



VIJAYAWADA MUNICIPAL CORPORATION

Request for Proposal for Appointment of Agency/Company for
Operation and Maintenance of Public Toilets, Community Toilets and School
Toilets in Different Places within the Vijayawada Municipal Corporation (44 Nos.).

Rc.CE-125606/2018

**Issued by:
Commissioner
Vijayawada Municipal Corporation**

REQUEST FOR PROPOSAL

RFP TITLE: OPERATION-MAINTENANCE OF PUBLIC, COMMUNITY AND SCHOOL TOILETS (44 NOS)

RFP No : CE-125606/2018

RFP DATE : 29-01-2019

AGREEMENT PERIOD: 4 MONTHS (O & M)

DATE OF ISSUE FROM: 30/01/2019

CLOSING DATE : 06/02/2019 @ 3:00PM

DATE AND TIME OF OPENING OF TECHNICAL BID: 06/02/2019 at 5.00 P.M

Tender Document Fee: Rs.10,000/- in the form of DD in favor of the Commissioner, Vijayawada Municipal Corporation, Vijayawada from any Nationalized /Scheduled Bank.

EMD: Rs.25,000/- in the form of DD in favor of the Commissioner, Vijayawada Municipal Corporation, Vijayawada from any Nationalized /Scheduled Bank.

Background Information:

The rapid growth of city has cast an enormous strain on the city's infrastructure. Realizing that Government agencies alone cannot cater to the massive infrastructure needs of the City, VMC has initiated various measures to create/improve the City's sanitation infrastructure.

In this context, proposals are invited from reputed and experienced NGOs/ Trust/ Agencies/ Companies to operate and maintain Public Toilets.

The toilets shall be licensed to the selected agencies for a period of 4 Months. However, the title of the land along with the structure of public toilet with all fittings & fixtures will continue to remain with the VMC. The selected bidders shall maintain the toilets for a period of 4 Months by collecting User charges from the commuters/ users for Public Toilets only.

Details of the scheme and eligibility etc. and the prescribed application format are given in the RFP document, which will be available at the office of The Chief Engineer, Municipal Corporation, Vijayawada. The RFP document will also be available on **30/01/2019** (website <https://www.ourvmc.org/engg/gentenders.asp>).

The RFP includes the following documents:

01. Terms of References (ToR)
02. Agreement Format
03. Technical Proposal
04. Financial Proposal

01. TERMS OF REFERENCE (TOR)

TERMS OF REFERENCE (TOR)

The proposed toilets shall be licensed to the selected agencies/ organizations for a period of **4 (four) months** i.e., from **15-02-2019 to 14-06-2019**. The title of the land along with the structure of public toilet with all fittings & fixtures will continue to remain with the VMC. The bidder shall collect User charges from the commuters/users for the public toilets only.

I. Location (s) – OPERATION AND MAINTENANCE OF PUBLIC TOILETS, COMMUNITY TOILETS AND SCHOOL TOILETS AT DIFFERENT SITES IN VMC AS PER ATTACHED LIST (44 Nos.)

The proposed toilets should normally include following facilities:

- a. Easily accessible for the physically challenged/ handicapped persons
- b. Separate toilet blocks for men and women with separate entries
- c. Urinal facilities for men

Conditions:

- a. The agency shall collect the charges from the commuters/ users for Public toilets with a maximum charges of Rs.5/- towards usage.
- b. Required electricity charges towards water drawn from the nearest source for cleaning shall be borne by the agency itself.
- c. The VMC will grant license for a period of 4 months. The agency has to maintain the cleanliness around the Toilets and also ensure that the premises are litter free and urination free.
- d. The agency shall maintain the above toilets for a period of 4 months and at any circumstances the agency should not stop the Operation & Maintenance of toilets.

Selection Process

The committee constituted from the VMC officers will evaluate the bids and select the bidders, who are qualified in the technical evaluation and offer the price as per the financial proposal attached subjected to fulfillment of other minimum criteria as per RPF Document.

