



HYDERABAD METRO RAIL LIMITED

DESIGN, BUILT, FINANCE, OPERATE AND TRANSFER (DBFOT)

of

PUBLIC TOILETS

for

HYDERABAD METRO RAIL STATIONS

REQUEST FOR PROPOSAL (RFP)

for

PACKAGE-V: TARNAKA, HABSIGUDA, NGRI & SURVEY OF INDIA METRO RAIL STATIONS: 8 TOILET BLOCKS (TWO BLOCKS AT EACH STATION)

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|---|-------------------------------------|----------------------------------|
| 1 | Last date of receipt of application | 15-12-2017 5.00 pm |
| 2 | Issue of tender schedule | 15-12-2017 to 19-12-2017 5.00 pm |
| 3 | Last date & time submission of bids | 20-12-2017 3.30 pm |
| 4 | Bid opening date | 20-12-2017 4.00 pm |

Re-call Tender Notice No: 12/HMRL/Horticulture & Forest Wing/OSD/UF/2017-18, Date: 30/11/2017.

* Cost of tender Document: Rs. 1,000/-

HYDERABAD METRO RAIL LIMITED

1. Request for Proposal

1.1. Competitive Bidding

Hyderabad Metro Rail Limited invites bids from reputed firms for designing, financing, constructing, commissioning and annual maintenance of 40 (Forty) Public Toilet blocks at various Metro Rail stations of Hyderabad Metro Rail in five packages of 8 toilets each.

1.2. BACKGROUND

Hyderabad Metro Rail Limited is taking up Urban Rejuvenation works at all the Metro Rail stations in the route from Miyapur to Nagole, which is proposed to be opened for commercial service in the last week of November, 2017. In Urban Rejuvenation works apart from pedestrian facilities the commuters of Metro Rail will be provided access to Bus bays, Auto bays, parking yards, etc. As a part of the facilities being provided at street level of every Station it is proposed to provide to public toilets one on each side of the station. These toilets will cater to the needs of commuters of Hyderabad Metro Rail and also to the pedestrians passing by the Metro stations, which shall be provided with picturesque landscaping and aesthetic greenery.

1.3. FEATURES

1. Design parameters and specification of the proposed Public Toilets shall be approved by Hyderabad Metro Rail Limited.
2. Public Toilets shall be constructed at specified locations as directed by the Hyderabad Metro Rail Limited.
3. A typical design of toilet is attached along with this document at Annexure-A. The Bidder can either follow the given design or can come-up with a better design for the approval of HMRL. Invariably the proposed structure shall be prefab.
4. Proposed structure shall be prefab only. Bids with any other alternative proposal of masonry will be outrightly rejected.

1.4. SCOPE OF WORK

- 1) Construction and commissioning of Public Toilets as per the design approved by Hyderabad Metro Rail Limited.
- 2) Construction work of toilets has to be completed within two (2) Months or as directed by HMRL.
- 3) Operation and Maintenance of Public Toilets during the Agreement period.
- 4) Essential services for users to be provided by the bidder.

5. Ensuring that the Public Toilets are neat and clean and free of debris and garbage through regular cleaning, monitoring, maintenance and solid waste collection/disposal.

2. ELIGIBILITY CRITERIA

The bidding firm should be well experienced and operator of such public toilets in India. Eligibility Criteria

- 2.1. 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 be submitted with the 'Technical Proposal'). Individual proprietary Companies will not be considered.
- 2.2. If the Applicant be a society, trust or company and it must be duly registered with the appropriate authority under the appropriate law for at least three years as on 31st March, 2016 (documentary evidence shall be submitted with the 'Technical Proposal').
- 2.3. The Applicant must have necessary financial resources to be able to maintain and operate the facility (documentary evidence in respect of financial resources shall be submitted with the 'Technical Proposal').
- 2.4. The Applicant must have the capacity to mobilize the required manpower to operate the facility (documentary evidence shall be submitted with the 'Technical Proposal'). Minimum Financial Qualification (Amount spent) shall be invariably on DBOT works only. Audited financial statements of last (3) Three Financial years shall be the only evidence of Financial qualification. The total amount spent on DBOT toilets in the last 3 years shall not be less than Rs.50 lakhs.
- 2.5. The applicant shall also enclose list of DBOT toilets constructed and being maintained by them in the last three (3) years (location wise details).
- 2.6. The number of toilets constructed under DBOT in the last three years shall not be less than 15 (Fifteen numbers).
- 2.7. Single bidder shall not be allotted with more than two (2) packages. If a bidder is found to be successful in two (2) packages his / their financial bids will not be opened for the remaining packages.

