

EE (RIP), NEW DELHI MUNICIPAL COUNCIL, NEW DELHI
**Construction / Reconstruction of Smart PTUs / CTUs at new sites and on old existing sites of
Garbage Station / PTUs with Advertisement Rights in NDMC area on PPP Model**

**OFFICE OF THE EXECUTIVE ENGINEER (RIP)
NEW DELHI MUNICIPAL COUNCIL
Palika Kendra, Sansad Marg, New Delhi-110001**

**Construction / Reconstruction of Smart PTUs / CTUs at new sites and on old existing sites of
Garbage Station / PTUs with Advertisement Rights in NDMC area on PPP Model.**

**NDMC invites proposals from reputed business entities to upgrade the Public Convenience
facilities in its area on BOT basis with advertisement rights.**

PROJECT FRAMEWORK

The New Delhi Municipal Council (NDMC) intends to outsource the reconstruction/construction, operation and maintenance of about 39 Nos. Public Conveniences at specified locations in its area with advertisement rights in limited / permitted area at the toilet to registered and authorized firms / agencies having adequate experience in this field and adequate financial strength on Design, Built, Operate & Transfer (DBOT) basis.

BIDDING FRAMEWORK

A registered and authorized firms / agencies shall be finalized in an open, transparent and competitive two stage bidding process as envisaged herewith:

The RFP must be submitted as per the instructions laid down in the document titled RFP for
**“Construction / Reconstruction of Smart PTUs / CTUs at new sites and on old existing sites of
Garbage Station / PTUs with Advertisement Rights in NDMC area on PPP Model.”.**

RFP document can be downloaded from www.ndmc.gov.in

A bidder shall be selected in a two stage evaluation process from the technical bid and financial bid submitted by bidders complying with the bidding process outlined in the RFP documents.

RFP SUBMISSION

The RFP must be submitted at the following address before 15.00 hrs. (IST) latest by 27.05 2016.

**The Executive Engineer (RIP), New Delhi Municipal Council
Room No. 2001-C, 2nd Floor, Palika Kendra, Sansad Marg New
Delhi E-mail – exen.rip@ndmc.gov.in Ph. No. 23367728**

PREBID MEETING

On 11.05.2016 at 11:30 AM in the CE(C-I), 15th Floor, Room No.-1501, Palika Kendra, Sansad Marg, New Delhi-110001. NDMC reserves the right, without any obligation or liability, to accept or reject any or all the proposals at any stage of the process, to cancel or modify the process or any part thereof or to vary any of the terms and conditions at any time, without assigning any reason whatsoever. Changes / Minutes of Meetings will be posted on www.ndmc.gov.in

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BID SUBMISSION FORM

Date: _____

LETTER OF BID

To

EXECUTIVE ENGINEER (RIP)
NEW DELHI MUNICIPAL COUNCIL
2nd Floor Room No 2001, Palika Kendra,
Sansad Marg, New Delhi 110001

Ref: Invitation for Bid No. **RFP NO.**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for **Construction / Reconstruction of Smart PTUs / CTUs at new sites and on old existing sites of Garbage Station / PTUs with Advertisement Rights in NDMC area on PPP Model.** NEW DELHI MUNICIPAL COUNCIL, 2nd Floor Room No 2001 Palika Kendra Sansad Marg, New Delhi.
3. Our bid shall be valid for a period of **six months** from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the RFP Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attached a copy of Authorisation for signing on behalf of
Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)

BIDDER'S PROFILE

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General:

1. Name of the firm.....
2. Name of the authorised person submitting the Bid (Shri/Smt.).....
3. Designation of the authorized person submitting the Bid.....
4. Name, Designation, address and Mobile Number of alternate person.....
.....
5. Address of the firm.....
.....
.....
6. Tel no. with STD code (O).....(Fax)..... (R).....
7. Mobile No. of the person submitting the Bid.....
8. E-mail of the person submitting the Bid.....
9. Organization's email ID.....
10. Website Address.....
11. Registration & incorporation particulars of the firm:
 - i) Private Limited
 - ii) Public Limited
 - iii) Any other – Please specify.....
12. Name of Director(s).....
13. Email ID of Director (s).....
14. Mobile Number of Director (s).....
15. Bidder's bank, its address and current account number
.....

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16. Permanent Income Tax number, Income Tax circle

.....
(Please attach copies of income tax return for last three years)

17. Service Tax Number.....

(Please attach copies of Service Tax Registration Number)

18. TIN Number.....

19. EPF Registration Number.....

20. ESIC Registration Number.....

21. Particulars of EMD

i) Demand Draft / Bank Guarantee No.....

ii) Date.....

iii) Name of Bank.....

iv) Address of Bank.....

v) Validity of BG/DD.....

22. Particulars of RFP Fee

i) Demand Draft No.

ii) Date.

iii) Name of Bank.....

iv) Address of Bank.

v) Validity of DD.....

23. Description of similar work of housekeeping services executed during the last three years (Please furnish copies of completion certificate from the Government Department / Organization) – As per Clause 2(d) Section 5.

Description of Work / Order Executed	Actual Value of work / order Executed	Name of Government Department / Organization	Start Date	Finish Date	Document evidence at page No.

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UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. I/We give the rights to the competent authority of the NEW DELHI MUNICIPAL COUNCIL to forfeit the Earnest Money/Security money deposit by me/us and initiate proceedings to blacklist me/us in case of breach of conditions of Contract.
4. I hereby undertake to provide the manpower for housekeeping services as per the directions given in the RFP document/contract agreement.

Place:

Date:

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

Seal of the Bidder

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REQUEST FOR PROPOSALS

PART-A

Section – 1 **INSTRUCTIONS TO BIDDERS**

- 1.1 This RFP for “**Construction / Reconstruction of Smart PTUs / CTUs at new sites and on old existing sites of Garbage Station / PTUs with Advertisement Rights in NDMC area on PPP Model**” comprises:
- i. Part-A: Instructions to Bidders and Bid Evaluation Process
 - ii. Part-B: Draft CONCESSION Agreement
- 1.2 **Project Framework:** The New Delhi Municipal Council (NDMC) intends to outsource Construction / Reconstruction of Smart Public Toilet Units (PTUs) / Community Toilet Units (CTUs) at new sites and on old existing sites of Garbage Stations / PTUs with Advertisement Rights on specified area on the toilets in NDMC area to interested parties having adequate experience in this field and adequate financial strength on **PPP Model**.
- 1.3 NDMC intends to develop the project on “Design, Built, Operate and Transfer” (DBOT) basis by inviting open RFP from registered and authorized firms / agencies to finance, construct/reconstruct, operate and maintain the Smart PTUs / CTUs during the Concession period. NDMC will enter into a Concession Agreement with the successful registered and authorized firms / agencies (Concessionaire) for a period of **10 years** excluding the period of construction. During the period, the Concessionaire shall carry out the services as per the technical specifications, performance standards and guidelines given in the Concession Agreement.

GENERAL INSTRUCTIONS

- 1.4 For the Bidding / RFP Document Purposes, “NEW DELHI MUNICIPAL COUNCIL” shall be referred to as “NDMC” and the interested registered and authorized firms / agencies shall be referred to as “Bidder”.
- 1.5 The Bidders are advised to inspect the Smart PTUs / CTUs locations before filling in and submitting the bids to get fully acquainted with the scope of work, as no claim whatsoever will be entertained for any alleged ignorance thereof.
- 1.6 The sealed bidding documents should be delivered in the Executive Engineer (RIP) office by the stipulated date and time. RFP Documents may be collected from Executive Engineer (RIP) 2nd Floor Room No 2001 Palika Kendra Sansad Marg, New Delhi 110001 on payment of RFP Cost of Rs.5000/- (Rupees five thousand only) through Bank Draft/Pay Order in favour of **Secretary NDMC, payable at New Delhi** on any working day between 3.00 pm to 5.00 pm.

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- 1.7 The RFP documents may also be downloaded from this office website www.ndmc.gov.in. Those bidders who wish to download the RFP documents from the office website should furnish the RFP cost of Rs.5000/- per through Bank Draft/Pay Order in favour of **Secretary NDMC, payable at New Delhi** alongwith the Bidding Documents.
- 1.8 While all efforts have been made to avoid errors in the drafting of the RFP documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the RFP documents shall be entertained.
- 1.9 Each page of the RFP documents must be stamped and signed by the person or persons authorized for submitting the RFP in token of his/their having acquainted himself/ themselves and accepted the entire RFP documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the NDMC. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS BIDDING DOCUMENT.**
- 1.10 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.11 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with the requisite documents, or any other requirements, stipulated in the RFP documents are **liable to be rejected**.
- 1.12 **The Bidding Company should only be a Limited / Private Limited Company, registered under the Companies Act, 2013. Bidding in the form of Proprietorship Company / JV Consortium is not permitted.**
- 1.13 The total 39 Nos. of Smart PTUs / CTUs (Group A) consisting of the new locations of Smart PTUs / CTUs, Garbage Stations and old existing PTUs / CTUs.
- i. At new locations of Smart PTUs / CTUs, the Smart PTUs / CTUs are to be constructed under this RFP.
 - ii. At the location of Existing Garbage Stations, the Garbage Stations is to be converted into Smart PTUs / CTUs by demolition.
 - iii. At the location of old existing toilet blocks, re-construction of PTUs / CTUs is to be carried out after demolition under this RFP.
- The Smart PTUs / CTUs locations shall be handed over to the Concessionaire **within two weeks** from the date of signing of agreement. The reconstruction /construction of the Smart PTUs / CTUs shall be completed / implemented in **Fifteen months** from the date of signing of agreement within which the Concessionaire shall complete the designing / drawing, construction and commissioning as per the specifications and standards specified herein.
- 1.14 RFP (Sealed Technical Bid and Financial Bid) is to be submitted marked Group A. The evaluations and finalizations of agency/firm shall be shortlisted/ finalized as per the required

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document i.e. bid security, performance security, undertakings, affidavits etc. submitted by bidders.

- 1.15 The Concessionaire would be given the right to collect the revenues from advertisement and other permitted commercial activities except in “NDMC area”. The “NDMC area” shall be about 35 sq. feet, which is allowed to be used by NDMC for Blood Bank / Health ATM etc. and no payment would be made to the concessioner by the NDMC during the concession period. The Concessionaire shall pay NDMC a license fee per month for the group of Smart PTUs / CTUs, payable in quarterly installments in advance over the Concession period. The minimum license fee for Group A is **Rs.2,00,000/- (Rupees Two Lakh Only) per month.**
- 1.16 NDMC will constitute a Steering Group to monitor project progress and single point platform to sort out issues in implementation and to monitor the performance of the concessionaire. NDMC will appoint an Independent Engineer (PMU: Project Management Unit) to oversee the implementation of the project and issue the completion certificate for the group and COD for the group to commence/ start the revenue collection from advertisement by the concessionaire. Independent Engineer will also be a member of Steering Group. Independent Engineer / PMU will be hired through tender / limited tender / quotation and charges / fee of Independent Engineer /PMU will be shared by NDMC and Concessionaire on fifty-fifty basis including the service taxes etc.
- 1.17 All PTUs will have to be kept open for the public use from 06.00 AM to 10.00 PM all seven days in a week. All CTUs shall be kept opened 24 hours in a day for all seven days a week. Details of Smart PTUs / CTUs are given at **Annexure A**. Smart PTUs / CTUs shall remain available for usage **FREE OF ANY CHARGES.**
- 1.18 The design of individual Smart PTUs / CTUs location wise has to be furnished by the Concessionaire for approval by the NDMC before construction activities at site. A tentative layout for Smart PTUs / CTUs is given herein for reference at **Annexure ‘B’**. The various facilities as given herein the RFP are to be provided in each Smart PTUs / CTUs as per the location specific requirements approved by the NDMC. The concessioner will operate and maintain the Smart PTUs / CTUs and housekeeping of all the facilities provided within the Smart PTUs / CTUs block. NDMC may assign / give the ‘NDMC area’ to the other operator / companies / agency / individuals to run the permitted commercial activities except advertisement in the “NDMC area”. Other area for e-commerce (Bank ATM) and the Potable Water ATM can be assigned / given to the companies / agency / bank / individuals to run the permitted commercial activities by the concessionaire.
- 1.19 The title of interest, ownership and rights with regard to Smart PTUs / CTUs constructed/ repaired/renovated/converted by the Concessionaire for NDMC alongwith fixtures/fittings

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provided therein and the land allotted by the NDMC under the concession agreement shall vest with the NDMC except that these Smart PTUs / CTUs will be operated and maintained by the Concessionaire during the concession period as per the concession agreement.

1.20 License Fee

1.20.1 The Concessionaire shall pay NDMC a license fee per month for **Group A of Smart PTUs / CTUs**, payable in quarterly installments in advance over the Concession period.

The minimum license fee for Group A is Rs. 2,00,000/- (Rupees Two Lakh Only) per month.

1.20.2 The License Fee payable to NDMC shall be the minimum license fee or the license fee quoted by the successful bidder in financial bid, whichever is more, on quarterly basis in advance as defined in the concession agreement.

1.20.3 License fee during the implementation period after granting the partial completion/completion certificate shall be the proportionate license fee as defined herein, for the number of Smart PTUs / CTUs for which the partial COD / COD certificate issued by the Independent Engineer as per clause 30 and clause 31 of RFP.

Section – 2 SCOPE OF WORK

The total 39 Nos. of Smart PTUs / CTUs in Group 'A' consisting of the new locations of Smart PTUs / CTUs, Garbage Stations and old existing PTUs / CTUs.

- i. At new locations of Smart PTUs / CTUs, the Smart PTUs / CTUs are to be constructed under this RFP.
- ii. At the location of Existing Garbage Stations, the Garbage Stations is to be converted into Smart PTUs / CTUs by demolition.
- iii. At the location of old existing toilet blocks, re-construction of Smart PTUs / CTUs is to be carried out after demolition under this RFP.

The Smart PTUs / CTUs locations shall be handed over to the Concessionaire **within two weeks** from the date of signing of agreement. The reconstruction /construction of the Smart PTUs / CTUs shall be completed / implemented in **Fifteen months** from the date of signing of agreement within which the Concessionaire is expected to complete the designing / drawing, implementation as per the requirements in accordance with technical specifications and standards specified herein.

Group A consisting of the new locations of Smart PTUs / CTUs, the location of existing Garbage Stations, where the Garbage Stations is to be converted into Smart PTUs / CTUs by demolition and the location of old existing toilet blocks in NDMC area.

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2.1 NDMC intends to develop the Smart PTUs / CTUs on "Design, Built, Operate and Transfer" (DBOT) basis to construct/reconstruct, operate and maintain during the Concession period, with provision of the space for various facilities as per the design approved by NDMC. The main facilities are Wi-Fi facilities, Potable Water ATM, e-commerce ATM, 'NDMC area' / Service Centre and Solar Photovoltaic Roof Top Panels. **The number of facilities / requirements shall be as per the site feasibility and the location specific.**

2.2 **Construction /Reconstruction of Smart PTUs / CTUs:**

The successful bidder shall conceptualize Smart PTUs / CTUs, design, construct / reconstruct as per the approved drawing by NDMC. The entry shall not be provided from the back side i.e. the side opposite to the road. The Public Toilets / Community Toilets shall have separate facility for ladies, gents and especially abled persons (Divyang) and other required smart facilities such as Wi-Fi facilities, Potable Water ATM, e-commerce Bank ATM, „NDMC area“ / Service Centre / kiosk, Solar Roof Top Panels. Bank ATM and „NDMC area“ from the road side shall be made up of toughened glass of appropriate thickness.

