



VOLUME I

DRAFT REQUEST FOR PROPOSAL (PROJECT II)
(57 Toilet Complexes)

RENOVATION, OPERATION AND MAINTENANCE OF PUBLIC TOILETS IN SHIMLA

MUNICIPAL CORPORATION SHIMLA

DISCLAIMER

The information contained in this Request for Proposal ("**RFP**") document or subsequently provided to Bidder(s) whether verbally or in documentary form by or on behalf of Municipal Corporation Shimla ("**MCS**") or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

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

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

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1. Request for Proposal – Volume I
2. Draft Agreement – Volume II
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SCHEDULE OF BIDDING PROCESS

MCS would endeavour to adhere to the following schedule during the Bidding Process:

Sl.No	Event Description	Date
1.	Last date for receiving queries	9 th March, 2015
2.	Pre-Bid Meeting	12 th March, 2015 at 11.30 PM
3.	MCS's response to queries latest by	18 th March, 2015
4.	Proposal Due date	23 rd March, 2015 at 3.00 PM
5.	Opening of General Submission	23 rd March, 2015 at 3.30 PM
6.	Opening of Technical Proposal	To be intimated to the Bidders through e-mail/website
7.	Opening of Financial Proposal	To be intimated to the Bidders through e-mail/website
8.	Proposal Validity Period	180 days from Proposal Due Date
9.	Letter of Award	Within 15 days from the opening of the Financial Proposal
10	Signing of the Agreement	Within 15 days of issuance of LoA

INSTRUCTIONS TO BIDDERS

1. Municipal Corporation Shimla (hereinafter referred to as “**MCS**”) is intended to provide basic civic amenities within Shimla municipal area. The services to be provided by MCS amongst others include construction and maintenance of public sanitation facilities. To improve the present status of the public toilets in Shimla and to achieve open defecation free city, MCS intends to adopt a single stage bidding process for selection of the Bidder for renovation, operation and maintenance of 57 (Fifty seven) Public Toilets on Renovate, Operate, Maintain and Transfer (**ROMT**) basis at designated locations in Shimla (more fully described in **Schedule X** of the draft Agreement) (“**the Project**”).
2. The Successful Bidder (the “**Operator**”) will be responsible for carrying out renovation of all the toilets, operate and maintain them under and in accordance with the provisions of the agreement (the “**Agreement**”) to be entered between MCS and the Operator in the form provided as **Volume II** pursuant hereto. The scope of work to be undertaken under this project is provided in detail as Annexure I of this RFP document.
3. In order to identify the Operator, the Commissioner, MCS invites Proposals from interested parties which may be a Company incorporated under Companies Act 1956/20131, registered partnership firm² or registered proprietorship firms³ or registered society or registered trust. The Proposals would be evaluated on the basis of the criteria set out in this RFP Document.
4. The Project Information Memorandum (PIM) comprising details of the toilets to be covered under the Project and the existing facilities therein is provided as Volume III. PIM is provided as a preliminary reference document only. Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Proposals. Nothing contained in the PIM shall be binding on MCS nor confer any right on the Bidders, and MCS shall have no liability whatsoever in relation to or arising out of any or all contents of the PIM.

¹ A company should furnish certificate of incorporation, memorandum of association and article of association as proof of identity.

² A registered partnership firm should furnish income tax returns for the last two financial years or registration certificate under the registrar of firms or the partnership deed executed between the partners as proof of identity.

³ A Sole Proprietorship firm should furnish either the Sales/VAT/Service tax or IT returns for the last two financial years as proof of identity.

5. In response to this RFP, each Bidder shall, submit a maximum of 1 (one) Proposal. The Bidder will bear all of the costs associated with the preparation of its Proposal and its participation in the bidding process.
6. At any time prior to the Proposal Due Date, MCS for any reason, whatsoever, modify the RFP document by the issuance of Addenda.
7. The Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date ("**Proposal Validity Period**"). MCS reserves the right to reject any Proposal, which does not meet this requirement. The validity of Proposals may be extended by mutual consent of the respective Bidders and MCS.
8. The Operator will be entitled to levy, charge and appropriate pre-determined user fee from users of the Project and will also have a right to generate and retain revenues by allowing advertisements and other revenue generating activities as per terms and conditions set out in the Agreement.
9. Proposals are invited for the Project on the basis of the highest royalty in the form of quarterly payment to be offered by the Bidder to MCS for award of the Project (the "**Royalty**"). A Bidder may, instead of Royalty may seek lowest financial grant (the "**O&M Fee**") required by a Bidder to implement the Project. The amount quoted as O&M Fee / Royalty shall constitute the sole criteria for financial evaluation of Proposals. The Project will be awarded to the Bidder quoting the highest Royalty, and in the event that no Bidder offers a Royalty, then to the Bidder seeking the lowest O&M Fee.
10. **Qualification Criteria**
 - a) The Bidder to qualify shall fulfil any one of the following eligible experience ("**Eligible Experience**")
 - i. The Bidder shall have in the last 2 (two) years preceding the Proposal Due Date;
 - 1 maintained an aggregate of at least **200 (two hundred)** toilet seats for a period of at least 1 (one) year. This could be under a single project/contract comprising of **200 (two hundred)** toilet seats or number of projects aggregating to **200 (two hundred)** toilet seats under different project(s);

or

- 2 deployed manpower of atleast **100 (one hundred)** persons for a period of 1 (one) year for housekeeping.

