



**Request for proposal of “Supply, Installation & Commissioning including Defect Liability Period for 1 year” of Modular Toilet under “Smart City Mission” at Puducherry City**



**RFP for Modular Toilet**

**Tender No: 013/PSCDL/2019  
August 2019**

**Puducherry Smart City Development Limited  
Puducherry**



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## List of Abbreviations

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



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**Definitions:**

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

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



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17. **“Engineer” / “Engineer-in-Charge”** means the PMC appointed by PSCDL for the supervision and management of the Project
  18. **“PMC”** means Project Management Consultants.
  19. **Financial Bid”** shall mean the Bidder’s quoted Price as per the Annexure 3-2 of this RFP;
  20. **"RFP"** shall mean Request for Proposal (RFP) / Bid Document / Tender Document

### **Interpretations**

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



## 1. REQUEST FOR PROPOSAL (RFP)

Puducherry Smart City Development Limited (PSCDL) invites Bids from eligible Contractors / Agencies for the work of “Supply, Installation & Commissioning including Defect Liability Period for 1 year” of Modular Toilet under “Smart City Mission” at Puducherry City.

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

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

### 1.1 Notice Inviting Tender

Sl. No.	Particulars	Details
1	Tender Notice No:	013/PSCDL/2019
2	Name & Address of the Client	Name: The Chief Executive Officer, Puducherry Smart City Development Limited (PSCDL) Address: The Chief Executive Officer Puducherry Smart City Development Limited, No.2, Bussy Street, Old Court Building, Puducherry 605 001 E-Mail ID: <a href="mailto:gmplanpsc dl@gmail.com">gmplanpsc dl@gmail.com</a> Telephone:- +91 413 22 24 431
3	Name of Work	Request for proposal for “Supply, Installation & Commissioning including Defect Liability Period for 1 year” of Modular Toilet under “Smart City Mission” at Puducherry City.
4	Tender Type	Item rate as per BOQ
5	Estimated Value of Works	<b>Rs. 87.50 Lakhs</b>
6	Joint Venture	Applicable ( <b>Maximum of 2 Companies</b> )
7	Bidding Type	Two Bid System
8	Bid Call (No's)	1
9	Downloading of tender Documents	The tender document for this work can be downloaded from website <a href="https://pudutenders.gov.in">https://pudutenders.gov.in</a> From 27/08/2019 to 18/09/2019 up to 15:00





Sl. No.	Particulars	Details
		Hrs.
10	Bidding Procedure	Two Bid System Cover (1) – Technical Bid (Online & Hard Copy) Cover (2) – Financial Bid (Online)
11	Online Submission (Last Date)	<p>On or before date 18/09/2019 upto 15:00 Hr through online portal: <a href="https://pudutenders.gov.in">https://pudutenders.gov.in</a></p> <p><b>Technical Bid</b></p> <ul style="list-style-type: none"> <li>• Scanned copy of Demand Draft/Bankers Cheque as Tender fee.</li> <li>• Scanned copy of FDR/DD/Bankers Cheque as EMD.</li> <li>• Scanned copy of PAN card</li> <li>• Scanned copies of Experience certificates showing successful completion of work (with certificate)</li> <li>• Scan copies of financial documents.</li> <li>• Audit accounts for past 3 financial years.</li> <li>• Undertaking on Non-black listing</li> <li>• In addition to the documents mentioned above, the documents required as per attached Forms &amp; Annexure are also to be uploaded. Bidder shall submit their offer i.e. Technical bid as well as Financial Bid in Electronic format on stipulated website &amp; date as mentioned in the tender document. No offer in physical form will be accepted.</li> </ul> <p><b>Financial Bid</b></p> <ul style="list-style-type: none"> <li>• On or before the date &amp; time stated above through online portal. No offer (Financial Bid) in physical form will be accepted.</li> </ul>
12	Physical submission of Tender Fee, Earnest Money Deposit (EMD) and all other documents in the Technical Bid. (Physical Submission only)	<p>Hard copy of Technical bid, Original document of Tender fees and EMD shall be submitted to CEO PSCDL, No.2, Bussy Street, Old Court Building, Puducherry 605 001</p> <p>Up to 18/09/2019 upto 15:00 Hr All document in supporting to tender bid shall be submitted in electronic format through online (by scanning etc.) and submission only in hard copy will not be accepted separately</p> <p>CEO PSCDL reserves the right to accept or reject</p>



Sl. No.	Particulars	Details
		any or all tenders without assigning any reason thereof. This Tender notice shall form a part of contract document.
13	Bid Details	<p>Opening of Bid (Online) &amp; PQ documents submitted electronically</p> <p>If possible, on 18/09/2019 at 16:00 hrs.</p> <p>Opening of Financial Bid (Online)</p> <p>Will be intimated later on.</p> <p>Bid validity period</p> <p>120 days from the opening of the Financial Bid</p> <p>Project Duration</p> <p>Construction period 6 Months</p> <p>Defect Liability period</p> <p>12 Months</p>
14	Payment Details	<p>Tender Fee</p> <p><b>Rs.1,500/-+ 18% GST</b></p> <p>In form of Account Payee Demand Draft/ Bankers Cheque payable in favour of Puducherry Smart City Development Limited, payable at Puducherry along with bid submission</p> <p>EMD (Bid Security)</p> <p><b>Rs 1,75,000/-</b> (Rupees One Lakh Seventy Five Thousand only) by the way of Banker's Cheque / DD/FDR in favour of Puducherry Smart City Development Limited payable at Puducherry.</p>
15	Address for Correspondence and Submission of Bid document	<p>CEO, Puducherry Smart City Development Limited (PSCDL)</p> <p>No.2, Bussy Street, Old Court Building</p> <p>Puducherry 605 001</p> <p><a href="mailto:gmpplanpsc dl@gmail.com">gmpplanpsc dl@gmail.com</a></p> <p>Phone: - +91 413 2224431</p>

### 1.2 Terms:

- i. The complete bid document can be viewed / downloaded from official portal of <https://smartnet.niua.org/tenders>, <http://pondicherrysmartcity.in> and e-procurement portal of Govt. of Puducherry <https://pudutenders.gov.in>. But the Tenders can be submitted only online through <https://pudutenders.gov.in>.



- ii. Bids shall remain valid for 120 days (One hundred Twenty days) from the last date of submission of the tender.
- iii. Any Bid (Technically & Financial) not accompanied by Tender fees and Earnest Money as mentioned in the notice for RFP will be rejected and treated as non-responsive
- iv. Bid that are received after the deadline will not be considered in this procurement process. All documents that form a part of the proposal response submitted by Contractor, should be submitted at the venue mentioned in the above table.
- v. PSCDL will not be responsible for any delay in submission of online bid.
- vi. PSCDL reserves all rights to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to award of the Contract, without assigning any reason thereof and incurring any liability to the participated firms or any obligation to inform the bidder or bidders participated on the grounds of employer's action thereof.

**Address of Communication:**

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

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

SD/;  
Chief Executive Officer  
PSCDL, Puducherry 605 001



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## 2. Disclaimer

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

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

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

Puducherry Smart City Development Limited, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way in this Selection Process. Puducherry Smart City Development Limited also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP document.

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

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



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



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### **3. Instruction to Bidders**

#### **3.1 General Information and Guidelines**

##### **3.1.1 Purpose**

PUDUCHERRY SMART CITY DEVELOPMENT LIMITED seeks the services of a reputed company, for **“Supply, Installation & Commissioning including Defect Liability Period for 1 year” of Modular Toilet under “Smart City Mission” at Puducherry City.** (hereinafter referred to as the “Project”) under Puducherry Smart City Project. This document provides information to enable the bidders to understand the broad requirements to submit their Proposals. The detailed scope of work is provided in Section 4.0 of this RFP document.

##### **3.1.2 Consortium or Joint Venture**

1. The Bidder for participation in the Selection Process, may be a single entity or a group of entities (the “Consortium”), coming together to execute the project. The term 'Bidder' used herein would apply to both a single Entity and a Consortium.
2. The number of consortium members shall not exceed two, including the Lead Concessionaire. Each Consortium members including Lead Bidder can't be part of any other consortium.
3. The Successful Bidder at no given point of time, may assign or delegate its rights, duties or obligations under the Agreement/ Contract except with prior written consent of the Authority.

##### **3.1.3 Sub-Contracting**

Sub-Contracting is not allowed for this RFP

##### **3.1.4 Completeness of Bid**

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

##### **3.1.5 Proposal Preparation Costs**

1. The bidder shall submit the bid at their cost and expense. PSCDL shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over PSCDL and PSCDL shall be at liberty to cancel any or all bids without giving any notice.



2. All materials, documents, drawings submitted by the bidder shall be the absolute property of PSCDL and no copyright etc. shall be entertained by PSCDL.

### **3.1.6 Deleted**

### **3.1.7 Amendment of RFP Document**

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

### **3.1.8 Supplementary Information to the RFP**

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

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

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

### **3.1.10 Site Visit and Verification of Information**

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



## 3.2 Key Requirements of the Bid

### 3.2.1 RFP Document/Tender Fee

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

### 3.2.2 Earnest Money Deposit (EMD)

- 1 In terms of this RFP, a Bidder is required to submit EMD as per the Notice Inviting Tender by the way of Bankers Cheque/FDR / Demand Draft in favour of Puducherry Smart City Development Limited payable at Puducherry
- 2 The EMD of unsuccessful bidders will be returned within 90 (ninety) days from the date of the Letter of Award. The EMD of the Successful Bidder would be returned on signing the Contract Agreement and submission of Performance Bank Guarantee for an amount equal to 10% of Initial Contract Value in the format provided in Annexure 8 of the RFP.
- 3 No interest will be paid by PSCDL on the EMD amount and EMD will be refunded to all the bidders (including the Successful Bidders) without any accrued interest on it.
- 4 The bid submitted without EMD, will be summarily rejected.
- 5 The EMD may be forfeited, if:
  - a. a bidder withdraws their bid during the validity of the tender period /during the process stage or intends to modify their quoted prices during the period of bid validity or its extended period, if any.
  - b. in case of a Successful Bidder, the bidder fails to sign the contract in accordance with the terms and conditions or furnish the required Performance Security.
  - c. during the bid process, a bidder indulges in any such deliberate act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
  - d. during the bid process, any information is found false/ fraudulent/ *mala fide*, and then PSCDL shall reject the bid and, if necessary, initiate action.
- 6 The decision of PSCDL regarding forfeiture of the EMD shall be final and binding upon bidders.





### 3.3 Instruction to Bidders

#### 3.3.1 Bid Submission Format

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

#### 3.3.2 Bid Submission Instructions

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

Particulars	Instructions
<b>COVER (1) -TECHNICAL BID</b>	
<b><u>I-ONLINE SUBMISSION</u></b>	On or before date 18/09/2019 upto 15:00 Hr through online portal: <a href="https://pudutenders.gov.in">https://pudutenders.gov.in</a>
<b>Fee</b>	Scanned copy of Bankers Cheque/Demand Draft as Tender fee. Scanned copy of Bankers Cheque/FDR/DD as EMD.
<b>Technical Bid</b>	<p>Scanned copy of Qualification Details shall be prepared in accordance with the requirement specified in this RFP and the formats are prescribed in Annexure 1 of the RFP.</p> <ul style="list-style-type: none"> <li>• Registration Certificates</li> <li>• PAN card /GST Registration</li> <li>• Experience certificates showing successful completion of work (with certificate)</li> <li>• Financial documents.</li> <li>• Audit accounts for past 3 financial years.</li> <li>• Undertaking on Non-black listing</li> </ul> <p>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats as prescribed in Annexure 2 of the RFP.</p> <p>Scanned Signed copy of all RFP document, Corrigendum and BoQ without rates duly Signed with stamps.</p>
<b><u>II-HARD COPY</u></b>	<p>Hard Copy of the all above documents shall be submitted to the following address on or before the due date specified in the Notice Inviting Tender (NIT).</p> <p style="text-align: center;">The Chief Executive Officer, Puducherry Smart City Development Limited, No.2, Bussy Street, Old Court Building, Puducherry 605 001</p>



	Any document in supporting to Technical Bid shall be submitted in electronic format through online (by scanning etc.) and submission only in hard copy will not be accepted separately.
<b>COVER (2) -FINANCIAL BID</b>	
<b><u>ONLINE SUBMISSION</u></b>	<p>On or before date 18/09/2019 upto 15:00 Hr through online portal: <a href="https://pudutenders.gov.in">https://pudutenders.gov.in</a></p> <p>The Financial Proposal shall be uploaded in accordance with the requirements specified in this RFP</p> <p>Hard copy need not be submitted for Financial Bid.</p>

2. The following points shall be in consideration for submission of bids:
  - a. PSCDL shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
  - b. The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract.
  - c. PSCDL may seek clarifications from the Bidder on the technical bid. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Bid submitted by the Bidder should be inclusive of all the items in the technical bid and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer
  - d. Technical Proposal shall not contain any financial information and shall be unconditional.
  - e. If any Bidder does not qualify the technical evaluation criteria stated in Clause 3.4.5 of this RFP, the financial proposals of the Bidder shall not be opened in the e-Tendering system.
  - f. It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which PSCDL reserves the right to reject the proposal.