The requirement of WC seats and Urinal Pots may vary site to site and same has to be decided as per the location specific requirements such as Markets, BQS, Road side, JJ cluster etc.

The advertisement Panel shall be of Back Lit Display Panels on a stainless-steel / aluminum frame. Digital Advertisement Panels may be considered in concurrence with Delhi Police and other statutory bodies in this regard. NDMC will extend assistance in getting the requisite permission from statutory bodies in this regard.

The material and the fixtures to be used in each Smart PTUs / CTUs are given in details at **Annexure 'C'**. The concessionaire can propose the higher specification than the above for approval by the NDMC. Design criteria in details are given at clause 27 and clause 28 of RFP.

2.3 **Operations & Maintenance:**

This includes operation of the Smart PTUs / CTUs i.e. regular cleaning of the Smart PTUs / CTUs and its surrounding area, functioning of all the fixtures, deployment of dedicated personnel, supervision and providing of consumables. This includes maintenance and operation of all the necessary infrastructure provided in Smart PTUs / CTUs such as electricity, drainage, sewerage, waste removal, water etc. The concessioner shall clean and do housekeeping the other areas created in Smart PTUs / CTUs for the other facilities as specified above.

2.4 **Water supply:** The Concessionaire shall ensure availability of adequate water at all times for general cleanliness of the Smart PTUs / CTUs and for the use of public visiting these public conveniences. The supply shall be provided by NDMC at one point not more than 10 metres from the premises where available. Further laying of water line, connection and payment of connection and usage charges shall be the responsibility of the concessionaire. In case of non-feasibility of water supply, the concessionaire has to arrange water at his own cost.

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- 2.5 **Electricity supply:** The Concessionaire shall ensure adequate electricity supply for proper lightings inside and outside the Smart PTUs / CTUs. The supply shall be provided by NDMC through prepaid meter at one point not more than 10 meters from the premises and further laying of electric cables, payment of connection and usage charges shall be the responsibility of the concessionaire.
- 2.6 **Sewerage Disposal:** The Concessionaire shall ensure disposal of sewerage through pipe line to nearest municipal sewer line at his own cost. NDMC shall provide a municipal sewer at point not more than 10 meters from the premises. The connection charges and uses charges shall be responsibility of the concessionaire. Where there is no feasibility of municipal sewer line in that case bio-digester is to be provided by the concessionaire at his own cost.
- 2.7 **Landscaping:** The concessionaire shall put plants in and around each Smart PTUs / CTUs where space is available as per the approval of the NDMC and maintain the same in good condition at all times.
- 2.8 **Cleaning of Smart PTUs / CTUs:** The Concessionaire shall ensure cleaning of the Smart PTUs / CTUs as per the cleaning schedule provided herewith. Dedicated cleaning staff shall be provided by the Concessionaire for Smart PTUs / CTUs.
- 2.9 **Waste Disposal:** The Concessionaire shall provide litterbins inside and outside of the Smart PTUs / CTUs as specified, and disposal of the collected waste upto nearest municipal bin shall be the responsibility of the Concessionaire.
- 2.10 **Watch & Ward:** The watch & ward of the Smart PTUs / CTUs rests with the Concessionaire.
- 2.11 **Maintenance:** It will include daily, routine and periodic maintenance works in the Smart PTUs / CTUs but shall not be limited to the Civil, electrical and mechanical works for the Smart PTUs / CTUs, equipment maintenance and servicing.
- 2.12 The Concessionaire shall hand over the Smart PTUs / CTUs to NDMC in good working condition at the end of concession period without any hindrance.
- 2.13 The Concessionaire shall made regular payment of license fee to NDMC not later than 10th day of first month of the quarter in which it is due and failure to do so attract an interest of 18% per annum on the entire unpaid amount payable during the quarter chargeable from beginning of the that quarter till realisation of payment. If concessionaire will not make payments for two consecutive quarters, the contract will stand terminated automatically.

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Section – 3 **MINIMUM ELIGIBILITY CRITERIA**

The following shall be the minimum eligibility criteria for selection of technical bid of the bidders.

- 3.1 **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 2013. Bidder in the form of JV/consortium, Proprietorship, Partnership is not permitted. A proof for supporting the legal validity of the Bidder shall be submitted.
- 3.2 **Registration:** The Bidder should be registered with the Income Tax, Service Tax and also registered under Employees Provident Fund Organisation, Employees State Insurance Corporation.
- 3.3 **Experience:**
- 3.3.1 The Bidder should have at least three years 'experience in last five years in operation and maintenance of **Public toilets / Community Toilets / Urinal Blocks** in public premises, which are visited by a large number of public such as Hospitals, Inter-State bus terminals, bus stations, railway stations, airports, market complexes, public office complexes, malls etc. **OR**

The Bidder should have at least three years experience in last five years in Construction, Operation and Maintenance of **Public toilets / Community Toilets / Urinal Blocks on BOT basis** in public premises, which are visited by a large number of public such as Hospitals, Inter-State bus terminals, bus stations, railway stations, airports, market complexes, public office complexes, malls etc. ;

AND as per the following minimum criteria:

- (i) Operation and maintenance of minimum **840 WC Month** (= number of WCs Operated and maintained monthly x number of months for which such WCs are operated and maintained) in last 5 years. **Or**
- (ii) Construction, Operation and maintenance on BOT Basis not less than **420 WC Month** (=number of WCs constructed, Operated and maintained monthly x number of months for which such WCs are constructed, operated and maintained) in last 5 years.
- 3.3.2 The aforementioned five year is reckoned from last date of bid submission.
- 3.3.3 Equivalent WC be worked out for Urinal Pot as Two Urinal Pots \simeq 1 WC
- 3.3.4 For BOT case, WC (Equivalent) are entitled to evaluate in both the above criteria separately.

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- 3.4 **Turnover:** The Bidder should have average annual turnover of Rs. **5 Crores** per annum for the preceding last three years and net worth of Rs. **3.0 Crores** in the financial year 2014-15. The financial year means the period ending upto 31st March.
- 3.5 Net worth shall be calculated and certified by an Independent, Chartered Accountant/Firm of Chartered Accountants registered with the Institute of Chartered Accountants of India (ICAI).
- 3.6 The bidders shall meet the minimum eligibility criteria and turnover requirement.
- 3.7 The bidder should have its own trained manpower on their rolls required for Operation & Maintenance. A Notarized affidavit and undertaking that the workers employed would be paid atleast minimum wages (both for skilled and unskilled) as per orders of Govt. of NCT of Delhi and oblige all statutory requirements with respect to ESI, EPF etc., with reference to those workers.

Documents supporting the Minimum Eligibility Criteria in TECHNICAL BID

Sl. No	Particulars	To be filled by the bidder
1	Details of Bid Security deposit	
	Amount	
	Guarantee Bank / Draft No. and Date and issuing Bank	
2	List of self-attested copies of latest	
	(i) Audited accounts	
	(ii) IT Returns filed	
3	List of self-attested copies of	
	(i) ESIC Registration with Code No.	
	(ii) EPF Registration No.	
	(iii) PAN/TAN Card No.	
	(iv) Service Tax Registration	
4	The Bidder experience at least three years in last five years in Construction / Operation and Maintenance of Public toilets / Community Toilets / Urinal Blocks on BOT basis in public premises as defined above. The following minimum criteria: (i) Operation and maintenance of 840 WC Month (= number of WCs Operated and maintained monthly x number of months for which such WCs are operated and maintained) in last 5 years. OR (ii) Construction, Operation and maintenance on BOT Basis	

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	not less than 420 WC Month (= number of WCs constructed, Operated and maintained monthly x number of months for which such WCs are constructed, operated and maintained) in last 5 years.	
5	The bidder should have its own trained manpower on their rolls required for Operation & Maintenance. A Notarized affidavit and undertaking that the workers employed would be paid atleast minimum wages (both for skilled and unskilled) as per orders of Govt. of NCT of Delhi and oblige all statutory requirements with respect to ESI, EPF etc., with reference to those workers	
6	The proof regarding turnover has to be submitted by the Bidder regarding the average annual turnover of Rs. 5 Crores per annum for the preceding last three years and net worth of Rs. 3.0 Crores in the financial year 2014-15.	
7	Undertaking that the company should abide with General Terms and conditions of this office shall give a demonstration. A notarized affidavit on a stamp paper of appropriate value to the effect that they have not been blacklisted or their business dealings with the Government Ministries / Departments have not been banned.	

3.9 **Financial Sustainability:** The bidder shall prepare cost estimates for executing the work, alongwith a break up of proposed capital expenditure and target O&M expenses for the concession period along with the estimated target revenue during the concession period. Bidder shall enclose the probable means of financing the project duly certified by the Chartered Accountant.

3.10 Any entity which has been barred by the NDMC, MCD, Central/ State Government, or any entity controlled by them, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application.

3.11 All financial documents submitted need to be authenticated by Chartered Accountant.

Section – 4 BIDDER’S RESPONSIBILITY BEFORE PROPOSAL SUBMISSION

4.1 The Bidder shall be responsible for all the costs associated with the preparation of the Proposal and their participation in the selection process. NDMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.

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- 4.2 The Bidder shall ensure that the bid is complete in all respects and conforms to all requirements indicated in the RFP document.
- 4.3 **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 offer, and entering into concession for construction of the Public Toilets, and subsequent operation and 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. NDMC 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.
- 4.4 **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.
- 4.5 **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.
- 4.6 It would be deemed that by submitting the Bid, the Bidder has:
- i. Made a complete and careful examination of the RFP document.
 - ii. Obtained all relevant information about the project.
- 4.7 NDMC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

Section – 5 BID SECURITY

- 5.1 Bid shall be accompanied by a Bid Security Deposit of **Rs.15,00,000/-** (Rupees Fifteen lakh only) in the form of Bank Guarantee/Demand Draft of any nationalized bank. The validity of the Bank Guarantee/Demand Draft must be up to **8 (Eight) months** starting from the date of submission of the bids. The Bank Guarantee / Demand Draft shall be in favour of **Secretary NDMC, payable at New Delhi.**
- 5.2 No request for transfer of any previous deposit of security deposit, or bid security or adjustment against any bills held by the Department in respect of any previous work shall be entertained.
- 5.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after submitting the bids, the aforesaid bid security shall be forfeited to the NDMC.

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- 5.4 The RFP bids without bid security shall be summarily rejected.
- 5.5 No claim shall lie against the NDMC in respect of erosion in the value or interest on the amount of bid security deposit.
- 5.6 **The bid security may be forfeited:**
- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder
 - (a) Fails to sign the concession agreement in accordance with the terms of the RFP document;
 - (b) Fails to furnish required performance security in accordance with the terms of RFP document within the time frame specified by the NDMC;
 - (c) Fails or refuses to honor his own quoted financial offer for the services or part thereof.

Section – 6 **VALIDITY OF BID AND BID SECURITY**

- a) Bids shall remain valid for a period of **Six (6) months** from the Bid Submission Due Date. NDMC reserves the right to reject any Bid, which does not meet this requirement.
- b) The bid security shall be valid for **two month beyond** the validity of the proposal.
- c) Any bids not accompanied with an acceptable Bid security shall be rejected.
- d) The Bid security of the unsuccessful Bidders would be returned after the acceptance of successful bid and issuance of the letter of award to the successful bidder.
- e) The Bid security of the successful Bidder will be discharged when the successful Bidder has signed the agreement and furnished the Performance Security.

Section – 7 **PRE-BID MEETING**

- 7.1 A pre-bid meeting shall be held for any clarifications and replies to the queries of bidders.
- 7.2 A pre-bid meeting shall be held on 11.05.2016 at **11.00 AM** in the office of Chief Engineer (Civil-I), 15th Floor, Room No.-1501, Palika Kendra, Parliament Street, New Delhi-110001. Bidders will be required to send their queries in writing or mail at least 2 days prior to the pre-bid meeting to:

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Executive Engineer (RIP)
New Delhi Municipal Council
Room No.2001-C, 2nd Floor,
Palika Kendra, Sansad Marg,
New Delhi - 110001.
Email: exen.rip@ndmc.gov.in
Tel.: 23367728

- 7.3 Minutes of the meeting, including the text of the questions raised and the responses given, would be sent to all prospective Bidders. Any modifications of the RFP document as per the minutes of meeting, which may become necessary as a result of the Pre-bid meeting, shall be part of the agreement.
- 7.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder. However, all clarifications and modifications presented in the Minutes of Meeting will be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

Section – 8 AMENDMENT TO RFP DOCUMENT

- 8.1 At any time prior to the deadline for submission of Proposal, NDMC 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.
- 8.2 Any Addendum thus issued will be sent in writing to all responsive bidders in pre bid meeting (Preferably through e-mail) and will be uploaded on website.
- 8.3 NDMC may, at its discretion, extend the Proposal Submission Due Date.

Section – 9 CLARIFICATION FROM BIDDERS

To assist in the evaluation of Proposal submitted by bidders, NDMC may, at its discretion, ask any bidder for clarification of its Proposal. The request for clarification and the response shall be in writing within the requested time. All the bidders fulfilling the eligibility criterion may be given an opportunity to make a presentation of their proposal before an evaluation committee.

Section – 10 LANGUAGE

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 appropriate translations

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of the pertinent passages in 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.

Section – 11 BID DOCUMENTATION

- 11.1 The Proposal should have no overwriting except as necessary to correct errors made by the Bidders themselves, in which case such corrections must be initialed with date by the person signing the Bid.
- 11.2 The Proposal and its copies shall be typed or written in indelible ink and the authorized representative of the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person (s) signing the Bid.

Section – 12 RIGHT OF ACCEPTANCE AND REJECTIONS OF NDMC

- 12.1 Notwithstanding anything contained in the RFP document, NDMC reserves the right to accept or reject all Proposal submissions, at any time without assigning any reason for cancellation.
- 12.2 The NDMC reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the highest financial offer or any specific bids. The decision of the NDMC in this regard shall be final and binding.
- 12.3 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 12.4 The competent authority of the NDMC reserves the right to award any or part or full contract to any successful bidders at its discretion and this will be binding on the bidders.
- 12.5 The NDMC may terminate the Contract if it is found that the bidder / successful bidder / concessionaire is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

Section – 13 BID SUBMISSION DUE DATE

Proposal will be received up to 16.00 hours on **27.05.2016 at Executive Engineer (RIP) NDMC office**. Any Proposal, which is received after the prescribed deadline shall be returned, unopened. The bids shall be opened at 16.00 hours on the due date of submission.

