

RAMAGUNDAM MUNICIPAL CORPORATION



REQUEST FOR PROPOSAL

FOR

DESIGN, SUPPLY, INSTALLATION, OPERATION (&) MAINTENANCE OF FREE SMART INTERGRATED WASHROOMS ON DESIGN, FINANCE, BUILD, OPERATE & MAINTAIN (DFBOM) BASIS AT **RAMAGUNDAM RAILWAY STATION AREA, MUNICIPAL T JUNCTION AREA , GAUTHAMI NAGAR AREA, CSP COLONY AREA , 5 INCLINE AREA , 8 INC COLONY AREA**

Proposed By:

Commissioner,

Ramagundam Municipal Corporation

Dist: Peddapalli-505209

Ramagundam Municipal Corporation

INVITATION FOR RFP

As a part of its continued efforts to provide better civic services to the citizens of Ramagundam Municipal Corporation (RMC) invites “Request for Proposal” from the Municipal Registered Contractors for “**Design, supply, installation, operation & maintenance of free smart integrated washrooms on Design, Finance, Build, Operate & Maintain (DFBOM) basis in Ramagundam** as per the terms and conditions laid down in this RFP document.

The selected sites are RAMAGUNDAM RAILWAY STATION AREA, MUNICIPAL T JUNCTION AREA, GAUTHAMI NAGAR AREA, CSP COLONY AREA, 5 INCLINE AREA ,8 INC COLONY AREA

Description of item/event	:	
RFP Bid document Download Start Date and Time	:	Date: 31.05.2021 at 3.00PM
Pre-bid meeting date &time and Venue	:	Date: 04.06.2021 at 3.00 PM at O/o RMC Ramagundam
RFP Bid Download End Date	:	Dt: 07.06.2021 up to11.30 AM
Submission of RFP bid document Last Date & Time for	:	Dt: 07.06.2021 @ 4.00 PM
Mode of submission	:	Physical submission in two cover system as prescribed in RFP
Bid security (refundable)	:	Rs. 1,00,000/- in the form of DD drawn in favour of the Commissioner, RMC”
Time & Date for opening of Technical Bid	:	Dt: 09.06 .2021
Date and Time of opening of Financial Bid	:	Communicated later
Address for communication and Bid submission	:	Commissioner Address : O/o Ramagundam Municipal Corporation Cell No: 9491054597(TO) e-mail : ramagundamcorp@gmail.com

The EOI-cum-RFP may be obtained from the O/o.
The Commissioner,
Ramagundam Municipal Corporation,
Near Bus stand, Beside Petrol Bunk,
Godavarikhani,
Telangana- 505209,
Phone:+91-08728-244674

RMC reserves the right, without any obligation or liability to accept or reject the proposals at any stage of the process, to cancel or modify the process or any part thereof or to vary any of the terms and conditions at any time, without assigning any reason whatsoever changes will be posted on RMC website

Commissioner
Ramagundam Municipal Corporation

DISCLAIMER

- The information contained in this Request for Proposals document (the “RFP”) subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority (RMC herein and after called Authority) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and other terms and conditions subject to which such information is provided.
- This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.
- This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
- Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.
- The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
- The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

- The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
- Though adequate care has been taken in the preparation of this Expression of Interest -cum- Request for Qualification Document (EOI-cum-RFP), the Bidder should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned officer immediately on or before the due date. If the said officer receives no intimation within the due date, it shall be deemed that the Bidder is satisfied that the Document is complete in all respects.

**Office of the Commissioner,
Ramagundam Municipal Corporation,
Near Bus stand, Beside Petrol Bunk,
Godavarikhani,
Telangana, 505209**

Email: ramagundamcorp@gmail.com
Mobile:9491054597 (TO)
Phone: 08728-244674

- Neither GOTS/RMC nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this EOI-cum-RFP and it is not possible for them to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI-cum-RFP concerning the project. Certain prospective Bidders may have a better knowledge of the Project than others. Each prospective Bidder should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in this EOI-cum-RFP and obtain independent advice from appropriate source before submission of this EOI-cum-RFP and later RFP if short-listed.
- Neither GOTS/RMC nor their employees will have any liability to any prospective Bidder or any other person under the law of contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this EOI-cum- RFP, the information and any other information supplied by or on behalf of GOTS/RMC or their employees, or otherwise arising in any way from the pre-qualification process for the Project for issue of RFP.
- RMC reserves the right to reject any or all of the EOI - cum - RFP submitted in response to this EOI-cum-RFP Document at any stage without assigning any reasons whatsoever. RMC also reserves the right to hold, or withdraw or cancel the process at any stage under intimation to the Bidders who submit the EOI-cum-RFP.

- The bidders are expected to be aware of the relevant rules and regulations and any other statutory provisions of the respective local authorities/bodies concerning the development of layouts, construction of the buildings, etc.,

ABBREVIATIONS

BOT	Build, Operate and Transfer
DFBOM	DESIGN, FINANCE, BUILD, OPERATE & MAINTAIN
EOI-Cum-RFP	Expression of Interest cum Request for Qualification
GOTS	Government of Telangana State
GOI	Government of India
LFM	Lead Financial Member
LM	Lead Member
LTM	Lead Technical Member
LOA	Letter of Award
MIS	Management Information System
RMC	Ramagundam Municipal Corporation
PPP	Public Private Partnership
RFP	Request for Proposal
SBM	Swachh Bharat Mission
SPV	Special Purpose Vehicle (Project Company)
COD	Central Ordnance Depot
EMD	Earnest Money Deposit

INTRODUCTION

1.1 BACKGROUND - RMC

Ramagundam Municipal Corporation (RMC) is the civic governing body of the city. It was constituted in 1982 and was upgraded to special grade municipality in 2003 and finally to corporation. The jurisdictional area of the corporation is spread over an area of 93.87 Sq.km with 50 municipal wards. Water supply, street lighting, maintenance of roads, drainage and Solid waste management services are provided by the Ramagundam Municipal Corporation.

1.2 Project Background

- 1.2.1 As a part of providing better and modern shopping, marketing and parking facilities, the Government of Telangana through G.O.Ms.No.168, Municipal Administration, Urban Development Department, dated 07.04.2012, issued orders enabling the Ramagundam Municipal Corporation to take up development of Smart washrooms and also development of Commercial activities on its own lands under Design, Finance, Built, Operate, Maintain (DFBOM) mode.
- 1.2.2 The Ramagundam Municipal Corporation (RMC) under the Swachh Bharat Mission Guidelines envisions making the city of Ramagundam, model and liveable city on a mission mode. In this direction, it aims to bring significant improvements in infrastructure and also adopt high quality service delivery standards for enhancing overall quality of life.
- 1.2.3 The project would comprise of construction of smart washrooms along with commercial activities, amenities, parking etc at all said locations. A Fleet of all equipped building and site services like electrical, plumbing fire, fighting services and RO drinking water provided, they follow RMC building regulations. The project would set an example for other public washrooms in town.
- 1.2.4 As per the assessment done under SBM the city requires more toilets and this is an attempt to scale up the accessibility of 24/7 well maintained toilets within the RMC area.
- 1.2.5 Ramagundam Municipal Corporation (herein after called as RMC or the (“**Authority**”)), with the intention to address the problem in public areas and to promote access to safe sanitation facilities that would lead to improved public health, has decided to develop Free to Use Integrated Smart washrooms by engaging Private Operator on Design, Finance, Build, Operation & Maintenance (DFBOM) basis.
- 1.2.6 The Authority has identified locations where there is absence of public toilets and so have demand in development of Public Sanitation facilities.
- 1.2.7 In this connection, it is proposed to avail the services of private service providers for efficient execution of the above Project on Design, Finance, Build, operation & Maintenance (the “DFBOM”) / Install, Operation & and Maintenance basis, and has therefore, decided to carry out the bidding process for selection of a private entity (herein after called as the “**Concessionaire**”) to whom the Project may be awarded.

Integrated Smart Wash rooms and Commercial Activities
(Design Finance Build Operate & Maintain System [DFBOM])

Sl.No.	Name of the location
1.	Municipal T Junction ,NearTelanganaThalli Statue, RTC Bus Depot, Godavarikhani
2.	RAMAGUNDAM RAILWAY STATION AREA,
3.	GAUTHAMI NAGAR AREA,
4.	CSP COLONY AREA ,
5.	5 INCLINE AREA ,
6.	8 INC COLONY AREA

1.2.8 **Smart Washrooms with Commercial Facilities:** This is to be developed under Design, Finance, Build, operation & Maintenance (the “DFBOM”)which envisages that the developer will design, finance, construct, operate, maintain and transfer the complex/building at the end of the agreed concession period free of cost. The scope of development categorized is as follows:

- (i) Integrated Smart Washrooms (Public Utility)
- (ii) Commercial Activities
 - a. Super Market
 - b. Conventional hall
 - c. Banquet hall
 - d. Restaurant
 - e. Residency Hotel facility
 - f. Drive in Restaurant (Optional)
 - g. Parking facility
 - h. Guest Rooms
 - i. Any other

1.2.9 RMC will provide Site Layout plans, specifications and other guidelines for preparation of architectural/engineering plans and designs by the developers subject to any modifications as may be made by RMC

1.2.10 The development, redevelopment and construction of these Smart washrooms with commercial activities shall adhere to the rules and regulations of development prescribed by the respective authorities from time to time

It is a condition precedent that RMC would supply the base plan with necessary specifications and other guidelines based on which each bidder shall have to submit the architectural and engineering plans and designs with EOI-cum-RFP submission. Besides evaluation of technical experience and financial criteria, the said architectural and engineering plans will be scrutinized by the Evaluation Committee and select the best one which will be supplied to each bidder for adoption for submission of RFP and for construction of the buildings.

1.3 REQUEST FOR PROPOSAL

1.3.1 Ramagundam Municipal Corporation (RMC), herein after called the Authority, invites proposals by way of two stage bidding process (Technical & Financial) in response to Request for Proposal for selection of Concessionaire to Design, Supply, Install,

operate and maintain Free to Use Integrated Smart washrooms as per the provisions of the Concession Agreement (CA). The bidder shall be a Registered Municipal Contractor of Ramagundam Municipal Corporation.

- 1.3.2 The primary objective of the Project is to address the problem of open defecation in public places and to promote access to safe sanitation facilities for the communities/passers-by in the respective localities and to boost and stabilize the demand for use of Clean Well maintained Public Toilets; thereby improving the living conditions of the residents and city's Swachata profile.
- 1.3.3 The Selected Bidder shall be responsible for designing, engineering, financing, procurement, installation, operation and maintenance of the Project under and in accordance with the provisions of the concession agreement. The concession Agreement is to be entered into between the Selected Bidder. Indicative models are given Annexure B.

1.4 SCOPE OF THE PROJECT

- 1.4.1 Design, Supply, Installation, Operation and Maintenance of **free smart integrated washrooms** on Design, Finance, Build, Operations and Maintenance (**DFBOM**) basis at the Sites as set forth in Annexure A and in conformity with the Specifications and Standards as set forth in Annexure B enclosed here under.
- 1.4.2 **The Smart Washrooms locations shall be** handed over to the Concessionaire within two weeks from the date of signing of agreement. The construction of the Smart Washrooms shall be completed and commissioned in 6 months from the date of signing of agreement within which the Concessionaire is expected to complete the Designing / drawing, implementation as per the requirements in accordance with technical specifications and standards specified herein with the approval of RMC.
- 1.4.3 Digital Advertisement Panels may be considered after the approval of RMC **Town planning** advertising wing. RMC will extend assistance in getting the requisite permission from statutory bodies in this regard.
- 1.4.4 The standards and specification of Smart Washrooms are given in details at **Annexure B**. The concessionaire can propose the higher specification than the above for approval by the RMC. Indicative models of smart Toilets are given at **Annexure B** and are subject to approval by RMC before installation in accordance with Design and O&M requirements at **Annexure B**
- 1.4.5 Operate & Maintenance such in accordance with the provisions of Concession Agreement.
- I. **Operations & Maintenance:** This includes operation of the Smart Washrooms i.e. Regular cleaning of the Smart Washrooms and its surrounding area, functioning of all the fixtures, deployment of dedicated personnel, supervision and providing of consumables. This includes maintenance and operation of the entire necessary infrastructure provided in Smart Washrooms such as electricity, drainage, sewerage, waste removal, water etc. The concessioner shall be in charge of the cleaning and housekeeping

the other areas created in Smart Washrooms for the other facilities as specified above.

- II. **Water supply:** The Concessionaire shall ensure availability of adequate water at all times for general cleanliness of the Smart Washrooms and for the use of public visiting these public conveniences. Further laying of water line, connection and payment of connection and usage charges shall be the responsibility of the concessionaire. In case of non- feasibility of water supply, the concessionaire has to arrange water at his own cost. RMC will assist in application for water connection.
- III. **Electricity supply:** The Concessionaire shall ensure adequate electricity supply for proper lightings inside and outside the smart wash rooms.
- IV. **Sewerage Disposal.** RMC shall provide municipal sewer connectivity at point not more than 10 meters from the premises. The connection charges and uses charges shall be responsibility of the concessionaire. Where there is no feasibility of municipal sewer line in that case bio-digester is to be provided by the concessionaire at his own cost.
- V. **Landscaping:** The concessionaire shall put plants in and around each Smart Washrooms where space is available as per the approval of the RMC and maintain the same in good condition at all times.
- VI. **Cleaning of Smart Washrooms:** The Concessionaire shall ensure cleaning of the Smart Washrooms / as per the cleaning schedule provided herewith. Dedicated cleaning staff shall be provided by the Concessionaire for Smart Washrooms.
- VII. **Waste Disposal:** The Concessionaire shall provide twin litter bins inside and outside of the Smart Washrooms as specified, and disposal of the collected waste up to nearest municipal bin shall be the responsibility of the Concessionaire.
- VIII. **Watch & Ward:** The watch & ward of the Smart Washrooms, the bidder shall keep the centre manned in the time specified for opening rests with the Concessionaire.
- IX. **Maintenance:** It will include daily, routine and periodic maintenance works in the Smart Washrooms but shall not be limited to the Civil, electrical and mechanical works for the Smart Washrooms, equipment maintenance and servicing. In case of failure of maintenance standards (or) if Toilets are not made available for free public use at any point of time, the RMC will issue notice to the concessionaire to make rectifications within that specified period in the notice failing in which further action will be initiated as per the rules in force.
- X. **Delay in payment:** The Concessionaire shall make regular payment to RMC in which it is due and failure to do so attract an interest of 18% per annum on

the entire unpaid amount payable. If concessionaire will not make payments for two consecutive years, the contract will stand terminated.

