessionaire shall deploy, one vehicle containing Jetting-cum-suction machine, water-tank, Cleaning Agents/ chemicals, Disinfectants, Stain removing chemicals, Spare consumables, spare Fittings & Fixtures, sanitation-cum maintenance staff, Mopping equipments, Brushes, Brooms, Vacuum cleaner, etc. which can undertake a thorough cleaning-cum-maintenance of the toilet. While the basic cleaning of the toilet would be undertaken by the person deployed at the toilet; each toilet shall be subject to thorough cleaning-com-maintenance at least once a day. For toilets having heavy footfall, the frequency of thorough cleaning-cum-maintenance shall be increased for proper maintenance of sanitation.
 - xiv. Annual repairs and maintenance of works including white washing, colour washing, painting etc., on walls, floor, windows, etc. fixing of faulty water / power / lighting fixtures, signage's etc.
3. The premises of facility shall not be used by the Concessionaire for purpose other than for which it is allowed under this agreement. No part of the Contract/concession shall be let out/sublet to the any other agency.

3. DISPLAY OF ADVERTISEMENTS :

The following shall be adhered to displaying advertisements in the modular public conveniences.

1. Concessionaire can display advertisements on the outer side of the modular facility (i.e., the advertisement / hoarding can only cover the structure of the building and not extend beyond it) for generating revenues to fund this project. The size of advertisement shall be 3meters x 9 meters (Horizontal Position) irrespective of the width of the road per location .This shall be as per G.O.(Ms) No 230, Municipal Administration and Water Supply (MC1)dated 17th Nov 2008. There should be a clearance of 1m from ground level for display of advertisement. The display of advertisement shall be in consonance with the advertisement policy of the Corporation of Chennai.
2. No Advertisement shall be displayed by the concessionaire until the facility has been made operational. The concessionaire shall loose the right to display advertisement whenever the toilet, for any reason, becomes non-operational.
3. For display of advertisement, the Concessionaire shall be required to obtain Registration from Corporation of Chennai. Only Registered advertisers are granted permission/license for display of advertisement in Corporation of Chennai.
4. The Advertisement content shall be as per the rule of land and shall not offend the religious and cultural sentiments.
5. The advertisement shall also be strictly in accordance with the specific provisions / bye laws and all other terms & conditions of allotment and outdoor advertisement policy as laid down by Corporation of Chennai and other Statutory Agencies of India.

4. SELF REPORTING SYSTEM :

The Concessionaire shall, self report the true and correct status of each of the facility in the format as may be specified by the Corporation of Chennai from time to time, to the Nodal officer in -charge by e-mail. The Status shall be correctly reported on daily basis and the report for the day should be forwarded / uploaded by 12:00 midnight of the same day.

5. COMPLAINT LODGING AND REDRESSING SYSTEM :

1. The Concessionaire shall design and provide a system where the users or Corporation of Chennai can lodge their complaints through telephone, sms, and e-mail regarding functioning, status or condition of any facility.
2. All such complaints registered shall be properly recorded and monitored for addressing them within 48 hours.
3. The Complaints/ Suggestion book maintained by the toilet attendant should also be examined on daily basis and issues raised addressed.
4. Concessionaire shall submit a monthly report of complaints received and their redressing.

6. HANDING OVER OF MODULAR PUBLIC CONVENIENCES BACK TO CORPORATION OF CHENNAI:

The following shall be fully adhered to while handing-over the modular public conveniences at close of the Concession.

1. The public toilet sites shall be handed back by the concessionaire to Corporation of Chennai after completion of the concession period in fully operational condition completely fitted with all the fittings and fixtures.
2. An Engineer-in-Charge, jointly appointed by DBFOT Authority and Concessionaire, shall advice on further maintenance work / change in fittings and fixtures and certify for handing over to Corporation of Chennai.

7.SERVICES TO BE PROVIDED BY CORPORATION OF CHENNAI:

The following are the Services for the Concessionaire at various stages of the Project development.

1. Concession Period: The intent of the project is to develop Public Conveniences on identified locations within the jurisdiction of Corporation of Chennai and grant a concession to the Concessionaire for a period of 7 years on Design, Built, Finance, Operate & Transfer (DBFOT) basis in accordance with terms and conditions prescribed.
2. Availability of site: Corporation of Chennai shall provide, Sites, with authorizations, to the concessionaire for construction and building the modular facility. A list of locations is furnished at Appendix C. However, the number of units can be decreased (upto 25%) or increased (upto 25%). In case all sites are not made available in one go, the sites may be handed over in phases to the concessionaire.
3. Liaisoning with authorities: Nodal Officer from Corporation of Chennai shall provide all possible help and liaison with other stakeholder agencies such as Traffic Police, TWAD, CMWSSB, CMA, TNEB, PWD, Advertisement Cell Corporation of Chennai, etc. to enable the concessionaire to obtain necessary clearances and connections.
4. Coordination with the road/land owning agency: Due coordination with the concerned unit/division of the road/land owning agency shall be made by the concessionaire for finalising specific location of the proposed facility and shall be got approved from Corporation of Chennai prior to commencement of work.

8.PENALTIES:

Concessionaire shall be liable to pay penalties for default as per Appendix P.