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Section – 14 SUBMISSION OF OFFERS

The bidder shall prepare and submit their proposals in original and one copy clearly marking ORIGINAL and COPY and as per the procedure detailed below:

- 14.1 The original copy of the Bid security (DD or Bank Guarantee) of the required value and in approved format shall be sealed separately in a envelope mentioning: **Envelope - A1 BID SECURITY FOR “Construction / Reconstruction of Smart PTUs / CTUs at new sites and on old existing sites of Garbage Station / PTUs with Advertisement Rights in NDMC area on PPP Model”**.
- 14.2 The original and copy of the Technical Bid shall be sealed separately in the envelope mentioning: **Envelope – A2 TECHNICAL BID FOR “Construction / Reconstruction of Smart PTUs / CTUs at new sites and on old existing sites of Garbage Station / PTUs with Advertisement Rights in NDMC area on PPP Model”**
- 14.3 The original and copy of the all documents for **Minimum Eligibility Criteria** shall be sealed separately in the envelope mentioning: **Envelope – A3 Eligibility Criteria for “Construction / Reconstruction of Smart PTUs / CTUs at new sites and on old existing sites of Garbage Station / PTUs with Advertisement Rights in NDMC area on PPP Model”**.
- 14.4 The original and copy of the Financial Proposal shall be sealed separately in the envelope mentioning: **Envelope – B FINANCIAL BID FOR ‘Construction / Reconstruction of Smart PTUs / CTUs at new sites and on old existing sites of Garbage Station / PTUs with Advertisement Rights in NDMC area on PPP Model’**.
- 14.5 The original and copy of the Technical Bid in envelope A2 and Financial Bid in envelope „B“ shall also be sealed.
- 14.6 All the above envelopes viz. ‘A1’, ‘A2’, ‘A3’ and “B” shall then be sealed in one outer envelope for the original and copy of RFP.
- 14.7 The inner and outer envelopes shall be addressed to EE (RIP) NDMC at the address provided in the **Para 7.2**.
- 14.8 The inner envelopes shall also indicate the name and address of the Bidder to enable the Proposal to be returned unopened in case it is late.
- 14.9 If the outer envelope is not sealed and marked as above, NDMC will assume no responsibility for the misplacement or premature opening of the Proposal.
- 14.10 **NDMC** must receive proposals at the address not later than the time and date stipulated in the Section 13.

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Section – 15 LATE BIDS

NDMC will not, accept any Proposal received after the Bid Submission Due Date and Time. Late submission will be rejected and returned unopened.

Section – 16 OPENING OF OFFERS

The offers as received shall be opened by the NDMC on the date and time of opening as detailed here in above, in presence of bidders who choose to be present. On opening of the main envelope it will be checked if it contains: i) Bid Security (Envelope A(1)) ii) Technical Bid (Envelope A(2)) iii) Minimum eligibility criteria (Envelope A(3)) (iv) Financial Bid (Envelope B)

- 16.1 The bid security will be opened first and will be checked for its requisite value and format.
- 16.2 If the documents do not contain Bid Security, or not of required value or not in acceptable form, the offers submitted will be rejected.
- 16.3 The Technical and Financial bid shall not be opened on that day and shall be kept separately in the safe custody of NDMC to be opened and evaluated later on as per the procedure detailed herein.

Section – 17 CONFIDENTIALITY

NDMC will treat all information submitted as part of Bid in confidence and would require all those who have access to such material to treat the same in confidence. NDMC 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.

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Section – 18 TESTS OF RESPONSIVENESS

Prior to evaluation of Bid submission, Department will determine whether each Bid is responsive to the requirements of the RFP document. Any Bid submission shall be considered responsive if:

- a) Is received by the Bid Submission Due Date including any extension thereof.
- b) Is signed, sealed and marked as stipulated in Section 14.
- c) Is accompanied by the Bid Security
- d) Contains all the information as requested in the RFP document
- e) NDMC reserves the right to reject any Bid submission which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained in respect of such Bid submissions.

Section – 19 EVALUATION AND COMPARISON OF BIDS

- 19.1 NDMC will evaluate and compare the bid determined to be substantially responsive and as per the procedure detailed below. In the event of any discrepancy between “ORIGINAL” and ‘COPY’ the contents of “ORIGINAL” shall prevail.
- 19.2 The bids of only those bidders who have submitted the complete bids (Bid Security, Eligibility criteria, technical bids & financial bids) will be considered for bid evaluation process.
- 19.3 Only those bidders who are meeting the minimum eligibility criteria will be **Qualified** for the opening their Technical Bid.
- 19.4 The Technical Bids shall be evaluated based on the available documents submitted by the bidder in accordance with the Technical evaluation parameters.
- 19.5 **Technical Evaluation Parameters:** Technical bids shall be opened for further evaluation by a committee constituted for the technical evaluation as per the following elaborated criteria:-
 - (i) Equivalent WC be worked out for Urinal Pots ≈ 1 WC.
 - (ii) For BOT case, WC (Equivalent) are entitled to evaluate in both the criteria separately.

Sl. No.	Contents of Technical Bid	Brief Description of Criteria (marks)	Maximum Marks
a)	Proposed Basic Design of Smart PTUs / CTUs	<ul style="list-style-type: none"> • Innovative Design, use of Modern material, functionality, Aesthetic and maintainability (5 marks) • Solar Panel & LED fittings and design with least vandalism (5 marks) 	15

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		<ul style="list-style-type: none">• Back lit advertising display panel covered with Poly Carbonate sheet and Digital Advertising Display Panel (5 marks)	
b)	Operation, Cleaning and Maintenance Plan	<ul style="list-style-type: none">• Daily / Weekly / Monthly /Yearly Plan for O&M (5 marks)• Daily / Weekly / Monthly Plan for cleaning (5 marks)• Inspection Reports through Mobile Apps and Email (5 marks)• Complaint redressal mechanism (5 marks)	20
c)	Mechanised Equipments	<ul style="list-style-type: none">• Mopping, Rubbing and Dry / Wet Vacuum Cleaning through machine (10 marks) Note: List of equipments for deployment in the Project are to be given.	10
d)	Manpower Deployment	<ul style="list-style-type: none">• Number of Supervisor (Minimum 2 Number) (3 marks)• Number of skilled manpower (Electrician / fitter / plumber) (Minimum 2 No.) (3 marks)• Unskilled manpower (Sweeper, Security, Guard, helper etc.) (Minimum 80) (4 marks)	10
e)	Experience for Similar Work - Public Toilets / Community Toilets / Urinal Block exclusively on Operation & Maintenance in last five year	Operation and maintenance of number of WC in month (=number of WCs Operated and maintained daily x number of months for which such WCs are operated and maintained) in last 5 years. (10 marks for 840 WC in a months; 15 marks for more than 1680 WC in a month; for in-between WC month, marks will be allotted on pro-rata basis)	15
f)	Experience for Similar Work - Public Toilets / Community Toilets / Urinal Block on BOT basis for Construction, Operation & Maintenance of Smart PTUs / CTUs in last five year	Construction, Operation and maintenance on BOT Basis of number of WC month (=number of WCs constructed, operated and maintained monthly x number of months for which such WCs are constructed, operated and maintained) in last 5 years. (7 marks for 420 WC month; 10 marks for more than 840 WC month; pro-rata marks for in-between WC months)	10
g)	Financial Competency - Turnover	Annual Average Turnover in last three years (10 marks for turnover more than Rs.10 cr.; 7 marks for Rs.5.0 cr.; for turnover in between Rs.5 to 10 cr. marks will be allotted on pro-rata basis)	10
h)	Financial Competency -	Proposed capital expenditure for the project	10

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Proposed Capital Expenditure	excluding O&M. (10 marks for expenditure of more than Rs.8 cr.; 7 marks for Rs.6 cr.; for expenditure in between Rs.6 to 8 cr. marks will be allotted on pro-rata basis; 0 marks for less than Rs.6 cr.)	
Total		100

19.6 Illustration for working out the WC Month in five years:-

A agency Operated & Maintained 10 toilets in which each toilets have Gents (2 WC + 4 Urinal), ladies (2WC) and one for especially abled persons for three years in last five years.

$$\text{WC in each Toilet} = (2\text{WC} + 4/2 \text{ Urinal}) + 2\text{WC} + 1\text{WC} = 7\text{WC}$$

For such 10 Toilet for three years: WC Month = $10 \times 7 \text{ WC} \times 36 \text{ months} = 2520 \text{ WC Month}$.

19.7 Only those bidders who have secured technical score of 70 marks or more in above evaluation of technical bids shall be considered for further evaluation of their financial bid.

19.8 Technical Weightage: The 70% of total marks obtained by the bidders in evaluation of technical bids (as per 19.5) shall be technical weightage.

Illustration 1 (for Technical Weightage): If bidder has secured 80 marks out of the total 100 marks in the technical evaluation as per para 19.5 his technical evaluation value shall be 56 i.e. (80 x 70%).

19.9 Opening of Financial Bid and Evaluation

19.9.1 The Financial bids of only those bidders who have secured technical score of 70 marks or more in evaluation of technical bids (as per para 19.5) shall be considered for further opening of financial bids for evaluation.

19.9.2 NDMC would intimate the date and venue of the opening of the financial Bid of only those bidders who pass through the stage of technical qualification, with a request to be present at the time of the opening.

19.9.3 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.

19.9.4 The financial bid of those bidders who do not qualify the technical evaluation shall not be opened and no claim in this regard shall be entertained.

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19.9.5 Minimum license fee:-

Minimum License fee shall be Rs. 200000/- (Rupees Two Lacs Only) Per Month and will increase 5% annually on previous year license fee.

19.9.6 In financial bids, bidder has to submit the financial offer in the specified format at Annexure 'G' per month and will be increased 5% annually on previous year license fee. License fee has to be paid NDMC on quarterly basis in advance as per the financial offer quoted in financial bids or minimum license fee as specified in Section 19.9.5, whichever is more.

19.9.7 Financial Weightage:- The Financial weightage has to be derived out as 30% of the financial score worked out on the basis of financial offer quoted by bidder in Financial bids. The bidder with highest financial offer (H-1) shall be assigned as financial score 100 and financial weightage as 30 (i.e. 30% x 100) as per Illustration 2 below:-

Illustration 2 (for Financial Weightage):-

If the bidder at Illustration 1 is H-1 bidder and quoted financial offer Rs. 125/-, then his financial weightage will be:-

= 30% of 100 x Highest financial offer quoted by H-1 bidder / Highest Financial offer quoted by H-1 Bidder

= (30 % of 100) x 125 / 125 = 30

Total score of bidder shall be 86 i.e. (56 Technical weightage + 30 Financial weightage)

19.9.8 The financial scores of the other bidders (i.e. H 2, H 3 or so on) shall be computed as under explained below:

Illustration 3:-

30 x highest offer quoted by (H-2, H-3,..... or so on) bidders / Highest offer quoted by H-1 bidder

Section – 20 CRITERIA FOR SELECTION OF SUCCESSFUL BIDDER

20.1 The successful bidder shall be worked out on the basis of highest score obtained by the bidder, as per their technical weightage and financial weightage as Illustrated below:-

The bidders score = Technical weightage (70% of Technical score / marks obtained in evaluation of technical bids as per 19.5) + Financial weightage (30% of financial score derived on the basis of financial bid evaluation as per 19.9).

20.2 **The highest score obtained by the bidder shall be the successful bidder.**

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Section – 21 NOTIFICATION OF AWARD & LETTER OF ACCEPTANCE

- 21.1 The Bidder who obtained highest score as per para 20 after evaluation of technical bid and financial bid, shall be the successful bidder and 'Letter of Award' will be issued by the NDMC and successful bidder has to be duly acknowledged by Letter of Acceptance in prescribed format within a week time (Seven days) from the issue of (LoA), signed by authorized signatory.

Section – 22 AWARD OF CONTRACT

- 22.1 The Bidder who obtained highest score as per para 20 after evaluation of technical bid and financial bid, shall be the successful bidder and 'Letter of Award' will be issued by the NDMC and successful bidder has to be duly acknowledged by Letter of Acceptance in prescribed format within a week time (Seven days) from the issue of (LoA), signed by authorized signatory and sign the concession agreement within 30 days of "Letter of Award".
- 22.2 If the Concession Agreement is not signed by the selected bidder within 30 days of issuance of the "Letter of Award", then NDMC reserves the right to withdraw the offer, and proceed ahead in any manner it deems fit. In such an eventuality, the Bid Security of selected bidder would be forfeited.
- 22.3 The successful bidder would have to furnish Performance Security as specified herein, before signing of the Concession Agreement. Till such time, the Bid Security of the successful Bidder would remain effective and in possession of NDMC.

Section – 23 EXTENSION OF VALIDITY OF BID

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

Section – 24 PERFORMANCE SECURITY

The Concessionaire shall for due and punctual performance of obligations hereunder in relation to the „**Construction / Reconstruction of Smart PTUs / CTUs at new sites and on old existing sites of Garbage Station / PTUs with Advertisement Rights in NDMC area on PPP Model**“ deliver to NDMC, a Performance Security of Rs. 40 lacs (Rupees Forty Lacs only) in the form of Bank Guarantee / Demand Draft from a Indian Scheduled Bank in favour of Secretary NDMC payable at New Delhi. The validity of Performance Security must be upto the end of concession period. If the Performance Security is submitted with validity for initially two years, then same has to be increased or submitted a fresh before expiry date

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upto the end of concession period without fail. This bank guarantee shall be returned upon successful completion of the Project on expiry of the concession period within 30 days of expiry of the concession period after adjustment of any dues if any.

Section – 25 REVENUE

25.1 **Advertisement** is the major source of revenue from permitted advertisement space as per the design approved by NDMC (15 sq mtr per Smart PTUs / CTUs subject to maximum 18 sq meter) and other permitted commercial activities such as e-commerce ATM, Potable Water ATM's / Vending Machines, Wi-Fi etc.

In case for Digital Advertisement Panels the necessary permissions have to be obtained from Delhi Police and other statutory body. Similarly necessary approval / permissions for Wi-Fi from the statutory body / department have to be obtained by the concessionaire.

25.2 Space for 'NDMC area' / kiosk will be used by NDMC for Blood Collection Centre / First Aid / Police Booth / Floweriest and other commercial activities. No revenue sharing will be made by the NDMC and no claim of the concessioner in this regard will be entertained.

25.3 The bidder is expected to make his own estimates of revenue before submitting their proposal. No claim shall be entertained in this regard at any stage.

Section – 26 CONCESSION PERIOD AND Smart PTUs / CTUs SITE

26.1 **Concession Period:** The "Concession Period" will be 10 (Ten) years from the date of signing of the concession agreement excluding the implementation/ construction / commissioning period of fifteen months.

26.2 The title of interest, ownership and rights with regard to Smart Public Toilets Units / Community Toilets Units, renovated / reconstructed / constructed / converted by the Concessionaire for NDMC along with fixtures/fittings provided therein shall vest with the NDMC and concessionaire will operate, clean and maintains during the Concession Period including permitted activities for revenue collections mentioned herein. After the end of the Concession Period all the assets created by the concessionaire will be handover to NDMC in good working conditions.