- XI. Perform and fulfil all other obligations in accordance with the provisions of the Concession Agreement, and the matter incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire
- XII. The Concessionaire shall have to provide the facilities on Public Convenience (i.e., Smart Washrooms) on Free basis i.e., no user fee should be collected by the concessionaire.
- XIII. The Concessionaire is given the Advertisement Rights to be certified by Advertising wing with regards to the number of boards and dimensions thereof.
- XIV. The Concessionaire can propose any additional sources of revenue subject to the information of the Authority and in accordance with the provisions of Concession Agreement.
- XV. The assessment of actual Project Cost will have to be made by the Bidders.
- XVI. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work.

2. GENERAL INSTRUCTIONS

- 2.1 For the Bidding/RFP Document Purposes "Ramagundam Municipal Corporation shall be referred to as "RMC" and the interested registered contractors shall be referred to as "Bidder".
- 2.2 The Bidders are advised to check before filling in and submitting the bids to get fully acquainted with the scope of work, as no claim whatsoever will be entertained for any alleged ignorance thereof.
- 2.3 The RFP documents may be downloaded from this office website www.ramagundamcorporation.telangana.gov.in.
- 2.4 While all efforts have been made to avoid errors in the drafting of the RFP documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the RFP documents shall be entertained from the bidders.
 - 2.4.1 Each page of the RFP documents must be stamped and signed by the person or persons authorized for submitting the RFP in token of his/their having acquainted himself/themselves and accepted the entire RFP documents including various conditions of contract.

- 2.4.2 Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the RMC. **NO PAGE SHOULD BE REMOVED / DETACHED FROM THIS BIDDING DOCUMENT.**
- 2.5 The bidder shall attach the copy of the authorization letter / authorised representative letter from the owner of the Agency as the proof of authorization for signing on behalf of the Bidder.
- 2.6 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with the requisite documents, or any other requirements, stipulated in the RFP documents are **liable to be rejected.**
- 2.7 The Bidding Agency should be a Municipal Registered Contractor. A bid by a joint venture or a consortium is said to be prohibited .
- 2.8 The Smart integrated washrooms locations shall be handed over to the Concessionaire **within two weeks** from the date of signing of agreement. The installation of the Smart Integrated washrooms shall be completed / implemented in **3 months** from the date of signing of agreement within which the Concessionaire shall complete the designing / drawing, installation and commissioning as per the specifications and standards specified herein.
- 2.9 RFP (Sealed Technical Bid and Financial Bid) is to be submitted for specifying the locations specified in the RFP Document.
- 2.10 RMC will constitute a Monitoring Group comprising of Dy. Commissioner / Manager, Revenue Officer, Sanitary Inspector, Executive Engineer (EE) of this office to monitor project progress and single point platform to sort out issues in implementation and to monitor the performance of the concessionaire during the operation and maintenance of the concession period in the respective circles allotted to them. The above monitoring group shall also be responsible for the revenue collection (Revenue sharing amount and advertisement fee if any) payable to RMC and ensure that the concessionaire pays RMC promptly.
- 2.11 All Smart Washrooms will have to be kept open for the public use from 06.00 AM to 11.55 PM all seven days in a week. And certain notified locations shall be kept opened 24 hours in a day for all seven days a week. Details of Smart Washrooms are given at Smart Washrooms shall remain available for usage **FREE OF ANY CHARGES.**
- 2.12 The design of Smart Washrooms has to be furnished by the Concessionaire before construction activities at site.
- 2.13 The various facilities as given herein the RFP are to be provided in each Smart Washrooms. The concessioner will operate and maintain the Smart Washrooms and housekeeping of all the facilities provided at the Smart Washrooms.
- 2.14 The rights with regard to the land allotted by the RMC for the locations provided in under the concession agreement shall vest with the RMC except that these Smart

Washrooms will be operated and maintained by the Concessionaire during the concession period as per the concession agreement.

3. BIDDING PROCEDURE

3.1 Eligible Developers / Bidders

- 3.1.1 The Developer also called Bidder may be a single entity or consortium of members not exceeding three (referred to as “Bidding Consortium”) coming together to carry out the scope of work for the project. Thus the term used “Bidder or Developer” hereafter would therefore apply to both a single entity and a consortium. The purchaser of this EOI-cum-RFP Document should be the single bidding entity or any one of the members of the Bidding Consortium.

The Bidder shall be one of the following entities

- Sole Proprietor
- Partnership Firm
- Company

The above entities should be registered bodies under their respective valid national laws of their countries. Certificates and notarised documentary evidence from the relevant authorities mentioning the registration and commencement of business and also the Memorandum and Articles of Association or such equivalent certified documentary evidence shall be submitted along with the submission of EOI-cum-RFP. The names, addresses and contact numbers of the respective authorities shall also be submitted in the format given in Appendix II and III.

RMC reserves the right to verify the above details from the respective authorities. The bidder shall give authorization to RMC.

- 3.1.2 The Bidder should submit a Power of Attorney as per the format enclosed at Appendix IIIA authorizing the signatory of the Proposal to commit the Bidder.
- 3.1.3 The EOI-cum-RFP (Proposal) submitted by a Consortium should comply with the following additional requirements:
- i. Number of members in a consortium should not be more than 3 (three)
 - ii. The proposal should contain the information required for each member of the consortium;
 - iii. The proposal should include the roles and responsibilities of the individual members.
 - iv. Members of the consortium shall nominate one member as the Financial Member and one member as the Technical Member and between them one is to be designated as Lead Member. The nomination of the lead member shall be supported by a power of attorney as per the format enclosed at Appendix IIIB signed by all the members. The Financial Member and the Technical Member and other member of the consortium, as the case may be, shall be required to meet the criteria specified in Section 7.
 - v. Members of the consortium shall enter into a Memorandum of Understanding (MOU) for the purpose of submitting its proposal as per the format for Memorandum of Understanding (MOU) given in Appendix IV

- vi. The developer shall submit a Letter of Association with a lead design firm of national or international repute having experience of designing buildings of architectural excellence as specified in Section 7
- VII. The bidder should mention in the document that which location/locations he chooses specifically.

3.1.4 Any business entity which has been barred by RMC, Government of India, Government of Telangana or any other State Governments or any of their agencies, from participating and the bar subsists as on the Proposal Due Date, would not be eligible to submit a Proposal, either individually or as member of a Consortium

3.2 Change in Consortium composition

There shall not be any change in the composition of the Consortium under the normal circumstances during the bidding process. However, under special circumstances, substitution/addition may be considered by RMC only once for one substitution/addition in the members of the Consortium of the bidder. The decision of RMC either to approve or disapprove such substitution shall be final and binding on the bidder. Under any circumstances the number of members of the Consortium shall not exceed three.

3.3 Number of Proposals

An individual member applying as a sole Bidder cannot at the same time be member of any Consortium applying for this project. Further, a member of a particular Consortium cannot be a member of any other Consortium applying for this project. Any member who submits or participates in more than one bid for this project will be disqualified and will also lead to disqualification of the Consortium of which it is a member.

3.4 Proposal Preparation Cost

The Bidder shall be responsible for all of the costs associated with the preparation of its Proposal and its participation in the bidding process. RMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

3.5 Project Inspections and Site Visit

3.5.1 It is desirable that each Bidder submits its EOI-cum-RFP submission after visiting the Project Site and ascertaining themselves, the location, surroundings, traffic or any other matter considered relevant by them.

3.5.2 It would be deemed that by submitting the proposal, the Bidder has:

- (a) Made a complete and careful examination of the bid document, and
- (b) Received all relevant information requested from RMC.

3.5.3 RMC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

4. DOCUMENTS

4.1 Contents of EOI-cum-RFP Document

The Bid Document comprises the contents as listed in the Table of Contents of this document and would additionally include any Addenda issued in accordance with Section 8.

4.2 Clarifications sought by Bidder

A prospective Bidder requiring any clarification on the Bid document may notify RMC in writing or by e-mail to:

Office of the Commissioner,
Ramagundam Municipal Corporation,
Near Bus stand, Beside Petrol Bunk,
Godavarikhani,
Telangana, 505209

Email: ramagundamcorp@gmail.com
Mobile:9491054597 (TO)
Phone: 08728-244674

It may be noted that any clarification or query from any bidder downloading the document from the web shall accompany the DD towards processing fee in absence of which such clarifications or queries will be simply ignored.

The Bidders should send in their queries latest by the Date herein before specified. RMC may, on its own discretion, forward its response(s) to all purchasers of the Bid Document and would include a description of the enquiry without identifying its source.

5. Bidder's Responsibility

- 5.1 Bidders are advised to examine the Project in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation and operation of the Project.
- 5.2 Subject to the provisions of the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- 5.3 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of Bid Document will be at the Bidder's own risk. It would be deemed that prior to the submission of Proposal, the bidder has:
 - (a) made a complete and careful examination of requirements, and other Information set forth in this Bid Document;
 - (b) Received all such relevant information as it has requested from RMC; and
 - (c) Made a complete and careful examination of the various aspects of the Project including but not limited to:
 - (i) The Project Site;
 - (ii) Existing facilities and structures;
 - (iii) The conditions of the access roads and utilities in the vicinity of the Project Site;
 - (iv) Conditions affecting transportation, access, disposal, handling and Storage of the materials;
 - (v) All other matters that might affect the Bidder's performance under the terms of this document.

- 5.4 RMC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.
- 5.5 The Bidder shall be responsible for all the costs associated with the preparation of the Proposal and their participation in the selection process. RMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.
- a) Site Visit, Traffic Study and Field Investigations, if any: The Bidder shall visit and examine the site and obtain for themselves, at their own responsibility, all the information and data that may be necessary for submission of offer, and entering into concession for construction of the Public Toilets, and subsequent operation and maintenance of the same.
- b) The Public Toilets related information, which has been provided in this RFP document, is intended to guide the bidders in preparing their Proposal only. RMC shall not stand guarantee for and shall not be held responsible for the veracity of the data related to cost and revenue, which have been made available in this document.
- 5.6 Familiarity with Clearances: The Bidder should be familiar with the clearances required from various authorities to commence work. A Bidder shall be deemed to have carried out preliminary checks with relevant authorities.

6. BID SECURITY:

- I. The bid shall be accompanied by a bid security (the “Bid Security”) of Rs. 1,00,000/- (Rupees **One Lakh** only), refundable not later than 90 (Ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.
- II. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee in favour of “**Commissioner RMC**” from any nationalised bank / scheduled commercial banks acceptable to the Authority. In case a bank guarantee is provided, its validity period shall not be less than 90 days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as desired by the Authority from time to time. Where a demand draft is provided, its validity shall not be less than 90 (ninety) days from the Bid Due Date, for the purposes of encashment by the Authority. **The Bid shall be summarily rejected if it is not accompanied by the Bid Security.**
- III. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- IV. The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. Where Bid Security has been paid by demand draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders

may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

- V. The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.
- VI. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- VII. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and if
 - a. a Bidder submits a non-responsive Bid;
 - b. a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP;
 - c. a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority.
 - d. the Selected Bidder fails within the specified time limit -
 - i. to sign and return the duplicate copy of LOA (Letter of acceptance); or
 - ii. to sign the Concession Agreement; or
 - iii. To furnish the Performance Security within the period prescribed therefore in the Concession Agreement.
 - iv. The Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.
 - v. Fails to state location /locations

7. MINIMUM ELIGIBILITY CRITERIA/TECHNICAL PREQUALIFICATION FOR BIDDING

The following shall be the minimum eligibility criteria for selection of technical bid of the bidders.

- a. **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form Municipal Registered Contractor. A proof for supporting the legal validity of the Bidder shall be submitted.

- b. **Registration:** The Bidder should be registered with the GST, Employees Provident Fund Organisation, Employees State Insurance Corporation etc. The bidder should also have PAN Card.
- c. **Clearance:** The Bidder should also have clearance from Sales/Service Tax Department, and Income Tax Department etc.
- d. The bidder should have manpower required for Operation & Maintenance. A Notarized affidavit and undertaking that the workers employed would be paid at least minimum wages (both for skilled and unskilled) as per the orders of Govt. of Telangana.

SI No	Particulars	Enclosed (YES/NO)	Remarks
1	Proof of Legal validity of the bidder as Municipal Registered Contractor		
2	Details of Bid Security Deposit		
	Amount		
	Bank Guarantee		
	Draft No & Date of issue , Bank		
3	List of self-attested copies of		
A	ESIC Registration with Code No.		
B	EPF Registration		
C	PAN Card No.		
D	GST Registration Number		
4	Bidder should have manpower for operation and maintenance		
5			
i	Self-declaration		
ii	Notarized affidavit and undertaking the workers employed would be paid at least minimum wages as per the orders of Government of Telangana and oblige all satisfactory requirements with respect to ESI , EPF and labour laws with reference to the workers		
6	Letter comprising bid (Appendix - I)		
7	Bidder Profile (Appendix- II)		
8	Authorization Letter (Appendix- IX)		
9	Power of Attorney (Appendix-III A) if applicable		
10	Submission of designs for the proposed ISWR, submission of Operation and Maintenance plan		
11	Submission of compliant redressal system for ISWR		
12	i) Undertaking as per appendix - VII		
	li) a notarized affidavit on a stamp paper of appropriate value to the effect that they have not been blacklisted or their business dealings with the Govt Ministries/departments have not been banned		

13	Self-attested copy of caste certificates in case of Safaikaramacharies or S C / S Ts		
14	Any Other required documents		

- e. **Financial Sustainability:** The bidder shall prepare cost estimates for executing the work, along with a break up of proposed capital expenditure and target O&M expenses for the concession period along with the estimated target revenue during the concession period. Bidder shall enclose the probable means of financing the project duly certified by the Chartered Accountant.
- f. Any entity which has been barred by the RMC, Central/ State Government, or any entity controlled by them, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit Application the bid.

8. AMENDMENT TO RFP DOCUMENT

- 8.1 At any time prior to the deadline for submission of Proposal, RMC may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP Document by the issuance of Addenda.
- 8.2 Any Addendum thus issued will be sent in writing to all responsive bidders in pre bid meeting (Preferably through e-mail) and will be uploaded on website.
- 8.3 RMC may, at its discretion, extend the Proposal Submission Due Date.

