



Guwahati Municipal Corporation

Request for proposal Document (RFP)

Construction, Operation & Maintenance of Modern Public Toilet at –

- Campus of the Office of the Deputy Commissioner, Kamrup (M)

Office of the Commissioner, Guwahati Municipal Corporation,
Panbazaar, Guwahati

Date of issue of Bid Document:	01/05/2017
Date of Pre Bid Meeting:	12/05/2017 at 14.30 hours
Last Date of Submission of Bid Document:	Up to 2.00 pm of 22/05/2017
Date of opening of Bid Document:	22/05 /2017 at 2.30 pm

Disclaimer

The information contained in this RFP document provided to the Bidder(s), by or on behalf of Guwahati Municipal Corporation (hereinafter referred to as "GMC" or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for GMC, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. GMC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

GMC may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

**GUWAHATI MUNICIPAL CORPORATION
INVITATIONS FOR PROPOSALS (RFP)
NATIONAL COMPETITIVE BIDDING**

GCS/PMC/779/17/1124

Date:- 29 /04 /2017

Sealed Tenders are invited for the following works as per details furnished below:-

Sl. No.	Name of Work	Cost of Bid Document	Eligibility Criteria	Date & Time of Submission of Bids
1.	Construction, Operation & Maintenance of Modern Public Toilet at the campus of the office of the Deputy Commissioner, Kamrup (M)	Rs. 1000.00	Refer prequalification criteria in Bid Document	22 / 05 /2017 up to 2.00 PM

The detailed Bid document can be downloaded from Website <http://www.gmcportal.in> from 01 / 05 /2017. A document fee of Rs. 1000/- shall be paid in the form of demand draft in favour of Commissioner, Guwahati Municipal Corporation. Otherwise downloaded Tender document shall not be considered. RFP must be dropped in the tender box kept in the Office of the Commissioner, Chief Engineer Branch, Guwahati Municipal Corporation, Panbazar, Guwahati -781001 on or before 1400 hours on – 22/05/2017 and the opening of tenders will be on 22/05/2017 at 14.30 hours. Other details can be seen in the RFP documents.

s.d./-
**Commissioner,
Guwahati Municipal Corporation
Guwahati**

Memo No: - GCS/PMC/779/17/1124 -A-

Date: 22/04/2017

Copy to: -

1. The Deputy Commissioner, Kamrup (M), for favour of kind information.
2. The M.S, Guwahati Municipal Corporation, for appraisal to the Hon'ble Mayor and members of Mayor-in-Council, GMC.
3. The Chief Engineer I and Chief Engineer II, GMC, for information.
4. The Chief Accounts and Audit Officer, GMC, for information and necessary action.
5. The Divisional Engineer, Div-I, II, III, IV, V &VI for wide circulation.q[
6. Sri. Rajib Dutta, Software Developer, PMC, for making arrangement of uploading the RFP in the GMC website.
7. The District Information Relation Officer, Kamrup (M), for publication of the above tender notice in one issue of The Assam Tribune, and "Aamar Asom".
8. In-charge, Tender Room, for information and necessary action.
9. Notice board.

s.d./-
**Commissioner,
Guwahati Municipal Corporation
Guwahati**

SCHEDULE OF BIDDING PROCESS

GMC would endeavour to adhere to the following schedule from the date of issue of notification during the Bidding Process:

Events	Date
Downloading of the RFP document	01/05/2017
Last date for Pre bid queries to be submitted by the bidders in sealed covers/ e-mailed to guwahaticom@gmail.com	10/05/2017
Response to Queries (Prebid meeting)	12/05/2017 at 2.30 P.M
Tender Due Date / last date for submission of the RFP	22/05/2017 upto 2.00 P.M.
Opening of Technical bid	22/05/2017 at 2.30 P.M.
Opening of Financial bid	To be notified later.
Place of opening of Technical bid and Financial bid	Office of the Commissioner, Guwahati Municipal Corporation, Panbazar, Guwahati-1
Address for communication	Office of the Commissioner, Guwahati Municipal Corporation, Panbazar, Guwahati-1



**Office of the Commissioner:: Guwahati Municipal Corporation
:: Guwahati:: Panbazar :: Guwahati-781001 ::**

Invitation for Bids.

Guwahati Municipal Corporation is responsible for management of public utilities in the city of Guwahati. In this context Guwahati Municipal Corporation intends to issue Request for Proposal for selection of agency for construction and maintenance of modern public toilets in the city of Guwahati.

1. Guwahati Municipal Corporation invites Proposals from eligible bidders for construction & maintenance of modern public toilet in selected location
2. Softcopy of the RFP documents may be downloaded from the website www.gmcportal.in. A fee of Rs. 1000/- shall be paid in the form of demand draft in favour of Commissioner, Guwahati Municipal Corporation. Otherwise downloaded Tender document shall not be considered.
3. RFP must be dropped in the drop box placed in the office of the Commissioner, Chief Engineer Branch, Guwahati Municipal Corporation, Panbazaar, Guwahati -781001 on or before 1400 hours on - 22/05/2017 and the opening of tenders will be on 22/05/2017 at 14.30 hours.
5. Other details can be seen in the RFP documents.

s.d./-

Commissioner

Guwahati Municipal Corporation

Panbazaar, Guwahati- 1

Instructions to Bidder

1. GMC intends to adopt a single stage two cover system bidding process for selection of an agency for construction, operation & maintenance of modern public toilets at selected locations within Guwahati Municipal Corporation area. The agency will maintain the public toilet after construction for a period as quoted in the bid. The agency will carry out the following activities:
 - a. Construction of modern public toilet as per approved design by Guwahati Municipal Corporation
 - b. Maintenance of the public toilet upto the satisfaction of Guwahati Municipal Corporation for the concession period.
 - c. Handover the created asset to Guwahati Municipal Corporation after the expiry of the concession period.

The detailed scope of work for all the activities indicated above (“the Service Contract”) is provided in clause 14.