3. Minimum Technical Qualification

The selected agency/organization should have at least 5 years' experience in maintaining public/community toilets in Municipal Corporations /Municipalities/ Notified areas. Documentary evidence 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.

4. 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 list of DBOT toilets constructed and being maintained in last three years (Location wise).
- c. Annual reports and Audit Statements of the past three (3) financial years.
- d. Evidence of experience in maintaining public / community toilets in urban area for not less than 5 years.

5. 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 cleanliness around the complex up to an extent of 50 mtrs and also ensure that the premises up to the aforesaid extent, is litter free and urination free.

6. 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 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.

7. 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

- Prevention of urination around the unit. Removal of handbills and washing of scrubbing inside and outside the structure.
- b. The agency or it's 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 and proper disposal system at the structure for cleaning and washing. 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 Mugs
 - Sponge pieces
 - Washing Soap
 - Identity Cards
 - Apron inscribed 'HMRL'
 - Phenyl or equivalent disinfectant
 - Acid
 - Bleaching powder and lime powder
- f. The authorized representative of HMRL 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), HMRL

shall call for the explanation and terminate the contract, if there is no improvement even after 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 HMRL 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 acts done by the staff /workers and shall alone be 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. HMRL will not be liable for any such events 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 to others. If such conduct or action is found and brought to the notice of HMRL, HMRL is entitled to rescind and terminate the contract altogether.
- m. HMRL has the authority either to suspend or to terminate the contract when it is not desirable to continue the contract at any point of time due to non satisfactory performance.
- n. HMRL also reserves the right to alter, modify, change or remove any of the conditions mentioned in the agreement, with prior notice to the agency.

8. BID PROCESS

Evaluation of submitted bids for the project shall be done by following a two-tier system. First tier shall involve prequalification of eligible bidders based on the specified evaluation and eligibility criteria. First tier shall also comprise evaluation of technical conditions of the bidders based on their bids containing details of construction, operation and maintenance or import of the public toilets including presentation of the Technical Bid before the MD, HMRL. Second tier would be the evaluation of Financial Bids.

The tender document can be obtained from the office of Officer on Special Duty (Urban Forestry), HMRL on payment of Rs.1,000/- in cash or through Demand Draft in favor of Managing Director, Hyderabad Metro Rail Limited. It can also be downloaded from the HMRL website www.hmrl.telangana.gov.in. The cost of the document (downloaded) has to be deposited in cash and receipt of which has to be enclosed with technical bid,

otherwise bid will not be considered. Financial bids will be opened for those bidders who qualify in the Technical bid.

8.1. The bidder shall submit an earnest Money deposited of 25,000/- (Rupees Twenty Five Thousand only) in the form of DD from schedule bank in favour of "Managing Director, Hyderabad Metro Rail Limited" of the value of the Bid along with the bid in a Separate envelope labelled as "Technical Bid". Earnest money of the unsuccessful bidder(s) shall be refunded after expiry of the validity period of the tenders/allotment of works whichever is earlier.

8.2. **Security Deposit** shall be Rs.1 (one) lakh. It should be paid prior to the agreement. It should be paid in either of the following form

Demand Draft in favour of "Managing Director, Hyderabad Metro Rail Limited" payable at Hyderabad.

The security deposit shall be refunded only after the completion of the Concession Period.

9. SUBMISSIONS OF BIDS

Interested bidders are requested to submit their bids, in a sealed envelope super-scribed as Construction, commissioning & annual maintenance of public toilets, separately containing two envelopes super scribed as Technical Bid and Financial Bid. All the documents submitted should be stamped and signed.

10. INSTRUCTIONS TO BIDDERS

Disclaimer

The information contained in this Request for Proposal (RFP) document provided to interested Bidders on behalf of Hyderabad Metro Rail Limited (HMRL), is being provided to all Bidders on the terms and conditions set out in this RFP document. This RFP document is not an agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide bidders with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for HMRL to consider the investment objectives, financial situation and particular needs of each bidder. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. HMRL and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. HMRL may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

11. PROJECT FRAMEWORK : Implementation Strategy

Hyderabad Metro Rail Limited (HMRL) intends to develop the project on BOOT basis by inviting Private Sector Party to construct, commission and maintain the public toilets during the specified Period. HMRL will enter into a annual maintenance contract with the private party for 15 years (excluding construction period of 2 months) for Construction, commissioning & annual maintenance of the public toilets.

