

GREATER HYDERABAD MUNICIPAL CORPORATION

REQUEST FOR PROPOSAL



DESIGN, SUPPLY, INSTALLATION, OPERATION AND MAINTANENCE OF INTERGRATED INTEGRATED SMART WASHROOMS ON DESIGN, BUILD, FINANCE OPERATE & TRANSFER (DBFOT) BASIS AT 30 LOCATIONS IN Secunderabad ZONE, GHMC

(PACKAGE No III)

Proposed By:

Commissioner,
Greater Hyderabad Municipal Corporation
Hyderabad– 500029

Prepared by Submitted by :

[*details of the bidder*]

Greater Hyderabad Municipal Corporation

Government of Telangana

Office of the Superintending Engineer (SWM)
IV floor, CC Complex , GHMC Head Office,
Tank Bund, Hyderabad – 500029

INVITATION FOR REQUEST FOR PROPOSAL(RFP)

Greater Hyderabad Municipal Corporation (GHMC) invites “**Request for Proposal**” from Public Limited/Private Limited Companies who have adequate experience and adequate financial strength in this field for “**Design, supply, installation, operation & maintenance of Integrated Smart Washrooms on Design, Finance, Build, Operate & Transfer (DBFOT) basis**” at 30 Locations in Secunderabad ZONE, GHMC (Package No III) as per the terms and conditions laid down in this RFP document. The RFP Bid Document may be downloaded from GHMC website: www.ghmc.gov.in.

Description of item/event	Details
Start date of downloading RFP Bid document	25.07.2018 at 3.00PM
Pre-bid meeting date &time and Venue	31.07.2018 & 11.00 AM Mini Conference Hall o/o the Commissioner I floor ,CC Complex, GHMC Head Office, Tank Bund Road Hyderabad-500029
End date & time of downloading RFP Bid document	08.08.2018 at 3.00 PM
Submission of RFP bid document Last Date & Time for	08.08.2018 at 3.30 PM
Mode of submission	Physical submission in two cover system as prescribed in RFP
Bid Processing Fee security (non-refundable)	Rs.5,000/- (Rupees Five Thousand only)in the form of DD drawn in favour of the Commissioner,GHMC
Bid security (refundable)	Rs.4,50,000/- (Rupees Four Lakh and Fifty Thousand only)in the form of DD drawn in favour of the Commissioner,GHMC
Time & Date for opening of Technical Bid	08.08.2018 at 4.00 PM
Date and Time of opening of Financial Bid	Intimated later

Address for communication and Bid submissions	Sri. R. Sreenivasa Reddy Executive Engineer (SWM) II IV floor ,CC Complex, GHMC Head Office, Tank Bund Road Hyderabad-500029 Cell No: 7032911018 e-mail : eeswmc@gmail.com
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GHMC reserves the right, without any obligation or liability to accept or reject any or all 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/ Minutes of Meeting will be posted on GHMOnline.gov.in

sd/-
Superintending Engineer(SWM)
GHMC.

Disclaimer

The information contained in this Request for Proposals document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority (GHMC 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 such 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 also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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 Bidder, 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.

RFP DOCUMENT

1. INTRODUCTION

1.1 BACKGROUND

- 1.1.1 The Greater Hyderabad Municipal Corporation (GHMC) under the Swachh Bharat Mission Guidelines envisions making the city of Hyderabad a world class and livable 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. Provision of Clean well maintained Toilets is a necessity in all zones of GHMC specially for working women and visitors to city.
- 1.1.2 As per the assessment done under SBM the city requires about 4000 toilets and this is an attempt to scale up the accessibility of 24/7 well maintained toilets within the GHMC area.
- 1.1.3 Greater Hyderabad Municipal Corporation (herein after called as GHMC or the "**Authority**"), with a view 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 Integrated Smart Washrooms by engaging Private Operator on Design, Build, Finance, Operation & Transfer (DBFOT) basis. The Authority has identified locations where there is absence of public toilets and so is the demand for public sanitation facilities. The initiative adopts a participatory approach where the public toilets are demanded by the community who are willingness to pay and un-willingness to pay for their usage.
- 1.1.4** In this connection, it is proposed to avail the services of experienced private service providers for efficient execution of the above Project on Design, Build, Finance, Operation & Transfer (the "DBFOT") basis, and has therefore, decided to carry out the RFP bidding process for selection of a private entity (herein after called as the "**Bidder**") to whom the Project may be awarded. **All the requirement was made in to 6(Six) packages zone wise and this RFP bid document is floated for 30 Integrated Smart Washrooms in Secunderabad Zone (Package No III)**

1.2 REQUEST FOR PROPOSAL

- 1.2.1 Greater Hyderabad Municipal Corporation (GHMC), herein after called the Authority, invites proposals by way of single stage-two step bidding process (Technical & Financial) in response to Request for Proposal for selection of Bidder to Design, Supply, Install, operate and maintain the Integrated Smart Washrooms as per the provisions of the Concession Agreement (CA). The bidder shall be a Registered Public Limited/Private Limited Company in India as per Indian Companies Act, 1956 (as modified by Companies Act, 2013).
- 1.2.2 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.

- 1.2.3 The Selected Bidder shall be responsible for designing, engineering, financing, procurement, installation, operation and maintenance of the Project under PPP 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.

1.3 GENERAL INSTRUCTIONS

- 1.3.1 For the Bidding/ RFP Document Purposes "Greater Hyderabad Municipal Council" shall be referred to as "GHMC" and the interested registered Companies shall be referred to as " Bidder".
- 1.3.2 The Bidders are advised to inspect the Smart integrated Washroom locations 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.
- 1.3.3 The RFP documents may be downloaded from this office website www.ghmc.gov.in.
- 1.3.4 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.
- 1.3.5 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. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the GHMC. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**
- 1.3.6 The bidder shall attach the copy of the authorization letter / authourised representatives letter from the owner of the company as the proof of authorization for signing on behalf of the Bidder.
- 1.3.7 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**.
- 1.3.8 **The Bidding Company should only be a Public Limited / Private Limited Company, registered under Indian Companies act 1956 and modified by the Companies Act, 2013. Bidding in the form of Proprietorship Company/ JV Consortium is not permitted.**

1.3.9 The total 30 Nos. of Integrated Smart Washrooms is enclosed in the APPENDIX-A

1.3.10 The Integrated Integrated Smart Washrooms locations shall be handed over to the Bidder **within two weeks** from the date of signing of agreement. The installation of the Smart Integrated Integrated Smart Washrooms shall be completed / implemented in **3 months** from the date of signing of agreement within which the Bidder shall complete the designing / drawing, installation and commissioning as per the specifications and standards specified herein.

1.3.11 RFP (Sealed Technical Bid and Financial Bid) is to be submitted for all the locations specified in the in the RFP Document and if the bidder bids for one or some locations, his bid will be rejected.

1.3.12 Monitoring System : GHMC will constitute a Monitoring Group comprising of Deputy Commissioner (DC), Assistant Medical Officer of Health (AMOH), Executive Engineer (EE) to monitor project progress and single point platform to sort out issues in implementation and to monitor the performance of the Bidder during the operation and maintenance of the concession period in the respective circles allotted to them. The above monitoring group comprising of DC, AMOH & EE shall also be responsible for the premium amount ,Advertisement fee, trade license fee payable to GHMC and ensure that the Bidder pays GHMC promptly.

1.3.13 All Integrated Smart Washrooms will have to be kept open for the public use from 06.00 AM to 11.59 pm all seven days in a week. And certain notified locations shall be kept open for 24 hours in a day for all seven days a week as per the details of Integrated Smart Washrooms given at **APPENDIX-A** .

1.3.14 The design of individual Smart Washroom location wise has to be furnished by the Bidder for approval by the GHMC before construction activities at site. A layout for Integrated Smart Washrooms is given herein for reference at.

1.3.15 Facilities as given herein the RFP are to be provided in each Integrated Smart Washrooms as per the location specific requirements approved by the GHMC. The bidder will operate and maintain the Integrated Smart Washrooms and housekeeping of all the facilities provided within the Integrated Smart Washrooms block.

1.3.16 The title of interest, ownership and rights with regard to the land allotted by the GHMC for the locations provided in under the concession agreement shall vest with the GHMC except that these Integrated Smart Washrooms will be operated and maintained by the Bidder during the concession period as per the concession agreement.