1.1 Each Bidder shall submit a maximum of one (1) Proposal for each location of toilet complex, in response to this RFP Document. Any Bidder who submits more than one Proposal for one location of toilet complex will be disqualified. The work will be awarded to the successful bidders based on their technical and financial capability. The Bidder shall need to demonstrate their technical and financial capacity for carrying out the service. Financial bids of only those bidders will be opened who will be found technically eligible.

1.2 The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.

2. Clarification of RFP documents

2.1 A prospective Bidder requiring any clarification of the RFP documents may submit their queries on or before 10/05/16 to Commissioner, Guwahati Municipal Corporation through e-mail at guwahaticom@gmail.com or by submitting a hard copy addressed to the Commissioner GMC. GMC will respond to any request for clarification on the Pre-Bid meeting to be held on 12/05/17.

3. Pre-Bid meeting:

3.1 The Bidder or his official representative is invited to attend a pre-bid meeting which will take place at the office of the Commissioner, Guwahati Municipal Corporation, Chief Engineer Branch, Panbazar, Guwahati-781001 on 12/05/2017 at 14.30 hours.

3.2 The purpose of the meeting will be to clarify issues and to answer questions on any issues that may be raised at that stage.

3.3 The bidder is should mail their queries to guwahaticom@gmail.com or in writing to the undersigned on or before 10/05/2017.

3.4 Minutes of the meeting, including the texts of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded in the GMC website.

3.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder, but no claims, whatsoever, from the absentee bidders shall be entertained later on.

4. Amendment of RFP documents

4.1 Before the deadline for submission of Bids the GMC may modify the RFP documents by issuing addendum.

4.2 Any addendum thus issued shall be part of the RFP documents and shall be communicated through GMC website

4.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the GMC shall extend as necessary the deadline for submission of Bids.

5. Preparation of Bid Documents:

5.1 Documents comprising the Bid:

5.1.1 The Bids comprises of two parts viz Key Submissions and Financial proposal and shall contain the documents as follows

a. Key Submissions: The Bidder would provide all the information as per Clause 5.2 below. GMC would evaluate only those Proposals that are received in the required format and are complete in all respects.

b. Timeline proposal shall be the offer made by the Bidder for the time required for the return of the assets to GMC after the concession period for the Service Contract.

5.2 Key Submissions:

a. Covering letter in the format set out in Annexure I,

b. Details of the Bidder in the format set out in Annexure II,

c. Anti-collusion certificate in the format set out in Annexure III

d. Proof of Eligibility in the format set out in Annexure IV

5.2.1 Financial Offer: Financial Offer for the Service contract as set in out Annexure V

5.2.2 The contract shall be for the whole works as described in Scope of work

5.2.3 All duties, taxes, and other levies payable by the Successful Bidder under the contract, or for any other cause, shall be included in the financial offer submitted by the Bidder.

5.2.4 And any other materials required to be completed and submitted by the Bidders is in accordance with these instructions.

5.2.5 The bidder has to put his initials/signature and seal in each and every page of the submitted bid document.

6. Proposal validity:

6.1 The Proposal shall remain valid for a period not less than 90 days from the RFP Due Date (Proposal Validity Period). GMC reserves the right to reject any Bid, which does not meet this requirement.

6.2 In exceptional circumstances, prior to expiry of the original time limit, GMC may request that the Bidder may extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing. A Bidder may refuse the request without forfeiting his earnest money deposit. A Bidder agreeing to the request will not be required or permitted to modify his Bids, but will be required to extend the validity of his earnest money deposit for a period of the extension.

7. Submission of Bids

7.1 The original proposal, both technical and financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections.

7.2 An authorized representative of the Bidders shall initial all pages of the Technical and financial Proposals.

7.3 The Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE (date) 22/05/2017". GMC shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal nonresponsive.

7.4 The Proposals must be dropped in the tender drop box placed in the office of the Commissioner, Chief Engineer branch no later than the time and the date indicated in the RFP, or any extension to this date as per clause 6.2. Any proposal received by the GMC after the deadline for submission shall be returned unopened.

9. Modification of Bids

9.1 Once the Bid is submitted the bidders are not allowed to modify any parts of the Bid

10. RFP opening and evaluation

10.1 GMC shall open the of Key submissions of those Bids that are found to be responsive as provided in Clause 13.3 and undertake evaluation of the Technical Proposals to determine the qualified Bidders.

11. Process to be confidential

11.1 Information relating to the examination, clarification, evaluation, and comparison of RFPs and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the GMC's processing of RFPs or award decisions may result in the rejection of his Bid.

12. Clarifications

12.1 GMC would open the Key Submission of the Proposals on 12/05/2017 at 14.30 hours or any earliest convenient working day after the RFP Due Date for the purpose of evaluation. The GMC will open the Key Submissions of all the Bidders received in the presence of the Bidders or their representatives who choose to attend on the date and place specified in the Schedule of Bidding process. The Financial Offers of the technically qualified Bidders will be opened after intimation of the date, time and venue of such openings to the qualified bidders.

12.2 GMC reserves the right to reject any Bid which does not contain the information/documents as set out in this RFP document.

12.3 To facilitate evaluation of Bids, GMC may, at its sole discretion, seek clarifications in writing from any Bidder.

13. Evaluation

13.1 The criteria for eligibility & qualification of Bidders are set out in Annexure IV.

13.2 As part of the evaluation, the Bids shall be checked for responsiveness with the requirements of the RFP document and only those Bids which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.

13.3 The Bid would be considered to be responsive if it meets the following conditions:

- a. It contains all the information and documents as requested in the RFP document.
- b. It contains information in formats specified in this RFP document.
- c. It mentions the validity period as set out in Clause 6
- d. It provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by GMC without communication with the Bidder). GMC reserves the right to determine whether the information has been provided in reasonable detail.
- e. There are no inconsistencies between the Bid and the supporting documents
- f. A Bid that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one
 - i) which affects in any substantial way, the scope, quality, or performance of the Service contract, or
 - ii) which limits in any substantial way, inconsistent with the RFP Document, GMC's rights or the Bidder's obligations under the Agreement, or
 - iii) Which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals

13.4 The financial bid of the responsive and qualified bidders shall be checked for adequacy of methodology and operations. GMC may seek clarifications in writing from any bidder regarding its financial bid. GMC shall open the financial offers of only those bidders for evaluation, whose financial bid is found to be adequate in addition to the bidder's technical eligibility.

