



**BID DOCUMENT**

**FOR**

**OPERATING AND MAINTAINING PUBLIC TOILET  
UNITS AT SELECTED LOCATIONS IN  
KARIMNAGAR**

**Dt.04.11.2020**

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## 1. INTRODUCTION

- i. The Municipal Corporation of Karimnagar intends to invite the interested bidders for operating and maintaining Public Toilets at selected locations in Karimnagar.
- ii. This Bid document is for the **Operation and Maintenance of Public Toilets at selected locations in Karimnagar Municipal Corporation.**
- iii. An Agreement will be drawn up amongst the Municipal Corporation (MCK) of Karimnagar (the “Concessioneing Authority”), and the Successful Bidder/ Concessionaire.
- iv. A “Two Stage” bidding process has been planned for determining the Successful Bidder. The Bidders would be required to meet the minimum threshold Technical Qualification Conditions and qualify for undertaking the Project as set out in this bid document. This qualification assessment would be carried out as part of the current bidding and evaluation process. The Financial Proposals of only those Bidders that possess the minimum Technical Qualification Conditions (*as laid down in Clause 7*) and other relevant documents (*as per the formats provided in Appendices*) would be opened and evaluated.
- v. The bid document contains information about the Project, bidding process, Proposal submission, qualification and Financial Proposal requirement. Interested Bidders may obtain the bid document from the official Website of Municipal Corporation Karimnagar at [www.karimnagarcorporation.telangana.gov.in](http://www.karimnagarcorporation.telangana.gov.in).
- vi. The issue of this bid document does not imply that the Employer is bound to select a Bidder or to appoint the Selected Bidder for the Project and the Employer reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- vii. The bid submissions must be received no later than 03:00 PM on 11/11/2020 in the manner specified in the bid document at the address given below and MCK shall not be responsible for any delay in receiving the Proposal and reserves the right to reject and/ or accept any or all the Proposals without assigning any reason thereof.
- viii. In case applicants need any further information about the Project or need access to any other documents related to the Project, they are requested to contact below:

Mr. K.Swamy  
Environmental Engineer  
Municipal Corporation of Karimnagar,  
Contact: +91-9849907544

## 2. Packages with Locations of Public Toilets

S No	Location	Revenue Stream
<b>Package-1</b>		
1	SRSP land Hyderabad Road opp. MLA camp office	Cafeteria (no user charges to be collected from Public)
<b>Package-2</b>		
1	Open Gym at LMD	Cafeteria (no user charges to be collected from Public)
2	Ujwala Park	User Charges as decided by the Authority
3	Ayush Hospital	

**3. DATA SHEET**

1.	Department Name	Municipal Corporation Karimnagar
2	NIT Number	Ref: 221/F1/MCK/2020-21, Dated: 02-09-2020
3	Tender Subject	<b>“Operation and Maintenance of Public Toilets at selected locations in Karimnagar Municipal Corporation”</b>
4	Period of Contract	10 Years
5	Form of Contract	Operation and Maintenance
6	<b>Bid Document Available Start Date</b>	05.11.2020 01:00 PM
7	<b>Bid Document Submission End Date</b>	11.11.2020 03:00 PM
8	<b>Bid Validity Period</b>	Three Months
9	<b>Technical Bid Opening Date</b>	To be Informed later
10	<b>Price Bid Opening Date and Time (Financial Bid Stage)</b>	To be Informed later
11	Place of Tender Opening	Office of the Karimnagar Municipal Corporation
12	Tender Inviting / Opening authority	Commissioner, Karimnagar Municipal Corporation
13	Address/E-mail id	<a href="mailto:ssknr2018@gmail.com">ssknr2018@gmail.com</a>
14	Contact Details:	<b>9849907544 (Mr K.Swamy, Environmental Engineer)</b>
15	Procedure for Bid Submission	1. Bids shall be submitted OFFLINE. 2. Hard Copies addressed to the Commissioner shall be submitted to this office before the date of submission.
16	Bid Security	Rs.10,000/- The Bid Security shall be submitted in the form of Demand Draft drawn in favour of the Commissioner, Municipal Corporation Karimnagar.
17	Eligibility Conditions	As per Clause (7) of the bid document

#### **4. Concession Period**

The Operation and Maintenance of Public Toilets is for 10 Years.

#### **5. Revenue Streams**

The bidders shall maintain the Public Toilet Unit by collection of user charges. At the locations, where there is provision for Cafeteria, **NO** user charges shall be collected from the users of the Public Toilet.

