

OFFICE OF THE
MUNICIPAL COUNCIL, VYASANAGAR
JAJPUR ROAD, PIN-755019
Tel.No.06726-220207
Email-vyasanagarmunicipality@gmail.com

No. 183

Date.24.1.19

NOTICE INVITING EXPRESSION OF INTEREST

1. Limited Expression of interest is invited from Govt of Odisha in H&UD Department empanelled agencies communicated vide letter No.9430/dt.26.4.17 having valid GST registration, PAN & other related documents /interested Local Women SHGs for **“Operation & Maintenance of Public Toilets & Community Toilets as detailed in the table below (comprises of toilets, urinal seats and bathing spaces) of Vyasaganar Municipality**. The toilet complex shall be licensed to the selected agencies/SHGs for a period of **10 (Ten) years for its operation & maintenance**. However, the title of the land will continue to remain with the Vyasaganar Municipality. User charges shall be collected from the users of Public Toilet only and no users charges shall be collected from the users of Community Toilet. The charges per users per use will be decided by the **Vyasaganar Municipality** from time to time in consultation with implementing agency concerned.

Sl.No	Name of Work	Contract Period	Cost of bid document in Rs. (Non-refundable)	EMD in Rs.	Last Date & Time of Sale of Bids.	Last date & time for submission of bids
1	2	3	4	5	6	7
1	Selection of Agency to carry out Operation & Maintenance of Public Toilet/Community Toilet complex / Urinal Blocks at different places in Vyasaganar Municipality	10 (Ten) Years	4,000.00 (Rupees Four thousand only)	25,000.00 (Rupees Twenty Five Thousand Only)	Up to 1.00 P.M of dt. 7.2.19	Up to 11.00 AM of dt. 12.2.19

2. The details of the bid & bid document can be down loaded from the website: www.jajpur.nic.in from **11.00 AM on dt.29.1.19 to 1.00 PM on dt.7.2.19**. The filled-up bid document will be received **up to 11.00 AM on dt.12.2.2019** through registered /speed post only.
3. The Bid documents (RFP) can also be obtained directly from the office of Vyasaganar Municipality (in shape of CD media) on or before the last date and time of sale on payment of cost of bid as in column -4 of the above table in shape of account payee demand draft drawn in any Nationalized Bank/Scheduled Bank drawn on or before the last date of sale of bid documents, in favour of the Executive Officer, Vyasaganar Municipality payable at Jajpur Road, Jajpur.
4. The bid must accompany with the cost of bid document (for downloaded RFP document) & EMD of required value as specified above in shape of Bank demand draft drawn in any Nationalized Bank/Scheduled Bank in favour of ‘the Executive Officer, Vyasaganar Municipality payable at Jajpur Road, Jajpur, failing which the bid shall be out rightly rejected.
5. The application containing (1) Technical Proposal; and (2) Financial Proposal in the prescribed formats sealed in two separate envelopes, completed in all respects, shall be submitted to the Executive Officer, Vyasaganar Municipality clearly super scribing on another big envelope “APPLICATION/ PROPOSAL FOR OPERATION AND MAINTENANCE OF PUBLIC /COMMUNITY TOILETS/URINALS AT DIFFERENT LOCATIONS OF VYASANAGAR MUNICIPALITY” through Registered **post/Speed post only** on or before **11.00 AM on dt.12.2.2019**. Submission of RFP by fax, email or other electronic means will not be accepted. It is the responsibility of interested party alone to ensure that its EOI is delivered at the prescribed address by the stated deadline. The ULB shall not be held responsible for any delay in delivery or loss of document(s) during transit.
6. The RFP will be opened at **12.30 PM on dt.12.2.19** in presence of the applicants or their authorized representatives who ever is present. If the offices happens to be closed on the date of receipt or opening of the RFP as specified, the RFPs will be received / opened on the next working day at the same time and venue. The RFPs will not be accepted after due date and time.

7. Conditional RFPs will not be accepted.
8. The prospective applicants are advised to inspect the Community Toilet/Public Toilet (CT/PT) of Vyasaganar Municipality on any working days during office hours. The selected Agency has to follow the instruction of the Authority/Engineer in charge during Operation & Maintenance of the Community Toilet/Public Toilet (CT/PT).
9. The applicant may be entrusted with O & M of CT / PTs to be constructed within the Municipality on the agreed terms and conditions.
10. Any other information/clarification can be had from the office of the undersigned during office hours on all working days.
11. This RFP is not an offer and is issued with no commitment. Vyasaganar Municipality reserves the right to amend or withdraw any of the terms and conditions contained in the RFP document at any stage. Vyasaganar Municipality also reserves the right to reject any or all bids should it be so necessary at any stage, without giving any notice or assigning any reason. The decision of Vyasaganar Municipality in this regard shall be final and binding on all.