13.5 The Financial Offers of only the bidders, who meet the requirements of the Technical Proposal set out in Annexure IV would be opened.

13.6 GMC may in its discretion decide the order of Packages for opening of Financial Offer. Based on the technical and financial capability of the bidder the packages will be opened.

13.7 The Bidder returning the assets to Guwahati Municipal Corporation at the earliest *i.e.*, quoting the shortest concession period will be declared as the Preferred Bidder if he satisfies clause 1.1 of RFP.

13.8 In case there are two or more Bidders quoting the same Financial Offer, GMC in such case may declare the bidder with the higher technical score as the Preferred Bidder.

13.9 GMC reserves the right to reject any Bid, if:

- a. at any time, a material misrepresentation is made or discovered; or
- b. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

13.10 Correction of errors

13.10.1 Bids determined to be substantially responsive will be checked by the GMC for any arithmetic errors, if there is a discrepancy between the rates in figures and in words; the lower of the two will govern.

13.10.2 In the event of acceptance of the Preferred Bidder, GMC shall declare the Preferred Bidder as the Successful Bidder. GMC will notify the Successful Bidder through a Letter of Award (LoA) that its Bid has been accepted.

13.10.3 The Successful Bidder shall start the construction work within 15 days of the receipt of the letter of acceptance, failing which, the award will be cancelled.

13.10.4 The Successful Bidder shall execute the Agreement immediately after producing the above requirement.

13.10.5 Notwithstanding anything contained in this RFP document, GMC reserves the right to accept or reject any Bid, or to annul the bidding process or reject all Bids, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

14. Scope of Work & Terms & conditions

14.1. Location

Guwahati Municipal Corporation has proposed the following location for construction of the toilet complexes -

- i. Premises of the Office of the Deputy Commissioner, Kamrup (M), Panbazaar.

14.2. Construction

The construction of the toilet will be as per the design approved by Guwahati Municipal Corporation. The design is provided in **annexure VI**. The materials to be used in the construction of the toilets should have to of the best quality. The agency must install the Bio-digester /septic tank as per the requirement and approval of GMC.

14.3. Minimum Technical Specifications for the Construction of Public Toilets

The Public Toilets shall be of modern attractive shape. The foundations shall be as per site requirement. The foundation shall be refilled with the excavated earth and shall be filled with gravel with due consolidation and compaction in layers. The walls shall be of brick masonry in super structure. The flooring for toilets shall be not less than 8 mm thick matt finished Ceramic tiles. Adequate measures to be taken to ensure that the slope for the access to the toilet for differently abled people and senior citizens is non-slippery. All norms and procedures shall confirm to the detailed specifications laid out in APWD norms.

14.4. Sanitation and Water Supply

All the necessary sanitary fitting fixtures shall be use of standard specifications and the work shall be done through approved licensed plumber having a certificate to this effect. The fixtures should be leak proof. The water absorption of the ceramic surface shall be minimal to make it difficult for urine to remain in body and odor eliminated. All work, fittings and fixtures shall confirm to APWD norms, BIS standards and as per manufacturers specification and approved by GMC.

14.5. Electrical Fixtures

Providing 25mm dia PVC pipe for internal wiring and wiring with 1st class quality Finolex/ Fincab insulated copper wire with different gauges suitable for light points exhaust fans for air circulation, outside lighting and for advertisement boards with switches etc., complete for finished item of work with fittings. Separate Electric meter for electricity will be installed by Service Provider at their own cost and they will be liable to pay for the actual consumption of power. Connection shall be provided by the GMC from the nearest available electric point from where agency has to extend connection at his cost.

14.6. Standards of Maintenance of Public Toilets

a) The agency shall engage one person for every unit of Public Toilet for cleaning and washing the unit round the clock, including public holidays to carry out the following Sanitation works:

- Daily washing with water.
- Daily phenyl washing.
- Sweeping up to 5 mtrs around the structure and sprinkling of disinfectant mixture of 200 gms (50 gms bleaching powder and 150 gms lime).
- 0.5 liters of acid per unit.
- Removal of solid waste.
- Custodian duty (protecting the structure against damage and misuse) and to prevent open urination surrounding the unit.

- Removal of handbills and washing of scrubbing inside and outside the structure.
- b) The agency shall have to furnish weekly report on the prescribed performance to the Health Officer, GMC through the area Sanitary Inspector/ Supervisor.
- c) The agency or his representative shall personally visit the Public toilets regularly twice a day to keep watch over the performance of the workers employed by him.
- d) The agency shall carry out the work by engaging men and equipments and provide the disinfectants and implements for cleaning and arrange for sufficient water supply at the urinal / toilets for Cleaning.
- e) The agency should arrange for sufficient water supply at the structure for cleaning and washing.
- f) The following implements / disinfectants shall be supplied by the Agency to the staff Engaged by them.
 - Cleaning Brooms
 - Sweeping brooms
 - Coir brush
 - Scraping Sheet
 - Bamboo Basket
 - Plastic containers
 - Bamboo Reapers
 - Plastic Buckets
 - Plastic Mug
 - Sponge piece
 - Washing Soap
 - Identity Card
 - Apron inscribed“GUWAHATI MUNICIPAL CORPORATION”
 - Phenyle
 - Acid
 - Bleaching powder and lime powder
 - Any other commodity required for the proper functioning and maintenance of the complex
- g) The officials authorized by the Commissioner of GMC will supervise the work from time to time and point out any unsatisfactory service rendered by the selected agency and shall be entitled to give suggestions as may be considered necessary and the selected agency shall be bound to carry out the work.
- h) In the event of incomplete and unsatisfactory service, negligence or slackness is found by the agency in carrying out the work, GMC shall call for the explanation and terminate the contract, if there is no improvement even after (repeated) instructions.
 - i) The selected agency shall ensure that the labour engaged by him to carry out the work shall not claim any right whatsoever against GMC by virtue of service rendered under this contract and shall not hamper the work by resorting to demonstration, agitation etc.
 - j) The selected agency shall be held responsible for all or any of the act done by the staff /workers and shall be alone responsible for the payment of wages or any loss or damage caused by them during the course of service or work undertaken and shall also be responsible and be liable for payment of any compensation under workmen compensation Act. GMC will not be liable for any such event whatsoever.