Section – 27 DESIGN OF PUBLIC TOILETS / COMMUNITY TOILETS

27.1 The proposed concept design of Public Toilets / Community Toilets (separately) in the tentative area of about 25 feet x 12 feet has to be submitted by the bidders considering separate facility for ladies, gents and especially abled persons 'DIVYANG' and other required

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smart facilities such as Potable Water ATM, e-commerce ATM, „NDMC area“ / Service Centre / kiosk, Wi-Fi and Solar Panels.

The tentative lay out plan incorporating the desired facilities are attached herewith for the reference.

The requirement of WC seats and Urinal Pots may vary site to site and same has to be decided as per the location specific requirement.

- 27.2 Location wise design / drawings for Public Toilets and Community Toilets with required facilities are to be submitted by Concessionaire for approval by the NDMC / Independent Engineer / PMU as per the site feasibility.
- 27.3 The advertisement Panel shall be of Back Lit Advertising Display Panels and Digital Advertising Panels with prior approval of Delhi Police and other statutory body.
- 27.4 For e-commerce ATM, the TRI-Party agreement with NDMC, Bank and the concessioner has to be executed before commencement the facilities.
- 27.5
- (a) Potable Water ATM can be provided by the concessioner through its own arrangement or with other expert agency in the field as per the agreement with prior approval of NDMC. Drinking RO water in sufficient quantity (about 500 ltr) has to be ensured with proper real time display of the quality. The maximum price of RO water per glass / bottle through coin / smart card has to be decided / fixed in consultation with NDMC.
- (b) In case, concessionaire fails to provide Potable Water ATM, within one month time from the date of completion of individual Smart PTUs / CTUs, NDMC can make the arrangement its own or through vendor as per the terms and conditions finalised by the NDMC. The concessionaire would not be entitle to raise any ‘objection’ in this regard and no claim of concessionaire will be entertain in this regard.
- 27.6 “NDMC area” / Service Centre / Floweriest Kiosk / Blood Collection Centre is to be utilized by the NDMC. The concessionaire would not be entitle to raise any “objection” in this regard and no claim of concessionaire will be entertain in this regard.
- 27.7 Social Messages through poster for the wide spread awareness and instructions has to be placed by the concessionaire in and around the Smart PTUs / CTUs as per the direction of NDMC time to time for the larger public behavioural changes.
- 27.8 The design of Public Toilets Units near the market, Road side locations and of Community Toilets may be different as per the requirements, since in market Urinal Pots are required more than the WC seats and in Slum area No. Of WC seats are required more than other facilities. Therefore, location wise design of Smart PTUs / CTUs is the most important aspect alongwith the other smart facilities.

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**Section – 28 REQUIREMENT FOR BETTER DESIGN, OPERATION, CLEANING AND
MAINTENANCE OF SMART PUBLIC TOILETS / COMMUNITY TOILETS**

- 28.1 The reference requirement for better operation, cleaning and maintenance of Smart Public toilets / Community Toilets are given in the **Annexure D** herewith, specially for cleaning schedule item wise, frequency of cleaning, required equipments / machines and cleaners / detergents.
- 28.2 Requirement for Inspection Card /Report of Smart Public Toilets / Community Toilets are given in the **Annexure E** enclosed for reference and for preparing daily / weekly / monthly reports.
- 28.3 Mobile App for Inspection and Report mechanism shall be ready before start of COD. MIS for reporting and complaint redressal mechanism is to be prepared by the concessioner for proper quality services and accountability. The same has to be started with the COD without failure.

Section – 29 IMPLEMENTATION OF PROJECT

- 29.1 NDMC hereby undertakes to handover to the Concessionaire physical possession of the Project Site (Smart PTUs / CTUs) free from encumbrance within two weeks from the signing date of the Agreement in phased manner together with the necessary rights of way/way leaves for the purpose of implementing the project in accordance with this Agreement.
- 29.2 NDMC confirms that upon the Smart PTUs / CTUs site being handed over pursuant to the preceding Clause (29.1), the Concessionaire shall have the right to enter upon, occupy and use the Project Site and to make at its costs, charges and expenses such development and improvements in the Smart PTUs / CTUs Site as may be necessary or appropriate to implement the Project and to provide the Facility subject to and in accordance with the provisions of this Agreement.
- 29.3 The Architectural and Engineering working drawing are to be prepared and submitted by the concessionaire **within four weeks** from the date of possession of site for approval by the NDMC in further **two weeks time**.

Section – 30 MILE STONE FOR COMPLETION OF SMART PTUS / CTUS

- 30.1 After approval of the design / drawings of individual Smart PTUs / CTUs, the concessionaire will start the construction activities for implementing the Project as per this agreement. Concessionaire will also submit the schedule chart / program for implementing the activities complete so that the following target be achieved.

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- (a) **Total 20 No. of Smart PTUs / CTUs** will be completed **within eight month** from the signing of agreement.
- (b) **Total 30 Nos. of Smart PTUs / CTUs** will be completed **within eleven months**.
- (c) **Total 39 Nos. Smart PTUs / CTUs** have to be completed in **fifteen months** from the signing of agreements.
- (d) The Smart PTUs / CTUs / CTUs shall be completed strictly as per the above specified timeline. Failing which a **liquidity damage of Rs.2000/- per week per Smart PTUs / CTUs wise** will be imposed on the Concessionaire.
- (e) The liquidity damage for Smart PTUs / CTUs if any will be **calculated** Smart PTUs / CTUs wise till the completion / provisional completion for the Smart PTUs / CTUs granted by the Independent Engineer. The total liquidity damage will be worked out till the completion of the project granted by Independent Engineer for COD.
- (f) The COD will be granted only after depositing the Liquidity Damage to NDMC in the form of Demand Draft in favour of Secretary NDMC, New Delhi.
- (g) In case of unavoidable circumstance or delay in completion of individual Smart PTUs / CTUs due to NDMC's obligation such as sewer line, water supply, electricity etc. the hindrance have to be recorded properly by the Independent Engineer and such period will not be counted towards the working out the Liquidity Damage for the Smart PTUs / CTUs.

Section – 31 TOILETS PARTIAL COMPLETION/PARTIAL COD

31

- (a) In case of delay in implementation / completion of the project in fifteen month time, on account of the concessionaire, the fifty percent share of NDMC towards the Independent Engineer fee will be also borne by the concessionaire till completion of project, in addition to their share of fifty percent fee of Independent Engineer till the completion of project.
- (b) After **fifteen months** from signing of the agreement, the completion certificate would be issued by the Independent Engineer and the project will be made deemed completed. **The license fee** (the minimum license fee or as quoted by successful bidder, whichever is more) **would be paid by the Concessionaire to the NDMC** and the liquidity damage of Rs.2,000/- per Smart PTUs / CTUs per week would be paid for balance uncompleted Smart PTUs / CTUs to NDMC till the completion of the project. No claim on account such circumstances will be entertained by the NDMC.
- (c) The partial COD may be granted by the Independent Engineer, after achieving the milestone time line as per 30.1 (a) and 30.1 (b) above.
- (d) After completion of construction activities for individual Smart PTUs / CTUs, the Smart PTUs / CTUs have to be made operational immediately for general public use and will maintain by the concessionaire as per this agreement. **But the commercial activities and**

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advertisements will only start after the issuing of the COD / partial COD by the Independent Engineer.

- (e) After opening the individual Smart PTUs / CTUs for general public use the social message / creative information of NDMC have to be displayed by the concessionaire in the back lit the Advertising Display Panels / Digital Advertisement Display Panel, till the grant of partial COD / COD.
- (f) After issue of the **partial completion certificate**, the **partial COD** be granted by the Independent Engineer and license fee have to be pay by the concessionaire during the implementation period as mentioned herein.

Section – 32 INCENTIVE FOR EARLY COMPLETION OF SMART PTUs / CTUs PROJECT

- 32. In case of the early completion of the Smart PTUs / CTUs location wise, the incentive of Rupees 2000/- per week per Smart PTUs / CTUs will be granted to the concessionaire and the same will be adjusted license fee due for first quarter.

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ANNEXURE – 'A-3'

Sr. No	Proposed Location of Smart PTUs / CTUs in Group A	Facilities in each PTU's / CTU's		
		Bank ATM & Wi-Fi	Potable Water ATM	'NDMC area' at disposal of NDMC
1.	Toilet at Aurobindo Marg in Safdarjung Tomb Parking	Yes	Yes	Yes
2.	Toilet at Najaf Khan Road near Gate of Najaf Khan Tomb	Yes	Yes	Yes
3.	Toilet at B-Avenue Near 2 nd Cross Road towards Community Hall	Yes	Yes	Yes
4.	Toilet at Teen Murti Lane near Horticultural Enquiry	—	Yes	Yes
5.	Toilet at South Avenue Lane near DMS Booth (LHS)	Yes	Yes	Yes
6.	Toilet at Kushak Road adjoining CPWD Enquiry	—	Yes	Yes
7.	Toilet at Krishana Menon Road near CPWD Horticulture Nursery	—	Yes	—
8.	Toilet Near Metro Station at K. Kamraj Marg	Yes	Yes	—
9.	Toilet at San Martin Marg adjoining Manas Marg	Yes	Yes	Yes
10.	Toilet at San Martin Marg adjoining Railway Property near Ring Road	Yes	Yes	Yes
11.	Toilet at Ashoka Hotel Parking Gate toward Petrol Pump, Niti Marg	—	Yes	Yes
12.	Toilet in Lane adjoining Police Play Ground, Vinay Marg	—	Yes	Yes
13.	Bardoloi Lane at corner in place of existing abandoned structure	Yes	Yes	Yes
14.	Railway Reservation Centre Sarojini Nagar	Yes	Yes	----
15.	Parking Nehru Planetarium Teen Murti Marg	Yes	Yes	Yes
16.	Satya Marg adjoining PSOI both side entry	Yes	Yes	Yes
17.	Bhairaon Mandir at Nehru Park, Vinay Marg	Yes	Yes	Yes
18.	Toilet in Parking Lodhi Garden near Gate No.- 4	Yes	Yes	Yes
19.	Toilet at Ashok Hotel Parking, Panchsheel Marg	Yes	Yes	Yes
20.	Toilet at Tyag Raj Marg Opp. INS office	Yes	Yes	Yes
21.	Toilet at Risal Marg at corner of Jesus & Marry Marg	Yes	Yes	Yes
22.	Toilet at Maharishi Raman Marg near Bus Stop Max Muller Marg Side	Yes	Yes	Yes
EXISTING GARBAGE STATION TO BE CONVERTED IN PTU's / CTU'S				
23.	Pillangi Village Opposite A Block	—	Yes	—
24.	Sarojini Nagar Main Market	Yes	Yes	Yes
25.	Raj Mata Scindia Marg	Yes	Yes	Yes
26.	In front D-Block, Near Gate of Delhi College of Arts & Commerce, Netaji Nagar	Yes	Yes	—
27.	Tikender Jeet Singh Marg	Yes	Yes	—
EXISTING PTU's/ CTU's				
28.	Lodhi Garden (Outside) Toilet at Lodhi Road	Yes	Yes	Yes
29.	Lodhi Garden (Outside) Toilet at Max Muller Marg	Yes	Yes	Yes

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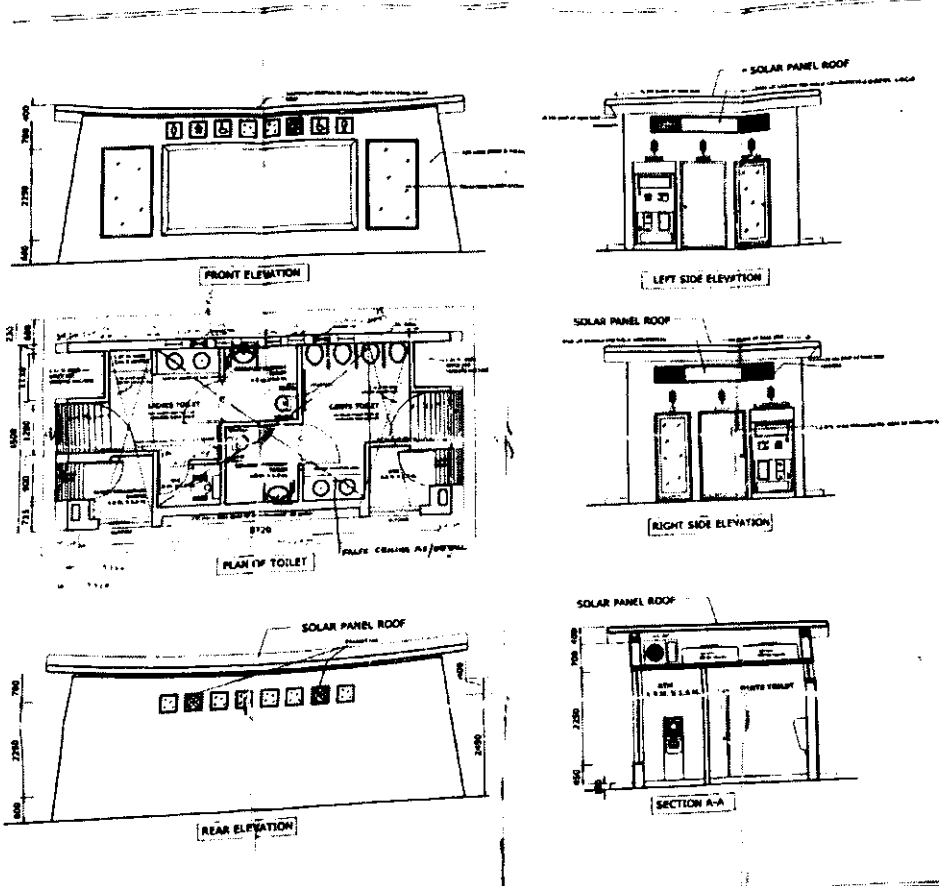
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30.	Lodhi Garden(inside) Toilet No-1	—	Yes	—
31.	Lodhi Garden(inside) Toilet No-2	—	Yes	—
32.	Lodhi Garden(inside) Toilet No-3	—	Yes	—
33.	33 Qtrs Akbar lane Near Park	—	Yes	—
34.	Aliganj Market, CPWD Colony	Yes	Yes	—
35.	Toilet at parking at India International Annexe and Islamic Cultural Centre Max Muller Marg	Yes	Yes	—
36.	Toilet outside Safdarjung Hospital at Ring Road	Yes	Yes	Yes
	COMMUNITY TOILETS NEW SITES			
37.	Sanjay Camp, Chankya Puri	—	Yes	Yes
38.	Sanjay Camp towards Singapore Embassy	—	Yes	Yes
39.	Harijan Basti Anant Ram Dairy	—	Yes	Yes

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Annexure 'B'

TENTATIVE / INDICATIVE DESIGN OF TOILET



DEPARTMENT OF ARCHITECTURE AND ENVIRONMENTS N.D.M.C.

