

Greater Warangal Municipal Corporation

REQUEST FOR PROPOSAL

FOR

DEVELOPMENT, OPERATION& MAINTENANCE OF PAY & USE PUBLIC TOILETS IN WARANGAL ON DESIGN, BUILD, FINANCE, OPERATE AND TRANSFER (DBFOT)BASIS

Proposed By:
Commissioner,
Greater Warangal Municipal Corporation
Warangal- 506001

Greater Warangal Municipal Corporation Request for Proposal
Bid Document

Greater Warangal Municipal Corporation
Government of Telangana
OFFICE OF THE Commissioner, Warangal – 506001

RFP/ RCNo. (2015-16)

Greater Warangal Municipal Corporation (GWMC) invites “Request for Proposal” from Companies/NGOs/Partnership Firms/Proprietorship Firms/Social Welfare/CSR of any Corporate Welfare Society who have experience in Physical Infrastructure/Social Infrastructure sector with relevant experience in “Construction, Operation and Maintenance of Pay and Use Public Toilets on Design, Build, Finance, Operate and Transfer basis” at 5(five) locations, as per the terms and conditions laid down in the RFP document.

Chief Medical Officer of Medical & Health Department, GWMC can be contacted (Contact No.) for visiting the sites with prior intimation. RFP document will be available from ----- from GWMC website: www.ourwmc.gov.in/tenders/downloads against payment of Rs.5,000/- (Rupees Five Thousand only) through a Demand Draft in favour of “the Commissioner, GWMC” payable at Warangal.

Last Date & time for download of RFP: 09.01.2016 up to 3.00 PM

GWMC address for Communication and Office of Municipal Health Officer
submission of Tender: Room No XX

Last Date for submission of queries for
Pre Bid Meeting : 28.12.2015

Date of Pre Bid Meeting: 05.01.2016

Place of Pre Bid Meeting : Office of Municipal Health Officer
Room No XX

Last date & time for submission of RFP: 12.01.2016 up to 11.00AM

Date & time for opening of Part I: 12.01.2016 at 11:30 AM
Technical Bid

Date and Time of opening of Part II- : After evaluation of Technical Bid.
Financial Bid Intimated to the qualified bidders

Bid Security (Refundable): Rs.50,000/-

Note: Validity of RFP is 180 days from the date of receipt of RFP/tender. The bidders can contact the office of ----- for any additional information or in case of any queries.

Sd/-

Commissioner, GWMC, Warangal

Development, Operation & Maintenance of Pay & Use Public Toilets in
Warangal on Design, Build, Finance, Operate and Transfer (DBFOT) basis

LETTER OF INVITATION

Dated *****

To,

Sub: RFP for Development, Operation and Maintenance of Pay and Use Public Toilets in Warangal on Design, Build, Finance, Operate and Transfer (DBFOT) basis

Dear Sir,

Greater Warangal Municipal Corporation intends to develop Pay & Use Public Toilets by engaging private operator on DBFOT basis.

This Request for Proposal (RFP) document is for Design, Build, Finance, Operate and Transfer basis of Public Toilets in Greater Warangal. The bidding parameter will be the minimum Concession Period (lowest concession period) quoted by the bidders.

The Successful Bidder will be determined by way of a “Two Stage” bidding process. In the first stage, the Bidders would be required to meet the minimum threshold Technical Qualifications and qualify for undertaking the Project as set out in this RFP document. In the second stage, the Financial Proposals of only those Bidders who have cleared the minimum Technical Qualifications (as laid down in Clause 3.2) and other terms & conditions as specified in this RFP document would be opened and evaluated.

You are requested to participate in the Bid Stage and submit your proposal (the “Bid”) for the aforesaid project in accordance with the RFP.

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

Thanking you,

Yours faithfully,

Development, Operation & Maintenance of Pay & Use Public Toilets in Warangal on Design, Build, Finance, Operate and Transfer (DBFOT) basis

Disclaimer

The information contained in this Request for Proposals document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

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

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

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

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

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

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

GLOSSARY

Authority	As defined in Clause 1.1.1
Associate	As defined in Clause 2.1.14
Bank Guarantee	As defined in Clause 2.20.1
Bid(s)	As defined in Clause 1.2.2
Bidders	As defined in Clause 1.2.2
Bidding Documents	As defined in Clause 1.1.7
Bid Due Date	As defined in Clause 1.1.7
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.4
Bid Stage	As defined in Clause 1.2.1
Concession	As defined in Clause 1.1.5
Concession Agreement	As defined in Clause 1.1.2
Concessionaire	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.1.14
Damages	As defined in Clause 2.1.14
DBFOT	As defined in Clause 1.1.1
Demand Draft	As defined in Clause 2.20.2
Estimated Project Cost	As defined in Clause 1.1.4
Pre-Feasibility Report	As defined in Clause 1.2.3
Government	Government of Telangana
Lowest Bidder	As defined in Clause 1.2.6 (b)
LOA	As defined in Clause 3.3.5
PPP	Public Private Partnership
Project	As defined in Clause 1.1.1
Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.3.1

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove.