Or

- 3 maintained at least **60 (Sixty)** toilet complexes for a period of at least 1 (one) year. This could be under a single project comprising of **60 (sixty)** toilet complexes or number of projects aggregating to **60 (sixty)** toilet complexes under different project(s);

- ii. A Bidder shall demonstrate liquid assets and/or availability of credit facilities of no less than Rs.50,00,000/- (Rupees fifty lakhs). As proof of this the Bidder may provide credit lines/ letter of credit/ certificates from banks in the format provided in Appendix D. Where the banker's certificate is submitted, it shall not be earlier than 15 (fifteen) days preceding the Proposal Due Date.

- b) The Bidder shall furnish necessary information relating to Eligible Experience as per the format at **Appendix D**.

c) **Construction/Renovation Experience**

The Bidder, in the last 3(three) years preceding the Proposal Due Date shall have constructed/renovated 50 toilet complex having aggregate cost of at least Rs. **1,00,00,000 (one crore)** and shall furnish the required information in this regard as per the format provided in **Appendix E**.

Provided where the Bidder does not have the construction/renovation experience as set out in this sub-clause (c), shall be required to provide an undertaking as per the format provided at **Appendix E**.

11. **Technical Proposal**

The Bidder shall submit a Technical Proposal as specified in **Appendix F**. Technical Proposal shall be evaluation for a total score of 100 marks based on the parameter specified in **Appendix F**. The Bidders who score atleast 60 marks and above, would be considered for opening of their Financial Proposal.

12. Each Bidder shall submit a Power of Attorney in the format provided at **Appendix C**, authorising the signatory of the Proposal to commit the Bidder.
13. **Earnest Money Deposit (EMD)**
- 13.1 The Bidder shall submit EMD of **Rs. 50,000/- (Rupees Fifty Thousand only)** in the form of a crossed demand draft / banker's cheque drawn on any scheduled bank, in favour of the Commissioner, Municipal Corporation Shimla payable at Shimla. MCS shall not be liable to pay any interest on the EMD so made and the same shall be interest free.
- 13.2 EMD of every unsuccessful Bidder will be returned within a reasonable period from the date of announcement of the Successful Bidder and, in any case not later than 8 weeks from the selection of Successful Bidder. The EMD submitted by the Successful Bidder would be released upon furnishing of the Performance Security. The Performance Security shall be for due and punctual performance of the obligations relating to the Project as set out in the draft Agreement and shall be submitted by way of an irrevocable Bank Guarantee, issued by a scheduled bank located in India in favour of The Commissioner, Municipal Corporation Shimla.
- 13.3 EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to MCS under this RFP or under the Agreement, or otherwise, under the following conditions:
- a. If a Bidder submits a non-responsive Bid;
 - b. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - c. If a Bidder withdraws its Proposal during Proposal Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and MCS;
 - d. In the case of Successful Bidder, fails to-
 - (i) sign and return the duplicate copy of LOA;
 - (ii) sign the Agreement; or
 - (iii) furnish the Performance Security simultaneously with signing of the Agreement.
 - (iv) Give correct information as required under the RFP
 - (v) Or Conceal material facts/information required necessary for entering into an agreement
14. **Format and Signing of Proposal**
- 14.1 The Bidder would provide all the information as per this RFP. MCS would evaluate only those Proposals that are received in the required format and are complete in all

respects. Incomplete and /or conditional Proposal shall be liable to rejection. Each Proposal shall have a General Submission, Technical Proposal and Financial Proposal which shall comprise the following:

A. General Submission

- a. Covering letter in the format set out in **Appendix A**
- b. Details of the Bidder in the format set out in **Appendix B**;
- c. Power of Attorney in the format set out in **Appendix C**
- d. Proof of Qualification in the format set out in **Appendix D & Appendix E**.
- e. Demand draft / banker's cheque for an amount of Rs. 50,000/- towards the EMD.
- f. A demand draft for an amount of Rs. 2,000/- drawn on any scheduled bank, in favour of the Commissioner, Municipal Corporation Shimla payable at Shimla towards the cost of RFP document;
- g. Copy of certificate of incorporation, memorandum of association and article of association in case where a Bidder is a Company/ income tax returns for the last two financial years or registration certificate under the registrar of firms or the partnership deed executed between the partners in case where a Bidder is a partnership firm/ Sales,VAT,Service tax or IT returns for the last two financial years in case of sole proprietorship/registration certificate in case of society or trust;
- h. Copy of the RFP and the draft agreement signed by the authorised signatory of the Bidder.

B Technical Proposal

The Bidders shall be required to submit their Technical Proposal comprising details as set out in **Appendix F**.

C Financial Proposal

The Bidders shall be required to submit their Financial Proposal quoting the O&M Fee required from MCS or the Royalty offered to MCS in the format as set out in **Appendix G**, along with the break up cost in the manner set out in Annex I to **Appendix G**. Royalty or O&M Fee, as the case may be, quoted by the Bidder in its Financial Proposal shall be specified in Indian Rupees.