9. Correspondence / Enquiries

All correspondence / enquiries should be submitted to the following in writing by fax / post / courier:

**Office of the Commissioner,
Ramagundam Municipal Corporation,
Near Bus stand, Beside Petrol Bunk,
Godavarikhani,
Telangana, 505209**

Email: ramagundamcorp@gmail.com
Mobile: 9705669347
Phone: 08728-244674

- 9.1 No interpretation, revision, or other communication from RMC regarding the solicitation is valid unless it is in writing and is signed by RMC. RMC may choose to send to all Bidders, written copies of RMC's responses, including a description of the enquiry but without identifying its source to all the Bidders.

10. LANGUAGE

- 10.1 The Proposal submission and all related correspondences should be written in the English language.
- 10.2 Supporting documents and printed literature furnished by bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language.
- 10.3 Supporting materials, which are not translated into English, may not be considered.

10.4 For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

11. Currency

11.1 The currency for the purpose of the Proposal shall be the Indian Rupee (INR). The conversion to Indian Rupees shall be based on the closing exchange rate published by the Reserve Bank of India as on March 31st, 2020 or the nearest prior date for which the RBI rate is available.

11.2 In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given under a footnote with calculations. The exchange rate(s) applied shall be clearly stated.

11.3 RMC reserves the right to use any other suitable exchange rate for the purpose of uniformly evaluating all Bidders.

12. Financial Bid:

12.1 The Concessionaire would be given the right to collect the revenues from advertisement as allowed to bus shelters and the Concessionaire shall pay RMC, the advertising fee as per the existing schedule of charges list provided in the Annexure E in consonance with the advertising policy of RMC. If the advertisement fee Schedule of charges are revised from time to time, the same will be applicable and the concessionaire shall pay RMC accordingly.

12.2 The concessioner can make arrangement for other source of revenue generation through the structures.

12.3 The concessioner shall obtain the required Food and trade License or any other licenses applicable for the particular trade

12.4 The Bidder offering the highest lease to RMC shall be considered as technically qualified bids only evaluated the successful bidder in the technical evaluation where in.

12.5 Lease will be additional to the advertisement charges mentioned above.

12.6 The Concessionaire agreement shall be based on the highest amount offered to RMC.

12.7 The amount shall be done on annual basis or one time settlement in advance payable to RMC.

12.8 Every bidder is expected to submit this financial bid after making his/her own estimates of revenue, before submitting their proposal, considering all costs towards capital expenditure, O&M expenditure, lease and other payable amounts to RMC such as trade license, Advertisement charges etc. and impact of annual escalation of lease etc and fees payable to other departments. No claim or change shall be entertained in this regard at any stage after agreement.

The financial bid shall be submitted accordingly and as per the Format for Financial Bid (attached).

13. Evaluation of Proposal

- 13.1 RMC would open the proposals on the due date and time for EOI-cum- RFP submissions as herein before given.RMC would subsequently examine and evaluate RFPs in accordance with the criteria set out in Section 7.
- 13.2 RMC reserves the right to reject any Proposal, if:
- (a) At any time, a material misrepresentation is made or uncovered; or
 - (b) a material concealment is detected; or
 - (c) the Bidder does not respond promptly and thoroughly to requests for Supplemental information required for the evaluation of the Proposal

14. RIGHT OF ACCEPTANCE AND REJECTIONS OF RMC

- 14.1 Notwithstanding anything contained in the RFP document, RMC reserves the right to accept or reject all Proposal submissions, at any time without assigning any reason for cancellation.
- 14.2 The RMC reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the highest financial offer or any specific bids. The decision of the RMC in this regard shall be final and binding.
- 14.3 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidders bids liable for rejection.
- 14.4 The competent authority of the RMC reserves the right to award any or part or full contract to any successful bidders at its discretion and this will be binding on the bidders.
- 14.5 The RMC may terminate the Contract if it is found that the bidder / successful bidder concessionaire is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.,

15. SUBMISSION INSTRUCTIONS

15.1 BID DOCUMENTATION

- 15.1.1 The Proposal should have no overwriting except as necessary to correct errors made by the Bidders themselves, in which case such corrections must be initialled with date by the person signing the Bid.
- 15.1.2 The Proposal and its copies shall be typed or written in indelible ink and the authorized representative of the Bidder shall initial each page. All the alterations,

omissions, additions, or any other amendments made to the Proposal shall be initialled by the person (s) signing the Bid.

15.2 Format and Signing of Proposal

15.2.1 Bidders would provide all the information as per this Bid Document and in the specified formats. RMC reserves the right to reject any Proposal that is not in the specified formats.

15.2.2 The Proposal should contain all the required and relevant information in the formats prescribed and as shown in the Check List.

15.2.3 The Bidder shall prepare one original of the documents comprising the Proposal as described in this Section clearly marked "ORIGINAL". In addition, the Bidder shall make one (1) copy of the Proposal, clearly marked "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail. The Bidder shall provide an indexed table of contents.

15.2.4 If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.

15.2.5 The Proposal and its copy shall be typed or printed and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal.

15.2.6 Both the original and copy shall be hardbound book form. Submission of the documents in loose form or in spiral binding will amount to non-responsive and is liable for rejection.

15.3 Sealing and Marking of Proposal

15.3.1 The envelope shall indicate the name, address and contact phone number of the Bidder (or the Lead Member in case of a Consortium). The names of the consortium members shall also be written on the envelope.

15.3.2 The envelope shall clearly bear the following identification:

"Design, supply, installation, operation & maintenance of free smartintegrated washrooms on design, finance, build, operate & Maintain (DFBOM) basis at following locations Submission of EOI-cum-RFP Document."

**1. Ramagundam railway station 2. Municipal T Junction area 3.CSP colony area
4. Gouthami Nagar area 5. Five Incline area 6. 8 incline colony area**

15.3.3 The envelope shall be addressed to:

The Commissioner
Ramagundam Municipal Corporation,
Near Bus stand, Beside Petrol Bunk,
Godavarikhani, Telangana, 505209

15.3.4 If the envelope is not sealed and marked as instructed above, the Proposal may be deemed to be non-responsive and would be liable for rejection. RMC assumes no responsibility for the misplacement or premature opening of the Proposal submitted as a result of improper or inadequate sealing.

15.4 Proposal Due Date

15.4.1 Proposals should be submitted on or before the Proposal Due Date as set out here before, at the address provided in this Section in the manner and form as detailed in this Bid Document. Proposals submitted by either facsimile transmission or telex or e-mail will not be acceptable.

15.4.2 RMC, at its sole discretion, may extend the EOI-cum-RFP Proposal Due Date by issuing an Addendum in accordance with Section 8.

15.5 Late Proposals

Any Proposal received by RMC after Proposal Due Date will be returned unopened to the Bidder.

15.6 Validity of Proposal and Extension

The Proposal submitted by Bidder shall be valid for three months from the Proposal submission date. In exceptional circumstances, prior to expiry of the original EOI-cum-RFP submission Validity Period, RMC may request Bidders to extend such Validity Period for a specified additional period.

15.7 Modifications/ Substitution/ Withdrawal of Proposals

The Bidder may modify, substitute or withdraw its Proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by RMC before the Proposal Due Date. No Proposal shall be modified or substituted or withdrawn by the Bidder after the Proposal Due Date and time.

16. CRITERIA FOR SELECTION OF SUCCESSFUL BIDDER

The successful bidder shall be worked out on the basis of highest score obtained by the bidder, as per their technical weightage and Highest lease offered to RMC shall be considered the successful bidder.

Evaluation Parameters:The bidders who satisfy the minimum Technical & Financial eligibility criteria and in case of consortium the shareholding pattern will be pre-qualified/short listed for issue of RFP.

16.1 Eligibility Criteria for Short listing/ Pre-qualification

The developer will be responsible for planning, designing, financing, constructing including onsite infrastructure and maintain/operating the project properties as detailed in this documents under appropriate DFBOM Model for Smart washrooms with commercial activities. The bidder's experience and capability will be evaluated for pre-qualification/short-listing based on the minimum technical and financial criteria given below.

16.1.1 Pre-qualification criteria:

A. Municipal contract Registration

16.2 Tests of Responsiveness

16.2.1 Prior to evaluation of Proposals, RMC will determine whether each Proposal is responsive to the requirements of the Bid Document. A Proposal shall be considered responsive if:

- (a) It is received /deemed to be received by the proposal due date including any extension thereof pursuant to Section 7.
- (b) It is signed, sealed and marked as stipulated in Section 15.
- (c) It is accompanied by the power(s) of attorney as specified in Section 3.
- (d) It contains all the information and documents as requested in the bid document without any conditions or reservations.
- (e) It contains information in formats specified in this bid document.
- (f) It mentions the validity period as set out in Section 15.6
- (g) It is accompanied by the MOU (for consortium), specific to this project, as stipulated in Section 3
- (h) It provides information in reasonable detail. ("Reasonable detail" means that, but for minor deviations, the information can be reviewed and evaluated by RMC without communication with the bidder). RMC reserves the right to determine whether the information has been provided in reasonable detail.
- (i) there are no inconsistencies between the proposal and the supporting documents.

16.2.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one

- (A) which affects in any substantial way, the requirement or
- (b) which limits in any substantial way, inconsistent with the bid document, RMC'S rights or the bidder's obligations under the development agreement, or
- (c) which would affect unfairly the competitive position of other bidders presenting substantially responsive proposals.

16.2.3 RMC reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by RMC in respect of such Proposals.

17. Clarifications Sought by RMC

To assist in the process of evaluation of Proposals, RMC may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.

18. COMPARISON OF BIDS

- 18.1 The committee appointed by the Authority will evaluate the Bids submitted by the Bidders under this RFP based on the security of bids carried out by the tender inviting authority.
- 18.2 The committee reserves the right to call for a presentation on the features and functionalities from the Bidders based on the technical bids submitted to make an evaluation.
- 18.3 The decision of the committee in this regard shall be final and in this regard, no correspondence shall be entertained. The committee will evaluate and compare the bid determined to be substantially responsive and as per the procedure detailed below.
- 18.4 The bids of only those bidders who have submitted the complete bids (Bid Security, technical bids & financial bids) will be considered for bid evaluation process.
- 18.5 The Technical Bids shall be evaluated based on the available documents submitted by the bidder in accordance with the Technical evaluation parameters.
- 18.6 **Technical Evaluation Parameters:** Technical bids shall be opened for further evaluation by the committee for the technical evaluation as per the following elaborated criteria:-

Sl.No	Contents of Technical Bid	Brief description of Criteria	Maximum Marks
1	Design of the Smart Integrated Wash Rooms	Innovative Design, Use of Modern Material, Functionality, Aesthetic and maintainability , Solar Panel, LED fittings and design wit least vandalism, Structure , Monitoring systems and stink sensors , CC Cameras to be installed and to be connected	50
2	Operation and Maintenance Plan	Daily / Weekly / Monthly /Yearly Plan for O&M (5marks) Daily/Weekly/ Monthly Plan for cleaning(5marks) Inspection Reports through Mobile Apps and Email(5 marks) Complaint re-dressal mechanism from general public (5marks)	10
3	Equipment	Mopping, Rubbing through Dry / Wet Vacuum Cleaning machine (Note: List of equipments proposed)	10
4	Manpower	Deploying Supervisors, Man power fitter / Plumber , Sweeper, Housekeeper, helper)	10
5	Reservation	If the Bidder is SC , ST, SafaiKarmachary	20
		TOTAL	100

19. Evaluation and Marks

Evaluation Committee will evaluate and award the marks

20. Opening of Financial Bid and Evaluation

- 20.1 The Financial bids of only those bidders who have secured technical score of 60 marks or more in evaluation of technical bids, as per technical evaluation

parameter set out in the RFP shall be considered for further opening of financial bids for evaluation.

- 20.2 RMC would intimate the date and venue of the opening of the financial Bid of only those bidders who pass through the stage of technical qualification, with a request to be present at the time of the opening.
- 20.3 The Financial Bids would be opened and read out aloud on the said date and venue in the presence of the representatives of the bidders who choose to be present.
- 20.4 The financial bid of those bidders who do not qualify the technical evaluation shall not be opened and no claim in this regard shall be entertained.
- 20.5 Maximum amount to be paid to the RMC for annum over and above shall be the determining criteria for the financial evaluation

21. CONFIDENTIALITY

- 21.1 Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process.
- 21.2 RMC will treat all information submitted as part of Bid in confidence and would require all those who have access to such material to treat the same in confidence. RMC will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

22. Rejection

The proposal submitted by the bidder without the Earnest Money Deposit , Processing Fee shall be liable for rejection.

23. Further Instructions and Guidelines

Other Features and guidelines concerning the sharing of the built space and the DFBO mode as will be detailed in the RFP that will be issued to the pre-qualified bidders are briefly described in Appendix.

24. Concession Period:

- 24.1 The “**Concession Period**” will be **10 (Ten) years** from the date of signing of the concession agreement including the design implementation / installation/ Commissioning period of 3 months.
- 24.2 During this time the concessionaire shall carry out the services as per the technical specifications, performance standards & guidelines given in the concession agreement.
- 24.3 The title of interest, ownership and rights with regard to the land allotted by the RMC for the locations of smart washrooms provided in [Annexure A](#) under the concession agreement shall vest with the RMC except that these Smart Washrooms

will be operated and maintained by the Concessionaire during the concession period as per the concession agreement. On completion of concession period it will be renewed for further period with if concessionaire shall provide consent

25. Share holding Pattern in case of Consortium

- 25.1 The Financial Member and the Technical Member shall hold each a minimum equity stake of 26% of the aggregate shareholding of the special purpose vehicle to be set up for the project at all times during the Development Period. The other member of the consortium shall hold a minimum of equity stake of 11% of the aggregate shareholding of the special purpose vehicle to be set up for the Project up to the date of completion of construction of the project and fulfilment of all the responsibilities and obligations of the member.
- 25.2 If the same member is both the Financial Member and the Technical Member, it shall hold a minimum of 51% of the aggregate shareholding of the special purpose vehicle to be set up.
- 25.3 Notwithstanding the shareholding criteria under Sub-section 25.1, 25.2 as above, the shareholding of the Member designated as Lead Member (either Financial Member or Technical Member under Section 25.1) shall be higher than the other members.
- 25.4 In case of single entity it would be required to commit to hold a minimum equity stake equivalent to 51% of the aggregate shareholding of the Consortium in the Project at all times during the development period and fulfilment of all the responsibilities and obligations of the member.