NOTE:

- 1) DISCREPANCY, IF ANY SHALL BE IMMEDIATELY BROUGHT TO THE NOTICE OF CHIEF ARCHITECT, NDMC.
- 2) DRAWING TO BE READ AND NOT TO BE REPRODUCED.
- 3) ALL DIMENSIONS ARE IN METERS.
- 4) THIS DRAWING HAS BEEN PREPARED ON THE BASIS OF THE INSTRUCTION RECEIVED FROM THE URBAN MANAGER, NDMC.
- 5) NECESSARY ADMINISTRATIVE APPROVAL FROM COMPETENT AUTHORITY HAS TO BE OBTAINED BEFORE INITIATING THE WORK.

NO. 10/2016

DATE: 04/01/2016

RAJESH BOOD
CHIEF ARCHITECT

BAROU BETHA
DY. ARCHITECT

AKHIL BISHN
ASST. ARCH.

OFFICE OF THE CHIEF ARCHITECT, PALIKA KENDRA

PROPOSED TOILET AT RAFI MARG, NEW DELHI

SCALE -

JAN 2016

JOB NO. - 10/2016

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Annexure - C

THE MINIMUM SPECIFICATIONS AND STANDARDS FOR SMART PTUS / CTUS

- 1) The Smart PTUs / CTUs as per the Annexure - A are to be reconstructed /constructed in accordance with the drawings, complete with proper tiling, flooring, LED fixtures, electrical fittings, sanitary fittings, solar photovoltaic roof top panels and plumbing etc.

- 2) (a) The advertisements are only permitted to display on the front wall and side walls of the Smart PTUs / CTUs. The advertisement area is about 15 sq.mtr which can be extended to maximum 18 sq meter if location permits per Smart PTUs / CTUs.

(b)The advertisements panel shall be of Back lit advertising panel / Digital Advertising panel (with prior approval of the Delhi Police) in the frame of Aluminum / Stainless Steel and covered with poly carbonate sheet as per design approved by NDMC.

(c)The tentative size of advertising panel shall be of 6m x 1.5m (Front panel), 1.5m x 2m (Side wall panel) as per the details given in Annexure 'H'.

(d)No separate structure for advertisements panel above the Smart PTUs / CTUs, or separate advertisements panel from the Smart PTUs / CTUs shall be allowed to put or add.

(e) No display/ exhibit of any picture/poster/statue or other articles in any part of the premises are allowed that are repugnant to the general standards of morality and no ambush marketing is permitted. The CONCESSIONAIRE expressly agrees that the decision of the NDMC in this regard shall be conclusive and binding on the CONCESSIONAIRE.

- 3) Smart PTUs / CTUs are to be reconstructed/ constructed at New locations for Smart PTUs / CTUs, at the existing location of Garbage Stations and at location of old existing Smart PTUs / CTUs as per list in Annexure - A.
 - (a) At New locations of Smart PTUs / CTUs, the Smart PTUs / CTUs are to be constructed.
 - (b) At the location of Existing Garbage Stations, the Garbage Stations is to be converted into Smart PTUs / CTUs by demolition.
 - (c) At the location of old existing toilet blocks, re-construction of Smart PTUs / CTUs is to be carried out after demolition.

- 4) The provision of the space for various facilities such as Water ATM, e-commerce ATM, „NDMC area“ / Service Centre, Solar Photovoltaic Roof Top Panels , Wi-Fi as per the design approved by NDMC are to be provided in each Smart PTUs / CTUs. **The number of facilities / requirements shall be as per the site feasibility and the location specific requirements such details are at Annexure- A'.**

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- 5) An area of about 35 sq. feet i.e. „NDMC area“ would be provided to the NDMC for which no payment would be made to the concessionaire by NDMC during the concession period.
- 6) The Public Toilets / Community Toilets shall have separate facility for ladies, gents and especially abled persons (Divyang) alongwith the other required smart facilities such as **Water ATM, e-commerce ATM, 'NDMC area' / Service Centre / kiosk, Wi-Fi and Solar Roof Panels.**
- 7) **The requirement of number of WC seats and Urinal Pots may vary site to site and same has to be decided as per the location specific requirements such as Markets, BQS, Road side, JJ cluster etc in consultation with NDMC.**
- 8) The material and the fixtures to be used in each Smart PTUs / CTUs are given herewith for minimum standard. However, the concessionaire can propose the higher specification than the above for approval by the NDMC.
- 9) Design criteria for preparing/submission the drawings of individual Smart PTUs / CTUs in details are given clause 27, clause 28 of RFP and in **Annexure D.**
- 10) **Water supply:** The Concessionaire shall ensure availability of adequate water at all times for general cleanliness of the Smart PTUs / CTUs and for the use of public visiting these public conveniences. The supply shall be provided by NDMC at one point not more than 10 metres from the Smart PTUs / CTUs where available. Further laying of water line, connection and payment of connection & usage charges shall be the responsibility of the concessionaire. In case there is no feasibility of water supply immediately, in that case, the concessionaire has to arrange water at his own cost.
- 11) **Electricity supply:** The Concessionaire shall ensure adequate electricity supply for proper LED lightings inside and outside the Smart PTUs / CTUs from the Solar panels and Municipal electric supply. Fans and exhaust fans shall be energy efficient. The electric supply shall be provided by NDMC through prepaid meter at one point not more than 10 meters from the premises and further laying of electric cables, payment of connection and usage charges shall be the responsibility of the concessionaire.
- 12) **Sewerage Disposal:** The Concessionaire shall ensure disposal of sewerage through pipe line to nearest municipal sewer line at his own cost. NDMC shall provide a municipal sewer at point not more than 10 meters from the premises. The connection charges and uses charges shall be responsibility of the concessionaire. Where there is no feasibility of municipal sewer line in that case bio-digester is to be provided by the concessionaire at his own cost.
- 13) **Landscaping:** The concessionaire shall put plants in and around each Smart PTUs / CTUs where space is available as per the approval of the NDMC and maintain the same in good condition at all times.
- 14) **Cleaning of Smart PTUs / CTUs:** The Concessionaire shall ensure cleaning of the Smart PTUs / CTUs as per the cleaning schedule provided herewith. Dedicated cleaning staff shall be provided by the Concessionaire for Smart PTUs / CTUs.
- 15) **Waste Disposal:** The Concessionaire shall provide stainless steel litterbins inside and outside the Smart PTUs / CTUs as specified and dispose of the collected waste upto nearest municipal bin.

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- 16) All the necessary electrical fittings/fixtures/ LED/ Exhaust fan/ Hand dryer etc. shall be of standard specifications energy efficient and quality, but not limited to the specified one herein and the work shall be got done through qualified electrician/wireman.
- 17) All the sanitary fittings/fixtures (WC, Urinal pot, Cistern, Taps, Dispenser , soap dispenser, wash basins etc.) shall be used of standard specifications, but not limited to the specified one herein and the work shall be got done through approved qualified plumber. The fixtures should be leak proof.
- 18) In case sub-standard/defective material is used, the same shall be replaced by the CONCESSIONAIRE at its own cost. In case of any dispute in this regard decision of NDMC shall be final.
- 19) All the Smart PTUs / CTUs shall be provided with urinal pots, washbasins, taps, WCs (European Type & Indian Type), flushing cistern for urinals & WCs, soap dispensers, mirrors, toilet paper, spittoons, stainless steel litterbin, exhaust fan, hand dryer, solar roof panels etc.
- 20) The door and window frames shall be of Aluminum sections / epoxy coated MS sections panel door.
- 21) Ladies Toilets are to be provided with paddle operated dustbins.
- 22) Staff Room / Generator Room may be provided in the Smart PTUs / CTUs as per drawing, if possible.
- 23) Entire colour scheme and samples of the materials shall be got approved prior to use in the reconstruction / construction of Smart PTUs / CTUs.
- 24) **The minimum specifications for the material to be used in Smart PTUs / CTUs.**

Sr. No	Item description	Minimum specifications
1.	(i) Brick work	As per CPWD specifications / for modular partition wall shall be as per manufacturer specifications.
2.	Roof	RCC, M-25 with reinforcement of Fe-500 Grade.
3.	Flooring	Granite flooring with 18 mm thick granite stone or granite tiles of required colour as approved by NDMC.
4.	Internal wall cladding	Digital wall tiles of min 5 mm thickness such as NITCO, Somany, Kajaria, Johnson or equivalent on 12 mm thick plaster in cement mortar with polymer adhesive and jointed with white cement slurry and matching pigment upto ceiling height.
5.	External wall cladding	Granite tiles/ sand stone cladding of approved quality & colours as per the drawings.

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6.	WCs, Urinals & washbasins.	In white / Ivory colour vitreous china conforming to IS:7231
7.	cistern	PVC flushing cistern with manually controlled device, preferable concealed cistern.
8.	Storage tank	Polyethylene water storage tank ISI: 12701 marked indicating the BIS license no.
9.	Taps, stop cocks, Angle valves etc.	PTMT (engineering thermoplastic) fittings of Prayag or equivalent make in the CTUs and C. P. Brass / Metal fittings in the PTUs of approved quality.
10.	Aluminium doors & window frames	Conforming to IS:733 and IS:1285, anodized transparent or dyed to required shade according to IS:1868. (Minimum anodic coating of grade AC 15)
11.	Particle board	Conforming to IS:12823
12.	Electrical wiring, Fittings & fixtures	All fixtures, wiring & fittings of BIS standards. All lightings shall be LED lights. Fans, exhaust fans, Hand Dryer shall be energy efficient.
13.	Solar Photovoltaic Roof Top Panels	Solar photovoltaic panels of good quality shall be placed on roof for about 2 KW to 3 KW capacity as per the site feasibility.
14.	Modesty boards of not less than 300x800 mm height.	
15.	Urinal and wash basin for child.	
16.	Provision of ledge for placing personal belongings within the toilet cubicle as well as wash area in toilets.	

25) The entry gate for all facilities including toilets is not allowed from the backside (rear wall) of the Smart PTUs / CTUs.

26) Operations & Maintenance:

This includes operation of the Smart PTUs / CTUs i.e. regular cleaning of the Smart PTUs / CTUs and its surrounding area, functioning of all the fixtures, deployment of dedicated personnel, supervision and providing of consumables. The maintenance and operation of all the necessary infrastructure provided in Smart PTUs / CTUs such as electricity, drainage, sewerage, waste removal, water etc. The concessioner shall also clean and housekeeping the other areas created in Smart PTUs / CTUs for the other facilities as specified above.

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27) MINIMUM MAINTENANCE REQUIREMENTS

1. All PTUs should be kept opened from 6.00 a.m. to 10:00 p.m. for all seven days a week. All CTUs shall be kept opened 24 hours in a day for all seven days a week. However, the Concessionaire may be allowed to open it early and close it later, if the utility is located in parks, markets & commercial areas etc. in consultation with NDMC. At some places it may be required to keep it open for round the clock, 24 hours in a day for all seven days a week. The decision of NDMC in this regard shall be final.
2. Dedicated Operations Team, for active monitoring of security and maintenance services on a daily basis.
3. Water must be always available for flushing and washing.
4. All fittings and fixtures are to be maintained in fully functional condition always.
5. The surroundings areas are to be kept cleaned at all times. The litter bins should not be overflowing at any time and disposal of garbage to be arranged to as required.
6. The advertisement panel to be kept clean from dust, stains etc. at all times. It is to be ensured that posters etc. are not posted on any of the panels and on structural part of Smart PTUs / CTUs.
7. No leakage from roof to be permitted.
8. Proper drainage is to be maintained and no accumulation of water, liquid etc. is to be allowed at any time.
9. The lighting arrangement at the Smart PTUs / CTUs is functional at all times. Electrical safety is to be ensured for users as well as CONCESSIONAIRE'S staff.
10. All structural members, sanitary fittings, electrical fittings and advertisement panel are to be inspected and maintained in good condition as per Good Industry Practices.
11. Broken floor and wall tiles are to be replaced within two days of such event.
12. The staff provided at the Smart PTUs / CTUs should be literate and courteous toward the users and assist handicapped and old age users. The staff will always be in uniform as approved by the EE(RIP).
13. The flower plants and shrubs are to be maintained and watered regularly and the wastes to be disposed off.
14. Security of all assets is to be ensured by the Concessionaire.
15. The advertisements on panels to be changed during off peak periods – preferably during night hours.
16. Exhaust fans should be functional always.
17. A round the clock mobile service van should be provided for attending to electric, plumbing and cleanliness related complaints.
18. The concessionaire shall be responsible to rectify minor complaint within 6 hours after receipt/ occurrence of complaint & major break down in any Electrical/ Sanitary installation shall be rectified next day failing which penalty @500/- per day shall be imposed.
19. Penalty for Rs 1,000/- Per Toilet / Per Day for improper quality of work i.e. improper cleaning, sanitation, improper supervision, short deployment of equipments and use of inferior quality of consumables as per the details given in Table 1 to Table 4 of Annexure 'D', the decision of NDMC will be final in this regard.

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ANNEXURE 'D'

REQUIREMENT FOR DESIGN AND MAINTENANCE OF PUBLIC TOILETS IN NDMC

INTRODUCTION

Public Toilets has evolved an embarrassing subject now a days and has gained widespread awareness and discussion. Toilet issues are related to Design, Behaviour, Public Health, Social Graciousness, Cleaning Skills and Methods, Building Maintenance, Accessibility, Setting Norms and Standards, Legislation, Research & Development, Technologies, Public Education and Environmental issues such as Water.

These issues are different in Public Toilets / Community Toilets than the same in building which serves different visitors than that of a shopping centre, a school, a hospital, an office, a coffee shop, etc.

The Toilet needs of a man are also different from a woman, a child, an elderly person, an infant and different kinds of handicapped people like the visually handicapped, blind, wheel-chair bound, etc. Furthermore, ethnic and cultural needs also have to be addressed.

Definition of "A Well Designed Toilet"

Anyone, who has even been in an overcrowded or uncomfortable public toilet, will value a good toilet design. The usual demands placed on a high-profile, high traffic and heavily used facility requires extra thoughts for each process. A well-designed public toilet has to be:

- (a) Clean and dry
- (b) Well ventilated
- (c) Easy to maintain
- (d) Carefully planned layout
- (e) Handicap friendly

There are various types of toilets such as Public Toilets, Community Toilets or Toilets in office or school etc.

Public Toilets facilities is generally open to any member of the Public or restricted to the patrons of the owner of the facility. Public toilets are places where one is obliged to ease oneself in unfamiliar surroundings among the strangers of the same sex. therefore, the fundamental principles of design of toilets include psychological studies and not just physical clearances and space requirement.

Design

1.0 Introduction

A number of different activity spaces are occupied by the appliances itself, additional space required by the user and further space for circulation within the toilets. In many cases, these latter spaces may overlap on occasion.

Placing the appliances in order of use simplifies the circulation and reduces the distance travelled by the user. Using sensor-operated appliances should encourage hygiene.

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No unsupervised installation can prevent vandalism. Even with the most vandal-resistant appliances, an unsupervised facility will eventually become sub-standard. In most cases, facility engineers and cleaners play an important role, which will result in well-maintained toilets. However, all designs should allow for individual items to be replaced. Pipe work, traps and electrical supplies should be concealed for aesthetic and hygiene reasons.

