

**EXPRESSION OF INTEREST (EOI),
REQUEST FOR PROPOSAL (RFP),
AND AGREEMENT FORMAT
FOR OPERATION AND MAINTENANCE OF
PUBLIC TOILETS AND ALLIED AMENITIES IN
DIFFERENT PLACES WITHIN THE STATE OF
WEST BENGAL UNDER PWD.**

2014 - 2015



**Government of West Bengal
Public Works Department**

EXPRESSION OF INTEREST (EOI)

OFFICE OF THE SUPERINTENDING ENGINEER
PRESIDENCY CIRCLE – I, PUBLIC WORKS DIRECTORATE
BLOCK – C, 1ST FLOOR, NEW SECRETARIAT BUILDING
1 K.S. ROY ROAD, KOLKATA – 700 001

MEMO NO. 987

DATED : 03.04.2014

INVITATION OF EXPRESSION OF INTEREST FOR OPERATION-
MAINTENANCE OF PUBLIC TOILETS & ALLIED AMENITIES

NOTICE INVITING QUOTATION FOR EXPRESSION OF INTEREST (RFP)
No. 01 of 2014-2015 of SE PC- I, PWD dated 03.04.2014

Expression of Interest is invited from reputed NGOs/Trust/Foundation to operate and maintain Public Toilets.

The toilet complex site shall be licensed to the selected agencies for a period of 10 years. However, the title of the land alongwith the structure built thereon for public toilet purpose with all fittings & fixtures will continue to remain with the PWD. The selected bidders shall maintain the toilets for a period of 10 years. User charges shall be collected from the commuters/ users . The charges per commuter per use will be Rs.1.00 for W.C. users, Rs.2.00 for bathing and use of urinal will be free. Rate may be reviewed in every three years by PWD.

Details of the scheme and eligibility etc. and the prescribed application format are given in the RFP document, which will be available at the office of the Superintending Engineer, Presidency Circle – I, PWD from 17.04.2014 to 23.04.2014 The RFP document will also be available on (website <http://www.pwdwb.in>).

The application containing (1) **Technical Proposal**; and (2) **Financial Proposal** in the prescribed formats sealed in **two separate** envelopes, completed in all respects, shall be submitted to the Superintending Engineer, Presidency Circle – I, PWD , clearly super-scribing on the envelope “APPLICATION/ PROPOSAL FOR **OPERATION AND MAINTENANCE OF PUBLIC TOILETS AT DIFFERENT SITES IN WEST BENGAL AS PER ATTACHED LIST (110 Nos.)** “by hand/ post/ courier/ on or before 25/04/2014 up to 2.00 PM. The applicant must enclose a Demand Draft of Rs. **2,00,000** (Non-Refundable) drawn in favour of **Executive Engineer, PWD, West Kolkata Division** payable at Kolkata. Submission of RFP by fax, email or other electronic means will not be accepted. It is the responsibility of interested party alone to ensure that its EOI is delivered at the prescribed address within the stated deadline. The PWD shall not be held responsible for any delay in delivery or loss of document(s) during transit.

REQUEST FOR PROPOSAL (RFP)

REQUEST FOR PROPOSAL

RFP TITLE : OPERATION-MAINTENANCE OF PUBLIC TOILETS & ALLIED AMENITIES

RFP No : NIB No. 01 of 2014-2015 of SE PC- I, PWD

RFP DATE : 03.04.2014

AGREEMENT PERIOD : 10 YEARS (O & M)

DATE OF ISSUE FROM : 17.04.2014

CLOSING DATE : 23.04.2014 up to 4:30 PM

DATE AND TIME OF OPENING OF TECHNICAL BID : 28.04.2014 at 12.00 Noon

Background Information

The rapid growth of city /town has cast an enormous strain on the city's infrastructure. Realizing that government agencies alone cannot cater to the massive infrastructure needs of the city/town, PWD has initiated various measures to create/improve the city/town's sanitation infrastructure.

In this context, proposals are invited from reputed NGOs/Trust/Foundation to operate and maintain Public Toilets.

The RFP includes the following documents:

01. Terms of References (ToR)
02. Agreement Format
03. Technical Proposal
04. Financial Proposal

01. TERMS OF REFERENCE (TOR)

TERMS OF REFERENCE (TOR)