Invitation for Proposals

1. INTRODUCTION

1.1 Background

1.1.1. Greater Warangal Municipal Corporation (the “Authority”), with a view to address the problem of open defecation in public areas and to promote access to safe sanitation facilities that would lead to improved public health, has decided to develop Pay & Use Public Toilets under Public Private Partnership (PPP) framework by engaging Private Operator on Design, Build, Finance, Operate & Transfer (DBFOT) basis. The Authority has identified locations where there is prevalence of open defecation due to absence of public toilets and so is the demand for public sanitation facilities. The initiative adopts a participatory approach where the public toilets are demanded by the community with willingness to pay for their usage.

In this connection, it is proposed to avail the services of experienced private service providers for efficient execution of the above Project through Public Private Partnership (the “PPP”) on Design-Build-Finance-Operate-Transfer (the “DBFOT”) basis, and has therefore, decided to carry out the bidding process for selection of a private entity as the “Concessionaire” to whom the Project may be awarded. Brief particulars of the Project are as follows:

Name of the Project	No. of Public Toilets (each as a Package) along with their locations to be established (coordinates are provided in pre-Feasibility report)	Remarks
Establishment of Public Toilets on Pay & Use model.	1. xxxxxxxx 2. xxxxxxxx 3. xxxxxxxx 4. xxxxxxxx	The Bidder has to bid separately for each Package

REQUEST FOR PROPOSAL:

Greater Warangal Municipal Corporation (GWMC), herein after called the Authority, invites proposals in sealed technical & financial Bids as a Request For Proposal for selection of Concessionaire to develop, operate and maintain Pay & Use Public Toilets as per the provisions of the Concession Agreement (CA). The bidder shall be a Registered Company in India as per Indian Companies Act, 1956 (as modified by Companies Act, 2013)/Registered NGO/Partnership Firm/Proprietary ship Firm/Social Welfare or CSR of any Corporate Welfare Society.

The primary objective of the Project is to address the problem of open defecation in public places and to promote access to safe sanitation facilities for the communities/passersby in the respective localities and to boost and stabilize the demand for use of Public Toilets on Pay and Use basis; thereby improving the living conditions of the residents of the localities therein.

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1.1.2 The Selected Bidder, who is either a company incorporated under the Companies Act, 1956/ 2013 or undertakes to incorporate as such prior to execution of the concession agreement (the “Concessionaire”), shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of the concession agreement (the “Concession Agreement”) to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

1.1.3 **SCOPE OF THE PROJECT**

- a. Construct and commission of Public Toilets on design, build, finance, operate and transfer basis at the Sites as set forth in Schedule I and in conformity with the Specifications and Standards as set forth in Schedule II;
- b. To install a bore well at the Public Toilets and it includes re-boring, in case of failure of water source; either at the same place or at a suitable alternate place;
- c. Operate & maintain such Public Toilets in accordance with the provisions of Concession Agreement;
- d. Educate & to undertake Social Marketing, the concept of safe sanitation facility and the advantages of usage of Public Toilets to the communities on Pay and Use basis;
- e. Perform and fulfill all other obligations in accordance with the provisions of the Concession Agreement, and the matter incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire;
- f. The Concessionaire shall have to provide the facilities on Pay and Use basis as per the User Fee defined in this RFP document;
- g. The Concessionaire is also given the Advertisement Rights whereby to generate additional source of revenue in accordance with the provisions of Concession Agreement; and
- h. The Concessionaire can propose any additional sources of revenue subject to the approval of the Authority and in accordance with the provisions of Concession Agreement.

1.1.4 The assessment of actual Project Cost will have to be made by the Bidders.

1.1.5 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “Concession”).

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

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forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

- 1.1.7 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "Bidding Documents"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "Bid Due Date").