1.4 Premium Payable to GHMC

- 1.4.1 The Bidder would be given the right to collect the revenues from advertisement as per the advertisement policy of GHMC and the Bidder shall pay GHMC, the advertising fee as per the existing schedule of charges list provided in the Annexure E in consonance with the advertising policy of GHMC. If the advertisement fee Schedule of charges are revised from time to time, the same will be applicable and the Bidder shall pay GHMC accordingly.
- 1.4.2 The bidder can make arrangement for other source of revenue generation through the structure like ATM, newspaper Centre, Café etc. The schedule of activities in each unit/location shall be submitted for the approval of the authority.
- 1.4.3 The bidder shall obtain the required Food an trade License or any other licenses applicable for the particular trade.
- 1.4.4** The Bidder offering the highest premium to GHMC shall be considered the successful bidder in the financial bid after he clears the technical bid.
- 1.4.5 Advertisement charges mentioned above shall be payable as per rules and the Premium quoted will be excluding the Advertisement charges and other applicable taxes and duties.
- 1.4.6 The Concession agreement shall be based on the highest Premium amount offered to GHMC for the entire package of 30 units.**
- 1.4.7 The Premium payment shall be done on Annual basis to be paid in advance to GHMC on COD date in case of first year and at the starting of the financial year thereon from second year onwards.**
- 1.4.8 Premium offered to GHMC shall be escalated at 5% per Annum with compounding during the entire contract period.**
- 1.4.9 The bidder is expected to submit the financial offer after making his/her own estimates of revenue before submitting their proposal duly considering all capital costs, O&M costs, annex escalation etc., No claim shall be entertained in this regard at any stage.**

1.5 SCOPE OF THE PROJECT

- 1.5.1 Design, Supply, Installation, Operation and Maintenance of the Integrated Smart Washrooms on Design, Build, Finance, Operations and Transfer (DBFOT) basis at the Sites as set forth in **Annexure A** and in conformity with the Specifications and Standards as set forth in Annexure C & D enclosed here under.

- 1.5.2 The Integrated Smart Washrooms locations shall be handed over to the Bidder **within two weeks** from the date of signing of agreement. The construction and commissioning of at least 2/3rd (20 out of 30) no's of Integrated Smart Washrooms shall be completed in **3 months** from the date of signing of agreement and in case of any delay in handing over of site(s) such locations shall be given extension of time duly recording the reasons for such extension like delay in handing over the site etc. During the 3 months period the Bidder is expected to complete the designing / drawing, implementation as per the requirements in accordance with the guiding technical specifications and standards specified herein with the approval of the concerned Engineer-in-Charge of that respective circle GHMC.
- 1.5.3 The advertisement Panel shall be of Back Lit Display Panels on a stainless-steel / aluminum frame. Digital Advertisement Panels may be considered after the approval of GHMC advertising wing. GHMC will extend assistance in getting the requisite permission from statutory bodies in this regard.
- 1.5.4 The standards and specification of Integrated Smart Washrooms are given in details at **Annexure "C"**. The Bidder can propose the higher specification than the above for approval by the GHMC. Indicative models of smart Toilets are given at **Annexure 'B'** and are subject to approval by GHMC before installation in accordance with Design and O&M requirements at **Annexure 'D'**.
- 1.5.5 Operate & Maintain such in accordance with the provisions of Concession Agreement.

a) Operations & Maintenance: This includes operation of the Integrated Smart Washrooms i.e. regular cleaning of the Integrated 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 all the necessary infrastructure provided in Integrated Smart Washrooms such as electricity, drainage, sewerage, waste removal, water etc. The bidder shall clean and do housekeeping the other areas created in Integrated Smart Washrooms for the other facilities as specified above.

b) Water supply: The Bidder shall ensure availability of adequate water at all times for general cleanliness of the Integrated 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 Bidder. In case of non- feasibility of water supply, the Bidder has to arrange water at his own cost. GHMC will assist in application for water connection.

c) Electricity supply: The Bidder shall ensure adequate electricity supply for proper LED lightings inside and outside the Integrated Smart Washrooms from the Solar panels and electricity supply from distribution company. **Lighting** : proper lightings inside and outside the Integrated Smart Washrooms.

- d) Sewage Disposal:** The Bidder shall ensure disposal of sewerage through pipe line to nearest municipal sewer line at his own cost. If a sewer line exists within 100 metre distance GHMC shall provide a municipal sewer at point not more than 10 meters away from the premises and the Bidder has to connect his disposal line to the same. Where there is no feasibility of municipal sewer line (within 100 metre distance) in that case bio-digester is to be provided by the Bidder at his own cost. The connection charges and uses charges shall be responsibility of the Bidder.
- e) Landscaping:** The Bidder shall put plants in and around each Integrated Smart Washrooms where space is available as per the approval of the GHMC and maintain the same in good condition at all times.
- f) Cleaning of Integrated Smart Washrooms:** The Bidder shall ensure cleaning of the Integrated Smart Washrooms / as per the cleaning schedule provided herewith. Dedicated cleaning staff shall be provided by the Bidder for Integrated Smart Washrooms.
- g) Waste Disposal:** The Bidder shall provide twin litterbins inside and outside of the Integrated Smart Washrooms as specified, and disposal of the collected waste up to nearest municipal bin shall be the responsibility of the Bidder.
- h) Watch & Ward:** The watch & ward of the Integrated Smart Washrooms , the bidder shall keep the centre manned in the time specified for opening rests with the Bidder.
- i) Maintenance:** It will include daily, routine and periodic maintenance works in the Integrated Smart Washrooms but shall not be limited to the Civil, electrical and mechanical works for the Integrated Smart Washrooms, equipment maintenance and servicing.
- j)** In case of failure of maintenance standards (or) if Toilets are not made available for public use at any point of time, the Deputy Commissioner (or) Assistant Medical Officer of Health will issue notice to the Bidder for cancellation of this operations are shall be liable to be cancelled at the locations where they fail to make rectifications within that specified period in the notice.
- k) Delay in payment :** The Bidder shall make regular payment of Premium to GHMC not later than 10th day of month in which it falls due and failure to do so attract an interest of 18% per annum on the entire unpaid amount payable–till realization of payment. If Bidder will not make payments within 60 days, the contract will stand terminated automatically.
- l)** Perform and fulfill 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 Bidder

- m) **User charges** : The Bidder has to offer toilet facilities on Public Convenience (i.e., Integrated Smart Washrooms) on free of charges to the citizen irrespective of whether they buy anything from the café/ any other facility(s) or not.
- n) The Bidder is given the Advertisement Rights as certified by advertising wing with regards to the number of boards and dimensions thereof. The tentative proposal is to permit the advertisements only on the front wall of the Swachh ISW. The advertisement area is about 10.8 sq.mtr which can be extended to maximum 18 sq meter. The advertisements panel shall be of Back lit advertising panel (preferably LED) / Digital Advertising panel (with prior approval of the Hyderabad Police) in the frame of Stainless Steel and covered with poly carbonate sheet as per design approved by GHMC. The tentative size of advertising panel shall be of 4.8m x 2.25m (Front panel), as per the details given in "Annexure B". No separate structure for advertisements panel above the Swachh ISW, or separate advertisements panel from the Swachh ISW shall be allowed to put or add.
- o) The Bidder can propose any additional sources of revenue subject to the approval of the GHMC and in accordance with the provisions of Concession Agreement.
- p) The assessment of actual Project Cost will have to be made by the Bidders.
- q) 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 Bidder set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- r) The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "Bidding Documents"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified for submission of Bids (the "Bid Due Date").

1.6 BIDDING PROCESS

1.6.1 BIDDER'S RESPONSIBILITY BEFORE PROPOSAL SUBMISSION

- a) Bidders are advised to examine the Project in greater 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.

- b)** 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.
- c)** The Bidder shall be responsible for all the costs associated with the preparation of the Proposal and their participation in the selection process. GHMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.
- d)** The Bidder shall ensure that the bid is complete in all respects and conforms to all requirements indicated in the RFP document.
- e)** 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. The Public Toilets related information, which has been provided in this RFP document, is intended to guide the bidders in preparing their Proposal only. GHMC 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.
- f)** Costs associated with Visits and Field Investigations, if any: The costs of visiting the site, and undertaking any further studies and investigations shall be at the Bidder's own expense. The Bidder and any of his personnel or agents can visit site.
- g)** 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.
- h)** It would be deemed that by submitting the Bid, the Bidder has:
 - i. Made a complete and careful examination of the RFP document.
 - ii. Obtained all relevant information about the project.
- i)** GHMC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

1.7 BID SECURITY:

- 1.7.1 The bid shall be accompanied by a bid security (the "Bid Security") of Rs. 4,50,000/- (Rupees Four Lakh and Fifty Thousand 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. 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 GHMC"** from any Nationalized bank 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.**

- 1.7.2 The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 1.7.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 1.7.4 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.
- 1.7.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 1.7.6 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.
- 1.7.7 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 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; or
 - ii. to sign the Concession Agreement; or
 - iii. to furnish the Performance Security within the period prescribed therefore in the Concession Agreement or
 - iv. the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

1.8 MINIMUM ELIGIBILITY CRITERIA/TECHNICAL PREQUALIFICATION FOR BIDDING

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

- 1.8.1 **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 2013. **A proof for supporting the legal validity of the Bidder shall be submitted.**
- 1.8.2 **Registration:** The Bidder should be registered with the GST, and also registered under the labour laws. **Relevant proof in support shall be submitted.**
- 1.8.3 **Clearance:** The Bidder should have clearance certificate from Income Tax Department. **Relevant proof in support shall be submitted.**
- 1.8.4 **Experience:** The Bidder should have at least 1 year experience during any of last five years ending with 31st March 2018, in management of operation and maintenance of **Public toilets / Eateries / Bus Shelters or utilities in** Inter-State bus terminals/ bus stations/ railway stations/ airports/ market complexes/ public office complexes/ malls and such other similar places. **Relevant proof in support shall be submitted.**
- 1.8.5 **Turnover:** The Bidder should have average annual turnover of **Rs.100.00 Lakh (Rupees Hundred Lakh only) during** last 3 financial years. Turnover and other financial documents shall be calculated and certified by an Independent, Chartered Accountant/Firm of Chartered Accountants registered with the Institute of Chartered Accountants of India (ICAI).
- 1.8.6 **Current Net Worth:** The Bidder should have a **positive Current Net Worth of Rs. 50.00 Lakh (Rupees Fifty Lakh only)** in the current financial year . **Relevant proof in support shall be submitted,** certified by an Independent, Chartered Accountant/Firm of Chartered Accountants registered with the Institute of Chartered Accountants of India (ICAI).