For remaining locations, the maintenance of the Public Toilet shall be carried out by collection of User charges as per the rates decided by the Authority.

#### **6. Site visit and verification of information**

- a) Before filling this application, the Bidder shall visit the Site and satisfy himself as to the conditions prevalent there.
- b) The Bidders must also familiarize themselves with the local conditions of the places where Public Toilets are proposed (the localities as detailed in Schedule I) and take them into account in preparing their proposals. Bidders should have the ability to market with the residents of the respective localities (communities) and the passersby for revenue generation. Therefore, the Bidders should have overall social marketing strategy in place. To obtain first-hand information on the local conditions, the applicants are encouraged to visit the proposed locations before submitting proposals. No financial claims for such visits and for collection of information shall be reimbursable.
- c) The Bidders must carry proper due diligence of the applicable local taxes/charges etc., which may affect their project financials.

#### **7. Eligibility conditions**

- a) The bidder shall be a company or an agency that is registered under Companies Act, 1956 or 2013 or its equivalent or under Limited Liability Partnership Act, 2008 or its equivalent or; an NGO or Society or Trust or Partnership Firm.
- b) The bidder should be operational continuously for the last 3 (Three) years as on the date of submission.

- c) The bidder should have maintained at least (03) Public Toilets for any Government Institution in the last (05) Financial Years. Agreement copies/Work Orders signed by the Competent Authority shall be enclosed. (Duration : FY2015-16 to FY 2019-20).
- d) JV Consortium is not permitted.
- e) The bidder should not have been blacklisted / debarred by any donor agency / State Government / Central Government or its agencies in India or abroad and if blacklisted/debarred for a particular time, such bar (blacklisted / debarred) should not be applicable as on the date of submission of the bid.
- f) Decision of the Authority, regarding the eligibility, is final and binding.

## 8. Preparation and submission of Proposal

### Format and Signing of Bid

The Proposals shall be prepared and submitted in separate envelopes as under

1. ENVELOPE I: Technical Proposal
2. ENVELOPE II: Financial Proposal

Bidder shall provide all the information sought under the Bid Document. The Bid shall be submitted in two parts; viz., the Technical Bid and the Financial Bid. Completed Proposals shall be accepted on or before 03:00 PM, 11.11.2020 (Proposal Due Date) at MCK at the address given below.

***The Commissioner  
Municipal Corporation of Karimnagar,  
Sai Nagar, Karimnagar - 505001,  
Phone: 0878-2243438  
Website : [www.karimnagarcorporation.telangana.gov.in](http://www.karimnagarcorporation.telangana.gov.in)***

Bidders shall furnish the information strictly as per the formats given in this bid document without any ambiguity. MCK shall not be held responsible if the failure of any bidder to provide the information in the prescribed formats results in lack of clarity in interpretation and consequent disqualification.

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

- a. Before submitting the Bid, the Bidders should ensure that they conform to the eligibility criteria as stated in bid document;
- b. Technical proposal should be submitted as per the instructions. Relevant technical details and documentation should be provided along with technical proposal. The Authority shall not allow / permit changes in the technical specifications once it is submitted;
- c. The Bid may not be evaluated and may be rejected by the Authority without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer and
- d. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

**PART-II - FINANCIAL BID** - To quote the Premium per Package of or maintenance of the Project as per the terms and conditions of the draft Concession Agreement and in the format as per Annexure IV (The format for submission of financial Bid).

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

### **Sealing and Marking of Proposals**

The Proposals shall be sealed, marked and submitted as explained below:

The Bidder shall submit the Technical Bid in the formats specified at Annexures-I,II,III along with the necessary documents as mentioned below in this bid document and more specifically



the documents as mentioned in Clause 7 (Eligibility Conditions), and seal it in an envelope and mark the envelope as “TECHNICAL PROPOSAL”.

The Bidder shall submit the Financial Bid for in the format specified at Annexure – IV, and seal the Financial Bid in separate envelope and mark the envelope as “FINANCIAL PROPOSAL”.

The documents accompanying the Bid shall be placed in a separate envelope and marked as “ENCLOSURES OF THE BID”. The documents shall include:

- a. Bid Security;
- b. Power of Attorney for signing of Bid in the format at Appendix–V; and

The properly prepared bids along with the required enclosures shall be submitted in the manner as prescribed in this bid document on or before 03.09.2020, 03:00 PM. The Bids which are deposited after the said date and time shall not be considered.