APPENDIX B

PRESCRIBED SERVICE STANDARDS FOR OPERATION AND MAINTENANCE OF THE PROJECT

MAINTENANCE OF THE PUBLIC CONVENIENCE

Sl. No	INDICATORS	RAW SCORE					
		0	1	2	3	4	5
1	Advertisement panels	Restricted to allowable area, backlight working, panels clean	Panel s not clean	Panels cracked / missing	Backlight not working	More than allowable area	More than allowable area, backlight not working, panels not clean
2	Housekeeping staff	Adhere to dress code, have name tags, good behaviour	-	-	Rude/ Impolite	Do not have name tag clearly displayed	Not in stipulated dress code, do not have name tags, rude/ impolite
3	Site (exterior as defined in the design)	Site is clean, clear of obstructions	-	Site has obstructions	Site is not clean	Site is not clean, has obstructions	Site is not clean, has obstructions, damaged/ tiles broken
4	Faucet	Faucet is clean, not broken/leaking/missing, Water in faucet	Faucet not clean	-	Faucet broken		No water in faucet, Faucet missing
5	Paper hand towels with dispenser/ Dryer	Paper hand towels available, Dispenser fixed	-	-	Paper available, Dispenser broken	-	Paper hand towels not available, Dispenser missing
6	Toilet paper with fixed roll holder	Toilet paper available, roll holder fixed	-	-	Toilet paper available, roll holder broken/missing	-	Toilet paper not available, roll holder broken/missing

7	Vermin/ Insects	Absence of vermin and insects	-	-	-	-	Presence of vermin
8	Disposal bin	Disposal bin is not broken, not overflowing, Exterior surface is clean	Exterior surface is not clean	-	-	Disposal bin is overflowing	Disposal bin is broken/ missing
9	Drainage/ Outlet	Drain not blocked, Cover fixed and clear	Cover not fixed but clear	-	Cover missing	-	Drain blocked and overflow inside the toilet
10	Grab rails	Grab rails present, clean, not broken	Not clean	-	-	-	Grab rails broken/missing
11	Illumination	Working	-	-	-	-	Not working
12	Smell/ Odour + Ventilation	Odourless, well ventilated	Ventilation mechanism not working	-	Odour moderate	-	Strong odour, Ventilation mechanism not working
13	Walls (interior)	Clean of graffiti/ cobwebs/ dirt	Not clean on one wall	Not clean on two wall	Not clean on three wall	All walls dirty or defaced	Stains old
14	Complaints	No complaints	Complaints with Weight 1 not addressed in 96 hours	-	Complaints with Weight 2,3,4 not addressed in 48 hours	-	Complaints with Weight 5 not addressed in 24 hours
15	Floor	Completely dry and clean	There is fluid, no faeces	-	Faeces in one spot	Faeces in more than one spot	More than 25% of the area is covered with fluid and/ or faeces

16	Signage (Regular + Maintenance)	Legible, Prominently displayed on door, Visible from 5 metres, Prominently displays Corporation of Chennai information: Free usage, 1913 for complaints	Not visible from 5 metres	-	Illegible, Not prominently displayed on door	-	Illegible, not prominently displayed on door, not visible from 5 metres, does not prominently display Corporation of Chennai information
17	Soap (liquid) with dispenser	Soap available	-	-	-	-	Soap not available
18	Commode/ Urinal	Completely clean	Bowl is dirty	Seat is wet/soiled	Seat is missing	Bowl is broken	Bowl broken, Seat missing
19	Door	Door clean, not broken, has lock	Door does not have lock	-	-	Door is broken / unhinged	No door
20	Flush	Lever not broken, water in cistern	-	-	-	-	Lever broken, Not working/ Broken/ Missing, No water in cistern
21	Opening hours	24 hours	-	-	-	-	Closed
22	Water in wash basin with tap	Wash basin is clean and not broken, Tap is not broken/leaking/missing, Water in tap	Wash basin not clean	Tap leaking	-	No water in tap	Wash basin missing, Tap missing

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

TABLE 1: PERFORMANCE INDICATORS

The toilets must be operational 24 hours a day. The maintenance schedule should be provided to the Steering Committee in advance so that performance audits take that into account.

The criteria stated above are subject to change. Changes can be proposed by the Steering Committee. All changes in the criteria must be approved by the Corporation of Chennai. The concessionaire will be intimated of changes one month prior to implementation of changes.

On the basis of the performance audit, the Third-party monitor will prepare report cards for each location surveyed. The format will be as shown in Table 2.

TABLE 2: PERFORMANCE AUDIT REPORT CARD

	ELEMENT	WEIGHTS	RAW SCORE	WEIGHTED SCORE
1	Advertisement panels	1		
2	Housekeeping staff	1		
3	Site (exterior as defined in the design)	1		
4	Faucet	2		
5	Paper hand towels with dispenser/ Dryer	2		
6	Toilet paper with fixed roll holder	2		
7	Vermin/ Insects	2		
8	Illumination	3		
9	Disposal bin	3		
10	Drainage/ Outlet	3		
11	Grab rails	3		
12	Smell/ Odour + Ventilation mechanism	3		
13	Walls (interior)	3		
14	Signage (Regular + Maintenance)	4		
15	Floor	4		
16	Soap (liquid) with dispenser	4		
17	Complaints	4		
18	Commode/ Urinal	5		
19	Door	5		
20	Flush	5		
21	Opening hours*	5		
22	Water in wash basin with tap	5		
	TOTAL PERFORMANCE SCORE			

The weight for each performance indicator has been pre-determined by Corporation of Chennai based on the priority of service parameters and is determined by the consequence of performance that is less than ideal. This is listed in Table 3.

TABLE 3: CONSEQUENCES OF LESS THAN IDEAL PERFORMANCE

WEIGHT	VIOLATION	CONSEQUENCE
1	Negligible	Slight inconvenience
2	Minor	Some inconvenience
3	Moderate	Moderate inconvenience
4	Major	Severe inconvenience
5	Severe	Project Termination

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

TABLE 4: PENALTY STAGE

WEIGHTED SCORE	PENALTY STAGE
0	O
1-70	A
71-140	B
141-210	C
211-280	D
281-350	E
4*E in 6 months	Project termination

The penalty stage will be used to estimate the penalty for each audit period and the penalty to be levied will be as per Table 2 in Appendix P.