Note:

- a) **As one bidder can participate in one or more or all 6(six) packages and tenders are called for all 6 packages simultaneously, in other 5 zones along with this (Secunderabad) Zone, which are of same nature and same minimum evaluation criteria, bidder willing to participate in more than one package shall submit his/ her turnover and positive Current Net Worth equal to the cumulative turnover and positive current net worth for all the packages he/ she wants to bid.**
- b) **Otherwise, his/her bid(s) will be restricted to the number of packages for which he/she submitted his/her turnover in accordance with clause 1.24 of section I of this RFP. For ex: bidder has to submit Rs.100.00 Lakh of turnover (or) Rs.50.00lakh of positive Current Net Worth in case if the bidder wants to participate in 1 pacakage, Rs.200.00 Lakh of turnover (or) Rs.100.00 lakhs of positive Current Net Worth in case the bidder wants to participate in 2 pacakage and so on...**

Check list for supporting Documents for the Minimum Eligibility Criteria in TECHNICAL BID

Sl. No	Particulars	Enclosed (Yes/No)
1	Proof of Legal Validity of the Bidder as Public Limited/ Private Limited Companies Registered under companies Act 2013	
2	Details of Bid processing fee	
	Amount	
3	Demand Draft No. and Date and issuing Bank	
	Details of Bid Security deposit	
4	Amount	
	Demand Draft No. and Date and issuing Bank	
5	self-attested copies of	
	latest IT clearance certificate	
	GST Registration No	
6	Registration with Labour department	
	Certified copies from an independent Chartered Accountant/Firm of Chartered Accountants registered with the Institute of Chartered Accountants of India (ICAI) as proof of having average annual turnover for Rs.1 Crores per annum in last 3 years.	
7	Certified copies from an independent Attested Chartered Accountant/Firm of Chartered Accountants registered with the Institute of Chartered Accountants of India (ICAI) as proof of having positive Current Net Worth of Rs.50.00 Lakh in the current financial year.	
7	Letter comprising bid (Appendix I)	

8	Undertaking as per Appendix II	
9	Bidder profile(Appendix III)	
10	Authorization Letter(Appendix V)	
11	Power of Attorney (Appendix VI) if applicable	
12	Submission of design(s) for the proposed SIWRs	
13	RFP document signed by the bidder on pages including addendum, if any	

1.8.7 **Financial Sustainability:** The bidder are supposed to 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.

1.8.8 Any entity which has been barred by the GHMC, any Central/ State Government, or any entity controlled by them, from participating in any project , and the bar subsists as on the date of Application, would not be eligible to submit Application the bid.

1.9 Financial Bid:

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

1.9.2 The bidder can make arrangement for other source of revenue generation through the structure like ATM, newspaper Centre, Café etc. The schedule of activities in each unit/location shall be submitted for the approval of the authority. However, the bidder shall ensure that there shall be no storage of prohibited and explosive items in the premises and no sale of tobacco products, alcohol and any other prohibited consumables and narcotics be taken place in the premises.

1.9.3 The bidder shall obtain the required Food and trade License or any other licenses applicable for the particular trade from the competent authority

1.9.4 The Bidder offering the highest premium to GHMC shall be considered as the successful bidder , among the technically qualified bids only.

1.9.5 Premium will be additional to the advertisement charges mentioned above.

1.9.6 The Bidder has to quote Premium amount for the entire package of 30 units.

- 1.9.7 The Premium payment shall be done on annual basis in advance in accordance with the provisions of the request for proposal (RFP) not later than 10 days from the date on which the premium falls
- 1.9.8 The Premium offered to GHMC by the Bidder in his/her/their financial bid shall be escalated every year 5% per annum with compounding over and above the premium payable in the previous year during the entire concession period.
- 1.9.9 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, premium and other payable amounts to GHMC such as trade license, Advertisement charges etc and impact of annual escalation of premium 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 (Appendix VII).

1.10 Opening of Financial Bid and Evaluation

- 1.10.1 The Financial bids of only those bidders who have qualified 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.
- 1.10.2 GHMC 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.
- 1.10.3 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.
- 1.10.4 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.
- 1.10.5 **Premium payable to GHMC over and above the standard rates payable for advertisement boards shall be the determining criteria for the financial evaluation**
- 1.10.6 Bidder shall be selected on the basis of highest premium quoted for the total package which will increase 5% annually compounding on quoted premium for the first year.

1.11 VALIDITY OF BID AND BID SECURITY

1.11.1 Bids shall remain valid for a period of **Three (3) months** from the Bid Submission Due Date. GHMC reserves the right to reject any Bid, which does not meet this requirement.

- a) The bid security shall be valid for **two months beyond** the validity of the proposal.
- b) Any bids not accompanied with an acceptable Bid security shall be rejected.
- c) The Bid security of the unsuccessful Bidders would be returned after the acceptance of successful bid and issuance of the letter of award to the successful bidder.
- d) The Bid security of the successful Bidder will be discharged when the successful Bidder has signed the agreement and furnished the Performance Security.

1.12 PRE-BID MEETING

1.12.1 A pre-bid meeting shall be held for any clarifications and replies to the queries of bidders.

1.12.2 A pre-bid meeting shall be held on 31.07.2018 **at 11.00** AM in the office of the Commissioner, GHMC, I floor mini conference hall, CC complex, Tank bund, Hyderabad-29. Bidders will be required to send their queries in writing or mail at least 2 days prior to the pre-bid meetings.

1.12.3 Minutes of the meeting, including the text of the questions raised and the replies given, would be sent to all prospective Bidders by mail. Any modifications of the RFP document as per the minutes of meeting, which may become necessary as a result of the Pre-bid meeting, shall be part of the agreement.

1.12.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder. However, all clarifications and modifications presented in the Minutes of Meeting will be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

1.13 AMENDMENT TO RFP DOCUMENT

1.13.1 At any time prior to the deadline for submission of Proposal, GHMC 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.

1.13.2 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.

1.13.3 GHMC may, at its discretion, extend the Proposal Submission Due Date.

1.14 CLARIFICATION FROM BIDDERS

To assist in the evaluation of Proposal submitted by bidders, GHMC may, at its discretion, ask any bidder for clarification of its Proposal. The request for clarification and the response shall be in writing within the requested time. All the bidders fulfilling the eligibility criterion may be given an opportunity to make a presentation of their proposal before an evaluation committee.

1.15 LANGUAGE

The Proposal submission and all related correspondences should be written in the English language. 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. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

1.16 BID DOCUMENTATION

1.16.1 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.

1.16.2 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.

1.17 RIGHT OF ACCEPTANCE AND REJECTIONS OF GHMC

1.17.1 Notwithstanding anything contained in the RFP document, GHMC reserves the right to accept or reject all Proposal submissions, at any time without assigning any reason for cancellation.

1.17.2 The GHMC 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 GHMC in this regard shall be final and binding.

1.17.3 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.

1.17.4 The competent authority of the GHMC 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.

1.17.5 The GHMC may terminate the Contract if it is found that the bidder / successful bidder is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.,

1.18 BID SUBMISSION DUE DATE

Proposal will be received up to 15.30 hours on 08.08.2018 **at Executive Engineer II (SWM), IV floor, GHMC head office, CC complex, Tank bund road, Hyderabad -29**. Any Proposal, which is received after the prescribed deadline shall be returned, unopened. The bids shall be opened at 16.00 hours on the due date of submission.

1.19 SUBMISSION OF OFFERS

The bidder shall prepare and submit their proposals in original as per the procedure detailed below:

1.19.1 The original copy of the Bid processing fee (Demand Draft) and Bid security (DD or Bank Guarantee) of the required value and in approved format shall be sealed separately in envelope mentioning: **Envelope - A1 "BID SECURITY FOR DESIGN, SUPPLY, INSTALLATION, OPERATION AND MAINTANENCE OF INTERGRATED INTEGRATED SMART WASHROOMS ON DESIGN, BUILD, FINANCE OPERATE & TRANSFER (DBFOT) BASIS AT 30 LOCATIONS IN Secunderabad ZONE, GHMC (PACKAGE No III)"**.