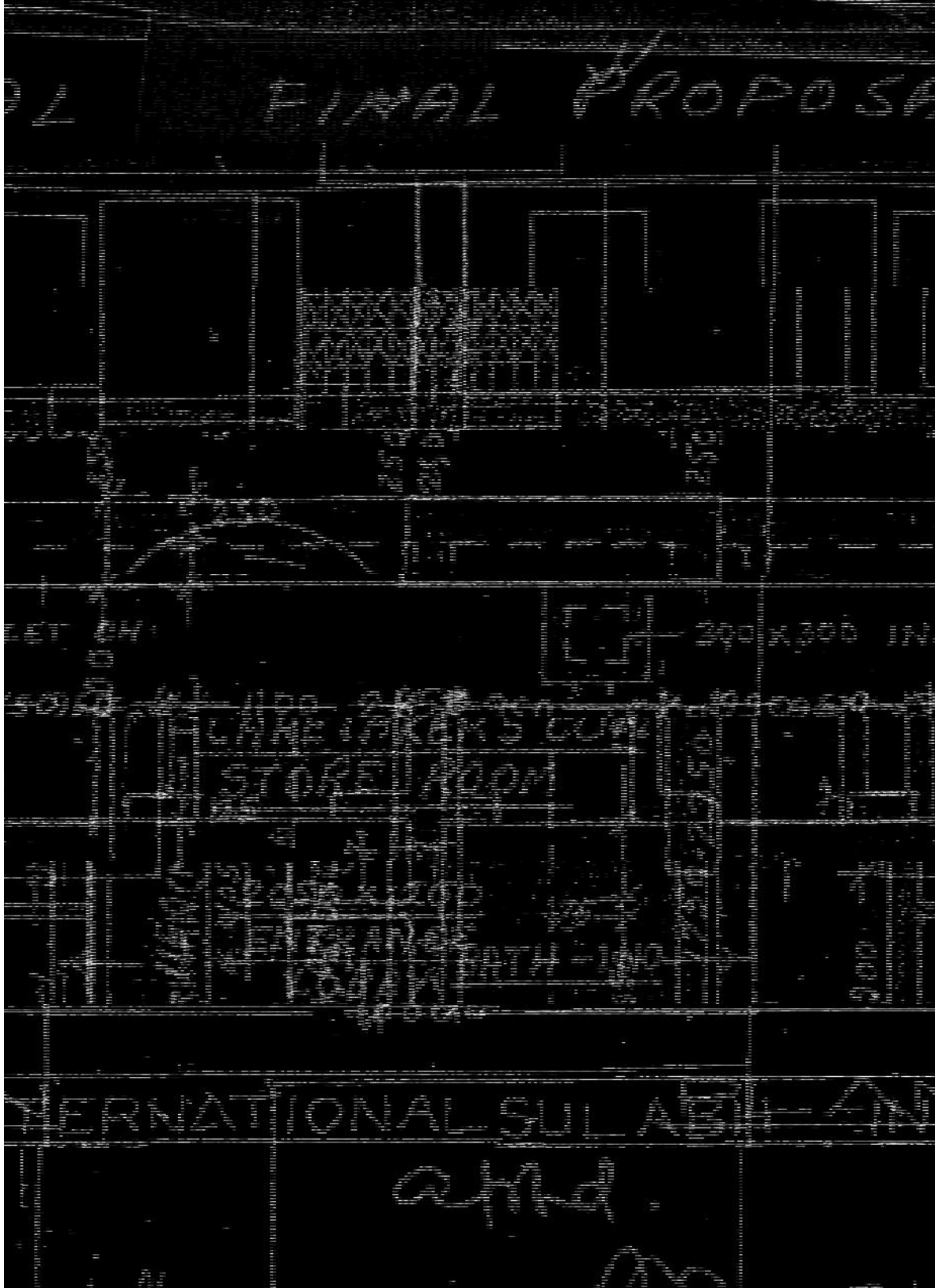
The proposed toilet complex site shall be licensed to the selected agencies/ organizations for a period of 10 years. The title of the land alongwith the structure built thereon for public toilet purpose with all fittings & fixtures will continue to remain with the PWD. The selected bidders shall maintain the toilets for a period of 10 years from the date of handing over of the building. User charges shall be collected from the users. User charges shall be collected from the commuters/users . The charges per commuter per use will be Rs.1.00 for W.C. users, Rs.2.00 for bathing and use of urinal will be free. Rate may be reviewed in every three years by PWD.

I. Location(s) -- OPERATION AND MAINTENANCE OF PUBLIC TOILETS AT DIFFERENT SITES IN WEST BENGAL AS PER ATTACHED LIST (110 Nos.)

The proposed toilet complex (es) should normally include following facilities:

- a. Easily accessible for the physically challenged/ handicapped persons
- b. Separate toilet blocks for men and women with separate entries
- c. Seats for children in the section for women
- d. Waiting / circulating area
- e. A place for the care taker – from where he / she can monitor both entries designated for Gentlemen and Ladies.
- f. Separate bathing cubicles for Gentlemen and Ladies
- g. Separate places for washing clothes for male and female sections
- h. Urinal facilities for men
- i. Facility to store large volumes of water
- j. Waste water disposal system
- k. Store room for keeping the cleaning & scavenging materials / equipments
- l. Room for keeping the luggage of users
- m. Basins for brushing teeth

Drawing and design of the toilet complex:



Conditions:

- a. The agency shall collect the user charges for any facilities (toilets / bathing blocks) as per conditions of contract agreement made with the agency and the concerned authority of PWD.
- b. The PWD shall fix timing of the opening and closing of the Public Toilet.
- c. Required water for washing and cleaning and electricity charges shall be borne by the agency itself.
- d. The agency shall maintain the above toilets for a period of 10 (ten) years and the maintenance charges as per predefined rates will be collected from the users.
- e. The PWD will grant license for a period of 10 years.

Selection Process

The committee constituted from the PWD officers will evaluate the RFPs and select the bidders, who will offer highest annual license fee, subjected to fulfillment of other minimum criteria as per RFP Document.

Eligibility Criteria

- a. The Applicant shall be either a society, trust, foundation or a 'not for profit' company / organisation under the Companies Act or the relevant state Acts (Documentary evidence shall have to be submitted with the 'Technical Proposal').
- b. If the applicant be a society, trust or company, it must be duly registered with the appropriate authority under the appropriate law for at least five years as on 31st March, 2014 (Documentary evidence shall have to be submitted with the 'Technical Proposal').
- c. The applicant must have necessary financial resources to be able to maintain and operate the facility (Documentary evidence in respect of financial resources shall have to be submitted with the 'Technical Proposal').
- d. The applicant must have the capacity to mobilize the required manpower to operate the facility (Documentary evidence shall have to be submitted with the 'Technical Proposal').

Minimum Financial Qualification

Amount spent under various similar nature projects as shown in audited financial statements in last three years shall constitute the only evidence of financial qualification. [Total amount spent at least Rs.1.00 cr. for last three years].

Minimum Technical Qualification

The selected agency/organization should have at least 5 years' experience in maintaining public / community toilets in Municipal Corporations /Municipality/ Notified area. Documentary evidences shall be required to confirm this experience. Preference will be given to applicants who are engaged in same or similar works and have experience in the field.

Documents to be attached with the Application

The RFP shall include the following documents.

- a. Organization details of current activities, background of promoters & management structure.
- b. Details of projects of similar magnitude successfully implemented in the past **five years**.
- d. Annual reports and Audit Statements of the past three (3) financial years.

Minimum Specifications / facilities for Public Toilet

- i. The public Toilets must be accessible to physically challenged, and must have **a ramp with required** slope to assist easy access.
- ii. The agency has **to maintain the** cleanliness around the complex **up** to the extent of 50 mtrs **and also ensure that the premises up to the aforesaid extent**, is litter free and urination free.

Sanitation and Water Supply

In respect of the maintenance of the sanitary & water supply fittings and fixtures, all the necessary sanitary fitting fixtures shall be used of standard specifications and the work shall be got done through approved licensed plumber having a certificate to this effect. The fixtures should be leak proof.