### **3.3.3 Late Bid and Bid Validity Period**

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

### **3.3.4 Modification and Withdrawal of Bids**

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

### **3.3.5 Non-conforming Bids**

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

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

### **3.3.6 Language of Bids**

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

### **3.3.7 Authentication of Bid**

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

### **3.3.8 Acknowledgement of Understanding of Terms**

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

## **3.4 Evaluation Process**

- a. PSCDL will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders



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

#### **3.4.1 Bid Opening**

- a. Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of the Bidder or their authorized representatives who are assigned to attend the Bid opening sessions on the specified date, time and address.
- b. PSCDL reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- c. Bid opening shall be conducted in 2 (Two) Stages;
  - Stage 1 -Technical Bid:** RFP Document fee and Bid Security/EMD, Pre-Qualification Proposal and Technical Proposal
  - Stage 2 -Financial Bid:** Financial Bid / Priced BoQ
- d. The venue, date and time for opening the Technical Proposal are mentioned in the RFP Bid Information Sheet/ NIT. The date and time for opening the Financial Proposals would be communicated to the qualified bidders.
- e. The Financial Proposals of only those bidders will be opened who fulfill the criteria in Technical Evaluation.
- f. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for PSCDL, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, PSCDL will continue process and open the bids of all the bidders
- g. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required EMD has been furnished,



whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. PSCDL has the right to reject the bid after due diligence is done.

### 3.4.2 Evaluation of Technical Proposals

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

- a) PSCDL shall open Cover 1 marked “Technical Bid” on Bid opening date.
- b) The Pre-Qualification proposal must contain all the documents in compliance with instructions given in the Annexure 1.
- c) Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in Clause 3-4-4 & 3.4.5 of the RFP. **Each of the Pre-Qualification condition mentioned in Clause 3-4-4 & 3.4.5 of the RFP is MANDATORY.** In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- d) PSCDL will review the technical bids to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at PSCDL’s discretion.
- e) Bidders' proposal will be evaluated as per the requirements and guidelines specified in the Annexure 2 and technical evaluation criteria as mentioned in Clause 3-4-4 & 3-4-5 of the RFP.
- f) The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order, clients contact information for verification, and all others components) as required for technical evaluation.
- g) At any time during the Bid evaluation process, BEC may seek oral/ written clarifications from the Bidders. The BEC may seek inputs from their professional and technical experts in the evaluation process.
- h) PSCDL reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- i) The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
- j) PSCDL reserves the right to accept or reject any or all bids without giving any reasons thereof.
- k) PSCDL shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

### 3.4.3 Financial Proposal Evaluation

- a) All the technically qualified bidders will be notified to participate in Financial Proposal opening process.
- b) Financial Proposals for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the financial proposals are



substantially responsive. Bids that are not substantially responsive are liable to be disqualified at PSCDL's discretion.

- c) Financial Proposals that are not meeting the condition mentioned in Annexure 3.1 shall be liable for rejection.
- d) Total Cost of Bid (TCB) shall be calculated based on the Bill of Quantities given in Annexure 3.2 of the RFP.
- e) If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

### 3.4.4 Pre-Qualification Evaluation Criteria

The Bidder should meet following financial eligibility criteria;

S No	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity /Years of operation	The Bidder shall be a single legal entity (Individual, firm, company etc.) or JV to implement the project(s). The applicant shall be in existence for at least 3 years and should have performed similar nature of work	Copy of Certificate of Registration and copies of valid PAN, GSTIN, as per statutory requirement.
2	Financial Eligibility	Average annual financial turn over on construction works should be at least 100% of the estimated cost during the immediate last 3 consecutive financial year. <b>OR</b> Bidders Registered in CPWD / Puducherry PWD for Civil work (Class III and above).	Certificate from the Statutory Auditor /Chartered accountant <b>OR</b> Copy of the CPWD/Puducherry PWD Registration Certificate
3	Net Worth <b>OR</b> Solvency Certificate	The applicant should have positive net worth in any one of the last 3 financial years (FY 2018-19, 2017-18 & 2016-17). <b>OR</b> Solvency for an amount of 40% of the estimated amount of tender	Audited consolidated financial statements <b>OR</b> Solvency Certificate from a Nationalised Bank not older than six months as on the date of submission of the bid.

### 3.4.5 Technical Evaluation Criteria

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

- ❖ Bidder should have successfully completed similar nature of works in any Central/State Govt. /Municipalities ie. the supply and commissioning of Modular



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Toilet in the last Three (3) years ending previous day of the last day of submission of tenders.

- ❖ The value of the **Completed works shall be minimum**
  - a. Three contracts of each not less than 40% of the estimated cost of tender  
**OR**
  - b. Two contracts of each not less than 60% of the estimated cost of tender  
**OR**
  - c. One Contract of not less than 80% of the estimated cost of tender

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

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

#### ❖ **Disqualification**

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

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

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



### 3.4.6 Financial Evaluation Criteria

#### ❖ Bid to be substantially responsive

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

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

- (a) which effects in any substantial way the scope, quality or performance of the Works;
- (b) which limits in any substantial way, inconsistent with the Bidding documents, PSCDL’s right or the Bidder’s obligations under the Contract; or
- (c) whose rectification would affect unfairly the competitive position of the Bidders presenting substantially responsive Bids.

### 3.5 Award of Contract

#### 3.5.1 Award Criteria

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

#### 3.5.2 Letter of Acceptance (LoA)

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

#### 3.5.3 Signing of Contract

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





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

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

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

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

## **3.6 Performance Bank Guarantee**

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



- i) On satisfactory performance and completion of the Defects liability Period in all respects and duly certified by the Engineer-in-Charge, Contract Performance Certificate shall be issued and the PBG would be returned to the Contractor.

### **3.7 VARIATIONS**

#### **3.7.1 Changes in the Quantities**

- a) The Contractor is bound to carry out the items in the Bill of Quantities for quantity variation up to 30% (Thirty percent) excess provided that the change does not exceed 1% (One percent) of Initial Contract Price, at the BoQ rates.
- b) However, a rate or price as shall be appropriate for the excess quantity of item of work if it exceeds both the limits in (a) above shall be approved by the competent PSCDL pursuant to 3.7.2.
- c) If any item of work is not required to be executed or the quantity is less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.

#### **3.7.2 Extra items of Work**

There shall be an order in writing to execute the extra item of work from PSCDL.

Extra item can be additional, substituted or altered item depending on their relation to the original item or change in quantity above the limits specified in 3.7.1.b.

The rate for the extra item shall be worked out as specified in GCC Cl. 5.2.6 of the RFP

#### **3.7.3 Total Variation Cost**

The overall value of all variation works shall be limited to 10% (Ten Percent) of the Initial Contract Price.

### **3.8 Defect Liability Period**

The Defect Liability Period Shall be 12 Months from the date of issuance of the Completion Certificate.

The contractor shall remedy any and all loss or damage to work during the maintenance period at Contractors cost, save and except to the extent that any such loss or damage shall have arisen on account of any default or neglect of the PSCDL or on account Force Majeure Event.



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## 4. Special Conditions of Contract.

### 4.1 Scope of work (“Service”)

#### 4.1.1 Broad Scope of Work

The scope of the Project is to procure and supply Modular Toilets to Puducherry Municipality at places where the existing conventional toilets are aged and in dilapidated condition.

1. Dismantling the old doors, brick work, RCC Roof and disposal of debris
2. Supply, delivery and installation of modular Toilets which
  - Is beautiful and aesthetically very attractive, single point sourcing and environmentally friendly and easy to build
  - uses sandwich panels made of 0.6mm thick Galvanized steel, with 38mm high density EPS (Expanded Polystyrene) insulation inside it, to make the toilet cooler. The steel panels have a glossy coloured finish and mounted on structures at 4 corners. The roof is also made of these steel panels. The modular toilet solution comes with doors, ventilation, foundation, and installation service.
  - The benefit of having steel panel-based construction is that the steel material is 100% recyclable
  - The construction process is almost dry and does not waste resources or pollute the environment to the extent the conventional building methods do.
3. Construction of water sump, providing pumping machinery and plumbing arrangement
4. Providing cement concrete interlocking paver block of M-30 grade all-round the Toilet
5. Providing Top lamp of 3M Height with one LED Fixture
6. Providing fencing all around the site



## 4.2 Number of proposed Modular Toilets and Seating Capacity

<b>SEATING CAPACITY OF PROPOSED MODULAR/CONVENTIONAL TOILET BLOCKS</b>						
<b>S. N O</b>	<b>War d</b>	<b>Name of ward</b>	<b>Name of Location</b>	<b>Recommended capacity</b>		
				<b>Nos</b>	<b>Gents</b>	<b>Ladies</b>
					<b>IWC</b>	<b>IWC</b>
<b>Modular Toilet</b>						
1	12	Raj Bhavan	Toilet behind M.H (Over Grand Canal), NSC Bose Salai	1	3	3
2			Toilet behind G.H (Over Grand Canal), NSC Bose Salai	1	3	3
3			Golconda, Adjacent to Grand Canal, H M Kasim Salai	1	3	3
4			Over Grand Canal (near SP traffic office), HM Kasim Salai	1	1	1
5			Behind UCO BanK, Caserene street	1	1	1
6	16	Cathedral	Behind Chest clinic, Captain Marius Xavier Street	1	3	3
7	20	VambakeeraPalayam	Dubrayapet Sanniyasithope main road	1	2	2
8	21	Nethaji Nagar	Ashokan st	1	2	2
9	22	Colas Nagar	Udayar Thottam	1	3	3
10	22		Tamilthai nagar	1	3	3
<b>Total</b>				<b>10</b>	<b>24</b>	<b>24</b>

## 4.3 Technical Specifications

### 4.3.1 General Technical Specification

The Modular Toilet shall have the following specifications for single unit



**Steel Panels:** 40mm thick Sandwich Panels made of 0.6 mm thick, 275 MPa Strength Tata Steel's Galvano, with insulation inside it. The bottom most panel on 3 sides in each compartment will have SS 304 in the interiors upto 5".

**Unit Size :0.90 mx 1.2 m (3ft x4.0 ft)**

**Insulation:** High Density 38mm EPS (Expanded Polystyrene)

**Roofing:** 40mm thick Sandwich Panels made of 0.6 mm thick Galvano, with insulation inside

**Roof & Doors:** Flat Roof & Steel Door (1790 mm X 655 mm)

**Ventilation:** Powder coated steel ventilation above door (built in single panel)

**External / Internal finish:** Pure Polyster Glossy Powder Coating

**Required foundation for each unit**

**Plumbing:** 1 tap in each compartment and required pipes for waste management. 1 sink to be provided.

**Water Tank:** 200 Litres on each Compartment with required plumbing fittings

**Toilet Pan & Flooring:** Ceramic commode with Anti-Skid Tiles bottom

**Electrical Fittings:** 1 CFL and 1 switch in each compartment

**Waste management:** Sewage let into the existing sewer system through sewer line

#### 4.3.2 Drawing:

A model drawing vide No **PSCDL-NKI-PSCP-G1-TA-0001** for the proposed Modular Toilets attached herewith. The successful bidder will have to submit a fresh drawing and get it approved from PSCDL before the start of work.

## 5. Payment

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

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



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## 5.1 Payment Certificates

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

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

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

## 5.2 Final Payment Certificate

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

b) The Final Payment Statement shall show in detail:

- The summary of Contractor’s interim Payment claims for Works as submitted in accordance with contract
- The amounts received from the PSCDL against each claim
- Any further sums which the Contractor considers due to it from the PSCDL

c) If the PSCDL disagrees with or cannot verify any part of the Final Payment Statement, the Contractor shall submit such further information as they may reasonably require.

d) Within 30 (thirty) days after receipt of the Final Payment Statement for Works, and the written discharge, and there being no disputed items of claim, the Employer shall deliver a copy to the Contractor, a final payment certificate (the “Final Payment Certificate”) stating the amount which, in the opinion of the Employer, is finally due under this Agreement or otherwise. For the avoidance of doubt, before issuing the Final Payment Certificate, the Employer shall ascertain from the all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance, if any,



due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.

e) Contractor should remove the temporary structures, labor camps, & dispose surplus materials, debris etc. lying at work site within 30 days from receiving the Completion Certificate.

### **5.3 Retention**

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

### **5.4 Variations**

#### **5.4.1 Changes in the Quantities**

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

### **5.5 Time Period & Milestones**

#### **5.5.1 The Contract Period**

The Contract period shall be reckoned from the fifteenth (15<sup>TH</sup>) day of issue of Letter of Award or the date of signing the contract, whichever is earlier. The completion of the contract shall be date of issue of completion certificate and the commencement of Defect Liability period.

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

#### **5.5.2 The Construction Period**

The construction period shall be **6 calendar months** from the commencement date. The completion date shall be the date of completion of the works at the end of the construction period including any extensions granted.

#### **5.5.3 Defect Liability Period**

- a) The Defect Liability Period (Maintenance Period) shall be **12 calendar months** starting from the date of issuance of the Completion Certificate.
- b) If any defects noticed in the workmanship / defective materials used / normal wear and tear of fittings are attributable to Contractor these shall be attended by the Contractor at his own cost, as and when they are brought to his notice by the PMC / PSCDL.



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- c) The Contractor shall promptly repair or rectify all Defects and deficiencies observed by the Engineer during the Defects Liability Period within **24 hours from issue of notice** by the Engineer, in this behalf, or within such reasonable period as may be determined by the Engineer at the request of the Contractor, in accordance with Good Construction Practice.
  - d) The scope of work during the Defects Liability Period includes regular maintenance of the constructed facility including painting/polish finishes and electrical fittings in good condition.
  - e) The costs of making good all these defects shall be borne solely by the Contractor and deemed to be included in the rates quoted by Contractor.
  - f) If the contractor does not rectify the defect or make good the deficiency, the work should be got redone or rectified through another agency, or departmentally by employing skilled labourers, at the contractor's cost with 25% of the cost as penalty for non-performance. The amount shall be deducted from any monies due to the contractor or realization of any Bank guarantee.