The three envelopes specified shall be placed in an outer envelope, which shall be sealed. Each of the four envelopes shall clearly bear the following identification:

**“Bid for Operation and Maintenance of Public Toilets at selected locations in Karimnagar Municipal Corporation”** and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

Each of the envelopes shall be addressed to:

*The Commissioner  
Municipal Corporation of Karimnagar,  
Sai Nagar, Karimnagar - 505001,  
Phone: 0878-2243438  
Website : [www.karimnagarcorporation.telangana.gov.in](http://www.karimnagarcorporation.telangana.gov.in)*

## 9. Evaluation of Bids

To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. The Bidder has to respond to the Authority and submit the relevant proof /supporting documents required against clarifications, if applicable.

The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Authority.

Even if only a single Bid is received (and technically qualified) or a single Bid, amongst several, is technically qualified, the Authority retains the right to open the Financial Proposal of such Bid and award the Project.

The evaluation will be done in 2 Steps as explained below:

In Step-I, the technical Proposal shall be opened and examined. All Bidders passing in this Step of the evaluation will be considered responsive enough to be considered for the next step.

In Step-II of evaluation, the Financial Proposals in Envelope 2 of only those Bidders who have passed Step-I shall be opened by MCK in presence of the nominees of the bidders, who choose to attend the same. Bidders shall be ranked H1, H2, H3 etc. in decreasing order of their Financial Proposals. The selection will be made on the basis of the Highest Premium offered (H1). The Bidder quoting the Highest Premium shall be invited to sign the Concession Agreement.

Financial Proposals of Bidders who do not qualify the Step-I of evaluation shall not be opened and will be returned unopened

## **10. Bid Parameter**

The Bid shall comprise the Premium per Package to be quoted by the Bidder in accordance with the provisions of the Bid Document for implementing the Project. The Bidder who offers the Highest Premium per Package shall ordinarily be the Selected Bidder. Please note that the Premium offered shall be over and above any extant of Taxes, Fee, if any, applicable and revised from time to time.

## 11. Bid Security

A Bidder is required to deposit, along with its Bid, a bid security (the “Bid Security”) of Rs.10,000 (Rupees Ten Thousand only), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security. The Bidders shall provide Bid Security in the form of a demand draft to the Authority provided its validity shall not be less than 80 (eighty) days from the Bid Due Date, for the purpose of encashment by the Authority. The Demand Draft shall be obtained from any Public Sector Bank/ Scheduled Bank only. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

## 12. Performance Security

The Bid Security of every unsuccessful Bidder would be returned within a period of four weeks from the date of announcement of the Successful Bidder. The Bid Security submitted by the Successful Bidder would be released upon furnishing of the Performance Security in the form of an irrevocable Bank Guarantee for an amount of Rs.1,00,000/- (Rupees One Lakh only) issued by a scheduled bank located in India in favour of The Commissioner, Municipal Corporation Karimnagar and payable at Karimnagar, Telangana for due and punctual performance of the obligations relating to the project, within 15 days from the date of announcement as Successful bidder. BG should be valid for (122) months from the date of Agreement and will be released within 30 days after completion of (122) months provided that any defect if found shall have to be rectified/complied as per the direction given by Official-In-Charge as appointed by the Authority within said period.

The Bid Security shall be forfeited in the following cases:

- a. If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period.
- b. If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by Municipal Corporation Karimnagar; and
- c. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.

## Annexure – I: Format for Letter of Submission

(In the firm's letter head)

**Ref No:**

**Dated:**

**To**

The Commissioner  
KARIMNAGAR Municipal Corporation,  
KARIMNAGAR 515001,  
Telangana, India.

Sub: Submission of Bid for “**Operation and Maintenance of Public Toilet units in KARIMNAGAR**”.

Sir,

Being duly authorized to represent and act on behalf of \_\_\_\_\_ and having thoroughly examined all the conditions of the invite for Bid 221/F1/MCK/2020-21 Dated: 04-11-2020 for the captioned project, I/we hereby submit our proposal and the relevant information.