Standards of Maintenance of Public Toilets

a. The agency shall engage at least one person per shift of eight hours for every unit of Public Toilet for cleaning and washing the unit round the clock, including public holidays to carry out the following Sanitation works:

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

- b. The agency or his representative shall personally visit the Public toilets regularly twice a day to keep watch over the performance of the workers employed by him.
- c. The agency shall carry out the work by engaging men and equipments and provide the disinfectants and implements for cleaning and arrange for sufficient water supply at the urinal / toilets for Cleaning.
- d. The agency should arrange for sufficient water supply at the structure for cleaning and washing.
- e. The following implements / disinfectants shall be supplied by the Agency to the staff Engaged by them.
- Cleaning Brooms
 - Sweeping brooms
 - Coir brush
 - Scraping Sheet
 - Bamboo Basket
 - Plastic containers
 - Bamboo Reapers
 - Plastic Buckets
 - Plastic Mug
 - Sponge piece
 - Washing Soap
 - Identity Card
 - Apron inscribed PWD
 - Phenyle
 - Acid
 - Bleaching powder and lime powder
- f. The authorized representative of PWD will supervise the work from time to time and point out any unsatisfactory service rendered by the selected agency and shall be entitled to give suggestions as may be considered necessary and the selected agency shall be bound to carry out the instruction(s) for improvement of the work.
- g. In the event of unsatisfactory service, negligence or slackness is found of the agency in carrying out the work or instruction(s), the PWD shall call for the explanation and terminate the contract, if there is no improvement even after repeated instructions.
- h. The selected agency shall ensure that the labour engaged by him to carry out the work shall not claim any right whatsoever against the PWD by virtue of service rendered under this contract and shall not hamper the work by resorting to demonstration, agitation etc.

- i. The selected agency shall be held responsible for all or any of the act done by the staff /workers and shall be alone responsible for the payment of wages or any loss or damage caused by them during the course of service or work undertaken and shall also be responsible and be liable for payment of any compensation under workmen compensation Act. The PWD will not be liable for any such event whatsoever.
- j. That agency shall not engage child labour and shall agree and permit the workers to avail weekly off.
- k. The agency should make available Suggestion Box and Complaint Register within the premises of the Public Toilets for users.
- l. The agency shall not sublease or assign any part or portion of the work or the whole on the basis of the commission to others. If such conduct or action is found and brought to the notice of the PWD, the PWD is entitled to rescind and cancel the contract altogether.
- m. The PWD has the authority either to suspend or to cancel the contract when it is not desirable to continue the contract at any point of time due to non satisfactory performance.
- n. The PWD also reserves the right to alter, modify, change or remove any of the conditions mentioned in the agreement, with prior notice to the agency.

Penalties for Lapses / Shortfalls

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

Sl. No.	Performance indicator	Penalty per item / all item / per day. (Amount to be decided by the ULB concerned)
1	Sweeping of the entire complex not done and sprinkling of disinfectants not done (once daily)	
2	Cleaning and washing of the entire complex not attended (once daily)	
3	Cleaning and washing of toilets not attended (every hour)	
4	Supervisor absent (per day at each unit)	
5	Phenyl not used (per wash)	
6	Acid not used (weekly)	
7	On genuine complaint from the user(s)	
8	On report from the inspection team/ visiting Officer	

Terms & Conditions

- a. This AGREEMENT shall be governed by and constructed in accordance with the laws of India.
- b. The selected bidders shall maintain the Public toilets for a period of 10 years. User charges shall be collected from the users (toilets/bathing).
- c. The PWD shall fix timing of the opening and closing of the complex.
- d. The agency shall collect the user charges from the users of Public toilets which are to be approved by the PWD. **Any revision in charges shall be determined by the PWD in its sole discretion.**
- e. The agency shall operate and maintain the complexes to the entire satisfaction of PWD and clean regularly toilets, urinals, floors, walls, and ceilings of the interior as well as the exterior of the complexes and ensure continuous serviceability including continuous availability of clean water. He shall ensure that the requisite quantity of cleaning materials such as phenyl, acid, naphthalene balls are used to ensure that the toilets look clean and free from foul smell at all time and that soap, towels, hand driers are available up to the extent required for.
- f. The selected agency/ organization shall maintain the facility as per maintenance schedule agreed between the Department and the agency. The PWD may engage third party evaluators to check the quality of maintenance and in case the maintenance is found to be insufficient the PWD may penalize the agency/ organization.
- g. The agency shall ensure that each toilet structure displays a signboard "built by PWD and maintained by _____, for PWD" along with the logo and well lit Public Convenience prominently on the walls of the structure. The height of this letter shall be at least 15 cms.

- h. The charges towards electricity, water, sewage and other such amenities or any type of Tax to be paid as required by the agency shall be included in the maintenance cost and will not be borne by the PWD.
- i. The agency will have to pay an annual license fees to theas quoted in the bid. PWD shall fix the reserve price. Before issuance of work order, the agency has to deposit the amount of license fee within seven days for the instant year and thereafter within 7th April of each year failing which interest will be charged @ 12% per annum for the total amount due. Agreement will be terminated in case of default of payment for consecutive three (3) months from the schedule date of deposition of annual license fee with interest.
- j. The agency shall not display or allow to display or exhibit any picture / posture /statute or other articles in any part of the premises that are repugnant to the general standards of morality. The agency expressly agrees that the decision of the PWD in this regard shall be conclusive and binding on the agency.
- k. There should be provision of advertisement spaces in each public toilet. The size of the advertisement space should be decided by the concerned authority of PWD in consultation with the selected agency. However, final decision of the PWD in this regard shall be conclusive and binding on the agency.
- l. The agency shall ensure that the premises are not used for playing games etc., which involves stakes / betting, play cards etc., or for any un-lawful activities.
- m. Agency/ organization can use the premises for displaying any bill boards, advertisements, neon / glow signs etc after obtaining permission for the same from the PWD. The advertising policy for generating revenue will be regulated by the PWD concerned.
- n. The agency shall ensure adequate water for general cleanliness of the public Toilets for which PWD shall have no objection to the agency for installing a tube well at each site in addition to the water that may be supplied. Rain water storage can be incorporated as an additional requirement to decrease burden on potable water from public utility or underground.
- o. The title of interest, ownership and rights with regard to public Toilets /fittings provided therein and the land allotted by the PWD shall vest with the PWD except that these will be operated and maintained by the agency as agreed in this agreement.
- p. In case of loss due to theft or damage to the assets created in the public Toilets, the agency shall be responsible for making good the same immediately at its own cost and shall continue to keep the complex operational and available for public use, to all times, as prescribed.
- q. Disputes if any arising during the maintenance / service period between PWD and the agency shall be referred to the Dispute Redressal Committee of the Department.
- r. The PWD shall have the right to cancel / remove / terminate the agreement at any stage in case of breach of any of the stipulated terms and condition by the agency or in case their performance is not found satisfactory. The PWD shall be entitled to terminate the agreement in case of any neglect or lapse on the part of the agency in respect of the regular maintenance of the public Toilets in clean and hygienic conditions and to keep the public convenience in a state of good repairs at the cost of agency. Such cancellation/ removal or termination of agreement shall be preceded by a notice of 15 days, whereby the agency shall be directed to explain its conduct as to such breach /neglect/lapses or unsatisfactory performance.