15. Sealing and Marking of Proposal

- 15.1 The Bidder shall submit the General Submission, Technical Proposal and the Financial Proposal referred to in Clause 14.1 A, B and C above, separately in three

- (3) envelopes, duly marking the envelopes as “**GENERAL SUBMISSION**”, “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**” as indicated below. The Financial Proposal put in a separate sealed cover and shall be marked with a warning “DO NOT OPEN WITH THE GENERAL SUBMISSION and TECHNICAL PROPOSAL”. All the three envelopes shall then be sealed in a single outer envelope.
- 15.2 The Bidder shall prepare 1 (one) original and 1 (one) duplicate hard copy of the Proposal, clearly marked “**ORIGINAL**” and “**DUPLICATE**” respectively.
- 15.3 The Bidder shall seal the original and duplicate of the Proposal in separate envelopes, duly marking the envelopes as “ORIGINAL” and “DUPLICATE”. The envelopes shall then be sealed in a single outer envelope.
- 15.4 In the event of any discrepancy between the ORIGINAL and the DUPLICATE, the ORIGINAL shall prevail.
- 15.5 The Proposal, both ORIGINAL and DUPLICATE shall be typed or written in indelible ink and each page shall be signed by an authorized signatory of the Bidder. All alterations, omissions or additions made to the Proposal shall also be signed by the authorized signatory of the Bidder.
- 15.6 Each of the envelopes, both outer and inner, must be super scribed with the following information:
- Name and Address of the Bidder
 - Contact person and phone numbers and E-mail ID
 - Proposal for Renovation, Operation and Maintenance of public toilets in Shimla (Project II).
 - TO BE OPENED IN THE PRESENCE OF THE AUTHORISED REPRESENTATIVE OF THE MCS ONLY
- 15.7 If the envelope is not sealed and marked as instructed above, MCS assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of MCS, will be rejected.
- 15.8 Proposal submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
16. **Proposal Due Date**
- 16.1 Proposals should be submitted to MCS to the address specified in Clause 18.4 below before 3.00 PM on Proposal Due Date as per Schedule of Bidding Process in the

manner and form as detailed in this RFP. Proposals submitted by either facsimile transmission or telex will not be accepted.

16.2 MCS may, in exceptional circumstances, and at its sole discretion, extend the Proposal Due Date by issuing an Addendum. The Addendum would also be uploaded on <http://www.shimlamc.gov.in/>.

17. **Modifications/ Substitution/ Withdrawal of Proposals**

17.1 The Bidder may modify, substitute or withdraw its Proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by MCS prior to the Proposal Due Date. No Proposal shall be modified, substituted or withdrawn by the Bidder on or after the Proposal Due Date.

17.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 15, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

17.3 Any alteration/ modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Commissioner, MCS, shall be disregarded.

18. **Pre-bid Meeting**

18.1 To clarify and discuss issues with respect to the Project, MCS may hold a Pre-bid meeting on date, time and venue duly notified to the Bidders by the Commissioner, MCS

18.2 Prior to the Pre-bid meeting, the Bidders may submit a list of queries and propose deviations, if any, to the RFP and / or the draft Agreement. Bidders must formulate their queries and forward the same to MCS as per Schedule of Bidding Process prior to the pre-bid meeting. MCS may, at its own initiative or based on inputs provided by Bidders, amend the RFP or issue any clarifications. However, MCS reserves the right not to respond to any queries or provide any clarification, in its sole discretion. All such addendum, clarifications and interpretations issued by MCS shall be deemed to be part of RFP or the draft Agreement, as the case may be.

18.3 Attendance of the Bidders at the Pre-bid meeting is not mandatory.

18.4 All correspondence / enquiries relating to the Project should be submitted in writing by registered post or through courier to:

The Commissioner

Municipal Corporation Shimla,
Old District Court Complex at DC Office,
Mall Road
Shimla 171001

19. Language

19.1 The Proposal and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. 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.

20. Opening of Proposals and Clarifications

20.1 MCS shall open the General Submissions at 4:00 PM IST on Proposal Due Date, at the chambers of Assistance Commissioner, MCS and in the presence of the Bidders who may choose to attend.

20.2 MCS reserves the right to reject any Proposal not submitted on time and which does not contain the information/documents as set out in this RFP document.

20.3 To facilitate evaluation of Proposals prior to the opening of the Financial Proposal, MCS may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

20.4 It would be deemed that by submitting the Proposal the Bidder has:

- a. made a complete and careful examination of this RFP document;
- b. received all relevant information requested from MCS;
- c. made a complete and careful examination of the various aspects of the Project including but not limited to:
 - i. Obligation of the Operator; and
 - ii. All other matters that might affect the Bidder's performance under the terms of this RFP document.

20.5 MCS reserves the right to reject any Proposal, if:

- a. at any time, a material misrepresentation is made or discovered; or
 - b. the Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.
- 20.6 Information relating to the examination, clarification, evaluation, and recommendation of the Proposal shall not be disclosed to any person not officially concerned with the process. MCS 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. MCS will not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.
- 21. Evaluation**
- 21.1 As part of the evaluation, the Proposals shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document by the committee constituted for the selection purpose by the Commissioner.
- 21.2 The Proposal would be considered to be responsive if it meets the following conditions:
- a. it is received by the Proposal Due Date including any extension thereof;
 - b. is accompanied by the EMD as stipulated in Clause 13;
 - c. it is signed, sealed and marked as stipulated in Clause 15;
 - d. it contains all the information and documents as requested in the RFP;
 - e. it contains information in formats specified in this RFP;
 - f. it mentions the Proposal Validity Period as set out in Clause 7;
 - g. it provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by MCS without communication with the Bidder). MCS reserves the right to determine whether the information has been provided in reasonable detail; and
 - h. there are no inconsistencies between the Proposal and the supporting documents.
- 21.3 The Commissioner reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by MCS in respect of such Proposals.
- 21.4 The Technical Proposal of the Bidder whose Proposal is adjudged as responsive and who meets the qualification criteria as set out in Clause 10 would be opened with prior

intimation to the Bidders and the same shall be evaluated based on the criteria set out in **Appendix F**.