26. ISSUE OF LETTER OF AWARD AND ENTERING INTO CONCESSIONAIRE AGREEMENT.

- 26.1 The successful Bidder will be issued “Letter of Award” by the RMC and shall sign the concessionaire agreement within 15days of letter of award.
- 26.2 If the Concession Agreement is not signed by the selected bidder within 15days of issuance of the “Letter of Award”, then RMC reserves the right to withdraw the offer, and proceed ahead in any manner it deems fit. In such an eventuality, the Bid Security of successful bidder would be forfeited.
- 26.3 The successful bidder would have to furnish Performance Security as specified herein, before signing of the Concession Agreement. Till such time, the Bid Security of the successful Bidder would remain effective and in possession of RMC

27. CHECK LIST

The EOI-cum-RFP Proposal shall accompany the following:

1. This EOI-cum-RFP each page duly signed by the Authorized Person is to be returned acknowledging the terms and conditions.
2. Letter of Application duly signed by the Authorized person on the letterhead.
3. Details of Bidder along with the Incorporation and commencement of business certificate and Memorandum of Association and Article of Association / Partnership Deed attested by the Authorized Person.
4. Power of Attorney for signing the Proposal executed on Non-judicial stamp paper of value as per law duly supported by a board resolution.

5. Power of Attorney by the members of consortium nominating the lead member executed on Non-judicial stamp paper of value as per law duly supported by a board resolution.
6. Anti-collusion Certificate by each member of the Consortium.
7. Affidavit on Non-judicial stamp paper of value under law by each member of Consortium duly notarised.
8. The MOU executed by Authorized persons of members of consortium on Non-judicial stamp paper of value as per law duly notarised.
9. Letters of Association from the Architectural and Structural Design Firms as
10. List of qualified persons.
- 11 DD / BG towards Bid Security / EMD (page 2)
12. Evidence of payment of processing fees for EOI-cum-RFP (Page 2)
13. Any other required documents

28 EXTENSION OF VALIDITY OF BID

In exceptional circumstances, prior to expiry of the original Bid Validity Period, RMC may request the Bidders in writing to extend the Bid Validity Period for a specified additional period.

29 PERFORMANCE SECURITY

- 29.1 The Concessionaire shall for due and punctual performance of obligations hereunder in relation to the **“NOW” deliver to RMC, a Performance Security of Rs. 1.00 L (Rupees one Lakh only)** in the form of Bank Guarantee/Demand Draft from a Nationalised bank/Scheduled Commercial Bank in favour of Commissioner RMC payable at Ramagundam.
- 29.2 The validity of Performance Security must be up to the end of concession **period plus 30 days**.
- 29.3 This performance security DD/BG shall be returned upon successful completion of the Project on expiry of the concession period within 30 days of expiry of the concession period after adjustment of any dues if any. The Authority (RMC) shall not be liable to pay any interest on the performance security so made and the same shall be interest free.

30 DESIGN OF SMART WASHROOMS WITH COMMERCIAL COMPLEX

- 30.1 The proposed concept design of Smart Washrooms in the area has to be submitted by the bidders considering separate facility for ladies, gents and especially abled persons **“DIVYANG”**.
- 30.2 Other required Smart facilities such as cafés, Potable Water ATM, e-commerce ATM, Service Centre / kiosk, Wi-Fi and Solar Panels, Restaurants, Fuel Stations, Banquet Hall etc. Commercial activities are mandatory for the structures.
- 30.3 Bidder has to keep a Sensor based feedback mechanism which can be monitored by RMC official’s online, linked backend to the RMC Servers.
- 30.4 The requirement of WC seats and Urinal Pots may vary stall to stall and same has to be decided as per the specific requirement.

- 30.5 Location wise design / drawings for Public Toilets and Community Toilets with required facilities are to be submitted by Concessionaire for approval by the RMC / Independent Engineer / PMU as per the site feasibility.
- 30.6 The advertisement Panel shall be of standard specified in the advertising policy of the Government.
- 30.7 Water ATM can be provided by the concessioner through its own arrangement or with other expert Concessionaire in the field as per the agreement with prior approval of RMC. Drinking RO water in sufficient quantity (about 500 ltr) has to be ensured with proper real time display of the quality. The maximum price of RO water per glass / bottle through coin / smart card has to be decided / fixed in consultation with RMC.
- 30.8 Social Messages through poster for the wide spread awareness and instructions has to be placed by the concessionaire in and around the Smart Washrooms / as per the direction of RMC time to time for the larger public behavioural changes.
- 30.9 The design of Public Toilets Units near the market, Road side locations and of Community Toilets may be different as per the requirements. Therefore, contextual design of Smart Washrooms is the most important aspect along with the other smart facilities.

31 DESIGN REQUIREMENTS FOR OPERATION, CLEANING & MAINTENANCE OF SMART WASHROOMS

- 31.1 The reference requirement for better operation, cleaning and maintenance of Smart Public toilets are given in the Annexure B herewith, especially for cleaning schedule item wise, frequency of cleaning, required equipment's / machines and cleaners / detergents.
- 31.2 Requirement for Inspection Card /Report of Smart Public Toilets are given in the Annexure enclosed for reference and for preparing daily / weekly / monthly reports.
- 31.3 Mobile App for Inspection and Report mechanism shall be ready before start of COD. MIS for reporting and complaint redressal mechanism is to be prepared by the concessioner for proper quality services and accountability. The same has to be started with the COD without failure.

32 MILE STONE FOR COMPLETION OF PREFABRICATED SMART WASHROOMS

- 32.1 The Architectural and Engineering working drawings are to be prepared and submitted by the concessionaire **within 1 week** from the date of possession of site for approval by the RMC and execution shall be within 20 days of site handover. After approval of the design / drawings of individual Smart Washrooms the concessionaire will start the construction activities for implementing the Project as per this agreement. Concessionaire will also submit the schedule chart / program for implementing the activities complete so that the above target be achieved.
- 32.2 Construction of Smart Washrooms will have to be completed within 3 months.
- 32.3 Liquidated damages: The Smart Washrooms shall be completed strictly as per the above specified timeline. Failing which liquidity damage per Smart Washrooms wise will be imposed on the Concessionaire.

- 32.4 The liquidity damage for Smart Washrooms if any will be calculated Smart Washrooms wise till the completion/provisional completion for the Smart Washrooms is granted by RMC. The total liquidity damage will be worked out till the completion of the project granted by Municipal Engineer for COD.
- 32.5 The COD will be granted only after depositing the Liquidity Damage to RMC in the form of Demand Draft in favour of Commissioner RMC, Ramagundam.
- 32.6 In case of unavoidable circumstance or delay in completion of individual Smart Washrooms due to RMC's obligation such as sewer line, water supply, electricity etc. the hindrance have to be recorded properly by the Municipal Engineer and such period will not be counted towards the working out the Liquidity Damage for the Smart Washrooms.

33 TOILETS COMPLETION

- 33.1 After completion of construction activities for individual Smart Washrooms, the Smart Washrooms have to be made operational immediately for general public use and will maintain by the concessionaire as per this agreement. But **the commercial activities and advertisements will only start after the issuing of the COD** by the Municipal Engineer.
- 33.2 After opening the individual Smart Washrooms for general public use the social message / creative information of RMC have to be displayed by the concessionaire in the back lit Advertising Display Panels / Digital Advertisement Display Panel, till the grant of COD.
- 33.3 After issue of the issue **COD** by the Municipal Engineer, revenue sharing and the Advertisement fee payable shall be paid by the Concessionaire during the concession period as mentioned therein.

34 GENERAL INSTRUCTIONS

34.1 General terms of Bidding

- 34.1.1 The tender shall be typed and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. All pages of the tender document containing the entries and all corrections or amendments made there in shall be signed by the person or persons signing the tender.
- 34.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 34.1.3 The Bidder should submit a Power of Attorney as per the format at Appendix-III A, authorizing the signatory of the Bid to commit the Bidder.
- 34.1.4 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 34.1.5 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

- 34.1.6 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also **apply mutatis mutandis to Bids** and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 34.1.7 A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.
- 34.1.8 Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- 34.1.8.1 The Bidder, and any other Bidder, have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance Agency, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- 34.1.8.2 Such Bidder, receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder; or

34.1.8.3 Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

34.1.8.4 Such Bidder, has a relationship with another Bidder, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

34.1.8.5 Such Bidder has participated as a consultant to the Authority in the preparation of - any documents, design or technical specifications of the Project.

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

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

34.1.9.1. The Bidder represents and acknowledges to the Authority that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations in the performance of the provisions of this RFP. The Bidder represents all goods/equipment to be supplied in response to this RFP shall meet the standards and specifications as defined in RFP; and

34.1.9.2. If any services, functions or responsibilities not specifically described in this RFP are inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder.

34.1.9.3. By submitting the Bid, the Bidder acknowledges that it was pre-qualified and shortlisted on the basis of its Technical and Financial Capacity and shall, until the 2nd

(second) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such there under.

34.1.9.4. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of the Bidder whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, the Bidder shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire.

34.1.9.5. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

35 Site information

35.1 Bidders shall be deemed to have full knowledge of the site, whether physically inspected or not. The Authority will not accept any responsibility or liability for any errors, omissions, inaccuracies or errors of judgment with respect to information or materials provided by the Authority in this RFP or otherwise, with respect to this site and their surroundings. Although such information and materials are to the best of the Authority's belief, their verification is the sole responsibility of Bidder.

35.2 Bidders may prior to submitting their Proposals for the Project, visit and examine the site of the Project and its surroundings at their own expense and obtain and ascertain for themselves, at their own responsibility, all technical site data and other information necessary for preparing their Proposals.

35.3 It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the bidding documents
- b) received all relevant information requested from the authority;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of the authority relating to any of the matters referred to in clause above;

- d) satisfied itself about all matters, things and information including matters referred to in clause hereinabove necessary and required for submitting an informed bid, execution of the project in accordance with the bidding documents and performance of all of its obligations thereunder;
 - e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters referred to in clause hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the authority, or a ground for termination of the concession agreement by the concessionaire
 - f) Acknowledged that it does not have a conflict of interest; and Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 35.4 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
- 35.5 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 authorized 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 initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. Bids with erasing / overwriting / cutting which are without authentication will be liable for rejection.

36 Verification and Disqualification

- 36.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 36.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
- a. At any time, a material misrepresentation is made or uncovered, or
 - b. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- 36.3 Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then the Authority reserves the right to:
- 36.3.1 Invite the remaining Bidders to submit their Bids in accordance with relevant clauses of RFP document.
 - 36.3.2 Take any such measure(s) as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

- 36.4 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.
- 36.5 Incomplete tenders or tenders not fulfilling any of the conditions specified in the RFP document are liable to be rejected without assigning any reason.

37 Design

37.1 Introduction:

37.1.1 There are various types of toilets such as Public Toilets, Community Toilets or Toilets in office or school etc. Public Toilets facilities are generally open to any member of the Public or restricted to the patrons of the owner of the facility.

37.1.2 Public toilets are places where one is obliged to ease oneself in unfamiliar surroundings among the strangers of the same sex. Therefore, the fundamental principles of design of toilets include psychological studies and not just physical clearances and space requirement.

37.1.3 A number of different activity spaces are occupied by the appliances itself, additional space required by the user and further space for circulation within the toilets. In many cases, these latter spaces may overlap on occasion.

37.1.4 Placing the appliances in order of use simplifies the circulation and reduces the distance travelled by the user. Using sensor-operated appliances should encourage hygiene.

37.2 Supervised installation can prevent vandalism. Even with the mostvandal-resistant appliances, an unsupervised facility will eventually become sub-standard. In most cases, facility engineers and cleaners play an important role, which will result in well-maintained toilets. However, all designs should allow for individual items to be replaced. Pipe work, traps and electrical supplies should be concealed for aesthetic and hygiene reasons.

37.3 Layout

- (a) Single entrance/exit plans work satisfactorily provided the path of the users do not cross each other and the entrance is wide enough. Dispensing with

the entrance door to the public toilet helps to improve the ventilation within the toilet.

- (b) Electronic products for toilets such as flush valves and faucets require minimum maintenance but offer enhanced operations that promote sanitation and perceived cleanliness because of hands-free operation. Simultaneously it has lot of challenges in Public domain.
- (c) Directional signs leading to the toilets should not be too remote from main traffic area to avoid long distance walking for the aged with weak knees. It has to be easily accessible for those with urgency and for better personal safety for the user.
- (d) Signages used should be sufficient and prominently displayed in all main traffic passageways, so that the user does not need to ask for directions.
- (e) Signages used should show contrast of dark solid figure against a white background and significant to be seen by the visually handicapped and the aged.
- (f) The ratio of fittings in male and female toilets should be 1 W.C & 1 Urinal for male: 1 W.C.s for female .and 1 WC for Differently abled / elder people with appropriate grab bars and support. As far as possible, fixtures such as urinals and W.C.s should be fitted back-to-back with common pipe ducts in between. All public toilets should be mechanically ventilated with an exhaust fan with full Air conditioning of Washrooms and Café area.

37.4 Lighting: A well-designed lighting system will save electrical energy and improve the appearance of the toilet. Dark and shadowy, off-coloured lighting can create the impression that a toilet isn't clean. Natural lighting can be used to help create a softer, friendlier environment.

38 TERMS AND CONDITIONS

Contents of proposal: The Bidders shall prepare and submit their bids in accordance with the clauses as per the following Annexures and shall be enclosed with the following filled in Appendixes and other documents as follows

38.1 Technical Bid :

Annexure A	:	Site Location and details
Annexure B	:	The Minimum Specifications and Standards for Smart Washrooms
AnnexureC	:	Requirement for Design and Maintenance of Smart Washrooms in RMC
Appendix I	:	Letter comprising the Bid
Appendix II	:	Bidders Profile
Appendix III	:	Details of Bidders
Appendix IIIA	:	Power of Attorney for signing of Bid's
Appendix IIIB	:	Power of Attorney for Lead Member of Consortium

- Appendix IV : Memorandum of Understanding (MOU)**
- Appendix VB : Certification by Statutory Auditor (Bid Response Sheet 2)**
- Appendix VI : Bank Guarantee for Bid Security**
- Appendix VII : Undertaking**
- Appendix VIII : Format for Financial Bid**
- Appendix IX : Authorization letter format**

- Appendix X : Anti-Collusion Certificate**
- Appendix XI : Affidavit**
- Appendix XII : Model Concessionaire Agreement**

Other Documents :

- i) This RFP document initialled and sealed on each page
- ii) Design of the proposed Smart Integrated Wash Rooms
- iii) Submission of
 - (i) Operation and Maintenance plan
 - (ii) cleaning plan
 - (iii) inspection report and
 - (iv) Complaint redressal system for SIWRs separately.