**Executive Officer
Vyasaganar Municipality**

Memo No. **184** / Dt. **24.1.19**

Copy submitted to the Govt empanelled agencies such as The Sanskar, College Square, Cuttack/Corporate House Keeping Services (India) Private Limited, Gulmohar Enclave Extension, New Delhi Office In Odisha , Patia, BBSR/International Institute of Sulabh Systems, Airport Area, Bhubaneswar/ Social Welfare Agency & Training Institute, Paburia, Kandhamal, Odisha Regd office at Berhampur /Akhila Bharatiya Paryavaran Ewam Gramin Vikash Sanstan, Exhibition Road, Patna/Sakti Sikha Development Society, Baripada Odisha/ROSE Social Service Organization, Suraram 'X' Road, Hyderabad/NIRDES , Ganjam, Odisha/Mandoduri Swechhasebi Yuvak Sangha, Dengausta, Chhanameri, Ganjam/Sarvodaya Sansthan, Andhra Pradesh, Telengana /Manju Services, Cuttack , Odisha for information. They are requested to go through the RFP document in detail & participate in the bidding process.

**Executive Officer
Vyasaganar Municipality**

Memo No. **185** / Dt. **24.1.19**

Copy submitted to the NIC, Jajpur for favour of kind information and necessary action with a request to upload the RFP in the District Website for display and download from **11.00 AM on dt.29.1.19 to 1.00 PM of 7.2.19**.

**Executive Officer
Vyasaganar Municipality**

Memo No. **186** / Dt. **24.1.19**

Copy to the Office Notice Board for wide publication for information and necessary action.

**Executive Officer
Vyasaganar Municipality**

Memo No. **187** / Dt. **24.1.19**

Copy submitted to the Editor, "**The Samaj**" / "**The Dharitri**" for publication in the news paper for one day publication on or before **dt.29.1.19** within 200 sqcm area. Payment shall be made as per the Govt approved rate.

**Executive Officer
Vyasaganar Municipality**

REQUEST FOR PROPOSAL

RFP TITLE: OPERATION-MAINTENANCE OF COMMUNITY TOILETS/PUBLIC TOILETS & ALLIED AMENITIES /URINALS

RFP No:

RFP DATE: 24.1.19

AGREEMENT PERIOD: 10 YEARS

DATE OF ISSUE: 24.1.19

CLOSING DATE: 7.2.19 up to 1.00 PM

DATE AND TIME OF OPENING OF BID: 12.2.2019 at 12.30 PM.

Background Information

The rapid growth of Vyasaganar town has cast an enormous strain on the town's infrastructure. Realizing that government agencies alone cannot cater to the massive infrastructure needs of the town, Vyasaganar Municipality has initiated various measures to create/improve the town's sanitation infrastructure under "Swachh Bharat Mission".

In this context, proposals are invited from Govt of Odisha in H&UD Department empanelled agencies communicated vide letter No.9430/dt.26.4.17 /interested Local Women SHGs, to operate and maintain the Public Toilets/Community Toilets in Vyasaganar Municipality. The Tender committee of the Municipality will scrutinize and evaluate the proposals received and select the bidders as per the merits of the proposal.

The RFP includes the following documents:

1. Terms of References (ToR)
2. Technical Proposal
3. Financial Proposal

01. TERMS OF REFERENCE (TOR)

The proposed toilet complex site shall be licensed to the selected agencies/organizations for a period of 10 years. However, the title of the land will continue to remain with the ULB. The selected bidders shall maintain the toilets for a period of 10 years from the date of issue of letter of award. User charges shall be collected from the users of Public Toilet only. The charges per users per use will be decided by the ULB from time to time in consultation with implementing agency concerned. No user charges shall be collected from the users of community toilet.

I. Conditions:

- a) The agency shall collect the user charges for any facilities (urinals / toilets/bathing blocks) as per the decision of the Vyasaganar Municipality. No user charges shall be collected from the users of community toilet.
- b) The Municipality shall fix timing of the opening and closing of the Public Toilet/Community Toilet.
- c) Required water for washing and cleaning and electricity charges shall be borne by the agency itself.
- d) The agency shall maintain the above toilets for 10 years .The Municipality will grant license for a period of 10 years.

II. Selection Process

The tender committee of the Municipality will evaluate the RFPs and select the bidders as per the merits of the proposal and the following criteria;

- a. Amount to be paid by Vyasaganar Municipality to the successful bidder for the O&M of all the **Community toilets & Urinal near Railway station as per the financial proposal.**
- b. Amount to be paid by successful bidder to Vyasaganar Municipality on monthly basis as royalty for the O&M of all the **Public toilets** as per the financial proposal.

III. Eligibility Criteria

- a) The Applicant shall be either an agency empanelled by the Govt of Odisha in H & UD Department as notified vide letter No.9430/dt.26.4.17 or an interested Local Women SHG.
- b) The applicant must have necessary financial resources to be able to operate the facility.
- c) The applicant must have the capacity to mobilize the required manpower to operate the facility.
- d) Preference will be given to applicants who are engaged in same or similar works and have experience in the field. Documentary evidences shall be required to confirm the experience.
- e) The bidder should have a valid PAN and Service tax registration certificate (Not mandatory in case of SHGs)

IV. Documents to be attached with the Application

The RFP shall include the following documents.