1.1 Layout

Single entrance/exit plans work satisfactorily provided the path of the users do not cross each other and the entrance is wide enough. Dispensing with the entrance door to the public toilet helps to improve the ventilation within the toilet.

Electronic products for toilets such as flush valves and faucets require minimum maintenance but offer enhanced operations that promote sanitation and perceived cleanliness because of hands-free operation. Simultaneously it has a lot of challenge in Public domain.

Directional signs leading to the toilets should not be too remote from main traffic area to avoid long distance walking for the aged with weak knees. It has to be easily accessible for those with urgency and for better personal safety for the user.

Signage's used should be sufficient and prominently displayed in all main traffic passageways, so that the user does not need to ask for directions.

Signage's used should show contrast of dark solid figure against a white background and significant to be seen by the visually handicapped and the aged.

The ratio of fittings in male and female toilets should be 1 W.C & 1 Urinal for male; 2W.C.s for female. As far as possible, fixtures such as urinals and W.C.s should be fitted back-to-back with common pipe ducts in between. All public toilets should be mechanically ventilated with an exhaust fan.

1.2 Lighting

A well-designed lighting system will save electrical energy and improve the appearance of the toilet. Dark and shadowy, off-coloured lighting can create the impression that a toilet isn't clean. Natural lighting can be used to help create a softer, friendlier environment.

All public toilets should be provided with warm-colour lighting for general lighting as well as down lights above the wash basin/mirror. The minimum general lighting level is 300 lux. Warm-colour lighting aids in creating a better ambience in the toilets, which in turn encourages more care and responsibility from the users.

1.3 Materials

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Materials shall be used of durable, resistant to vandalism and neglect. Detailed specification item wise are already given in **Annexure 'C'**.

Examples of good materials: -

- (a) Floor shall be of Non-slip ceramic tiles, natural stone, homogeneous tiles, terrazzo etc.
- (b) Wall shall be of Ceramic tiles, natural stone, homogeneous tiles, stainless steel, enamelled steel panels, glass block, aluminium panels, phenolic cladding etc.
- (c) Ceiling shall be of Mineral fibre board, fibrous plaster board, Aluminium panels or strips etc.

Carefully selected, durable materials minimise maintenance and prevent misuse. It is highly desirable that painted finishes are avoided, together with any materials, which are affected by moisture or corrosion (e.g. woodchip products and ferrous metals).

Floor finishes are important material support the image being presented. The finishes must be sufficiently durable to withstand the anticipated traffic levels and the toilet-cleaning frequency should also be sufficient to keep the floor looking well maintained and clean.

Non-slip homogeneous tiles are often selected because they are durable and are relatively easy to clean. The walls should be tiled, allowing the cleaners to sponge down the walls and floors thoroughly with little difficulty.

Wall and floor tiles of large surface areas are encouraged for easy maintenance. Use colours to brighten the toilet, create interest, and produce a conducive environment. Colour, achieved with materials and lighting, is one of the vital ingredients in creating ambience.

1.4 Urinals

All Urinals should be fitted with a flush valve and may be with an automatic flushing device. The fixture should be concealed for easy maintenance and to deter vandalism.

If two or more urinals are installed, one should be installed at child's height. As a further enhancement to keep the urinal areas dry, stainless steel grating could be installed over the drainage and below the urinal bowls.

1.5 Water Closets

All W.C.s should be wall hung or seated / stand and should be fitted with flushing device. The fixture should be concealed for easy maintenance and to deter vandalism. W.C. cubicles should be 850mm (min) x 1500mm (min).

An ablation tap coupled with hose and a spring-loaded nozzle should be installed in at least 1 W.C compartment in male and female toilets. Floor trap should be provided within the W.C. where it is fitted with the ablation tap. The flooring of W.C. cubicles should be properly graded towards the floor trap so as to keep the floor as dry as possible.

1.6 Wash Basins

The basins should have a minimum size of 500mm in length and 400mm in width.

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All wash basins should be installed into vanity tops, and located beneath the vanity.

Vanity tops should have backsplash and apron edges.

All wash basin taps should be to conserve water. The water pressure and tap/wash basin position should not cause water to splash onto user's body during activation.

Where there are two or more basins, one should be installed at child's height.

In order to keep the floor dry, the vanity top-cum-wash basin should be installed outside the toilets for common use by all users. Liquid soap dispensers, paper towel dispenser or hand dryer and litter bins should be installed adjacent to the washbasins.

1.7 Provision of Facilities

All public toilets should be fitted with:

- (a) Waste bins inside each male and female toilet..
- (b) Either paper towel dispenser or hand dryer, directly above or in close proximity to the washbasin.
- (c) Suitable air fresheners to promote a fragrant, pleasing environment.
- (d) Sanitizers in each W.C bowl/ urinal fitting.

1.8 SPECIAL NEEDS FOR UNIVERSAL ACCESSIBLE TOILET FOR PHYSICALLY CHALLENGED PERSONS (DIVYANG)

1.8.1 The provision of toilet for the handicapped in each Smart PTUs / CTUs.

Where sanitary provisions are to be made for wheelchair users, such provisions shall be in accordance with the requirements stipulated for Barrier-Free Accessibility for PTUs.

1.8.2 The wash basin in handicap toilets should be within reach from a seated position so that the handicapped can do his washing without shifting himself.

1.8.3 SPECIFICATIONS

Gentle Slope for ramps : 1:12 max

Landing : every 750mm of vertical rise

Width & Depth: Toilet clear inner size 1500mm to 1800mm.

Surface (ramp + landing) should be slip resistant.

A ramp should be accompanied by a flight of easygoing steps.

HANDRAILS

Handrails should be circular in section with a diameter of 40-50mm of Stainless Steel, at least 45 mm clear from the surface to which they are attached, at the height of 850-900mm from the

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floor, extend by at least 300mm beyond the head and foot of the flight and ramp, in the line of travel and firmly grouted in the ground.

TACTILE SURFACE

Ground surface of a different texture through tactile be provided for allowing/ guiding/warning for persons with vision impairment by a tactile signal. Line-type blocks indicate the correct path/route to follow. Dot type blocks indicate warning signal, to screen off obstacles, drops-offs or other hazards, to discourage movement in an incorrect directions and to warn of a corner or junction. Tactile should be placed 300 mm at the beginning and end of the ramps, stairs, and entrance to any door.

DOOR

Should provide a clear opening of 1100 mm, clear opening of at least 1050 mm with the door swing outwards

Be fitted with lever action locks and D- handles of circular section, between 850mm and 1100mm from floor level.

Also be fitted with vision panels at least between 900mm and 1500mm from floor level.

A distance of 450mm to 600mm should be provided beyond the leading edge of door to enable a wheelchair user to maneuver and to reach the handle. Be provided with a horizontal pull bar at least 600mm long on the inside and 140mm long on the outside at a height of 700mm,

WATER CLOSET (WC)

- An unobstructed space 900mm wide should be provided from the edge of the WC to the rear wall to facilitate side transfer, together with a clear space 1200mm in front of the WC
- Be located between 460mm to 480mm from the centerline of the WC to the adjacent wall.
- The top of the WC to be 475mm to 490 mm from the floor.
- Have a back support.
- Grab bars at the rear and the adjacent wall. On the transfer side-swing away/up type and on the wall side L-shape grab bars should be provided.

WASHBASIN

- Be of dimensions 520mm and 410mm, so mounted that the top edge is between 700mm-800mm from the floor have a knee space of at least 760mm wide by 200 mm deep by 65mm-680mm high.
- Lever type handles for taps are recommended
- Mirror's bottom edge to be 1000 mm from the floor and mirror may be inclined to an angle.

1.9 Installation Standards

All pipe works should be concealed, except for final connections to the fixtures. Pipework exposed to view should be chrome-plated.

Avoid surface mounting of cables. They should be fully concealed.

Avoid sharp corners or edges. Coved tiles or PVC strips should be provided along these edges as far as possible.

Access panels to pipe ducts should be located as far as possible in inconspicuous areas.

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Mirrors should be flush with the wall surface.

1.10 Ventilation System

Proper ventilation of a public toilet is one of the highest priorities. Ineffective ventilation can make a public toilet unbearable, even if it is well designed. Effective ventilation ensures that vitiated air is quickly extracted, and helps to avoid dampness and subsequent growth of mould on floors and walls.

The toilet air should be extracted to the outside by a mechanical ventilation system at a rate not less than 15 air charges per hour through exhaust fan.

1.11 Landscaping

The ambience of public toilets can be enhanced further by placing of wall pictures and illuminated by delicate lighting on them. The planters and aquarium shall also be provided inside the Toilet Block and aesthetic landscaping surrounding the toilet / near ingress / egress be developed.

Maintenance

2.1 Sequence of Cleaning

General cleaning should be carried out daily. It should follow a systematic sequence to avoid areas, which were previously cleaned from becoming wet and soiled again before the cleaning process is completed.

The general cleaning should be divided into spot and thorough cleaning. Spot cleaning refers to the process whereby only specific areas are cleaned, Thorough cleaning refers to the cleaning of the entire restroom and is usually carried out once a day.

The sequence of cleaning should follow this checklist:

- (a) Replace all expendable supplies
- (b) Pick up litter and sweep floor
- (c) Clean and sanitize commodes and urinals
- (d) Clean and sanitize basins
- (e) Clean mirrors and polish all bright work
- (f) Spot-clean walls, ledges, vents and partitions
- (g) Wet-mop floors
- (h) Inspect work and correct any errors

An inspection card should be used in the supervising and monitoring of the daily maintenance of the toilet. This card should be placed at the back of the entrance door to the toilet. A copy of the inspection card is shown herein annexed at **Table-1**.

2.2 Schedule Cleaning

Scheduled cleaning should be carried out periodically on a weekly, fortnightly or monthly basis (different surfaces, wares and fittings require different cleaning periods to maintain their cleanliness).

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Scheduled cleaning should be carried out during off-peak hours to avoid inconveniencing the user. The periodic cleaning schedule shown **Table-2** annexed herein should be adopted.

2.3 Timing and Frequency of Cleaning

The timing and frequency of cleaning should be determined by the crowd flow. Cleaning should be done more often during peak hours and less during off-peak hours.

2.4 Basic Equipment and Supplies

Different equipment for different joints and corners, as well as different disinfectants, should be used in the cleaning of different sanitary wares and fittings.

To carry out proper toilet maintenance, cleaners should have the equipment listed in **Table-3** annexed herein.

2.5 Correct Use of Cleaning Agents

Cleaners of public toilets should be trained in the proper usage of specific cleaning agents and equipment for different types of materials and finishes in the toilets, e.g. tiles, mirrors, stainless steel. A recommended list of the appropriate type of cleaning agents for the different types of finish is shown in **Table-4** annexed herein

2.6 Mechanical Ventilation System

Mechanical ventilation systems should be: -

- (a) Properly maintained to ensure maximum efficiency and optimal operating conditions.
- (b) Checked and serviced on a monthly basis. Cleaning of the systems should also be done weekly via wiping or dusting.

2.7 Training

Toilet cleaners / Toilet attendant should be properly trained and certified to perform the task well. Supervisors should also be trained with the right knowledge and skills to effectively supervise the cleaners.

2.8 Performance-Based Contracts

Toilet operators who engage cleaning labour / staff for toilet cleaning should specify in their contract a performance-based outcome rather than headcount-based outcome. The performance-based contract should also stipulate a requirement for trained cleaners.

3.0 User Education

Having public education messages in the toilets can help persuade users to do their part in keeping toilets clean. And other social message help to commuters as well maintained hygienic conditions as well as comfort to all.

3.1 Persuading Users to do their Part

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Having public education messages in the toilets can help persuade users to do their part in keeping toilets clean.

In order to be effective in persuading people to do their part, a message has to be

- (a) attended to
- (b) assimilated
- (c) remembered (for future action)

3.2 SIGNAGES FOR Smart PTUs / CTUs:-

- (a) Each Smart PTUs / CTUs displays a sign board **“Maintained by (Name of Agency) for NDMC”** along with the NDMC logo and well lit at inconspicuous area. The e-mail address of concessionaire and Engineer-in-charge with telephones numbers for any suggestion and complaint by the user.
- (b) LED signage of appropriate size at least in two number, shall be put on the Smart PTUs / CTUs as most visible locations for general public display **“Free Public Conveniences”** in **Hindi & English language.**
- (c) All the signage shall be preferably in Stainless Steel Plate for the following information :
Hand Dryers, Gents Toilet, Ladies Toilet, Toilet for Divyang, Dustbin, No Smoking area, Water ATM, ‘NDMC area’.
- (d) Social Message ‘keep the Toilet Clean’, ‘Save Water’ ‘Use Dustbin’
‘Don’t Spit’ ‘Wash your Hand’ etc.

3.2 Message Design

The message shall be readable for people readily attend to visuals. This makes the use of visuals an important part of the design of the message. Generally, visuals should be

- (a) Simple and uncluttered
- (b) Attractive
- (c) Eye-catching

The language of public education has to be kept simple. This helps ensure that the message reaches all regardless of their educational level. It also ensures that the message is attended to, understood and remembered for future action.

- i. Jargon, big words and long sentences should be avoided.
- ii. Slogans can be very effective because they are short, catchy and easy to remember.

3.3 Message Placement

The usual means of message placement in public toilets are posters and stickers.

To maximize the effectiveness of the message, the right medium and manner of displace should be selected.

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The main purpose of user education is to address specific behavioural concerns such as littering, careless aiming or the flinging of water everywhere

Placed strategically at the spot where the problem behaviour occurs. For example: on the wall above the urinal – to encourage better aiming; At the wash basin area – to discourage flinging of water everywhere.

Posters can be used to convey generic messages such as “Help Keep This Toilet Clean and Nice”.

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Table - 1

WASHROOM INSPECTION CARD

LOCATIONMONTH.....CHECKED BY.....

DATE	TIME	smell	floor	wash	Ubin	mirror	basin	soap	broom	light	fan	exhaust fan	DEFECTS	CHECKED BY	REMARKS

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Table - 2 A

Public Toilet, Operation, Cleaning and Maintenance

Frequency for Periodic / Thorough Cleaning in Smart PTUs / CTUs:-

PERIODIC CLEANING SCHEDULE		
ITEM	ACTIVITY	FREQUENCY
FLOOR	Machine scrub to ensure removal of soil from grouting	Fortnightly
Walls	Hand scrub to ensure removal of soil from grouting	Monthly
Bins	Hand scrub to ensure removal of soil from grouting	Fortnightly
Wash Basins	Scrub with scrubbing pad to remove stubborn stains	Weekly
Bowls Urinals	Scrub with scrubbing pad to remove stubborn stains. Scrub beneath rim to ensure removal of yellow stains	Weekly
Soap Dispensers	Dismantle and check / clear chokes	Weekly
Exhaust Fans	Wipe clean to remove dust	Weekly

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Table – 2 B

Frequency for Spot Cleaning of Smart PTUs / CTUs on daily basis.