EligibilityCriteria

- a. The Applicant shall be a society, trust, foundation or a Company / Agency under the Companies Act or the relevant state Acts and must be duly registered with the appropriate authority under the appropriate law for at least four years (Documentary evidence shall have to be submitted with the 'Technical Proposal').
- b. If the applicant be an Agency, trust or company, should have experience in O&M of Toilets in Public gathering places like Malls, Theaters, Factories and RTC Bus stands etc., for past four years (Documentary evidence shall have to be submitted with the 'Technical Proposal').
- c. The applicant must have necessary financial resources to be able to maintain and operate the facility (Documentary evidence in respect of financial resources shall have to be submitted with the 'Technical Proposal').
- d. The applicant must have the capacity to mobilize the required manpower to operate the facility (Documentary evidence shall have to be submitted with the 'Technical Proposal').

Minimum Financial Qualification

Amount spent under various similar nature projects as shown in audited financial statements in last three years shall constitute the only evidence of financial qualification. [Total Turnover of the Company Shall be at least Rs.1.00 cr. for last three years (cumulative).

MinimumTechnical Qualification

The selected agency/organization should have at least 4 years' experience in maintaining public

/ School / Community toilets in Municipal Corporations /Commercial Shopping Malls/ Corporate Companies/ Factories/Notified area. Documentary evidences shall be required to confirm this experience. Preference will be given to applicants who are engaged in same or similar works and have experience in the field.

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 magnitude successfully implemented in the past **four years**.

d. Annual reports and Audit Statements of the past three (3) financial years.

Sanitation and Water Supply

In respect of the maintenance of the sanitary & water supply fittings and fixtures, all the necessary sanitary fitting fixtures shall be used of standard specifications and the work shall be got done through approved licensed plumber having a certificate to this effect. The fixtures should be leak proof.

Standards of Maintenance of Public Toilets

a. The agency shall engage at least one person per shift of eight hours for every unit of Public Toilet for cleaning and washing the unit round the clock, including public holidays to carry out the following Sanitation works:

1. Daily washing with water.
2. Daily phenyl washing.
3. Removal of solid waste.
4. Custodian duty (protecting the structure against damage and misuse) and to prevent open urination surrounding the unit.

5. Flooring cleaning, using chemicals on continuous basis.

b. 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.

c. The agency shall carry out the work by engaging men and equipments and provide the disinfectants and implements for cleaning and arrange for sufficient water supply at the urinal / Toilets for Cleaning.

d. The agency should maintain Septic Tanks Connected with the toilet units with periodical cleaning and removal of sludge and effluent and its disposal to nearest STP of VMC at the own cost of bidder.

e. The agency should maintain sewage pipe plumbing system, water supply plumbing system, electrical pumpsets, wiring systems intact and any repair works shall be attended immediately at the own cost of bidder without causing any inconvenience to the users.

- f. The agency should attend maintenance works such as structural repair works, painting works as and when necessary and from time to time at the own cost of bidder duly informing VMC and certified by the concerned Authority in VMC.
- g. The authorized representative of VMC (concerned AMOH or SI) 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 instruction(s) for improvement of the work.
- h. In the event of unsatisfactory service, negligence or slackness is found of the agency in carrying out the work or instruction(s), the VMC 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 to carry out the work shall not claim any right whatsoever against the VMC 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 VMC will not be liable for any such event whatsoever.
 - 1. The agency should furnish the names, address and Aadhar details of the persons engaged for maintenance to VMC duly certified by the concerned Sanitary Inspector.
 - 2. The agency should maintain uniform in the Olive green colour to the engaged staff. The logo of the VMC to be printed on the uniform.
 - 3. The agency should maintain cleanliness chart duly signed by the supervisor.
- 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 VMC, the VMC is entitled to rescind and cancel the contract altogether.
- n. The VMC 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 due to non satisfactory performance with prior notice.
- o. The VMC also reserves the right to alter, modify, change or remove any of the conditions mentioned in the agreement, with prior notice to the agency.