- a) Organization details of current activities, background of promoters & management structure.
- b) Details of projects of similar nature successfully implemented in the past 5 years including the period of implementation, cost & other project features.
- c) Annual reports and Audit Statements of the past three (3) financial years.

- d) Valid copy of registration certificate of the agency, GST registration certificate, PAN and other related documents etc.

V. Performance Security against the service

Within 15 (Fifteen) days of the receipt of LOA from Authority the successful Bidder shall furnish the Performance Security for an amount equal to Rs. 50,000/- (Rupees Fifty thousand Only), in shape of Fixed Deposit Receipt of any Nationalized Bank/Scheduled Bank having maturity period of 3 months beyond the contract completion date duly pledged in favour **the Executive Officer, Vyasagar Municipality** payable **at Jajpur Road, Jajpur**. The **Performance Security** shall be returned back to operator within 3 months of the contract period expiry after deducting all penalties, if any. In the event of request from the successful bidder the Earnest Money Deposit can be adjusted towards the performance security.

VI. Standards of Maintenance of Public Toilets

- a) The agency shall engage one person for every unit of the Public Toilet for cleaning and washing the unit round the clock, including public holidays to carry out the following Sanitation works:
- Daily washing with water
 - Daily phenyl washing.
 - Sweeping up to 50 mtrs around the structure and sprinkling of disinfectant mixture of 200 gms (50 gms bleaching powder and 150 gms lime).
 - 0.5 litres of acid per unit.
 - Removal of solid waste.
 - Custodian duty (protecting the structure against damage and misuse) and to prevent open urination surrounding the unit.
 - Removal of handbills and washing of scrubbing inside and outside the structure.
- b) The agency shall have to furnish weekly report in the prescribed proforma to the Municipality through the Sanitary Inspector/ Supervisor.
- c) The agency or his representative shall personally visit the Public toilets regularly twice a day to keep watch over the performance of the workers employed by him/her.
- d) The agency shall carry out the work by engaging men and equipment and provide the disinfectants and implements for cleaning and arrange for sufficient water supply at the urinal / toilets for cleaning.
- e) The agency should arrange for sufficient water supply at the structure for cleaning and washing.
- f) The following implements / disinfectants shall be supplied by the Agency to the staff Engaged by them.
- Compressor propelled mechanized cleaner
 - Cleaning Brooms
 - Sweeping brooms
 - Coir brush
 - Scraping Sheet
 - Bamboo Basket
 - Plastic containers
 - Bamboo Reapers
 - Plastic Buckets
 - Plastic Mug
 - Sponge piece
 - Washing Soap
 - Identity Card
 - Apron inscribed VNM
 - Phenyle
 - Acid
 - Bleaching powder and lime powder

- g) The officials authorized by the Executive Officer, Vyasaganar Municipality will supervise the work from time to time and point out any unsatisfactory service rendered by the selected agency and shall be entitled to give suggestions as may be considered necessary and the selected agency shall be bound to carry out the work.
- h) In the event of incomplete and unsatisfactory service, negligence or slackness is found by the agency in carrying out the work, the Executive Officer, Vyasaganar Municipality shall call for the explanation and terminate the contract, if there is no improvement even after (repeated) instructions.
- i) The selected agency shall ensure that the labour engaged by him/her to carry out the work shall not claim any right whatsoever against Vyasaganar Municipality by virtue of service rendered under this contract and shall not hamper the work by resorting to demonstration, agitation etc.
- j) The selected agency shall be held responsible for all or any of the act done by the staff /workers and shall be alone responsible for the payment of wages or any loss or damage caused by them during the course of service or work undertaken and shall also be responsible and be liable for payment of any compensation under workmen compensation Act. The Vyasaganar Municipality will not be liable for any such event whatsoever.
- k) That agency shall not engage child labour and shall agree and permit the workers to avail weekly off.
- l) The agency should make available Suggestion Box and Complaint Register within the premises of the Public Toilets for users.
- m) The agency shall not sublease or assign any part or portion of the work or the whole on the basis of the commission to others. If such conduct or action is found and brought to the notice of the Vyasaganar Municipality, the Vyasaganar Municipality is entitled to rescind and cancel the contract altogether.
- n) The Vyasaganar Municipality has the authority either to suspend or to cancel the contract when it is not desirable to continue the contract at any point of time without giving any notice.
- o) The Vyasaganar Municipality also reserves the right to alter, modify, change or remove any of the conditions mentioned in the agreement without any reason.

VII. Penalties for Lapses / Shortfalls in O&M of Public Toilets

The penalty amounts will be levied to the agency if the maintenance is not done satisfactorily on any particular day or on receipt of any specific complaint to the effect that the cleaning is unsatisfactorily and also for not following the conditions laid down as follows.