- k) That agency shall not engage child labour and shall agree and permit the workers to avail weekly off.
- l) The agency should make available Suggestion Box and Complaint Register within the premises of the Public Toilets for users.
- m) The agency shall not sublease or assign any part or portion of the work or the whole on the basis of the commission to others. If such conduct or action is found and brought to the notice of GMC, GMC is entitled to rescind and cancel the contract altogether.
- n) GMC has the authority either to suspend or to cancel the contract when it is not desirable to continue the contract at any point of time without giving any notice.
- o) GMC also reserves the right to alter, modify, change or remove any of the conditions mentioned in the agreement without any reason.
- p) Selected agency must maintain a feedback register and must record the feedback of the users.
- q) The approved user charge must be displayed in each toilet block.

16.7. Penalties for Lapses / Shortfalls

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

Sl no	Performance Indicator	Penalty per item/all items/per day (Amount to be decided by the GMC)
1	Sweeping of the entire complex not done and sprinkling of disinfectants not done (once daily) and Cleaning and washing of the entire complex not attended (once daily)	Rs. 500.00/day
2	Cleaning and washing of toilets not attended (every hour)	Rs. 50.00 / hour
3	Supervisor absent (per day at each unit)	Rs. 500.00/day
4	Phenyle not used (per wash)	Rs. 100.00 / wash
5	Disinfectant not used (weekly)	Rs. 500.00 / week
6	On genuine complaint from the user(s)	Rs. 1000.00 / complaint
7	On report from the inspection team/ visiting Officer	Rs. 1000.00

** The Penalty rate may be revised by the G.M.C. from time to time without any prior notice**

16.8. Conditions

- a) The agency shall carry out all the required work for construction of public toilet.
- b) The agency shall construct the public toilets within the timeframe of 6 months.
- c) The agency shall collect the user charges for any facilities (urinals/ toilets/bathing blocks) as per the decision of the GMC.
- d) The authority shall fix timing of the opening and closing of the Public Toilet.

- e) All operation and maintenance charge including washing cleaning, electricity charge, water charge will be borne by the Agency.
- f) The agency will be allowed to collect the user charge from the user and also the advertising revenue from the advertising space. However, the agency will have to bear all the necessary advertisement taxes as prescribed by the Guwahati Municipal Corporation.
- g) The detailed design of the toilet complex will be as approved by Guwahati Municipal Corporation
- h) The agency shall construct the toilet complex as per the approved detailed architectural design approved by Guwahati Municipal Corporation.
- i) Any modification in the design of the toilets during the construction, must be done after intimation to the GMC, and only after approval from the Chief Engineer, Guwahati Municipal Corporation
- j) The Guwahati Municipal Corporation shall provide land to the agency suitable to the requirement of toilet block in terms of size, location and workability etc. The title of the land will continue to vest with GMC.
- k) The agency shall collect the user charges from the users of Public toilets which is to be approved by the Guwahati Municipal Corporation. Any revision in charges shall be determined by the Guwahati Municipal Corporation in its sole discretion
- l) The agency shall operate and maintain the complexes to the entire satisfaction of Guwahati Municipal Corporation and clean regularly toilets, urinals, floors, walls, and ceilings of the interior as well as the exterior of the complexes and ensure continuous serviceability as also continuous availability of clean water. He shall ensure that the requisite quantity of cleaning materials such as phenyl, acid, naphthalene balls are used to ensure that the toilets look clean and free from foul smell at all time and that soap, tissue papers, hand driers are available to the extent required.
- m) The selected agency/ organization shall maintain the facility as per a maintenance schedule agreed between the two. The Guwahati Municipal Corporation may engage third party evaluators to check the quality of maintenance and in case the maintenance is found to be deficient the Guwahati Municipal Corporation may fine the agency/ organization.
- n) The charges towards electricity, water, sewage and other such amenities as required by the agency shall be included in the maintenance cost and will be borne by the agency.
- o) The agency shall not display or allow to display or exhibit any picture / posture /statute or other articles in any part of the premises that are repugnant to the general standards of morality. The agency expressly agrees that the decision of the Guwahati Municipal Corporation in this regard shall be conclusive and binding on the agency.

p) There will be provision of advertisement spaces in each public toilet. The space for advertisement will be licensed to the agency for generating revenue.

q) The agency shall ensure that the premises are not used for playing games etc., which involves stakes / betting, play cards etc., or for any un-lawful activities.

r) Agency/ organization can use the premises for displaying any bill boards, advertisements, neon / glow signs etc after obtaining permission for the same from the Guwahati Municipal Corporation. The advertising policy for generating revenue will be regulated by the Guwahati Municipal Corporation concerned.

s) The agency shall construct structurally sound and aesthetically appealing facilities to the satisfaction of the Guwahati Municipal Corporation as per the plans approved by the Guwahati Municipal Corporation. However, in areas where deviations are necessitated due to space or locational constraints, the Guwahati Municipal Corporation shall permit variation.

t) The agency shall ensure adequate water for general cleanliness of the public Toilets.

u) The agency shall ensure that construction of the public Toilets is completed within a period of 6 months from the date of handing over physical possession of each site. In case failure on the part of the agency to complete the work within the stipulated period is adjudged by the Guwahati Municipal Corporation to be attributable to causes within the control of the agency, then the agency shall pay to the Guwahati Municipal Corporation compensation (as assessed by Guwahati Municipal Corporation) subject to a maximum of 60 Days. The Guwahati Municipal Corporation may cancel the order if the work is not completed on or before 6 months from the date of Handing over the site. The decision of the Guwahati Municipal Corporation in this regard shall be final and binding upon the agency. Action under this clause of this agreement shall be without prejudice to any other right or remedy available under law to the Guwahati Municipal Corporation.

