



Ref 2514 (PW)
III Eng 842/2017

Date 28-08-2017

INVITATION OF LIMITED TENDER FOR OPERATION-MAINTENANCE OF COMMUNITY TOILETS, PUBLIC TOILETS & ALLIED AMENITIES OF CMC

NOTICE INVITING LIMITED TENDER

Sealed Limited Tender is invited from empanelled agencies of H&U.D Dept., Govt. of Odisha/ Local Women SHGs having E.P.F registration, valid GST In number, IT PAN Card for, **“Operation & Maintenance of Existing as well as to be constructed Community Toilet/Public Toilet (CT/PT) of Cuttack City”**. The toilet complex shall be licensed to the selected agencies for a period of **15 (Fifteen) years**. However, the title of the land will continue to remain with the Cuttack Municipal Corporation (CMC). The selected bidders shall maintain the toilets for a period of 15 years. User charges shall be collected from the users. The charges per users per use will be decided by the Cuttack Municipal Corporation from time to time in consultation with implementing agency concerned. The tenderer should submit their offer along with valid GST In, IT PAN card & other related documents as mentioned in tender schedule/Financial Bid (**Annexure I**).

Sl. No.	Item	E.M.D	Paper Cost	Agreement Period of Operation & Maintenance
1	2	3	4	5
1	Operation & Maintenance (O&M) of Existing as well as to be constructed Community Toilet/Public Toilet (CT/PT) of Cuttack City	Rs 1,00,000/-	Rs 10,000/-	15 (Fifteen) Years

1. The empanelled agencies of H&U.D Dept., Govt. of Odisha/ Local Women SHGs has to follow the instruction of the Authority/Engineer in charge while Operation & Maintenance of Existing as well as to be constructed Community Toilet/Public Toilet (CT/PT) of Cuttack City”.
2. The detailed Limited Tender Call Notice, description & scope of work and all other terms and condition will be available in CMC website **www.cmccuttack.gov.in** with effect from **11.00 A.M. of 01-09-2017 to 4.00 P.M. of 15.09.2017**.
3. The sealed Limited Tender should reach the undersigned by **16-09-2017** up to **3.00 P.M** at the latest through **Registered post/Speed post only**. The Tender will be opened on **18-09-2017 at 4.00 PM** in the presence of Tenderers or their authorized representatives who ever is present.



Ref 2514 (PW)
III Eng 842/2017

Date 28-08-2017

4. If the offices happens to be closed on the date of receipt, opening of the Tender as specified, the Tenders will be received / opened on the next working day at the same time and venue. The Tenders will not be accepted after due date and time.
5. Earnest Money Deposit (EMD) as mentioned above should be submitted in shape of National Saving Certificate (NAC) / Kissan Vikash Patra (KVP) / Post Office Savings Book (POSB) / Post office term deposit (POTD) / Fixed Deposit Receipt (FDR) of any Nationalize Bank / Schedule Bank pledged / Demand Draft/Bankers Cheque drawn in favour of Commissioner, Cuttack Municipal Corporation, Cuttack.
6. Paper cost as mentioned above should be submitted in shape of Demand Draft/Bankers Cheque drawn in favour of Commissioner, Cuttack Municipal Corporation, Cuttack
7. Successful bidder has to deposit Rs. 4.0 Lakh (Four Lakh) only more as Performance Guarantee (totalling 5 lakh) and remaining Rs. 1.00 Lakh already deposited as EMD shall be treated as Performance Guarantee in case of successful bidder at the time of executing contract for Operation & Maintenance of above mentioned toilets. The agreement is to be executed within one month of taking up of Operation & Maintenance job.
8. No interest whatsoever shall be paid on the amount of Performance Guarantee deposited by the agency, whosoever takes responsibility of **Operation & Maintenance (O&M)** of toilets.
9. The scope of tender includes Operation & Maintenance of Public Toilets & Community Toilets are annexed as **(Annexure "II")**. The same can be increased/decreased during agreement period.
10. Conditional Tender will not be accepted.
11. The empanelled agencies of H&U.D Dept., Govt. of Odisha/ Local Women SHGs are advised to inspect the Existing as well as to be constructed Community Toilet/Public Toilet (CT/PT) of Cuttack City on any working days during office hour.
12. It must be noted that Consortium/Joint Venture approach is not acceptable.
13. Interested empanelled agencies of H&U.D Dept., Govt. of Odisha/ Local Women SHGs may obtain further information and clarification on any matter relating to Operation & Maintenance of Existing as well as to be constructed Community Toilet/Public Toilet (CT/PT) of Cuttack City from the office of City Engineer/City Health Officer , Cuttack Municipal Corporation, At :- Vikash Bhawan, Jaganath Lane, Cuttack
14. The undersigned will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.