#### **5.5.4 Liquidated damages**

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





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## 6. General Conditions of Contract (GCC)

### 6.1 Scope of Work

#### 6.1.1 Broad Scope of work

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

#### 6.1.2 Drawing

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

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

#### 6.1.3 Quality Assurance

##### a. Inspection

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

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

##### b. Samples

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

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

##### c. Quality Control, Tests and Inspection

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



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

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

#### **d. Safety & Environment**

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

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

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

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

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

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



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**c. Plant, Machinery & Job facility Area**

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

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

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

**d. Environmental safeguards**

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

**e. Additional Conditions**

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

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

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

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

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

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

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



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

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

**b. Payment Statement**

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

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

**c. Payment to the contractor on Payment certificates**

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

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

**d. Payment intermediate to certificates**

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

**e. Right to Withhold**

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

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



failure to clean up.

- h) In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute

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

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

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

**g. Correction of Payment Certificates**

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

**h. Overpayment & Post payment Audit**

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

**6.2.2 Price Adjustment**

Price adjustment is not applicable in this contract/RFP.

**6.2.3 Advance Payments and recovery**

- i. 10 % advance payment for mobilization shall be made within 15 days of signing the Contract Agreement against a bank guarantee equal to the amount of advance.



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- ii. The advance amount shall be interest free and shall be recovered at 20% of the certified amount of subsequent payment certificates.
  - iii. The advance guarantee will be returned on full recovery of the advance amount.

#### **6.2.4 Release of Payments**

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

#### **6.2.5 Retention**

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

#### **6.2.6 Variations**

##### **Changes in the Quantities**

- a. In this contract, no variation in any item of work is allowed. The bidder is bound to carry out all the items of work at the single quoted rate.



b. However, within the contract period, whenever there is an order from PSCDL in writing to execute any additional quantity in Numbers (Modular Toilet), the contractor is bound to do it at the quoted rate and the bidder shall not be entitled for any additional claim or compensation.

### **6.3 Liability & Indemnity and Confidentiality**

#### **6.3.1 Liability & Indemnity**

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



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

#### **6.4 Confidentiality**

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

#### **6.5 Labour Laws and Welfare**

##### **6.5.1 Labour Laws to be complied by the Contractor**

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





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the provisions of the building and other construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

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

### **6.5.2 Payment of Wages**

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

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

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

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

Under the provision of Minimum Wages (Central) Rules 1950, or statutory modification thereof, the contractor is bound to allow to the labors directly or indirectly employed in



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the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labors and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in- Charge concerned.

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

### **6.6 Force Majeure**

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



### **6.6.1 Settlement of Disputes**

1. Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 (thirty) days after the receipt. If that party fails to respond within 30 (thirty) days, or the dispute cannot be amicably settled within 60 (sixty) days following the response of that party, Clause GCC 6.6.1(2) shall become applicable.

#### **2. Arbitration:**

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

### **6.7 Time of Completion**

#### **6.7.1 Construction Period**

The time of completion of the works for the implementation of the project as per the deliverable shall be the period specified in the Special conditions of contract Clause 5.5.2/



Contract Data reckoned from the seventh day of issuance of the Letter of Award or from the date of signing of the contract agreement whichever is earlier.

### **6.7.2 Construction Programme**

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

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

### **6.7.3 Extension of Time**

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

- a. However, it has been agreed between the parties that in event of any variation or change taking place affecting the time of completion, time adjustment shall be made by Employer for which no additional cost will be payable. Such time extension shall ordinarily be for exceptionally adverse climatic conditions, enforceable shortage in availability of materials or any delay, impediment or prevention caused by or attributable to the Employer.
- b. If the contractor shall desire an extensions of time for completions of work on the ground of his having been "UNAVOIDABLY" hindered or on compensation event(s) or on any other ground(s), he must apply giving all and complete details of such hindrances and/or compensation event(s) and/or other cause(s) in writing, to the Employer with copy to the PMC, positively within 15 (Fifteen) days of occurrence of such hindrance(s)/compensation event(s)/other cause(s) and seek specific extension of time (period from..... to..... ).
- c. Failure on the part of the contractor for not applying extension of time even within 30 days of the cause of such an hindrance, it shall be deemed that the contractor does not desire extension of time and that he has "Waived" his right if any to claim extension of time for such cause of hindrance.



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- d. If at any time during performance of the Contract, the Contractor encounters condition impeding timely delivery of the Services, the Contractor shall promptly notify PSCDL in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, Employer shall evaluate the situation and may at its discretion extend the time for performance in writing.
- e. Delay by the Contractor in the performance of its Delivery and Completion obligations shall render the bidder liable for disqualification for any further bids in PSCDL and penalty levied as per Clause 5.5.4 unless an extension of time is agreed mutually.

### **6.8 Termination**

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



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

### **6.8.1 Payment upon Termination**

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

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

### **6.9 Liquidated Damage**

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



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## **6.10 Other Conditions**

### **6.10.1 Governing Law**

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

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

### **6.10.2 Change in Laws and Regulations**

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

### **6.10.3 Employment rights**

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

### **6.10.4 Employer's right to alter**

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

### **6.11 Risk Purchase**

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



## Annexure 1 - Guidelines for Pre-Qualification Proposal

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

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





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

### Annexure 1.2 – Deleted



### Annexure 1.3 - Format to share Particulars of the Bidder

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

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

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

Authorized Signatory

Name

Seal



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## Annexure 2 - Guidelines for Technical Proposal

### Annexure 2.1 - Deleted

### Annexure 2.2. - Technical Bid Cover Letter

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

To

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

**Sub.:** Request for Proposal for **“Supply, Installation & Commissioning including Defect Liability Period for 1 year” of Modular Toilet under “Smart City Mission” at Puducherry City”**

RFP Reference No: PSCDL/ / /

Dear Sir/ Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for **“Supply, Installation & Commissioning including Defect Liability Period for 1 year” of Modular Toilet under “Smart City Mission” at Puducherry City”** (hereinafter referred to as “Project”).

We hereby declare that:

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

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in **“Supply, Installation & Commissioning including Defect Liability Period for 1 year” of Modular Toilet under “Smart City Mission” at Puducherry City”** put forward in RFP or such adjusted



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

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

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

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

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

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

Witness Signature:

Witness Name:

Witness Address:


**Annexure 2.3. – PROJECT CITATION REPORT – COMPLETED WORKS**

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

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

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

**Signature of Bidder**



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

**Statement showing the similar works ongoing / awarded.**

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

**Note : -(1) Attested Copies of Work Order and Completion Certificates issued by not below the rank of Executive Engineer shall be attached.**

**(2) It is mandatory to furnish details in this format only.**

**Signature of Bidder**



### **Annexure 2.5 – Joint Venture Data by JV members**

In case the joint venture agreement is not acceptable to Puducherry Smart city Development Limited the joint venture may be requested to modify the agreement accordingly. Failure to submit a modified Joint venture agreement within twenty-one days upon receipt by the Bidder of the request for modification will disqualify the Bidder for further consideration.

Names of all partners of a joint venture		Financial Stake of A firm (In Percentage)
Partners	Name of Firm	
1. Lead partner		
2. Partner		



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## **Annexure 3 - Guidelines for Financial Proposal**

### **Annexure 3.1 - Financial Proposal Cover Letter**

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

To

**The Chief Executive Officer**

Puducherry Smart City Development Limited

No.2, Bussy Street,

Old Court Building,

Puducherry 605 001

E-mail: gmplanpscdl@gmail.com

**Telephone: +91 413 22 24 431**

**Subject: Bid for “Supply, Installation & Commissioning including Defect Liability Period for 1 year” of Modular Toilet under “Smart City Mission” at Puducherry City”**

**RFP RFP Reference No: PSCDL/ / /**

Dear Sir / Madam,

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





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

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

Date:

Yours faithfully,

Place:

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of bidder



### Annexure 3.2 - Financial Proposal Format & Instructions

**To be submitted on e-Tendering Portal only (i.e. [www.pudutenders.gov.in](http://www.pudutenders.gov.in))**

RFP Reference No: PSCDL/ / /

**“Supply, Installation, of Modular Toilet in Puducherry Municipality” under Puducherry Smart City Programme”**

S.No	Description of items	NO. OR QTY		Rate in Rs	per	Amount in Rs
1	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead- of area below 3 sq.metres.	213.10	m2			
2	Demolishing brick work manually / by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead - in cement mortar	293.40	m3			
3	Demolishing R.C.C work manually / by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead	73.50	m3			
4	Conveyance and Disposal of building rubbish and Debris as directed by the Engineer	368.00	m3			
5	Supply and installation of Modular Toilet of Indian seating arrangement	48.00	Nos			
6	Construction of water supply sump of size 2.0mx1.5x 2.0 m (As per sub bill-1)	12.00	No			
7	Supplying fixing and commissioning of Suguna/ Texmo /Sharp 1 HP mono block pumpset slow speed single phase motor. The rate include the cost of pumpset and allied electrical works , fixing in position, suction & delivery pipes , test run ,protection cover etc. complete	12.00	set			



8	Providing and fixing ASTM pipes including all ASTM plain & & brass threaded fittings this included jointing of pipes & fittings with one step ASTM solvent cement, trenching refilling & testing of joints Complete (External work)-25mm nominal outer dia pipes	153.00	m			
9	Providing and fixing ASTM pipes including all ASTM plain & & brass threaded fittings this included jointing of pipes & fittings with one step ASTM solvent cement, trenching refilling & testing of joints Complete (External work)-20mm nominal outer dia pipes	175.00	m			
10	Constructing brick masonry chamber for underground C.I. inspection chamber and bends with bricks in cement mortar 1:4 (1cement : 4 coarse sand) C.I. cover with frame (light duty) 455 x 610 mm internal dimensions , total weight of cover with frame to be not less than 38 kg (weight of cover 23 kg and weight of frame 15kg),R.C.C. top slab with 1:2:4 mix (1 cement :2 coarse sand : 4 graded stone aggregate 20mm nominal size) foundation concrete 1:5:10(1 cement : 5 fine sand : 10graded stone aggregate 40mm nominal size ), inside plastering 12mm thick with cement mortar1:3 (1 cement : 3 coarse sand) finished smooth with a floating coat of neat cement on walls and bed concrete extra complete as per standard design - inside dimensions 455x610 mm and 45 cm deep for single pipe line- with common burnt clay F.P.S. (non modular) bricks of class designation 7.5	44.00	No			



11	Providing, laying and jointing UPVCpipes(Finolex / Jain / Supreme / Truebore /Nandi) (0.6 Mpa)conforming to IS specification 4985 and ISI marked including transportation to site lowering to the trenches, laying to proper grade and alignment, testing of joints with required testing equipment, including cost of solvent cement, excluding UPVC specials such as bends ,tees, threaded pieces, couplers, reducer, endcaps etc., complete all as per IS and CPWDspecification-110 mm dia	131.00	m			
12	Providing and laying 60mm thick factory made cement concrete interlocking paver blockof M-30 grade made by block making machine with strong vibratory compaction and of approved size and design /shape laid in required colour and pattern over and including 50mm thick compacted bed of course sand, filling the joints with coarse sand etc. filling the joints with coarse sand etc. all complete	256.70	sq.m			
13	Supplying and fixing 60 mm GI lamp post of 3M Height with one LED Fixture Min. 25 W of Phillips, Bajaj or Havells make including necessary cabling, brackets and other necessary infrastructure	20.00	set			
14	Supply, delivery of automatic , wall mounted Sanitary Napkin incinerator with 1000 W capacity capable of burning @ 15 per at a Time	10.00	Nos			



15	Signage in MS Sheet of 30 Cm X 45 CM size with clear headroom of height of 2.1 M fixed on MS Pipe of 7.5 CM fixed in the ground with reinforced concrete, Readable Sticker ( in English and Tamil) Do not Smoke, Do not spit , Keep the floor, Do not carry inflammables etc	19.00	No			
16	Providing, fencing and erecting 50mm dia painted steel pipe railing in 3 rows on precast M20 grade RCC vertical posts 1.8 metre high (1.2 m above GL) with 3 holes 50 mm dia pipe, fixed 2 metre centre to, complete as per approved drawing.	154.00	m			
17	Providing and fixing G.I chain link fabric fencing of required width in mesh size 50x50mm including strengthening with 2mm dia wire or nuts, bolts and washers as required complete as per the direction of Engineer-in- charge - Made of G.I wire of dia 4mm, PVC coated to achieve outer dia not less than 5mm in required colour and shade.	285.00	sq.m			
18	<b>White washing</b> with lime to give on even shade - three or more coats)	94.00	m2			
19	Finishing walls with water proofing cement paint of required shade - (Two or more coats applied @ 3.84 kg/10 sqm)	94.00	m2			
20	Compound wall with 115 mm thk brick wall in between 230mmx230 mm pillar @ 3.0 m c/c with necessary foundation	36.00	m			



21	Providing MS gate of Size 3.0x 2.0 m with 2 Nos RCC 300 mmx300 mm Pillar	10.00	Nos			
22	Construction of half brick Partition wall of 3.0m length x2.1 m height with necessary foundation	1.00	No			

**Signature of the Contractor**

**Instructions:**

- a) PUDUCHERRY SMART CITY DEVELOPMENT LIMITED does not guarantee the quantity for the particular line items given above. The actual quantity for the given items may vary. The payment shall be made based on unit cost quoted for the particular item on actual work/ item is undertaken/ supplied.
- b) All the prices are to be entered in Indian Rupees only
- c) PUDUCHERRY SMART CITY DEVELOPMENT LIMITED reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- d) Rates to be quoted in considering that all the items and services to be provided at the locations provided by PUDUCHERRY SMART CITY DEVELOPMENT LIMITED.
- e) The rates quoted shall include all Taxes, Duties and Levies including GST which will be deducted as per standard practice.
- f) The bidder needs to account for all Out of Pocket expenses, no additional payment shall be made by PUDUCHERRY SMART CITY DEVELOPMENT LIMITED whatsoever.
- i) The bidder should refer the RFP document for details on the technical requirements of the system and the benchmark specifications for the items mentioned in the financial formats.
- j) Any component/ fixtures/ ancillary/ adjunct to the specified item shall be deemed to have been included in the unit rates quoted above.



