



BRUHAT BANGALORE MAHANAGARA PALIKE

No: EE (RNR)/ TOILET-TENDER/08/12-13

Office of the Executive Engineer,
Rajajinagar Division, 1st floor,
RTO Complex, 2nd block,
Rajajinagar , Bangalore - 560010
Date: 31.01.2013

INVITATION OF TENDERS FOR OPERATION AND MAINTAINANCE OF PUBLIC TOILET COMPLEXES ON PAY AND USE BASIS

Short term tender (Two cover system)

(Through GOK e-tender only)

Tenders for **PAY AND USE BASIS** are invited by the undersigned for the work of **OPERATION AND MAINTAINANCE OF PUBLIC TOILET COMPLEXES** at below mentioned locations from individual /firms/Agencies/Consortia/partnerships up to **17.02.2013 up to 4.00 P.M.** The opening of the TECHNICAL BID will be on **21.02.2013 at 4.15 P.M.**

The Tender Document can be downloaded from the e-tender website on payment of prescribed fee noted against each location (non refundable) in the form of e-Payment through Portal.

Sl. No.	Ward No.	Location of the toilet	EMD (in Rupees)	Cost of Tender form in Rs. (Non-Refundable) inclusive of VAT	Period of Maintenance
1	97	5ನೇ ಮುಖ್ಯರಸ್ತೆ ಅಂಬೇಡ್ಕರ್ ನಗರ, ದಯಾನಂದನಗರ, ರಾಜಾಜಿನಗರ, ಬೆಂಗಳೂರು-10 (ಶೌಚಾಲಯ)	25000/-	1125/-	2 years
2	97	ಬಂಡಿರೆಡ್ಡಿ ಸರ್ಕಲ್ ಹತ್ತಿರ, ದಯಾನಂದನಗರ, ರಾಜಾಜಿನಗರ, ಬೆಂಗಳೂರು-10 (ಶೌಚಾಲಯ ಮತ್ತು ಮೂತ್ರಾಲಯ)	25000/-	1125/-	2 years
3	97	ಅಯ್ಯಪ್ಪ ಸ್ವಾಮಿ ರಸ್ತೆಯಲ್ಲಿರುವ ದೊಡ್ಡ ಮೋರಿಯ ಮೇಲೆ, ದಯಾನಂದನಗರ, ರಾಜಾಜಿನಗರ, ಬೆಂಗಳೂರು-10 (ಶೌಚಾಲಯ ಮತ್ತು ಮೂತ್ರಾಲಯ)	25000/-	1125/-	2 years
4	98	ಗಾಯತ್ರಿದೇವಿ ಪಾರ್ಕ್ ಹತ್ತಿರ, ಪ್ರಕಾಶನಗರ ರಾಜಾಜಿನಗರ, ಬೆಂಗಳೂರು-10(ಶೌಚಾಲಯ)	25000/-	1125/-	2 years
5	108	10ನೇ ಮುಖ್ಯ ರಸ್ತೆ, ರಾಮಮಂದಿರ ಮೈದಾನ, 4ನೇ ಬ್ಲಾಕ್, ರಾಜಾಜಿನಗರ, ಬೆಂಗಳೂರು	25000/-	1125/-	2 years
6	108	ಡಾ ರಾಜ್ ಕುಮಾರ್ ರಸ್ತೆ, ದಾಸಾಶ್ರಮ ಹತ್ತಿರ, ಬೆಂಗಳೂರು	25000/-	1125/-	2 years
7	108	ಕಾರ್ಪೊರೇಶನ್ ಮಾರ್ಕೆಟ್, 60ನೇ ಅಡ್ಡ ರಸ್ತೆ, 5ನೇ ಬ್ಲಾಕ್, ರಾಜಾಜಿನಗರ, ಬೆಂಗಳೂರು	25000/-	1125/-	2 years
8	99	ಇ ಎಸ್ ಐ ಸಿಗ್ನಲ್ ಹತ್ತಿರ, ಇ ಎಸ್ ಐ ಆಸ್ಪತ್ರೆಯ ಹಿಂಬಾಗ, ರಾಜಾಜಿನಗರ, ಬೆಂಗಳೂರು-10	25000/-	1125/-	2 years
9	99	ಇ ಎಸ್ ಐ ಬಸ್ ನಿಲ್ದಾಣದ ಹತ್ತಿರ, ಕೆ ಇ ಬಿ ಕಲ್ಯಾಣ ಮಂಟಪ ಎದುರು, ರಾಜಾಜಿನಗರ, ಬೆಂಗಳೂರು-10	25000/-	1125/-	2 years
10	99	ವೆಸ್ಟ್ ಆಫ್ ಕಾರ್ಡ್ ರಸ್ತೆ, ಕೆ ಇ ಬಿ ಕಚೇರಿ ಹಿಂಬಾಗ, ರಾಜಾಜಿನಗರ, ಬೆಂಗಳೂರು-10	25000/-	1125/-	2 years
11	99	ಪಿ & ಟಿ ರಸ್ತೆ, 2ನೇ ಬ್ಲಾಕ್ ರಾಜಾಜಿನಗರ, ಬೆಂಗಳೂರು-10	25000/-	1125/-	2 years
12	99	ರಾಜಾಜಿನಗರ 2ನೇ ಬ್ಲಾಕ್ , ಪಿಹೆಚ್‌ಸಿ ಹತ್ತಿರ,	25000/-	1125/-	2 years