Ref 2514 (PW)
III Eng 842/2017

Date 28-08-2017

15. Statutory deduction of taxes as per prevailing Govt. order in force like GST In, EPF, ESI' Income Tax, any other Central Govt. taxes etc. will be made at source from the bills.
16. The Sealed Limited Tender containing Financial Proposals in the prescribed formats completed in all respects, shall be submitted to the Executive Engineer II, Cuttack Municipal Corporation, At Bikash Bhawan, Jaganath Lane, Badambadi , Cuttack clearly super scribing on the envelope **“Proposal for Operation & Maintenance (O&M) of Existing as well as to be constructed Community Toilet/Public Toilet (CT/PT) of Cuttack City”** through Registered post/Speed post only.
17. Submission of Sealed Limited Tender by fax, email or other electronic means will not be accepted. It is the responsibility of interested party alone to ensure that its Sealed Tender is delivered at the prescribed address by the stated deadline. The ULB shall not be held responsible for any delay in delivery or loss of document(s) during transit.
18. Financial bid shall clearly state about the sustainable economic model for operating & maintaining as per the terms & conditions of the tender. The financial bid should also clearly mention about:-
 - a. Amount to be paid by Cuttack Municipal Corporation to the successful bidder for the O&M of all the **Community toilets**
 - or
 - b. Amount to be paid by successful bidder to Cuttack Municipal Corporation on monthly basis as royalty for the O&M of all the **Public toilets**

19. Standards of Maintenance of Public Toilets

- a. The agency shall engage one person for every unit in each shift (one shift - 8 Hours) of Public Toilet for cleaning and washing the unit round the clock, including public holidays to carry out the following Sanitation works:
 - Daily washing with water.
 - Daily phenyl washing.
 - Sweeping up to 50 mtrs around the structure and sprinkling of disinfectant mixture of 200 gms (50 gms bleaching powder and 150 gms lime).
 - 0.5 liters of acid per unit.
 - Removal of solid waste.
 - Custodian duty (protecting the structure against damage and misuse) and to prevent open urination surrounding the unit.
 - Removal of handbills and washing of scrubbing inside and outside the structure.



CUTTACK MUNICIPAL CORPORATION

Ref 2514 (PW)
III Eng 842/2017

Date 28-08-2017

b. The agency shall have to furnish weekly report on the prescribed proforma to the Municipal Commissioner/City Health Officer/City Engineer through the area Sanitary Inspector/ Supervisor.

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

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

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

f. The following implements / disinfectants shall be supplied by the Agency to the staff Engaged by them.

- Cleaning Brooms
- Sweeping brooms
- Coir brush
- Scraping Sheet
- Bamboo Basket
- Plastic containers
- Bamboo Reapers
- Plastic Buckets
- Plastic Mug
- Sponge piece
- Washing Soap
- Identity Card
- Apron inscribed CMC
- Phenyle
- Acid
- Bleaching powder and lime powder

g. The officials authorized by the Commissioner, Cuttack Municipal Corporation will supervise the work from time to time and point out any unsatisfactory service rendered



Ref 2514 (PW)
III Eng 842/2017

Date 28-08-2017

by the selected agency and shall be entitled to give suggestions as may be considered necessary and the selected agency shall be bound to carry out the work.

h. In the event of incomplete and unsatisfactory service, negligence or slackness is found by the agency in carrying out the work, Cuttack Municipal Corporation shall call for the explanation and terminate the contract, if there is no improvement even after (repeated) instructions.

i. The selected agency shall ensure that the labour engaged by him to carry out the work shall not claim any right whatsoever against Cuttack Municipal Corporation by virtue of service rendered under this contract and shall not hamper the work by resorting to demonstration, agitation etc.

j. The selected agency shall be held responsible for all or any of the act done by the staff /workers and shall be alone responsible for the payment of wages or any loss or damage caused by them during the course of service or work undertaken and shall also be responsible and be liable for payment of any compensation under workmen compensation Act. The Cuttack Municipal Corporation will not be liable for any such event whatsoever.

k. That agency shall not engage child labour and shall agree and permit the workers to avail weekly off.

l. The agency should make available Suggestion Box and Complaint Register within the premises of the Public Toilets for users.

m. The agency shall not sublease or assign any part or portion of the work or the whole on the basis of the commission to others. If such conduct or action is found and brought to the notice of the CMC, the CMC is entitled to rescind and cancel the contract altogether.

n. The CMC has the authority either to suspend or to cancel the contract when it is not desirable to continue the contract at any point of time without giving any notice.

o. The CMC also reserves the right to alter, modify, change or remove any of the conditions mentioned in the agreement without any reason.