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

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

To

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

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

RFP Reference No: PSCDL/    /    /

Dear Sir/ Madam,

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

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

Thanking you,  
Yours faithfully,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:



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## Annexure 5 - Format for Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day  
of ..... 20...

AMONGST

1. {..... Limited, and having its registered office at ..... } (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns).

AND

2. {..... Limited, having its registered office at ..... }and (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, & SECOND} PART are collectively referred to as the “Parties” and each is individually referred to as “Party”

WHEREAS,

(A) Puducherry Smart City Development Limited (PSCDL), established under the Government of Puducherry , represented by its CEO, and having its principal office at Puducherry (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the Bids”) by its Request for Proposal No. .... dated.....(the “RFP”) for award of contract for **“Supply, Installation & Commissioning including Defect Liability Period for 1 year” of Modular Toilet under “Smart City Mission” at Puducherry City** at Puducherry City” (the “Project”).

(B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

### 1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.





## 2. Joint Venture

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the “Joint Venture”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

## 3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into a Contract Agreement with the Authority for performing all its obligations as the Contractor in terms of the project execution.

## 4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and until the Appointed Date under the Contract;

(b) Party of the Second Part shall be {the Member of the Joint Venture; and}

## 5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as the completion of the Project is achieved under and in accordance with the Contract.

## 6. Share of work in the Project

The Parties agree that the work/activity in the BoQ mode / Item Rate of project execution, operation, maintenance and transfer to the Authority, to be allocated among the members shall be as follows:

First Party:

Second Party:

Further, the Lead Member shall by itself undertake and perform ----- %, if the Contract is allocated to the Joint Venture.

## 7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is Annexure-d to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;



- (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
  - (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the “Defects Liability Period”) is achieved under and in accordance with the Concession agreement, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security (EMD) by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of Government of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED, SEALED AND DELIVERED

For and on behalf of  
LEAD MEMBER by:

SECOND PART

(Signature)  
(Name)  
(Designation)  
(Address)

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

1.....

2.....



---

### Annexure 6 - Power of Attorney

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

Know all men by these presents, we (name and address of the registered office of the Sole Applicant) do hereby constitute, appoint and authorize Mr./ Ms. \_\_\_\_\_ R/o \_\_\_\_\_ who is presently employed with us and holding the position of \_\_\_\_\_, to do in our name and on our behalf, all such acts, deeds and things, necessary in connection with or incidental to the bid for **“Supply, Installation & Commissioning including Defect Liability Period for 1 year” of Modular Toilet under “Smart City Mission” at Puducherry City** (the “Project”), including signing and submission of all documents and providing information/ responses to PUDUCHERRY SMART CITY DEVELOPMENT LIMITED and representing us in all matters in connection with our bid for the said Project.

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

For (Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

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



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## Annexure 7 - Format for Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20...

AMONGST

3. {..... Limited, and having its registered office at ..... } (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns).

AND

4. {..... Limited, having its registered office at ..... }and (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, & SECOND} PART are collectively referred to as the “Parties” and each is individually referred to as “Party”

WHEREAS,

(A) Puducherry Smart City Development Limited (PSCDL), established under the Government of Puducherry , represented by its CEO,and having its principal office at Puducherry (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the Bids”) by its Request for Proposal No. .... dated.....(the “RFP”) for award of contract for “Supply, Installation & Commissioning including Defect Liability Period for 1 year” of Modular Toilet under “Smart City Mission” at Puducherry City” (the “Project”).

(B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

### 1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.



## 2. Joint Venture

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the “Joint Venture”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

## 3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into a Contract Agreement with the Authority for performing all its obligations as the Contractor in terms of the project execution.

## 4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and until the Appointed Date under the Contract;

(b) Party of the Second Part shall be {the Member of the Joint Venture; and}

## 5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as the completion of the Project is achieved under and in accordance with the Contract.

## 6. Share of work in the Project

The Parties agree that the work/activity in the DBFOT mode of project execution, operation, maintenance and transfer to the Authority, to be allocated among the members shall be as follows:

First Party:

Second Party:

Further, the Lead Member shall by itself undertake and perform ----- %, if the Contract is allocated to the Joint Venture.

## 7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is Annexure-d to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;



- (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
- (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the “Defects Liability Period”) is achieved under and in accordance with the Concession agreement, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security (EMD) by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of Government of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED, SEALED AND DELIVERED

For and on behalf of  
LEAD MEMBER by:

SECOND PART

(Signature)  
(Name)  
(Designation)  
(Address)

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

1.....

2.....



---

## Annexure 8 - Format for Performance Bank Guarantee

For Contract Performance Bank Guarantee

**Ref:** < --- >

Date: \_\_\_\_\_

Bank Guarantee No.: \_\_\_\_\_

To

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

Dear Sir/Madam,

PERFORMANCE BANK GUARANTEE – For <Project Name>

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956/2013, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated ..... (Hereinafter, referred to as “Contract”) with you for “**Supply, Installation & Commissioning including Defect Liability Period for 1 year**” of Modular Toilet under “**Smart City Mission**” at **Puducherry City**”, in the said Contract.

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

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

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

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 10% of the Total Contract Value i.e.,.....<in words> without any demur. Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as



aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold valid till 12 months of defective liability period after completion date and released upon issue of Contract Performance Certificate, subject to the terms and conditions in the said Contract

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until 12 months of defective liability period after the completion date.

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

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

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

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

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

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

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





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

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

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed 10% of the Total Contract Value. This Performance Bank Guarantee shall be valid only from the date of signing of Contract to completion of Defect Liability Period.

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 12 months of defective liability period after the completion date.

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

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

Dated ..... this ..... day ..... 20....

Yours faithfully,

For and on behalf of the ..... Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

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



**Annexure 9 - Letter of Acceptance**

**[on letterhead paper of the Employer]**

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

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

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

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

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

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Agency:.....



### Annexure 10 - Contract Agreement

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

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

The Employer and the Contractor agree as follows:

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

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

Signed by: \_\_\_\_\_ Signed by: \_\_\_\_\_

*For and on behalf of the Employer*

*for and on behalf of the Contractor*

in the

in the

presence of: \_\_\_\_\_ presence of: \_\_\_\_\_

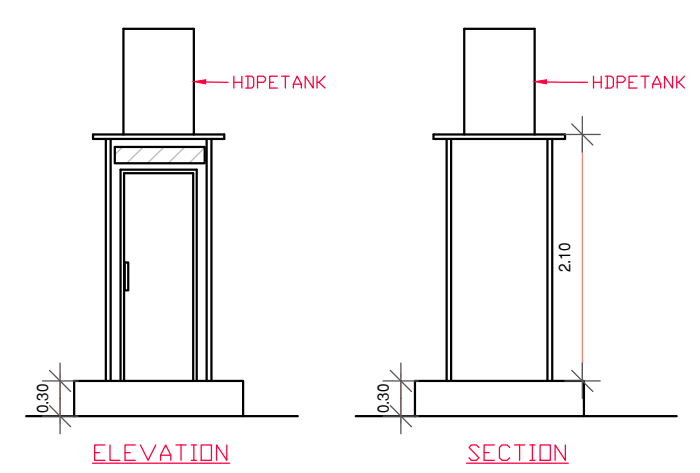
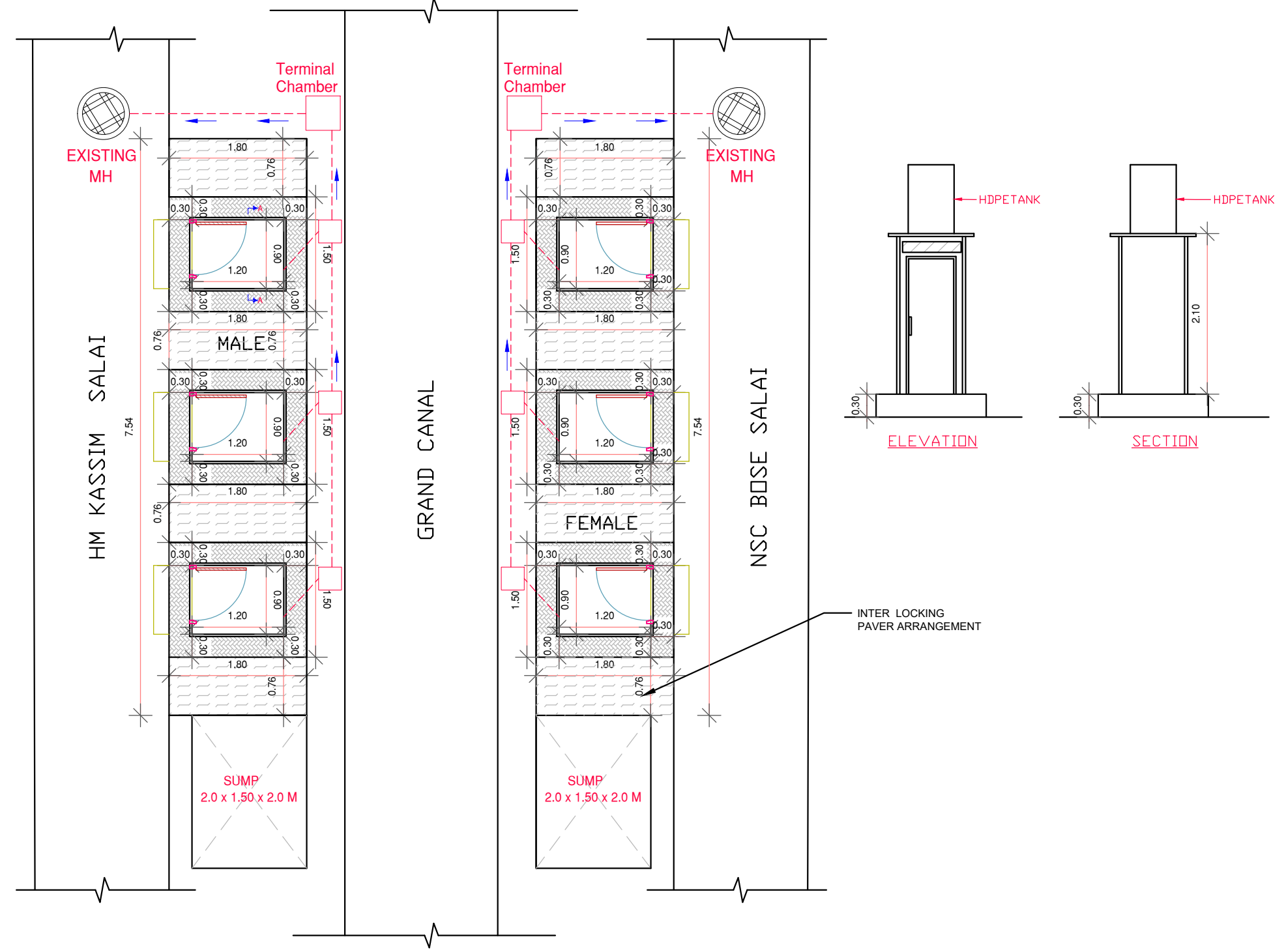
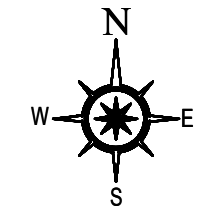
*Witness, Name, Signature, Address, Date*

*Witness, Name, Signature, Address, Date*



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## Annexure -11 Drawings



PLAN

INTER LOCKING  
PAVER ARRANGEMENT

LEGEND

Client : PUDUCHERRY SMART CITY DEVELOPMENT LIMITED  
No.2, Bussy Street, Old Court Building, Pondicherry 605001

Project Management Consultant : NIPPON KOEI INDIA PVT. LTD. Consulting Engineers  
NIPPON KOEI INDIA PVT LTD Consulting Engineers  
No.2, Bussy Street, Old Court Building, Pondicherry 605001