During this period, the private party shall carry out the services as per the technical specifications, performance standards and guidelines given as part of the Contract agreement. The installation & commissioning period for the project will be two (2) months within which the private party will construct & commission all public toilets entrusted to it, as per the requirements, technical specifications and standards.

12. Scope of Work and Maintenance Requirements

1. Public toilets shall be constructed with the following specifications.
2. Construction period is 2 months only from the date of handing over of the location.
3. The bidder shall operate and maintain the toilet units to the satisfaction of Hyderabad Metro Rail Limited and clean regularly the shell-units, and ensure serviceability.
4. The bidder shall ensure that requisite quantity of cleaning materials such as scented Phenyl, acid, naphthalene balls and other cleaning agents are used to ensure that the shell units (toilets) look clean and free from foul smell.
5. The timings of operation of toilets will be as decided mutually and shall be operated in a safe and responsible manner without any inconvenience or danger to the public.
6. The lighting arrangement at the shell unit (toilet) shall be fully functional all units.
7. Damaged parts of shell-units (toilets) are to be replaced within 15 days of such event. For this purpose it is advised that the bidder maintains a minimum inventory of similar parts at his store.
8. The bidder shall not display or exhibit any picture/poster or any other article in any part of the premises that are repugnant to the general standards of morality and shall also be in accordance and compliance with the applicable rules and regulations that govern this sector. The decision of Hyderabad Metro Rail Limited in this regard shall be conclusive and binding on the Bidder.

9. The premises of shell-units (toilets) shall not be used by the bidder for purpose other than for which it is allowed under this agreement for operation and maintenance.
10. If any of the shell-units (toilets) is found in a non-functional state for more than one week then notice would be given to the bidder and penalty would be imposed for the same. Hence bidder should ensure proper functioning.
11. Two toilets to be provided for the following Metro Rail stations one on each side of the station:

Package-I	Miyapur, JNTU, KPHB colony & Kukatpally Metro Rail stations: (8) toilet blocks.
Package-II	Balanagar, Moosapet, Erragadda & ESI Hospital, Metro Rail stations: (8) toilet blocks.
Package-III	SR Nagar, Ameerpet Begumpet & Prakash Nagar, Metro Rail stations: (8) toilet blocks.
Package-IV	Rasoolpura, Paradise, Parade Ground & Mettuguda Metro Rail stations: (8) toilet blocks.
Package-V	Tarnaka, Habsiguda, NGRI & Survey of India Metro Rail stations: (8) toilet blocks.

Bidders can quote for single / multiple package(s).

13. BIDDER'S RESPONSIBILITY BEFORE PROPOSAL SUBMISSION

1. The Bidder shall be responsible for all of the costs associated with the preparation of the Proposal and their participation in the selection process. HMRL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.
2. The Bidder shall ensure that the bid is complete in all respects and conforms to all requirements indicated in the RFP document.
3. 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 bid, and entering into Construction & commissioning contract of the public toilets , and subsequent annual 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. HMRL 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.

4. 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.
5. 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. (permission for disposal of waste and disposal point will be given by Hyderabad Metro Rail Limited.)

It would be deemed that by submitting the Bid, the Bidder has: Made a complete and careful examination of the RFP document obtained all relevant information about the project.

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

14. VALIDITY OF PROPOSAL AND BID SECURITY

Proposal shall remain valid for a period of 90 days from the Proposal Submission Date. HMRL reserves the right to reject any Bid, which does not meet this requirement.

15. AMENDMENT TO RFP DOCUMENT

1. At any time prior to the deadline for submission of Proposal, HMRL 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.
2. Any Addendum thus issued will be sent in writing to all pre qualified bidders.
3. HMRL may, at its discretion, extend the Proposal Submission Due Date.

16. LANGUAGE AND CURRENCY

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 Certified Translation of the document and/or pertinent passages into 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. Currency should be in INDIAN RUPEES.

17. HYDERABAD METRO RAIL LIMITED (HMRL) RIGHT TO ACCEPT AND REJECT PROPOSAL

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

18. PROPOSAL SUBMISSION DUE DATE

Proposal will be received up to 15:00 Hours (IST) on 26.10.2017 at the office of the Officer on Special Duty (Urban Forestry), Hyderabad Metro Rail Limited.

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

- Technical Bid – Envelope A
- Financial Bid – Envelope B

HMRL must receive proposals at the address no later than the time and date stipulated in the Para 15.