20. Penalties for Lapses / Shortfalls in O&M of Public Toilets

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



Ref 2514 (PW)
III Eng 842/2017

Date 28-08-2017

No.	Performance indicator	Penalty per item/all items/per day
1	Sweeping of the entire complex not done and sprinkling of disinfectants not done (once daily)	Rs 25/ per day
2	Cleaning and washing of the entire complex not attended (once daily)	Rs 20/ per day
3	Cleaning and washing of toilets not attended (every hour)	Rs 30/ per day
4	Supervisor absent (per day at each unit)	Rs 25/ per day
5	Phenyle not used (per wash)	Rs 5/ per day
6	Acid not used (weekly)	Rs 3/ per day
7	On genuine complaint from the user(s)	Rs 20/ per day
8	On report from the inspection team/visiting Officer	Rs 50/ per day

21. Terms & Conditions for O & M of Public Toilet

- a. This AGREEMENT shall be governed in accordance with the laws of India.
- b. The selected bidders shall Operate and maintain the Public toilets for a period of **15 years**. User charges shall be collected from the users (urinals/ toilets/bathing).
- c. Yearly Renewal will be considered after Licensed Period on the satisfactory performance during the preceding period.
- d. The CMC shall provide Public Toilet to the agency in terms of size, location and workability etc. The title of the land will continue to vest with the CMC.
- e. The CMC shall fix timing of the opening and closing of the complex.
- f. The agency shall collect the user charges from the users of Public toilets which is to be approved by the CMC. Any revision in charges shall be determined by the CMC in its sole discretion
- g. The agency shall operate and maintain the complexes to the entire satisfaction of CMC and clean regularly toilets, urinals, floors, walls, and ceilings of the interior as well as the exterior of the complexes and ensure continuous serviceability as also continuous availability of clean water. He shall ensure that the requisite quantity of cleaning materials such as phenyl, acid, naphthalene balls are used to ensure that the toilets look clean and free from foul smell at all time and that soap, towels, hand driers are available to the extent required.



Ref 2514 (PW)
III Eng 842/2017

Date 28-08-2017

- h. The selected agency/ organization shall maintain the facility as per a maintenance schedule agreed between the two. The CMC may engage third party evaluators to check the quality of maintenance and in case the maintenance is found to be deficient the CMC may fine the agency/ organization.
- i. The agency shall ensure that each toilet structure displays a signboard “Operate and maintained by _____, for CMC” along with the logo and well lit Public Convenience prominently on the walls of the structure. The height of this letter shall be at least 15 cms.
- j. The charges towards electricity, water, sewage and other such amenities as required by the agency shall be included in the maintenance cost and will not borne by the CMC.
- k. The agency will have to pay an annual license fees to the as quoted in the Financial bid . CMC shall fix the reserve price.
- l. The agency shall not display or allow to display or exhibit any picture / posture /statute or other articles in any part of the premises that are repugnant to the general standards of morality. The agency expressly agrees that the decision of the CMC in this regard shall be conclusive and binding on the agency.
- m. There should be provision of advertisement spaces in each public toilet. The size of the advertisement space should be decided by CMC in consultation with the selected agency.
- n. The agency shall ensure that the premises are not used for playing games etc., which involves stakes / betting, play cards etc., or for any un-lawful activities.
- o. Agency/ organization can use the premises for displaying any bill boards, advertisements, neon / glow signs etc after obtaining permission for the same from CMC. The advertising policy for generating revenue will be regulated by the CMC concerned.
- p. The agency shall ensure adequate water for general cleanliness of the public Toilets for which CMC shall have no objection to the agency for installing a tube well at each site in addition to the water that may be supplied. Rain water storage can be incorporated as an additional requirement to decrease burden on portable water from public utility or underground.
- q. The agency shall prepare an inventory of the fittings and fixtures that are installed in the public Toilets and will also provide the necessary details to CMC before agreement. The possession of the entire structure along with fittings and fixtures provided in the public convenience will be handed over to the CMC, on the conclusion of the agreement without causing any damage.
- r. The title of interest, ownership and rights with regard to public Toilets O & M by the agency for CMC along with fixtures / fittings provided therein and the land allotted by the