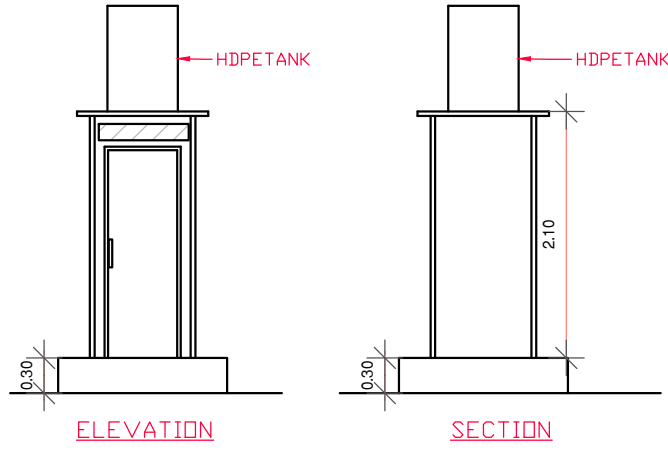
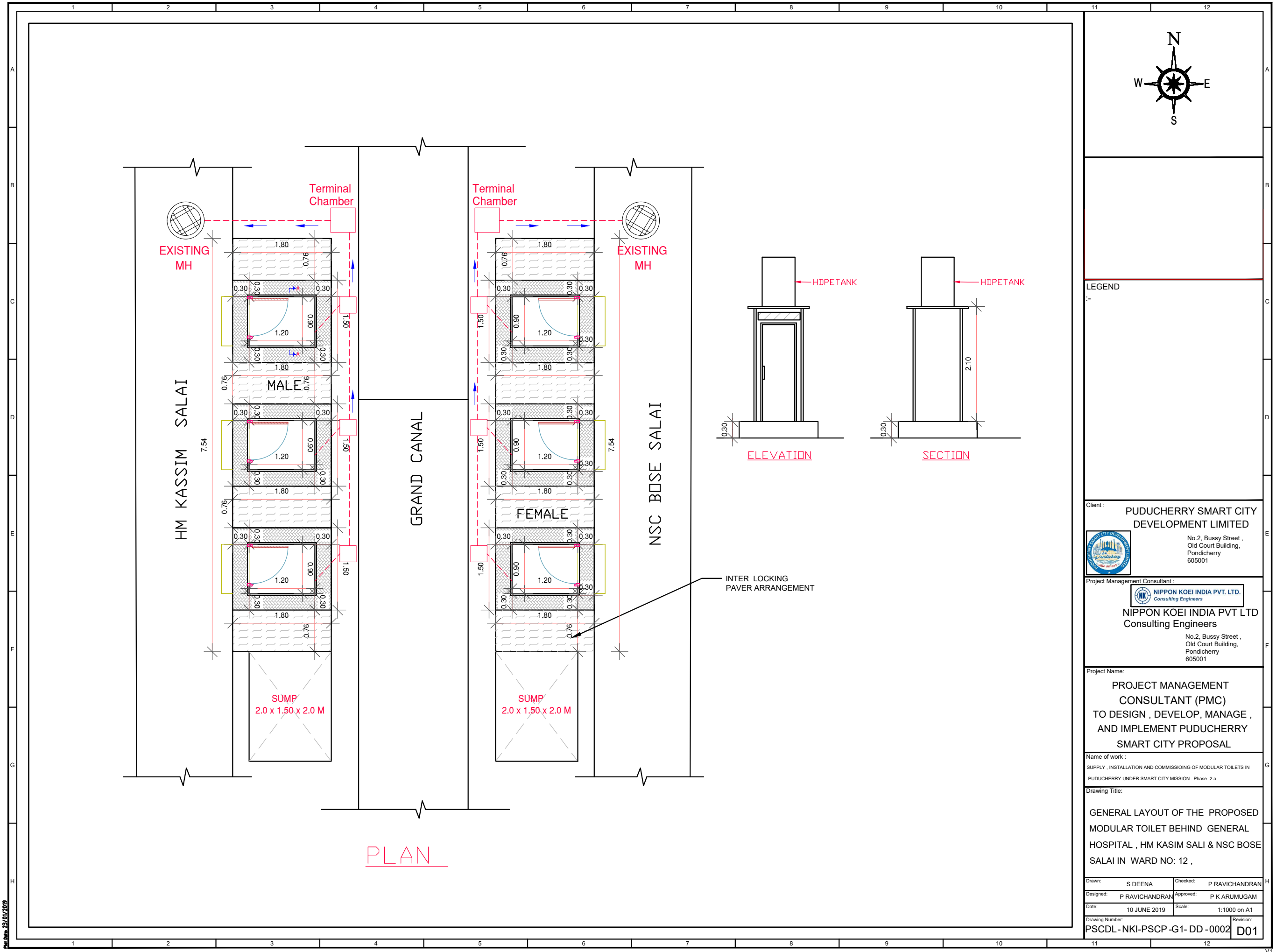
Project Name: PROJECT MANAGEMENT CONSULTANT (PMC) TO DESIGN, DEVELOP, MANAGE, AND IMPLEMENT PUDUCHERRY SMART CITY PROPOSAL

Name of work : SUPPLY, INSTALLATION AND COMMISSIONING OF MODULAR TOILETS IN PUDUCHERRY UNDER SMART CITY MISSION - Phase -2.a

Drawing Title: GENERAL LAYOUT OF THE PROPOSED MODULAR TOILET BEHIND MATERNITY HOSPITAL, HM KASIM SALI & NSC BOSE SALAI IN WARD NO: 12,

Drawn: S DEENA	Checked: P RAVICHANDRAN
Designed: P RAVICHANDRAN	Approved: P K ARUMUGAM
Date: 10 JUNE 2019	Scale: 1:1000 on A1
Drawing Number: PSCDL-NKI-PSCP-G1-DD-0001	Revision: D01

Date: 23/05/2019



PLAN

**LEGEND**

Client : PUDUCHERRY SMART CITY DEVELOPMENT LIMITED  
 No.2, Bussy Street, Old Court Building, Pondicherry 605001

Project Management Consultant : NIPPON KOEI INDIA PVT. LTD.  
 Consulting Engineers  
 NIPPON KOEI INDIA PVT LTD Consulting Engineers  
 No.2, Bussy Street, Old Court Building, Pondicherry 605001

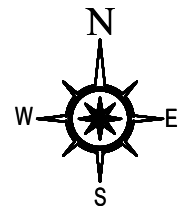
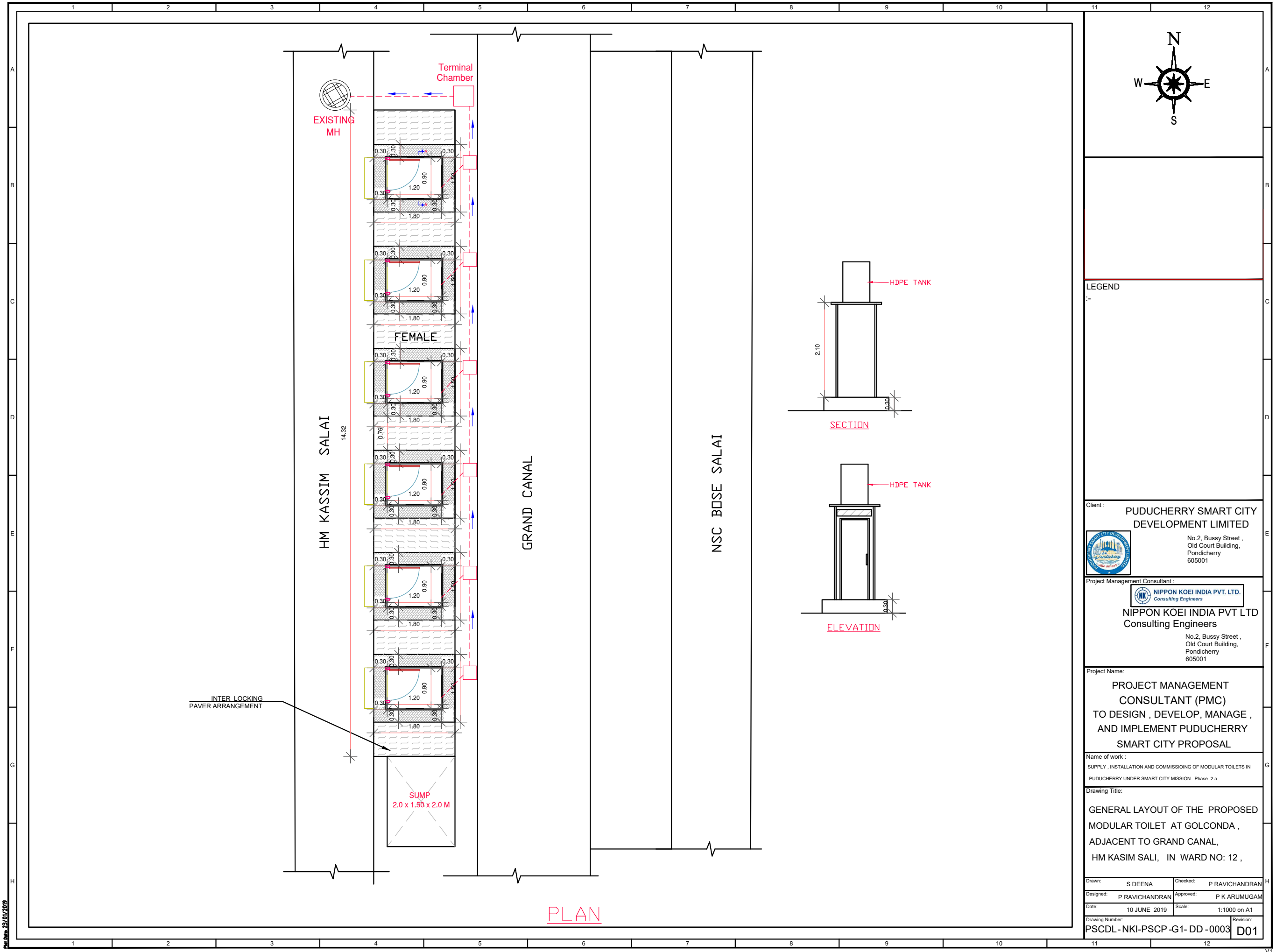
Project Name: PROJECT MANAGEMENT CONSULTANT (PMC) TO DESIGN, DEVELOP, MANAGE, AND IMPLEMENT PUDUCHERRY SMART CITY PROPOSAL

Name of work : SUPPLY, INSTALLATION AND COMMISSIONING OF MODULAR TOILETS IN PUDUCHERRY UNDER SMART CITY MISSION - Phase -2.a

Drawing Title: GENERAL LAYOUT OF THE PROPOSED MODULAR TOILET BEHIND GENERAL HOSPITAL, HM KASIM SALI & NSC BOSE SALAI IN WARD NO: 12,

Drawn: S DEENA	Checked: P RAVICHANDRAN
Designed: P RAVICHANDRAN	Approved: P K ARUMUGAM
Date: 10 JUNE 2019	Scale: 1:1000 on A1
Drawing Number: PSCDL-NKI-PSCP-G1-DD-0002	Revision: D01

Date: 23/05/2019



LEGEND

Client : PUDUCHERRY SMART CITY DEVELOPMENT LIMITED  
 No.2, Bussy Street , Old Court Building, Pondicherry 605001

Project Management Consultant :  
 NIPPON KOEI INDIA PVT. LTD.  
 Consulting Engineers  
 NIPPON KOEI INDIA PVT LTD  
 Consulting Engineers  
 No.2, Bussy Street , Old Court Building, Pondicherry 605001

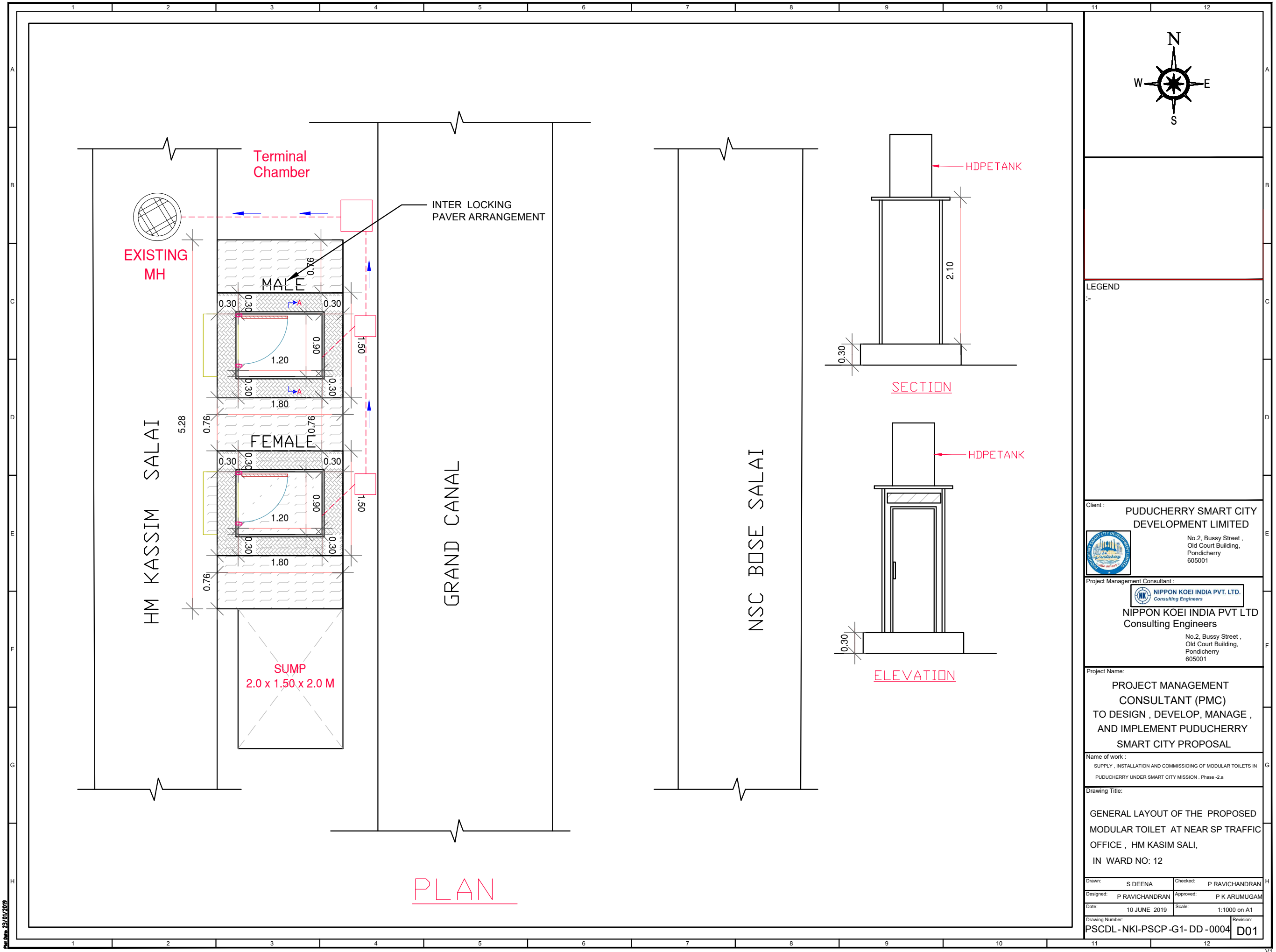
Project Name:  
 PROJECT MANAGEMENT CONSULTANT (PMC) TO DESIGN , DEVELOP, MANAGE , AND IMPLEMENT PUDUCHERRY SMART CITY PROPOSAL