- 21.5 Bidders who achieve a minimum score of 60 marks out of a total of 100 would be considered for further evaluation. A Technical Evaluation Committee may be constituted by the Commissioner, MCS for the purpose of evaluation of the Technical Proposals. After evaluation, the Technical Evaluation Committee would assign marks against the parameter set out in **Appendix F**.
- 21.6 After evaluation of the Technical Proposal, the Financial Proposal of only those Bidders who score minimum 60 marks would be opened. After evaluation of all the Financial Proposals, the Bidder who offers highest Royalty to MCS, and in the event that no Bidder offers a Royalty, then the Bidder quoting the lowest O&M Fee to be paid by MCS shall be declared as the selected Bidder (the “**Successful Bidder**”).
- 21.7 In case there are two or more Bidders quoting the same amount of Royalty or O&M Fee, as the case may be (the “**Tie Bidders**”), the Commissioner, MCS shall identify the Successful Bidder who has achieved higher marks in the Technical Proposal. In case, the scores in Technical Proposal are also equal, the Commissioner, MCS shall identify the Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
22. After identification of the Successful Bidder, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by MCS to the Successful Bidder. The Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, MCS may, unless it consents to extension of time for submission thereof, appropriate EMD of such Bidder as Damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next best Bidder may be considered.
23. After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder to enter into the Agreement with MCS within the period stipulated in the Schedule of Bidding process or within such further time as MCS may agree to in its sole discretion.
24. The Successful Bidder shall also furnish Performance Security amounting to Rs. **4,20,000 (Rupees Four Lakhs Twenty Thousand only)**, by way of an irrevocable Bank Guarantee, issued by a scheduled bank located in India in favour of the Commissioner, MCS, as required under the Agreement to be entered into between the successful bidder and MCS.

25. Failure of the Successful Bidder to comply with the requirements of Clause 22, 23 or Clause 24 shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the EMD. In such an event, MCS reserves the right to
- a. either invite the next best Bidder for negotiations by rejecting the present bidder/offer.
 - or
 - b. take any such measures as may be deemed fit in the sole discretion of the Commissioner, MCS, including annulment of the bidding process.
26. Notwithstanding anything contained in this RFP, the Commissioner, MCS reserves the right to take any action as considered appropriate by it including termination of Agreement, if necessary. The Commissioner, MCS also reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.
27. **RENOVATION EXPENSES**
- MCS agrees to provide to the Operator renovation costs as set out in the draft Agreement during the Renovation Period subject to satisfaction of all the conditions precedent of the RFP or the agreement to be entered into between the successful bidder and the MCS

APPENDIX A

**FORMAT FOR COVERING LETTER
(On the letterhead of the Bidder)**

The Commissioner
Municipal Corporation Shimla

Dear Sir:

Sub: Renovation, Operation and Maintenance Public Toilets in Shimla (Project II)

Being duly authorized to represent and act on behalf of.....
(hereinafter referred to as “**the Bidder**”), and having reviewed and fully understood all of the information provided in the Request for Proposal (**RFP**) document provided to us by MCS in respect of the captioned Project, the undersigned hereby submits the Proposal in response to the RFP.

For your evaluation, I am enclosing our Proposal in one (1) original and one (1) duplicate, with the details as per the requirements of the RFP.

I confirm that our Proposal is valid for a period of 180 days from _____ (Proposal Due Date).

I also hereby agree and undertake as under:

- a. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that my / our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.
- b. I undertake that, in competing for (and, if the award is made to us, in executing) the above agreement, I / we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
- c. I hereby certify and confirm that in the preparation and submission of our Proposal, I / we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.
- d. I further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

- e. I acknowledge that MCS will be relying on the information provided in the Proposal and the documents accompanying such Proposal of the Bidder for the aforesaid project and we certify that all information provided in the Proposal is true and correct.
- f. I shall make available to MCS any additional information it may find necessary or require to supplement or authenticate the Proposal.
- g. I acknowledge the right of MCS to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- h. I, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by MCS in connection with the selection of Bidder, or in connection with the selection process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- i. I agree and undertake to abide by all the terms and conditions of the RFP document and Agreement.
- j. I offer an EMD of Rs. 50,000/- (Rupees Fifty Thousand only) to MCS in the form of a Demand Draft/ Banker's cheque (strike out whichever is not applicable) is attached.
- k. The Financial Proposal is submitted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

Name and Signature of the Authorised Person

.....

Name and Seal of Bidder

Date

APPENDIX B

**DETAILS OF BIDDER
(On the letter head of the Bidder)**

1.
 - (a) Name of Bidder
 - (b) Address of the office(s)
 - (c) Date of incorporation and/or commencement of business

2. Brief description of the Bidder's main lines of business along with the latest audited annual report.

3. Details of individual(s) who will serve as the point of contact/ communication for MCS with the Bidder:

Name	:
Designation	:
Company/Firm	:
Address	:
Telephone number	:
E-mail address	:
Fax number	:
Mobile number	:

4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder

Name	:
Designation	:
Company/Firm	:
Address	:
Telephone number	:
E-mail address	:
Fax number	:
Mobile number	:

APPENDIX C

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Stamp paper of relevant value)

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms.....(name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our for taking up on the Project of Renovation, Operation and Maintenance of Public Toilets in Shimla (Project II) including signing and submission of all documents and providing information/responses to MCS in all matters in connection with our Proposal.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ Day of _____ 2015

For _____

(Name and designation of the person(s) signing on behalf of the Bidder)

Accepted

_____ Signature)

(Name, Title and Address of the Attorney)

Date :

Note:

- i. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- ii. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- iii. In case the Proposal is signed by an authorised Director, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.