Terms & Conditions

- a. This AGREEMENT shall be governed by and constructed in accordance with the laws of India.
- b. The selected bidders shall maintain the Public toilets for a period of 4 months. User charges shall be collected from the users with maximum charge of Rs.5/- (toilets/urinals). The amount collected is to be certified by the concerned AMOH/SI and to be remitted to VMC on fortnight basis.
- c. The agency shall operate and maintain the Toilets to the entire satisfaction of VMC and clean regularly toilets, urinals and ensure continuous serviceability including continuous availability of power and 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.
- d. The selected agency/ organization shall maintain the facility as per maintenance schedule agreed between the Department and the agency. The VMC may engage third party evaluators to check the quality of maintenance and in case the maintenance is found to be insufficient the VMC may penalize the agency/ organization.
- e. The electricity charges towards water drawn from the nearest source by the agency shall be included in the maintenance cost and will not be borne by the VMC.
- f. The agency shall have to remit the amount to the VMC on forth night basis and VMC will pay an amount of Rs. 11,000/- per location as minimum towards maintenance of Public, Community and School Toilets.

- g. The agency shall not display or allow to display or exhibit any picture / posture /statue 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 VMC in this regard shall be conclusive and binding on the agency.
- h. 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.
- i. The title of interest, ownership and rights with regard to All Toilets /fittings provided therein and the land allotted by the VMC shall vest with the VMC except that these will be operated and maintained by the agency as agreed in this agreement.
- j. 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 Toilets operational and available for public use, to all times, as prescribed.
- k. The VMC 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 VMC shall be entitled to 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 Toilets in clean and hygienic conditions and to keep the public convenience in a state of good repairs at the cost of agency. Such cancellation/ removal or termination of agreement shall be preceded by a notice of 15 days, whereby the agency shall be directed to explain its conduct as to such breach /neglect/lapses or unsatisfactory performance.
- l. The site and the work & service assigned to the agency by the VMC 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.
- m. The premises of public Toilets shall not be used by the agency for purpose other than that for which it is allowed under the agreement for operation and maintenance.
- n. The agency or its employees or agents shall behave and deal politely with due courtesy with the users of these public Toilets.
- o. 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 Toilets other than one attendant and one security guard per shift of eight hours to ensure continuous serviceability.

- p. The agency shall be allowed to plant flowering and other shrubs around each toilet block subject to the approval by the VMC who is responsible for ensuring right of way to the public.
- q. The agency shall ensure enforcement of existing labour laws, Minimum Wages Act and at no point of time, the VMC shall be drawn into litigations on these counts.
- r. The agency shall execute the agreement within 15 (fifteen) days on the receipt of issuance of letter of award.
- s. The agency shall ensure that services of water supply, sewerage, drainage, electricity etc., in this vicinity encountered during the period of running /maintenance of the toilet block are not damaged.
- t. On the completion of the contract period, the agency shall hand over the All Toilets along with fixtures and fittings, inventory, structures in good working condition to the VMC within 24 hours and will not put any resistance failing which the premises shall be vacated by way of eviction and the VMC shall assume the occupation without any notice whereupon the agency will have no claim.
- u. Any of the conditions mentioned above can be altered, modified, changed or removed by the appropriate authority as per the necessity and with prior notice to the agency and the new conditions shall be binding on the part of the agency.

Disclaimer

The information contained in this RFP document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the VMC or any of its employees or advisors, is provided to Bidder(s) 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 neither an agreement nor an offer by VMC to the prospective Bidders or any other person. This RFP document does not purport to contain all the information that each Bidder may require. RFP document may not be appropriate for all persons, and it is not possible for VMC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document

The 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 statements and information contained in this RFP document and obtain independent advice from appropriate sources.

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

VMC, its employees and advisors 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, completeness or reliability of this 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 with short-listing of Bidder(s) for participation in the Selection Process.

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

VMC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information or assessment contained in this RFP document. The issue of this RFP document does not imply that VMC is bound to short-list Bidders for next stage of the Selection Process for the Project and VMC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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, with any demonstrations or presentations which may be required by VMC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and VMC shall not

be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Interpretation

- a. In respect of interpretation of any ambiguity in this RFP or anything contained herein, the decision of the Department shall be final and binding.
- b. In respect of any point not covered herein or partially covered herein, the decision of the Department shall be final and binding.