No	Performance indicator	Penalty per item/all items/per day
1	Sweeping of the entire complex not done and sprinkling of disinfectants not done (once daily)	Rs 25/ per day
2	Cleaning and washing of the entire complex not attended (once daily)	Rs 20/ per day
3	Cleaning and washing of toilets not attended (every hour)	Rs 30/ per day
4	Supervisor absent (per day at each unit)	Rs 25/ per day
5	Phenyle not used (per wash)	Rs 5/ per day
6	Acid not used (weekly)	Rs 3/ per day
7	On genuine complaint from the user(s)	Rs 20/ per day
8	On report from the inspection team/ visiting Officer	Rs 50/ per day

VIII. Model Agreement/Terms & Conditions for O & M of Public Toilet

- a) This AGREEMENT shall be governed in accordance with the laws of India.
- b) The selected bidders shall Operate and maintain the Public toilets for a period of **10 years**. User charges shall be collected from the users (urinals/ toilets/bathing).
- c) Yearly Renewal will be considered after Licensed Period subject to satisfactory performance during the preceding period.
- d) The Vyasaganar Municipality shall provide Public Toilet to the agency in terms of size, location and workability etc. The title of the land will continue to vest with the Vyasaganar Municipality.
- e) The Vyasaganar Municipality shall fix timing of the opening and closing of the complex. It should remain open round the clock.
- f) The agency shall collect the user charges from the users of Public toilet which is to be approved by the Vyasaganar Municipality. Any revision in charges shall be determined by the Vyasaganar Municipality in its sole discretion.
- g) The agency shall operate and maintain the complexes to the entire satisfaction of Vyasaganar Municipality and clean regularly the toilets, urinals, floors, walls, and ceilings of the interior as well as the exterior of the complexes and ensure continuous serviceability as also continuous availability of clean water. He/she shall ensure that the requisite quantity of cleaning materials such as phenyl, acid, naphthalene balls are used to ensure that the toilets look clean and free from foul smell at all time and that soap, towels, hand driers are available to the extent required.
- h) The selected agency/ organization shall maintain the facility as per a maintenance schedule agreed between the two. The Vyasaganar Municipality may engage third party evaluators to check the quality of maintenance and in case the maintenance is found to be deficient, the Vyasaganar Municipality may fine the agency/ organization.
- i) The agency shall ensure that each toilet structure displays a signboard "Operate and maintained by _____, for Vyasaganar Municipality" along with the logo and well lit Public Convenience prominently on the walls of the structure. The height of this letter shall be at least 15 cm.
- j) The charges towards electricity, water, sewage and other such amenities as required by the agency shall be included in the maintenance cost and will not borne by the Vyasaganar Municipality.
- k) The agency will have to pay an annual license fees to the Vyasaganar Municipality as quoted in the financial bid. Vyasaganar Municipality shall fix the reserve price.
- l) The agency shall not display or allow to display or exhibit any picture / posture /statute or other articles in any part of the premises that are repugnant to the general standards of morality. The agency expressly agrees that the decision of the Vyasaganar Municipality in this regard shall be conclusive and binding on the agency.
- m) There should be provision of advertisement spaces in each public toilet. The size of the advertisement space should be decided by Vyasaganar Municipality in consultation with the selected agency.
- n) The agency shall ensure that the premises are not used for playing games etc. which involves stakes / betting, play cards etc. or for any un-lawful activities.
- o) The Agency/ organization can use the premises for displaying any bill boards, advertisements, neon / glow signs etc after obtaining permission for the same from Vyasaganar Municipality. The advertising policy for generating revenue will be regulated by the Vyasaganar Municipality.
- p) The agency shall ensure adequate water for general cleanliness of the public Toilets for which Vyasaganar Municipality shall have no objection to the agency for installing a tube well at each site in addition to the water that may be supplied. Rain water storage can be incorporated as an additional requirement to decrease burden on portable water from public utility or underground.