1. I/We have examined in detail and have understood and abide by all the terms and conditions stipulated in the above referenced Bid document issued by the Authority. Our submissions/proposal is consistent with all the requirements stated in the Bid Document invite.
2. The information submitted in our proposal is complete; strictly as per the requirements as stipulated in the above referenced bid document invite and is correct to the best of our knowledge and understanding. We shall be solely responsible for any errors or omissions or misrepresentations in our submission/proposal.
3. I / We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

4. We have read the provisions of the bid document and confirm that these are acceptable to us. All necessary clarifications, if any, have been sought for by us and duly clarified.
5. I/We also authorize MCK or their authorized representative to approach individuals, employers and firms to verify our submitted details, competence and general reputation.
6. This call for bid document does not constitute a solicitation. MCK reserves the right to modify or cancel and may recall the bid document.
7. We have not been blacklisted by any donor agency/State Government/Central Government(s)/Central Government or its agencies in India or their equivalent abroad

The undersigned declares that the statements made, and the information provided in the application is complete, true and correct in every detail.

Signed by Authorized Signatory,

[Name]

For and on behalf of [name of Entity]

.....

.....

Seal Date:

Place:

**Annexure-II : APPLICANT'S PROFILE**

Name of the entity	
Legal status of the entity (Company/Partnership/Society/NGO/ Trust/Other)	
Principal place for business	
Head office address	
Address for communication	
URL of the entity's website	
Contact persons (min. two) 1. 2. 3.	
Telephone & mobile number/s 1. 2. 3.	
Fax	
Email 1. 2. 3.	
Date of incorporation/registration	dd/mm/yyyy
Place of incorporation/registration	
Date of commencement of commercial operations	dd/mm/yyyy

<p>No. of employees</p>	<p>Technical Staff:</p> <p>Management Staff:</p> <p>Support Staff:</p> <p>Workers:</p>
<p>Principal business</p>	
<p>Turnover in the last 3 (Three) financial years preceding the submission date</p> <p>Financial Year 1: 201_ - 20__</p> <p>Financial Year 2: 201_ - 201_</p> <p>Financial Year 3: 201_ - 201_</p>	

**Certification:**

I/we hereby declare that the information furnished is true to the best of my/our knowledge.

Signature of the authorized person

Name of the authorized person

**Organization's seal**

### **Annexure – III: Similar Projects Experience**

(To be submitted for **Public toilet or similar project undertaken/planned**)

- Title of the project
- Project cost
- Location of the project
- Status (implemented/ongoing)
- Name of the client
- Contact person at client' send
- Address, telephone no. and email ID of the contact person at client' send
  
- Start date and end date of construction/implementation
- Duration of the project, including Operation and Maintenance(O&M)
- Role in the project (developer/contractor/O&M operator)
- If participated in the project as a consortium member, details of the role in the consortium
- Details of the project
  - (a) No. of stops/shelters
  - (b) Components of the project
  - (c) Details of revenue streams
  - (d) Whether the project was on PPP? If on PPP basis, the PPP model.
  - (e) Details of the project structure
  - (f) Other project highlights

Certification:

I/we hereby declare that the information furnished is true to the best of my/our knowledge.

Name of the authorized person

Signature of the authorized person

**Organization's seal**

Date:

Place:



**Annexure – IV Covering Letter Format for Financial Bid**

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

Reference No:

Date:

To  
The Commissioner  
Municipal Corporation of Karimnagar,  
Karimnagar.

Dear Sir/Madam,

Sub: Bid for **Operating & Maintaining of Public Toilet Units** at selected locations in Karimnagar

Ref: Your Notice No : 221/F1/MCK/2020-21, Dated: 04-11-2020

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

S No	Location	Premium offered per annum
<b>Package-1 (No user charges to be collected from users)</b>		
1	SRSP land Hyderabad Road opp. MLA camp office	
<b>Package-2</b>		
1	Open Gym at LMD (No user charges to be collected from users)	
2	Ujwala Park	
3	Ayush Hospital	

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

Signature with seal .....

Name: .....

Designation: .....