		ಬೆಂಗಳೂರು-10			
13	101	7ನೆ ಮುಖ್ಯ ರಸ್ತೆ,ಶಾರದಾ ಕಾಲೋನಿ, ಅಲದ ಮರ ಪಾರ್ಕ್,ಬೆಂಗಳೂರು	25000/-	1125/-	2 years
14	101	18ನೆ ಸಿ ಮುಖ್ಯ ರಸ್ತೆ, ದೋಬಿ ಫಾಟ್, 3ನೆ ಬ್ಲಾಕ್,ರಾಜಾಜಿನಗರ,ಬೆಂಗಳೂರು	25000/-	1125/-	2 years
15	108	6ನೆ ಮುಖ್ಯ ರಸ್ತೆ, ಸ್ವಂದನ ಆಸ್ಪತ್ರೆ,4ನೆ ಬ್ಲಾಕ್,ರಾಜಾಜಿನಗರ,ಬೆಂಗಳೂರು	25000/-	1125/-	2 years

Tender Processing fee and EMD should be made in e-tender portal only using any of the following four modes of e-payment.

1. Credit card
2. Direct Debit
3. National Electronic Fund transfer (NEFT)
4. Remittance of the bank counter (OTC)

Schedule of events

1. Pre bid meeting on 14.02.2013 @ 11.00AM to 4.00 PM at the Office of the **Excutive Engineer (Rajajinagar division), BBMP, 1st Floor , RTO Complex, 2nd Block, Rajajinagar, Bangalore – 560 010.**
2. Last Date & Time for downloading of tenders is: **17.02.2013 up to 4.00 P.M.**
3. Technical Bid opening date: **21.02.2013 at 4.15 PM.**
4. Opening of Financial Bid will be after the approval of technical bid.

PART-I Eligibility Criteria:

1. Tender documents may be downloaded from under login for Contractors. Aspiring Bidders/Contractors who have not registered in e-tender should register before participating through the website (www.tenderwizard.com/BBMP).
2. For details, registration and e-payment visit GOK e-tender website (www.tenderwizard.com/BBMP).
3. The Bruhat Bangalore Mahanagara Palike reserves the right to accept / reject any or all the Tenders without assigning any reasons.
4. The Tender will remain valid for 180 Days from the Date of Opening of Financial bid.
5. The Work shall be commenced with all Men and Material within 7 days from the Date of Work Order, failing which, it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderer.
6. Further Details of the work and drawings can be obtained from the Office of the Tender inviting authority,
7. The Tender Notification and Blank Tender Form with standard tender Documents will be accessible in the GOK website (www.tenderwizard.com/BBMP).
8. Tenderer shall have an experience of 2 years in housekeeping for maintenance of toilets.
9. The bidder shall have achieved financial turnover of not less than 1.00Lakhs in housekeeping and at least one financial year out of previous five years. In support of this the tenderer shall furnish a certificate issued by an Auditor / Chartered Accountant.
10. Bidders/Contractors Should attach all the Scanned copies of technical documents/certificates pertaining to their eligibility criteria mentioned above in the website itself, failing which, the bid will not be considered. (Technical Bid). The original documents should be produced for verification at any stage of tender process as and when sought for, failing which; the bids are liable for disqualification.
11. For those tenderers whose Technical bids do not satisfy the eligibility criteria, their financial Bids will not be opened.
12. Conditional tenders will not be accepted.
13. The tenderers who are bidding for more than one package shall submitted separate technical and financial bids with respective EMD.