- q) The agency shall prepare an inventory of the fittings and fixtures that are installed in the public Toilets and will also provide the necessary details to Vyasaganar Municipality before execution of the agreement. The possession of the entire structure along with fittings and fixtures provided in the public convenience will be handed over to the Vyasaganar Municipality on the conclusion of the agreement without causing any damage.
- r) The title of interest, ownership and rights with regard to public Toilets O & M by the agency for Vyasaganar Municipality along with fixtures / fittings provided therein and the land allotted by the Vyasaganar Municipality shall vest with the Vyasaganar Municipality except that these will be operated and maintained by the agency as agreed in this agreement.
- s) In case of loss due to theft or damage to the assets created in the public Toilets, the agency shall be responsible for making good the same immediately at its own cost and shall continue to keep the complex operational and available for public use, to all times, as prescribed.
- t) Disputes if any arising during the Operation & maintenance period between Vyasaganar Municipality and the agency shall be referred to the sole arbitration of the Vyasaganar Municipality or a person nominated by him (the fact that the person so nominated is also an employee of Vyasaganar Municipality shall not be a bar on his acting as an Arbitrator, nor shall any of the parties have any objection to his nomination for the said reason). The decision of the Sole Arbitrator so appointed shall be final and binding on both the parties. The venue of Arbitration shall be at Vyasaganar. The courts in Vyasaganar shall have exclusive jurisdiction, to the exclusion of all other suits.
- u) The Vyasaganar Municipality shall have the right to cancel / remove / terminate the agreement at any stage in case of breach of any of the stipulated terms and condition by the agency or in case their performance is not found satisfactory. The Vyasaganar Municipality shall be entitled to terminate the agreement in case of any negligence or lapse on the part of the agency in respect of the regular maintenance of the public Toilets in clean and hygienic conditions and to keep the public convenience in a state of good repairs at the cost of agency.
- v) The Public Toilet and the work assigned to the agency by the Vyasaganar Municipality shall not be transferred by the agency to any person, trust, society or institution in any manner whatsoever at any time whether during or after the termination of this agreement.
- w) The premises of public Toilets complex shall not be used by the agency for purpose other than that for which it is allowed under the agreement for operation and maintenance.
- x) Provision of care-taker rest room should be made within the premises of the public toilet preferably at the entrance of the building.
- y) The agency or its employees or agents shall behave and deal with courtesy with the users of these public Toilets.
- z) The agency will not use or allow any person to use public convenience for residential purpose and not keep any animal / motor vehicle in or around the complex other than one attendant and one security guard to ensure continuous serviceability.
- aa) The agency shall be allowed to plant flowering and other shrubs around each convenience subject to the approval by the Vyasaganar Municipality who is responsible for ensuring right of way to the public.
- bb) The agency shall ensure enforcement of existing labour laws. Minimum Wages Act and at no point of time the Vyasaganar Municipality shall be drawn into litigations on these counts.
- cc) The agency shall execute the agreement within 7 days on the receipt of issuance of letter of award.
- dd) The agency shall ensure that services of water supply, sewerage, drainage, electricity, telephone etc. in the vicinity encountered during the period of running /maintenance of the toilet block are not damaged. In case these are required to be shifted, the same shall be done by the permission of the department.
- ee) On the completion of the contract period, the agency shall hand over the public Toilets along with fixtures and fittings, inventory, structures in good working condition to the Vyasaganar Municipality within 24 hours and will not put any resistance failing which the premises shall be evicted and the Vyasaganar Municipality shall assume the occupation without any notice whereupon the agency will have no claim.

- ff) Any of the conditions mentioned above can be altered, modified, changed or removed by the appropriate authority as per the necessity without assigning any reason and the new conditions shall be binding on the part of the agency.

IX. Standards of Maintenance of Community Toilets

- a) The agency shall engage one person for every unit per shift of Community Toilet for cleaning and washing the unit round the clock, including public holidays to carry out the following Sanitation works:
- Daily washing with water.
 - Daily phenyl washing.
 - Sweeping up to 50 mtrs around toilet block and sprinkling of disinfectant Mixture of 200 gms (50 gm bleaching powder and 150 gm lime).
 - 0.5 litres of acid per unit.
 - Removal of solid waste / debris etc from the premises.
 - Custodian duty (protecting urinal structure and against damage and misuse) and
 - To prevent open urination/ defecation surrounding the toilet block.
 - Removal of handbills and washing of scrubbing inside and outside the toilet block.
- b) The following implements / disinfectants shall be supplied by the agency to the staff engaged by them.
- Compressor propelled mechanized cleaner
 - Cleaning brooms
 - Sweeping brooms
 - Coir brush
 - Scraping sheet
 - Bamboo basket
 - Plastic containers
 - Bamboo reapers
 - Plastic buckets
 - Plastic mug
 - Sponge piece
 - Washing soap
 - Identity card
 - Apron inscribed VNM
 - Phenyle
 - Acid
 - Bleaching powder and lime powder.
- c) The agency/organization shall have to furnish weekly report on the prescribed format to the Executive Officer through the Sanitary Inspector/Supervisor.
- d) The concessionaire/ representative of the organization shall personally visit the urinals/ toilets regularly twice a day to keep watch over the performance of the workers employed by him/her.
- e) The agency shall carry out the work by engaging men and equipment and provide the disinfectants and implements for cleaning and arrange for sufficient water supply at the urinal / toilets for cleaning.
- f) The agency should arrange for sufficient water supply at the structure for cleaning and washing.
- g) The officials authorized by the Executive Officer ,Vyasaganar Municipality will supervise the work from time to time and point out any unsatisfactory service rendered by the party of the first part and shall be entitled to give suggestions as may be considered necessary and the party of the first part shall be bound to carry out the work.
- h) In the event of incomplete and unsatisfactory service, negligence or slackness is found on the party of the first part in carrying out the work, the corporation shall call for the explanation and terminate the contract, if there is no improvement even after (repeated) instructions.