Sr. No	Description of item/ maintenance task	Frequency for spot Cleaning
(i)	Cleaning of MS/ Stainless steel railing including balusters & Signages	Daily & as and when required.
(ii)	Cleaning of doors / windows	Daily
(iii)	Cleaning /Sweeping of pavement/ walkways / floors	Once in each shift & as and when required.
(iv)	Cleaning of litterbins etc.	Once in each shift & as and when required including disposal of litters etc. to the nearest NDMC dustbin/ compactors.
(v)	Cleaning & Sanitation of toilets/ WC/ Urinals etc.	Regular cleaning of toilets/ WC/ Urinals etc. in each shift and as and when required including dry and wet mopping to keep the floor clean and dry at all times.
(vi)	Cleaning of sanitary fixtures.	2 to 3 times in each shift & as and when required to keep fixture neat and clean.
(vii)	Removal/ disposal of waste of toilets, unchoking of WC, urinals etc.	Once in each shift & as and when required.
(viii)	Checking of all plumbing/ electrical connections / fitting/ fixtures in all the toilet.	Weekly basis or as and when required.
(ix)	Cleaning of surrounding of toilets.	Daily & as and when required.

Note:- Thorough cleaning once a day and spot cleaning for the remaining period as per the above frequency specified in Table 2 B.

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Table - 3

Public Toilet Operation, Cleaning and Maintenance

Equipment and supplies list for cleaners
1. Service tray or cart
2. Premixed glass cleaner (with spray bottle)
3. Premixed disinfectant cleaner (with spray bottle)
4. Disinfectant cleaner concentrate
5. Scouring power
6. Stainless Steel Cleaner (if necessary)
7. Toilet Bowl swab and container
8. Putty knife
9. Broom
10. Dust- Pan corner brush
11. Mop / Bucket / Wringer
12. Signages such as „Wet Floor“ and „closed for cleaning“
13. Duster (feather / lambs wool)
14. Clean cloth
15. Paper towels / toilet paper / soap
16. Gloves

Table - 4

CLEANING AGENTS FOR DIFFERENT FINISHES	
1. Wall / Floor (Ceramic, granite and marble tiles)	Use neutral based cleaners or disinfectants. Do not use acid based cleaner on marble
2. Glass / Mirror (Neutral cleaners can also be used)	Use ammonia – or neutral based cleaners
3. Sanitary Wares	Use disinfectant cleaners
4. Stainless Steel / Chrome	Use Stainless steel / chrome polish
5. Plastic / PVC	Use neutral based cleaners
6. Toilet Bowls	Use disinfectant or mild abrasive liquid cleaners

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**Construction / Reconstruction of Smart PTUs / CTUs at new sites and on old existing sites of
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Annexure 'E'

Format of Bank Guarantee for „Bid Security“
(To be executed on Requisite Non-Judicial Stamp Paper of Rs.100)

WHEREAS, (Name of the Bidder) wishes to submit his Bid for the selection of Concessionaire for „Construction / Reconstruction of Smart PTUs / CTUs at new sites and on old existing sites of Garbage Station / PTUs with Advertisement Rights in NDMC area on PPP Model“ hereinafter called “Bids”.

KNOW ALL MEN by these presents that we (Name of bank) of (city and country) having our registered office at _____ (hereinafter called “the Bank”) are irrevocably and unconditionally bound to the New Delhi Municipal Council or its successor, (hereinafter referred to as “ NDMC” in the sum of Rs. _____ (in Words)_____ which payment can truly be made to NDMC. The Bank binds themselves, their successors and assigns by these presents.

Sealed with the Common Seal of the Bank this _____ day of, 2016 THE CONDITIONS of this obligation are:

- (a) If the Bidder withdraws his Bids at any time during the stipulated period of Bid Validity specified in the RFP document and; or
- (b) If the Bidder, for the period of the Bid Validity as per RFP in NDMC’s opinion, commits a material breach of any of the terms and/or conditions contained in the RFP Documents and/or subsequent communication from NDMC in this regard; or
- (c) If the Bidders refuses to accept the minutes of pre bid meetings; or
- (d) If the Bidder, having been notified of the acceptance of its Bid by the NDMC fails or refuses to comply with the following requirements:
 - To submit the performance security as specified in the RFP document to New Delhi Municipal Council (NDMC)
 - Sign the Concession agreement as provided in the RFP Document.

We agree and undertake, absolutely, irrevocably and unconditionally to pay to the NDMC, as the case may be, the above amount without protest, delay or demur upon receipt of NDMC’s first written demand, without the NDMC having to substantiate its demand, provided that in its demand the NDMC will note that the amount claimed by it is due to it owing to the occurrence of one or more of the conditions set out above, specifying the occurred condition or conditions in the RFP.

The Guarantee will remain in force up to and including the date of expiry of the period of Bid Validity as stated in the RFP Document or as extended by NDMC at any time as per RFP, notice of which extension to the Bank being hereby waived.

Provided however, that

In the event that this Bidder is selected for award of the project through the issue of the Letter of Intent, the Bid Security shall remain in force until the date of signing of agreement by such Bidder

OR

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In the event this Bidder is not selected for award of the Project, the Bid Security shall remain in force up to and including a period of 60 days after the expiration of the bid validity period or signing of the agreement, which is later.

Any demand in respect of this Guarantee should reach the Bank not later than the date of expiry (as defined above) of this Guarantee.

The jurisdiction in relation to this Guarantee shall be the courts of Delhi and the Indian law shall be applicable.

SIGNATURE OF AUTHORIZED
REPRESENTATIVE OF THE BANK _____
NAME AND DESIGNATION _____
SEAL OF THE BANK _____
NAME OF THE WITNESS _____
ADDRESS OF THE WITNESS _____

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Annexure –‘F’

(Format of Technical Bid)

(The covering letter is to be submitted by the Bidding Company along with the other documents required)

Date :

Place:

To

The E.E.(RIP)

Room No. 2001-C,

2nd Floor, NDMC,

Palika Kendra, Sansad Marg,

New Delhi-110001

Dear Sir,

**Sub:- “Construction / Reconstruction of Smart PTUs / CTUs at new sites and on old existing sites of
Garbage Station / PTUs with Advertisement Rights in NDMC area on PPP Model”.**

Pursuant to the RFP document, issued by the NDMC, New Delhi, I/we hereby submit my/our completed bid for the captioned subject. Please find enclosed one original and one copy of our Technical Bid and one original of Financial Bid in separate sealed envelopes in respect of the selection of Concessionaire for construction / reconstruction, operation and maintenance of Public Toilet Utilities / Community Toilets for Group A in NDMC area in response to and complying with the RFP Document issued by NDMC.

I/we hereby confirm the following:

- (a) I/we have examined in detail and have understood the terms and conditions stipulated, in the RFP Document issued by NDMC, and in any subsequent communication, and reply to any other queries concerning the project sent by NDMC. We agree and undertake to abide by all these terms and conditions.
- (b) The information submitted with respect to our qualification criteria is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of my/our knowledge, understanding and belief. I/we would be solely responsible for any errors or omissions in our bid. I/we certify that we meet and shall adhere to meet continued eligibility criteria under all circumstances and agree to our disqualification if found non-complying with the same.
- (c) I/we acknowledge the right of NDMC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- (d) That I/we have not been barred by the [Central/State Government, or any entity controlled by them], from participating in any project (BOT or otherwise), and that no bar subsists as on the date of Application.
- (e) That I/we, in the last three years, have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral judicial authority or a judicial pronouncement or

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arbitration award against the bidder, nor have I/we been expelled from any project or contract nor has had any contract terminated for my/our breach.

- (f) I/we do not have any outstanding dues against NDMC (clarification required in case of disputed amount)
- (g) As required by the Terms and Conditions of the RFP document, I/we send herewith the Bank Guarantee as Bid Security for Rs. _____ (Rupees _____ only) issued by (name of Indian Nationalized/Scheduled Bank and Branch) dated _____.

For and on behalf of:

Signature :

(Authorized Representative and Signatory)*

Name of the person :

Designation :

(* enclose authorization letter)

Enclosures : Bid & other information as per RFP requirements

07

EE (RIP), NEW DELHI MUNICIPAL COUNCIL, NEW DELHI
**Construction / Reconstruction of Smart PTUs / CTUs at new sites and on old existing sites of
Garbage Station / PTUs with Advertisement Rights in NDMC area on PPP Model**

Annexure –‘G’

(Format of Financial Bid)

FORMAT FOR LICENSE FEE

**SUB: CONSTRUCTION / RECONSTRUCTION OF SMART PTUS / CTUS AT NEW SITES
AND ON OLD EXISTING SITES OF GARBAGE STATION / PTUS WITH
ADVERTISEMENT RIGHTS IN NDMC AREA ON PPP MODEL.**

We agree to pay NDMC a L i c e n s e fee amounting to Rupees..... (in words also) per month for Group A subject to minimum license fee of Rs 2.0 Lakhs (Rupees Two Lakh only) per month from COD issued by Independent Engineer or fifteen months from the signing of the agreement whichever is earlier. The license fee (payable) shall be increased by 5% (five percent) per year on the previous year license fee in subsequent years till end of the concession period.

The license fee is payable to NDMC on quarterly basis in advance in accordance with the provision of the RFP. COD means Commercial Operation Date for the Project issued by Independent Engineer after issuing the completion certificate for the project.

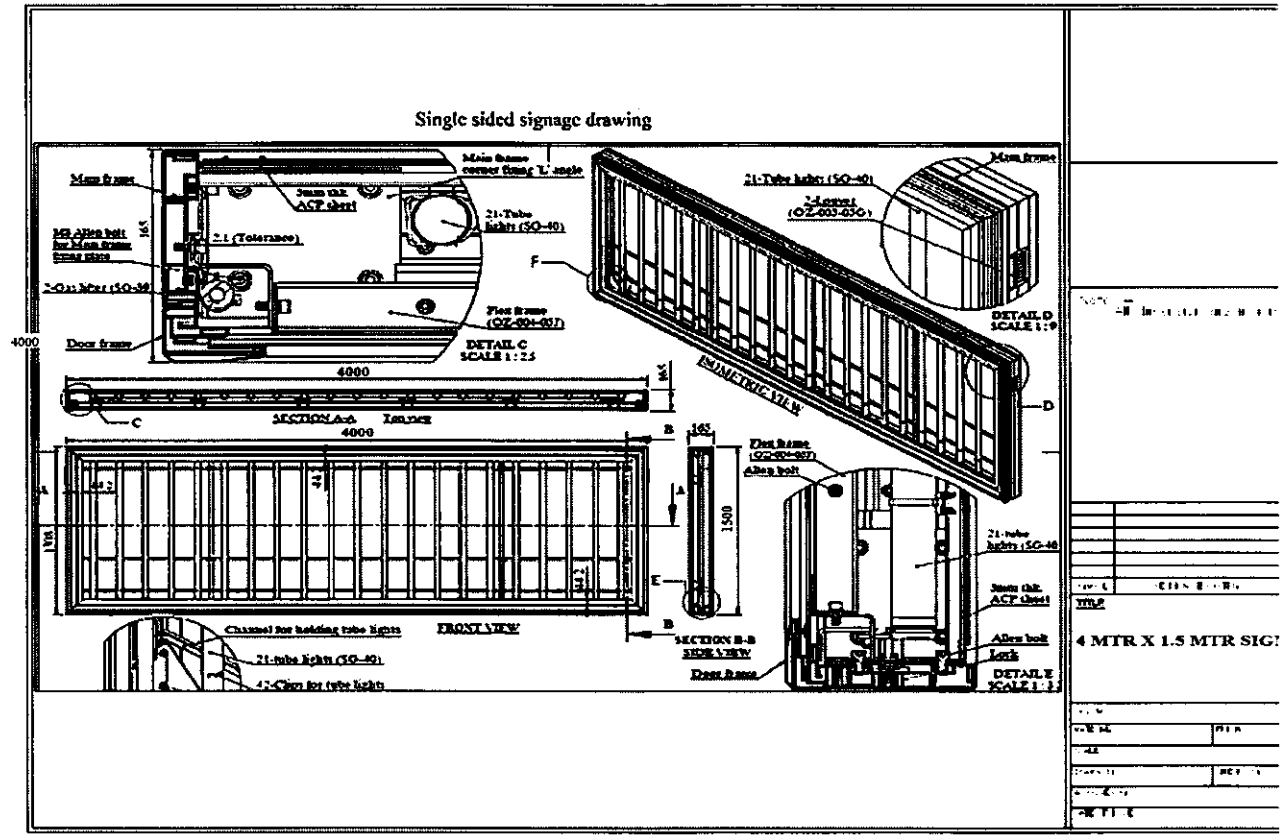
We agree to pay the license fee as applicable as prescribed in the RFP.

Authorized Signatory

(With Stamp of the concessionaire)

Q

Tentative Design for Backlit Advertising Panels / Digital Advertising Panel



DRAFT CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT is entered into on this the _____ day of _____ (Month) _____ (Year) at NEW DELHI.

BETWEEN

THE New Delhi Municipal Council, a body established under The New Delhi Municipal Council Act, 1994, having its Head Office at Palika Kendra, Parliament Street, New Delhi through Executive Engineer (RIP) or any other officer authorized in his/her executive capacity (hereinafter called "NDMC", which expression shall unless repugnant to the context or meaning thereof shall mean and include all successors assignee and nominees) of the one part

AND

M/s _____ Limited/Private Limited, a company having its registered office at _____ through _____ (herein after referred to as the "CONCESSIONAIRE" which expression shall unless repugnant to the context or meaning thereof shall mean and include all its successors, assignees, executors and administrators etc) of the other part.

PREAMBLE

WHEREAS

- A. NDMC intends to offer 39 Nos. Smart PTU's/ CTU's of Group-A (hereinafter referred to as PTU's/CTU's – Public Toilet Utilities/ Community Toilets Utilities) on License fee basis for 'Construction/ Reconstruction of Smart PTUs/ CTUs at new sites and on old existing sites of Garbage Station/ PTUs with advertisement rights on the specified area on the toilet blocks only, more particularly PTUs / CTUs are described in Annexure –A and herein after referred to as "the Project".
- B. In response to the invitation of RFP, NDMC received sealed proposals from the bidders including the CONCESSIONAIRE (as hereinafter defined) for the Project;
- C. NDMC, after evaluating the aforesaid invitation of RFP, accepted the proposal for Group-A submitted by the CONCESSIONAIRE and issued the Letter of Award dated _____(LOA) to the CONCESSIONAIRE; The Concessionaire accepted the LOA vide its letter of acceptance dated _____.
- D. In accordance with the requirements of the said proposal/bids submitted by the CONCESSIONAIRE, NDMC has agreed to grant the CONCESSION (as hereinafter defined) for the Concession Period of Ten Years (excluding the implementation period i.e. the period of construction/ reconstruction of Smart PTU's/ CTU's at new sites and on old existing sites of Garbage Station/ PTU's and at the end of the Concession Period to transfer the PTU's/CTU's to NDMC, on the terms, conditions and covenants hereinafter set forth in this Agreement.
- E. The CONCESSIONAIRE hereby accepts the CONCESSION granted and undertakes to implement the Project in terms of the CONTRACT.