- 38.1.1 Notarized affidavit and undertaking that the workers employed would be paid at least minimum wages(both for skilled and unskilled) as per orders of Govt. of Telangana and oblige all statutory requirements with respect to ESI, EPF and labour laws , with reference to those workers

- 38.1.2 A notarized affidavit on a stamp paper of appropriate value to the effect that they have not been blacklisted or their business dealings with the Govt. Ministries/ Departments have not been banned.

- 38.1.3 Self-attested copy of caste certificate in case of the bidder is a SC/ST or SafaiKarmacharie's who is a registered under Public Limited / Private Limited Agency, registered under Indian Companies act 1956

- 38.1.4 Self-attested copies of Income tax clearance

- 38.1.5 Self-attested copies of ESI registration certificate with Code, ESI registration certificate, Copy of GST registration and PAN Card

- 38.2 Financial Bid : Format for financial bid as per Appendix VIII

- 38.3 **Clarifications**
 - 38.3.1 Bidders requiring any clarification on the RFP may notify the Authority in the pre-bid meeting (or) in writing by speed post/ courier/ special messenger and by e-mail to reach on or before the date mentioned in the Schedule of Bidding Process as specified in the RFP document. The Authority shall endeavour to respond to the queries not later than 3(three) days prior to the Bid Due Date. The responses will be

sent by e mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

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

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

38.4 Amendment of RFP

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

38.4.2 Any Addendum issued hereunder will be in writing and shall be uploaded on the website along with the RFP document.

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

38.5 Performance Security

The successful bidder/Concessionaire, for due and faithful performance of its obligations under the Concession agreement, shall be required to prove a performance security of Rs.1.00 Lakh per each location) to RMC at the time of agreement.

38.6 Modifications/Substitutions/Withdrawal of bids

No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

38.9 Rejection of Bids

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

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

38.10 Confidentiality

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

38.11 Fraud and corrupt practices

- 38.11.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement.
- 38.11.2 Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.
- 38.11.3 Without prejudice to the rights of the Authority hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 38.11.4 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. "Corrupt Practice" means

- (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or
 - (ii) save and except as permitted under this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- b. “Fraudulent Practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
- c. “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process.
- d. “Undesirable practice” means
- (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or
 - (ii) having a Conflict of Interest; and
- e. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

38.12 Concession Agreement period

The agreement period is 10 (ten) years from date of signing of agreement and may be extendable.

38.13 Exclusive right

38.13.1 The sites will be handed over to the successful bidder (the Concessionaire) on as is basis with exclusive rights to Authority and the ownership of land shall continue to be with the Authority and the Concessionaire shall have to develop all the infrastructure on their own cost. The smart wash rooms and other facilities have to be exclusively used for specified purpose and no other unlawful and illegal activities shall be allowed. The Utilization of the facilities in

derogation / violation of the terms and conditions of RFP shall result in immediate cancellation of the contract and Authority shall be well within its rights to take back possession of sites.

38.13.2 The locations were identified with due diligence considering all aspects. However in any unexpected circumstances in future during the concessionaire period a situation may arise to shift the Smart washrooms compulsorily for a public purpose. In that case(s) the concessionaire shall shift and operate the wash rooms on his/her own cost under the same terms and conditions including contract period end date as per agreement.

38.14 Taxes and duties: The payment payable to Authority is exclusive of all Government taxes and duties and all other Government Levies, Labour Cess and GST, if applicable. Unless otherwise specified, the concessionaire shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

38.15 The Concessionaire shall deploy minimum number of employees and machinery as proposed at the time of his/her bid submission and shall ensure compulsory attendance/presence of such personnel and machinery.

38.16 The Concessionaire shall pay monthly salaries/wages to the staff/personnel regularly following standard practices and as per rules and regulations of the Labour Department, Govt. of Telangana issued from time to time in case of workers. The Concessionaire shall be responsible to make contribution under EPF and ESI rules regularly and deposit the same for all employees deputed under this project.

38.17 All mandatory fees payable to the line departments like TRANSCO, etc (including RMC) and other relevant taxes imposed by the Govt. from time to time during tenure of agreement shall be paid by the Concessionaire and will not be compensated by Authority in any manner. But, Authority **will exempt the Concessionaire for payment of property tax.**

38.18 The Concessionaire shall keep the Smart wash rooms and premises clean in all respects and the Authority reserves the right for conducting inspection and directing the Concessionaire to comply with norms.

38.19 The Authority is not responsible for any untoward incidence and shall not pay compensation in any manner. Any issue arose during the tenure of contract agreement w.r.t operation & usage of the premises by any persons it is the responsibility of the Concessionaire to settle the issue and Authority will neither be responsible for it nor should it be involved in it.

38.20 Notices

38.20.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post / registered mail, telex, telegram or facsimile to such Party.

38.20.2 A party may change its address for notice hereunder by giving the other party notice of such change to the other party.

38.21 Authorized Representatives

Any action required or permitted to be taken, and document required or permitted to be executed, under this Contract by the Authority or the Concessionaire may be taken or executed by the official/person authorized by the Authority and the Concessionaire.

38.22 Force Majeure

38.22.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts, Court orders either directly or indirectly effecting the work or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

38.22.2 Force Majeure shall not include

- (i) any event which is caused by the negligence or intentional action of a Party or such Party’s employees, nor
- (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

38.22.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

38.22.4 No Breach of Contract

38.22.5 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

a) Measures to be taken

- i. A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- ii. A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- iii. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure

b) Payments: During the period of their inability to perform **the smart wash rooms** as a result of an event of Force Majeure, the Authority shall be entitled for taking the payment reasonably for such period after **re-opening the smart wash rooms**.

38.22.6 Consultation : Not later than thirty (30) days after the Concessionaire, as the result of an event of Force Majeure, have become unable to perform a material portion of the work, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

38.22.7 Suspension : The Authority may, by written notice of suspension to the Concessionaire, suspend all payments to the Concessionaire hereunder if the Concessionaire fail to perform any of their obligations under this Contract, including the carrying out of the Work, provided that such notice of suspension shall specify the nature of the failure, and Shall request the Concessionaire to remedy such failure within a period not exceeding thirty (30) days after receipt by the Concessionaire of such notice of suspension.

38.22.8 Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

38.22.9 Termination

(1) By the Authority

The Authority may, by not less than thirty (30) days" written notice of termination to the Concessionaire (except in the event listed in paragraph (vi &vii) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified below

- i. The RMC may terminate the agreement if the Concessionaire causes a fundamental breach of the Contract. Fundamental breaches of Contract include, but shall not be limited to the following.
 - Non-opening of washrooms for general public free of cost
 - Running of facilities for the purpose other than the purpose mentioned in agreement
 - Non-deployment of O&M and cleaning personnel and using of machinery for cleaning as declared in the bid proposal for the purpose of technical qualifications
 - Non-payment of payment to the Authority with in the specified period as per the Terms of condition of the Agreement for 2 consecutive two years.
- ii. if the Concessionaire fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice issued by the Authority , within thirty (30) days of receipt of such notice or within such further period as the Authority may have subsequently approved in writing
- iii. if the Concessionaire become (or, if the Concessionaire consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief

of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- iv. if the Concessionaire fail to comply with any final decision reached as a result of arbitration proceedings, if so;
- v. if the Concessionaire submit to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Concessionaire know to be false;
- vi. if, as the result of Force Majeure, the Concessionaire are unable to perform a material portion of the Work for a period of not less than sixty (60) days; or
- vii. If the Concessionaire, in the judgment of the Authority, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:
 - "*Corrupt practice*" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.
 - "*fraudulent practice*" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower and includes collusive practice among Concessionaire (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.

(2) By the Concessionaire

The Concessionaire may by not less than thirty (30) days written notice to the Authority, such notice to be given after the occurrence of any of the events specified below.

- i. if the Authority fails to handover the sites within sixty (60) days after receiving written notice from the concessionaire that such handing over not done ;
- ii. if, as the result of Force Majeure, the Authority, are unable to perform a material portion of the Work for a period of not less than sixty (60) days; or
- iii. if the Authority fails to comply with any final decision reached as a result of arbitration hereof.

(3) Payment upon Termination

Upon termination of this Contract, the Concessionaire shall make the following payments to the Authority:

- i. Annual payment for the period performed prior to the effective date of termination.

- ii. Amount due to the service departments such as TRANSCO, etc., including RMC for the period prior to the effective date of termination; and

(4) Disputes about Events of Termination

If either Party disputes any termination event occurred, such Party may, within forty- five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration as specified in this document , and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting from arbitral award.

38.23 Penalties:

The Authority shall supervise performance of Concessionaire and reserve the right to impose penalty, as follows

- a) a penalty @2/- per every 8 hours of delay and per each one day of delay as the case may be if the concessionaire fails to rectify complaint within 6 hours after receipt/ occurrence of complaint and fails in rectification of major break down in any Electrical/ Sanitary installation by the next day.
- b) a Penalty of Rs 20/- , Per Toilet / Per Day for improper quality of work i.e. improper cleaning, sanitation, improper supervision, short deployment of equipment and use of inferior quality of consumables.
- c) A penalty, in the form of interest for the delay period, for the delay of annual payment towards lease and other dues to RMC @ of 18% per annum on the total unpaid amount by Concessionaire. The period of delay will be calculated from the date of payment due to the actual payment made (date of realization of payment for this purpose).
- d) If concessionaire will not make payments towards his/her lease payable to RMC for two consecutive two years, the contract will stand terminated .

38.24 Liquidated damages:

The Smart Washrooms shall be completed as per the specified timeline in the RFP. Failing which liquidity damage will be imposed on the Concessionaire.

39 DISPUTES RESOLUTION MECHANISM

If any dispute or differences of any kind what-so-ever arise between the Authority and the Concessionaire in connection with or arising out of this project after entering in to an agreement or the execution of work, these shall be resolved as under.

39.1 Amicable Settlement:

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

39.2 Dispute Settlement:

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by

either Party for settlement in accordance with the provisions specified in the contract.

- 39.3 Whether before its commencement or during the progress of contract or after completion or after the termination, abandonment or breach of the contract, the dispute shall, in the first instance, be referred for settlement to the dispute resolution committee appointed by the Commissioner which shall convey its decision within Ninety days from the date of referring to the chairman of that committee.
- 39.4 If the decision of the committee has conveyed the decision to the Concessionaire and no claim for arbitration has been filed by the Concessionaire within a period of one month from the receipt of the decision, the said decision shall be final and binding upon the both parties and will not be a subject matter of arbitration at all.
- 39.5 **Arbitration:** All disputes or differences which are not settled and conclusive are referred the Arbitration. The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof.

40 FORE CLOSER

- 40.1 *The Authority may, by not less than thirty (30) days issue a written notice of foreclosure (the expiry of the notice period whereof being the date of termination) to the Concessionaire, without assigning any reason whatsoever at any stage of the contract, terminate the contract.*
- 40.2 Up on termination of this contract, the Concessionaire shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover **the smart washrooms** and relieve from all contractual obligations along with no dues certificates from other Service providers and from the Authority.
- 40.3 The Concessionaire shall pay the payment for the period till the date of termination.

41 Miscellaneous

- 41.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of Government and including but not limited to laws of Government of Telangana and the Ramagundam Municipal Corporation Rules and Regulations (if any) in force and as amended from time to time;
- 41.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- 41.2.1 Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- 41.2.2 Consult with any Bidder in order to receive clarification or further information;
- 41.2.3 Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

41.2.4 Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

41.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

ANNEXURE - A

Site Locations & Details

RAMAGUNDAM RAILWAY STATION AREA, MUNICIPAL T JUNCTION, GAUTHAMI NAGAR AREA, CSP COLONY AREA , 5 INCLINE AREA ,8 INC AREA

Tentative Requirements: (This is not final and only indicative in nature; But the Builder may wish to add any innovative facility or requirement)

- Bio Toilets
- Super Market
- Conventional hall
- Banquet hall
- Restaurant
- Residency Hotel facility
- Drive in Restaurant Optional
- ANY OTHER

Annexure B

THE MINIMUM SPECIFICATIONS AND STANDARDS FOR SMART WASHROOMS:

1. The Smart Washrooms as per the Annexure - B, are to be reconstructed /constructed in accordance with the drawings, complete with proper tiling, flooring, LED fixtures, electrical fittings, sanitary fittings, solar photovoltaic roof top panels and plumbing etc.
2. The advertisements are only permitted to display on the front wall and side walls of the Smart Washrooms.
3. The advertisements panel shall as per design approved by RMC. and as per the schedule of advertisements specified by RMC as applicable to Bus shelters
4. The tentative size of advertising panel shall be of 6m x 1.5m (Front panel), 1.5m x 2m (Side wall panel) as per the details given in Annexure "B".
5. No separate structure for advertisements panel above the Smart Washrooms or separate advertisements panel from the Smart Washrooms / shall be allowed to be added after the signing of the LOA.
6. No display/ exhibit of any picture/poster/statue or other articles in any part of the premises are allowed that are repugnant to the general standards of morality and no ambush marketing is permitted. The CONCESSIONAIRE expressly agrees that the decision of the RMC in this regard shall be conclusive and binding on the CONCESSIONAIRE.
7. The provision of the space for various facilities such as Water ATM, e-commerce ATM, Service Centre, Solar Photovoltaic Roof Top Panels , Wi-Fi as per the design approved by RMC are to be provided in each Smart Washrooms. **The number of facilities /requirements shall be as per the site feasibility and the location specific requirements**
8. The Public Toilets shall have separate facility for ladies, gents and specially abled persons (Divyang) along with the other required smart facilities such as **Water ATM, e-commerce ATM, Service Centre / kiosk, Wi-Fi and Solar Roof Panels**. The Toilet facilities shall be provided free to the general users.
9. The requirement of number of WC seats and Urinal Pots may vary site to site and same has to be decided as per the location specific requirements such as Markets, BQS, Road side, JJ cluster etc in consultation with RMC.
10. The material and the fixtures to be used in each Smart Washrooms are given herewith best standard. However, the concessionaire can propose the higher specification than the above for approval by the RMC.
11. Design criteria for preparing/submission the drawings of individual Smart Washrooms in details are given in RFP and in **Annexure**
12. **Water supply:** The Concessionaire shall ensure availability of adequate water at all times for general cleanliness of the Smart Washrooms and for the use of public visiting these public conveniences. Smart Washrooms Further laying of water line, connection and payment of connection & usage charges shall be the responsibility of the concessionaire. In case there is no feasibility of water supply immediately, in that case,

the concessionaire has to arrange water at his own cost. RMC shall assist in the procurement of water connections.