X. Terms & Conditions for Community Toilet

- a) The Community Toilet complex shall be licensed to the selected bidder for its Operation and maintenance for a period of 10 (Ten) years. Yearly renewal will be considered after the licensed period on the satisfactory performance during the preceding period. The title of the land will continue as it is.
- b) Maintenance Charges shall be approved and fixed by Vyasaganagar Municipality basing on the offer price furnished in the Financial Bid and **paid to the selected agency on monthly basis.**
- c) Minor repairs such as leakage of pipe joints, repair of pipe line, changing of Washers, replacement of gland packing, Nut bolt, Electric bulb, P.H & Sanitary fittings, cleaning of overhead tank, Cleaning of Septic Tank & Soak Pit and minor repair of electrification etc. within the estimated value of Rs. 10000/- (Rupees Ten Thousand) only per month will be borne by Agency.
- d) The Executive Officer, Vyasaganagar Municipality shall fix timing of the opening and closing of the toilet / washroom facilities. It should remain open round the clock.
- e) The agency shall operate and maintain the complexes to the entire satisfaction of the Municipality and clean regularly toilets, urinals, floors, walls, and ceilings of the interior as well as the exterior of the complexes and ensure continuous serviceability as also continuous availability of clean water. He shall ensure that the requisite quantity of cleaning materials such as phenyl, acid, naphthalene balls are used to ensure that the toilets look clean and free from foul smell at all time and that soap, towels, hand driers are available to the extent required.
- f) The agency shall ensure that each toilet structure displays a sign "Operate and maintained by _____, for the Vyasaganagar Municipality" along with the VNM logo and well lit public convenience prominently on the walls of the structure. The height of the letter shall be at least 15 cm.
- g) The charges towards electricity, water, sewage and other such amenities as required shall be included in the maintenance cost will be borne by the agency.
- h) The agency shall not display or exhibit any picture / posture /statute or other articles in any part of the premises that are repugnant to the general standards of morality. The agency expressly agrees that the decision of the Vyasaganagar Municipality in this regard shall be conclusive and binding on the agency.
- i) The agency shall ensure that the premises are not used for playing games etc., which involves stakes / betting, play cards etc. or for any un-lawful activities.
- j) The Agency shall ensure adequate water for general cleanliness of the public conveniences for which the Vyasaganagar Municipality (VNM) shall have no objection to the agency installing another tube well / bore well at each site in addition to the water that may be supplied.
- k) In case of loss due to theft or damage to the assets created in the public conveniences, the agency shall be responsible for making good the same immediately at its own cost and shall continue to keep the complex operational and available for use for **10 years**, as prescribed.
- l) Disputes, if any, arising during the Operation & maintenance period between the Vyasaganagar Municipality and the agency shall be referred to the sole arbitration of the Executive Officer, Vyasaganagar Municipality or a person nominated by him (the fact that the person so nominated is also an employee of the VNM shall not be a bar on his acting as an arbitrator, nor shall any of the parties have any objection to his nomination for the said reason). The decision of the sole arbitrator so appointed shall be final and binding on both the parties. The venue of arbitration shall be at Vyasaganagar. The courts in Vyasaganagar shall have exclusive jurisdiction, to the exclusion of all other suits.
- m) The VNM shall have the right to cancel / remove / terminate the agreement at any stage in case of breach of any of the stipulated terms and condition by the agency or in case their performance is not found satisfactory. The VNM shall be entitled terminate the agreement in case of any neglect or lapse on the part of the agency in respect of the regular maintenance of the public conveniences in clean and hygienic conditions and to keep the public convenience in a state of good repairs at the cost of agency.
- n) The Community Toilet assigned to the agency by the VNM shall not be transferred by the agency to any person, trust, society or institution in any manner whatsoever at any time whether during or after the termination of this agreement.

- o) The premises of public conveniences complex shall not be used by the agency for purpose other than that for which it is allowed under the agreement for operation and maintenance.
- p) The agency or its employees or agents shall behave and deal with courtesy with the users of these public conveniences.
- q) The agency will not use or allow any person to use public convenience for residential purpose and not keep any animal / motor vehicle in or around the complex other than one attendant and one security guard to ensure continuous serviceability.
- r) The agency shall be allowed to plant flowering and other shrubs around each convenience/ toilet block subject to the approval by the VNM, which is responsible for ensuring right of way to the public.
- s) The agency shall ensure enforcement of existing labour laws. Minimum wages act and at no point of time, the VNM shall be drawn into litigations on these counts.
- t) The organization shall execute the agreement within 7 days on receipt of issuance of letter of award.
- u) The agency shall ensure that services of water supply, sewerage, drainage, electricity, telephone etc., in this vicinity encountered during the period of running /maintenance of the toilet block are not damaged. In case these are required to be shifted, the same shall be done by the department.
- v) Any of the conditions mentioned above can be altered, modified, changed or removed by the appropriate authority as per the necessity without assigning any reason and the new conditions shall be binding on the part of the first part.
- w) The agency shall ensure that the labour engaged by him to carry out the work shall not claim any right whatsoever against the corporation by virtue of service rendered under this contract and shall not hamper the work by resorting to demonstration, agitation etc.
- x) The agency shall be held responsible for all or any of the act done by the staff /workers and shall be alone responsible for the payment of wages or any loss or damage cause by them during the course of service or work undertaken and shall also responsible and be liable for payment of any compensation under workmen compensation act. The corporation will not liable for any such event whatsoever.
- y) That agency shall not engage child labour and shall agree and permit the workers to avail weekly off.
- z) The agency shall not sublease or assign any part or portion of the work or the whole on the basis of the commission to others. If such conduct or action is found and brought to the notice of the VNM, the VNM is entitled to rescind and cancel the contract altogether.
- aa) The Executive Officer, Vyasaganar Municipality has the authority either to suspend or to cancel the contract when it is not desirable to continue the contract at any point of time without giving any notice.
- bb) The Executive Officer, Vyasaganar Municipality also reserves the right to alter, modify, change or remove any of the conditions mentioned in the agreement without any reason.