Name of work :  
 SUPPLY , INSTALLATION AND COMMISSIONING OF MODULAR TOILETS IN PUDUCHERRY UNDER SMART CITY MISSION . Phase -2.a

Drawing Title:  
 GENERAL LAYOUT OF THE PROPOSED MODULAR TOILET AT GOLCONDA , ADJACENT TO GRAND CANAL, HM KASIM SALI, IN WARD NO: 12 ,

Drawn: S DEENA	Checked: P RAVICHANDRAN
Designed: P RAVICHANDRAN	Approved: P K ARUMUGAM
Date: 10 JUNE 2019	Scale: 1:1000 on A1
Drawing Number: PSCDL - NKI - PSCP - G1 - DD - 0003	Revision: D01

Date: 23/05/2019



LEGEND

Client : PUDUCHERRY SMART CITY DEVELOPMENT LIMITED  
 No.2, Bussy Street , Old Court Building, Pondicherry 605001

Project Management Consultant : NIPPON KOEI INDIA PVT. LTD. Consulting Engineers  
 NIPPON KOEI INDIA PVT LTD Consulting Engineers  
 No.2, Bussy Street , Old Court Building, Pondicherry 605001

Project Name: PROJECT MANAGEMENT CONSULTANT (PMC) TO DESIGN , DEVELOP , MANAGE , AND IMPLEMENT PUDUCHERRY SMART CITY PROPOSAL

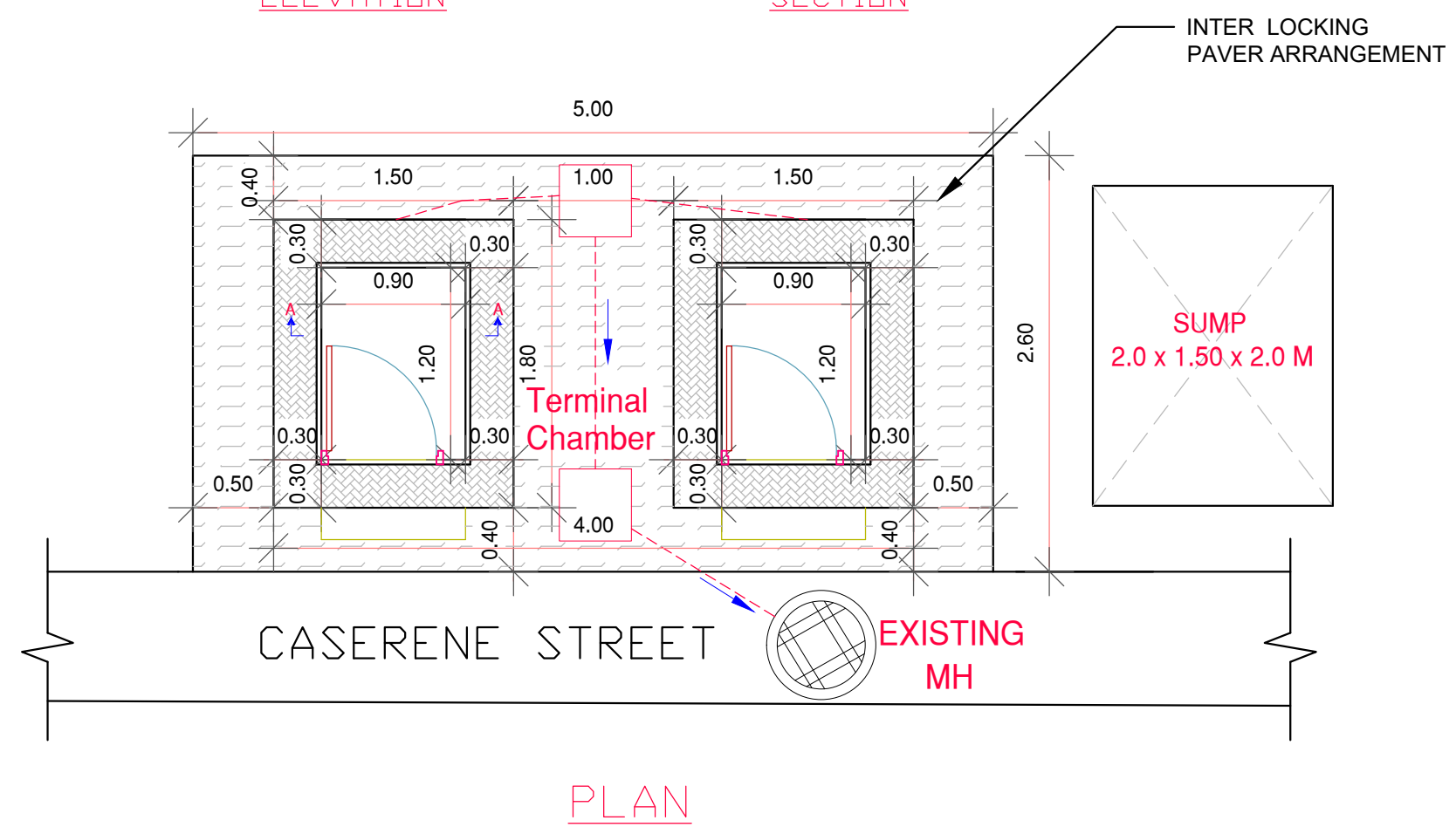
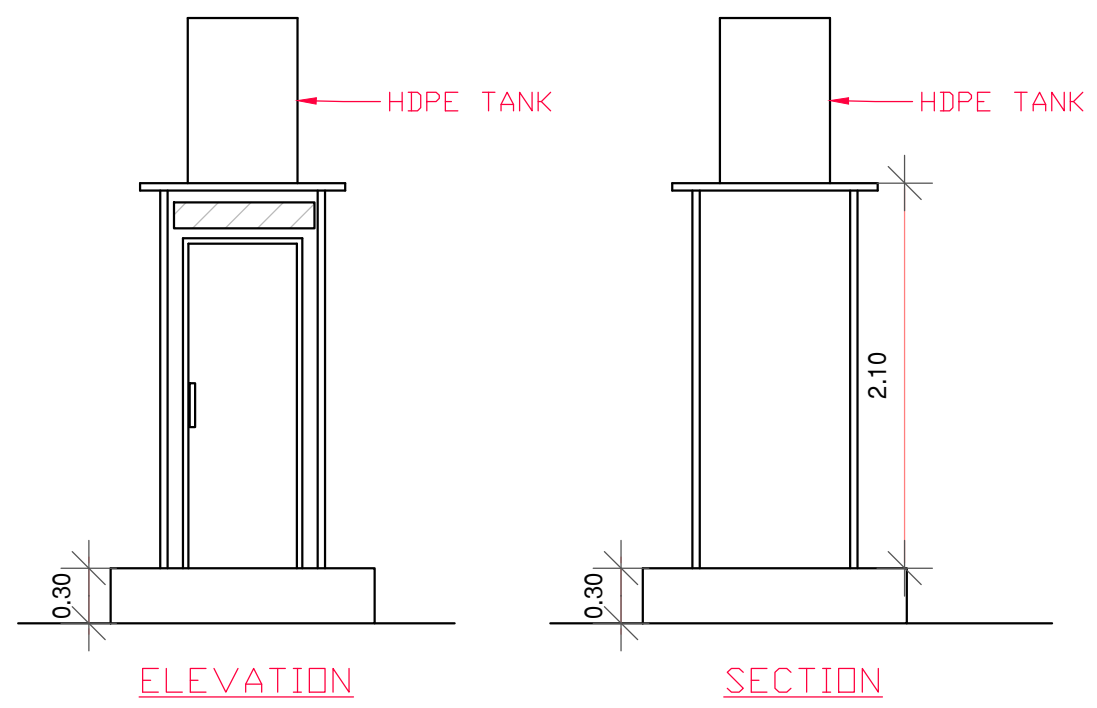
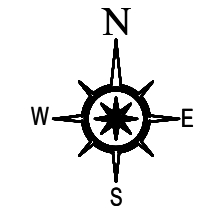
Name of work : SUPPLY , INSTALLATION AND COMMISSIONING OF MODULAR TOILETS IN PUDUCHERRY UNDER SMART CITY MISSION , Phase -2.a

Drawing Title: GENERAL LAYOUT OF THE PROPOSED MODULAR TOILET AT NEAR SP TRAFFIC OFFICE , HM KASIM SALI, IN WARD NO: 12

Drawn: S DEENA	Checked: P RAVICHANDRAN
Designed: P RAVICHANDRAN	Approved: P K ARUMUGAM
Date: 10 JUNE 2019	Scale: 1:1000 on A1
Drawing Number: PSCDL-NKI-PSCP-G1-DD-0004	Revision: D01

Date: 23/05/2019





LEGEND

Client : PUDUCHERRY SMART CITY DEVELOPMENT LIMITED  
No.2, Bussy Street, Old Court Building, Pondicherry 605001

Project Management Consultant : NIPPON KOEI INDIA PVT. LTD. Consulting Engineers  
NIPPON KOEI INDIA PVT LTD Consulting Engineers  
No.2, Bussy Street, Old Court Building, Pondicherry 605001

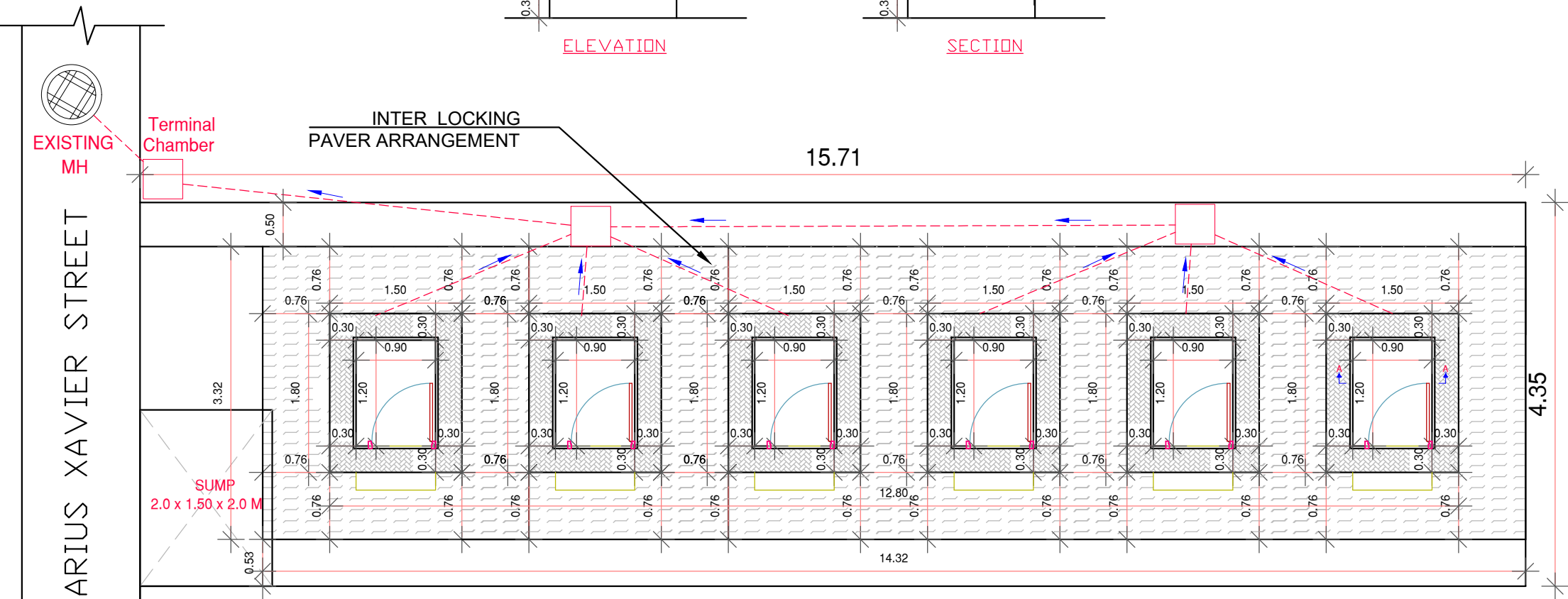
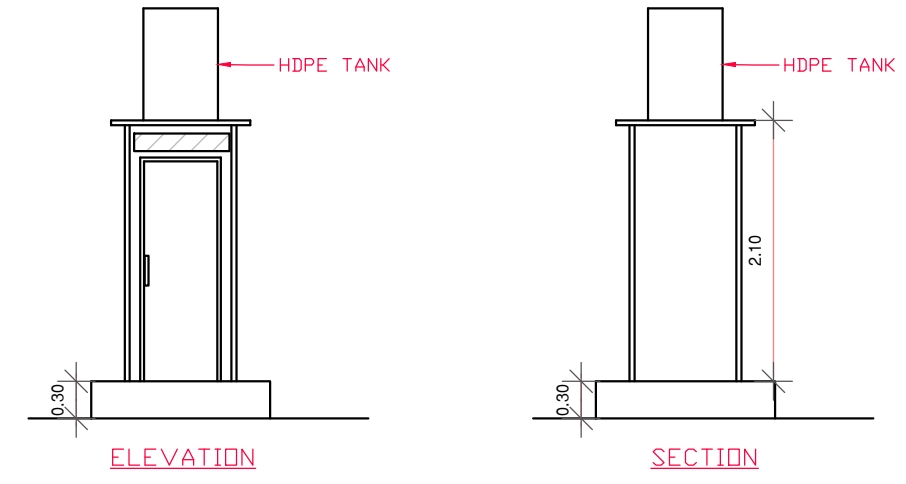
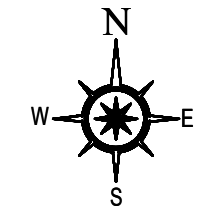
Project Name: PROJECT MANAGEMENT CONSULTANT (PMC) TO DESIGN, DEVELOP, MANAGE, AND IMPLEMENT PUDUCHERRY SMART CITY PROPOSAL