- s. The site and the work & service assigned to the agency by the PWD shall not be transferred by the agency to any person, trust, society or institution in any manner whatsoever at any time whether during or after the termination of this agreement.
- t. The premises of public Toilets complex shall not be used by the agency for purpose other than that for which it is allowed under the agreement for operation and maintenance.
- u. Provision sloped ramp of should be made within the premises of the public toilet preferably at the entrance of the building.
- w. The agency or its employees or agents shall behave and deal politely with due courtesy with the users of these public Toilets.
- x. The agency will not use or allow any person to use public convenience for residential purpose and not keep any animal / motor vehicle in or around the complex other than one attendant and one security guard per shift of eight hours to ensure continuous serviceability.
- y. The agency shall be allowed to plant flowering and other shrubs around each toilet block subject to the approval by the PWD who is responsible for ensuring right of way to the public.
- z. The agency shall ensure enforcement of existing labour laws, Minimum Wages Act and at no point of time, the PWD shall be drawn into litigations on these counts.
- aa. The agency shall execute the agreement within 7 (seven) days on the receipt of issuance of letter of award.
- bb. The agency shall ensure that services of water supply, sewerage, drainage, electricity, telephone etc., in this vicinity encountered during the period of running /maintenance of the toilet block are not damaged. In case these are required to be shifted, the same shall be done by the permission of the Department.
- cc. On the completion of the contract period, the agency shall hand over the vacant possession of the public Toilets along with fixtures and fittings, inventory, structures in good working condition to the PWD within 24 hours and will not put any resistance failing which the premises shall be vacated by way of eviction and the PWD shall assume the occupation without any notice whereupon the agency will have no claim.
- dd. Any of the conditions mentioned above can be altered, modified, changed or removed by the appropriate authority as per the necessity and with prior notice to the agency and the new conditions shall be binding on the part of the agency.

Disclaimer

The information contained in this Expression of Interest ("RFP") document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the PWD or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP document and such other terms and conditions subject to which such information is provided.

This RFP document is neither an agreement nor an offer by PWD to the prospective Bidders or any other person. This RFP document does not purport to contain all the information that each Bidder may require. RFP document may not be appropriate for all persons, and it is not possible for PWD, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document.

The statements and information contained in this RFP document 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 statements and information contained in this RFP document and obtain independent advice from appropriate sources.

Information provided in this RFP document 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. PWD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

PWD, its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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 document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way with short-listing of Bidder(s) for participation in the Selection Process.

PWD 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 document.

PWD may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information or assessment contained in this RFP document. The issue of this RFP document does not imply that PWD is bound to short-list Bidders for next stage of the Selection Process for the Project and PWD reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, with any demonstrations or presentations which may be required by PWD or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and PWD shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Interpretation

- a. In respect of interpretation of any ambiguity in this RFP or anything contained herein, the decision of the Department shall be final and binding.
- b. In respect of any point not covered herein or partially covered herein, the decision of the Department shall be final and binding.

02. TECHNICAL PROPOSAL (STANDARD FORMAT)

FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL FOR MAINTENANCE AND OPERATION OF PUBLIC TOILETS

Place:

Date:

FROM:

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

TO:

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

Subject: Operation and Maintenance of Public Toilets and Allied Amenities

I/We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal **No. 987 dated 03.04.2014**. We are hereby submitting our application which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope. Our proposal is valid for acceptance and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date. If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the merit of our proposal. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, if any. I/We have examined the information provided in your Request for Proposal (RFP) and offer to undertake the work described in accordance with requirements. This proposal is valid for acceptance for 6 (six) months and I/we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

I/We accept that any contract that may result will comprise the contract documents issued with the RFP and be based upon the documents submitted as part of our proposal and placed by the (*agency/ organization's name*). The Proposal (Technical & Financial) has been arrived at independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other party invited to tender for this contract

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

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

We remain,

Yours sincerely,

(Signature)

Name & Designation of Authorized Signatory

Name of the Agency/ Organization:

Address:

TECHNICAL PROPOSAL

S.N.	ITEM	RESPONSE
1	Name of the Applicant	
2	Type of Agency/ Organization (√)	<input type="checkbox"/> Society <input type="checkbox"/> Trust <input type="checkbox"/> Foundation <input type="checkbox"/> Cooperative Society <input type="checkbox"/> Others
3	Registration Number and Date	
4	Registered Office Address with Fax, Telephone No., e-mail id of Organization	
5	Name & Designation of the Contact Person	
6	Contact Person's Address with Fax, Telephone No., e-mail id of Contact Person	
7	Contact Person's Cell-phone Number(s)	
8	Nature of Current Engagements <i>Please attach Annual Report of last 3 Years</i>	
9	Experience in the field of O & M of public amenities / facilities (Give details) <i>Please attach Work Orders, Work Completion Certificates/ Reports</i>	

10	Financial Capability <i>Please attach Audited Annual Accounts alongwith Audited Reports of last three years</i>	
11	Plan for Operation & Maintenance of the Complex <i>Pease attach a detailed O & M Plan</i>	
12	Any other point	
13	Particulars of Demand Draft (Non-Refundable)	Name of the Bank
		Branch
		Cheque / DD No
		Amount
		In favour of

Certificate:

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

Date:

(Signature)

Place:

(Full Name and Seal)

03. FINANCIAL PROPOSAL (STANDARD FORMAT)

FINANCIAL PROPOSAL

Place:

Date:

FROM:

TO:

Dear Sir

I/We, the undersigned, offer to provide the services for [Operation and Maintenance of Public Toilet at different places in West Bengal as per enclosed list] in accordance with your Request for Proposal vide no **987 dated 03.04.2014** and our Technical Proposal. I/We do hereby agree to carry out the job as per terms and conditions of the 'RPF' document and shall pay a sum of Rs. (Rupees) as license fee per annum. This amount is inclusive of the local taxes, as applicable as per client's origin.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, if any, up to expiration of the validity period of the Proposal.

No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal.