XI. Penalties for lapses / shortfalls in O & M of Community Toilet:

The penalty amounts will be levied to the agency if the maintenance is not done satisfactorily on any particular day or on receipt of any specific complaint to the effect that the cleaning is unsatisfactory and also for not following the conditions laid down as follows:

Sl. No.	Performance indicator	Penalty per item/all items/per day
1	Sweeping of the entire complex not done and sprinkling of disinfectants not done (once daily)	Rs 25/ per day
2	Cleaning and washing of the entire complex not attended (once daily)	Rs 20/ per day
3	Cleaning and washing of toilets not attended (every hour)	Rs 30/ per day

4	Supervisor absent (per day at each unit)	Rs 25/ per day
5	Phenyle not used (per wash)	Rs 5/ per day
6	Acid not used (weekly)	Rs 3/ per day
7	On genuine complaint from the user(s)	Rs 20/ per day
8	On report from the inspection team/ visiting Officer	Rs 50/ per day

XII. Service Level Benchmark (SLB):-

Successful bidder shall have to maintain the following minimum criteria during O & M of toilets:

- To ensure display of user charges.
- To ensure availability of water all the time.
- To ensure dryness of floors.
- To ensure proper cleanliness in the toilet.
- To ensure availability of soap etc.
- To ensure availability of dustbins separately for ladies & gents.
- To ensure presence of permanent attendant in the toilet.
- The above parameters shall be observed and monitored by authorized representative of Vyasanagar Municipality on daily basis.
- To take only prescribed user charges otherwise they can be penalized up to **Rs 1000/- (One thousands) per case per day.**

XIII. Other Conditions:-

- a) The Successful bidder shall be handed over the Public Toilets & Community Toilet on “as is where is” basis and the bidder shall inspect all these toilets, before participating in the bidding process. The bidder shall have to operate and maintain these toilets for a period of **10 years** and will have to carry out minor repairs of all type at its own cost within Rs.10, 000.00 per month as and when required to keep the toilet complex in good use.
- b) The Agency shall pay the monthly electricity bill on its own and shall ensure 24 hours running water at its own level & shall also ensure proper cleanliness through sufficient manpower.
- c) The selected agency shall take power connection to the complex from the supply main of NESCO on its own after observing all formalities including supply of wire, meter and all other accessories as required at its own cost.
- d) In case the successful bidder fails to operate and maintain the toilets as per the SLB and terms & conditioned stated above, then in the 1st instance the Municipality shall impose a penalty of Rs 500/- per day per toilet unit and for subsequent failure, the amount of the penalty shall be doubled of the amount of the previous penalty.

- e) Violation of any SLB for three consecutive times, the Municipality shall be at liberty to cancel the Contract agreement without any prior notice.
- f) Statutory deduction of applicable taxes as per prevailing Govt order in force like GST, EPF, ESI, Income Tax and any other taxes etc will be made at source from the bills.
- g) The cancellation of contract agreement on account of default on the part of the successful bidder shall not only entail aforesaid penalty, but the bidder shall also be liable for all the expenses which may be incurred by VNM for operation and maintenance of these toilets during intervening period from cancellation of the contract till the work is awarded & taken over by the new successful bidder.
- h) In case any damage to the toilets/Toilet Complex is found at the end of tenure of the contract agreement, the Performance Guarantee shall be released only after deduction of damages and without any interest.
- i) In respect of interpretation of any ambiguity in this RFP document or anything contained herein, the decision of the Executive Officer, Vyasaganar Municipality, shall be final and binding.
- j) In respect of any point not covered herein or partially covered herein, the decision of the Executive Officer, Vyasaganar Municipality, shall be final and binding.
- k) The Executive Officer, Vyasaganar Municipality reserves all the rights to cancel or modify any or all the conditions of the tender at any later stage.
- l) The authority reserves the right to accept/reject any or all EOIs without assigning any reason thereof. The EOIs received in incomplete shape or after due date shall be summarily rejected.

2. TECHNICAL PROPOSAL (STANDARD FORMAT)

**FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL FOR MAINTENANCE AND OPERATION OF
PUBLIC TOILETS / COMMUNITY TOILETS/URINALS.**

Place:

Date:

FROM:

[Name & Designation of Contact Person (Service Provider Side)
with Complete Address of Communication]

TO:

**The Executive Officer
Vyasaganagar Municipality**

Subject: Operation and Maintenance of Public Toilets/Community Toilets and Allied Amenities

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated 24.1.2019. We are hereby submitting our application which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope. Our proposal is valid for acceptance for 6 months and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date. If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the merit of our proposal. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, if any. We have examined the information provided in your Request for Proposal (RFP) and offer to undertake the work described in accordance with requirements.