Performance Guarantee:

An amount of **Rs.1,00,000/-** in the form of DD or Bank Guarantee in favor of the Commissioner, Vijayawada Municipal Corporation, Vijayawada from any Nationalized /Scheduled Bank.

(To be submitted by the bidder at the time of concluding Agreement with VMC)

02. TECHNICAL PROPOSAL

**FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL FOR MAINTENANCE
AND OPERATION OF VARIOUS TOILETS (44 Nos)**

Place: Date:

FROM:

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

TO:

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

Subject: Appointment of Agency/Company for Operation and Maintenance of Public Toilets, Community Toilets and School Toilets in Different Places within the Vijayawada Municipal Corporation (44 Nos.).

I/We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal **No.** CE-125606/2018 dated 29-01-2019. 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 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. I/We have examined the information provided in your Request for Proposal (RFP) and offer to undertake the work described in accordance with requirements. This proposal is valid for acceptance for 6 (six) months and I/we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

I/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 and placed by the (*agency/ organization's name*). 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.

I/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/We confirm that I/We have the authority of **(Agency/ Organization)** to submit proposal and to clarify any details on its behalf. I/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

S.N.	ITEM	RESPONSE
1	Name of the Applicant	
2	Type of Agency/ Company / Organization (✓)	
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	Contact Person's Cell-phone Number(s)	
8	Nature of Current Engagements <i>Please attach Annual Report of last 3 Years</i>	
9	Experience in the field of O & M of public amenities / facilities (Give details)	
	<i>Please attach Work Orders, Work Completion Certificates/ Reports</i>	
10	Financial Capability <i>Please attach Audited Annual Accounts along with</i>	
11	Any other point	
12	Particulars of Demand Draft (Non-Refundable)	Name of the Bank
		Branch
		Cheque / DD No
		Amount
		In favour of

Certificate:

I/We confirm that I/we have read the relevant documents and understood the Scheme for Operation and maintenance of Public, Community and School Toilets, particularly our scope of work, and other terms and conditions. I/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:
(Signature)

Place:
(Full Name and Seal)

Technical Proposal Evaluation

For the purpose of Qualification, the Bidders should satisfy the minimum eligibility criteria.

The Applications will be evaluated on the basis of Applicant's experience and the experience of Key Personnel. Only those Applicants whose Applications score **60** points or more out of **100** shall be qualified.

The scoring criteria for evaluation shall be as follows.

S. N.	Criteria of Evaluation	Marks	Total Marks
1	Experience of the Applicant		
	Completed / Ongoing work experience in Commercial Toilets maintenance in huge public gathering places (as a sole bidder or in Joint Venture / Consortium). Ex: Shopping Malls, Corporate Offices / Hospitals, Bus Stands and Factories.	40	
2	Relevant Experience of the Key Personnel of 4 years 10 marks per each year of experience in relevant field	40	
3	Employment of Mechanical Machines for Cleaning Operations.	20	
GRAND TOTAL			100

In addition the bidder may note the following.

The Tender Inviting Authority would evaluate the Technical Proposal to ascertain the qualification criteria of the party / bidder for opening of financial proposal. Bidders who qualify the minimum eligibility criteria and who gets qualification by getting score 60 marks out of 100 in technical proposal evaluation only will be considered for opening of Financial Proposal.

Opening and evaluation of second envelope viz financial Proposal

Financial Proposal of responsive bidders who are found acceptable on scrutiny of technical contents and satisfy the criteria for evaluation, Proposal Document will be opened in the presence of authorized representative of concerned bidders who may wish to remain present. The date and venue of opening of financial proposal will be conveyed to qualified bidders.

Financial proposal with any counter conditions or ambiguous remarks shall be rejected.

Bid Evaluation: - In case of **QCBS (Quality & Cost Based Selection)**, the lowest Financial Proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated as below.