I/We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Agency/ Organization:

Address:

SUMMARY OF FINANCIAL PROPOSAL

Sl. No.	Description		
A	Per year license fees / Toilet Block	In Figure INR	In Words INR

N.B. The consultant has to submit the required supportive documents such as copy of the TIN No., PAN No. and other details along with the bill to the client for making necessary payment.

04. MODEL AGREEMENT

**MODEL AGREEMENT FOR
OPERATION AND MAINTENANCE OF PUBLIC TOILETS IN PWD GOVT. OF
WEST BENGAL**

(TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER)

This agreement is made on the ____th day of _____ 20__ between
Superintending Engineer, Presidency Circle – I, (Hereinafter called as 1st party)

AND

_____(Name of the 2ND PARTY:
NGO/ Foundation/ Trust) having its Address of Correspondence
at _____
_____(Hereinafter called as "the 2nd Party)

AND WHEREAS

(a)The "1st Party" has decided to entrust the operation and maintenance of Public Toilets by the
"2nd Party" under the jurisdiction of _____(Name of the
PWD), more fully described in the schedule annexed separately.

(b) The "2nd Party", having represented to the client that he/she has the required professional
expertise, technical skill and resources, has agreed to undertake the work of operation and
maintenance of Public Toilets situated at different places of West Bengal as per annexed list
under the jurisdiction of _____ (Name of the PWD)
according to the terms and conditions set forth in this Agreement;

NOW THEREFORE, the parties hereby agreed as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this
Agreement:

- Section 1 - General Conditions of the Agreement
- Section 2 - Technical Specification for Maintenance of Public Toilets;
- Section 3 - Standard drawings of Toilet Block with its location.

2. The mutual rights and obligations of the Client (1st Party) and the Service Provider (2nd Party) shall be as set forth in the Contract, in particular:

- (a) The Service Provider shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) The 2nd Party shall make payments as license fee to the 1st party in accordance with the provision of the agreement.
- (c) This AGREEMENT shall be governed by and constructed in accordance with the laws of India.

3. Commencement and Duration of the Services

The Service Provider shall start the Service on ("the Start Date") and shall complete them by ("the End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first written above.

For and on behalf of the [1st Party]

[Authorized Representative]

Witness 1:

Witness 2:

For and on behalf of the [2nd Party]

[Authorized Representative]

Witness 1:

Witness 2:

[Note: If the Service Provider consists of more than one entity, all such entities should appear as signatories]

SECTION - 1
GENERAL CONDITIONS OF THE AGREEMENT

1.1 Terms & Conditions

- i. This AGREEMENT shall be governed by and constructed in accordance with the laws of India.
- ii. The selected bidders shall maintain the Public toilets for a period of 10 years. User charges shall be collected from the users (urinals/ toilets/bathing). 1st party after successful completion of the toilet will hand over the toilet to the concessionaire (2nd party).
- iii. The 2nd party (from the date work order is issued by the 1st party) will collect user charges after 6 days from the date of issuance of work order.
- iv. The toilet blocks shall be licensed for a period of 10 years. The period for each site shall exclude 6 days from the date of issuance of work order to the 2nd Party.
- v. The title of the land alongwith the structure built thereon for public toilet purpose with all fittings & fixtures will continue to vest with the 1st party.
- vi. The 1st party shall fix timing of the opening and closing of the complex.
- vii. The 2nd party shall collect the user charges from the users of Public toilets which are to be approved by the 1st party. Any revision in charges shall be determined by the 1st party in its sole discretion.
- viii. The 2nd party shall operate and maintain the complexes to the entire satisfaction of 1st party and clean regularly toilets, urinals, floors, walls, and ceilings of the interior as well as the exterior of the complexes and ensure continuous serviceability as also continuous availability of clean water. So he shall ensure that requisite quantity of cleaning materials such as phenyl, acid, naphthalene balls; and soaps, towels, hand driers are available to the extent required.
- ix. The 2nd party shall maintain the facility as per a maintenance schedule agreed between the two. The 1st party may engage third party evaluators to check the quality of maintenance and in case the maintenance is found to be deficient the 1st party may penalize the 2nd party.
- x. The 2nd party shall ensure that each toilet structure displays prominently a sign "Built and Maintained by _____ PWD _____ for _____ PWD _____ (1st party)" along with the logo on the walls of the structure and well lit it. The height of the letters shall be at least 15 cm.