ACCEPTABLE DOWNTIME

Service deficiencies shall not be accepted, however to accommodate for the logistics and other operational contingencies, downtime to the extent mentioned in the table below shall not be considered for invoking penal clauses.

This table illustrates the acceptable downtime in service provision for the failures of the the different activities.

ITEM	TIME FRAME
Water Shortage	6 hours in case of a day. 12 hours otherwise.
Pipe Rupture (Internal)	1 day
Sewage block	1 day
Absence of staff	4 hours
Washing Liquid shortage	2 hours
Plumbing faults	6 hours

ALCOHOL CONSUMPTION & NUISANCE

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

EMPLOYEE WELFARE & INSURANCE

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

EQUIPMENT & FACILITY INSURANCE

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

PERIODIC MEETING

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

APPENDIX C
IDENTIFIED LOCATIONS FOR THE PROJECT

PACKAGE-IV : ZONES-XIII, XIV & XV

The following are the locations surveyed and found suitable for the installation of Modular toilet. These locations also can be viewed in the custom map having the link <http://cdb.io/17YGkOo>

ZONE	WARD	TOILET ID	LATITUDE	LONGITUDE	ROAD	AREA
13	170	170:1	13.0099159	80.2114175	Guindy Industrial Estate	Guindy
13	171	171:1	13.0073243	80.2369912	Guindy National Park	Kotturpuram
13	171	171:2	13.0124533	80.226885	Srinagar Colony	Kotturpuram
13	171	171:3	13.0280292	80.2254097	Kaveri Nager	Saidapet
13	171	171:4	13.0282008	80.2253451	Kaveri Nager	CIT Nagar
13	172	172:1	13.0150614	80.2482985	Canal Bank Road	Gandhi Nagar
13	172	172:3	13.0240653	80.2436573	Adyar House	Kotturpuram
13	173	173:1	13.0001691	80.2711508	Tiruvalluvar Nagar	Besant Nagar
13	173	173:2	13.0157477	80.2596259	Adyar Bridge	Anna Sathya Nagar
13	173	173:3	13.0226072	80.272191	Karpagam Avenue	Raja Annamalai Puram
13	173	173:5	13.0233526	80.2593574	4th Cross Street	Ramakrishna Nagar
13	174	174:1	12.9975301	80.2161966	Maduvinkarai	Guindy
13	174	174:2	13.0066505	80.2207436		Guindy
13	174	174:3	13.0074161	80.2210832		Guindy
13	175	175:1	12.994771	80.2558222	LB Road	Indira nagar
13	175	175:10	13.0081073	80.2486412	Canal Bank Road	Gandhi Nagar
13	175	175:11	13.0092654	80.2586093	Gandhi Nagar	Adyar
13	175	175:12	13.0151413	80.2488036	Canal Bank Road	Gandhi Nagar
13	175	175:2	12.9951794	80.2529411	Indira nagar	Adyar

13	175	175:3	12.9961834	80.25018	Aishwarya Colony 14th Cross Street	Aishwarya Colony
13	175	175:4	12.9978492	80.2560753	LB Road	Indira nagar
13	175	175:5	12.9981564	80.2521832	Indira nagar	Adyar
13	175	175:6	12.998899	80.2559495	LB Road	Shastri Nagar
13	175	175:7	13.0005877	80.2491654	Canal Bank Road	Venkata Rathinam Nagar
13	175	175:8	13.0046835	80.2561779	Kamaraj Nagar 1st Cross Street	Baktavatsalm Nagar
13	175	175:9	13.0068773	80.249076	Sardar Patel Road	Gandhi Nagar
13	177	177:1	12.9859825	80.2092934	4th Main Road	E.B. Colony
13	177	177:2	12.985999	80.2091928	4th Cross Street	EB Colony
13	177	177:3	12.9865326	80.2092621	1st Street	EB Colony
13	177	177:4	12.9868868	80.2085772	Brindavan Nagar	Adambakkam
13	177	177:5	12.9872207	80.2122254	Gandhi Nagar	Radha Nagar
13	177	177:6	12.9873345	80.2097363	Gandhi Nagar	EB Colony
13	177	177:7	12.9882545	80.2039544	New Colony	Adambakkam
13	177	177:8	12.9917657	80.2059444	Shastri Nagar Main Road	Balakrishnapuram
13	178	178:1	12.9706659	80.2184669	Ram Nagar North Extn.	Ram Nagar North Extension
13	178	178:2	12.9756833	80.2200435	Vijaya Nagar	Velachery
13	178	178:3	12.9840214	80.2222225	3rd Main Road	Velachery
13	180	180:1	12.981298	80.2529893	Lattice Bridge Road	PTK nagar
13	180	180:2	12.9822252	80.2545789	Avvai Nagar Road	Bharathi Nagar
13	180	180:3	12.9856493	80.2407389	Mahathma Gandhi Nagar	Taramani
13	180	180:5	12.9875495	80.251884	Ranganatha Puram	Tiruvanmiyur
13	180	180:6	12.9947667	80.2474928		Taramani
13	181	181:1	12.9891052	80.2693295	Kalakshetra Colony	Besant Nagar
13	181	181:2	12.9916902	80.2706332	Kalakshetra Colony	Besant Nagar
13	182	182:1	12.9742801	80.266378	Lakshman Perumal Nagar	Valmiki Nagar
13	182	182:2	12.9846344	80.2617791	Lalitha Nagar	Tiruvanmiyur
14	184	184:1	12.9674582	80.2356969	Ambedkar Nagar	Perungudi
14	186	186:3	12.9588562	80.2363793	Rajiv Nagar	Perungudi