1.19.2 The original Technical Bid shall be sealed separately in the envelope mentioning:
Envelope – A2 is part of Technical bid proposal.
Both Envelope A1 &A2 are considered as "Technical Bid"

1.19.3 The original Financial Bid shall be sealed separately in the envelope mentioning:
Envelope – B FINANCIAL BID FOR "DESIGN, SUPPLY, INSTALLATION, OPERATION AND MAINTANENCE OF INTERGRATED INTEGRATED SMART WASHROOMS ON DESIGN, BUILD, FINANCE OPERATE & TRANSFER (DBFOT) BASIS AT 30 LOCATIONS IN Secunderabad, GHMC (PACKAGE No III)"

1.19.5 All the above envelopes viz. A1, A2 and B shall then be sealed in one outer envelope for the original hard copy of RFP.

1.19.6 **The bid shall be addressed and submitted to "The Executive Engineer II (SWM), IV Floor, CC complex, GHMC head office, Tank bund road, Hyderabad-500029" .**

1.19.8 If the envelope is not sealed and marked as above, GHMC will assume no responsibility for the misplacement or premature opening of the Proposal.

1.19.9 **GHMC** must receive proposals at the above address not later than the time and date stipulated.

1.20 LATE BIDS

GHMC will not, accept any Proposal received after the Bid Submission Due Date and Time. Late submission will be rejected and returned unopened.

1.21 OPENING OF OFFERS

The offers as received shall be opened by the GHMC on the date and time of opening as detailed here in above, in presence of bidders who choose to be present. On opening of the main envelope it will be checked if it contains: i) Bid Security (Envelope A(1)) ii) Technical Bid (Envelope A(2) (iii) Financial Bid (Envelope B)

1.21.1 The bid security will be opened first and will be checked for its requisite value and

1.21.2 If the documents do not contain Bid Security, or not of required value or not in acceptable form, the offers submitted will be rejected.

1.21.3 The Technical and Financial bid shall not be opened on that day and shall be kept separately in the safe custody of GHMC to be opened and evaluated later on as per the procedure detailed herein.

1.22 CONFIDENTIALITY

GHMC 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. GHMC 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.

1.23 TESTS OF RESPONSIVENESS

Prior to evaluation of Bid submission, Department will determine whether each Bid is responsive to the requirements of the RFP document. Any Bid submission shall be considered responsive if:

- a) Is received by the Bid Submission Due Date including any extension thereof.
- b) Is signed, sealed and marked as stipulated in this RFP.
- c) Is accompanied by the Bid Security and bid processing fee
- d) Contains all the information as requested in the RFP document
- e) GHMC reserves the right to reject any Bid submission which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained in respect of such Bid submissions.

1.24 EVALUATION AND COMPARISON OF BIDS

1.24.1 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.

1.24.2 Evaluation process : As one bidder can participate in one or more or all 6(six) packages, the bids will be evaluated in a sequential order, in the following order , as total 6(six) packages were called for simultaneously which are same nature and with same minimum evaluation criteria.

- a. Charminar Zone**
- b. L.B.Nagar Zone**
- c. Secunderabad Zone**
- d. Kukatpally Zone**
- e. Serilingampally Zone**
- f. Khairathabad Zone.**

Note : In case of bidder participated in more than one bids , his/her bids will be considered and finalized for H1 offer in the sequential order of evaluation only. That means if a particular bidder having eligibility to bid for only one package, but bids for two or more his bid will be considered for Financial evaluation until he become H1 for any one package out of 6 (in case if he happens to be H1 bidder in any of 6 packages) in above sequential order and remaining bids will not be opened

1.24.3 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.

1.24.4 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.

1.24.5 The bids of only those bidders whosoever have submitted the complete bids (Bid Security, technical bids & financial bids) will be considered for bid evaluation process.

1.24.6 The Technical Bids shall be evaluated based on the available documents submitted by the bidder in accordance with the Technical evaluation parameters.

1.24.7 **Technical Evaluation Parameters:** Technical bids shall be opened for further evaluation by the committee for the technical evaluation as per the minimum eligibility and technical requirements set out at clause 1.8 in this RFP.

1.24.8 The committee will prepare a list of technically qualified bidders and the names of shortlisted Bidders would be announced on GHMC's website / notice board. Only

the financial Bids of those who are shortlisted in the technical bid shall be reckoned for evaluation.

1.25 CRITERIA FOR SELECTION OF SUCCESSFUL BIDDER

The successful bidder chosen on the basis of highest **premium quoted** to GHMC from among the technically qualified bidders in accordance with clause 1.24.2

1.26 CONCESSION PERIOD of Integrated Smart Washrooms

1.26.1 **Concession Period:** The "Concession Period" will be 10 (Ten) years from the date of Commercial operation date (CoD). The period of CoD is 3 months , which includes the design implementation / installation / commissioning. During the Bidder period, he shall carry out the services as per the technical specifications, performance standards & guidelines given in the concession agreement.

1.26.2 The title of interest, ownership and rights with regard to the land allotted by the GHMC for the locations of Integrated Smart Washrooms provided in the concession agreement shall vest with the GHMC except that these Integrated Smart Washrooms will be operated and maintained by the Bidder during the concession period as per the Concession Agreement. On completion of concession period the Bidder shall vacate the site.

Note:

Draft Concession Agreement will be uploaded on the day of Pre Bid Meeting soon after completion of the meeting.

1.27 ISSUE OF LETTER OF AWARD AND ENTERING INTO CONCESSION AGREEMENT.

1.27.1 The successful Bidder will be issued Letter of Award" by the GHMC and shall sign the Concession agreement within 15days of letter of award.

1.27.2 If the Concession Agreement is not signed by the selected bidder within 15days of issuance of the "Letter of Award", then GHMC 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.

1.27.3 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 GHMC.

1.28 EXTENSION OF VALIDITY OF BID

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

1.29 PERFORMANCE SECURITY

The Bidder shall for due and punctual performance of obligations hereunder in relation to the "**Design, Supply, Installation, Operation and Maintenance of integrated smart washrooms on Design, Build, Finance Operate & Transfer (DBFOT) basis at 30 locations in Secunderabad Zone of GHMC (Package No III)**" deliver to GHMC, a Performance Security of Rs. 13.50 lakhs (Rupees Thirteen lakh fifty thousand only) in the form of Bank Guarantee / Demand Draft from a Nationalised bank/ Scheduled Commercial Bank in favour of Commissioner GHMC payable at Hyderabad. The Authority (GHMC) shall not be liable to pay any interest on the performance security so made and the same shall be interest free.

Note :

- a) The validity of part of the Performance Security must be valid upto 90 days from the date of COD. This performance security DD/BG shall be returned after COD within 30 days without any interest, duly deducting the liquidated damages if any
- b) Clarity is that this performance security is for one package. If a bidder succeeds in more number of packages, corresponding additional performance security shall be furnished by the respective bidder. For example: If a bidder stands successful for two packages the bid security of 2×13.50 Lakhs = 27.00 Lakhs and so on.

1.30 DESIGN OF INTEGRATED SMART WASHROOMS

- 1.30.1 The proposed concept design of Integrated Smart Washrooms in the tentative area of about 25 feet x 12 feet has to be submitted by the bidders considering separate facility for ladies, gents and specially abled persons "**DIVYANG**" and other required Smart facilities such as cafés, Potable Water ATM, e-commerce ATM, Service Centre/ kiosk, Wi-Fi and Solar Panels are mandatory for the structures.
- 1.30.2 Bidder has to keep a Sensor based feedback mechanism which can be monitored by GHMC officials online, linked backend to the GHMC Servers.
- 1.30.3 The tentative lay out plan incorporating the desired facilities are attached to this RFP for reference.
- 1.30.4 The requirement of WC seats and Urinal Pots may vary site to site and same has to be decided as per the location specific requirement.

- 1.30.5 Location wise design / drawings for Public Toilets and Community Toilets with required facilities are to be submitted by Bidder for approval by the GHMC / Independent Engineer / PMU as per the site feasibility.
- 1.30.6 The advertisement Panel shall be of standard specified in the advertising policy of GMHC.
- 1.30. Water ATM can be provided by the bidder through its own arrangement or with other expert Bidder in the field as per the agreement with prior approval of GHMC. Portable water in sufficient quantity (about 500 ltr) has to be ensured. The maximum price of drinking water per glass/ bottle through coin/ smart card has to be decided/ fixed in consultation with GHMC.
- 1.30.9 Social Messages through poster for the wide spread awareness and instructions has to be placed by the Bidder in and around the Integrated Smart Washrooms / as per the direction of GHMC time to time for the larger public behavioural changes.
- 1.30.10 The design of Public Toilets Units near the market, Road side locations may be different as per the requirements. Therefore, location wise design of Integrated Smart Washrooms is the most important aspect alongwith the other smart facilities.