Ref 2514 (PW)
III Eng 842/2017

Date 28-08-2017

CMC shall vest with the CMC except that these will be operated and maintained by the agency as agreed in this agreement.

s. In case of loss due to theft or damage to the assets created in the public Toilets, the agency shall be responsible for making good the same immediately at its own cost and shall continue to keep the complex operational and available for public use, to all times, as prescribed.

t. Disputes if any arising during the Operation & maintenance period between CMC and the agency shall be referred to the sole arbitration of the CMC or a person nominated by him (the fact that the person so nominated is also an employee of CMC shall not be a bar on his acting as an Arbitrator, nor shall any of the parties have any objection to his nomination for the said reason). The decision of the Sole Arbitrator so appointed shall be final and binding on both the parties. The venue of Arbitration shall be at Cuttack. The courts in Cuttack shall have exclusive jurisdiction, to the exclusion of all other suits.

u. The CMC shall have the right to cancel / remove / terminate the agreement at any stage in case of breach of any of the stipulated terms and condition by the agency or in case their performance is not found satisfactory. The CMC shall be entitled terminate the agreement in case of any neglect or lapse on the part of the agency in respect of the regular maintenance of the public Toilets in clean and hygienic conditions and to keep the public convenience in a state of good repairs at the cost of agency.

v. The Public Toilet and the work assigned to the agency by the CMC shall not be transferred by the agency to any person, trust, society or institution in any manner whatsoever at any time whether during or after the termination of this agreement.

w. The premises of public Toilets complex shall not be used by the agency for purpose other than that for which it is allowed under the agreement for operation and maintenance.

x. Provision of care-taker rest room should be made within the premises of the public toilet preferably at the entrance of the building.

y. The agency or its employees or agents shall behave and deal with courtesy with the users of these public Toilets.

z. The agency will not use or allow any person to use public convenience for residential purpose and not keep any animal / motor vehicle in or around the complex other than one attendant and one security guard to ensure continuous serviceability.

aa. The agency shall be allowed to plant flowering and other shrubs around each convenience subject to the approval by the CMC who is responsible for ensuring right of way to the public.



Ref 2514 (PW)
III Eng 842/2017

Date 28-08-2017

- bb. The agency shall ensure enforcement of existing labour laws. Minimum Wages Act and at no point of time, the CMC shall be drawn into litigations on these counts.
- cc. The agency shall execute the agreement within 7 days on the receipt of issuance of letter of award.
- dd. The agency shall ensure that services of water supply, sewerage, drainage, electricity, telephone etc., in this vicinity encountered during the period of running /maintenance of the toilet block are not damaged. In case these are required to be shifted, the same shall be done by the permission of the department.
- ee. On the completion of the contract period, the agency shall hand over the public Toilets along with fixtures and fittings, inventory, structures in good working condition to the CMC within 24 hours and will not put any resistance failing which the premises shall be evicted and the CMC shall assume the occupation without any notice whereupon the agency will have no claim.
- ff. Any of the conditions mentioned above can be altered, modified, changed or removed by the appropriate authority as per the necessity without assigning any reason and the new conditions shall be binding on the part of the agency.

22. Standards of Maintenance of Community Toilets

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

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

23. Implements / Disinfectants for Community Toilets

The following implements / disinfectants shall be supplied by the agency to the staff engaged by them.

- a. Compressor propelled mechanized cleaner
- b. Cleaning brooms



Ref 2514 (PW)
III Eng 842/2017

Date 28-08-2017

- c. Sweeping brooms
- d. Coir brush
- e. Scraping sheet
- f. Bamboo basket
- g. Plastic containers
- h. Bamboo reapers
- i. Plastic buckets
- j. Plastic mug
- k. Sponge piece
- l. Washing soap
- m. Identity card
- n. Apron inscribed 'the ULB'
 - o. Phenyle
 - p. Acid
 - q. Bleaching powder and lime powder.