14	186	186:6	12.9609779	80.2418595	Tirumalai Nagar	Perungudi
15	192	192:1	12.9417316	80.2597672	Blue Beach Road	Kapaleeswarar Nagar
15	192	192:2	12.9424757	80.2602028	Blue Beach Road	Kapaleeswarar Nagar
15	192	192:3	12.9426183	80.2493675	Magaleshmi Street	Mahatma Gandhi Nagar
15	192	192:4	12.9466184	80.2492812	Saraswathi Nagar	Neelankarai
15	192	192:5	12.9466703	80.2586809	Kapaleeswarar Nagar	Neelankarai
15	192	192:6	12.9491642	80.2612068	Beach Road	Neelankarai
15	192	192:7	12.949419	80.2485441	Saraswathi Nagar	Neelankarai
15	192	192:8	12.9498094	80.2551902	State Highway 49	Kapaleeswarar Nagar
15	192	192:9	12.9537488	80.2623896	Singaravelar Salai Road	Neelankarai
15	193	193:1	12.9470272	80.2401754	Old Mahabalipuram Road	Jothi Nagar
15	194	194:1	12.9342676	80.2333318	Rajiv Gandhi IT Expressway	Okkiyam Thuraipakkam
15	195	195:1	12.9291676	80.2317395		Indira Nagar
15	195	195:2	12.9372008	80.2569109	Diabetes Lane South East	Neelankarai
15	196	196:1	12.9276826	80.2519848	Gowramsnkovil Street	Injambakkam
15	196	196:2	12.9289368	80.2517099		Chinnadi Kuppam
15	196	196:3	12.9304789	80.257372	Vettuvankani	Chinnadi Kuppam
15	196	196:4	12.931946	80.2583403	Vettuvankani	Chinnadi Kuppam
15	196	196:5	12.9343428	80.2557831		Chinnadi Kuppam
15	197	197:1	12.8949339	80.2275454	Rajiv Gandhi IT Expressway	
15	197	197:2	12.8998647	80.2359838	Dr Kalaignar Karunanidhi Salai	
15	197	197:3	12.9027301	80.2282062	Rajiv Gandhi IT Expressway	Karapakkam
15	197	197:5	12.9228831	80.230747	Rajiv Gandhi IT Expressway	Karapakkam

15	198	198:1	12.8827558	80.2522526	7th Avenue	
15	198	198:2	12.8891264	80.2452468	East Coast Road	
15	198	198:3	12.8946915	80.2533871	Sunrise Avenue	
15	198	198:4	12.8980673	80.2458598		Akkarai
15	199	199:1	12.8672351	80.2503044	VGP 2nd Main Road	Kanathur
15	199	199:2	12.8712068	80.25042	VGP 1st Main Road	Kanathur
15	199	199:3	12.8753218	80.2513024	Thiruvalluval Street	
15	199	199:4	12.879007	80.244111		Uthandi

NOTE: These locations are indicative. The actual location and number of Modular units have to be finalised by the Concessionaire after obtaining approval from Steering Committee.

APPENDIX D
LETTER OF APPLICATION

(Letterhead paper of the Tenderer including full postal address, telephone, fax, e-mail addresses)

Date:

To,
Superintending Engineer
Buildings Department
Corporation of Chennai
Ripon Buildings,
Chennai – 600 003.

Sir,

1. Being duly authorized to represent and act on behalf of _____ (hereinafter “the Tenderer”), and having reviewed and fully understood all the qualification information provided, the undersigned hereby apply to be qualified by you as a prospective Tenderer for the project involving “Construction operation and Maintenance of Modular Public Conveniences in Corporation of Chennai area on DBFOT Basis”
2. Attached to this letter are copies of original documents defining:
 - a) The applicant’s legal status
 - b) The principal place of business; and
 - c) The place of incorporation (for tenders who are corporations); or the place of registration and the nationality of the owners (For tenders who are partnerships or individually -owned firms)
 - d) MOU (in case of Consortium/Joint Venture)
 - e) All documents as specified in RFP
3. Corporation of Chennai and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and client regarding any financial and technical aspects. This letter of any

institution, to provide such information deemed necessary to verify statements and information provided in this application, or with regard to the resources, experience and competence of the Tenderer.

4. This application is made in the full understanding that:
 - a) Tender of all tenderers will be subject to verification, by Corporation of Chennai, of all information submitted for qualification at the time of tendering;
 - b) Corporation of Chennai reserves the right to:
 - Amend the scope of work under this project; in such event, tenders will only be called from qualified tenders who meet the revised requirements; and
 - Reject or accept any application, cancel the qualification process, and reject all applications; and
 - c) Corporation of Chennai shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for them.
5. Appended to this application, we give details of the participation of each party, including capital contributions and Profit and Loss arrangements, as per requirements of the RFP Document.
6. We confirm that in the event we bid, the bid as well as any resulting contract will be:
 - a) Signed so as to legally bind all partners jointly and severally; and
 - b) Submitted with a joint venture agreement providing the joint and several liability of all partners/Consortium members in the event contract is awarded to us
7. As a Lead firm, we would have a minimum of 26% equity participation in the Joint venture/ Consortium
8. We confirm that Request For Proposal (RFP) submitted by us shall be valid for the period of Six (6) months from the last date of submission.