1.31 REQUIREMENT FOR BETTER DESIGN, OPERATION, CLEANING AND MAINTENANCE OF INTEGRATED SMART WASHROOMS:

- 1.31.1 The reference requirement for better operation, cleaning and maintenance of Smart Public toilets are given in the **Annexure D** herewith, especially for cleaning schedule item wise, frequency of cleaning, required equipment's / machines and cleaners / detergents.
- 1.31.2 Requirement for Inspection Card /Report of Smart Public Toilets are given in the **Annexure E** enclosed for reference and for preparing daily / weekly / monthly reports.
- 1.31.3 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 bidder for proper quality services and accountability. The same has to be started with the COD without failure.

1.32 MILE STONE FOR COMPLETION OF PREFABRICATED INTEGRATED SMART WASHROOMS.

- 1.32.1 The Architectural / Engineering working drawings, designs are to be prepared and submitted by the Bidder **within 1 week** from the date of possession of site_for approval by the GHMC and execution shall be within 20 days of site handover. After approval of the design / drawings of individual Integrated Smart Washrooms the Bidder will start the

construction activities for implementing the Project as per this agreement. Bidder will also submit the schedule chart/ program for implementing the activities complete so that the following target be achieved.

1.32.2 **Total 30 Nos. of Integrated Smart Washrooms** will be completed **within 3 months**.

1.32.3 **Liquidated damages:** The Integrated Smart Washrooms shall be completed strictly as per the above specified timeline. Failing which **Liquidated damage of Rs.2000/- per week per Integrated Smart Washrooms wise** will be imposed on the Bidder.

1.32.4 The Liquidated damage for Integrated Smart Washrooms if any will be **calculated** Integrated Smart Washroom wise till the completion/ provisional completion for the Integrated Smart Washrooms granted by GHMC. The total Liquidated damage will be worked out till the completion of the project granted by Executive Engineer for COD.

1.32.5 The COD will be granted only after depositing the Liquidated Damage to GHMC in the form of Demand Draft in favour of Commissioner GHMC, Hyderabad.

1.32.6 During the 3 months period the Bidder is expected to complete the designing / drawing, implementation as per the requirements in accordance with the guiding technical specifications and standards specified herein with the approval of the concerned Engineer-in-Charge of that respective circle GHMC.

1.32.7 GHMC's obligation such as sewer line, water supply, electricity etc. the hindrance have to be recorded properly by the Executive Engineer and such period will not be counted towards the working out the Liquidated Damage for the Integrated Smart Washrooms .

1.33 **Commercial Operations Date (COD)**

After completion of construction activities for individual Integrated Smart Washrooms, the Integrated Smart Washrooms have to be made operational immediately for general public use and to be maintained by the Bidder as per the conditions in this RFP. But **the commercial activities and advertisements will only start after the issuing of the COD** by concerned the Superintending Engineer.

For this purpose two types of COD are defined as below:

1.33.1 **Provisional Commercial Operations Date (PCOD)**

Which is the declaration of Commercial Operations Date of an individual Integrated Smart Washroom upon its commissioning after which the Integrated Smart Washrooms have to be made operational immediately for general public use, but **the commercial activities and advertisements will only start after the issuing of the COD of the Zone/ Package by the Superintending Engineer of the Zone.**

1.33.2 **Commercial Operations Date (COD)**

Declaration of COD by the Superintending Engineer of the Zone is subjected to the condition that not less than 2/3rd of the units of that Zone or package are commissioned and Provisional COD is declared by the Executive Engineer concerned.

In case of GHMC's failure to hand over site(s) or if the work is stopped due to any unforeseen circumstances not assignable to the Bidder GHMC will be under obligation to hand over an alternate site and in case if not possible to do so shall exclude said unit from the scope of the project. In case of unavoidable circumstances or delay in completion of individual Integrated Smart Washrooms due to any delay in handing over of site(s) or any other reasons which are not assignable to the bidder a separate Provisional COD can be declared for each of such units by the Executive Engineer.

1.33.3 After opening the individual Integrated Smart Washrooms for general public use the social message / creative information of GHMC have to ~~be~~ displayed by the Bidder in the back lit the Advertising Display Panels / Digital Advertisement Display Panel, till the grant of COD.

1.33.3 After issue of the issue **COD** by the Superintending Engineer , premium and the Advertisement fee payable shall be paid by the Bidder during the concession period as mentioned therein.

INFORMATION AND INSTRUCTIONS TO BIDDERS

2.0 GENERAL

2.1 General terms of Bidding

- 2.1.1 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.
- 2.1.2 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.
- 2.1.3 The Bidder should submit a Power of Attorney as per the format at Appendix-V, ~~—~~authorizing the signatory of the Bid to commit the Bidder.
- 2.1.4 Any condition or qualification or any other stipulation contained in the Bid shall render ~~—~~the Bid liable to rejection as a non-responsive Bid.
- 2.1.5 The Bid and all communications in relation to or concerning the Bidding Documents and ~~—~~the Bid shall be in English language.
- 2.1.6 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.
- 2.1.7 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. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- a) 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 company, 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
- b) 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
- c) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- d) 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
- e) Such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.1.8 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 Bidder, 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 Bidder 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.

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

- a. 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
- b. 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.

2.1.10 By submitting the Bid, the Bidder acknowledges that it was pre-qualified and shortlisted on the basis of its Technical and Financial capacity 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 Bidder. 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 thereunder.

2.1.11 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 Bidder. 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.

2.1.12 Site visit and verification of information :

2.1.12.1 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.

2.1.12.2 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.

2.1.12.3 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 Bidder;
- f. acknowledged that it does not have a conflict of interest; and

- g. Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.1.13 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.

2.1.14 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.

2.2 Verification and Disqualification

2.2.1 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.

2.2.2 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.
- c. 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:
 - i. Invite the remaining Bidders to submit their Bids in accordance with relevant clauses of RFP document.
 - i) Take any such measure(s) as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.2.3 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 Bidder 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 Bidder, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Bidder. 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.

2.2.4 Incomplete tenders or tenders not fulfilling any of the conditions specified in the RFP document are liable to be rejected without assigning any reason.

3. TERMS AND CONDITIONS :

3.1 Contents of proposal :

The bidders shall prepare and submit their bids in accordance in accordance with the clause 1.8 of section I of this RFP.

3.1.1 Integrated Smart Wash rooms Integrated Smart Was hrooms Integrated Smart Wash rooms Integrated Smart Wash rooms **Financial Bid**

Format for financial bid as per Appendix VII

3.2 Clarifications

3.2.1 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 endeavor to respond to the 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.

3.2.2 The Authority shall endeavor 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.

3.2.3 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.

3.3 Amendment of RFP

- 3.3.1 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.
- 3.3.2 Any Addendum issued hereunder will be in writing and shall be uploaded on the website along with the RFP document.
- 3.3.3 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.

3.4 Performance Security

The successful bidder/Bidder, for due and faithful performance of its obligations under the Concession agreement, shall be required to provide a performance security of Rs.13.50 Lakhs (Rupees Thirteen Lakh fifty thousand Only) per all Integrated Smart Washrooms to GHMC at the time of agreement.

3.5 Modifications/Substitutions/Withdrawal of bids

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

3.6 Rejection of Bids

- 3.6.1 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.
- 3.6.2 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.

3.7 Confidentiality

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. 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.

3.8 Fraud and corrupt practices

- 3.8.1 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. 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 Bidder, as the case may be, if it determines that the Bidder or Bidder, 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.
- 3.8.2 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 Bidder, 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 Bidder 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 Bidder, 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.
- 3.8.3 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.

3.9 **Concession Agreement period** : The agreement period is 10 (ten) years from date of COD

3.10 **Exclusive right:** The sites will be handed over to the successful bidder (the Bidder) on as is basis with exclusive rights to Authority and the ownership of land shall continue to be with the Authority and the Bidder shall have to develop all the infrastructure on their own cost. The Integrated Smart Washrooms and other facilities have to be exclusively used for specified purpose and no other un-lawful 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.

3.11 The locations were identified with due diligence considering all aspects. However in any unexpected circumstances in future during the concession period a situation may arise to shift the Integrated Smart Washrooms compulsorily for a public purpose. In that case(s) the Bidder 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.

- 3.12 In case of GHMC's failure to hand over site(s) or if the work is stopped due to any unforeseen circumstances not assignable to the Concessionaire GHMC will be under obligation to hand over an alternate site and in case if not possible to do so shall exclude said unit from the scope of the project. In either case a change in COD date shall be declared adding the number of days lost in settling the issue.
- 3.13 **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 Bidder shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.
- 3.14 The Bidder 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.
- 3.15 The Bidder 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 Bidder shall be responsible to make contribution under EPF and ESI rules regularly and deposit the same for all employees deputed under this project.
- 3.16 All mandatory fees payable to the line departments like TRANSCO, HMWSSB, etc (including GHMC) and other relevant taxes imposed by the Govt. from time to time during tenure of agreement shall be paid by the Bidder and will not be compensated by Authority in any manner. But, Authority **will exempt the Bidder for payment of property tax.**
- 3.17 The Bidder shall keep the Smart wash rooms and premises clean in all respects and the Authority reserves the right for conducting inspection and directing the Bidder to comply with norms.
- 3.18 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 Bidder to settle the issue and Authority will neither be responsible for it nor should it be involved in it.
- 3.19 **Notices**
- a) 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.