v) In case of loss due to theft or damage to the assets created in the public Toilets during the operation period (Concession period) , the agency shall be responsible for making good the same immediately at its own cost and shall continue to keep the complex operational and available for public use, to all times, as prescribed.

w) **Arbitration** : The procedure for arbitration will be as follows:

- a) In case of Dispute or differences arising between the GMC and agency resulting to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting 3 arbitrator one each appointed by the GMC and agency and the third arbitrator to be chosen by the two Arbitrators so appointed by the parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator

- appointed subsequently, the Presiding Arbitrator shall be appointed jointly by the GMC and agency.
- b) Arbitration proceedings shall be held in Guwahati, and the language of the Arbitration proceedings and that of all documents and communications between the parties shall be in English.
 - c) The decision of majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by its party itself.
 - d) Performance under the contract shall continue during the arbitration proceedings and payments due to the agency by the GMC shall not be withheld, unless they are subject matter of the arbitration proceedings.
 - e) The venue of arbitration proceeding shall be at Guwahati (Assam) only.

x) The Guwahati Municipal Corporation shall have the right to cancel / remove / terminate the agreement at any stage in case of breach of any of the stipulated terms and condition by the agency or in case their performance is not found satisfactory. The Guwahati Municipal Corporation shall be entitled to terminate the agreement in case of any neglect or lapse on the part of the agency in respect of the regular maintenance of the public Toilets in clean and hygienic conditions and to keep the public convenience in a state of good repairs at the cost of agency.

y) The site and the work assigned to the agency by the Guwahati Municipal Corporation shall not be transferred by the agency to any person, trust, society or institution in any manner whatsoever at any time whether during or after the termination of this agreement.

z) The premises of public Toilets complex shall not be used by the agency for purpose other than that for which it is allowed under the agreement for operation and maintenance.

aa) The agency or its employees or agents shall behave and deal with courtesy with the users of these public Toilets.

bb) The agency shall ensure enforcement of existing labour laws. Minimum Wages Act and at no point of time, the Guwahati Municipal Corporation shall be drawn into litigations on these counts.

cc) The agency shall execute the agreement within 7 days on the receipt of issuance of letter of award.

dd) The agency shall ensure that services of water supply, sewerage, drainage, electricity etc., in this vicinity encountered during the period of construction / running /maintenance of the toilet block are not damaged. In case these are required to be shifted, the same shall be done by the permission of the department.

ee) After completion of each facility, the agency shall provide 3 sets of completion plans including plans of various services provided therein e.g. electricity, water supply, sewerage, drainage etc., including covered area along with inventory of various fitting & fixtures.

- ff) On the completion of the contract period, the agency shall hand over the vacant possession of the public toilets so constructed along with fixtures and fittings, inventory, structures in good working condition to the Guwahati Municipal Corporation within 24 hours and will not put any resistance failing which the premises shall be evicted and the Guwahati Municipal Corporation shall assume the occupation without any notice whereupon the agency will have no claim.
- gg) Any of the conditions mentioned above can be altered, modified, changed or removed by the appropriate authority as per the necessity without assigning any reason and the new conditions shall be binding on the part of the agency.
- hh) The agency is allowed to use the first floor for commercial activities for generation of revenue. The proposal for the commercial activity to be submitted along with the bid. The proposed use should be mentioned in the RFP and should be acceptable to the authority.
- ii) The agency shall have to make all necessary arrangements for water connection, power supply and sewage disposal.
- jj) The selected agency has to submit a security deposit of Rs. 50,000/- per site in the form of bank guarantee within one week of issue of LOA.
- kk) The time of completion of the construction work is 6 months from the date of issue of formal work order.
- ll) For delay in completion of construction of the toilets within the stipulated time frame, penalty charge of Rs. 10,000/- per month will be charged. Delay due to forced majeure, vandalism, war, etc. the agency shall have to intimate GMC in writing with the cause of delay of work.
- mm) If the agency fails to complete the work within 9 months or after paying a maximum penalty of Rs. 30,000/-, the site will be taken over GMC. The party will indemnify GMC for any liabilities against the construction.

TECHNICAL PROPOSAL (STANDARD FORMAT)

**COVER LETTER
(On the Letterhead of the Bidder)**

Place:

Date:

FROM:

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

TO:

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

Subject: Construction & Maintenance of Modern Public Toilet at the campus of the Office of the Deputy Commissioner, Kamrup (M)

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated We are hereby submitting our application which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope. Our proposal is valid for acceptance for 3 months and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date. If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the merit of our proposal. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, if any. We have examined the information provided in your Request for Proposal (RFP) and offer to undertake the work described in accordance with requirements. This proposal is valid for acceptance for 6 months and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

We accept that any contract that may result will comprise the contract documents issued with the RFP and be based upon the documents submitted as part of our proposal; and placed by the (*agency/ organization's name*). The Proposal (Technical & Financial) has been arrived at independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other party invited to tender for this contract. We understand the obligations in paragraph 1 of the "Instruction to Bidders" and confirm we have no declarations to make.

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

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

We remain,

Yours sincerely,

(Signature)

Name & Designation of Authorized Signatory

Name of the Agency/ Organization:

Address:

Details of Bidder
(On the Letter Head of the Bidder)

Sl no	Item	Response
1	Name of Bidder	
2	Registered Office Address with Fax, Telephone No., e-mail id of Organization	
3	Type of the Agency	Society/NGO/Company/Firm/Trust etc
4	Date of registration and registration no	
5	Name of the contact person	
6	Contact Person's Address with Fax, Telephone No., e-mail id of Contact Person	
7	Contact person Mobile No	
8	Brief description of the Bidder's main lines of business (Attach annual Report if available)	
9	Experience in the field of construction, O & M of public amenities / facilities (Give details) <i>Please attach Work Orders, Work Completion Certificates/ Reports</i>	
10	Financial Capability (Net worth) <i>Pease attach Audited Balance Sheet of last 3 FYs</i>	
11	Strategy to mobilize resources to accomplish the job on time <i>Pease attach a brief strategy document</i>	
12	Plan for Operation & Maintenance of the Complex <i>Pease attach a detailed O & M Plan</i>	
13	Any Other Point	

Certificate:

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

Date:

(Signature of authorized person)

Place:

(Full Name and Seal)

**Format for Anti-Collusion Certificate
Anti-Collusion Certificate₂**

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby certify and confirm that in the preparation and submission of our Proposal, 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. 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 Proposal.