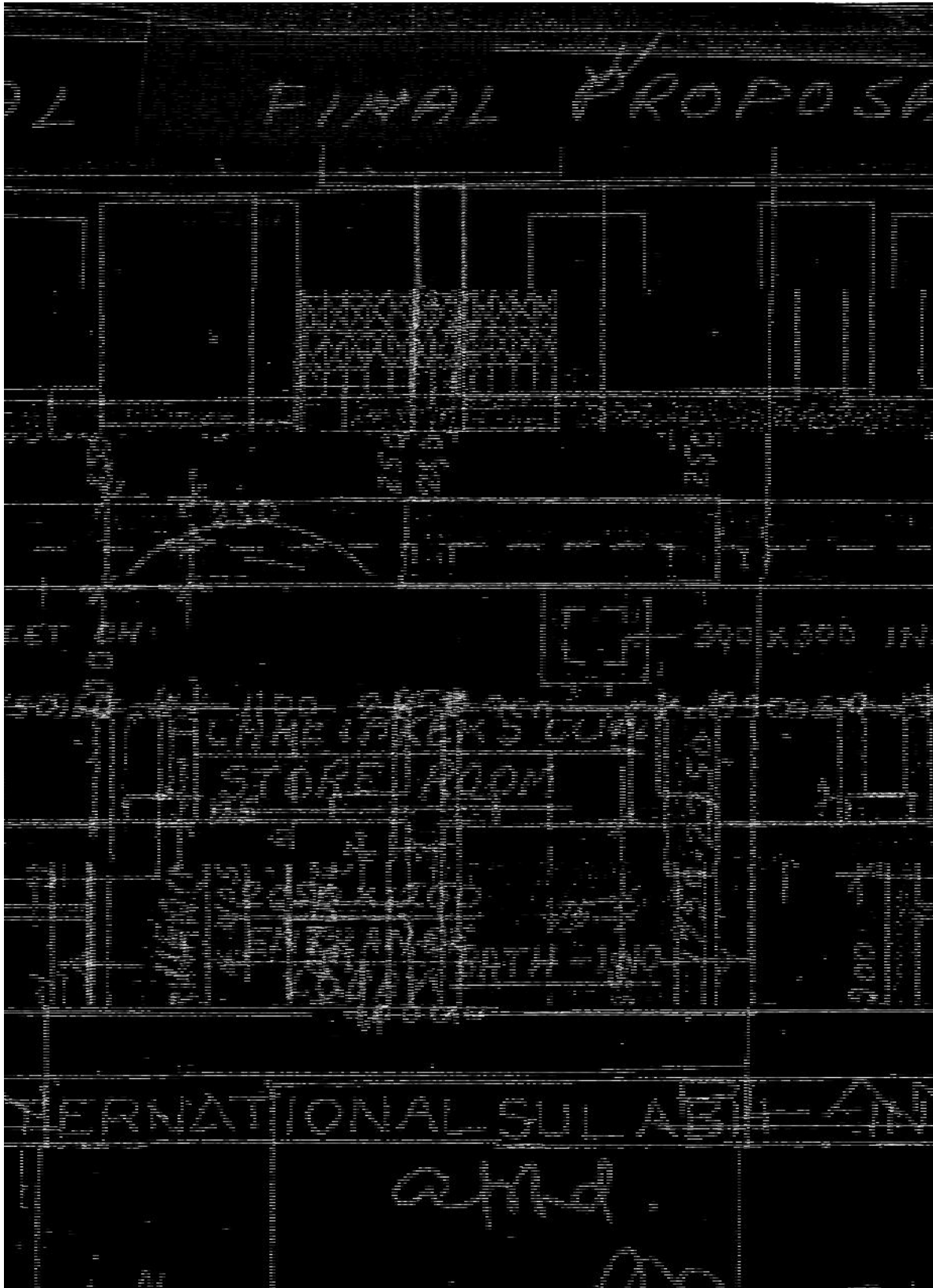
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- xi. The charges towards electricity, water, sewage and other such amenities as required by the 2nd party shall be included in the maintenance cost and will not be borne by the 1st party.
- xii. The 2nd party will have to pay an annual license fees to the Executive Engineer.....
as quoted in the bid. **Reserve price is Rs. 10000/- per toilet block per year.**
- xiii. The 2nd party shall not display or allow to display or exhibit any picture / posture /statute or other articles in any part of the premises that are repugnant to the general standards of morality. The 2nd party expressly agrees that the decision of the 1st party in this regard shall be conclusive and binding on the 2nd party.
- xiv. The 2nd party shall ensure that the premises are not used for playing games etc., which involves stakes / betting, play cards etc., or for any un-lawful activities.
- xv. The 2nd party shall ensure adequate water for general cleanliness of the public Toilets for which 1st party shall have no objection to the 2nd party for installing a tube well at each site in addition to the water that may be supplied. Rain water storage can be incorporated as an additional requirement to decrease burden on potable water from public utility or underground.
- xvi. The possession of the entire structure as constructed along with fittings and fixtures provided in the public convenience will be handed over to the 1st party in good working condition, on the conclusion of the agreement without causing any damage.
- xvii. The title of interest, ownership and rights with regard to public Toilets contracted by the 2nd party for 1st party along with fixtures / fittings provided therein along with its land allotted by the 1st party shall vest with the 1st party except that these will be operated and maintained by the 2nd party as agreed in this agreement.
- xviii. In case of loss due to theft or damage to the assets created in the public Toilets, the 2nd party shall be responsible for making good the same immediately at its own cost and shall continue to keep the complex operational and available for public use, to all times, as prescribed.
- xix. Disputes if any, arising during the maintenance / service period between 1st party and the 2nd party shall be referred to the dispute redressal committee.

- xx. The 1st party shall have the right to cancel / remove / terminate the agreement at any stage, in case of breach of any of the stipulated terms and condition by the 2nd party or in case their performance is not found satisfactory. The 1st party shall be entitled to terminate the agreement in case of any neglect or lapse on the part of the 2nd party in respect of the regular maintenance of the public Toilets for cleanliness and hygienic conditions and to keep the public convenience in a state of good repairs at the cost of 2nd party. Such cancellation/ removal or termination of agreement shall be preceded by a notice of 15 days, whereby the agency shall be directed to explain its conduct as to such breach /neglect/lapses or unsatisfactory performance.
- xxi. The site and the work assigned to the 2nd party by the 1st party shall not be transferred by the 2nd party to any person, trust, society or institution in any manner whatsoever at any time whether during or after the termination of this agreement.
- xxii. The premises of public Toilets complex shall not be used by the 2nd party for purpose other than that for which it is allowed under the agreement for operation and maintenance.
- xxiii. The 2nd party or its employees or agents shall behave and deal politely with due courtesy with the users of these public Toilets.
- xxiv. The 2nd party will not use or allow any person to use public convenience for residential purpose and not keep any animal / motor vehicle in or around the complex other than one attendant and one security guard to ensure continuous serviceability.
- xxv. The 2nd party shall be allowed to plant flowering and other shrubs around each toilet block subject to the approval by the 1st party who is responsible for ensuring right of way to the public.
- xxvi. The 2nd party shall ensure enforcement of existing labour laws. Minimum Wages Act and at no point of time, the 1st party shall be drawn into litigations on these counts.
- xxvii.** The 2nd party shall execute the agreement within 7 (seven) days on the receipt of issuance of the 'letter of award'.
- xxviii. The 2nd party shall ensure that services of water supply, sewerage, drainage, electricity, telephone etc., in this vicinity encountered during the period of operation /maintenance of the toilet block are not damaged. In case these are required to be shifted, the same shall be done by the permission of the respective service Department / Agency.

xxix. On the completion of the contract period, the 2nd party shall hand over the vacant possession of the public Toilets along with fixtures and fittings, inventory, structures in good working condition to the 1st party within 24 hours and will not put any resistance failing which the premises shall be evicted and the 1st party shall assume the occupation without any notice whereupon the 2nd party will have no claim.

xxx. Any of the conditions mentioned above can be altered, modified, changed or removed by the appropriate authority as per the necessity and with prior notice to the agency and the new conditions shall be binding on the part of the 2nd party.