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

3.20 **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 Bidder may be taken or executed by the official/person authorized by the Authority and the Bidder .

3.21 **Force Majeure**

- a) 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.

- b) 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.

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

d) No Breach of Contract

The failure of a Party to fulfill 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.

e) 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 fulfill 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

f) Payments

During the period of their inability to perform the stadium 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 stadium.

g) Consultation

Not later than thirty (30) days after the Bidder, 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.

h) Suspension

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

i) 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.

3.22 Termination

a) By the Authority

The Authority may, by not less than thirty (30) days' written notice of termination to the Bidder (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 GHMC may terminate the agreement if the Bidder 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 a continuous period of 1 week , unless otherwise extension was given by the concerned in-charge officer for valid reason;
 - 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 premium and other dues such as penalties payable to the Authority within the specified period as per the Terms of condition of the Agreement for 60 days.
- ii. if the Bidder 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 Bidder become (or, if the Bidder 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 Bidder fail to comply with any final decision reached as a result of arbitration proceedings, if so;
- v. if the Bidder submit to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Bidder know to be false;
- vi. if, as the result of Force Majeure, the Bidder are unable to perform a material portion of the Work for a period of not less than sixty (60) days; or
- vii. if the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- viii. if the Bidder, 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 Bidder (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.

b) By the Bidder

The Bidder, 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 Bidder 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.

c) Payment upon Termination

Upon termination of this Contract , the Bidder 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, HMWSSB etc., including GHMC for the period prior to the effective date of termination; and

d) 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.

3.23 Penalties :

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

- a. a penalty @500/- ,per every 6 hours of delay and per each instant of inspection, in case of reason that if the Bidder 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 1,000/- , 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 as per the details given in **Table 1 to Table 4 of Annexure "D"**
- c. **a penalty, in the form of interest for the delay period, for the** delay of annual payment towards premium and other dues to GHMC @ **of 18%** per annum on the total unpaid amount by Bidder. 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 Bidder fails to make payments towards his/her premium and any other dues such as penalties payable to GHMC for 60 days, the contract will stand terminated automatically

3.24 Liquidated damages: The Integrated Smart Washrooms shall be completed as per the specified timelines in the RFP. Failing which **a liquidated damage of Rs.2000/- per week per Integrated Smart Washrooms** will be imposed on the Bidder.

3.25 DISPUTES RESOLUTION MECHANISM

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

a) 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.

b) 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.

- i. 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 respective Zonal Commissioner which shall convey its decision within Ninety days from the date of referring to the chairman of that committee.
- ii. If the decision of the committee has conveyed the decision to the Bidder and no claim for arbitration has been filed by the Bidder 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.
- c) **Arbitration:** All disputes or differences which are not settled and conclusive are referred to the Arbitration. The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof.

3.26 **Fore closer**

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

3.27 After completion of agreement period Bidder has to handover the Integrated Smart Washrooms in good condition for further usage by the general public along with "No Dues Certificate" from other line departments.

3.28 **Miscellaneous**

3.25.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and including but not limited to laws of Government of Telangana and the Greater Hyderabad Municipal Corporation Rules and Regulations (if any) in force and as amended from time to time; and the Courts in Hyderabad shall have exclusive jurisdiction in all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

3.25.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a. 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;
- b. Consult with any Bidder in order to receive clarification or further information;

- c. Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- d. 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.

3.25.3 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

Locations proposed for installation of Smart Toilets

Sl.No.	Circle Name	Executive Engineer	Asst. Medical Officer of Health	Asst. City Planner	Proposed Locations For Smart Toilets	No. of Locations
1	Circle no.15 Musheerabad	Sri. Laxmi Narayana 9704456845	Dr. P.Bhargav Narayana 8374865307	Sri.Karunakar 7993360267	VST Signal Bus stop	1
2					NTR Stadium Bus stop	1
3					Tank Bund Road	4
4					Musheerabad Signal Park	1
5					City Central Library	1
6	Circle no.16 Amberpet	Sri. Nityananad 9989930620	Dr. Y. Hemalath 7993354269	Sri.Karunakar 7993360267	Along Krishna nagar park Golnaka Main Road	1
7					Infront of O.U. Kaman left side Vidyanagar	1
8					Infront of Survey Bhavan, Narayanaguda	1
9					Shivam Bus Bay	1
10					CPL Main road, near MRO Office.	1
11	Circle no.28 Malkajgiri	Sri. Anil Raj 9989930374	Dr. Nirmala Halen 6401363243	Sri. Narsing Rao 9949994007	Yapral Junction Opp.Petrol Bunk ,	1
12					b. East Anand Bagh near Andhra Bank.	1
13					c. East Anand Bagh near Andhra Bank.	1
14					d. Vajpayee nagar, near Registration	1

					office	
15					e. At ZTC junction	1
16	Circle no.29 Secunderabad	Smt. Indira Bai 996025505	-	Sri. K.Prakash Reddy 9121240322	1. Tarnaka Junction	1
17					2. Ram Theater, Lalapet	1
18					3. Chilalguda, Market	1
19					4. Manikeshwari Nagar Kaman	1
20					5. Shanthinagar, Lalapet	1
21	Circle no. 30 Begumpet	Sri. D.Suresh 9959226996	-	Sri. K.Prakash Reddy 9121240322	Begumpet Under Bridge(Beside Night Shelter)	1
22					Near Wesley college	2
23					Degree college of women,Begumpet	1
24					Pamarao Nagar Park	1
25					Nehru Nagar Park	1
26					Near GVK	1
Total						30

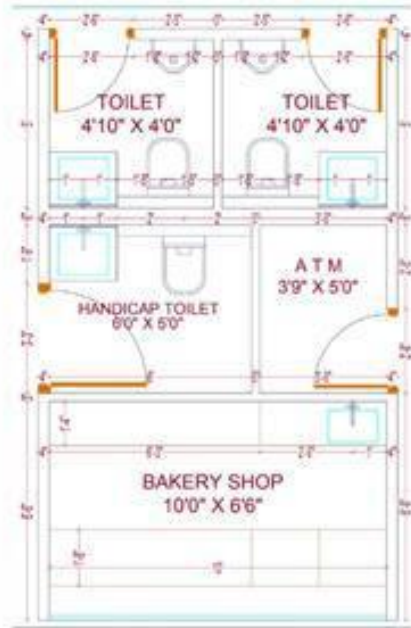
Note: Contact numbers for visiting locations with prior intimation

Annexure – B

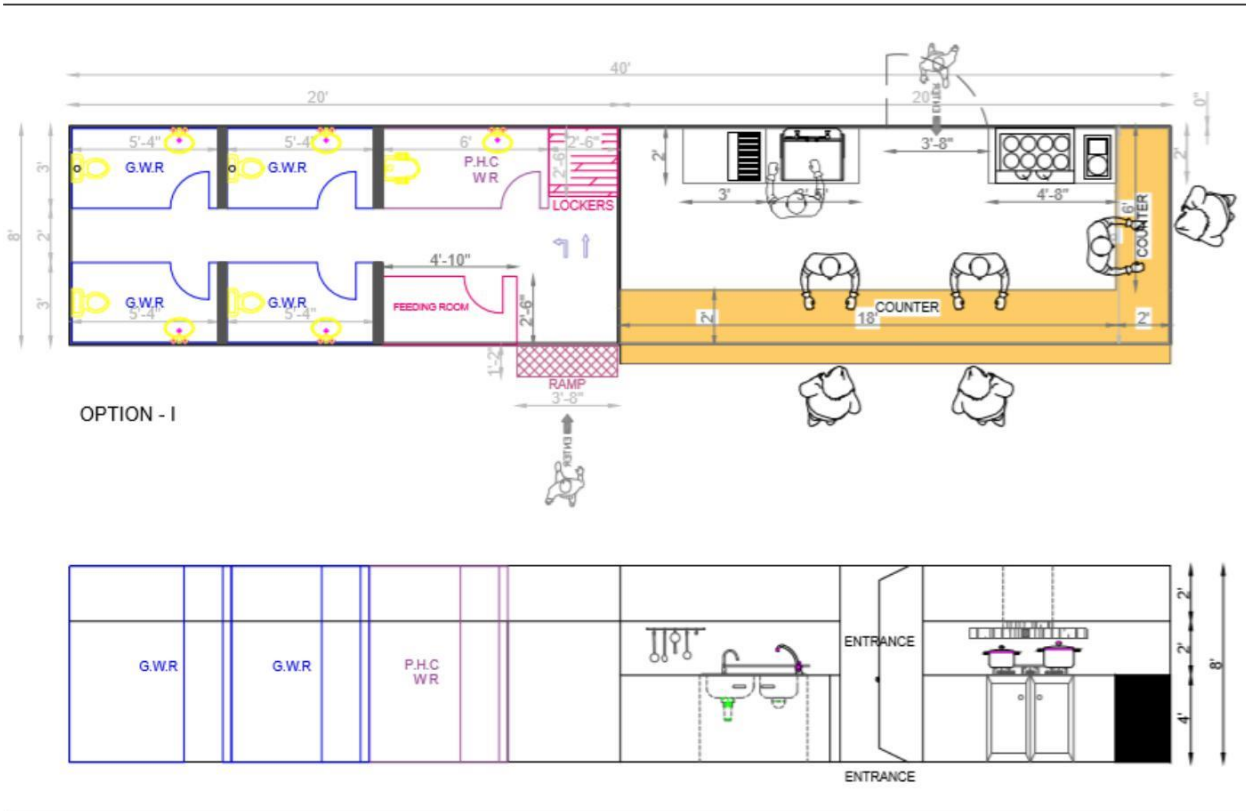
- **INDICATIVE DESIGN OF ISW**

Design-1 :