14. The bidder shall furnish to the Bruhat Bangalore Mahanagara Palike a declaration that it does not attract the ineligibility of the provisions of the Section 26 of the KMC Act, 1976 or any of the provisions of the Karnataka Civil Service Rules (KCSR) 1957.
15. Bidder may furnish a Power of Attorney authorizing the signatory of the proposal to commit the bidder.

PART-II SCOPE OF WORK

1. The successful tenderer has to maintain toilets as per the tender conditions and he has no right of ownership whatsoever on the toilets given on operation and maintenance basis.
2. The successful tenderer shall not sub-lease or transfer the right of operation and maintenance of the toilets to any other agency.
3. The successful tenderer shall maintained the water supply / sanitary lines and electrical supply Lines in good conditions.
4. The successful tenderer shall be responsible for payment of water supply and electricity charges according to usage on time and furnished the receipts of payment to the Ward Engineers and there should not be arrears for payment.
5. The successful tenderer shall appoint lady helper for ladies toilets and gent's helper for gent's toilets where ever separate toilets provided for ladies and gents.
6. The successful tenderer shall maintained the toilets from Morning 5.00AM upto 10.00PM in night
7. The successful tenderer shall be responsible for annual maintenance like white washing cleaning of sanitary and water supply line replacement of damaged / worn-out plumbing fittings like bib cocks, urinal push cocks, floats valves GI fittings gratings etc.,
8. The successful tenderer shall be responsible for regular repairs and clearing of blockages in water closets, sanitary lines.
9. The successful tenderer shall appoint sufficient helpers for maintainance.
10. The successful tenderer shall adhere to the dress code like white colour apron for caretaker and dark blue apron for the cleaner with all other accessories like shirts, trousers, sarees, gumboots etc.,
11. The successful tenderer shall keep soap / soap water for usage of the public
12. The successful tenderer shall maintained the toilet complex in good and usable conditions by cleaning using phenol, bleaching powder, DDT powder and other chemicals to prevent infections.
13. The successful tenderer shall not use toilet complex for residential use.
14. The successful tenderer shall not give room for public complaints.
15. If the successful tenderer does not adhere to the above scope of work and conditions of contract The BBMP shall have the right to cancel the work order without notice.

PART-III CLAUSES AND CONDITIONS

Earnest Money Deposit

1. An EMD of Rs.25000/-(Rs. Twenty five thousand only) for each Toilet . will be submitted in the form of crossed D.D. payable in Bangalore in Favour BBMP Commissioner at the time of submitting the bid in technical bid. For person belongs SC/ST, the EMD will be of RS. 5000/-(Rs. Five thousand only)
2. The successful tenderer shall furnished performance guarantee for an amount of Rs. 3.00 lakhs in form of Bank Guarantee. For person belongs to SC/ST the bank Guarantee is Rs.50000/-(Fifty Thousand only)

Bruhat Bangalore Mahanagara Palike would evaluate only those proposals that are received in the required format and are complete in all respects. Each proposal would have a Technical offer and a Financial offer separately. The technical and financial offer would contain the following:

TECHNICAL OFFER

1. Covering letter in the format given
2. Details of the bidder in the format given
3. Power of Attorney in the format given

4. Proof of eligibility as set out above including registration under the Contract Labour (Regulation and Abolition Act, 1970).
5. EMD of Rupees 25000/- (Twenty five thousand only) for general and Rs.5000/- for SC/ST.
6. Implementation plan for each package being bid.