9. The Bid Security of **Rs.4.25 Lakhs** (Indian Rupees Four Lakhs and twenty five thousand only) in favour of “The Commissioner, Corporation of Chennai”.
10. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

Signed
Name
For and on behalf of (name of Tenderer) OR For and on behalf of (name of Consortium Member/ Partner)

APPENDIX E

GENERAL AND FINANCIAL INFORMATION

All individual firms and all members of a Consortium are requested to complete the information in this form and duly certify the financial information by the Chartered Accountant. The information supplied should be the annual turnover for the Tenderer for the past five years, in terms of the amounts billed to clients for each year for work in progress or completed, in Indian Rupees.

1. Firm Particulars

No.	Particulars
1.	Name of the Firm
2.	Head office address:
3.	Telephone: Contact:
4.	Fax: E-mail:
5.	Place for incorporation/registration: Year of incorporation/registration:

2. A Power of Attorney authorizing the signatory of the bid to commit the Tenderer(s).
3. Annual Turnover (in Indian Rupees): For the last five years ending (31/03/2012)
4. Liquid Assets (in Indian Rupees): For the last three years ending (31/03/2012)
5. Attach Brochure and details of each Firm(s)/ Consortium pertaining to Ownership structure, business areas/activities, business growth revenue details, staff details and capability statement.
6. Details of Contacts for the firm:

Contact Person	Contact Address
Contact A	Address, Telephone, Facsimile, E-mail
Contact B	Address, Telephone, Facsimile, E-mail
Contact C	Address, Telephone, Facsimile, E-mail
Contact D	Address, Telephone, Facsimile, E-mail

APPENDIX F
STRUCTURE AND OPERATION

Applicants shall submit the following information:

1. Legal Status
2. Place of registration
3. Principal place for business
4. Total value of eligible project works performed in the last five years ending 31/03/2013

A separate sheet should be used for each member of the consortium and shall be detailed out as indicated in the format.

Year	Value (Turnover) in Indian Rupees	Average total liquid assets
2008-2009		
2009-2010		
2010-2011		
2011-2012		
2012-2013		

5. Financial reports for the last five financial years: balance sheets, profit and loss statements, summary of net cash accruals, gearing level, auditor's reports, etc. List them and attach certified copies.
6. A certified copy of Applicant's Current Memorandum and Articles of Association or other relevant constitutional documents and (where relevant) those of its immediate and all superior holding companies.
7. Name, Address, Telephone and fax numbers of the firm's bankers who may provide reference if contacted by Corporation of Chennai.

APPENDIX G

GENERAL EXPERIENCE RECORD

Tenderers should provide information on undertaking construction of similar projects as per Section 8.2.1 in last five years (Separate Sheets for each project to be attached giving following details). A summary is to be provided in following format.

Year	Name of Work	Name of Client with contact details	Contract No. and Date	Value of Contract in Rs.	Date Started	Date Completed	Role of Applicant and Remarks

APPENDIX H
LITIGATION HISTORY

The Tenderer shall provide accurate information on the “Historical Contract Non-Performance Form” about contract non-performance and pending litigation with respect to contracts completed or ongoing under its execution over the last five years. (Separate Sheets for each project to be attached, giving following details). A summary is to be provided in following format.

Year	Name of Work	Name of Client with contact details	Contract No. and Date	Value of Contract in Rs.	Date Completed	Nature of Litigation	Final Award

APPENDIX I

COMPLIANCE SHEET FOR RFP

Sl. No	Basic requirement Reference	Document Required	Provided	Page No.
1	Turnover	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor (Appendix F)	Yes/No	
2	Average total liquid assets	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor (Appendix F)	Yes/No	
3	Technical Capability	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client	Yes/No	
4	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory (Appendix L) from all members of JV/Consortium	Yes/No	
5	Legal entity	Copy of Certificate of Incorporation; and Copy of Service Tax Registration Certificate	Yes/No	
6	Tender Security	Bank Guarantee (Appendix K)	Yes/No	
7	Tender Cost	Bank Draft	Yes/No	
8	Board Resolutions	Board Resolutions of Tenderer	Yes/No	
9	Anti Collusion Certificate	Certificate executed by all members in case of JV/ Consortium (Appendix J)	Yes/ No	

APPENDIX J

FORMAT FOR ANTI - COLLUSION CERTIFICATE

To

Superintending Engineer
Buildings Department
Corporation of Chennai
Ripon Buildings
Chennai – 600 003
Tel.: 044 – 2561 9212; Fax.: 044 – 2538 3962
E- mail: sebuilding@chennaicorporation.gov.in

ANTI - COLLUSION CERTIFICATE

We hereby certify and confirm that in the preparation and submission of our Proposal for Development of Modular Public Conveniences in DBFOT at Zones – XIII, XIV & XV in CHENNAI (Package-IV), we have not acted in concert or in collusion with any other Tenderer or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

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

Dated thisDay of, 2013

.....
(Name of the Tenderer)

.....
(Signature of the Authorised Person)

.....
(Name of the Authorised Person)

Note:

1. To be submitted on the Letterhead of the Tenderer

APPENDIX K

FORMAT FOR EMD / TENDER SECURITY

(To be issued by a Scheduled Bank in India)
(to be submitted separately for financial bid of each zone)

B.G. No. _____ dated _____

This Deed of Guarantee executed at _____ by _____ (Name of Bank) having its Head/Registered office at _____ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

In favour of

The Commissioner, Chennai Municipal Corporation, (hereinafter called "CORPORATION OF CHENNAI") having its office at (address), which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS

A. M/s. _____ Ltd., a company incorporated under the provisions of the Companies Act, 1956 OR an Individual OR a partnership firm OR a Trust OR a proprietary firm OR a Society [strike out whichever is not applicable], having its registered office/permanent address at _____ (hereinafter called "the Tenderer" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns) have decided to bid for the Project _____ as per the Request for Proposal Document (RFP Document) relating Construction of Public Conveniences on Design, Build, Finance, Operate & Transfer (DBFOT) basis.