**Annexure-V**

**POWER OF ATTORNEY FOR SIGNING OF BID**

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

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

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

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

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

Notarised

Notes:

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

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

**SCHEDULE - I : Locations**

S No	Location	Revenue Stream
<b>Package-1</b>		
1	SRSP land Hyderabad Road opp. MLA camp office	Cafeteria (no user charges to be collected from Public)
<b>Package-2</b>		
1	Open Gym at LMD	Cafeteria (no user charges to be collected from Public)
2	Ujwala Park	User Charges as decided by the Authority
3	Ayush Hospital	

## **SCHEDULE-II : SCOPE OF WORK**

The private partner whosoever will be selected for the Project is required to Operate and Maintain Toilet Units in Karimnagar City by generating revenue through various modes viz., User Charges, Commercial outlet, Advertisement Charges etc., The following section explains the expectation of Authority from the private partner in order to meet the project objectives

### **Activities to be performed by the Private Partner**

- a) The Public Toilet shall be operational from 04:00 AM to 10:00 PM during all the calendar days including Public Holidays.
- b) Provide essential services for users such as adequate water for general cleanliness of the Public Toilet Units; adequate power supply for proper lighting of the Toilet Units.
- c) Provide essential services such as liquid soap ,soaps, napkins, dust bins etc for users of the public Toilets.
- d) Undertake adequate measures for safety and security of users, including deployment of required personnel for operation, cleaning, security and gadgets such as CCTV etc.
- e) Take necessary precautions for environmental and social safeguards in accordance with applicable norms and guidelines.
- f) Dedicated cleaning staff shall be provided for Public Toilet Units. Engaging men and equipment and provide the disinfectants and implements for cleaning and arrange for sufficient water supply at the urinal / toilets for Cleaning. It is suggested that a female attendant is available during the working hours. They shall be provided with Identity Card and Apron inscribed with name of ULB. The Contact details of the O&M Operator shall be displayed at the entrance of the Toilet.
- g) Quick cleaning is to be carried out by the attendant after each use and the toilet seats and flooring shall be in dry condition after every use.
- h) One person for every unit of Public Toilet to be deployed for cleaning and washing the unit round the clock, including public holiday.
  - Daily washing with water and phenyl washing.
  - Sweeping up to 50 mtrs around the structure and sprinkling of disinfectant mixture of 200 gms (50 gms bleaching powder and 150 gmslime).
  - Disinfectant Toilet cleaner liquid such as Harpic
  - Removal of solid waste – emptying of dust bins at least once in a day as per

MCKprocedure.

- i) Consumables required for cleaning & operation of toilets to be ensured. Provide tools - Cleaning Brooms, Sweeping brooms, Coir brush, Scraping Sheet, Bamboo Basket, Plastic containers, Plastic Buckets, Plastic Mug, Sponge piece, Washing Soap, Phenyl, Disinfectant Toilet Cleaner liquid, Dust Pan, Liquid Soap Solution, Bleaching powder and lime powder shall be supplied to the staff Engaged for the purpose.
- j) Septage cleaning and/or maintenance of Bio Digester(s) shall be taken up at own cost.
- k) To Operate the Public toilet units during the Maintenance period including regular cleaning in surrounding areas, monitoring and functioning of user amenities, handling emergency situations, functioning of information and communication systems, availability of basic infrastructure requirements such as electricity for lighting purposes, proper drainage, removal of municipal solid waste, and telecommunication etc.
- l) The private partner is to specifically ensure that the Toilet units and clustered amenities are clean and free of debris & garbage through regular monitoring, maintenance and solid waste collection.
- m) Maintain cleanliness around the complex to the extent of 50 metres and ensure it is litter free and urination free.
- n) Maintain the Public Toilet Units, Greenery and clustered amenities and all of its components/facilities in good and usable condition and perform routine and periodic maintenance works including civil, water supply, plumbing, sanitary electrical & mechanical works as well as maintenance and servicing.
- o) The private partner is required to replace/rectify the damages/repairs occurred to the structure/component/fittings of the Public Toilet unit with the material of equivalent or superior quality.
- p) The private partner is required to bear all expenses viz., Electricity charges, Water charges etc., towards the operation of the Public Toilet Units and clustered amenities.
- q) The private partner has to ensure proper stock of sanitary napkins at any given time in the coin operated Napkin dispenser provided in the Toilet unit.
- r) Carry out only those commercial activities at the Public Toilets and clustered amenities or elsewhere that is permitted by the Authority, such as collection of User

Charges at the public toilets and other space rentals etc. and earn revenues from such permitted commercial activities during the Maintenance period. Not to use or allow any person to use toilet block for other purposes.