Dated thisDay of, 2017.

.....

(Name of the Bidder)

.....

(Signature of the Authorised Person)

.....

(Name of the Authorised Person with Seal)

Proof of Eligibility

Sl no	Eligibility Criteria	Supporting Document	Marks Alloted
1	The Agency should be registered as an entity	Submit copy of the registration certificate	10
2	The Agency should have an average net worth of Rs. 30,00,000.00 (Thirty Lakhs)	Submit audited Financial statement/CA certification for the last three year	20
3	The Agency should be operational for last five years	Submit copy of the registration certificate along with profile of work done of similar nature for the last five years	20
4	The Agency should have previous experience in management (construction & Maintenance) of public utility service	Submit copy of the contract/work order with any municipality or any service provider in support of experience in managing public utility services.	30
5	The Agency should have adequate man power and machineries for maintenance of the toilets	Submit list of manpower (senior management and field level) available in organization to show ability to carry out similar nature of assignment	20

*** The Agency must get 50 marks to qualify**

.....

(Signature of the Authorised Person)

.....

(Name of the Authorised Person with Seal)

Financial Offer (In agency letterhead)

Location:

Date:

To:
The Commissioner
Guwahati Municipal Corporation
Panbazar, Guwahati

Sub: Construction & Maintenance of Public Toilets.

Ref: Your Notification No. _____ dated _____

Sir/Madam,

Having gone through this RFP document and having fully understood the Scope of Work for the Service contract as set out by GMC in the RFP, we are pleased to inform that we would offer our financial offer for (Location) -----

Sl no	Item	Concession Period (In months)
	Construction of modern public toilets including operation, management & maintenance of the toilet	

We have reviewed all the terms and conditions of the Request for Proposal including the Form of Agreement and would undertake to abide by all the terms and conditions contained therein. I / we hereby declare that there are, and shall be, no deviations from the stated terms in the RFP document.