2.1 Approved Plan, Drawing, Design of Toilet Complex



2.2. Operation and Maintenance of Public Toilets:

- i. The agency shall engage one person for every unit of Public Toilet for cleaning and washing the unit round the clock, including public holidays to carry out the following sanitation works:
 - a) Daily washing with water.
 - b) Daily phenyl washing.
 - c) Sweeping up to 50 mtrs around the structure and sprinkling of disinfectant mixture of 200 gms (50 gms bleaching powder and 150 gms lime).
 - d) 0.5 liters of acid per unit.
 - e) Removal of solid waste.
 - f) Custodian duty (protecting the structure against damage and misuse) and to prevent open urination surrounding the unit.
 - g) Removal of handbills and washing of scrubbing inside and outside the structure.

- ii. The agency or his representative shall personally visit the Public toilets regularly twice a day to keep watch over the performance of the workers employed by him.

- iii. The agency shall carry out the work by engaging men and equipment and provide the disinfectants and implements for cleaning and arrange for sufficient water supply at the urinal / toilets for Cleaning.

- iv. The agency should arrange for sufficient water supply at the structure for cleaning and washing.

- v. The following implements / disinfectants shall be supplied by the Agency to the staff Engaged by them.
 - a) Compressor propelled mechanized cleaners
 - b) Cleaning Brooms
 - c) Sweeping brooms
 - d) Coir brush
 - e) Scraping Sheet
 - f) Bamboo Basket
 - g) Plastic containers
 - h) Bamboo Reapers
 - i) Plastic Buckets
 - j) Plastic Mug
 - k) Sponge piece
 - l) Washing Soap
 - m) Adequate quantity of Phenyl, Oxalic acids, Hydrochloric (diluted) Acids and Bleaching and lime powder
 - n) Photo Identity Cards for each staff
 - o) Apron for each staff with 1st party 2nd party's name printed on it

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- vi. The officials authorized by the 1st party will supervise the work from time to time and point out any unsatisfactory service rendered by the 2nd Party and shall be entitled to give suggestions as may be considered necessary and the 2nd Party shall be bound to carry out the work.
 - vii. In the event of incomplete and unsatisfactory service, negligence or slackness is found on the 2nd party of the first party in carrying out the work, the 1st party shall call for the explanation and terminate the contract, if there is no improvement even after repeated instructions.
 - viii. The agency shall ensure that the labour engaged by him to carry out the work shall not claim any right whatsoever against the corporation by virtue of service rendered under this contract and shall not hamper the work by resorting to demonstration, agitation etc.
 - ix. The agency shall be held responsible for all or any of the Act done by the staff /workers and shall be alone responsible for the payment of wages or any loss or damage caused by them during the course of service or work undertaken and shall also be responsible and be liable for payment of any compensation under workmen compensation Act. The PWD will not be liable for any such event whatsoever.
 - x. That agency shall not engage child labour and shall agree and permit the workers to avail weekly off.
 - xi. The agency shall not sublease or assign any part or portion of the work or the whole on the basis of the commission to others. If such conduct or action is found and brought to the notice of the 1st party, the 1st party is entitled to rescind and cancel the contract altogether.
 - xii. The 1st party has the authority either to suspend or to cancel the contract when it is not desirable to continue the contract at any point of time without giving any notice.
 - xiii. The 1st party also reserves the right to alter, modify, change or remove any of the conditions mentioned in the agreement without assigning any reason to the 2nd party.

2.5 Basic Facilities to be provide with the Unit:

The facilities should essentially include:

- i. Separate toilet blocks for men and women with separate entries
- ii. Seats for children in the section for women
- iii. Waiting / circulating area
- iv. A place for the care taker – from where he / she can oversee both entries – men’s and women’s block.
- v. Separate bathing cubicles for men and women
- vi. Separate places for washing clothes in male and female sections
- vii. Urinal facilities for men
- viii. Facility to store large volumes of water
- ix. Waste water disposal system
- x. Rest-room for Care-Taker
- xi. Store room for keeping the cleaning material / equipment
- xii. Other design considerations such as adequate ventilation, swing of the door, provision for waiting area storing large volume of water should be kept in mind during construction stage.

2.6 Penalties for Lapses / Shortfalls

1st party can impose penalty on the 2nd Party (Service Provider) if the desired level of cleanliness is not maintained and for lack of proper upkeep, facilities, etc. The penalty amounts will be levied to the 2nd party if the maintenance is not done satisfactorily on any particular day or on receipt of any specific complaint to the effect that the cleaning is unsatisfactorily and also for not following the conditions laid down as follows:

Sl. No.	Performance indicator	Penalty per item/all items/per day (Amount to be decided by the PWD concerned)
	Sweeping of the entire complex not done and sprinkling of disinfectants not done (once daily)	
	Cleaning and washing of the entire complex not attended (once daily)	
	Cleaning and washing of toilets not attended (every hour)	
	Supervisor absent (per day at each unit)	
	Phenyle not used (per wash)	
	Acid not used (weekly)	
	On genuine complaint from the user(s)	
	On report from the inspection team/ visiting Officer	

2.7 Complaints and Suggestions:

The 2nd Party (Service Provider) shall provide services to the best of the satisfaction of the users. They should also maintain a complaint Register and suggestion Box within the premises of toilet, which shall be made available to the users/passengers. Notice to this effect should be put up at entry points to the toilet complexes.