APPENDIX D

ELIGIBLE EXPERIENCE OF THE BIDDER
(On the letterhead of the Bidder)

I. For demonstrating Eligible Experience set out in Clause 10(a)(i)(1)

Name of the Project	
Name of the Client	
Description and details of Project (including coverage of the project, manpower deployment, schedule of completion as per the Agreement)	
Details of the Operator (Single entity/Joint Venture)	
Number of toilet seats maintained	
Commencement date of contract/project	
End of Contract/project	

The Bidder shall furnish following document as proof demonstrate Eligible Experience set out in Clause 10(a)(i)(1)⁴;

1. The Agreement between the Bidder and party on whose behalf the housekeeping activities were carried out or Completion Certificate in case of projects where the maintenance contracts are expired; and
2. Certificate from Statutory Auditor/client in the format set out below

Format for demonstrating Eligible Experience 10(a)(i)(1)

<p>This is to certify that _____ (Name of the Bidder) has undertaken _____ (Title & Nature of the Project) for _____ (Name of the client).</p> <p>_____ (Name of the Bidder) has maintained _____ number of toilet cubicles under the Project. The Project was commenced on _____ (Date of start of the Project) and completed on _____ (Date of completion of the Project).</p> <p>Name of the audit firm/client: Seal of the audit firm/client: (Signature, name and designation of the Authorised Signatory) Date:</p>

⁴ Separate proof for each project shall be provided if the maintenance is carried out for different Projects.

II. For demonstrating Eligible Experience set out in Clause 10(a)(i)(2)

Name of the Project	
Name of the Client	
Description and details of Project (including coverage of the project, manpower deployment, schedule of completion as per the Agreement)	
Details of the Operator (Single entity/Joint Venture)	
Commencement date of contract/project	
End of Contract/project	

The Bidder shall furnish following document as proof demonstrate Eligible Experience set out in Clause 10(a)(i)(2);

1. The Agreement between the Bidder and party on whose behalf the housekeeping activities were carried out or Completion Certificate in case of projects where the maintenance contracts are expired; and
2. A self certification/undertaking in the format set out below

_____ [Name of the Bidder] hereby certify that we have provided/deployed _____ number of personnel's for carrying out activities related to housekeeping.

Name of the Bidder:

Seal of the Bidder:

Signature, name and designation of the Authorised Signatory

Date:

For demonstrating Eligible Experience set out in Clause 10(a)(i)(3)

Name of the Project	
Name of the client	
Description and details of project (including scope of work, number of blocks, cost of works carried out, etc)	
Commencement date of the project	
End of contract/project	

The Bidder shall furnish following document as proof demonstrate Eligible Experience set out

in Clause 10(a)(i)(3)⁵;

1. The Agreement between the Bidder and party on whose behalf the construction/renovation activities were carried out or Completion Certificate in case of completed projects; and
2. A self certification/undertaking in the format set out below:

_____ [Name of the Bidder] hereby certify that we have undertaken construction/renovation of toilet complexes under the following projects.

(List of name of the Project)

We further certify that under the above all projects together we have undertaken construction/renovation of _____(number) toilet complexes.

Name of the Bidder:

Seal of the Bidder:

Signature, name and designation of the Authorised Signatory

Date:

Note: It may be noted that in the absence of any supporting document as set out in this Appendix, the information would be considered inadequate and could lead to exclusion of the relevant project in evaluation of Eligible Experience. Wherever, the certificate from the Statutory Auditor is submitted, the same shall clearly indicate the membership number assigned by the Institute of Chartered Accountants of India or equivalent organisation abroad.

II. For demonstrating Eligible Experience set out in Clause 10(a)(ii)

As an evidence to access financial resources to meet the Eligible Experience specified in Clause 10(a)(ii): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that(Name of the Bidder) is a reputed company/firm/ society/trust (strikeout whichever not applicable) with a good financial standing. If the Agreement for this project, namely Renovation, Operation and Maintenance of Public Toilets in Shimla (Project II) comprising of 57 (fifty seven) toilets is awarded to the above company/firm/ society/trust (strikeout whichever not applicable), we shall be able to provide overdraft/credit facilities to the extent of **Rs.50,00,000/-** to meet the working capital requirements for executing the Project.

⁵ Separate proof for each project shall be provided if the construction/renovation is carried out for different Projects.

Sd/-

Name of the Bank, Senior Bank Manger

Address:.....

Note: Bidder may note that, the Banker's Certificate provided herein shall be exclusively for Renovation, Operation and Maintenance of Public Toilets in Shimla (Project II) and to the extent of Rs. 50,00,000/- . Any common certificate given along with any other project(s) will not be accepted.

APPENDIX E

CONSTRUCTION/RENOVATION EXPERIENCE OF THE BIDDER
(On the letterhead of the Bidder)

For demonstrating Construction/Renovation Experience set out in Clause 10(c)

Name of the Project	
Name of the Client	
Description and details of Project (including scope of services, no. of toilet seats, cost of project, coverage of the project, , schedule of completion as per the Agreement)	
Details of the Contractor (Single entity/Joint Venture)	
Number of toilet seats constructed/renovated	
Commencement date of contract/project	
End of Contract/project	

The Bidder shall furnish following documents as proof to demonstrate Construction/Renovation Experience set out in Clause 10(c) ⁶;

3. The Agreement between the Bidder and party on whose behalf the construction or renovation of the toilet seats were carried out or Completion Certificate in case of projects where the construction/renovation contracts are expired; and
4. Certificate from Statutory Auditor/client in the format set out below

Format for demonstrating Construction/Renovation Experience 10(c)

This is to certify that _____ (Name of the Bidder) has undertaken _____ (Title & Nature of the Project) for _____ (Name of the client).

_____ (Name of the Bidder) has constructed/renovated _____ number of toilet seats under the Project. The Project was commenced on _____ (Date of start of the Project) and completed on _____ (Date of completion of the Project).

Name of the audit firm/Client:
Seal of the audit firm/Client: (Signature, name and designation of the Authorised Signatory)
Date:

⁶ Separate proof for each project shall be provided if the maintenance is carried out for different Projects.

Where the Bidder does not have the Construction/Renovation Experience of its own, it shall submit the undertaking in the manner prescribed below;

**Undertaking
(On the letterhead of the Bidder)**

To,
The Commissioner
Municipal Corporation of Shimla

Dear Sir:

Sub: Renovation, Operation and Maintenance Public Toilets in Shimla (Project II)

I _____(Name of the Bidder) hereby undertake that, if the captioned Project is awarded to us, we shall engage contractors approved by the Government of any state or centre for undertaking renovation obligation provided in the draft agreement of the Project.

Name and Signature of the Authorised Person

.....

Name and Seal of Bidder

Date

APPENDIX F

TECHNICAL PROPOSAL

The Bidder shall submit a Technical Proposal setting out the approach to implement the Project. The Technical Proposal should comply with the Renovation Requirements and O&M Requirements as set out in the Draft Agreement.

The Technical Proposal shall set out the following components:

- a. Operations Plan
- b. Maintenance Plan
- c. Monitoring Plan
- d. Estimation of Renovation Expenses

a. Operations Plan

The Bidder shall set out the operations plan for the Project in keeping the toilets adequately staffed to meet performance standards, defining the cleaning/maintenance cycles of the toilets. The operational plan shall broadly include bidders understanding on maintenance requirement for the Project, number of man power to be deployed at toilet level/cluster level, number of cleaning cycles, availability/sourcing of additional support staff (plumbing, electrical etc) as required, sourcing/usage of consumables, mechanism for revenue collection, etc

b. Maintenance Plan

The Bidder shall set out maintenance plan defining frequency of cleaning, schedule of periodic maintenance of various assets like water tanks, mirrors, walls of toilets, acid wash of WCs etc, frequency of use of various types of consumables (acids, phenyl etc), utilisation of advertising area in the toilets, optimization of use of water and plan for achieving performance standards.

c. Monitoring Plan

The Bidder shall indicate the internal monitoring mechanism that would be adopted for monitoring the operations of toilets, data collection system to be used for monitoring footfalls, approach towards the complaint redressal – number of hours within which complaints would be resolved, mechanism for complaint redressal etc, complaint reporting mechanism, etc.

The technical evaluation shall be based on the following:-

Sl.No.	Contents of Technical Proposal	Brief Description	Maximum Marks
1.	Operations Plan	Operational plan – to achieve performance standards	40
2	Maintenance Plan	Overall approach towards Maintenance Weekly/ monthly, yearly maintenance program	40
3.	Monitoring Plan	Monitoring plan	20

e. Estimation of Renovation Expenses

Based on the details provided in the Project Information Memorandum (PIM) and after visiting each of the toilets forming part of the project, the Bidder shall provide its estimation of renovation expenses. The estimate of renovation expenses shall contain details of breakup costs for the following indicative heads:

1. Structure related
 - a) Renovation of structure
 - b) Renovation of roofs/flooring
2. Water related
 - a) Replacements/ repair of pipes
 - b) Replacement/ repair of taps
 - c) Replacement/ repair of water tanks
3. Electrical fixtures
 - a) Replacement/ repair of wiring
 - b) Replacement/ repair of bulbs/lights
 - c) Replacement/ repair of other electrical fixtures
4. Furnishing
 - a) Replacement/repair of taps
 - b) Replacement/repair of washbasins
 - c) Replacement/repair of seats
 - d) Replacement/repair of flush tanks
 - e) Replacement/repair of doors
 - f) Other heads can be added as required

APPENDIX G

**FORMAT FOR FINANCIAL PROPOSAL
(On the letterhead of the Bidder)**

Date: _____

To:

The Commissioner
Shimla Municipal Corporation

Sub: Renovation, Operation and Maintenance of Public Toilets in Shimla (Project II)

Ref: Your Notification No: _____ dated _____

Dear Sir,

Having gone through this RFP document and the draft agreement and having fully understood the Scope of Work for the Project as set out by MCS in the RFP and Agreement, we are pleased to inform that we would [require a O&M Fee of Rs. _____(In words) which will be payable by MCS to the Operator every Quarter **or** offer a Royalty of Rs. _____(In words) which will be payable to MCS every Quarter] [*Strike out whichever is not applicable*] for undertaking the aforesaid Project in accordance with the draft Agreement.

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

Yours faithfully,

For and on behalf of (Name of Bidder)

Duly signed by the Authorised Signatory of the Bidder

(Name, Designation and Address of the Authorised Signatory)

Note: Conditional financial proposals will not be acceptable.

Annex - I Financial Proposal - Break up

Bidder shall provide breakup for arriving at the Royalty amount or O&M Fee, as the case may be quoted in Appendix G. The indicative description for arriving the Royalty or /O&M Fee, as the case may be could be as follows:

Item No	Description	Amount (Rs/month)	Annual Costs (Rs/year)
1.	Revenue assessed (User fee, Advertisements etc)		
2.	Salary costs <ul style="list-style-type: none"> • Care taker(s) • Cleaners • Supervisory Staff (if any) 		
3.	Costs of Maintenance of fixtures <ul style="list-style-type: none"> • Plumbing maintenance • Pump maintenance • Maintenance of electrical fixtures • Maintenance of mirrors, taps etc 		
4.	Cost of Consumables <ul style="list-style-type: none"> • Mops, brooms • Cleansing agents • Soaps and Disinfectants • Other consumables 		
5.	Electricity Costs (monthly electricity bill)		
6.	Replacement costs <ul style="list-style-type: none"> • Taps • Dustbins • Flush tanks • Other replaceable items etc 		
7.	Half yearly painting costs		
8.	Sub-Total		
9.	Overhead Expenses @ % of (7)		

Note:

1. The evaluation of the financial proposal shall be based on the breakup provided above.
2. Total of revenues and costs should match the Royalty amount or the /O&M Fee, as the case may be, quoted in the Financial Proposal.

Annexure I

Scope of work of the Operator

The purpose of Project is to improve provision of services to the users of 57 (fifty seven) public toilets in Shimla. The Operator under the Project would be required to renovate, construct and operate these toilets in accordance with the terms of the Agreement. The rights given under the Project is for a period of 5 years and at the discretion of the MCS the term of the Agreement may be extended for a period of 1 year. The Operator is required to complete the renovation work in each of the toilets within 8 months of the Agreement and shall operate the same during remaining period of the Agreement. The construction milestones to be achieved during the construction period, the O&M requirement and the performance standards to be adhered during the operations period by the Operator are set out below;

A. Project Milestone

The Operator would be required to achieve following milestones during construction period.

Sr.No.	Time Period (from the date of signing)	Milestones	Description
1.	3 months	Civil Works	This may be on case to case basis including but not limited to removal of floor & wall tiles, water supply fittings, sanitary fittings, electrical fittings, doors & removal of plaster by chipping the walls in each of the toilets.
2.	5 months	Plumbing, electrical works & Interior works	This may be on case to case basis including but not limited to relaying of water supply & electricity line, new wall & floor tiles fixing, fixing new sanitary fittings, plastering & painting works for internal walls & fixing of new doors. Installation of mirrors, wash basins, hand dryers etc.
3.	8 months	Exterior Finishing Works and Scheduled Commercial Operation Date	This may be on case to case basis including but not limited to, plastering & painting for external walls, fixing wall tiles for external walls & fixing name boards etc and completion of all renovation works, whereupon Commercial Operation Date is said to have achieved

B. O&M REQUIREMENTS

1. The Project Asset including toilets/urinals/floors/walls shall be serviced, cleaned and maintained according to MCS's requirements on all 7 days of the week with no exceptions except in the case of Force Majeure.
2. The Operator shall ensure following frequency on cleaning;
 - a) 1 cleaning cycle for every 8 Toilet uses (both men and women)
 - b) 1 cleaning cycle for every 50 urinal uses (men)

During the cleaning cycle, the operator shall ensure that the entire toilet/urinal is properly cleaned with disinfectants and water and litter or stains are removed to make it ready for the next usage. Apart from the above, Operator shall carry out the following operations at the frequencies specified below:

- a) Continually - Collect litter, refuse, leaves and other debris both throughout the interior of the building and outside including from any shrubbery or garden area and from any entrance ways, subways and/or steps which service the toilet and two metres beyond these features. All such litter, refuse or debris shall be removed from the site daily and disposed of at sites agreed between the Operator and the MCS.
- b) Hourly - Ensure all toilet seats are clean and dry. Remove any damaged toilet seats. To maintain the acceptable standard, check sanitary ware, floors, etc., clean all soiled areas using the approved cleaner/descaler or hard surface cleaner as appropriate and disinfect. Disinfect around all sanitary ware and washbasins.
- c) Two Hourly - Replenish toilet paper, soaps, paper towels and other consumables as necessary. Refill soap dispensers where required and wipe clean. Empty and disinfect all disposal bins.
- d) Two Hourly - Spray air freshener throughout interior of the building sufficient to mask unpleasant odours.
- e) Daily - Check operation of taps and pipework for leaks and repair leaks immediately.
- f) Daily - Clean off all surfaces of sanitary ware using sanitary cleaner/descaler with particular attention to the reduction of any encrustations found. 'Standing areas' of urinals shall be treated with sanitary cleaner/descaler and washed down.
- g) Daily - Wash down all walls and partitions using hard surface cleaner. Damp wipe doors using a diluted disinfectant solution.