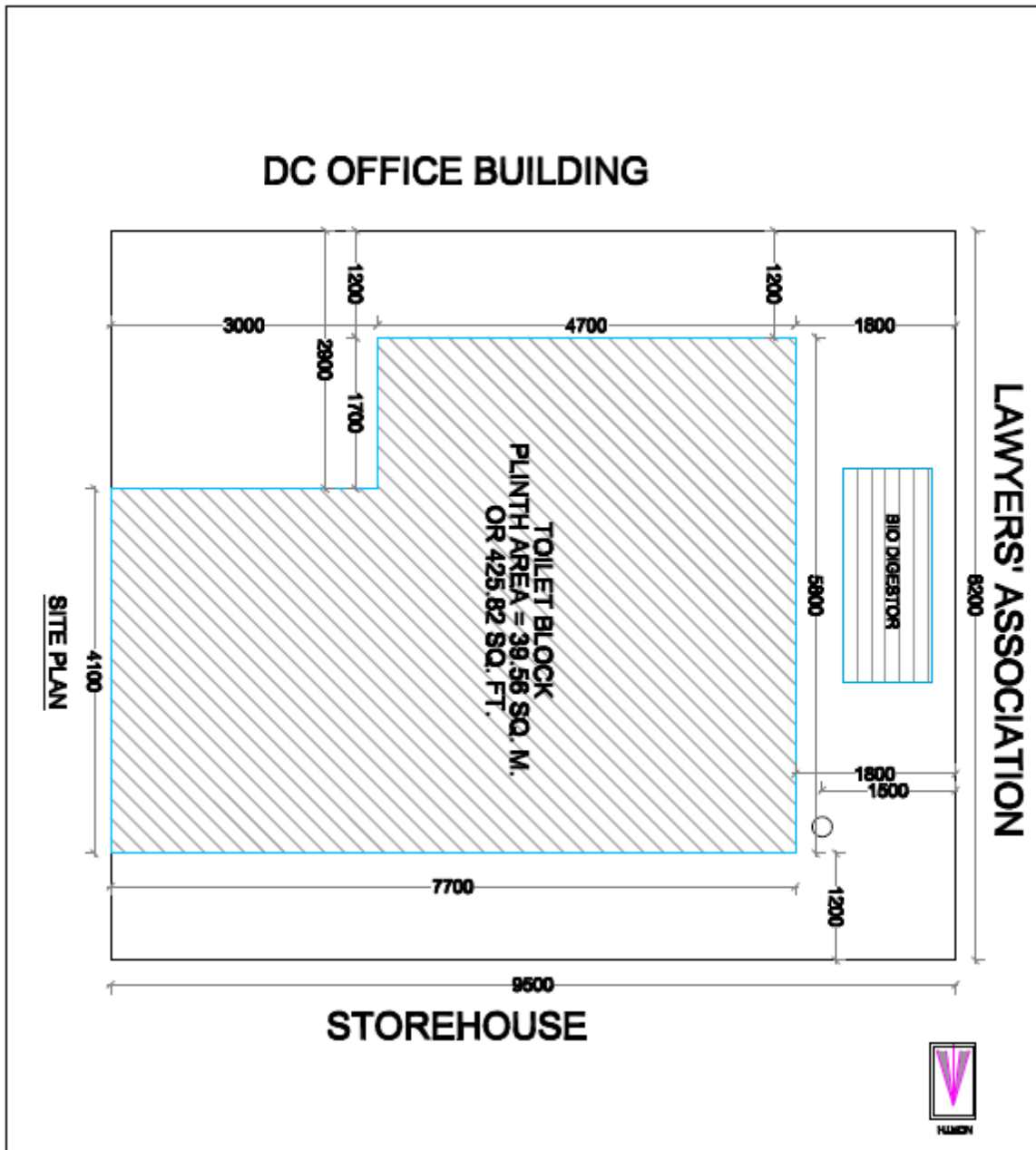
Yours faithfully,

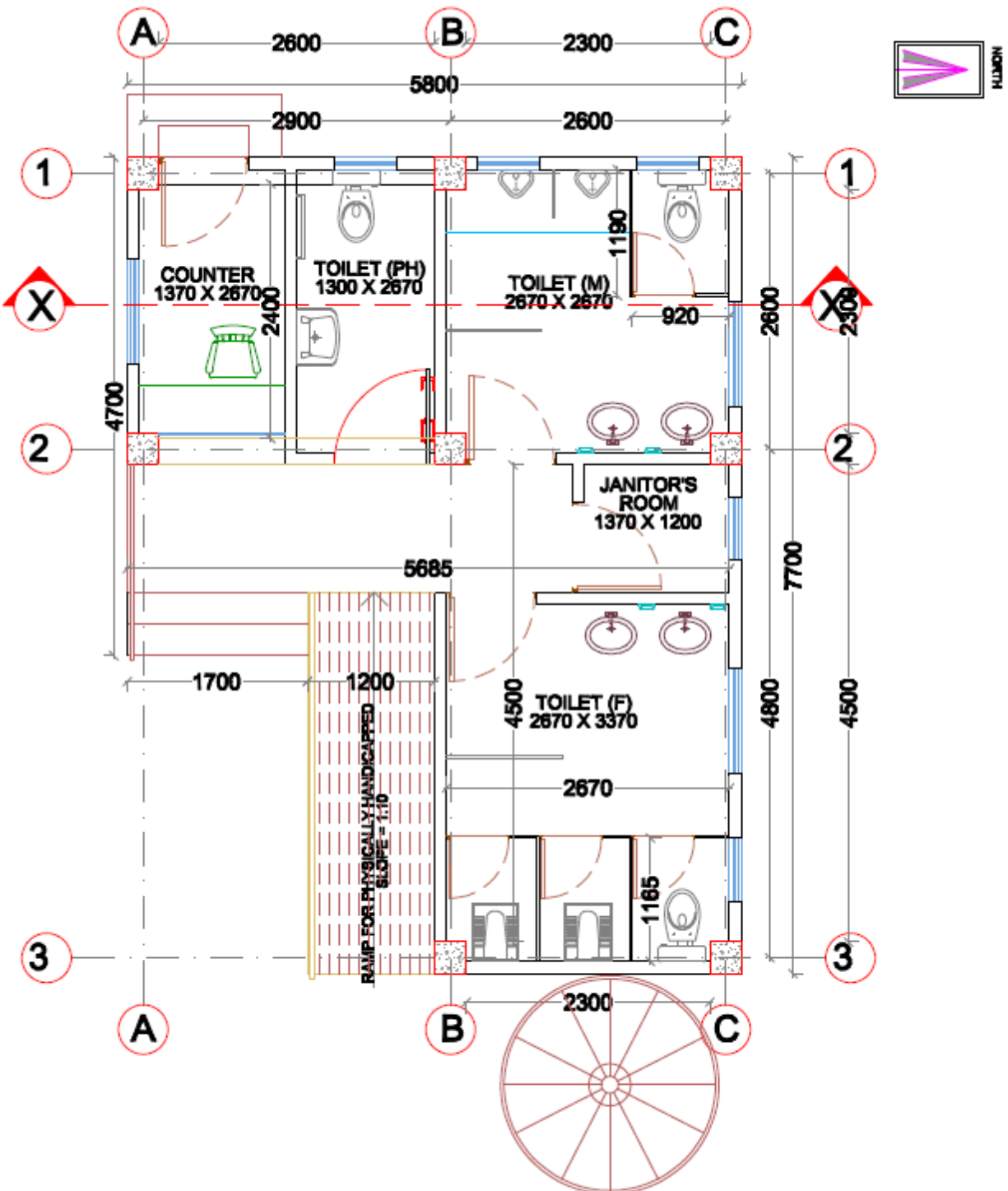
For and on behalf of (Name of Bidder)

Duly signed by the Authorised Signatory of the Bidder

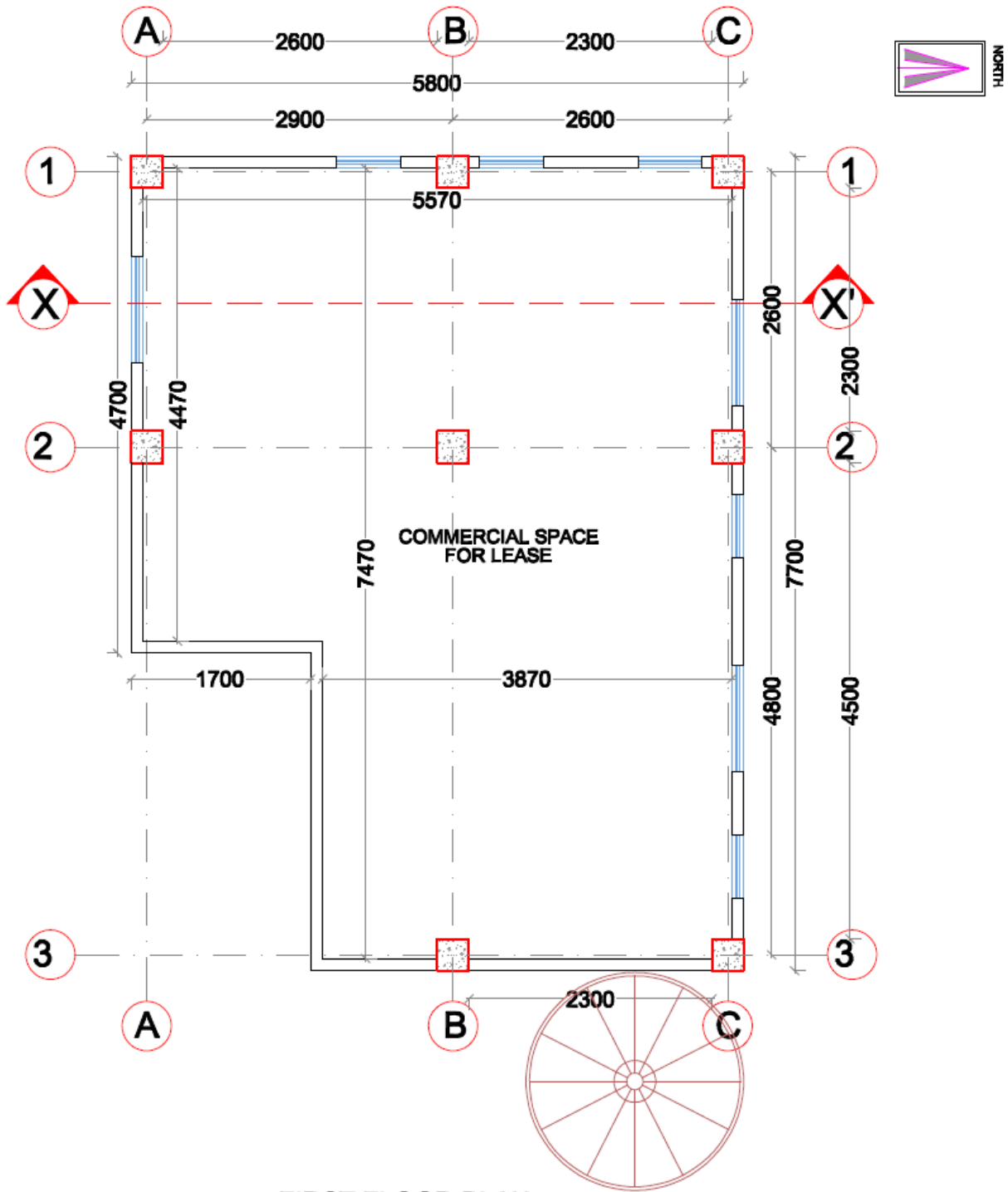
(Name, Designation and Address of the Authorised Signatory)