1.2. Brief description of Bidding Process

- 1.2.1. The Authority has adopted a two stage bidding process (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The first stage (the "Qualification Stage") of the process involved pre-qualification of interested parties/ Consortia in accordance with the provisions of the RFP. The Authority shall evaluate the Technical Bids submitted by the Applicants based on the eligibility criteria stipulated in this RFP document in the Qualification stage. The Financial Bids of only those shortlisted Applicants in the Qualification stage shall be evaluated in the second stage.
- 1.2.2. In the 2nd stage of the Bid, the aforesaid short-listed Applicants, including their successors, (the "Bidders"), the financial offers (the "Bids") shall be opened in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date.
- 1.2.3. The Bidding Documents include the draft Concession Agreement for the Project which is enclosed. The Pre-feasibility prepared by the consultants of the Authority is also enclosed. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- 1.2.4. A Bidder is required to deposit, along with its Bid, a bid security (the "Bid Security") of Rs.50,000 (Rupees Fifty Thousand only), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the Bid

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Due Date, for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.5. Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation and operation of the Project.

1.2.6. (a) Bids are invited for the Minimum Concession Period of the Project.

(b) In this RFP, the term “Lowest Bidder” shall mean the Bidder who is quoting the minimum Concession Period of all the Bids submitted. The Minimum Concession Period shall constitute the sole criteria for evaluation of Financial Bids. Subject to the provisions of Clause 2.16, the Project will be awarded to the Lowest Bidder.

(c) Deleted

(d) Deleted

1.2.7. Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

1.2.8. The Concessionaire shall, in consideration of its investment and services, be entitled to levy and collect a pre-determined User Fee from the Public Toilet Users. It shall also be entitled for Advertisement Rights in accordance with the provisions of the Concession Agreement. Additionally, the Concessionaire can also propose any additional sources of revenue subject to the approval of the Authority and in accordance with the provisions of Concession Agreement

1.2.9. Details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.

1.2.10. Any queries or request for additional information concerning this RFP shall be submitted in writing by speed post/ courier/ special messenger and by e-mail so as to reach the officer designated in Clause 2.11.5 by the specified date. The envelopes/ communication shall clearly bear the following identification/ title:

“Queries/Request for Additional Information: RFP for building & operation of Public Toilets on Design, Build, Finance, Operate and Transfer (DBFOT) basis”.

Requests for additional information, or any delay in complying with such requests, shall not, however, in any way affect the obligation of the applicant to send the complete proposals by the deadline indicated above.

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1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Event Description	Date
1. Last date for receiving queries:	xxxxxxx
2. Pre-Bid Conference:	xxxxxxx
3. Authority response to queries by:	xxxxxxx
4. Bid Due Date:	xxxxxxx
5. Opening of Bids: On Bid Due Date	
6. Letter of Award (LOA): Within 30 days of Bid Due Date	
7. Validity of Bids: 180 days of Bid Due Date	
8. Signing of Concession Agreement: Within 30 days of award of LOA	

1.4. **PRE-BID CONFERENCE**

THE DATE, TIME AND VENUE OF THE PRE-BID CONFERENCE SHALL BE:

DATE: *****

TIME: 11:00 HRS

VENUE: Office of-----, Warangal- 506001

1.5. **ELIGIBILITY AND QUALIFICATION CRITERIA**

S No.	Criteria	Documents to be submitted
1.1	<p>FINANCIAL CRITERIA The Bidder should be a registered Company in India as per Indian Companies Act, 1956/2013, or;</p> <p>an NGO or Proprietary ship or Partnership Firm.</p>	<p>Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of incorporation in case of Private Limited Company, issued by the Registrar of Companies.</p> <p>Copy of the Registration.</p>

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1.2	The Bidder should be having an average annual turnover of minimum Rs.5Lakh per year during last three financial years. i.e., 2012-13, 2013-14& 2014-15.	Copies of the last three financial years' audited balance sheets should be submitted along with the offer or Auditor's Certificate.
1.3	The Bidder should have positive net worth during last three years i.e. 2012-13, 2013-14& 2014-15.	Auditor's Certificate.
2.1	<p>TECHNICAL CRITERIA</p> <p>The Bidder should have developed at least 5 Public Toilets in the last 3(three) years.</p>	<p>Copies of firm orders should be enclosed along with the Certificates issued by Government Organizations / Boards or Corporations from India for construction and commissioning in last the last 5(five) years.</p> <p>Letter (s) from the concerned agency/ PSU/ Govt., where the Projects have been implemented, confirming that the Public Toilets that have been implemented in their organization are working satisfactorily.</p>
2.2	The Bidder should have 3(three) years of experience in operating and maintaining 5(five) Public /Private Toilets.	Photocopies of the relevant documents / certificates should be established

*Necessary documents have to be submitted to the satisfaction of the Authority.

The Bidders are considered qualified provided they satisfy the above Qualification eligibility criteria.