B. In terms of Clause 6.7 of section 2 in the RFP Document, the Tenderer is required to furnish to CORPORATION OF CHENNAI an unconditional and irrevocable Bank Guarantee of Rs 4.25 Lakhs (Indian Rupees Four Lakhs and twenty five thousand only as EMD /Tender Security for the Project

C. The Guarantor, at the request of the Tenderer and for valid consideration agreed to provide such Bank Guarantee :

NOW THEREFORE THIS DEED WITNESSED AS FOLLOWS:

1. The Guarantor, as primary obligor shall, without demur, pay to CORPORATION OF CHENNAI an amount not exceeding Rs XXXXXX (Rupees -----only), within 30 days of receipt of a written demand from CORPORATION OF CHENNAI calling upon the Guarantor to pay the said amount.
2. Any such demand made on the Guarantor by CORPORATION OF CHENNAI shall be conclusive and absolute as regards the forfeiture of Bid Security and the amount due and payable by the Guarantor under this Guarantee.
3. The above payment shall be made without any reference to the Tenderer or any other person and irrespective of whether the claim of CORPORATION OF CHENNAI is disputed by the Tenderer or not.
4. This Guarantee shall be irrevocable and remain in full force for a period of (proposal validity period) from (date) _____ or for such extended period as may be mutually agreed between CORPORATION OF CHENNAI and the Tenderer and shall continue to be enforceable till all amounts under this Guarantee are paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Tenderer/the Guarantor or any absorption, merger or amalgamation of the Tenderer/the Guarantor with any other person.
6. In order to give full effect to this Guarantee, CORPORATION OF CHENNAI shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the RFP Document or other documents or by extension of time of performance of any obligations granted to the Tenderer or postponement/non exercise/delayed exercise of any of its rights by CORPORATION OF CHENNAI against the Tenderer or any

indulgence shown by CORPORATION OF CHENNAI to the Tenderer and the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of CORPORATION OF CHENNAI or any indulgence by CORPORATION OF CHENNAI to the Tenderer to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.

7. The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

Signed and Delivered by _____ Bank by
the hand of Mr _____ its
_____ and authorised off.

APPENDIX L
FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF
PROPOSAL

[One person to be nominated by each member of the Consortium]
(On Non-Judicial Stamp Paper of Rs. 100/-)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Development of Modular Public Conveniences in DBFOT at Zones – XIII, XIV & XV in CHENNAI (Package-IV) Project proposed by the Corporation Of Chennai (hereinafter referred to as "CORPORATION OF CHENNAI") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Applicants' and other conferences and providing information / responses to CORPORATION OF CHENNAI, representing us in all matters before the CORPORATION OF CHENNAI, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with CORPORATION OF CHENNAI in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with CORPORATION OF CHENNAI.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____,2013

(Signature)

(Name, Title and Address of the Attorney)

Date :

Witnesses:

- 1.
- 2.

Accepted [Notarised]

(Signature)

(Name, Title and Address of the Attorney)

Note:

- (a) In case of Applicants who are not resident in India, the Power of Attorney may be submitted on plain paper attested by any authorised officer of the Embassy of India and duly stamped by the Department of Stamps & Registration, Government of Tamil Nadu.
- (b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law [Indian Laws Only] 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.
- (c) Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- (d) In case an authorised Director of the Applicant signs the Application, a certified copy of the appropriate resolution conveying such authority may be enclosed in lieu of the Power of Attorney.

APPENDIX M

FORMAT FOR FINANCIAL BID

(On the letterhead of the Tenderer)
(to be submitted separately for each Package)

Date:

To
Superintending Engineer
Buildings Department
Corporation of Chennai
Ripon Buildings
Chennai – 600 003
Tel.: 044 – 2561 9212; Fax.: 044 – 2538 3962
E- mail: sebuilding@chennaicorporation.gov.in

Ref: **PACKAGE-IV** Development of Modular Public Conveniences in
DBFOT at Zones –XIII, XIV & XV in Chennai (Approximately 85
locations and 220 modular units)

Sir,

Having gone through this RFP document and having fully understood the scope of work for the Project as set out in this RFP, we are pleased to submit our quote as in APPENDIX - N duly signed, sealed and enclosed herewith. We have reviewed all the terms and conditions of the RFP and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be, no deviations from the stated terms in the RFP Document.

Yours faithfully,

For and on behalf of

.....
(Name of the Tenderer)

(Signature of Authorised Signatory)

Encl:

Duly signed and sealed Appendix N

APPENDIX N
FORMAT FOR CONCESSION FEE

1. FORMAT FOR CONCESSION FEE

Concessionaire quoted concession fees falls in any one of the categories :
(tick the relevant box)

1. Positive	2. Null	3. Negative
-------------	---------	-------------

We agree to pay a concession fee of IN Rs. _____ (Indian Rupees _____ only) per unit per annum for Development of Modular Public Conveniences in DBFOT at Zones – XIII, XIV & XV in CHENNAI (Package-IV) / There is no payment to CORPORATION OF CHENNAI / If needed , CORPORATION OF CHENNAI to pay Concession fees to the Concessionaire of IN Rs. _____ (Indian Rupees _____ only) per unit per annum .The concession fee quoted shall be increased on an annually compounded basis by **five percent (5%)** for the 7 years.