FINANCIAL OFFER

The Financial Offer of the Bidder shall be an amount in Rupees proposed to be paid by the Bidder per annum as Franchisee fee for being permitted to carry out the activities set out in the scope of work and shall be required to be submitted in the required format for each of the bids separately.

EVALUATION

1. As part of the evaluation the proposals will be checked for responsiveness with the requirements of the Scope of work and only those proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in the invitation of tender document. The bidder shall have the necessary experience, resources and financial capability criteria to qualify.
2. The proposal would be considered to be responsive if it meets the following conditions.
 - i. The bidder shall set out the proof of qualification as set out in the tender clause.
 - ii. The proposal when is received within due date and time.
 - iii. It is signed, sealed and marked as set out in the document
 - iv. It contains all information and documents as requested in the document
 - v. It contains information in the format specified in the document.
 - vi. It mentions the validity period as set out in the document
 - vii. It provides information in reasonable detail which means that but for minor deviations the information can be reviewed and evaluated by the Bruhat Bangalore Mahanagara Palike without communication with the bidder. Bruhat Bangalore Mahanagara Palike reserves the right to determine whether the information has been provided in reasonable detail
 - viii. That there are no inconsistencies between the proposal and the documents
2. The responsive proposals shall be evaluated as per the criteria set out in scope of work.
3. The implementation plan of the responsive and qualified bidder shall be checked for adequacy of design and operations. Bruhat Bangalore Mahanagara Palike may seek clarification from the bidder regarding the implementation plan. Bruhat Bangalore Mahanagara Palike shall open the Financial Bid of only those bidders whose implementation plan is found to be adequate and they have qualified in the Technical evaluation.
4. Bidders shall submit the Financial Offers in the format enclosed. The sequence of evaluation of packages shall be at the sole discretion of the Bruhat Bangalore Mahanagara Palike. For any particular package, the financial offer of the bidders, who meet the qualification criteria and whose implementation plan is found adequate would be opened.
5. The bidder making the highest financial offer would be ranked as No: one with the 2nd highest bidder ranked as No: Two and so on. The bidder ranked 1 shall be declared as the Preferred Bidder. Bruhat Bangalore Mahanagara Palike may choose to accept of the offer of the Preferred Bidder or chose to call for negotiations.
6. In case there are two or more bidders quoting the same highest financial offer, Bruhat Bangalore Mahanagara Palike may in such case call all such bidders for negotiations and select the Preferred Bidder on the basis of these negotiations. The selection in such cases shall be the sole discretion of the Bruhat Bangalore Mahanagara Palike
7. The bidder can apply any number of toilet locations, but award will be limited only for three toilet locations other tenders will not be opened.
8. Bruhat Bangalore Mahanagara Palike reserves the right to reject any proposal if
 - a) At any time a material misrepresentation is made or discovered or
 - b) The bidder does not respond promptly and diligently to request for supplemental information required for purposes of evaluation.

FINANCIAL CAPABILITY

The Bidder should meet any one of the financial criteria as set out below:

- a.** The bidder shall submit a solvency certificate from any scheduled bank for an amount of at least five lakhs for person belongs to SC/ST the solvency certificate amount is Rs.50,000/- .
- b.** The Bidder should provide the financial capability based on its own financial statements. Financial capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the financial capability of the Bidder.

TASKS TO BE PERFORMED

A. GENERAL

1. Provide sign boards detailing the user charges at a prominent place in both English and Kannada. Hours of operation and telephone numbers to contact to register complaints should also be displayed
2. Provide directional sign boards to indicate male and female toilets wherever available
3. The successful bidder shall issue tickets with rates printed to avoid any ambiguity in rates
4. He shall provide training to the caretakers in behaviour to the customers and also in daily maintenance of toilets

B. OPERATION AND MAINTENANCE PROCEDURES

1. The successful bidder shall operate and maintain the Toilets in accordance with all the conditions of contract.
2. He shall generate income from charging the users at the rates prescribed by the Bruhat Bangalore Mahanagara Palike.
3. The minimum operating hours shall be from 5.00 am to 10.00 pm on all seven days of the week except in case of Force Majeure
4. He shall maintain the toilet inside and outside in a clean and hygienic manner at all times