Even though the bidders meet the above qualifying criteria, they are subject to disqualification if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and / or record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

2.1.1. Deleted.

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The tender shall be typed and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. All pages of the tender document containing the entries and all corrections or amendments made there in shall be initialed by the person or persons signing the tender.

2.1.2. Deleted

2.1.3. The Pre-Feasibility Report of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Pre-Feasibility Report shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Pre-Feasibility Report.

2.1.4. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.1.5. The Bid should be furnished in the format at Appendix-I, clearly indicating the bid period in both figures and words and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the period indicated in words shall be taken into account.

2.1.6. The Bid shall consist of the minimum Concession Period for the Project available to the Concessionaire, as per the terms and conditions of this RFP and the provisions of the Concession Agreement.

2.1.7. The Bidder shall deposit a Bid Security of Rs. 50,000 (Rupees Fifty Thousand only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix-II.

2.1.8. The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date, for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.

2.1.9. The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorizing the signatory of the Bid to commit the Bidder.

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2.1.10. Deleted.

2.1.11. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.1.12. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.1.13. The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.13 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

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

- i. the Bidder, and any other Bidder, have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a

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proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- ii. Deleted; or
- iii. such Bidder, receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder; or
- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v. such Bidder, has a relationship with another Bidder, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- vi. such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.1.15. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 1 (one) years from the date of commercial operation of the Project.

2.1.16. This RFP is not transferable.

2.1.17. Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.18. Other Bid conditions:

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- a. The Bidder represents and acknowledges to the Authority that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations in the performance of the provisions of this RFP. The Bidder represents all goods/equipment to be supplied in response to this RFP shall meet the standards and specifications as defined in RFP; and
- b. If any services, functions or responsibilities not specifically described in this RFP are inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder.

2.2. Deleted

2.3. Change in Ownership

- 2.3.1. By submitting the Bid, the Bidder acknowledges that it was pre-qualified and short-listed on the basis of its Technical and Financial Capacity and shall, until the 2nd (second) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. .
- 2.3.2. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of the Bidder whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, the Bidder shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.4. Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5. Site visit and verification of information

- 2.5.1. Before filling this application, the Bidder shall visit the Site and satisfy himself as to the conditions prevalent there especially regarding accessibility to the Site, nature and extent of the ground, working conditions, stocking of materials, installation of Tools and Plants etc., accommodation and movement of labor, supply of water and power for satisfactory completion of the works, applicable laws and regulations, and any other matter considered relevant for them.

The Bidders must also familiarize themselves with the local conditions of the places where Public Toilets are proposed (the localities as detailed in Schedule I) and take them into account in preparing their proposals. Bidders should have the ability to market with the residents of the respective localities (communities) and the passersby for revenue generation. Therefore, the Bidders should have overall social marketing strategy in place. To obtain first-hand information on the local conditions, the applicants are encouraged to visit the proposed locations before submitting proposals. No financial claims for such visits and for collection of information shall be reimbursable.

The Bidders must carry proper due diligence of the applicable local taxes/charges etc., which may affect their project financials.

- 2.5.2. It shall be deemed that by submitting a Bid, the Bidder has:

- a. made a complete and careful examination of the Bidding Documents;
- b. received all relevant information requested from the Authority;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- d. satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time

for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;

- f. acknowledged that it does not have a Conflict of Interest; and
- g. agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.6. Verification and Disqualification

2.6.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

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

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then the Authority reserves the right to:

- i. invite the remaining Bidders to submit their Bids in accordance with Clauses 3.3.3 and 3.3.4; or
 - ii. take any such measure(s) as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.6.4. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the

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Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

Incomplete tenders or tenders not fulfilling any of the conditions specified in the RFP document are liable to be rejected without assigning any reason.

B. DOCUMENTS

2.7. Contents of the RFP

2.7.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

Appendices

- I. Letter comprising the Bid
- II. Bank Guarantee for Bid Security
- III. Power of Attorney for signing of Bid

Schedules

- I. Details of Site locations for Public Toilets
- II. Technical Specifications for Public Toilets

2.7.4. The draft Concession Agreement along with other Schedules and the Pre-Feasibility Report provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

2.8. Clarifications

2.8.1. Bidders requiring any clarification on the RFP may notify the Authority in writing by speed post/ courier/ special messenger and by e-mail in accordance with Clause 1.2.10. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within

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the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.8.2. The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.8.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9. Amendment of RFP

2.9.1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.9.2. Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.