Note: In the event of the successful Tenderer unable to complete the specified number of Modern Shell units(Toilets) due to site conditions or increase in units, the concession fee will be calculated proportionately to the respective numbers of Modern Shell units(Toilets) completed by them.

Authorized Signatory
(with Stamp of the concessionaire)

2. TERMS AND CONDITIONS OF PAYMENTS

- (i) **Payment of the Concession Fee for shall be made in monthly basis and the Concession Fee due of every month shall be paid not later than the 15th day of the next month accordance with the mode specified in the Concession Agreement.**

In case the Concessionaire (M/s _____) fails to pay the Concession Fee in accordance with the terms and conditions above,

M/s _____ the flagship company of M/s _____ shall pay the Concession Fee to Corporation of Chennai. For this purpose, M/s _____ shall execute an unconditional and irrevocable guarantee in favour of Corporation of Chennai in such form and manner as may be required by Corporation of Chennai.

- (ii) The Concessionaire shall pay all duties and taxes in consequence of its obligations under this Concession Agreement, including customs duties, and the Concession Fee shall not be adjusted for such costs.
- (iii) Failure to pay the Concession Fee in time will attract an interest of Twelve Percent (12%) per annum on the entire amount of unpaid Concession Fee payable during the YEAR.
- (iv) Any payments by Corporation of Chennai to the Concessionaire shall be made only through the mechanism of adjustment of the Concession Fee. Any reference to such payments shall indicate the mechanism of such adjustment to the Concession Fee. No actual payments shall be made by the Corporation of Chennai, other than in case of payments at "null" category and if necessary cases approved by Corporation of Chennai.

3. THE GUIDELINES TO QUOTE THE CONCESSION FEES

After inspection of locations, the concession fees to be quoted by the Concessionaire.

According to site conditions, he may quote positive, null or negative concession fees.

Positive means the Concessionaire has to pay the concession fees quoted, to the Corporation of Chennai,

Null means there is no payment as concession fees between the Corporation of Chennai and the Concessionaire,

Negative means the corporation of Chennai has to pay the concession fees quoted, to the concessionaire.

APPENDIX O

FORMAT FOR PERFORMANCE SECURITY

(Performa for Bank Guarantee)

THIS DEED OF GUARANTEE executed on this the ____ day of _____ at _____ by _____ (Name of the Bank) having its Head/Registered office at _____ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of The Commissioner, Corporation of Chennai, and having its office at (address) hereinafter referred to as “Corporation of Chennai”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

- A. Corporation of Chennai having issued a LOA for the project of Development of Modular Public Conveniences in DBFOT at Zones – XIII, XIV & XV in CHENNAI (Package-IV) in favour of _____, a company incorporated under the provisions of the Companies Act, 1956 OR an Individual OR a partnership firm OR a Trust OR a proprietary firm OR a Society [strike out whichever is not applicable], having its registered office/permanent address at ----- (“Concessionaire”), the Concessionaire has agreed to carry out Construction of Public Toilet Blocks on Design, Build, Finance, Operate & Transfer (DBFOT) of the Public Convenience as set out in Appendix A.
- B. As per Appendix O, the Concessionaire is required to furnish to Corporation of Chennai, an unconditional and irrevocable bank guarantee for an amount of (the amount) as security for due and punctual performance/discharge of its obligations under the Agreement, relating to the execution of the Project.

C. At the request of the Concessionaire, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Concessionaire of its obligations relating to the Project.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by Concessionaire of all its obligations relating to the Project and in connection with execution of the Project as envisaged in the Agreement.
2. The Guarantor shall, without demur, pay to Corporation of Chennai sums not exceeding in aggregate (the amount), within 30 days of receipt of a written demand there from Corporation of Chennai stating that the Concessionaire has failed to meet its obligations under the Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Concessionaire or validity of demand so made by Corporation of Chennai and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Concessionaire or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.
3. In order to give effect to this Guarantee, Corporation of Chennai shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Concessionaire or postponement /non exercise / delayed exercise of any of its rights by Corporation of Chennai or any indulgence shown by Corporation of Chennai to the Concessionaire and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by Corporation of Chennai or any indulgence shown by Corporation of Chennai , provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

4. This Guarantee shall be irrevocable and shall remain in full force and effect until Concession Period, unless discharged/released earlier by Corporation of Chennai in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of (the amount).
5. This Guarantee shall not be affected by any change in the constitution or winding up of the Concessionaire /the Guarantor or any absorption, merger or amalgamation of the Concessionaire /the Guarantor with any other person.
6. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under this Performance Security.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS
HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE
WRITTEN.

SIGNED AND DELIVERED

by _____ Bank

APPENDIX P

PENALTIES

Penalties will be imposed on failure to abide by the terms set out in the concession agreement. These violations are categorised for the period of construction and operation and maintenance. Penalties will be deducted from the performance security deposit of operation and maintenance.

TABLE 1: CONSTRUCTION PERIOD

No.	VIOLATION	PENALTIES
1	Failure to Commission & operationally within 4 month of handing over the site	1 % of the performance security for every week upto a maximum of 5%. Failure to complete after one month will lead to take over of the site as well as withdrawal of advertisement rights.
2	Failure to pay concession fee in time	For delay up to 1 month, interest @ 18% per annum. Beyond 1 month, cancellation of license for the site, Takeover of structure, if any, as well as withdrawal of advertisement rights.
3	Subletting any part of the contract	Contract shall be liable to be terminated.
4	Charging from users	Rs 1000/-per incident
5	Construction not as per design/ standards	Rs. 1.00 Lakh for each such facility In case of failure to bring it as per the design/ standards, cancellation of license for the site, Takeover of structure, if any, as well as withdrawal of advertisement rights from the site.
6	Improper construction practice (such as improper storage/disposal of malba, unhygienic conditions during construction/ improper or inadequate restoration etc)	Rs. 2000/-per incidence. In case of failure to correct the practices cancellation of license for the site, Takeover of structure, if any, as well as withdrawal of advertisement rights from the site.