GENERAL CONDITIONS OF CONTRACT

1. The Release of performance security: The performance security will be released within two months of satisfactory completion of the contract
2. The contract is not transferable
If the successful bidder assigns or subcontracts his contract or any portion thereof attempts to do so or indulges or attempts to bribe, gift, loan or reward directly or indirectly himself or through his agents to any officer involved with the bid process, the competent authority may rescind the contract and the performance security will be forfeited.
3. Service provider to complete work pending settlement of dispute
Whether a claim is pending in court or with the Commissioner, the service provider shall continue to execute the work with all due diligence
4. Any claims made under Workmen's Compensation Act 1923 and the like is the total responsibility of the Service provider. All payments as per existing laws including labour laws will be the responsibility of the service provider. This includes payment of Minimum wages, and other premia as prescribed by the Government from time to time.
5. The service provider shall provide all safety equipment, first aid equipment etc to all workers at his cost.
6. The Bruhat Bangalore Mahanagara Palike shall have the right to inspect the work of the service provider at any time.
7. The service provider shall maintain the buildings and fittings in such a manner that at the time of completion of the contract he shall return the building in the same condition in which it was handed over to him
8. Bidder need to inspect the toilets before bidding for the respective toilets and assess as per the toilets existing.

PART-IV GENERATION OF INCOME

- a. The successful tenderer shall charge for public at the rate of Re. 1/- for urinals and Rs. 2/- for water closets usage.
- b. The successful tenderer shall issue a ticket for every use of toilet and charges as per the kind of use.

PART-V EVENTS OF DEFAULT AND TERMINATION

1. Events of Default

Event of Default means either Tenderer Event of Default or BBMP Event of Default or both as the context may admit or require.

a. Tenderer Event of Default

Any of the following events shall constitute an event of default by the Tenderer except where performance has been prevented by a Force Majeure Event.

- i. The Tenderer has stopped regular maintenance of toilets.
- ii. The Tenderer has stopped regular repairs and cleaning of blockages in water closets and sanitary lines.
- iii. The Tenderer has stopped payment of water supply and electricity charges.
- iv. The Tenderer has stopped appointment of helpers for cleaning of toilets.
- v. The Tenderer has failed to provide equipment and vehicles for cleaning of toilets.
- vi. The Tenderer has failed in operation and maintenance of the toilets.
- vii. Penalty amounts as payable by the Tenderer is equal to or greater than 10% of the Contract Value for continuous three months or more
- viii. The Tenderer has repudiated or abandoned the Service contract;

2. Penalties

In case of a Tenderer Event of Default or non - performance of its obligations, the Tenderer shall pay to the BBMP penalty amounts as set out in Schedule

3. Termination due to Event of Default

a. Termination for Tenderer Event of Default

Without prejudice to any other right or remedy which the BBMP may have in respect thereof under this Agreement, upon the occurrence of a Tenderer Event of Default, the BBMP may terminate this Agreement by issuing a termination notice setting out the underlying Event of Default and the termination date. which will be normally be taken to be within 24 hrs of the notice, BBMP will be at liberty to start immediate operations and maintenance of toilets .

b. Termination Payments

Upon Termination of this Agreement on account of Tenderer Event of Default, the Tenderer would not be entitled to any compensation from the BBMP and the Performance Security shall be forfeited.

- c. Notwithstanding anything contained in any of the clauses of this agreement, either of the parties any terminate this agreement, without assigning any reasons, by giving in writing a thirty days notice to the other party.

PART-VI DISPUTE RESOLUTION

1. Amicable Resolution

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement, shall in the first instance be attempted to be resolved amicably by meetings between the Parties.

2. Arbitration

Any dispute which is not resolved amicably shall be finally settled by binding arbitration, with the Additional /Joint Commissioner BBMP, serving as the sole

Arbitrator. The place of arbitration shall ordinarily be the West zone Commissioner's office. The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties.

Pending the submission of and/or decision on a dispute, the Parties shall continue to perform their respective obligations under the Agreement without prejudice to a final adjustment in accordance with such arbitration award.

Executive Engineer
Rajajinagar Division
Bruhath Bangalore Mahanagara Palike