$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights:

T = the weight given to the Technical Proposal: 80%

P = the weight given to the Financial Proposal: 20%

$T + P = 1$

indicated in the Data Sheet:

$S = S_t \times T\% + S_f \times P\%$

Award of Assignment /Services:

Prior to the expiration period of proposal validity, the Employer will notify the successful consultant who submitted the lowest financial proposal among the qualified bidders in technical evaluation, in writing by registered letter/ cable /telex or email and invite it to negotiate the Contract if required. The party selected for award of assignment shall be issued a Letter of Award by Employer. This letter along with written acknowledgement of the successful party shall constitute contract between the party/ies with Employer, till signing of formal agreement.

Confirmation of receipt:

Agencies/Companies shall acknowledge the Employer by email/ post/ courier the receipt of Letter of award and confirm the acceptance of the proposal.

03. FINANCIAL PROPOSAL

I. FINANCIAL PROPOSAL

Place: Vijayawada

Date: -01-2019

FROM: TO:

Dear Sir

I/We, the undersigned, offer to provide the services for [Operation and Maintenance of Toilets at different places in VMC as per enclosed list] in accordance with your Request for Proposal vide no: CE-125606/2018, dated -01-2019 and our Technical Proposal. I/We do hereby agree to carry out the job as per terms and conditions of the 'RPF' document and

- a) Shall be payable _____ (amount in Rs.) from VMC per location per month for public, Community and Modern school toilet listed. (20, 12 & 12 Nos. respectively) (inclusive of man power & Materials)**

Sl.No	Location of Toilet	Amount quoted payable from VMC (in Rs. per location per month)

Note:

- 1. The minimum amount payable by Vijayawada Municipal Corporation for maintenance of Public, Community and Modern School Toilets is Rs.11,000/- (Rupees in words Eleven Thousand Only) Including man power and material cost. Bidder shall take into consideration of this and Quote the amount.**
- 2. The amount collected for public toilets is to be remitted on every fortnight daily basis in the form of challan to VMC.**
- 3. The bidder should quote amount for all the above toilets listed individually per each location for maintenance circle wise.**

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 or paid in connection with this Proposal.

I/We understand you are not bound to accept any Proposal you receive

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Agency/ Organization: Address

04. MODEL AGREEMENT

**MODEL AGREEMENT
FOR
OPERATION AND MAINTENANCE OF PUBLIC, COMMUNITY & SCHOOL
TOILETS IN VMC**

***(TO BE EXECUTED ON A NON-JUDICIAL STAMP
PAPER)***

This agreement is made on the ____th day of _____ 20__ between
VMC (Hereinafter called as 1st party)

AND

_____(Name of the 2ND
PARTY: NGO/ Foundation/ Trust) having its Address of Correspondence at

(Hereinafter called as “the 2nd Party)

AND WHEREAS

(a)The “1st Party” has decided to entrust the operation and maintenance of Public, Community and School Toilets by the “2nd Party” under the jurisdiction of more fully described in the schedule annexed separately.

(b) The “2nd Party”, having represented to the client that he/she has the required professional expertise, technical skill and resources, has agreed to undertake the work of operation and maintenance of Public, Community and School Toilets situated at different places of VMC as per annexed list under the jurisdiction of according to the terms and conditions set forth in this Agreement;

NOW THEREFORE, the parties hereby agreed as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Agreement:

Section 1 - General Conditions of the Agreement

Section 2 - Technical Specification for Maintenance of Public Toilets;

2. The mutual rights and obligations of the Client (1st Party) and the Service Provider (2nd Party) shall be as set forth in the Contract, in particular:

- (a) The Service Provider shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) The 2nd Party shall make payments as license fee to the 1st party in accordance with the provision of the agreement.
- (c) This AGREEMENT shall be governed by and constructed in accordance with the laws of India.

3. Commencement and Duration of the Services

The Service Provider shall start the Service on ("the Start Date") and shall complete them by ("the End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first written above.