Plans/ designs of the proposed Public Toilets at Paltan Bazaar and Opp. B. Baruah Cancer Hospital

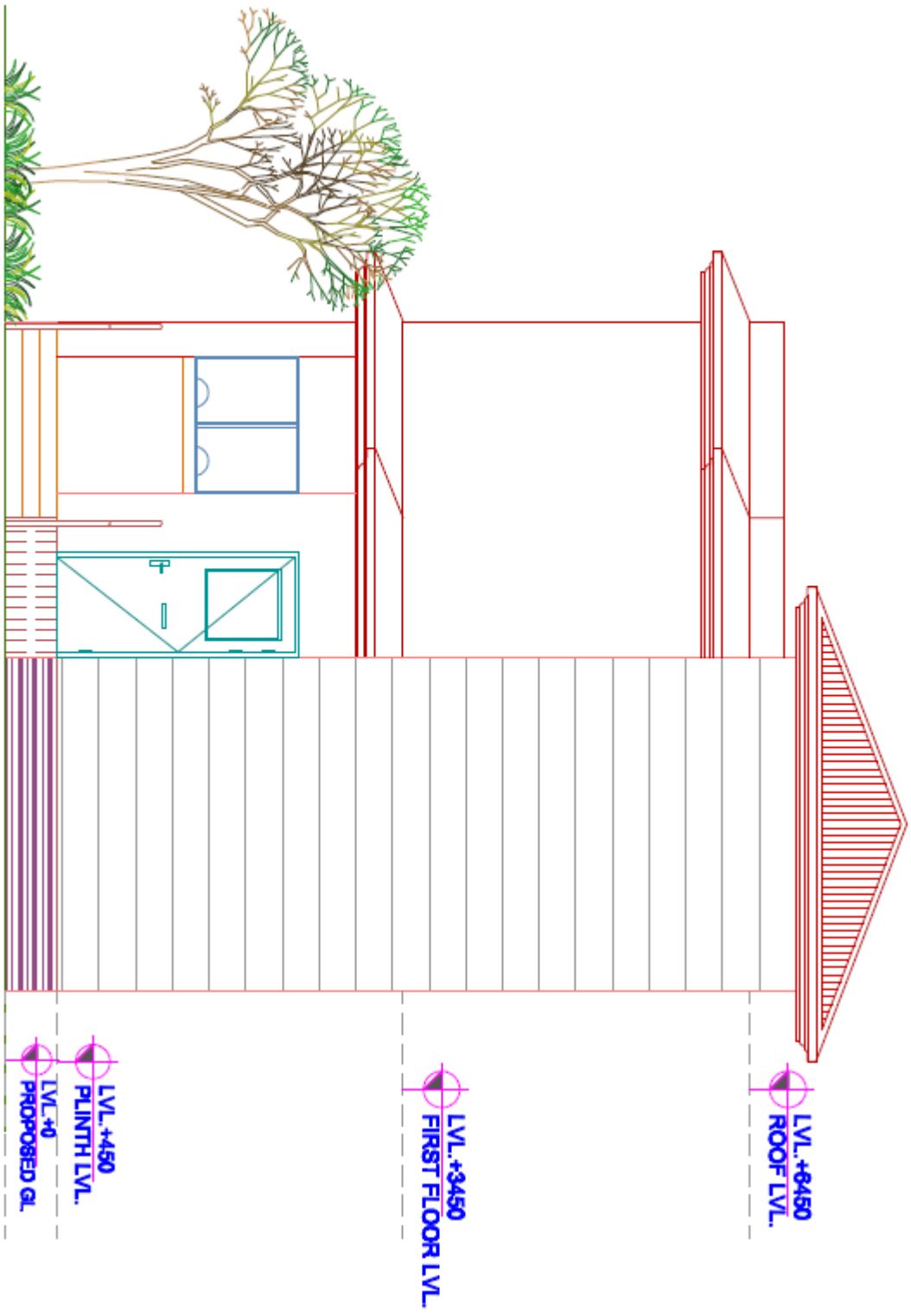




GROUND FLOOR PLAN



FIRST FLOOR PLAN



FRONT ELEVATION

SECTION XX