Name of work : SUPPLY, INSTALLATION AND COMMISSIONING OF MODULAR TOILETS IN PUDUCHERRY UNDER SMART CITY MISSION - Phase -2.a

Drawing Title: GENERAL LAYOUT OF THE PROPOSED MODULAR TOILET AT CASERENE STREET BEHIND UCO BANK, IN WARD NO: 12

Drawn: S DEENA	Checked: P RAVICHANDRAN
Designed: P RAVICHANDRAN	Approved: P K ARUMUGAM
Date: 10 JUNE 2019	Scale: 1:1000 on A1
Drawing Number: PSCDL-NKI-PSCP-G1-DD-0005	Revision: D01

Date: 23/05/2019



PLAN

LEGEND

Client : PUDUCHERRY SMART CITY DEVELOPMENT LIMITED



No.2, Bussy Street, Old Court Building, Pondicherry 605001

Project Management Consultant : NIPPON KOEI INDIA PVT. LTD. Consulting Engineers

NIPPON KOEI INDIA PVT LTD Consulting Engineers

No.2, Bussy Street, Old Court Building, Pondicherry 605001

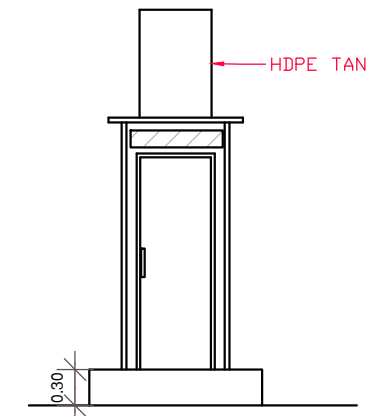
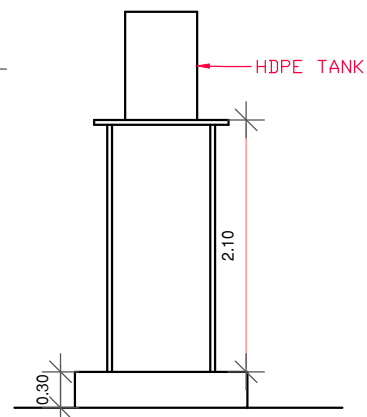
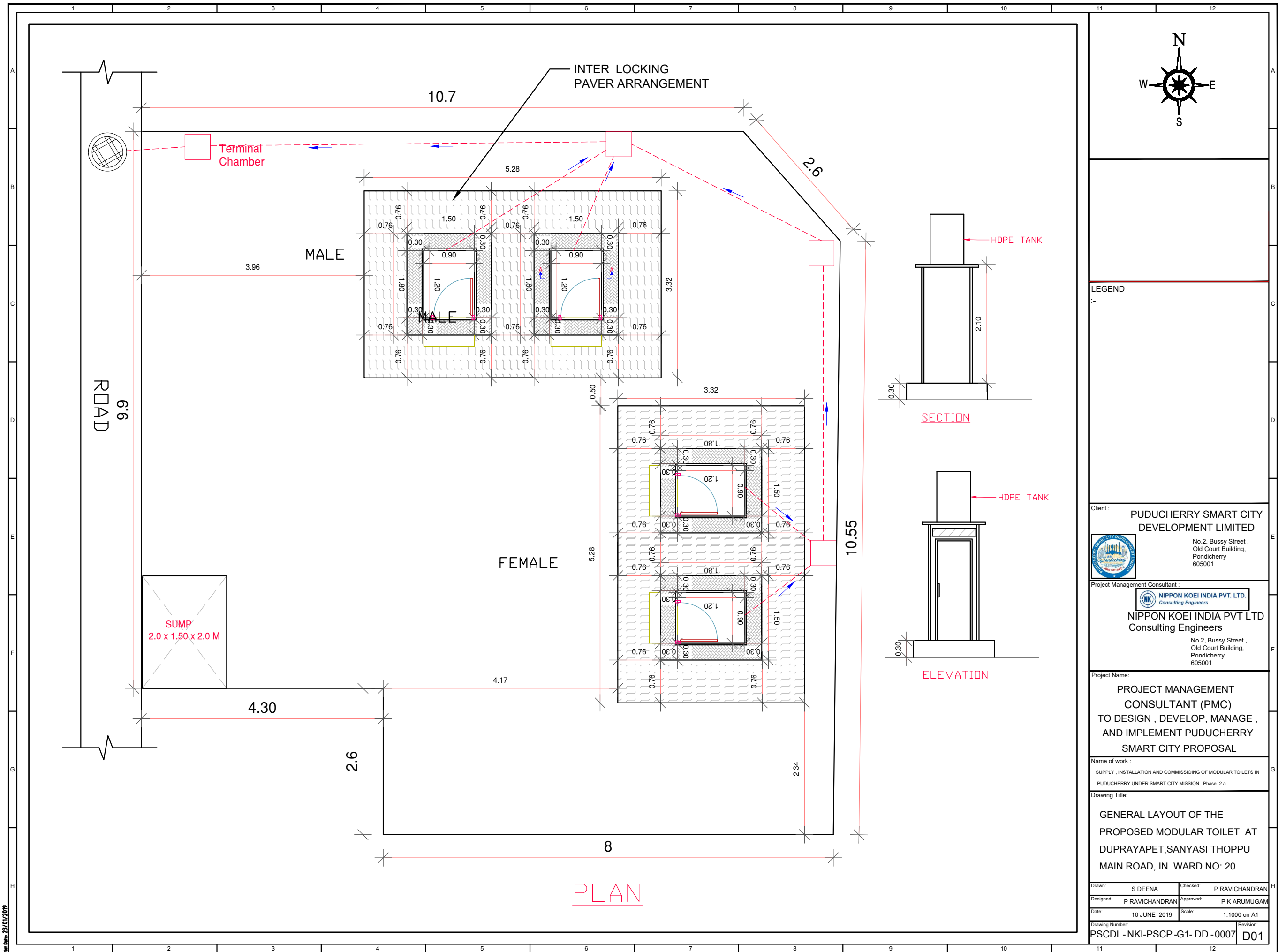
Project Name: PROJECT MANAGEMENT CONSULTANT (PMC) TO DESIGN, DEVELOP, MANAGE, AND IMPLEMENT PUDUCHERRY SMART CITY PROPOSAL

Name of work : SUPPLY, INSTALLATION AND COMMISSIONING OF MODULAR TOILETS IN PUDUCHERRY UNDER SMART CITY MISSION - Phase -2.a

Drawing Title: GENERAL LAYOUT OF THE PROPOSED MODULAR TOILET AT CAPTAIN MARIUS XAVIER STREET, IN WARD NO: 16

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Designed: RAVICHANDRAN	Approved: P K ARUMUGAM
Date: 10 JUNE 2019	Scale: 1:1000 on A1
Drawing Number: PSCDL-NKI-PSCP-G1-DD-0006	Revision: D01

Date: 23/05/2019



**LEGEND**

Client : PUDUCHERRY SMART CITY DEVELOPMENT LIMITED  
 No.2, Bussy Street, Old Court Building, Pondicherry 605001

Project Management Consultant : NIPPON KOEI INDIA PVT. LTD. Consulting Engineers  
 NIPPON KOEI INDIA PVT LTD Consulting Engineers  
 No.2, Bussy Street, Old Court Building, Pondicherry 605001

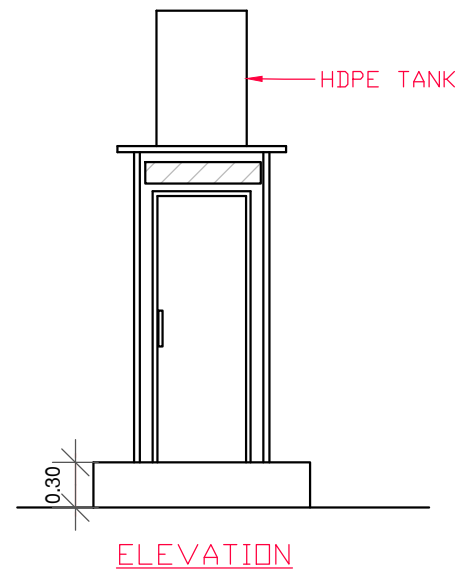
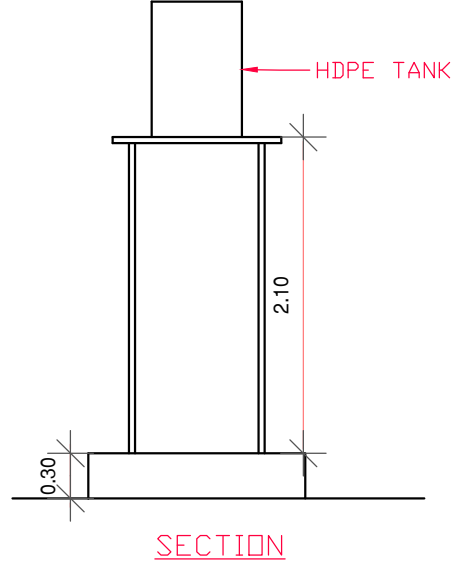
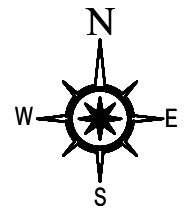
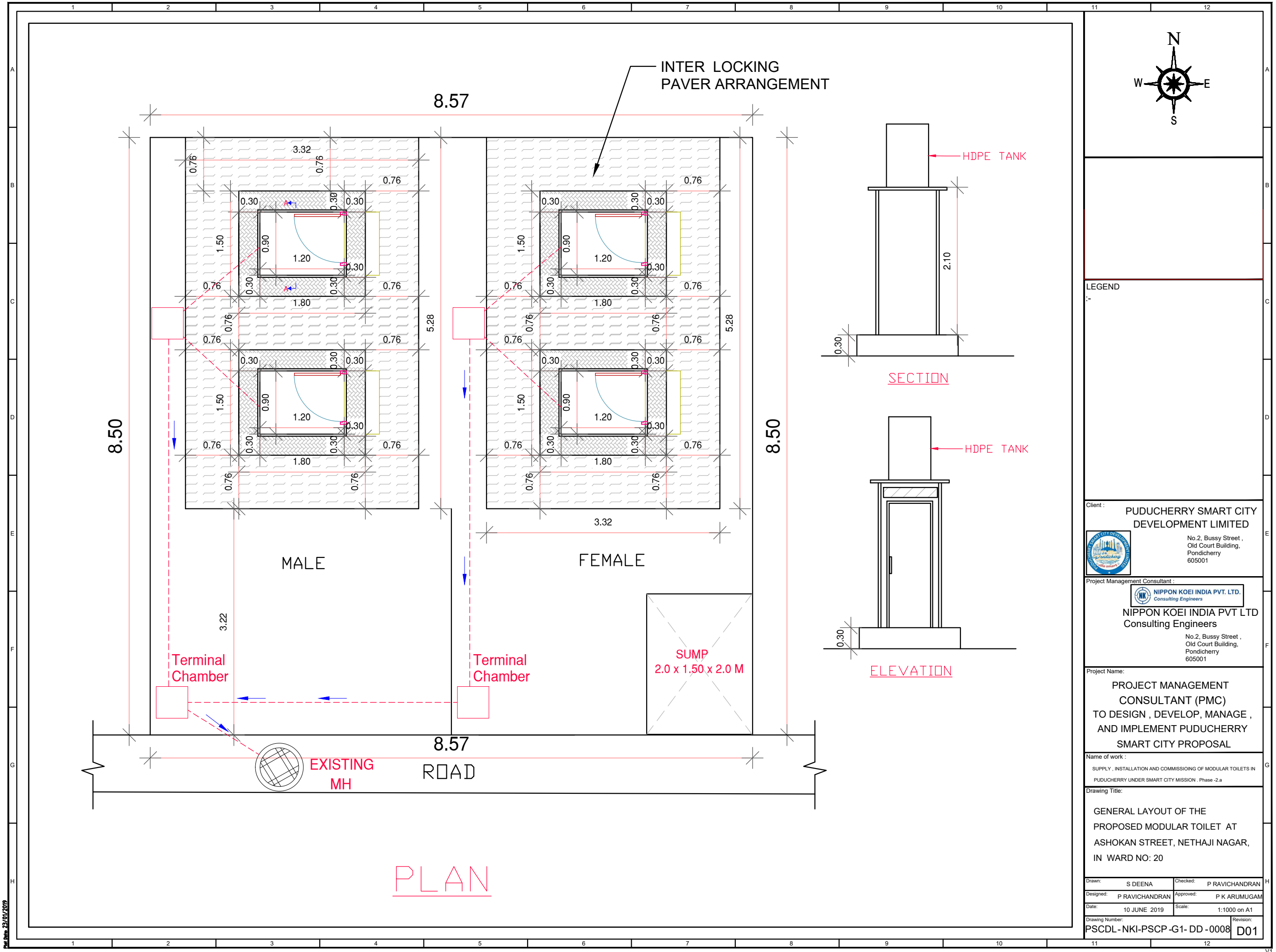
Project Name: PROJECT MANAGEMENT CONSULTANT (PMC) TO DESIGN, DEVELOP, MANAGE, AND IMPLEMENT PUDUCHERRY SMART CITY PROPOSAL