For and on behalf of the *[1st Party]*

*[Authorized
Representative] Witness*

1:

Witness 2:

For and on behalf of the *[2nd Party]*

*[Authorized
Representative] Witness*

1:

Witness 2:

[Note: If the Service Provider consists of more than one entity, all such entities should appear as signatories]

SECTION - 1
GENERAL CONDITIONS OF THE AGREEMENT

1.1 Terms & Conditions

- I. This AGREEMENT shall be governed by and constructed in accordance with the laws of India.
- II. The selected bidders shall maintain the Public toilets, Community Toilets and School Toilets total 44 Nos. for a period of 4 months. User charges shall be collected from the users of Public Toilets only (urinals/ toilets).
- III. The Agency/Company (from the date LOA is issued by the VMC) will collect user charges after the date of issuance of work order.
- IV. The toilets shall be licensed for a period of 4 months. The agency has to maintain the cleanliness around the Toilets and also ensure that the premises are litter free and urination free.
- V. The title of the land along with the structure built thereon for toilet purpose with all fittings & fixtures will continue to vest with the VMC.
- VI. The 2nd party should maintain uniform in the Olive green colour to the engaged staff. The logo of the VMC to be printed on the uniform.
- VII. The 2nd Party shall collect the user charges from the users of Public toilets. Any revision in charges shall be intimated to 1st party.
- VIII. The 2nd Party shall operate and maintain the Toilets to the entire satisfaction of 1st Party and clean regularly toilets, urinals and ensure continuous serviceability and also continuous availability of clean water.
- IX. The 2nd party shall maintain the facility as per a maintenance schedule agreed between the two. The 1st party may engage third party evaluators to check the quality of maintenance and in case the maintenance is found to be deficient the 1st party may penalize the 2nd Party.
- X. The charges towards water drawn from the nearest source as required by the 2nd party shall be included in the maintenance cost and will not be borne by the 1st party.
- XI. The 2nd party shall not display or allow to display or exhibit any picture / posture / statue or other articles in any part of the premises that are repugnant to the general standards of morality. The 2nd party expressly agrees that the decision of the 1st party in this regard shall be conclusive and binding on the 2nd party.

- XII. The 2nd party 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.
- XIII. The 2nd party shall ensure adequate water for general cleanliness of the all the toilets. Rain water storage can be incorporated as an additional requirement to decrease burden on potable water from public utility or underground.
- XIV. The possession of the entire structure as constructed along with fittings and fixtures provided in the public convenience will be handed over to the 1st Party in good working condition, on the conclusion of the agreement without causing any damage.
- XV. The title of interest, ownership and rights with regard to Toilets contracted by the 2nd party for 1st party along with fixtures / fittings provided therein along with its land allotted by the 1st Party shall vest with the 1st Party except that these will be operated and maintained by the 2nd Party as agreed in this agreement.
- XVI. In case of loss due to theft or damage to the assets created in the Toilets, the 2nd Party shall be responsible for making good the same immediately at its own cost and shall continue to keep the Toilets operational and available for public use, to all times, as prescribed.
- XVII. The 1st party 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 2nd party or in case their performance is not found satisfactory. The 1st party shall be entitled to terminate the agreement in case of any neglect or lapse on the part of the 2nd party in respect of the regular maintenance of the public Toilets for cleanliness and hygienic conditions and to keep the public convenience in a state of good repairs at the cost of 2nd party. Such cancellation/ removal or termination of agreement shall be preceded by a notice of 15 days, whereby the agency shall be directed to explain its conduct as to such breach /neglect/lapses or unsatisfactory performance.
- XVIII. The site and the work assigned to the 2nd party by the 1st party shall not be transferred by the 2nd party to any person, trust, society or institution in any manner whatsoever at any time whether during or after the termination of this agreement.
- XIX. The premises of all the Toilets complex shall not be used by the 2nd party for purpose other than that for which it is allowed under the agreement for operation and maintenance.
- XX. The 2nd party or its employees or agents shall behave and deal politely with due courtesy with the users of these Toilets.