13. **Electricity supply:** The Concessionaire shall ensure adequate electricity supply for proper LED lightings inside and outside the Smart Washrooms from the Solar panels and Municipal electric supply. Fans and exhaust fans shall be energy efficient. The electric supply shall be provided by RMC through prepaid meter at one point not more than 10 meters from the premises and further laying of electric cables, payment of connection and usage charges shall be the responsibility of the concessionaire.
14. **Sewerage Disposal:** The Concessionaire shall ensure disposal of sewerage through pipeline to nearest municipal sewer line at his own cost. RMC shall provide a municipal sewer at point not more than 10 meters from the premises. The connection charges and uses charges shall be responsibility of the concessionaire. Where there is no feasibility of municipal sewer line in that case Bio-digester is to be provided by the concessionaire at his own cost.
15. **Landscaping:** The concessionaire shall put plants in and around each Smart Washroom where space is available as per the approval of the RMC and maintain the same in good condition at all times.
16. **Cleaning of Smart Washrooms:** The Concessionaire shall ensure cleaning of the Smart Washrooms as per the cleaning schedule provided herewith. Dedicated cleaning staff shall be provided by the Concessionaire for Smart Washrooms.
17. Concessioner shall provide feedback panel system for taking Public opinion and voting which shall be directly linked to RMC servers.
18. Stink sensors shall be provided as per standard specifications in each toilet to be linked to RMC monitoring officer.
19. **Waste Disposal:** The Concessionaire shall provide stainless steel litterbins inside and segregated dustbins outside the Smart Washrooms as specified and dispose of the collected waste up to nearest municipal bin.
20. All the necessary electrical fittings/fixtures/ LED/ Exhaust fan/ Hand dryer etc. shall be of standard specifications energy efficient and quality, but not limited to the specified one herein and the work shall be got done through qualified electrician/wireman.
21. All the sanitary fittings/fixtures (WC, Urinal pot, Cistern, Taps, Dispenser, soap dispenser, wash basins etc.) shall be used of standard specifications, but not limited to the specified one herein and the work shall be got done through approved qualified plumber. The fixtures should be leak proof.
22. In case sub-standard/defective material is used, the same shall be replaced by the **CONCESSIONAIRE** at its own cost. In case of any dispute in this regard decision of RMC shall be final.
23. All the Smart Washrooms shall be provided with urinal pots, washbasins, taps, WCs (European Type), flushing cistern for urinals & WCs, soap dispensers, mirrors, toilet paper, spittoons, stainless steel litterbin, exhaust fan, hand dryer, solar roof panels etc.

24. The door and window frames shall be of material of particle board 2 inch thickness with Luxury finish of smart wood . All materials used should be of Fire and weather proof
25. Ladies Toilets are to be provided with paddle operated dustbins.
26. Staff Room / Janitor Room may be provided in the Smart Washrooms / as per drawing, if possible.
27. Entire colour scheme and samples of the materials shall be got approved prior to use in the reconstruction / construction of Smart Washrooms.
28. Prefab boards should be waterproof / resistant. and the thickness shall be as per ISI standards
29. CC Cameras should be provided as per police camera specifications.
- 30. The minimum specifications for the material to be used in Smart Washrooms.**

1.	Walls	Walls to be containerised and panel should have green smart wood, fire resistance , all weather proof and insect resistant
2.	Roof	Prefabricated ceiling with concealed ducts leak proof Roofs with a good load bearing factor , NO RCC will be allowed in the entire structure
3.	Flooring	Granite/Vitrified tile flooring with 18 mm thick granite stone or Granite tiles of Required colour as approved by RMC.
4.	Internal wall cladding	Digital wall tiles of min 5 mm thickness such as NITCO, Somany, Kajaria, Johnson or equivalent on 12 mm thick plaster in cement mortar with polymer adhesive and jointed with white Cement slurry and pigment up to ceiling height matching
5.	External wall cladding	Granite tiles / sand stone/Metal cladding of approved quality & colours as per the drawings
6.	WCs,Urinals& washbasins.	In white / Ivory colour vitreous china conforming to IS 72VARIOUS - Western Style
7.	Cistern	PVC flushing cistern with manually controlled device with concealed Cistern
8.	Storage tank	Polyethylene water storage tank with minimum 5000 lts Capacity
9.	Taps, stop cocks, Angle valves	CP fittings in user area - Jaquar, Hindware, Kohler, Cera or equivalent make of approved quality
10.	Doors & Windows	2inch thick doors with RFID access and door closure
11.	Particle board	Conforming to IS:12823
12.	Electrical wiring, Fittings & Fixtures	All fixtures, wiring& fittings of BIS, standards. All lightings shall be LED lights. Fans, exhaust fans, Hand Dryer shall be
13.	Air conditioning	All areas in the SWC should be air-conditioned and connected

		thru internal ducting and central Odour control Unit
14.	CCTV cameras	IP cameras with live relay and recording to be provided relay to Police control room
15.	Solar Photovoltaic Roof Top Panels	Solar photovoltaic panels of good quality shall be placed on roof for about 2 KW to 3KW capacity as per the site feasibility.

31. Operations & Maintenance:

This includes operation of the Smart Washrooms i.e. regular cleaning of the Smart Washrooms and its surrounding area, functioning of all the fixtures, deployment of dedicated personnel, supervision and providing of consumables. The maintenance and operation of all the necessary infrastructure provided in Smart Washrooms such as electricity, drainage, sewerage, waste removal, water etc. The concessioner shall also clean and housekeeping the other areas created in Smart Washrooms for the other facilities as specified above.

34. MINIMUM MAINTENANCE REQUIREMENTS

- a. All Smart Washrooms should be kept opened from 6.00 a.m. to 11:55 p.m. for all seven days a week. Certain SWC shall be kept opened 24 hours in a day for all seven days a week. However, the Concessionaire may be allowed to open it early and close it later, if the utility is located in parks, markets & commercial areas etc. in consultation with RMC. At some places it may be required to keep it open for round the clock, 24 hours in a day for all seven days a week. The decision of RMC in this regard shall be final.
- b. Dedicated Operations Team, for active monitoring of security and maintenance services on a daily basis.
- c. Water must be always available 24/7 for flushing and washing.
- d. All fittings and fixtures are to be maintained in fully functional condition always.
- e. The surroundings areas are to be kept cleaned at all times. The litter bins should not be overflowing at any time and disposal of garbage to be arranged to as required.
- f. The advertisement panel to be kept clean from dust, stains etc. at all times. It is to be ensured that posters etc. are not posted on any of the panels and on structural part of Smart Washrooms
- g. No leakage from roof to be permitted.
- h. Proper drainage is to be maintained and no accumulation of water, liquid etc. is to be allowed at any time.
- i. The lighting arrangement at the Smart Washrooms is functional at all times.
- j. Electrical safety is to be ensured for users as well as CONCESSIONAIRE'S staff. All structural members, sanitary fittings, electrical fittings and advertisement panel are to be inspected and maintained in good condition as per Good Industry Practices. And shall be certified by Municipal Engineers .

- k. No Single Use plastic is to be used anywhere in the SWC and to be sold on any product in RMC
- l. Sanitary napkin /Tampon dispenser should be provided in the women's smart washrooms.
- m. Sanitary napkin Incinerator should be provided in the women's smart washrooms.
- n. **Air freshener** should be provided in the every smart washroom.
- o. **Soap Dispenser** should be provided in the every smart washroom.
- p. Feminine Hygiene bins should be kept in all Women's washroom.
- q. Broken floor and wall tiles are to be replaced within two days of such event.
- r. Baby Diaper changing station should be installed in Smart Washroom.
- s. Centralised Air-freshener system to be connected to the air-conditioning system to keep the SMC free of odour and it acts as insect repellent.
- t. The staff provided at the Smart Washrooms should be literate and courteous toward the users and assist handicapped and old age users. The staff will always be in uniform as approved by the Municipal engineer.
- u. The flower plants and shrubs are to be maintained and watered regularly and the wastes to be disposed off.
- v. Security of all assets is to be ensured by the Concessionaire. CCTV - IP based to be installed with relay to be provided to Telangana police station.
- w. The advertisements on panels to be changed during off peak periods - preferably during night hours.
- x. Exhaust fans should be functional always.

A round the clock mobile service van should be provided for attending to electric, plumbing and cleanliness related complaints.

ANNEXURE C

REQUIREMENT FOR DESIGN AND MAINTENANCE OF SMART WASHROOMS IN RMC:

1. INTRODUCTION

Public Toilets has evolved an embarrassing subject now a days and has gained widespread awareness and discussion. Toilet issues are related to Design, Behaviour, Public Health, Social Graciousness, Cleaning Skills and Methods, Building Maintenance, Accessibility, Setting Norms and Standards, Legislation, Research & Development, Technologies, Public Education and Environmental issues such as Water.

These issues are different in Smart Washrooms than the same in building which serves different visitors than that of a shopping centre, a school, a hospital, an office, a coffee shop, etc.

The Toilet needs of a man are also different from a woman, a child, an elderly person, an infant and different kinds of handicapped people like the visually handicapped, blind, wheel-chair bound, etc. Furthermore, ethnic and cultural needs also have to be addressed.\

2. Definition of “A Well Designed Toilet”

Anyone, who has even been in an overcrowded or uncomfortable public toilet, will value a good toilet design. The usual demands placed on a high-profile, high traffic and heavily used facility requires extra thoughts for each process. A well-designed public toilet has to be:

- 1 Clean and dry
- 2 Well ventilated
- 3 Easy to maintain
- 4 Carefully planned layout
- 5 Specially abled persons friendly
- 6 Women& Child friendly
- 7 Elderly Friendly

3. Design

There are various types of toilets such as Public Toilets, Community Toilets or Toilets in office or school etc. Public Toilets facilities are generally open to any member of the Public or restricted to the patrons of the owner of the facility. Public toilets are places where one is obliged to ease oneself in unfamiliar surroundings among the strangers of the same sex. Therefore, the fundamental principles of design of toilets include psychological studies and not just physical clearances and space requirement.

3.1. Introduction:

A number of different activity spaces are occupied by the appliances itself, additional space required by the user and further space for circulation within the toilets. In many cases, these latter spaces may overlap on occasion.

Placing the appliances in order of use simplifies the circulation and reduces the distance travelled by the user. Using sensor-operated appliances should encourage hygiene.

3.1.1. No unsupervised installation can prevent vandalism. Even with the most vandal-resistant appliances, an unsupervised facility will eventually become sub-standard. In most cases, facility engineers and cleaners play an important role, which will result in well-maintained toilets. However, all designs should allow for individual items to be replaced. Pipe work, traps and electrical supplies should be concealed for aesthetic and hygiene reasons.

3.1.2. Layout

- (a) Single entrance/exit plans work satisfactorily provided the path of the users do not cross each other and the entrance is wide enough. Dispensing with the entrance door to the public toilet helps to improve the ventilation within the toilet.
- (b) Electronic products for toilets such as flush valves and faucets require minimum maintenance but offer enhanced operations that promote sanitation and perceived cleanliness because of hands-free operation. Simultaneously it has a lot of challenge in Public domain.
- (c) Directional signs leading to the toilets should not be too remote from main traffic area to avoid long distance walking for the aged with weak knees. It has to be easily accessible for those with urgency and for better personal safety for the user.
- (d) Signage's used should be sufficient and prominently displayed in all main traffic passageways, so that the user does not need to ask for directions.
- (e) Signages used should show contrast of dark solid figure against a white background and significant to be seen by the visually handicapped and the aged.
- (f) The ratio of fittings in male and female toilets should be 1 W.C & 1 Urinal for male: 1 W.C.s for female .and 1 WC for Differently abled / elder people with appropriate grab bars and support. As far as possible, fixtures such as urinals and W.C.s should be fitted back-to-back with common pipe ducts in between. All public toilets should be mechanically ventilated with an exhaust fan with full Air conditioning of Washrooms and Café area. .

3.2. Lighting:

3.2.1. A well-designed lighting system will save electrical energy and improve the appearance of the toilet. Dark and shadowy, off-coloured lighting can create the impression that a toilet isn't clean. Natural lighting can be used to help create a softer, friendlier environment.

3.2.2. All public toilets should be provided with warm-colour lighting for general lighting as well as down lights above the wash basin/mirror. The minimum general lighting

level is 300 lux. Warm-colour lighting aids in creating a better ambience in the toilets, which in turn encourages more care and responsibility from the users. LED lights and solar panels to be fitted for Energy efficiency and green

3.3. Materials:

3.3.1. Materials shall be used of durable, resistant to vandalism and neglect. Detailed specification item wise are already given in **Annexure**

3.3.2. Examples of good materials: -

- a. Floor shall be of Non-slip ceramic tiles, natural stone, homogeneous tiles, terrazzo etc.
- b. Wall shall be of Ceramic tiles, natural stone, homogeneous tiles, stainless steel, enamelled steel panels, glass block, aluminium panels, phenolic cladding etc.
- c. Ceiling shall be of Mineral ,metalfibre board, fibrous plaster board, Aluminium panels or strips etc.
- d. Carefully selected, durable materials minimise maintenance and prevent misuse. It is highly desirable that painted finishes are avoided, together with any materials, which are affected by moisture or corrosion (e.g. woodchip products and ferrous metals).
- e. Floor finishes are important material support the image being presented. The finishes must be sufficiently durable to withstand the anticipated traffic levels and the toilet-cleaning frequency should also be sufficient to keep the floor looking well maintained and clean.
- f. Non-slip homogeneous tiles are often selected because they are durable and are relatively easy to clean. The walls should be tiled, allowing the cleaners to sponge down the walls and floors thoroughly with little difficulty.
- g. Wall and floor tiles of large surface areas are encouraged for easy maintenance. Use colours to brighten the toilet, create interest, and produce a conducive environment. Colour, achieved with materials and lighting, is one of the vital ingredients in creating ambience.