24. Reporting and Supervision of Community Toilets

- a. The agency/organization shall have to furnish weekly report on the prescribed format to the Municipal Commissioner/City Health officer/City Engineer through the area sanitary supervisor.
- b. The concessionaire/ representative of the organization shall personally visit the urinals/ toilets regularly twice a day to keep watch over the performance of the workers employed by him.
- c. The agency shall carry out the work by engaging men and equipment and provide the disinfectants and implements for cleaning and arrange for sufficient water supply at the urinal / toilets for cleaning.
- d. The agency should arrange for sufficient water supply at the structure for cleaning and washing.
- e. The officials authorized by the Commissioner, CMC will supervise the work from time to time and point out any unsatisfactory service rendered by the party of the first part and shall be entitled to give suggestions as may be considered necessary and the party of the first part shall be bound to carry out the work.
- f. In the event of incomplete and unsatisfactory service, negligence or slackness is found on the party of the first part in carrying out the work, the corporation shall call for the



Ref 2514 (PW)
III Eng 842/2017

Date 28-08-2017

explanation and terminate the contract, if there is no improvement even after (repeated) instructions.

25. Terms & Conditions for Community Toilet

- a. The selected bidders shall Operate and maintain the Community toilets for a period of 15 (Fifteen) years.
- b. Yearly renewal will be considered after licensed period on the satisfactory performance during the preceding period.
- c. The CMC shall provide Community Toilet to the agency depending upon the availability. The title of the land will continue as it is.
- d. Maintenance Charges fixed by Cuttack Municipal Corporation basing on offer furnished in Financial Bid may be finalized and paid to the Agency on monthly basis. CMC shall pay maintenance charges to the agency in each month within one week on receipt of requisition from the Agency.
- e. The Minor repairs such as leakage of pipe joints repair of pipe line, changing of Washers, replacement of gland packing. Nut bolt, Electric bulb, P.H & Sanitary fittings, cleaning of overhead tank, Cleaning of Septic Tank & Soak Pit & minor repair of electrification etc. within the estimated value of **Rs 5000/- (Rupees Five Thousand) only per month** will be borne by Agency.
- f. The CMC shall fix timing of the opening and closing of the toilet / washroom facilities. It should remain open round the clock.
- g. The agency shall operate and maintain the complexes to the entire satisfaction of the CMC and clean regularly toilets, urinals, floors, walls, and ceilings of the interior as well as the exterior of the complexes and ensure continuous serviceability as also continuous availability of clean water. He shall ensure that the requisite quantity of cleaning materials such as phenyl, acid, naphthalene balls are used to ensure that the toilets look clean and free from foul smell at all time and that soap, towels, hand driers are available to the extent required.
- h. The agency shall ensure that each toilet structure displays a sign "Operate and maintained by _____, for the CMC" along with the CMC logo and well lit public convenience prominently on the walls of the structure. The height of the letter shall be at least 15 cms.
- i. The charges towards electricity, water, sewage and other such amenities as required shall be included in the maintenance cost will be borne by the agency.
- k. The agency shall not display or exhibit any picture / posture /statute or other articles in any part of the premises that are repugnant to the general standards of morality. The agency



Ref 2514 (PW)
III Eng 842/2017

Date 28-08-2017

expressly agrees that the decision of the CMC in this regard shall be conclusive and binding on the agency.

l. The agency shall ensure that the premises are not used for playing games etc., which involves stakes / betting, play cards etc., or for any un-lawful activities.

m. The Agency shall ensure adequate water for general cleanliness of the public conveniences for which the CMC shall have no objection to the agency installing a tube well / bore well at each site in addition to the water that may be supplied.

n. In case of loss due to theft or damage to the assets created in the public conveniences, the agency shall be responsible for making good the same immediately at its own cost and shall continue to keep the complex operational and available for use for **15 years**, as prescribed.

o. In case of loss due to theft or damage to the assets created in the public conveniences, the Agency shall be responsible for making good the same immediately at its own cost and shall continue to keep the complex operational and available for use for **15 years**.

p. Disputes, if any, arising during the Operation & maintenance period between the CMC and the agency shall be referred to the sole arbitration of the Commissioner, CMC or a person nominated by him (the fact that the person so nominated is also an employee of the CMC shall not be a bar on his acting as an arbitrator, nor shall any of the parties have any objection to his nomination for the said reason). The decision of the sole arbitrator so appointed shall be final and binding on both the parties. The venue of arbitration shall be at Cuttack. The courts in Cuttack shall have exclusive jurisdiction, to the exclusion of all other suits.

q. . The CMC shall have the right to cancel / remove / terminate the agreement at any stage in case of breach of any of the stipulated terms and condition by the agency or in case their performance is not found satisfactory. The CMC shall be entitled terminate the agreement in case of any neglect or lapse on the part of the agency in respect of the regular maintenance of the public conveniences in clean and hygienic conditions and to keep the public convenience in a state of good repairs at the cost of agency.

r. . The Community Toilet assigned to the agency by the CMC shall not be transferred by the agency to any person, trust, society or institution in any manner whatsoever at any time whether during or after the termination of this agreement.

s. The premises of public conveniences complex shall not be used by the agency for purpose other than that for which it is allowed under the agreement for operation and maintenance.