19. LATE BIDS

Hyderabad Metro Rail Limited will not, accept any Proposal received after the Proposal Submission Due Date and Time. Late submission will be rejected and returned unopened.

20. OPENING OF BIDS

The bids as received shall be opened in the Office of the Officer on Special Duty (Urban Forestry), Hyderabad Metro Rail Limited at 16:00 Hours (IST) on 26.10.2017, in the presence of bidders who choose to be present. On opening of the main envelope, it will be checked if it contains the following documents:

- Request for Proposal (RFP)
- Technical Bid (Envelope A)
- Financial Proposal (Envelope B)

21. CONFIDENTIALITY

Hyderabad Metro Rail Limited will treat all information submitted as part of the Proposal in confidence and would require all those who have access to such material to treat the same in confidence. HMRL will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

22. EVALUATION OF PROPOSALS

- (i) B.E.C.(Bid Evaluation Criteria) & B.R.C.(Bid Rejection Criteria) FOR TENDER OF PUBLIC TOILETS

1. The interested party should have experience of construction and O&M of such units in India. Otherwise bid will be rejected.
2. The Bidder himself must be an experienced firm in the field of construction and operation & maintenance of public or community toilets.
3. The company should be capable of providing after sales services like training on cleaning and evacuation of the toilet cabins using vehicle mounted suction machine by trained personnel.

(ii) RFP Evaluation

HMRL will evaluate the pre-qualification proposals (RFP) of the various bidders as per the predefined evaluation criteria. Evaluation of the qualification proposals will be on Pass/ Fail basis. Only those bids, whose qualification proposal meets the specified eligibility criteria, will be opened for Financial evaluation. Only those firms, whose pre-qualification proposal meets the aforementioned requirement will be nominated as qualified bidders for the purpose of opening of financial bids and their evaluation. HMRL shall notify to qualified bidders the outcome of pre-qualification evaluation. The Financial offers of those bidders who do not qualify the pre-qualification criteria shall be returned unopened and no claim in this regard shall be entertained

(iii) OPENING OF FINANCIAL BID AND EVALUATION

1. HMRL would intimate the date and venue of the opening of the Financial Proposal to only those bidders who pass through the pre-qualification stage, with a request to be present at the time of the opening.
2. 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.

23. SELECTION AND NOTIFICATION

The successful bidder would be intimated through a written communication.

AWARD OF CONTRACT

1. Upon issuance of the "Notice of Award" the selected bidder shall have to sign an agreement within three (3) days of "Notice of Award".
2. If the Agreement is not signed by the selected bidder within 7 days of issuance of the "Notice of Award", then HMRL reserves the right to withdraw the offer, and proceed ahead in any manner it deems fit.

24. EXTENSION OF VALIDITY OF BID

In exceptional circumstances, prior to expiry of the original Proposal Validity Period, HMRL may request the pre-qualified Bidders in writing to extend the Proposal Validity Period for a specified additional period.

24.1. 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:

S.No	Performance indicator	Penalty per item / all item / per day (Amount to be decided by HMRL)
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	

25. 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 15 years. User charges shall be collected from the users (toilets/bathing).
- c. The HMRL 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 HMRL. Any revision in charges shall be determined by the HMRL in its sole discretion.
- e. The agency shall operate and maintain the complexes to the entire satisfaction of HMRL 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 HMRL may engage third party evaluators to check the quality of maintenance and in case the maintenance is found to be insufficient the HMRL may penalize the agency/ organization.
- g. The agency shall ensure that each toilet structure displays a signboard "built by HMRL and maintained by _____ for HMRL" along with the logo and well it Public Convenience prominently on the walls of the structure. The height of this letter shall be at least 15 cms. HMRL logo and tag lines will be mandatory to be printed on each toilet wall.
- 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 HMRL.
- i. The agency will have to pay an annual license fees to theas quoted in the bid. HMRL 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 HMRL in this regard shall be conclusive and binding on the agency.
- k. The Bidder shall be at liberty to utilize the walls of the structure for the purpose of advertisement, provided that the area on which such advertisements are displayed shall not exceed 75% of the surface area of external walls area. The remaining area, i.e., not less than 25% of surface area of the external walls of the public convenience structures shall be utilized to display social messages, as approved by HMRL.
- 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. HMRL shall not charge any license fee for the land to be provided to the Bidder for the site. However the Bidder shall be liable to pay GHMC the advertisement tax for the advertisement display on the walls of the toilets in accordance with the provisions of HMC Act, 1955.
- n. The agency shall ensure adequate water for general cleanliness of the public Toilets for which HMRL 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 HMRL shall vest with the HMRL 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 HMRL and the agency shall be referred to the Dispute Redressal Committee of the Department.
- r. The HMRL 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 HMRL 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 HMRL 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 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 HMRL 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 HMRL shall be drawn into litigations on these counts.
- aa. The agency shall execute the agreement within 3 (three) 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 HMRL within 24 hours and will not put any resistance failing which the premises shall be vacated by way of eviction and the HMRL 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.