Architect Structure



Design – 2



Annexure - C

THE MINIMUM SPECIFICATIONS AND STANDARDS FOR INTEGRATED SMART WASHROOMS:

1. The Integrated Smart Washrooms shown in the Annexure – B are indicative models only. The bidder has to develop individual models specific to site and accordingly “Design, supply, install, operate and maintain the integrated smart wash rooms. The design drawings shall include with details of layout plan for washrooms and other facilities along with details of water supply, sanitary fittings, electrical fittings and elevation drawings etc.
2. The advertisements are only permitted to display as per advertisement policy of GHMC. The advertisements panels shall be as per design approved by GHMC in accordance with its advertisement policy
3. No separate structure for advertisements panel above the Integrated Smart Washrooms or separate advertisements panel from the Integrated Smart Washrooms / shall be allowed to be added after the signing of the LOA.
4. 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 BIDDER expressly agrees that the decision of the GHMC in this regard shall be conclusive and binding on the BIDDER.
5. 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 GHMC are to be provided in each Integrated Smart Washrooms. **The number of facilities / requirements shall be as per the site feasibility and the location specific requirements**
6. The Smart washrooms 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 basis to the general users. The facilities shall not include any provision for sale or storage of objectionable and prohibited items such as tobacco, alcohol, narcotics items and explosive items etc.
7. The requirement of number of WC seats and Urinal Pots may vary from site to site and same has to be decided as per the location specific requirements in consultation with GHMC.
8. Standard material and the fixtures shall be used in each Integrated Smart Washrooms with approval of GHMC. However, the Bidder can propose the higher specification than the above for approval by the GHMC.
9. Design criteria for the Integrated Smart Washrooms in details are given in RFP and in **Annexure D**.
10. **Water supply:** The Bidder shall ensure availability of adequate water at all times for general cleanliness of the Integrated Smart Washrooms and for the use of public visiting these Integrated Smart Washrooms. Further laying of water line, connection and payment of connection & usage charges shall be the responsibility of the Bidder. In case there is no feasibility of water supply immediately, in that case, the Bidder has to arrange water at his own cost. GHMC shall facilitate in the obtaining the water connection from HMWSSB, in

feasible locations only. It is the responsibility of the bidder to provide water supply in case of non-feasibility of getting HMWSSB water supply connection.

11. **Electricity supply:** The Bidder shall ensure adequate electricity supply for proper lightings, preferably LED, inside and outside the Integrated Smart Washrooms from the Solar panels and electricity supply from Distribution Company and charges for laying of electric cables, payment of connection and usage charges shall be the responsibility of the Bidder.
12. **Sewerage Disposal:** The Bidder shall ensure disposal of sewerage through pipe line to nearest municipal sewer line at his own cost. If a sewer line exists within 100 metre distance GHMC shall provide a municipal sewer at point not more than 10 meters away from the premises and the Bidder has to connect his disposal line to the same. Where there is no feasibility of municipal sewer line (within 100 metre distance) in that case bio-digester is to be provided by the Bidder at his own cost. The connection charges and uses charges shall be responsibility of the Bidder.
13. **Landscaping:** The Bidder shall put plants/greenary in and around each Integrated Smart Washrooms where space is available as per the approval of the GHMC and maintain the same in good condition at all times.
14. **Cleaning of Integrated Smart Washrooms:** The Bidder shall ensure cleaning of the Integrated Smart Washrooms as per the cleaning schedule provided herewith. **Dedicated cleaning staff shall be provided by the Bidder for Integrated Smart Washrooms.**
15. Bidder shall provide feedback panel system for taking Public opinion and voting which shall be directly linked to GHMC servers.
16. **Stink sensors** shall be provided as per standard specifications in each toilet to be linked to GHMC monitoring officer.
17. **Waste Disposal:** The Bidder shall provide stainless steel litterbins inside and segregated dustbins outside the Integrated Smart Washrooms as specified and dispose of the collected waste up to nearest municipal bin.
18. 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, minimum specifications, specified one herein and the work shall be got done through qualified electrician/wireman.
19. 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.
20. In case sub-standard/defective material is used, the same shall be replaced by the bidder at its own cost. In case of any dispute in this regard decision of GHMC shall be final.
21. All the Integrated 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.
22. The door and window frames shall be of material of particle board 2 inch thickness with Luxury finish of smart wood (or) any equivalent material. All materials used should be of Fire and weather proof
23. Ladies Toilets are to be provided with paddle operated dustbins.
24. Staff Room /Janitor Room may be provided in the Integrated Smart Washrooms as per drawing, if approved.

25. Entire colour scheme and samples of the materials shall be got approved prior to use in the erection /re-erection of Integrated Smart Washrooms.
26. Prefab boards should be waterproof / resistant. and the thickness shall be as per ISI standards
27. CC Cameras should be provided as per the police department norms.

28.The minimum specifications for the material to be used in Integrated Smart Washrooms.

1	Walls	Walls to be containerised and panel should have green smart wood (or) any equivalent material with fire resistance , all weather proof, termite resistant, durable and resistant to vandalism.
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	Non-skid Granite/Vitrified tile flooring with 18 mm thick granite stone or granite tiles of Required colour as approved by GHMC.
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 conforming to IS / BSI standard (western wall mounted) as approved by GHMC.
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	green smart wood (or) any equivalent material with fire resistance , all weather proof, termite resistant, durable and resistant to vandalism with RFID access and door closure
11	Electrical wiring, Fittings & Fixtures	All fixtures, wiring& fittings of BIS, standards. All lightings shall be energy saving lights (LED etc). Fans, exhaust fans, Hand Dryer shall be of standard company as approved by GHMC
13	Air conditioning	All areas in the ISWR 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.

29. MINIMUM MAINTENANCE REQUIREMENTS

- a. This includes operation of the Integrated Smart Washrooms i.e. regular cleaning of the Integrated Smart Washrooms and its surrounding area, functioning of all the fixtures, deployment of dedicated personnel, supervision and providing of consumables. The maintenance include regular maintenance of all the necessary infrastructure provided in Integrated Smart Washrooms such as electricity, drainage, sewerage, waste removal, water etc. The bidder shall also clean and housekeeping the other areas created other facilities in Integrated Smart Washrooms as specified above.
- b. All Integrated Smart Washrooms(ISW) should be kept opened from 6.00 a.m. to 11:55 p.m. for all seven days a week. Certain ISW shall be kept opened 24 hours in a day for all seven days a week. However, the Bidder 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 GHMC. The decision of GHMC in this regard shall be final.
- c. Dedicated Operations Team, for active monitoring of security and maintenance services on a daily basis.
- d. Water must be always available 24/7 for flushing and washing.
- e. All fittings and fixtures are to be maintained in fully functional condition always.
- f. 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.
- g. 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 Integrated Smart Washrooms
- h. No leakage from roof to be permitted.
- i. Proper drainage is to be maintained and no accumulation of water, liquid etc. is to be allowed at any time.
- j. The lighting arrangement at the Integrated Smart Washrooms is functional at all times. Electrical safety is to be ensured for users as well as bidders's staff.
- k. All structural members, sanitary fittings, electrical fittings and advertisement panel are to be inspected and maintained in good condition as per Good Industry Practices.
- l. No Single Use plastic is to be used anywhere in the ISW and to be sold on any product in GHMC

- m. Sanitary napkin /Tampon dispenser should be provided in the women's Integrated Smart Washrooms.
- n. Sanitary napkin Incinerator should be provided in the women's Integrated Smart Washrooms.
- o. **Air freshener** should be provided in the every smart washroom.
- p. **Soap Dispenser** should be provided in the every smart washroom.
- q. Feminine Hygiene bins should be kept in all Women's washroom.
- r. Broken floor and wall tiles are to be replaced within two days of such event.
- s. Baby Diaper changing station should be installed in Smart Washroom.
- t. Centralized Air-freshener system to be connected to the air-conditioning system to keep the ISW free of odour and it acts as insect repellent.
- u. The staff provided at the Integrated 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 Executive engineer.
- v. The flower plants and shrubs are to be maintained and watered regularly and the wastes to be disposed off.
- w. Security of all assets is to be ensured by the Bidder. CCTV – IP based to be installed with relay to be provided to Telangana police station.
- x. The advertisements on panels to be changed during off peak periods – preferably during night hours.
- y. Exhaust fans should be functional always.
- z. A round the clock mobile service van should be provided for attending to electric, plumbing and cleanliness related complaints.