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

C. PREPARATION AND SUBMISSION OF BIDS

2.10. Format and Signing of Bid

2.10.1. Bidder shall provide all the information sought under the RFP. The Bid shall be submitted in two parts; viz., the Technical Bid and the Financial Bid.

PART- I – TECHNICAL BID: Indicating bidders' compliance to eligibility criteria and technical and functional requirement of specifications of Public Toilets (the format for submission of conformity to eligibility criteria and technical proposal).

a. Before submitting the Bid, the Bidders should ensure that they conform to the eligibility criteria as stated in RFP;

b. Technical proposal should be submitted as per the instructions. Relevant technical details and documentation should be provided along with technical proposal. The Authority shall not allow / permit changes in the technical specifications once it is submitted;

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- c. The Bid may not be evaluated and may be rejected by the Authority without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer; and
- d. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

PART-II - FINANCIAL BID- to quote the Minimum Concession Period that is required for implementation of the Project as per the terms and conditions of the Draft Concession Agreement and in the format as per Appendix I- Form III (The format for submission of financial Bid).

The Bid offer of Minimum Concession Period for each of the Packages should be quoted separately.

2.10.2. All the pages of Bid including brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. Bids with erasing / overwriting / cutting which are without authentication will be liable for rejection.

2.11. Sealing and Marking of Bids

2.11.1. The Bidder shall submit the Technical Bid in the format specified at Appendix-I (Form I A & Form 1 B) along with the necessary documents as mentioned in this RFP document and more specifically the documents as mentioned in Clause 1.5 (Eligibility and Qualification Criteria), and seal it in an envelope and mark the envelope as "Technical BID".

The Bidder shall submit the Financial Bid for each of the Packages separately in the format specified at Appendix – I (Form III), and seal the Financial Bid in separate envelope and mark the envelope as "Financial Bid".

2.11.2. The documents accompanying the Bid shall be placed in a separate envelope and marked as "Enclosures of the Bid". The documents shall include:

- a. Bid Security in the format at Appendix-II;
- b. Power of Attorney for signing of Bid in the format at Appendix-III; and
- c. A copy of the Draft Concession Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (b) hereinabove.

The properly prepared bids along with the required enclosures shall be submitted in the manner as prescribed in this RFP document on or before --
----- 2015, 11:00 AM. The Bid/s which is/are deposited after the said date and time shall not be considered.

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2.11.3. A true copy of the documents accompanying the Bid, as specified in Clause 2.11.2 above, shall be bound together in hard cover and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorised signatory of the Bidder. This copy of the documents shall be placed in a separate envelope and marked "Copy of Documents".

2.11.4. The four envelopes specified in Clauses 2.11.1, 2.11.2 and 2.11.3 shall be placed in an outer envelope, which shall be sealed. Each of the five envelopes shall clearly bear the following identification:

"Bid for the Building & Operation of Public Toilets on Design, Build, Finance, Operate and Transfer (DBFOT) basis"

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

2.11.5. Each of the envelopes shall be addressed to:

ATTN. OF:	Mr. ****
DESIGNATION	*****
ADDRESS:	*****
E-MAIL ADDRESS	*****

2.11.6. If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.11.7. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.12. Bid Due Date

2.12.1. Bids should be submitted before 1100 hours IST on the Bid Due Date at the address provided in Clause 2.11.5 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.5.

2.12.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.13. Late Bids

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

2.14. Contents of the Bid

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2.14.1. The Bid shall be furnished in the format at Appendix-I, Appendix-II & Appendix-III. The Technical Bid shall consist of all the information, documents, etc., in accordance with this RFP; and the Financial Bid shall consist of the Minimum Concession Period (separately for each of the Package), to be quoted by the Bidder to undertake the Project in accordance with this RFP and the provisions of the Concession Agreement.

2.14.2. Generally, the Project will be awarded to the Lowest Bidder.

2.14.3. The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.14.4. The proposed Concession Agreement shall be deemed to be part of the Bid.

2.15. Modifications/ Substitution/ Withdrawal of Bids

2.15.1. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.15.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

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

2.16. Rejection of Bids

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

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

2.17. Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.18. Confidentiality

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

2.19. Correspondence with the Bidder

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

D. BID SECURITY

2.20. Bid Security

2.20.1. The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinabove in the form of a bank guarantee issued by a nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rupees one thousand crore), in favour of "The Commissioner, Greater Warangal Municipal Corporation" in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.20.2. Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of "The Commissioner, Greater Warangal Municipal Corporation" payable at Warangal (the "Demand Draft"). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.20.3. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.20.4. Save and except as provided in Clauses 1.2.4 and 1.2.5 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. Where Bid Security has been paid by demand draft, the refund thereof shall be in the