- XXI. The 2nd party 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.
- XXII. The 2nd party shall be allowed to plant flowering and other shrubs around each toilet blocks subject to the approval by the 1st party who is responsible for ensuring right of way to the public.
- XXIII. The 2nd party shall ensure enforcement of existing labour laws. Minimum Wages Act and at no point of time, the 1st party shall be drawn into litigations on these counts.
- XXIV. The 2nd party shall ensure that services of water supply, sewerage, drainage, electricity etc., in this vicinity encountered during the period of operation / maintenance of the toilet blocks are not damaged.
- XXV. On the completion of the contract period, the 2nd party shall hand over the vacant possession of all the Toilets along with fixtures and fittings, inventory, structures in good working condition to the 1st party within 24 hours and will not put any resistance failing which the premises shall be evicted and the 1st party shall assume the occupation without any notice whereupon the 2nd party will have no claim.
- XXVI. Any of the conditions mentioned above can be altered, modified, changed or removed by the appropriate authority as per the necessity and with prior notice to the agency and the new conditions shall be binding on the part of the 2nd party.
- XXVII. The 2nd party should maintain separate account for operation and maintenance of public toilets so as to pay the amount collected for maintenance of toilets to 1st party.
- XXVIII. The 2nd party should maintain the toilets round the clock by engaging persons in shift wise and the names, address and Aadhar details shall be furnished to the 1st party duly certified by the concerned Sanitary Inspector.
- XXIX. The 2nd party should maintain cleanliness chart duly signed by the supervisor.
- XXX. The 2nd party shall operate and maintain the complex to the entire satisfaction of 1st party and with regular cleaning of Toilets, Interior as well as the exterior floors, walls, ceiling, of the complex and the 1st party reserve the right to appoint 3rd Party Supervisor for evaluation of such work.
- XXXI. The 2nd party shall deploy Associate Members for cleaning work, Associate Member as a Supervisor to look after the maintenance work.

- XXXII. The 2nd party shall borne the cost of cleaning materials, Uniforms, Conveyance expenses for Supervisor, day to day maintenance expenses, Administration and implementation charges.
- XXXIII. The 2nd party shall hand over the toilet blocks to VMC in clean and working condition on expiry of contract period.
- XXXIV. The monthly bill submitted by the 2nd party is to be certified by the concerned AMOH and forwarded to the Executive Engineer for onward submission by the concerned Executive Engineer for payment.

2.1. Operation and Maintenance of Public Toilets:

- I. The agency shall engage one person for every unit of Toilet for cleaning and washing the unit round the clock, including public holidays to carry out the following sanitation works:
 - a) Daily washing with water
 - b) Daily phenyl washing.
 - c) Sweeping around the structure and sprinkling of disinfectant mixture
 - d) Removal of solid waste.
 - e) Custodian duty (protecting the structure against damage and misuse) and to prevent open urination surrounding the unit.
- II. The agency or his representative shall personally visit the toilets regularly twice a day to keep watch over the performance of the workers employed by him.
- III. The agency should maintain Septic Tanks Connected with the toilet units with periodical cleaning and removal of sludge and effluent and its disposal to nearest STP of VMC at the own cost of bidder.
- IV. The agency should maintain sewage pipe plumbing system, water supply plumbing system, electrical pumpsets, wiring systems intact and any repair works shall be attended immediately at the own cost of bidder without causing any inconvenience to the users.
- V. The agency should attend maintainace works such as structural repair works, painting works as and when necessary and from time to time at the own cost of bidder.
- VI. 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.
- VII. The agency should arrange for sufficient water supply at the structure for cleaning and washing.
- VIII. The following implements / disinfectants shall be supplied by the Agency to the staff Engaged by them.
 - a) Compressor propelled mechanized cleaners
 - b) Cleaning Brooms

- c) Sweeping brooms
- d) Coir brush
- e) Scraping Sheet
- f) Bamboo Basket
- g) Plastic containers
- h) Bamboo Reapers
- i) Plastic Buckets
- j) Plastic Mug
- k) Sponge piece
- l) Washing Soap
- m) Adequate quantity of Phenyl, Oxalic acids, Hydrochloric (diluted) Acids and Bleaching and lime powder
- n) Photo Identity Cards for each staff
- o) Apron for each staff with 1st party 2nd party's name printed on it

- IX. The officials authorized by the 1st party will supervise the work from time to time and point out any unsatisfactory service rendered by the 2nd Party and shall be entitled to give suggestions as may be considered necessary and the 2nd Party shall be bound to carry out the work.
- X. In the event of incomplete and unsatisfactory service, negligence or slackness is found on the 2nd party of the first party in carrying out the work, the 1st party shall call for the explanation and terminate the contract, if there is no improvement even after repeated instructions.
- XI. 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.
- XII. 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 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 VMC will not be liable for any such event whatsoever.
- XIII. That agency shall not engage child labour and shall agree and permit the workers to avail weekly off.
- XIV. 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 1st party, the 1st party is entitled to rescind and cancel the contract altogether.