NOW THEREFORE in lieu of the mutual promises and considerations set out herein, NDMC and the CONCESSIONAIRE (each individually a “Party” and collectively “Parties” hereto) hereby agree to be bounded by the provisions of this Agreement.

CONCESSIONAIRE

on behalf of NDMC

M/s _____

EE (RIP)

Division

08/

ARTICLE 1 : DEFINITIONS AND INTERPRETATION

1. Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meanings hereinafter respectively assigned to them:

"Accounting Year" means the financial year commencing from 1st April of any calendar year and ending on 31st March of the next calendar year.

"Agreement" means this Agreement including hereto, and any amendments thereto made in accordance with the provisions of this Agreement.

"Applicable Permits" means all clearances, permits, authorizations, consents and approvals under or pursuant to Applicable Laws, required to be obtained and maintained by the Concessionaire, in order to implement the Project and to provide the Project Facility in accordance with this Agreement.

"Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include any modifications to or any re-enactment thereof as in force from time to time.

"Commercial Operation Date (COD)" means Commercial Operation Date for the project from which concessionaire is allowed to collect revenue from commercial activities including the advertisement on PTUs/CTUs and to perform other obligations under this contract alongwith O&M. The commercial operation date will be the date of issue of Completion Certificate after implementation of project completely as per the certificate issued by Independent Engineer/ Engineer-in-charge.

The Partial Commercial Operation may also be allowed to the concessionaire after issue of partial completion certificate. Partial completion certificate will be issued after completion of the PTUs / CTUs as per the milestone progress achieved by the concessionaire and as defined in the Article 7.0. The maximum implementation period allowed is 15 (fifteen) months from the date of signing of this Agreement.

'Commencement Date' means, the date of signing of this agreement. The Smart PTUs / CTUs locations shall be handed over to the Concessionaire **within two weeks** from the date of signing of agreement. The reconstruction /construction of the Smart PTUs / CTUs shall be completed / implemented in **Fifteen months** from the date of signing of agreement within which the Concessionaire is expected to complete the designing / drawing, implementation as per the requirements in accordance with technical specifications and standards specified / defined herein.

'Concession Period': The Concession hereby granted is for a period of 10(Ten) years, excluding the implementation/ construction period of Fifteen Months from the signing of the agreement.

"Completion Certificate/ Partial Completion certificate" means the completion certificate issued by the Independent Engineer / NDMC for the project after completion of all PTU's / CTU's or as decided by the NDMC.

Partial completion certificate will be issued after completion of the PTUs / CTUs as per the milestone progress achieved by the concessionaire and as defined herein the Article 7.2.

"Concessionaire" means. The successful bidder M/s _____ and shall include its successor and permitted assigns expressly approved by NDMC.

"Dispute Resolution Procedure" means the procedure for resolution of Disputes set in Article 17.

"Drawings" means all of the drawings, designs, and documents pertaining to the Project submitted with NDMC, the final approved drawings for PTU's / CTU's for construction / reconstruction and "as built" drawings of the PTUs / CTUs after the completion.

'License Fee' means the license fee for the Group A payable by concessionaire to NDMC and is defined in the Article 9.0.

"NDMC" means New Delhi Municipal Council, a body established under The New Delhi Municipal Council Act, 1994, having its Head Office at Palika Kendra, Parliament Street, New Delhi through Executive Engineer (RIP) or any other officer authorized in his/her executive capacity.

"O&M" means the operation and maintenance of the "PTU's / CTU's" during the concession period for the Operations including but not limited to functions of maintenance and operation, performance of other services incidental thereto.

Operations Period" means the period commencing from the issue of completion certificate for the project / partial completion certificate and ending at the expiry of the Concession Period.

"Parties" means the parties to this Agreement collectively and "Party" shall mean either of the Parties to this Agreement individually.

"Performance Security" means the security in the form of a Bank Guarantee deposited by the Concessionaire towards the implementation & operations of this Project as defined in Article 5.3.

"Project Completion Schedule" means the target progress as per milestone set forth for the implementation of the Project in Article 7.0.

"Project Facility" means collectively the PTUs / CTUs and the facilities provided therein by the Concessionaire for the general public/ commuters in NDMC area through implementing the Project and more specifically set out herein.

"Project Site" means the locations for PTUs/ CTUs as set out in Annexure 'A' on which the Project is to be implemented in accordance with this Agreement.

"Scheduled Project Completion Date" means the date by which all the PTUs/ CTUs required to be designed, engineered, financed and constructed till completion by the concessionaire and it shall not be later than 15 (fifteen) months from the signing of the Agreement.

"Specifications and Standards for Design and Construction of PTUs/ CTUs" means the specifications and standards relating to the quality, capacity and other requirements for the Project as set forth in agreement and in technical bid and any modifications thereof, or additions thereto as included in the design and engineering for the Project submitted by the Concessionaire to, and expressly approved by NDMC.

"Termination" means termination of this Agreement and the Concession hereunder pursuant to a Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include the expiry of this Agreement/Concession due to expiry to the Concession Period in the normal course.

"Termination Date" means the date on which the Termination occurs which shall be the date defined in Termination Notice delivered or deemed to have been delivered by a Party issuing the same to the other Party in accordance with the provisions of this Agreement.

"Termination Notice" means a communication in writing by a Party to the other Party regarding Termination in accordance with the applicable provisions of this Agreement.

1.2 Interpretation

In this Agreement, unless the context otherwise requires,

- (a) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- (b) references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws which have the force of law in any State or Union Territory forming part of the Union of India;
- (c) the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities

(whether or not having a separate legal entity);

- (d) the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words "include" and "including" are to be construed without limitation;
- (f) references to "construction and reconstruction" include engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction and to reconstruction include the demolition of existing Garbage Station / PTU, removal of debris and construction of PTU as defined above.
- (g) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (h) any reference to day shall mean a reference to a calendar day;
- (i) any reference to month shall mean a reference to a calendar month;
- (j) the Schedules, LOI, LOA, Bid submitted by concessionaire, Pre-bid minutes of meeting and RFP to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (k) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- (l) references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- (m) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Engineer-in-Charge shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such Party or the Engineer-in-Charge, as the case may be, in this behalf and not otherwise;
- (n) unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates.

1.3 PRINCIPLES OF INTERPRETATION

- a. Words importing Persons or Parties shall include firms, companies, corporations, trusts, associations and any organizations having legal capacity to sue and be sued in their names.

- b. Words importing the singular also include the plural and vice-versa where the context requires.
- c. Words importing one gender also include other gender.
- d. Any word not specifically defined herein shall have the same meaning as is given in the standard Oxford Dictionary, with reference to the context in which it is used.

1.4 PRIORITY OF DOCUMENTS

The documents referred to in this Agreement and forming part thereof are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Concessing Authority shall issue any necessary clarification or instruction to the Concessionaire, and the priority of the documents shall be as follows: -

- i) The Concession Agreement and letter of award and letter of intent.
- ii) The written Clarifications of the pre-bid meeting.
- iii) The bid submitted by the Concessionaire.
- iv) RFP Document issued by NDMC.

2. CONCESSION

- 2.1 Grant of Concession:** Subject to and in accordance with the terms and conditions set forth in this Agreement, NDMC hereby grants and authorizes the Concessionaire to 'Construction/ Reconstruction of Smart PTUs/ CTUs at new sites and on old existing sites of Garbage Station/ PTUs, with advertisement rights in NDMC area on PPP Model' the Project Facilities and to exercise and/or enjoy the rights to collect revenue from advertisements at 39 PTUs/CTUs mentioned at in Annexure- A.

2.2 CONCESSION PERIOD

The concession period is 10 (Ten) years and will be commenced from the date of grant of COD or after expiring of fifteen months of implementation period from the date of signing of the concession agreement, whichever is earlier.

- 2.3 Acceptance of the Concession:** The Concessionaire hereby accepts the Concession and agrees and undertakes to perform/discharge all of its obligations in accordance with the terms and conditions set forth in this Agreement.

3. Project Site

3.1 Project Site

- a) NDMC hereby undertakes to handover to the Concessionaire physical possession of the Project Site (PTU's/CTU's) free from encumbrance within two weeks from the date of signing of this Agreement together in phased manner

with the necessary rights of way/way leaves for the purpose of operation the project in accordance with this Agreement.

- b) NDMC confirms that upon the Project Site being handed over pursuant to the preceding Sub-Clause (a), the Concessionaire shall have the right to enter upon, occupy and use the Project Site and to make at its costs, charges and expenses such development and improvements in the Project Site as may be necessary or appropriate to operation the Project in accordance with the provisions of this Agreement.

- 3.2 The title of interest, ownership and rights with regard to Smart PTUs / CTUs constructed/ repaired/renovated/converted by the Concessionaire for NDMC along with fixtures/fittings provided therein and the land allotted by the NDMC under the concession agreement shall vest with the NDMC except that these Smart PTUs / CTUs will be operated and maintained by the Concessionaire during the concession period as per the concession agreement. After the end of the Concession Period all the assets created by the concessionaire will be handed over to NDMC in good working conditions.

3.3 Peaceful Possession

NDMC warrants that:

- a) The Project Site having been acquired through the due process of law belongs to and vested in NDMC, and that NDMC shall have full powers to hold, dispose of and deal with the same consistent, inter alia, with the provisions of this Agreement;
- b) The Concessionaire shall have no obligation/liability as to payment of any compensation whatsoever to whomsoever the Project Site or any part thereof had been acquired from and that the same shall be the sole responsibility of NDMC; and
- c) The Concessionaire shall, subject to complying with the terms and conditions of this Agreement remain in peaceful possession and enjoyment of the Project Site during the Concession Period. In the event the Concessionaire is obstructed by any Person/Company claiming any right, title or interest in or over the Project Site or any part thereof NDMC shall, if called upon by the Concessionaire, defend the Concessionaire against such claims and proceedings and also keep the Concessionaire indemnified against any direct or consequential loss or damages which the Concessionaire may suffer, on account of any such right, title, interest or charge.

3.4 Rights and Title over the Project Site:

- a) The Concessionaire shall have exclusive rights to the use of the Project Site in accordance with the provisions of this Agreement.
- b) The Concessionaire shall allow access to, and use of the Project Site/Project Facility for the authorities/agencies laying telegraph lines, electric lines or such other public purposes as NDMC may specify, provided that such access or use does not result in a Material Adverse Effect or closure of Project Facility for a period exceeding 30 days at a stretch at any location and that NDMC undertakes

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to ensure that the Project Facility is restored at the cost and expenses of NDMC as per the Specifications and Standards.

- c) The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the Project Site save and except as set forth and permitted under this Agreement provided however that nothing contained herein shall be construed or interpreted as restriction on the right of the Concessionaire to appoint any Contractor for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Project/Project Facility.

4. SCOPE OF WORK

4.1 Construction and Reconstruction of Smart PTU's / CTU's

- a. The Smart PTUs / CTUs on "Design, Finance, Built, Operate and Transfer" (DFBOT) basis shall be constructed / reconstructed with operation and maintenance during the Concession period by the concessionaire. Smart PTU's / CTU's, shall have the provision of the space for desired facilities such as Wi-Fi, Potable Water ATM, e-commerce ATM (Bank ATM), 'NDMC area' (Facilitation Centre) and Solar Photovoltaic Roof Top Panels.
- b. A group of 39 Nos. PTU's / CTU's as per Annexure - A are consisting of the new locations of Smart PTUs / CTUs, Existing Garbage Stations and old existing PTUs / CTUs.
 - i. At new locations of Smart PTUs / CTUs, the Smart PTUs / CTUs are to be constructed under this agreement.
 - ii. At the location of Existing Garbage Stations, the Garbage Stations is to be converted into Smart PTUs / CTUs after demolition.
 - iii. At the location of old existing toilet blocks, re-construction of Smart PTUs / CTUs are to be constructed after demolition under this agreement.
- c. The Smart PTUs / CTUs locations shall be handed over to the Concessionaire **within two weeks** from the date of signing of agreement. The reconstruction /construction of the Smart PTUs / CTUs shall be completed / implemented in **Fifteen months** from the date of signing of agreement within which the Concessionaire is expected to complete the designing / drawing, implementation as per the requirements in accordance with technical specifications and standards specified / defined herein.
- d. The Garbage Station/ PTU's which already exist and will be handed over to concession on as it is where it is basis.

4.2 DESIGN OF INDIVIDUAL SMART PTUS / CTUS

The design of individual Smart PTUs / CTUs location wise has to be furnished by the Concessionaire for approval by the Independent Engineer engaged by NDMC before construction activities at site. A tentative layout for Smart PTUs / CTUs is given herein for

reference at **Annexure 'B'**. The other desired facilities such as e-commerce Bank ATM / Wi-Fi/ Water ATM, 'NDMC Area' are given in Annexure -A for providing in each Smart PTUs / CTUs as per the location specific requirements approved by the NDMC.

4.3 The Architectural and Engineering working drawing are to be prepared and submitted by the concessionaire **within four weeks** from the date of possession of site for approval by the NDMC in further **two weeks" time**.

- (a) The design of Public Toilets Units near the market, Road side locations and of Community Toilets may be different as per the requirements, since in market Urinal Pots are required more than the WC seats and in Slum area No. Of WC seats are required more than other facilities. Therefore, location wise design of Smart PTUs / CTUs is the most important aspect alongwith the other smart facilities.
- (b) Location wise design / drawings for Public Toilets and Community Toilets with required facilities are to be submitted by Concessionaire for approval by the NDMC / Independent Engineer / PMU as per the site feasibility.
- (c) The Concessionaire would be given the right to collect the revenues from advertisement and other permitted commercial activities except the space as 'NDMC area'. The 'NDMC area' shall be about 35 sq. feet, which is allowed to be used by NDMC for Facilitation Centre / Health ATM etc. and no payment would be made to use this space (NDMC Area) to the concessionaire by the NDMC during the concession period.
- (d) The concessioner will operate and maintain the Smart PTUs / CTUs and housekeeping of all the facilities provided within the Smart PTUs / CTUs block. NDMC may assign / give the 'NDMC area' to the other operator / companies / agency / individuals to run the permitted commercial activities except advertisement on the 'NDMC area'. Other area for e-commerce (Bank ATM) and the Potable Water ATM can be assigned / given to the companies / agency / bank / individuals to run the permitted commercial activities by the concessionaire.
- (e) **Advertisement** is the major source of revenue from permitted advertisement space as per the design approved by NDMC (15 sq mtr per Smart PTUs / CTUs subject to maximum 18 sq meter) and other permitted commercial activities such as e-commerce ATM, Potable Water ATM"s / Vending Machines, Wi-Fi etc.
- (f) In case for Digital Advertisement Panels the necessary permissions have to be obtained from Delhi Police and other statutory body. Similarly necessary approval / permissions for Wi-Fi from the statutory body / department have to be obtained by the concessionaire.

4.4 REQUIREMENT OPERATION, CLEANING AND MAINTENANCE

- a) The reference requirement for better operation, cleaning and maintenance of Smart Public toilets / Community Toilets are given in the **Annexure D 3** herewith, specially for cleaning schedule item wise, frequency of cleaning, required