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form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

2.20.5. The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.

2.20.6. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.7. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, if

- a. a Bidder submits a non-responsive Bid;
- b. a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
- c. a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- d. the Selected Bidder fails within the specified time limit –
 - i. to sign and return the duplicate copy of LOA; or
 - ii. to sign the Concession Agreement; or
 - iii. to furnish the Performance Security within the period prescribed therefor in the Concession Agreement.
- e. the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

3. EVALUATION OF BIDS

3.1. Opening and Evaluation of Bids

3.1.1. The Authority shall open the Bids at 1130 hours on the Bid Due Date, at the place specified in Clause 2.11.5 and in the presence of the Bidders who choose to attend.

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In case the Bid submission date is deferred due to declared holiday on the Bid submission date, the opening of Bids also will be deferred in line with the extended Bid submission date.

If any of the Bidders or all Bidders who submitted the tender are not present during the specified date and time of opening it will be deemed that such Bidder (s) is / are not interested to participate in the opening of the Bid/s and the Authority at its discretion will proceed further with opening of the Part I - conformity to eligibility criteria and the technical proposal in their absence.

- 3.1.2. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3. The Authority may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer(s). This waiver shall be binding on all the Bidders and the Authority reserves the right for such waivers.
- 3.1.3. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. The Bidder has to respond to the Authority and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Authority.
- 3.1.4. Even if only a single Bid is received (and technically qualified) or a single Bid, amongst several, is technically qualified, the Authority retains the right to open the Financial Proposal of such Bid and award the Project.

3.2. Tests of responsiveness

- 3.2.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:
 - a. it is received as per the format at Appendix-I;
 - b. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
 - c. it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.10 and 2.11;
 - d. it is accompanied by the Bid Security as specified in Clause 2.1.7;
 - e. it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.9 and 2.1.10, as the case may be;
 - f. it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
 - g. it does not contain any condition or qualification; and
 - h. it is not non-responsive in terms hereof.
- 3.2.2. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however,

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that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

3.3. SELECTION OF BIDDER

3.3.1. EVALUATION OF BIDS BY A COMMITTEE:

1. The committee appointed by the Authority will evaluate the Bids submitted by the Bidders under this RFP. If warranted, the Authority may engage the services of external consultants for evaluation of the Bid.
2. The committee may visit the actual sites already commissioned by the Bidders and suitable arrangements have to be made by the Bidders for the visits. The travelling and other incidental expenses for such visits of the committee will be borne by the Authority.
3. The participating firms/ companies may be inspected for assessing the operation capabilities, working personnel, etc., including present working Public Toilets commissioned by the bidder.
4. The committee reserves the right to call for a presentation on the features and functionalities from the Bidders based on the technical bids submitted to make an evaluation.
5. The decision of the committee in this regard shall be final and in this regard, no correspondence shall be entertained.
6. The committee will prepare a list of technically qualified bidders and the names of shortlisted Bidders would be announced on GWMC's website / notice board. Only the financial Bids of those who are shortlisted in the technical bid shall be reckoned for evaluation.

Subject to the provisions of Clause 2.16.1, the Financial Bids of all the Bidders whose Bids are adjudged as responsive in terms of Clause 3.2.1 and thereafter shortlisted in the evaluation of Technical Bids by the committee shall be opened to determine the Lowest Bidder. The Bidder who quotes the Minimum Concession Period for each of the Packages shall ordinarily be declared as the selected Bidder (the "Selected Bidder") for the respective Packages. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.3.2. In the event that two or more Bidders quote the same Concession Period (the "Tie Bidders"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

3.3.3. In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder

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(the “second round of bidding”). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said third lowest Bidder shall be the Selected Bidder.

- 3.3.4. In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding as specified in Clause 3.3.3, the Authority may, in its discretion, invite fresh Bids (the “third round of bidding”) from all Bidders except the Lowest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are lower than the Bid of the second lowest Bidder in the first round of bidding.
- 3.3.5. After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.3.6. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause 1.3. The Agreement shall be executed in two copies in English language, each party receiving one original copy. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

If the Selected Bidder delays in submission of required documents, as detailed in this RFP and in writing seeks extension of time for submission of the required documents; the decision on the same shall be taken as under:

- I. The Commissioner, GWMC shall have the right to take the decision if the extension sought is not more than 15(fifteen) days; and
- II. If the extension sought is more than 15(fifteen) days but not exceeding 60(sixty) days, the Executive Committee of GWMC shall have the right to take the decision and in such case, the Authority shall levy the following penalty:
 - a. Interest at 12% pa on the amount of Performance Security for each day of delay;

- 3.3.7. On signing of the Concession Agreement, the Concessionaire shall intimate the name of the principal officer who will be acting for and on behalf of the Concessionaire in all its relations and communications with the Authority. If there is any change in the principal officer, Concessionaire shall intimate such change to the Authority immediately.