- XV. The 1st party 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 with prior notice.
- XVI. The 1st party also reserves the right to alter, modify, change or remove any of the conditions mentioned in the agreement without assigning any reason to the 2nd party.
- XVII. The 1st party reserves right to extend the contract agreement depending on the satisfactory performance of 2nd party.
- XVIII. The 1st party should maintain the following conditions:
 - a) Easily accessible for the physically challenged / handicapped persons
 - b) Separate toilet blocks for men and women with separate entries
 - c) Urinal facilities for men

LIST OF TOILETS:

WORKS DIVISION-1

(Total – 11 Nos.)

COMMUNITY TOILETS:

S. No	Ward No.	Location of the Toilets
1	25	Uppara Vaagu-N
2	41	Baig street- Poornanandhampet
3	48	Mangal Bazar Pezonipet

PUBLIC TOILETS

S. No.	Ward No.	Location of the Toilets
1	26	Punnami Road
2	27	Lorry Stand Outside
3	27	Lorry Stand inside
4	38	Alladivari Street, Fish Market
5	25	Akulavari street

MODREN TOILETS

S. No.	Location of the Toilets
1	PSM Girls High School, Vijayawada-1
2	GMCH School, Vijayawada-1
3	GNR MCH School, Labour colony

LIST OF TOILETS:

WORKS DIVISION-2

(Total – 11 Nos.)

COMMUNITY TOILETS:

S.No.	Ward No.	Location of the Toilets
1	20	Near Kurmaiah Vanthana (Karmika Puram)
2	20	Near Kotha Vanthana
3	44	Donka Road, Bhanu Nagar

PUBLIC TOILETS:

S.No.	Ward No.	Location of the Toilets
1	20	Near Dairy Parlour (Alankar Vantana)
2	42	Near Eluru Locks, Gandhi Nagar
3	21	Near CVR School,

MODREN TOILETS:

S.NO.	Location of the Toilets
1	MK Baig School, Ajith Singh Nagar
2	AKTPMCH School, Satyanarayanapuram
3	Care & Share MCH School, Near RR Pet
4	Dr. JD MMCH School, Vambay Colony
5	CVR GMCH School, Governerpet

LIST OF TOILETS:

WORKS DIVISION-3

(Total – 22 Nos.)

COMMUNITY TOILETS:

S.No.	Ward No.	Location of the Toilets
1	11	Patamata, Near Chinna Vanthena Kaluva Katta
2	14	Krishna Pushkara Toilets, Balaji Nagar
3	15	Tharaka Ramanagar Katta
4	16	Near Mosque Ranigarithota
5	13	Jasti vari street dead end left side
6	14	Taraka Rama Nagar Donka Road

PUBLIC TOILETS:

S.NO.	Ward No.	Location of the Toilets
1	12	Circle - III office cellar, Patamata
2	18	M.G Road, Near IGMG Complex
3	18	M.G Road near Bus stop
4	24	NH-5, Near police Station, Krishnalanka
5	24	Rajiv Gandhi Park
6	9	Near Raithu Bazar, High School Road
7	12	Pushkar Toilets in Narayana Colony near Chinna vanthena
8	12	Lambadipet, Patamatalanka
9	14	Near ODA Community Hall (Opp.) Ramalingeswara Nagar (Community)
10	22	Near Pushkar Ghat, Ranigarithota
11	24	Near Bandar lakulu, Krishna lanka
12	24	RTC Bus stand, taxi Stand

MODREN TOILETS:

S.NO.	Location of the Toilets
1	VM Ranga School, Krishnalanka
2	APSRMCH School, Krishnalanka
3	BSRK MCH School, Moghalraipuram
4	GDETMCH School, Patamata