3.4. Urinals:

3.4.1. All Urinals should be fitted with a flush valve and may be with an automatic flushing device. The fixture should be concealed for easy maintenance and to deter vandalism.

3.4.2. If two or more urinals are installed, one should be installed at child's height. As a further enhancement to keep the urinal areas dry, stainless steel grating could be installed over the drainage and below the urinal bowls.

3.5. Water Closets:

- 3.5.1. All W.C.s should be wall hung or seated / stand and should be fitted with flushing device.

The fixture should be concealed for easy maintenance and to deter vandalism. W.C. cubicles should be 850mm (min) x 1500mm (min).

- 3.5.2. An abluion tap coupled with hose and a spring-loaded nozzle should be installed in at least 1 W.C compartment in male and female toilets. Floor trap should be provided within the W.C. where it is fitted with the abluion tap. The flooring of W.C. cubicles should be properly graded towards the floor trap so as to keep the floor as dry as possible.

3.6. Wash Basins:

- 3.6.1. The basins should have a minimum size of 500mm in length and 400mm in width or according to the space availability

- 3.6.2. All wash basins should be installed into vanity tops, and located beneath the vanity.

- 3.6.3. Vanity tops should have backsplash and apron edges.

- 3.6.4. All wash basin taps should be to conserve water. The water pressure and tap/wash basin position should not cause water to splash onto user's body during activation.

- 3.6.5. Where there are two or more basins, one should be installed at child's height.

- 3.6.6. In order to keep the floor dry, the vanity top-cum-wash basin should be installed outside the toilets for common use by all users. Liquid soap dispensers, paper towel dispenser or hand dryer and litter bins should be installed adjacent to the washbasins.

3.7. Provision of Facilities

- 3.7.1. All public toilets should be fitted with:

- (a) Waste bins inside each male and female toilet.
- (b) Either paper towel dispenser or hand dryer, directly above or in close proximity to the washbasin.
- (c) Air-conditioning system with central fragrance dispenser in the ducting system
- (d) Suitable air fresheners to promote a fragrant, pleasing environment.
- (e) Sanitizers in each W.C bowl/ urinal fitting.
- (f) Sanitary napkin dispensers & Disposal bins
- (g) Sanitary napkin Incinerators.
- (h) Baby diaper changing station.

3.8. SPECIAL NEEDS FOR UNIVERSAL ACCESSIBLE TOILET FOR CITIZENS WITH SPECIAL CHALLENGES (DIVYANG) / ELDERLY PERSONS:

3.8.1. The provision of toilet for the handicapped in each Smart Washrooms Where sanitary provisions are to be made for wheelchair users, such provisions shall be in accordance with the requirements stipulated for Barrier-Free Accessibility for Smart Washrooms.

3.8.2. The wash basin in handicap toilets should be within reach from a seated position so that the handicapped can do his washing without shifting himself.

3.9. SPECIFICATIONS

Gentle Slope for ramps : 1:12 max

Landing : every 750mm of vertical rise

Width & Depth: Toilet clear inner size 1500mm to 1800mm.

Surface (ramp + landing) should be slip resistant.

A ramp should be accompanied by a flight of easygoing steps.

3.10. HANDRAILS

Handrails should be circular in section with a diameter of 40-50mm of Stainless Steel, at least 45 mm clear from the surface to which they are attached, at the height of 850-900mm from the floor, extend by at least 300mm beyond the head and foot of the flight and ramp, in the line of travel and firmly grouted in the ground.

3.11. TACTILE SURFACE

3.11.1. Ground surface of a different texture through tactile be provided for allowing/ guiding/warning for persons with vision impairment by a tactile signal. Line-type blocks indicate the correct path/route to follow. Dot type blocks indicate warning signal, to screen off obstacles, drops-offs or other hazards, to discourage movement in an incorrect directions and to warn of a corner or junction. Tactile should be placed 300 mm at the beginning and end of the ramps, stairs, and entrance to any door.

3.12. DOOR

3.12.1. Should provide a clear opening of 1100 mm, clear opening of at least 1050 mm with the door swing outwards/inwards

3.12.2. Be fitted with lever action locks and RFID enabled with D- handles of circular section, between 850mm and 1100mm from floor level.

3.12.3. Also be fitted with vision panels at least between 900mm and 1500mm from floor level.

3.12.4. A distance of 450mm to 600mm should be provided beyond the leading edge of door to enable a wheelchair user to maneuver and to reach the handle. Be provided with a horizontal pull bar at least 600mm long on the inside and 140mm long on the outside at a height of 700mm,

3.13. WATER CLOSET (WC)

- 3.13.1. An unobstructed space 900mm wide should be provided from the edge of the WC to the rear wall to facilitate side transfer, together with a clear space 1200mm in front of the WC.
- 3.13.2. Be located between 460mm to 480mm from the centerline of the WC to the adjacent wall.
- 3.13.3. The top of the WC to be 475mm to 490 mm from the floor.
- 3.13.4. Have a back support.
- 3.13.5. Grab bars at the rear and the adjacent wall. On the transfer side-swing away/ up type and on the wall side L-shape grab bars should be provided.

3.14. WASHBASIN

- 3.14.1. Be of dimensions 520mm and 410mm, so mounted that the top edge is between 700mm-800mm from the floor have a knee space of at least 760mm wide by 200 mm deep by 65mm-680mm high.
- 3.14.2. Lever type handles for taps are recommended.
- 3.14.3. Mirror's bottom edge to be 1000 mm from the floor and mirror may be inclined to an angle.

3.15. INSTALLATION STANDARDS:

- 3.15.1. All pipe works should be concealed, except for final connections to the fixtures.
Pipe work exposed to view should be chrome-plated.
- 3.15.2. Avoid surface mounting of cables. They should be fully concealed.
- 3.15.3. Avoid sharp corners or edges. Coved tiles or PVC strips should be provided along these edges as far as possible.
- 3.15.4. Access panels to pipe ducts should be located as far as possible in inconspicuous areas.
- 3.15.5. Mirrors should be flush with the wall surface.

3.16. VENTILATION SYSTEM

- 3.16.1. **Proper ventilation of a public toilet is one of the highest priorities.** Ineffective ventilation can make a public toilet unbearable, even if it is well designed. Effective ventilation ensures that vitiated air is quickly extracted, and helps to avoid dampness and subsequent growth of mold on floors and walls.
- 3.16.2. The toilet air should be extracted to the outside by a mechanical ventilation system at a rate not less than 15 air charges per hour through exhaust fan.

3.16.3. All Areas in the SWC should be air-conditioned with proper temperature monitoring systems

3.17. LANDSCAPING:

3.17.1. The ambience of public toilets can be enhanced further by placing of wall pictures and illuminated by delicate lighting on them. The planters and aquarium shall also be provided inside the Toilet Block and aesthetic landscaping surrounding the toilet / near ingress / egress be developed.

3.18. MAINTENANCE

3.18.1. Sequence of Cleaning

(a) General cleaning should be carried out daily. It should follow a systematic sequence to avoid areas, which were previously cleaned from becoming wet and soiled again before the cleaning process is completed.

(b) The general cleaning should be divided into spot and thorough cleaning. Spot cleaning refers to the process whereby only specific areas are cleaned, Thorough cleaning refers to the cleaning of the entire restroom and is usually carried out once a day. The sequence of cleaning should follow this checklist:

1. Replace all expendable supplies
2. Pick up litter and sweep floor
3. Clean and sanitize commodes and urinals
4. Clean and sanitize basins
5. Clean mirrors and polish all bright work
6. Spot-clean walls, ledges, vents and partitions
7. Wet-mop floors
8. Inspect work and correct any errors

3.18.2. An inspection card should be used in the supervising and monitoring of the daily maintenance of the toilet. This card should be placed at the back of the entrance door to the toilet. A copy of the inspection card is shown herein annexed at **Table-1** given below.

3.18.3. **Schedule Cleaning:** Scheduled cleaning should be carried out periodically on a weekly, fortnightly or monthly basis (different surfaces, wares and fittings require different cleaning periods to maintain their cleanliness). Scheduled cleaning should be carried out during off-peak hours to avoid inconveniencing the user. The periodic cleaning schedule shown **Table-2(A) & 2(B)** annexed herein should be adopted.

3.18.4. **Timing and Frequency of Cleaning:** The timing and frequency of cleaning should be determined by the crowd flow. Cleaning should be done more often during peak hours and less during off-peak hours.

3.18.5. **Basic Equipment and Supplies:** Different equipment for different joints and corners, as well as different disinfectants, should be used in the cleaning of different sanitary wares and fittings. To carry out proper toilet maintenance, cleaners should have the equipment listed in **Table-3** annexed herein.

- 3.18.6. **Correct Use of Cleaning Agents:** Cleaners of public toilets should be trained in the proper usage of specific cleaning, agents and equipment for different types of materials and finishes in the toilets, e.g. tiles, mirrors, stainless steel. A recommended list of the appropriate type of cleaning agents for the different types of finish is shown in **Table-4** annexed herein
- 3.18.7. **Mechanical Ventilation System:** Mechanical ventilation systems should be:-
- (a) Properly maintained to ensure maximum efficiency and optimal operating conditions.
 - (b) Checked and serviced on a monthly basis. Cleaning of the systems should also be done weekly via wiping or dusting.
- 3.18.8. **Training:** Toilet cleaners / Toilet attendant should be properly trained and certified to perform the task well. Supervisors should also be trained with the right knowledge and skills to effectively supervise the cleaners.
- 3.18.9. **Performance-Based Contracts:** Toilet operators who engage cleaning labour / staff for toilet cleaning should specify in their contract a performance-based outcome rather than headcount-based outcome. The performance-based contract should also stipulate a requirement for trained cleaners.
- 3.18.10. **User Education:** Having public education messages in the toilets can help persuade users to do their part in keeping toilets clean. And other social message help to commuters as well maintained hygienic conditions as well as comfort to all.
- 3.18.11. **Persuading Users to do their Part:** Having public education messages in the toilets can help persuade users to do their part in keeping toilets clean. In order to be effective in persuading people to do their part, a message has to be:
- (a) attended to
 - (b) assimilated
 - (c) remembered (for future action)
- 3.19. **SIGNAGES FOR Smart Washrooms:**
- 3.19.1. Each Smart Washrooms displays a sign board “**Maintained by (Name of Concessionaire) for RMC**” along with the RMC logo and well lit at inconspicuous area. The e-mail address of concessionaire and Engineer-in-charge with telephone numbers for any suggestion and complaint by the user.
- 3.19.2. LED signage of appropriate size at least in two number, shall be put on the Smart Washrooms most visible locations for general public display “**Free Public Conveniences**” in Telugu & English language.
- 3.19.3. All the signage shall be preferably in Stainless Steel Plate for the following information : Hand Dryers, Gents Toilet, Ladies Toilet, Toilet for Divyang, Dustbin, No Smoking area, Water ATM.
- 3.19.4. Social Message “keep the Toilet Clean”, “Save Water” , “Use Dustbin”, ”Don’t Spit” , ”Wash your Hand” etc.

Message Design:

3.19.5. The message shall be readable for people readily attend to visuals. This makes the use of visuals an important part of the design of the message. Generally, visuals should be

- (a) Simple and uncluttered
- (b) Attractive
- (c) Eye-catching

3.19.6. The language of public education has to be kept simple. This helps ensure that the message reaches all regardless of their educational level. It also ensures that the message is attended to, understood and remembered for future action.

- (a) Jargon, big words and long sentences should be avoided.
- (b) Slogans can be very effective because they are short, catchy and easy to remember.

3.20. Message Placement:

3.20.1. The usual means of message placement in public toilets are posters and stickers. To maximize the effectiveness of the message, the right medium and manner of placement should be selected.

3.20.2. **The main purpose of user education is to address specific behavioural concerns such as littering, careless aiming or the flinging of water everywhere**

3.20.3. Placed strategically at the spot where the problem behaviour occurs. For example: on the wall above the urinal - to encourage better aiming; At the wash basin area - to discourage flinging of water everywhere.

3.20.4. Posters can be used to convey generic messages such as “Help Keep This Toilet Clean and Nice”.

Table - 2 B

Frequency for Spot Cleaning of Smart Washrooms/ on daily basis.

Sr. No	Description of item/ maintenance task	Frequency for spot Cleaning
(i)	Cleaning of MS/ Stainless steel railing including balusters & Signages	Daily & as and when required.
(ii)	Cleaning of doors / windows	Daily
(iii)	Cleaning /Sweeping of pavement/ walkways / Floors	Once in each shift & as and when required.
(iv)	Cleaning of litterbins etc.	Once in each shift & as and when required including disposal of litters etc. to the nearest RMC dustbin/ compactors.
(v)	Cleaning & Sanitation of toilets/ WC/ Urinals etc.	Regular cleaning of toilets/ WC/ Urinals etc. in each shift and as and when required including dry and wet mopping to keep the floor clean and dry at all times.
(vi)	Cleaning of sanitary fixtures.	2 to 3 times in each shift & as and when required to keep fixture neat and clean.
(vii)	Removal/ disposal of waste of toilets, unchocking of WC, urinals etc.	Once in each shift & as and when required.
(viii)	Checking of all plumbing/ electrical connections /fitting/ fixtures in all the toilet.	Weekly basis or as and when required.
(ix)	Cleaning of surrounding of toilets.	Daily & as and when required.
(x)		

Note:-Thorough cleaning once a day and spot cleaning for the remaining period as per the above frequency specified in Table 2 B.