- s) Make timely payments for Premium and applicable Charges to the Municipal Corporation as per mutually agreed terms and conditions to the Authority.
- t) Transfer Public Toilets and clustered amenities to the Authority at the end of the concession period, pursuant to successful completion of necessary inspection, renewals/repairs/replacement.
- u) Day wise Cleaning schedule of the PTU shall be maintained which shall be monitored by Engineer-in-Charge/ Sanitary Inspector appointed by the ULB and duly submit the monthly summarized report to the MCK.
- v) Maintain all the records of:
  - The bills paid to service providers like water and power supply etc,
  - Day wise Record on number of users using the Public Convenience.
  - Month wise summarized reports on the revenue generated and duly submit the report to the First Party.
  - A Complaint or Suggestion Book for the users

### **Penalties**

Following are the list of penalties to be levied if proper maintenance is not ensured during the visit of this Authority or Authorised person(s) appointed by the Authority

- Cleaning and Washing not attended/Janitor absent
  - Rs.500 - (1st time)
  - Rs.1,000 - (2nd time i.e., subsequent day to the date of levy of 1st fine)
  - Notice shall be issued and explanation sought (3rd time) which may lead to termination of the Contract.
- Repairs/Replacements to the Structure/Fittings
  - Rs.500 - Repairs not attended (1st time)
  - Rs. 1,000 - Repairs not attended (2nd attended)
  - Notice shall be issued and may lead to termination.

## DRAFT CONCESSION AGREEMENT

### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made on this day-----

BETWEEN

Karimnagar Municipal Corporation through its Commissioner (hereinafter called the First Party) of the part.

AND

Registered through \_\_\_\_\_(herein after call the second Party) of the other Part. The terms and expressions of the First Party and Second party wherever used or by occurring in this presents shall always, unless expressly on by necessary implications excluded by or contrary to the subject and context, mean and include their respective successors in office.

1. Whereas the first party in order to improve the sanitary conditions in the premises of \_\_\_\_\_ in Karimnagar City has recognized the second party of this work and decided to get Operation and Maintenance of public toilet complex comprising of Water Closets, urinals etc, for the use of general public vide Lr. No. \_\_\_\_\_



2. And whereas the second party at the instances of the first party has agreed to operate and maintain the Public Toilets and to provide for regular maintenance so as to ensure its continuous serviceability during the Concession period of \_.
3. And upon signing this Agreement, the first party to communicate to the second party the possession for the land and hand over to the second party.

**NOW THEREFORE, THIS MEMORANDUM OF AGREEMENT**

**WITNESSETH AS FOLLOWS**

1. The second party has been selected as an agency to operate and maintain the sanitation project place by First Party on the sites as per details given at the above mentioned decided by the Party.
2. **Performance Bank Guarantee**

The Second Party shall for the performance of its obligations during the O & M period, provide the First Party no later than (15) days from the date of issue of LoA/Work Order, an irrevocable and unconditional guarantee from a Bank acceptable to the First Party for Rs.1,00,000 (Rupees One Lakh only) in the form of DD/Bank Guarantee.

Performance Security shall remain in force till (122) months from date of signing of Agreement; provided, however, that the Performance Security shall not be released if the Second Party is in breach of this Agreement.

Upon request made by the Second Party for release of the applicable Performance Security along with the particulars which establish satisfaction of the requirements specified under this Clause, the First Party shall release the Performance Security forthwith after completion of the Agreement Period.

**Appropriation of Performance Security**

In case of any repairs/replacements to the structure / fixtures if not addressed by the Second Party in a stipulated time, First Party shall issue a notice to the Second Party for noncompliance of the identified repairs/replacements. Further, the First Party reserves the right within (7) days from issue of notice to appropriate the Performance Security to such an extent that would be sufficient to address the repairs/replacements to be carried out in the Public Toilet. The Second Party shall ensure to submit a revised Performance Security to match the amount as per Clause (2) within (15) days from appropriation of Performance Security.

**3. Premium**

The Second Party shall pay the First Party an amount of Rs.\_\_\_\_\_ for every (6) months in advance towards Premium per Package for Operating and Maintaining the Public Toilet unit at the \_\_\_\_\_, Karimnagar.

That is the Second Party upon signing this Agreement shall pay to the First Party, a Premium for (6) months in advance prior to taking up the O&M activities. Prior to completion of a period of first (6) months of this Agreement, the Second Party shall pay the Premium for next (6) months in advance and so on and so forth until the completion of the Concession Period.

Delay in payment of Premium to the First Party by no more than (30) days, reserves the First Party, a right to issue notice seeking explanation and terminate this Agreement.

The mode for payment of Premium shall be payable as desired by the First Party.