We accept that any contract that may result will comprise the contract documents issued with the RFP and be based upon the documents submitted as part of our proposal. The Proposal (Technical & Financial) has been arrived at independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other party invited to tender for this contract.

We agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. Certain information included in this proposal would if disclosed prejudice our commercial interests.

I confirm that I have the authority of -----(Agency/ Organization) to submit the proposal and to clarify any details on its behalf. We understand you are not bound to accept any Proposal you receive.

We remain,
Yours sincerely,

(Signature) Name & Designation of Authorized Signatory
Name of the Agency/ Organization:
Address:

TECHNICAL PROPOSAL

SL. NO	ITEM	RESPONSE
1	Name of the Applicant	
2	Type of Agency/ Organization (√)	Society/ Trust/ Foundation / Cooperative Society /SHG/ Others
3	Registration Number and Date	
4	Registered Office Address with Fax, Telephone No., e-mail id of Organization	
5	Name & Designation of the Contact Person	
6	Contact Person's Address with Fax, Telephone No., e-mail id of Contact Person	
7	Nature of Current Engagements (<i>Please attach Annual Report of last 3 Years</i>)	
8	Experience in the field of construction, O & M of public amenities / facilities (Give details) Please attach Work Orders, Work Completion Certificates/ Reports	
9	Financial Capability (Net worth) Please attach Audited Balance Sheet of last 3 FYs	
10	Plan for Operation & Maintenance of the Complex (<i>Please attach a detailed O & M Plan</i>)	
11	Any other point	
12	Particulars of Demand Draft (Non-Refundable) towards cost of bid document cost	
13	Particulars of EMD	

Certificate:

We confirm that we have read the relevant docket and understood the Scheme for Operation & Maintenance of Public Toilets/Community Toilets, particularly our scope of work, and other terms and conditions. We convey our acceptance of the terms and conditions. The undersigned confirms that he/she has the necessary authority to submit this RFP on behalf of the applicant.

Date:

Place:

(Signature)

(Full Name and Seal)

03. FINANCIAL PROPOSAL (STANDARD FORMAT)

FINANCIAL PROPOSAL

Place:

Date:

FROM:

TO:

**The Executive Officer
Vyasagar Municipality**

Dear Sir ,

We, the undersigned, offer to provide the services for Operation and Maintenance of Public Toilet /Community Toilets in Vyasagar Municipality in accordance with your Request for Proposal dated. **24.1.2019** and our Technical Proposal. Our attached Financial Proposal is attached herewith. This amount is inclusive of the local taxes, as applicable as per client's origin. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, if any, up to expiration of the validity period of the Proposal. No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Agency/ Organization:

Address:

FINANCIAL BID

Name of the Work: **Operation & Maintenance (O&M) of Existing as well as to be constructed Community Toilet/Public Toilet (CT/PT)/Urinal of Vyasaganar Municipality**

E.M.D. to be deposited: **Rs 25,000/-**

Bid Document Cost: **Rs. 4,000.00**

PART A – PUBLIC TOILET

Sl. No.	Details of Scope of Work	Unit	Rate in Figure including all taxes	Rate in Word including all taxes
1	2	3	4	5
1	license fees to be Paid by the Agency to Vyasaganar Municipality			
	Toilet	Per One Seat Per Month		
	Urinal	Per One Seat Per Month		

Number of Correction –

Number of overwriting –

Number of Interpolation

Signature of Bidder

**Executive Officer
Vyasaganar Municipality**

PART B – COMMUNITY TOILET/ URINAL BLOCK

Sl. No.	Details of Scope of Work	Unit	Rate in Figure including all taxes	Rate in Word including all taxes
1	2	3	4	5
1	Operation & Maintenance (O&M) Charges to be paid by Vyasaganar Municipality to the Agency			
	Toilet	Per One Seat Per Month		
	Urinal	Per One Seat Per Month		
			% of Escalation price over the Quoted rates in Figure	% of Escalation price over the Quoted rates in Word
2	Escalation price over the Quoted rates after 3rd Years for Every three year periods of O & M for the period of 10 Years			
	4th Year to 6th Year			
	7th Year to 10th Year			

Number of Correction –

Number of overwriting –

Number of Interpolation

Signature of Bidder

**Executive Officer
Vyasaganar Municipality**

Annexure II

List of Community Toilets / Urinal Blocks for Maintenance (Free Use)				
Sl. No.	Location	Category	Total No of Toilet seats	Total No of Urinal
1	Adivasi Sahi in front of Sub-Registrar Office in Ward No.9	Souchalaya	7	3
2	Dahi Adivasi Sahi in Ward No.26	Souchalaya	7	3
3	Urinal Block near Railway Station	Urinal	-	4
List of Public Toilets (Pay & Use)				
Sl.No	Location	Category	Total No of Toilet seats	Total No of Urinal
1	Bus Stand	Souchalaya	11	3

**Executive Officer
Vyasagar Municipality**