3.4. Contacts during Bid Evaluation

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

3.5. Bid Parameter

- 3.5.1. The Bid shall comprise a Minimum Concession Period to be quoted by the Bidder in accordance with the provisions of the Concession Agreement. The Bidder who offers the lowest Concession Period shall ordinarily be the Selected Bidder.

- 3.5.2. Deleted

- 3.5.3. In case of one Bidder is a Selected Bidder in more than one Package, then the Authority reserves the right to restrict the award of such Packages to such Bidder and award the balance to the next Bidder in the manner as detailed hereunder:

- a. In such circumstances, the other Selected Bidder has to match the Financial offer of the L1 Bidder;
- b. First offer of matching the L1 Bidder will be given to L2 Bidder and in case L2 Bidder does not match the Financial offer of L1 Bidder; then the offer will be made on L3 Bidder and so on;
- c. The Authority reserves the right to award the Packages to other Bidders irrespective of the fact that the other Bidders are willing to match their Financial offer with L1 Bidder or not; and
- d. At the discretion of the Authority, minor deviations in the number of allotments will be accounted for at a later date to ensure equitable distribution.

4. Fraud and corrupt practices

- 4.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or

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

- 4.2. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3. For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.1.15 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - b. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

- c. “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

7.1. Pre-Bid Conference of the Bidders will be held as given hereunder so as to clarify bidders’ doubts, if any, in respect of RFP.

Date	Time	Venue
xxxxxxx	xxxx	Office of Municipal Health Officer, Warangal

- 5.1. No separate communication will be sent for the pre bid meeting. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid Conference. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder. If the date of meeting is declared as a holiday by the State Government of Telanganasubsequent to issue of this RFP, the next working day will be deemed to be the pre-bid meeting day (there will not be any change in the timing). The Authority may involve its Consultant (s) or any outside Agency, in the pre-bid meeting to reply to the queries of the Bidders.
- 5.2. During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.3. The Authority consolidate all the written queries and any further queries that may come up for discussion during the pre-bid meeting and the replies to the queries shall be communicated at the email addresses provided by the respective Bidders. The clarifications of the Authority to the Bidders’ queries and the amendment / corrigendum furnished hereof shall become part and parcel of the RFP and the same shall be binding on the Bidders.
- 5.4. Non receipt of reply to the queries raised by the Bidders shall not be acceptable as a valid reason for non-submission of the Bid. Please note that non-reply to any query or queries shall not mean that the version of the Development, Operation& Maintenance of Pay&Use Public Toilets in Warangal on DBFOT basis

Bidder as reflected in the query or queries has been accepted by the Authority.

6. MISCELLANEOUS

- 6.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and including but not limited to laws of Government of Telangana and the Greater Warangal Municipal Corporation Rules and Regulations (if any) in force and as amended from time to time; and the Courts in Warangal/Hyderabad shall have exclusive jurisdiction in all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Bidder in order to receive clarification or further information;
 - c. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4. Deleted

Appendices

APPENDIX-I (FORM I A)

Letter comprising the Bid
(Refer Clauses 2.1.5 and 2.14)

Dated:

To,
.....
.....
.....

Sub: BID FOR THE DEVELOPMENT, CONSTRUCTION, OPERATION & MAINTENANCE OF PAY AND USE PUBLIC TOILETS ON DESIGN, BUILD, FINANCE, OPERATE AND TRANSFER (DBFOT) BASIS

Dear Sir,

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

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.
4. I / We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I / We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I / We certify that in the last three years, we neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I / We declare that:
 - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

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- b. I/ We do not have any conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFP document; and
 - c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - e. the undertakings given by us for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP document.
8. I / We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP document.
9. I / We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I / We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
11. I / We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.[£]
12. I / We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of

[£] In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 12, it may precede the paragraph by the words viz. "Except as specified in Schedule hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

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disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

13. I / We acknowledge and undertake that our Firm if pre-qualified and short-listed on the basis of our Technical Capacity and Financial Capacity shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
14. I / We acknowledge and agree that in the event of a change in control of our Firm whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Firm or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
15. I / We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall incorporate as such prior to execution of the Concession Agreement.
16. I / We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
17. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
18. I / We have studied all the Bidding Documents carefully and also surveyed the [Project and the potential for revenue generation on the usage of Pay and Use Public Toilets in the areas as specified in the RFP document]. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
19. I / We offer a Bid Security of Rs... (Rupees only) to the Authority in accordance with the RFP Document.