Name of work : SUPPLY, INSTALLATION AND COMMISSIONING OF MODULAR TOILETS IN PUDUCHERRY UNDER SMART CITY MISSION - Phase -2a

Drawing Title: GENERAL LAYOUT OF THE PROPOSED MODULAR TOILET AT DUPRAYAPET, SANYASI THOPPU MAIN ROAD, IN WARD NO: 20

Drawn: S DEENA	Checked: P RAVICHANDRAN
Designed: P RAVICHANDRAN	Approved: P K ARUMUGAM
Date: 10 JUNE 2019	Scale: 1:1000 on A1
Drawing Number: PSCDL-NKI-PSCP-G1-DD-0007	Revision: D01

Date: 23/05/2019



LEGEND

Client : PUDUCHERRY SMART CITY DEVELOPMENT LIMITED  
 No.2, Bussy Street , Old Court Building, Pondicherry 605001

Project Management Consultant : NIPPON KOEI INDIA PVT. LTD. Consulting Engineers  
 NIPPON KOEI INDIA PVT LTD Consulting Engineers  
 No.2, Bussy Street , Old Court Building, Pondicherry 605001

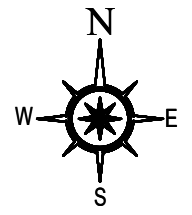
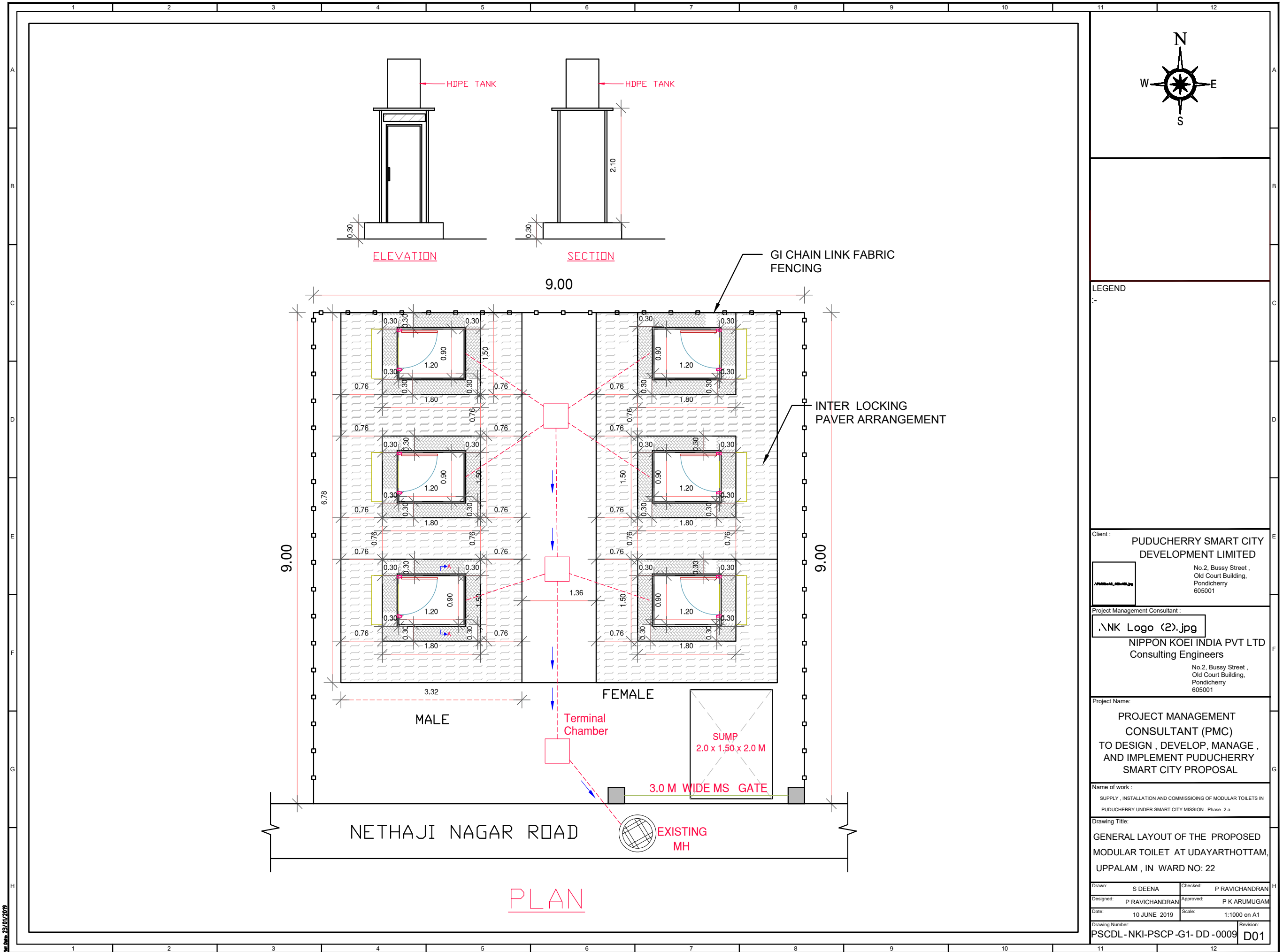
Project Name : PROJECT MANAGEMENT CONSULTANT (PMC) TO DESIGN , DEVELOP, MANAGE , AND IMPLEMENT PUDUCHERRY SMART CITY PROPOSAL

Name of work : SUPPLY , INSTALLATION AND COMMISSIONING OF MODULAR TOILETS IN PUDUCHERRY UNDER SMART CITY MISSION . Phase -2.a

Drawing Title : GENERAL LAYOUT OF THE PROPOSED MODULAR TOILET AT ASHOKAN STREET, NETHAJI NAGAR, IN WARD NO: 20

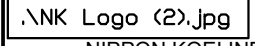
Drawn: S DEENA	Checked: P RAVICHANDRAN
Designed: P RAVICHANDRAN	Approved: P K ARUMUGAM
Date: 10 JUNE 2019	Scale: 1:1000 on A1
Drawing Number: PSCDL - NKI - PSCP - G1 - DD - 0008	Revision: D01

23/05/2019



LEGEND

Client : **PUDUCHERRY SMART CITY DEVELOPMENT LIMITED**  
 No.2, Bussy Street ,  
 Old Court Building,  
 Pondicherry  
 605001

Project Management Consultant :  
 **NIPPON KOEI INDIA PVT LTD**  
 Consulting Engineers  
 No.2, Bussy Street ,  
 Old Court Building,  
 Pondicherry  
 605001

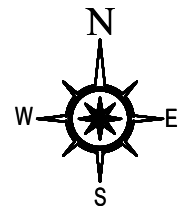
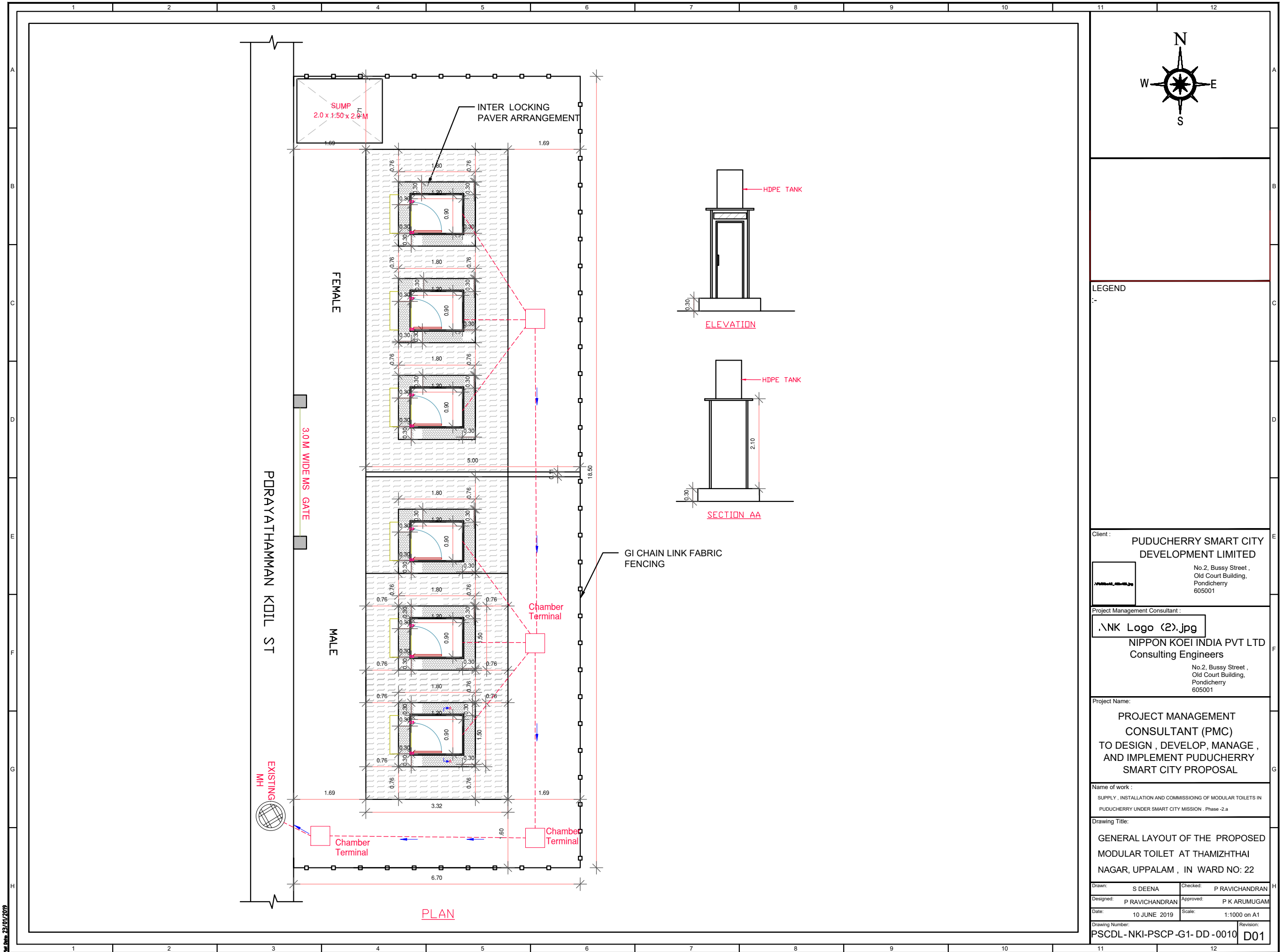
Project Name:  
**PROJECT MANAGEMENT CONSULTANT (PMC) TO DESIGN , DEVELOP , MANAGE , AND IMPLEMENT PUDUCHERRY SMART CITY PROPOSAL**

Name of work :  
 SUPPLY , INSTALLATION AND COMMISSIONING OF MODULAR TOILETS IN PUDUCHERRY UNDER SMART CITY MISSION - Phase -2.a

Drawing Title:  
**GENERAL LAYOUT OF THE PROPOSED MODULAR TOILET AT UDAYARTHOTTAM, UPPALAM , IN WARD NO: 22**

Drawn: S DEENA	Checked: P RAVICHANDRAN
Designed: P RAVICHANDRAN	Approved: P K ARUMUGAM
Date: 10 JUNE 2019	Scale: 1:1000 on A1
Drawing Number: PSCDL - NKI - PSCP - G1 - DD - 0009	Revision: D01

23/05/2019



LEGEND

Client : PUDUCHERRY SMART CITY DEVELOPMENT LIMITED  
 No.2, Bussy Street , Old Court Building, Pondicherry 605001

Project Management Consultant :  
 NIPON KOEI INDIA PVT LTD Consulting Engineers  
 No.2, Bussy Street , Old Court Building, Pondicherry 605001

Project Name:  
 PROJECT MANAGEMENT CONSULTANT (PMC) TO DESIGN , DEVELOP , MANAGE , AND IMPLEMENT PUDUCHERRY SMART CITY PROPOSAL

Name of work :  
 SUPPLY , INSTALLATION AND COMMISSIONING OF MODULAR TOILETS IN PUDUCHERRY UNDER SMART CITY MISSION . Phase -2.a

Drawing Title:  
 GENERAL LAYOUT OF THE PROPOSED MODULAR TOILET AT THAMIZHTHAI NAGAR, UPPALAM , IN WARD NO: 22

Drawn: S DEENA	Checked: P RAVICHANDRAN
Designed: P RAVICHANDRAN	Approved: P K ARUMUGAM
Date: 10 JUNE 2019	Scale: 1:1000 on A1
Drawing Number: PSCDL - NKI - PSCP - G1 - DD - 0010	Revision: D01

Date: 23/05/2019