26. Specifications of the:- PUBLIC TOILETS

1. Detailed drawings and design of the toilets shall be submitted to HMRL for approval before start of construction at site.

2. Brief Specifications:

Each block of toilet shall have at least 4 urinals, 2 WCs and 1 washbasin with mirror for Men. 2 WCs and 1 washbasin with mirror and 1 diaper changing platform for Women. A separate provision of WC for physically handicapped is to be made in Men and Women sections.

Each unit shall be built with the following specifications:

- a) Plinth area of unit - Not less than 20 Sqm
- b) Structure - MS structural frame with polished granite stone slabs / stainless steel panels.
- c) Flooring - Plain granite stone with perfect and proper slopes.
- d) Roof - Tensile fabric structure with turbo fan.
- e) Door - Aluminium / PVC door frames with FRP panels.
- f) Washbasin platform - Polished Granite.
- g) Sanitary fittings - As per standard specifications and the make as approved by HMRL.
- h) PVC loft tankers - 4 numbers of 250 ltrs each of ISI standard make
- i) Under Ground sump - 5000 ltrs capacity with Motor

27. FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL FOR DESIGNING, FINANCING, CONSTRUCTING, COMMISSIONING AND ANNUAL MAINTENANCE OF PUBLIC TOILETS FOR HYDERABAD METRO RAIL STATIONS.

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: Designing, financing, constructing, commissioning and annual maintenance of Public Toilets for Hyderabad Metro Rail stations.

I/We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal. 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 3 (three) 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.No.	ITEM	RESPONSE
1.	Name of the Applicant	
2.	Type of Agency/ Organization (√)	Society Trust Foundation Cooperative Society
3.	Registration Number and Date	
4.	Registered Office Address with Fax, Telephone No., email id of Organization	
5.	Name & Designation of the Contact Person	
6.	Contact Person's Address with Fax, Telephone No., email id of Contact Person	
7.	Contact Person's Cell-phone Number(s)	
8.	Nature of Current Engagements Please attach Annual Report of last 3 Years	
9.	List of DBOT toilets constructed and being maintained in the last three years (Location wise)	
10.	Experience in the field of O & M of public amenities / facilities (Give details) Please attach Work Orders, Work Completion Certificates/ Reports.	
11.	Earnest Money deposited of 25,000/- (Rupees Twenty five thousand only) in the form of DD drawn from schedule bank in the favour of "Managing Director, Hyderabad Metro Rail Limited". Earnest money of the unsuccessful bidder(s) shall be refunded after expiry of the validity period of the tenders/allotment of works whichever is earlier	
12.	Financial Capability Please attach Audited Annual Accounts along with Audited Reports of last three years (Total amount spent at least Rs.50 lakhs. for last three years)	
13.	Plan for Operation & Maintenance of the Complex Please attach a detailed O & M Plan	
14.	Any other point Particulars of Demand Draft (Non-Refundable)	Name of the Bank: Branch: Cheque / DD No: Amount Rs. 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)

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 Hyderabad Metro Rail Stations as per enclosed list] in accordance with your Request for Proposal dated -----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 FOR PACKAGE-V: TARNAKA, HABSIGUDA, NGRI & SURVEY OF INDIA METRO RAIL STATIONS: 8 TOILET BLOCKS (TWO BLOCKS AT EACH STATION).

Description of locations of toilets blocks at Metro Rail stations	License fee <u>per annum</u> for (2) toilet blocks of each station	
	In Figure INR	In Words INR
a) TARNAKA – (2) toilet blocks		
b) HABSIGUDA – (2) toilet blocks		
c) NGRI – (2) toilet blocks		
d) SURVEY OF INDIA – (2) toilet blocks		
For (8) toilet blocks -Total		

Total amount of license fee offered per annum for (8) toilet blocks at above four Metro Rail stations is Rs...../- (Rupees).

OSD (UF)

BIDDER