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20. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
21. The documents accompanying the Technical Bid, as specified in Clause 2.11.1 of the RFP are enclosed along with this letter.
22. The documents accompanying the Bid, as specified in Clause 2.11.2 of the RFP, have been submitted in a separate envelope and marked as "Enclosures of the Bid".
23. I / We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
24. The Minimum Concession Period has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs [and the potential for revenue generation by provision of Public Toilets in the areas as mentioned in the RFP document] and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
25. I / We agree and undertake to abide by all the terms and conditions of the RFP document.
26. I / We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
27. I / We hereby submit the following Bid (financial offer as attached in a separate envelop) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement:

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

Yours faithfully,

Date:
signatory)

(Signature, name and designation of the Authorized

Place:
Member

Name and seal of Bidder/Lead

APPENDIX-I (FORM I B)

APPLICANT'S PROFILE

S. No.	Particulars	Details
A	Company profile	
1.	Name of the Company	
2.	Constitution	
3.	Date of Establishment/Incorporation	
4.	Registered Office Address Corporate Office Address	
5.	Telephone No FAX No E-mail Address Website	
6.	PAN number for Income Tax Sales Tax/VAT Registration Number Service Tax Registration Number	
7	Total No. of Key Personnel a. Senior Executives (more than 15 years' experience) b. Middle level Executives (more than 10 years and less than 15 years' experience) c. Junior Executives (less than 10 years' experience)	
8	Details of individual(s) who will serve as the point of contact for the Authority: a. Name b. Designation c. Address d. Contact No. e. Fax No. f. email address	

* Bidders shall have to submit all the information and its related documents, certificates, etc., as detailed in this RFP document along with this form.

Signature of the Authorized Signatory with date & seal

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[Note: These details should be on the letter head of Bidder and should be signed by an Authorized signatory with Name and Seal of the Company]

APPENDIX-I (FORM II)

Authorization letter format

(To be presented by the authorized person at the time of technical / financial Bid Opening on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

Ref No:

Date:

To
The Commissioner,
Greater Warangal Municipal Corporation,
Warangal 506001

Dear Sir,

Sub: RFP for "Design, Build, Operation & Maintain Public Toilets"

Ref: Your RFP- --/2014-15 Dated --/--/2014

This has reference to your above RFP.

Mr. /Miss. /Mrs. _____ is hereby authorized to attend the Bid opening of the above RFP dated _____ on behalf of our organization.

Yours sincerely,

(Authorized Signatory)

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APPENDIX-I (FORM III)

Covering Letter Format for Financial Bid

[Note: This covering letter should be on the letter head of the Bidder and should be signed by an authorized signatory with the Name and Seal of the company]

Reference No:

Date:

To
The Commissioner,
Greater Warangal Municipal Corporation,
Warangal.

Dear Sir,

Sub: RFP for “Development, Operation & Maintenance of Pay and Use Public Toilets on Design, Build, Finance, Operate & Transfer Basis”

Ref: Your RFP No ---/2015 – 16 dated --/---/2015.

We thank you for providing us an opportunity to participate in the subject RFP. Please find our financial Bid offer for the captioned Project.

S.No.	Details of Package	Our Offer (Minimum Concession Period)*
1	xxxxxxxxxx	--- Years ----months (in figures) --Years and ----months only (in words)
2	xxxxxxxxxx	--- Years ---- months (in figures) ---Years and ---- months only (in words)

*if the Bidder is not applying for any of the Packages, he can mention “No Offer” thereat

The offer is made after taking into consideration all the terms and conditions of the RFP document and after careful assessment of the site, the Project risks and such other factors that may affect the Financial Proposal (Bid).

Dated this _____ day of _____ 2015

Signature with seal

Name:

Designation:

APPENDIX-II

Bank Guarantee for Bid Security
(Refer Clauses 2.1.7 and 2.20.1)

B.G. No. Dated:

1. In consideration of you,, having its office at, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, executors, administrators, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956/ 2013) and having its registered office at (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their successors and assigns), for the Project on [DBFOT] basis (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. (Rupees only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).

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

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10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by Bank

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

(Signature of the Authorised Signatory)
(Official Seal)

Appendix-III

Power of Attorney for signing of Bid[§]
(Refer Clause 2.1.9)

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name) -----, son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Project proposed or being developed by Greater Warangal Municipal Corporation (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarised

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

[§]To be submitted in original.

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Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.