Table-3: Public Toilet Operation, Cleaning and Maintenance:
Equipment and supplies list for cleaners

1.	Service tray or cart
2.	Premixed glass cleaner (with spray bottle)
3.	Premixed disinfectant cleaner (with spray bottle)
4.	Disinfectant cleaner concentrate
5.	Scouring powder
6.	Stainless Steel Cleaner (if necessary)
7.	Toilet Bowl swab and container
8.	Putty knife
9.	Broom
10.	Mop / Bucket / Wringer
11.	Signages such as “Wet Floor” and “closed for cleaning”
12.	Duster (feather / lambs wool)
13.	Clean cloth
14.	Paper towels / toilet paper / soap
15.	CLEANING AGENTS FOR DIFFERENT FINISHES
16.	Wall / Floor (Ceramic, granite and marble tiles): Use neutral based cleaners or disinfectants. Do not use acid based cleaner on marble
17.	Glass / Mirror (Neutral cleaners can also be used): Use ammonia - or neutral based cleaners
18.	Sanitary Wares: Use disinfectant cleaners
19.	Stainless Steel / Chrome: Use Stainless steel / chrome polish
20.	Plastic / PVC: Use neutral based cleaners
21.	Toilet Bowls : Use disinfectant or mild abrasive liquid cleaners

Letter comprising the Bid

Dated:

To,
The Commissioner,
Ramagundam Municipal Corporation,
Near Bus stand, Beside Petrol Bunk,
Godavarikhani,
Telangana, 505209

Sub: DESIGN, SUPPLY, INSTALLATION, OPERATION (&) MAINTENANCE OFFREE SMART INTERGRATED WASHROOMS ON DESIGN, FINANCE, BUILDING, OPERATE & MAINTAIN (DFBOM) BASIS AT RAMAGUNDAM RAILWAY STATION AREA, MUNICIPAL T JUNCTION, GAUTHAMI NAGAR AREA, CSP COLONY AREA , 5 INCLINE AREA ,8 INC AREA

Dear Sir,

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

- b) I/ We do not have any “conflict of interest” as mentioned in the RFP document; and
- c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- d) I/ We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- e) the undertakings given by us for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
- 8) I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
- 9) I / We believe that I / We satisfy(s) the Eligibility criteria and meet(s) the requirements as specified in the RFP document.
- 10) I / We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 11) I / We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any Concessionaire of the Government or convicted by a Court of Law.
- 12) I / We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
- 13) I/ We acknowledge and agree that in the event of a change in control of our Firm whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Firm or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

- 14) I / We understand that the Selected Bidder shall a registered firm.
- 15) I / We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 16) In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement.
- 17) I / We have studied all the Bidding Documents carefully and also surveyed the [Project and the potential for revenue generation in the areas as specified in the RFP document]. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
- 18) I/We offer a Bid Security of Rs. _____ (Rupees _____ only) to the Authority in accordance with the RFP Document.
- 19) The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
- 20) The documents of Agencying the Technical Bid, & financial bid as specified in the RFP are enclosed along with this letter and submitted in the manner as stipulated in the RFP document.
- 21) I / We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
- 22) I / We agree and undertake to abide by all the terms and conditions of the RFP document.
- 23) I / We shall keep this offer valid for 90 (ninety) days from the Bid Due Date specified in the RFP.
- 24) I / We hereby submit the following Bid for undertaking the aforesaid Project in accordance with the Bidding Documents.

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

Yours faithfully,

(Signature, name and designation of the
Authorized signatory)

Date:

Place:

Name and seal of Bidder/Lead Member

BIDDER'S PROFILE**General:**

Name of the Agency	:	
Name of the Authorized person (Submitting the Bid Shri/Smt.)	:	
Designation of the authorized person submitting the Bid	:	
Name, Designation, address and Mobile Number of alternate contact person from Agency	:	
Address of the Agency	:	
Tel no. with STD code Ph Fax Mobile	:	
Mobile No. of the person submitting the Bid	:	
E-mail of the person submitting the Bid	:	
Organization's email ID	:	
Website Address	:	
Registration & incorporation particulars of the firm Please specify	:	
Name of Director(s)	:	
Email ID of Director (s)	:	
Mobile Number of Director (s)	:	
Bidder's bank, its address and current account number	:	
PAN Number (Please attach copies of PAN Card)	:	
GST Number (Please attach copies of GST Registration Number)	:	
Labour Registration	:	
EPF Registration Number	:	

	:	
ESIC Registration Number	:	
Particulars of Bid Security	:	
Demand Draft / Bank Guarantee No Date	:	
Name of Bank	:	
Address of Bank	:	
Validity of BG/DD	:	

(Signature, name and designation of the
Authorized signatory)

DETAILS OF BIDDERS

1	(a) Name	
	(b) Country of Incorporation	
	(c) Address of the corporate headquarters and its branch office (s), if any, in India	
	(d) Date of incorporation and / or commencement of business	
2	Brief description of the Company including details of its main lines of business and proposed roles and responsibilities in this Project.	
3	Name, Designation, Address and Phone Nos. of Authorized Signatory of the Bidder:	
	(a) Name	
	(b) Designation	
	(c) Company	
	(d) Address	
	(e) Telephone No	
	(f) E-mail Address	
	(g) Fax No	
4	Details of individual (s) who will serve as the point of contract / communication for RMC within the Company	
	(a) Name	
	(b) Designation	
	(c) Company	
	(d) Address	
	(e) Telephone No	
	(f) E-mail Address	
	(g) Fax No	

5	In case of Consortium:		
	(a) The information above (1-4) should be provided by all the Members of the Consortium		
	(b) Information regarding role of each Member should be provided as per table below		
	Sl.No.	Name of Member	Role of the Member % of shareholding
	1		
	2		
3			

(Signature, name and designation of the
Authorized signatory)

Power of Attorney for signing of Bid's

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 the submission of our bid for the _____ Project proposed or being developed by Ramagundam

Municipal Corporation (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2021

For _____

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarised

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

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM
(to be executed by all members)
(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Whereas the Ramagundam Municipal Corporation (hereinafter referred to as “RMC”), has invited Proposals from interested parties for the **Development of Integrated Smart Washrooms along with Commercial Activities Project at RAMAGUNDAM RAILWAY STATION AREA, MUNICIPAL T JUNCTION AREA , GAUTHAMI NAGAR AREA, CSP COLONY AREA , 5 INCLINE AREA ,8 INC COLONY AREA**

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Bid Document and other connected documents in respect of the Project, and Whereas, it is necessary under the Bid Document for the members of the Consortium to designate one of them as the Financial Member and another as Technical member and between FM & TM one of them shall be nominated as Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s proposal for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. _____, M/s. _____ and M/s. _____ (the respective names and addresses of the registered office) do hereby designate M/s. _____ being the FM / TM as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s proposal for the Project, including submission of application/ proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with RMC, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Development Agreement is entered into with RMC.

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

Dated this _____ Day of _____ 2021

(Executants)

(To be executed by all the members of the Consortium)

FORMAT FOR MEMORANDUM OF UNDERSTANDING (MOU)
(On Non - judicial stamp paper of Rs 100/- or such equivalent
document duly attested by notary public)

This Memorandum of Understanding (MoU) entered into this ____day of _____ 2021 at

Among

_____ (hereinafter referred as" _____") and having office at _____, India
Party of the First Part

And

_____ (hereinafter referred as" _____") and having office at _____, India
Party of the Second Part

And

_____ (hereinafter referred as" _____") and having office at _____, India Party
of the Third Part

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Ramagundam Municipal Corporation, has invited Expression of Interest cum Request for Qualification (RFP) from entities interested for **DESIGN, SUPPLY, INSTALLATION, OPERATION (&) MAINTENANCE OF FREE SMART INTERGRATED WASHROOMS ON DESIGN, FINANCE, BUILD, OPERATE & MAINTAIN (DFBOM) BASIS AT MUNICIPAL T JUNCTION NEAR TELUGUTALLI STATUE, RAJIV HIGHWAY IN RAMAGUNDAM** hereinafter called the "Project" as per the terms contained in the EOI-cum-RFP Document and as may be specified in the RFP containing the terms of Development Agreement to be issued if pre-qualified.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Parties will form a Special Purpose Vehicle (SPV) with the shareholding commitment expressly stated. The said SPV shall not undertake any other business during the Development Period.
2. That the equity share holding of the Parties in the issued and paid up capital of the SPV shall not be less than as Specified Under Evaluation Criteria Mentioned in EOI-Cum-RFP Document during the Development Period.

3. That M/s_____, M/s_____, and M/s. _____ who are Members ofthe Consortium commit to hold the following equity stake in the SPV which are in line with therequirements of EOI-Cum-RFP.

Name of Member	Type of Member	% of shareholding
1. M/s.		
2. M/s.		
3. M/s.		

4. That any dilution in the equity holding by the Parties in the SPV shall be as per the provisions ofthe Development Agreement, that will be executed on award of the Project to us.
5. That the shareholding commitments shall be recorded in the development agreement and nochanges shall be allowed thereof, except in accordance with the provisions of the RFP, if prequalifiedthe Request for Proposal that will be issued to us and the development agreementthat will be executed if the Project is awarded to us.
6. That the Parties shall carry out all responsibilities as Developer in terms of theDevelopmentagreement.
7. That the roles and the responsibilities of each Party at each stage of the Bidding shall be asfollows:

Name of Member	Type of Member	% of shareholding
1. M/s.		
2. M/s.		
3. M/s.		

8. That the Parties shall be jointly and severally liable for the execution of the Project inaccordance with the terms of the development agreement to be executed on award of theProject.
9. That the Parties affirm that they shall implement the Project in good faith and shall take allnecessary steps to see the Project through expeditiously. They shall not negotiate with any otherparty for this Project.
10. That this MoU shall be governed in accordance with the laws of India and courts in Ramagundam shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

Witness:

1. First Party
2. Second Party
3. Third Party

NOTARY

Bid Response Sheet 2

Format for Certification by Statutory Auditor

This is to certify that _____ (Name of the Bidder/Consortium Member) has developed /constructed _____ (Title & Nature of the Project). This Project was completed on _____ (Date of completion of the Project). The Role of bidder in the Project was _____ and in case of JV the Percentage of Share holding was _____. We further certify that total cost of the Project, as on the date of commissioning was Rs.-----.

This has been calculated in accordance with the provisions of the Bid Document issued by RMC for the Development of the Project under DFBOM mode.

Seal

Signature of Statutory Auditor
Name
Membership No-----
Name of the Statutory Enrolment Body

Note:

To be provided by Single Entity Bidder and in case of consortium by each member claiming experience.

Bank Guarantee for Bid Security

B.G. No.

Dated:

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

However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 90 (Ninety) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. _____ (Rupees _____ only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before

[..... (Indicate date falling 90 days after the Bid Due Date)].

Signed and Delivered by Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

UNDERTAKING

a. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.

b. I/We give the rights to the competent authority of the RMC to forfeit the Earnest Money/Security money deposit by me/us and initiate proceedings to blacklist me/us in case of breach of conditions of Contract.

c. I hereby undertake to provide the manpower for housekeeping services as per the directions given in the RFP document/contract agreement.

We agree and acknowledge that the Said obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

Place:

Date:

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

Seal of the Bidder

Format for Financial Bid

Name of proposal: RFP for“DESIGN, SUPPLY, INSTALLATION, OPERATION (&)MAINTENANCE OF FREE SMART INTERGRATED WASHROOMS ON DESIGN,FINANCE, BUILD, OPERATE & MAINTAIN (DFBOM) BASIS AT **RAMAGUNDAM RAILWAY STATION AREA, MUNICIPAL T JUNCTION, GAUTHAMI NAGAR AREA, CSP COLONY AREA , 5 INCLINE AREA ,8 INC AREA**

I/We agree to pay RMC, an amount of Rs._____ [in figures] [in words] [Rupees_____] per year towards lease amount) for the entire concession agreement period.

I/We, agree to pay the advertisement fee and trade license fee if any , as applicable, as per RMC norms and also understood that fees will change from time to time during the concession period.

I/We agree to pay the amount payable to RMC on annual basis in advance in accordance with the provisional of the request for proposal (RFP) before completion of the year.

Authorized Signatory
(With stamp of concessionaire)

Authorization letter format

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

Ref No:

To

The Commissioner,

Ramagundam Municipal Corporation,

Ramagundam - 505209.

Dear Sir,

Sub: DESIGN, SUPPLY, INSTALLATION, OPERATION (&) MAINTENANCE OFFREE SMART INTERGRATED WASHROOMS ON DESIGN, FINANCE, BUILD, OPERATE & MAINTAIN (DFBOM) BASIS AT MUNICIPAL T JUNCTION NEAR TELUGUTALLI STATUE, RAJIV HIGHWAY IN RAMAGUNDAM, RMC

Ref: Your RFP No.

Dated:

This has reference to your above RFP.

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

Yours sincerely,

FORMAT FOR ANTI-COLLUSION CERTIFICATE
(To be executed by each Member of Consortium)

We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated this _____ Day of _____, 2021

Name of the Bidder/Consortium Member

Signature of the Authorised Person

Name of the Authorised Person

FORMAT FOR AFFIDAVIT

(Separate Affidavits are to be submitted by each member in case bidder is a Consortium)

(Affidavit should be executed on a Non Judicial stamp paper of Rs 100/- or such equivalent document duly attested by Notary Public)

1. I, _____ the undersigned, do hereby certify that all the statements made in the EOI-cum-RFP are true and correct
2. The undersigned also hereby certifies that neither our firm M/s..... nor any of its directors / constituent partners have abandoned any work in India and / abroad nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application nor have been barred by any agency of GOI or GOTS from participating in any projects of DFBOM or otherwise
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary as requested by GOTS to verify this statement or regarding my (our) competence and general reputation
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the GOTS

Signature of authorized person

Name

Designation

Name of Firm

Date

Model Concessionaire Agreement

(To be executed on Stamp paper of appropriate value)

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

AMONGEST

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A) Ramagundam Municipal Corporation having its office at Godavarikhani, Ramagundam, Telangana State (hereinafter referred to as the **“First Party”** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Proposals (the **Proposals”**) by its Request for Proposal No. dated (the **“RFP”**) for the Selection of a

Concessionaire for **Design, supply, installation, operation & maintenance of free smartintegrated washrooms on design, finance, build, operate & Maintain (DFBOM) basis”**

(B).....reg istered under.....and having its registered office at(Hereinafter referred to as the **“Second Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

WHEREAS,

NOW IT IS HEREBY AGREED as follows:

Agreement terms and conditions

All Annexures & Appendices

Copy of Accepted Lol

Copy of Performance security deposit

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

SIGNED, SEALED AND DELIVERED BY

a) First Party

(Signature)

Name :

Designation :

Address :

b) Second Party

(Signature)

Name:

Designation:

Address: