

CORRIGENDUM I

Renovation, Operation, Maintenance and Transfer of Public Toilets in Shimla – Project II

Date: 20-03-2015

The Municipal Corporation of Shimla (“**Authority**” or the “**MCS**”), by way of this **Corrigendum I** is making the following addition/ deletion/amendments/ clarification to the Request for Proposal (RFP) issued under Tender Notice no. **MCS/CHO/PT/2015-291** for the captioned Project.

Sl. No.	Clause	Original Clause	Modified Clause
REQUEST FOR PROPOSAL			
1.	10 (c)	1. 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.	1. The Bidder, in the last 5 (five) 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.
2.	Annexure I – Scope of works	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 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 3 years and on the basis of the performance of Operator, MCS may at its discretion extend the term of the Agreement for a period of 1 year at the first instance and further extended for a period of another 1 year thereafter.
DRAFT AGREEMENT			
3.	Article 1.1 Definitions	"Expiry" means expiry of the Rights by efflux of time at the end of 5 (five) years from the date of the	"Expiry" means expiry of the Rights by efflux of time at the end of Agreement Period.

Sl. No.	Clause	Original Clause	Modified Clause
		Agreement.	
4.	Article 2.2 Agreement Period	<p>The Rights hereby granted is for a period of 5 (five) years commencing from the date of this Agreement and ending on the Expiry Date (“the Agreement Period”). Based on the performance of the Operator and subject to discretion of MCS, the Agreement Period may be extended for a period of 1 year.</p> <p>Provided that in the event of Termination, the Agreement Period shall mean and be limited to the period commencing from the date of this Agreement and ending with the Termination Date.</p>	<p>The Rights hereby granted is for a period of 3 (three) years commencing from the date of this Agreement and ending on the Expiry Date (“the Agreement Period”). Based on the performance of the Operator and subject to discretion of MCS, the Agreement Period may be extended for a period of 1 year at the first instance and further extended for a period of another 1 year thereafter.</p> <p>Provided that in the event of Termination, the Agreement Period shall mean and be limited to the period commencing from the date of this Agreement and ending with the Termination Date.</p>
5.	3.2 (g)	During the Agreement Period, the Operator may, subject to Applicable Laws and with prior approval of MCS, undertake within the Project Asset revenue generating activities like operating a vending machine for sale of toiletries, condoms etc. However, such activities shall not create any nuisance or inconvenience to the Users or cause any hindrance in the operation of the Project Asset.	Deleted
6.	Article 4.3 (j)	<p>If the Operator has in the past 3(three) years preceding the Proposal Due Date have constructed/renovated 50 toilet complex having aggregate cost of at least 1,00,00,000/-, it may undertake Renovation Works by itself.</p> <p>Otherwise, the Operator is required to undertake the Renovation Work through any Government approved Contractor possessing requisite technical, financial and managerial</p>	<p>If the Operator has in the past 5 (five) years preceding the Proposal Due Date have constructed/renovated 50 toilet complex having aggregate cost of at least 1,00,00,000/-, it may undertake Renovation Works by itself.</p> <p>Otherwise, the Operator is required to undertake the Renovation Work through any Government approved Contractor possessing requisite technical,</p>

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		expertise/capability; but in either case, the Operator shall remain solely responsible to meet the Renovation Requirements.	financial and managerial expertise/capability; but in either case, the Operator shall remain solely responsible to meet the Renovation Requirements.
7.	Article 4.3 (l)	Notwithstanding anything contrary, where MCS unable to supply water required under this Agreement at the toilet level, the Operator shall make arrangement at its cost to collect water from MCS through tankers or other suitable means. The water for filling the tanker shall be provided by MCS.	Notwithstanding anything contrary, where MCS unable to supply water required under this Agreement at the toilet level, the Operator shall make arrangement at its cost to collect water from MCS through tankers or other suitable means. The water for filling the tanker shall be provided by MCS at applicable rates published by MCS from time to time.
8.	Article 4.5 (f)	The Operator shall bear all the periodical maintenance expenses relating to Project Asset including repair and replacement costs of the Project Facilities, payments for electricity, cost of employees/labour and cost of consumables such as soaps, cleansing agents, air freshener etc.	The Operator shall bear all the periodical maintenance expenses relating to Project Asset including repair and replacement costs of the Project Facilities, payments for electricity, water , cost of employees/ labour and cost of consumables such as soaps, cleansing agents, air freshener etc.
9.	Article 5 (c) & (d)	(c) provide water pipelines upto each of the toilets and supply sufficient volume of water to every toilet forming part of the Project Asset on daily basis during the first Quarter of the Agreement Period; (d) after the first Quarter of the Agreement Period, supply from time to time, at its own cost, in addition to the water supplied under sub-clause (c) above, such additional volume of water as may be estimated by the Operator in Quarterly Report;	(c) provide water pipelines upto each of the toilets and supply sufficient volume of water at the cost of Operator to every toilet forming part of the Project Asset on daily basis during the first Quarter of the Agreement Period; (d) after the first Quarter of the Agreement Period, supply from time to time, at the cost of operator , in addition to the water supplied under sub-clause (c) above, such additional volume of water as may be estimated by the Operator in Quarterly Report;