- h) Daily - Sweep any entrance ways, subways and/or steps which service the toilet.
 - i) Daily - Wipe clean any ledges, fittings, pipework and any other surfaces where dust/dirt may accumulate.
 - j) Daily - Sweep any entrance ways, subways and/or steps which service the toilet.
 - k) Weekly - Clean graffiti, painting over where necessary from all surfaces both inside and outside of the toilet taking care to avoid damage to the surface beneath.
 - l) Weekly - Remove cobwebs and obvious dust collections from ceilings.
 - m) Monthly - Wash windows and frames both inside and outside.
 - n) Half yearly - Apply approved polish to hardwood doors and fittings and polish.
 - o) Half yearly – shall undertake white washing and painting of the toilets at the interval of every six months
 - p) As Necessary - Clean out rainwater gutters and downpipes and remove debris from flat or low pitched roofs. It is the Operator's responsibility to inspect and carry out these preventive works to ensure the free flow of water to drainage. In case of snow fall or landslide, remove snow or debris as the case may be to provide easy access to the toilet.
3. The Operator ensure sufficient water supply at the structure for cleaning and washing.
 4. The Operator shall make own arrangement for security of the toilet block and its fixtures.
 5. The Operator shall furnish the names of the persons who have been appointed as attendant/caretaker for the toilet blocks and their names will be registered with MCS. The said attendant/caretaker of the Operator shall not allow any other person to occupy the toilet blocks.
 6. The Operator will not allow any person to use toilets for residential purpose or for stocking of any material etc, and not keep any animal / motor vehicle in or around the complex other than one attendant –cum-sweepers at each toilet block to ensure continuous service.
 7. The Operator shall maintain hygiene condition around the toilet and ensure that no wastes of any kind are dumped or waste water is stagnated or overflowed around the toilets.

8. The Operator shall ensure that the complaint or suggestion register along with feedback form and pen are made available and accessible to the Users at all time during the Operational Hours.
9. The toilet shall be provided with good quality consumables/disinfectants/equipment, including the following:
 - (a) The liquid soap/soap cakes of standard quality and make, which will be provided in the wash basins.
 - (b) Phenyl, acid, naphthalene balls, brooms, coir brush, scraping sheet, baskets, mugs, bleaching powder and lime powder.
 - (c) The toilet rolls will be of standard quality and make.
 - (d) The quality of hand driers, if any shall be maintained in proper condition.
10. The consumables to be available at all times and will be replaced as soon as required. To facilitate this, enough stock of the consumables for at least a week shall be made available at all times. This will include:
 - a) Replacement of all consumable as and when required.
 - b) Repair of any defective fixture before next use and replacement thereof to the original specifications and design.
 - c) Provide clean and dry consumables for each user.
11. The staff should be polite, clean and behave decently with decent verbal skills. The staff will also be trained to answer any queries by the customer or citizens. The staff will also be trained with cleaning procedures and all procedures to keep the premises clean.
12. All electrical fixtures shall be working during the Agreement period. The Operator shall ensure timely replacements of electrical fixtures on need basis.
13. The Operator shall maintenance all plumbing, floors, pump etc. in good working conditions on regular basis and undertake repairs or replacement as and when required;
14. The Operator shall ensure that the access to toilets is well lit. In case the street lights on the access to toilets are not functional, it shall immediately complaint to MCS about the same and get it rectified.
15. Ensure proper disposal of drainage upto the pitfall and any choking of drainage should be attended to promptly.

16. The Operator shall maintain following records:

- a) Record on number of Users using the toilet;
- b) Record of the Complaint or Suggestions made by the Users from time to time; and
- c) Books of accounts of the advertisements displayed from time to time submit details of the same at time of making payment of advertisement tax and produce the relevant books of accounts, as and when specifically required by MCS.

Note: Cleaning materials, e.g., dusters, cloths, brushes, mops used for cleaning of urinals and WC pans must be kept exclusively for that purpose and not used for cleaning anything else.

C. PERFORMANCE STANDARDS

Project Utility	Minimum Service Level	Maximum Tolerance Level	Permissible Time Limit for repairs/rectifications
Toilet Floors	<ul style="list-style-type: none"> • smooth and free from cracks, chipping or any other similar damage • Kept clean, dry without any litter, stains etc. at all time. 	Nil	<ul style="list-style-type: none"> • Repaired/rectified within 7 days from detection • Debris/ garbage/other litter shall be removed immediately upon detection • Damaged/dysfunctional dustbins/ spittoons shall be repaired/replaced immediately upon detection
Plumbing Fittings	All plumbing fittings shall be functional as per the generally accepted standards	Nil	Any damaged/worn fittings shall be repaired/replaced within 24 hours of detection of damage or break down
Electrical Fixtures	All electrical fixtures i.e. exhaust fan, hand drier, tubelights, bulbs, etc. shall be functional as per the generally accepted standards and the toilet shall be well lit	Nil	Any damaged/spoiled electrical fittings shall be repaired/replaced within 24 hours of damage or break down.

Water availability	At all times when toilets are open for the purpose of flushing and ablution	Nil	Operator to ensure availability of water within 1 hour of its shortage.
Complaint Register	At all times available and accessible to users during Operational Hours	Nil	-
Closure of toilet	Shall be kept open at all times during Operational Hours	Nil	-
Consumables	Enough stock should be maintained at all times	Nil	Consumables which are out of stock shall be replaced within 1 hour.
Hygiene condition	<ul style="list-style-type: none"> • No waste shall be dumped around the toilets. • No waste water shall be stagnated around the toilets. • Water shall not overflowed around the toilets 	Nil	To be removed or rectified immediately upon detection.
Information Boards/ Signages/display of user fees applicable	visible, legible and functional	Nil	<ul style="list-style-type: none"> • Obstructions shall be removed immediately upon detection • Dirty information boards/signages shall be cleaned immediately upon detection • Damaged information boards/signages shall be repaired/replaced within 24 hours of detection