ANNEXURE

OPERATION AND MAINTENANCE OF PUBLIC TOILETS AT DIFFERENT SITES IN WEST BENGAL		
SL. No	Distirct	Location
1	Kolkata	Seth Sukhlal Karnani Memorial Hospital - 1
2		Seth Sukhlal Karnani Memorial Hospital - 2
3		R.G.Kar Medical College & Hospital
4		I.D & B.G Hospital at Beliaghata
5		N.R.S.Medical College & Hospital-1
6		N.R.S.Medical College & Hospital-2
7		Calcutta Medical College
8	South 24-Pgs	Adjacent to Budge Budge Trunk Rd. in ward no-2
9		Kakdwip adjacent to Bus stand by side of NH-117
10		Baruipur
11	North 24-Pgs	Ashoknagar - 8 no Kalibari More,
12		Kalyangar More adjacent Kalyangar Bazar,-
13		Gaighata police station by the side of Jessore Road (NH-35)
14		Patipukur Railway Bridge on Jessore Rd
15		DumDum Park on Jessore Rd at Lake Town
16		Dum Dum Park on VIP Road at Lake Town
17		Dum Dum Park on VIP Road
18		Karunamayee saltlake
19		Barrackpore-Barasat Rd.under Barrackpur ROB
20		Petrapole by the side of NH-35 at 59.6km
21		38.5 km of NH-35
22		28 km of NH-34
23		R.B.C Road running throgh Naihati Municipality at Ghoshpara road
24		Milannagar Ward No.11 / 12
25		Helabattala More on Barrackpur Rd State Highway.
26		Champadali More on the way to Taki Road.
27		"Sulabh Complex" in the premises of Naihati State General Hospital.
28	Howrah	Rabindra Bhawan beside the market Complex under Uluberia Municipality
29		Between 4th & 5th Km of Andul Road near West Bank Hospital
30		9th Km of Howrah - Amta Road near Baltikuri
31		Between 27th & 28th Km of Howrah - Amta Road at Bargachia Bazar
32		Munsirhat stackyard PWD
33		Between 6th km - Amta Road near at Maju Bazar
34		10th Km of Baidyabati - Tarakeswar - Champadanga Road at Ratanpur More
35	Hooghly	34th Km of Baidyabati - Tarakeswar - Champadanga Road at Tarakeswar
36		20.80 Km of Champadanga - Pursurah - Arambagh Road at Arambagh
37		2nd Km of Chinsurah - Dhaniakhali Road at Chinsurah Station
38	Nadia	Bethuadahari at Patulighat Rd adjacent to Jamuna lodge under Nakasipara Assembly Constituency,
39		Krisnagar -II at 116 km (Mouza-Bahadurpur, J.L.No-50,Plot no 2275,2273. Area 0.05 acres)
40		Debagram at 151 km (Mouza - Debagram, J.L.NO-60
41		Bara Jagulia(Haringhata) at 50.5 km
42		Milannagar on Ghoshpara Road at Kanchrapara
43		Plassey Bazar on Plassey-Betai Road near Railway Crossing 0.75 km

SL. No	Distirct	Location
44	Murshidabad	At Chunakhali - Jalangi Road (SH-11) -10km.
45		Domkal at 27 Kmp of Chunakhali - Jalangi Road (SH-11)
46		Katra Masjid at 14 Kmp of Berhampore Bhagawangola Lalgola Raghunathpur Road (SH-11)
47		Lalgola at 43 Kmp of Berhampore Bhagawangola Lalgola Raghunathpur Road (SH-11)
48		Kuli More 37.5 Km of Berhampore Kandi Sultanpur Road ,Site change 18 km near Gokarna Hospital
49	Burdwan	Bulbulitala (Burdwan - Katwa Road)
50		Nigon (Burdwan - Katwa Road)
51		Shearbazar (Burdwan - Arambag Road)
52		Guskara
53	Bhatar (Burdwan - Katwa Road)	
54	Birbhum	Bolpur By-Pass junction at Bolpur Illambazar Road
55		Basapara at Bolpur Palitpur Road
56		Sriniketan More at Bolpur Purandarpur Road
57		Seorakuri More at Suri Massanjore Road
58	Purulia	Ranibandh (after the level crossing) at Joypur
59		Kotshila market (preferably near the pond)
60		Sarbori More
61		Raghunathpur in front of Sub-Divisional Court
62	Anara Bazar	
63	Paschim Medinipur	Ghatal - Chandrakona Road via Ghatal- State Highway
64		Panchkuri Bazar at Midnapur-Keshpur-Narajole Road (SH-7) at 5th Km
65		Kharagpur Town , 3 km of Kharagpur Bye pass
66	Jhargram Town, Lodhasuri- Dhaiguri Road at 15 km	
67	Purba Medinipur	Junction of S.H No-6 & Mahishadal terapackhy Rd
68		Junction of NH-41 & Mahishadal terapackhy Rd
69		Junction point of Bye pass Foreshore Rd and by the side of passenger shed
70		Contai - Kharagpur Bypass near 2nd Km of Contai - Belda Road
71	Egra at 27th Km of Contai - Belda Road	
72	Bankura	Dhaldanga More (shifted) Beliatare (Bazar & Bus Stand)
73		Taldangra (Bazar & Bus Stand)
74		Kotulpur (Bazar & Bus Stand)
75		Simlipal (Bus Stand)
76	Joypur (Bazar & Bus Stand)	
77	Malda	Ratua at 45.00 Kmp on Malda - Samsi Road (SH-10)
78		Samsi at 57.00 Kmp on Malda - Samsi Road (SH-10)
79		Gazole at 1.00 Kmp on Gazole - Bamongola Road
80	Uttar Dinajpur	SH-10A Gateway to district Head Quarter offices at Karnojora
81		Dhankole hat , previously located at SH-10A
82		Islampur , previously located Raiganj - Daspara Road at Islampur
83		Maharaja Hat, previously located Kishanganj - Dinajpur Road at Biprit Bazar
84	Sohari more near Bird Sanctuary	
85	Dakshin Dinajpur	Balurghat Link Road from SH-10 in front of District Hospital, Raghunathpur
86		Patiram - Kumarganj Road near junction of roads to different directions at Patiram Bazar
87		Gazole - Hilli Road SH-10 in front of Sub-Divisional Hospital at Kaldighi
88		Gazole - Hilli Road SH-10 near junction of SH-10 & SH-10A at Buniadapur -(shifted to parpatiram)
89		Hilli - Balurghat Road near Big Bazar junction of roads at Kamarpara

SL. No	Distirct	Location
90	Jalpaiguri	Maynaguri
91		Phatapukur
92		At District Registration Office complex , Jalpaiguri
93		2nd Km of Alipurduar - Kumargram Road
94		District Court compound (Nawab bari) Jalpaiguri
95		5th Km of Buxa Forest Road
96	Cooch Behar	Near Hospital Chowpathy at Silver Jubilee Roat at Cooch Behar Town
97		Bhawaniganj Bazar (Bara Bazar) at crossing of Silver Jubilee Road and N.H. Road at Coochbehar Town
98		Fulbari - Chikliguri Road near Tufanganj Hospital
99		P.O. More at Mathabhanga
100		Panchanan More at Mathabhanga - Sitalkuchi Road
101		Mekhliganj, P.W.D., Bungalow
102	Darjeeling	Darjeeling More at Siliguri
103		Tiger Hill
104		Burdwan Road near Bust Stand for different directions in Siliguri at Junction of Burdwan Road and Hill Cart Road
105		Hill Cart Road in front of Tenjing Norgy Bus Stand at Siliguri
106		Construction of Road side toilet block at Khaprail more 1st km of Matigara Kuraeong road
107		Construction of Road side toilet block 15 km of Matigara Kuraeong road at Garidhura
108		Kurseong/ Gothel
109		Pankhabari
110		Rohini