#### **4. Concession Period**

The date on which the Agreement is signed shall be considered as the commencement of Concession Period. The Second Party shall start operating the Public Toilet. The Project shall enter into commercial service whereupon the Second Party shall be entitled to demand and collect Fee in accordance with the provisions of the Agreement. The Second Party shall operate and maintain the Public Toilet unit for (10) years as to the satisfaction of First Party.

#### **5. User Charges**

The Second Party shall be entitled to collect the following User Charges for the use of facility.

i. Bath	Rs.10/-
ii. Toilets	Rs. 5/-
iii. Urinal	Rs. 2/-

The base Fees shall be revised as per the decision of the Authority.

#### **6. Obligations of the Second Party**

The second Party shall maintain the complex to the satisfaction of the First Party and the First party shall have right of inspection and if any deficiency found shall be intimated to second Party who will rectify the same to the earliest.

The second Party shall bear the Electricity & Water Charges for entire period of construction and maintenance of the toilet complexes upto agreement Period.

The premises of public conveniences complex shall not be used by the second party of any purpose other than for which it is allowed under the Memorandum of agreement for operation and maintenance.

The site and the Work assigned to the Second Party by the First Party shall not be transferred by the Second Party to any person, trust, society or institution in any manner what so ever at any time whether during or after the period of the agreement.

## **7. Obligations of the First Party**

The First Party shall provide all assistance and co- operation to the second Party in the operation and maintenance of public Toilet Complex, Police Protection shall be provided by First party as and when required by the Second Party to meet with any unlawful situation because of anti-social elements.

## **8. Dispute Resolution**

Dispute if any, arising during the period of this agreement between the Parties, the court of Karimnagar shall have exclusive jurisdiction to deal in all matters connected with this agreement.

## **9. Audit Reports**

The Second Party shall submit a statement certified by the Auditors to the First Party duly mentioning the Expenditure incurred and Revenue generated for every Financial Year starting from the date of entry into Commercial activities until completion of the Concession Period. The statement for every Financial Year shall be submitted within (90) days from completion of the then Financial Year.

## **10. Indemnity**

The Second Party will indemnify, defend, save and hold harmless the First Party and its officers, servants, agents, First Party Instrumentalities and First Party owned and/or controlled entities/enterprises, (the "First Party Indemnified Persons") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Second Party of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Second Party to any User, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of this Agreement on the part of the First Party Indemnified Persons.

## 11. Termination

Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Second Party fails to cure the default within a Cure Period of 15 (fifteen) days, the Second Party shall be deemed to be in default of this Agreement (a "Second Party Default"), unless the default has occurred solely as a result of any breach of this Agreement by the First Party or due to Force Majeure. The defaults referred to herein shall include:

- the Performance Security has been encashed and appropriated by the First Party in accordance with Clause 2 and the Second Party fails to replenish or provide fresh Performance Security within a Cure Period of 15 (fifteen) days;
- the Second Party, for reasons solely attributable to an act or omission of itself, abandons or relinquishes the services to the Users to such an extent that there is significant widespread danger to the health of the public in the Service Area and in such a manner as to reasonably justify the First Party in holding that the Second Party's conduct is inconsistent with its intention or ability to carry out the terms and conditions of the Contract.
- the Second Party is in breach of the O&M Requirements;
- the Second Party has failed to make any payment to the First Party which is due and payable within the period specified in this Agreement;
- the Second Party creates any Encumbrance in breach of this Agreement;
- a change in Ownership has occurred in breach of the provisions made in this Agreement;
- the Second Party has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or
- the Second Party commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the First Party.

Without prejudice to any other rights or remedies which the First Party may have under this Agreement, upon occurrence of a Second Party Default, the First Party shall be entitled to terminate this Agreement by issuing a Termination Notice to the Second Party; provided that before issuing the Termination Notice, the First Party shall by a notice inform the Second Party of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Second Party to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice, subject to the provisions of clause.

In case the Second Party violates any of the conditions of the agreement the First Party shall have the right to terminate the Agreement with (1) month prior notice.

## 12. Transfer

Transfer the Project at the end of the Concession Period or upon Termination of the Agreement, in accordance with the provisions thereof.

all its rights and interests in the Project shall pass to and vest in the First Party on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the First Party, and that none of the Project Assets shall be acquired by it, subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;

In witness where of the parties herein have set and subscribe their hands to this agreement on  
----- in presence of witness.

**(Signature & seal of the First Party)**

**Witness:**

- 1.
- 2.

**(Signature & seal of the Second Party)**