TABLE 2: PENALTIES IN THE OPERATION AND MAINTENANCE PHASE

PENALTY STAGE	VIOLATION	DEDUCTION
O	No problems	Appreciation
A	Negligible	1% *
B	Minor	5% *
C	Moderate	10% *
D	Major	15% *
E	Severe	25% *
	4*E in 6 months	100% *- Terminate contract

Note : * Percentage of the performance security deposit of operation and maintenance.

No.	Defaults	Penalties
1	Failure to Commission & operationally within 4 month of handing over the site.	1 % of the performance security for every week upto a maximum of 5%. Failure to complete after one month will lead to take over of the site as well as withdrawal of advertisement rights.
2	Failure to pay concession fee in time	For delay up to 1 month, interest @ 18% per annum. Beyond 1 month, cancellation of license for the site, Takeover of structure, if any, as well as withdrawal of advertisement rights.
3	Closure of a toilet for any reason (or non - operational toilet) [except in case of major repair/renovation which shall not exceed 7 days]	Up to 1 month – Rs 5000/-per day for each such toilet. Beyond 1 month, cancellation of license for the site, Takeover of structure, if any, as well as withdrawal of advertisement rights from the site.
4	Non-maintenance of operational timings	Rs. 1000/-per day for each facility [Whenever the toilet operational time is more than 1 hour less than prescribed]
5	Violation of Advertisement Policy	Cancellation of license for the site, Takeover of structure, if any, as well as withdrawal of advertisement rights from the site.

6	Exceeding advertisement area limit as contained in the agreement	After 3 incidents of violation of this type, the contract shall be liable to be terminated.
7	Subletting any part of the contract	Contract shall be liable to be terminated.
8	Display boards/ Information panel not as per agreement	Rs. 1000/ - per day for each facility
9	Charging from users	Rs 1000/ -per incident
10	Construction not as per design/ standards	Rs. 1.00 Lakh for each such facility In case of failure to bring it as per the design/ standards, cancellation of license for the site, Takeover of structure, if any, as well as withdrawal of advertisement rights from the site.
11	Improper construction practice (such as improper storage/disposal of malba, unhygienic conditions during construction/ improper or inadequate restoration etc)	Rs. 2000/-per incidence. In case of failure to correct the practices cancellation of license for the site, Takeover of structure, if any, as well as withdrawal of advertisement rights from the site.
12	Failure to self report the toilet status by the prescribed time. Failure to correctly report the status.	Rs. 2000/ per toilet not reported upon/ incorrectly reported upon.
13	Failure to redress public complaints (that are within the SLA agreement)	Except for force majeure condition, Rs 500/-per complaint.

APPENDIX Q

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT is entered into aton
this the ----- day of, **2013**

BETWEEN

The Commissioner, Corporation of Chennai, Ripon Buildings, E.V.R. Periyar Salai, Chennai-600 003 in his/her executive capacity (hereinafter referred to as "**Corporation of Chennai**" or the "**Concessioneing Authority**", which expression shall include its successors and assigns) of the first part;

AND

M/S. _____ a
company incorporated under the Companies Act, 1956, having its registered
office at _____
(hereinafter referred to as the "**Concessionaire**", which expression shall
include its permitted successors and assigns).of the second part

AND

M/S _____ a Company
incorporated under .. , having its Office at
_____ (hereinafter referred to as
_____ which expression shall include its permitted successors and
assigns).of the third part.

AND

M/s. _____ a company
incorporated under .. having its
Office at _____
(hereinafter referred to as _____ which expression shall include
its permitted successors and assigns).of the fourth part.

PREAMBLE

WHEREAS

- A. Corporation of Chennai has conceived and is keen to implement a project envisaging **Development of Modular Public Conveniences in DBFOT at Zones-XIII, XIV & XV in CHENNAI** (PACKAGE-IV) under Public Private Partnerships (PPP) on Design, Build, Finance, Operate and Transfer (DBFOT) basis.
- B. Corporation of Chennai has invited RFP from eligible persons/ firms/ companies/ consortiums for implementing the Project;
- C. In response to the aforesaid invitation for **RFP**, Corporation of Chennai has received bids from _____ tenderers including the Concessionaire for implementing the Project;
- D. Corporation of Chennai, after evaluating the aforesaid bids, accepted the bid submitted by the Concessionaire and issued the Letter of Acceptance (LOA) No: _____ dated _____ to the Concessionaire;
- E. In accordance with the requirements of the said tender submitted by the Concessionaire, Corporation of Chennai has agreed to grant to the Concessionaire the Concession (as hereinafter referred to as "Concession") for the Concession Period, to design, finance, construct, operate and maintain the Project, pay an agreed concession fee to Corporation of Chennai during the Concession Period, and at the end of the Concession Period transfer the facility to Corporation of Chennai, on the terms, conditions and covenants hereinafter set forth in this Agreement.
- F. The Concessionaire hereby accepts the Concession granted and undertakes to implement the Project in terms of this Agreement.
- G. M/s _____ are the promoters / shareholders of the Concessionaire company and have joined as parties to this Agreement as confirming parties for the due performance by the Concessionaire of its obligations under this Agreement.

NOW THEREFORE in lieu of the mutual promises and considerations set out herein, Corporation of Chennai and the Concessionaire (each individually a "Party" and collectively "Parties" hereto) hereby agree to be bound by the provisions of this Agreement.