ANNEXURE - D

REQUIREMENT FOR DESIGN AND MAINTENANCE OF INTEGRATED SMART WASHROOMS. IN GHMC:

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 Integrated 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

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. Design

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 have 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 minimum specifications, item wise are given in **Annexure "C"**, as approval by GHMC

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, enameled steel panels, glass block, aluminum panels, phenolic cladding etc.
- c. Ceiling shall be of Mineral ,metalfibre board, fibrous plaster board, Aluminum panels or strips etc.
- d. Carefully selected, durable materials minimize 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 ablution 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 ablution 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 Integrated 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 Integrated 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 Integrated Smart Washrooms:**

- 3.19.1. Each Integrated Smart Washrooms displays a sign board "**Maintained by (Name of Bidder) for GHMC" along with the GHMC logo and well lit at inconspicuous area. The e-mail address of Bidder and Engineer-in-charge with telephones 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 Integrated Smart Washrooms most visible locations for general public display "**Public Conveniences" or with an approved catchy name like " Loo Café " in Telugu & English language (as approved)**.

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. as approved by GHMC

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 A

Integrated Smart Washrooms , Operation, Cleaning and Maintenance

Frequency for Periodic / Thorough Cleaning in Integrated Smart Washrooms:-

ITEM	PERIODIC CLEANING SCHEDULE ACTIVITY	FREQUENCY
FLOOR	Machine scrub to ensure removal of soil from Grounding	Thrice Weekly
Walls	Hand scrub to ensure removal of soil from Grounding	Weekly
Bins	Hand scrub to ensure removal of soil from Grounding	Fortnightly
Wash Basins	Scrub with scrubbing pad to remove stubborn stains	Daily
Bowls / Urinals	Scrub with scrubbing pad to remove stubborn stains. Scrub beneath rim to ensure removal of yellow stains	Daily
Soap Dispensers	Dismantle and check / clear chokes	Weekly
Exhaust Fans	Wipe clean to remove dust	Weekly

Table – 2 B**Frequency for Spot Cleaning of Integrated 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 GHMC 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.

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 power
6	Stainless Steel Cleaner (if necessary)
7	Toilet Bowl swab and container
8	Putty knife
9	Broom
10	Dust- Pan corner brush
11	Mop / Bucket / Wringer
12	Signages such as "Wet Floor" and "closed for cleaning"
13	Duster (feather / lambs wool)
14	Clean cloth
15	Paper towels / toilet paper / soap
16	Gloves

Table – 4

CLEANING AGENTS FOR DIFFERENT FINISHES		
1	Wall / Floor (Ceramic, granite and marble tiles)	Use neutral based cleaners or disinfectants. Do not use acid based cleaner on marble
2	Glass / Mirror (Neutral cleaners can also be used)	Use ammonia – or neutral based cleaners
3	Sanitary Wares	Use disinfectant cleaners
4	Stainless Steel / Chrome	Use Stainless steel / chrome polish
5	Plastic / PVC	Use neutral based cleaners
6	Toilet Bowls	Use disinfectant or mild abrasive liquid cleaners

Annexure - E
Existing Schedule of Advertisement Tax Rates

Sl. No.	Description of Advertisement	Unit	Categories			
			S	A	B	C
1	Central Dividers	Per Sqm	3000	2750	2500	2250
2	Unipoles	Per Sqm	2000	1750	1500	1150
3	Hoardings	Per Sqm	1500	1350	1200	850
4	Neon & Glow Sign Boards/ Bus Shelters	Per Sqm	1250	1000	750	600
5	Wall Painting, Flex Board, Glass Poster, Pillar Boards, Painting/ Stickers/ Flags/ Shop Shutters	Per Sqm	1000	800	600	500
6	Balloons/ Umbrellas	Each	4000	3000	2000	1500
7	Slide/ Short Films	Each	2000	2000	2000	2000
8	Autos	Per Vehicle	1500	1500	1500	1500
9	Buses	Per Vehicle	4000	4000	4000	4000
10	Cabs/ Vans	Per Vehicle	3000	3000	3000	3000

The following advertisements are covered under the category of Central Dividers:

- Metro Pillars Wrappers
- Portals of Metro Stations
- Foot Over Bridges
- Metro Viaduct Parapet Walls
- Outside spaces of Metro Stations
- Obligatory Spans, Arches

Category	Advertisements situated on / visible from	
S	All Metro Corridors, PVNR Expressway and ORR within GHMC limits	
A	1.S.R.Nagar & Vengalrao Nagar	2. Madhapur
	3. Hi-Tech City	4. Kondapur, Kothaguda
	5. Gachibowli	All the above areas which are not covered in S Category.
B	The areas of Erstwhile MCH, Kukatpally, Serlingampally – South and North other than the areas included in Category 'A' .	
C	Ramachandrapuram & Patancheru	

APPENDIX-I
Letter comprising the Bid

Dated: _____

To,
.....
.....
.....

Sub: DESIGN, SUPPLY, INSTALLATION, OPERATION (&) MAINTENANCE OF SMART INTERGRATED WASHROOMS ON DESIGN, FINANCE, BUILDING, OPERATE & MAINTAIN (DBFOT) BASIS AT 30 LOCATIONS IN Secunderabad ZONE, GHMC

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. The Bid is unconditional and unqualified.
- 2) I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder 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 accompanying the Bid are true copies of their respective originals.
- 3) This statement is made for the express purpose of our selection as Bidder for the Design, Supply, 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 Bidder 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 either be an existing Company incorporated under the Indian Companies Act, 2013, or 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 accompanying 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

**APPENDIX-II
UNDERTAKING**

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

- c. I/We give the rights to the competent authority of the GHMC 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.

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

- e. I / We acknowledge and undertake that our Firm if pre-qualified and short-listed on the basis of our Technical Capacity and Financial Capacity shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Bidder. We further agree and acknowledge that the aforesaid 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

**APPENDIX–III
BIDDER'S PROFILE**

General:

- (Name of the Company.....
- (Name of the authorised 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 company.....

(Address of the Company
.....
.....
.....

EE Tel no. with STD code (O).....(Fax)..... (R).....

FF Mobile No. of the person submitting the Bid.....

GG E-mail of the person submitting the Bid.....

HH Organization's email ID.....

II Website Address.....

JJ Registration & incorporation particulars of the firm:

Private Limited

Public Limited

Any other – Please specify.....

KK Name of Director(s).....

LL Email ID of Director (s).....

MM Mobile Number of Director (s).....

NN Bidder's bank, its address and current account number

.....
.....

3 PAN Number
(Please attach copies of PAN Card)

a. GST Number
(Please attach copies of GST Registration Number)

b. Labour Registration.....

c. EPF Registration Number.....

d. ESIC Registration Number.....

e. Particulars of Bid Security:

Demand Draft / Bank Guarantee No.....

Date.....

Name of Bank.....

Address of Bank.....

Validity of BG/DD.....

APPENDIX-IV

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 (a company registered under the Companies Act, 1956/ 2013) 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. _____ crore (Rupees _____ crore 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)

Bidder Appendix –V 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 Company)

Ref No:

Date:

To
The Commissioner,
Greater Hyderabad Municipal Corporation,
Hyderabad – 500029.

Dear Sir,

Sub: DESIGN, SUPPLY, INSTALLATION, OPERATION (&) MAINTENANCE OF SMART INTERGRATED WASHROOMS ON DESIGN, FINANCE, BUILD, OPERATE & MAINTAIN (DBFOT) BASIS AT 30 LOCATIONS IN Secunderabad ZONE, GHMC

Ref: Your RFP– --/2018-19 Dated --/--/2018

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,

(Authorized Signatory)

Appendix–VI

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 submission of our bid for the _____ Project proposed or being developed by Greater Hyderabad 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 _____, 20____
For _____

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

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

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX–VII

Format for Financial Bid

Name of proposal: RFP for “DESIGN, SUPPLY, INSTALLATION, OPERATION (&) MAINTENANCE OF SMART INTERGRATED WASHROOMS ON DESIGN,FINANCE, BUILD, OPERATE & MAINTAIN (DBFOT) BASIS AT 30 LOCATIONS IN Secunderabad ZONE, GHMC”

I/We agree to pay GHMC, a premium amount of Rs._____ [in figures] -
-----[in words] per year.

I/We agree to pay the premium amount with an annual increment of 5% (Five Percent) every year with compounding (on the previous year premium amount) for the entire concession agreement period.

I/We agree that I/We shall not collect any user charges from the citizen irrespective of whether they buy anything from the café/ any other facility(s) or not.

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

I/We agree to pay the premium amount payable to GHMC on annual basis in advance in accordance with the provisions of the request for proposal (RFP) not later than 10 days from the date on which the premium falls due.

Authorized Signatory
(With stamp of Bidder)

APPENDIX VIII

Model Concession Agreement

(To be executed on Stamp paper of appropriate value)

Note: Model Concession Agreement will be uploaded on the day of Pre Bid Meeting soon after completion of the meeting.