Ref 2514 (PW)
III Eng 842/2017

Date 28-08-2017

- t. The agency or its employees or agents shall behave and deal with courtesy with the users of these public conveniences.
- u. The agency will not use or allow any person to use public convenience for residential purpose and not keep any animal / motor vehicle in or around the complex other than one attendant and one security guard to ensure continuous serviceability.
- v. . The agency shall be allowed to plant flowering and other shrubs around each convenience/ toilet block subject to the approval by the CMC, which is responsible for ensuring right of way to the public.
- w. The agency shall ensure enforcement of existing labour laws. Minimum wages act and at no point of time, the CMC shall be drawn into litigations on these counts.
- x. The organization shall execute the agreement within 7 days on the receipt of issuance of letter of award.
- y. The agency shall ensure that services of water supply, sewerage, drainage, electricity, telephone etc., in this vicinity encountered during the period of running /maintenance of the toilet block are not damaged. In case these are required to be shifted, the same shall be done by the department.
- z. Any of the conditions mentioned above can be altered, modified, changed or removed by the appropriate authority as per the necessity without assigning any reason and the new conditions shall be binding on the part of the first part.
- aa. The agency shall ensure that the labour engaged by him to carry out the work shall not claim any right whatsoever against the corporation by virtue of service rendered under this contract and shall not hamper the work by resorting to demonstration, agitation etc.
- bb. The agency shall be held responsible for all or any of the act done by the staff /workers and shall be alone responsible for the payment of wages or any loss or damage cause by them during the course of service or work undertaken and shall also responsible and be liable for payment of any compensation under workmen compensation act. The corporation will not liable for any such event whatsoever.
- cc. That agency shall not engage child labour and shall agree and permit the workers to avail weekly off.
- dd. The agency shall not sublease or assign any part or portion of the work or the whole on the basis of the commission to others. If such conduct or action is found and brought to the notice of the CMC, the CMC is entitled to rescind and cancel the contract altogether.



Ref 2514 (PW)
III Eng 842/2017

Date 28-08-2017

ee. The commissioner , CMC has the authority either to suspend or to cancel the contract when it is not desirable to continue the contract at any point of time without giving any notice.

ff. The commissioner, CMC also reserves the right to alter, modify, change or remove any of the conditions mentioned in the agreement without any reason.

26. Penalties for lapses / shortfalls in O & M of Community Toilet:

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

Sl. No.	Performance indicator	Penalty per item/all items/per day
1	Sweeping of the entire complex not done and sprinkling of disinfectants not done (once daily)	Rs 25/ per day
2	Cleaning and washing of the entire complex not attended (once daily)	Rs 20/ per day
3	Cleaning and washing of toilets not attended (every hour)	Rs 30/ per day
4	Supervisor absent (per day at each unit)	Rs 25/ per day
5	Phenyle not used (per wash)	Rs 5/ per day
6	Acid not used (weekly)	Rs 3/ per day
7	On genuine complaint from the user(s)	Rs 20/ per day
8	On report from the inspection team/ visiting Officer	Rs 50/ per day

27. Service Level Benchmark (SLB):-

Successful bidder shall have to maintain the following minimum criteria during O & M of toilets:

- To ensure display of user charges.
- To ensure availability of water all the time.
- To ensure dryness of floors.
- To ensure proper cleanliness in the toilet.
- To ensure availability of soap etc.
- To ensure availability of dustbins separately for ladies & gents.



Ref 2514 (PW)
III Eng 842/2017

Date 28-08-2017

- To ensure presence of permanent attendant in the toilet.
- The above parameters shall be observed and monitored by authorized representative of Cuttack Municipal Corporation on daily basis on specially designed chart for the purpose.
- To take only prescribed user charges otherwise they can be penalized up to **Rs 10000/- (Ten thousands) per case per day**

28. Other Conditions:-

1. The Successful bidder shall be handed over the Public Toilets & Community Toilet on “as is where is” basis and the bidder shall inspect all these toilets, before participating in the bidding process. The bidder shall have to operate and maintain these toilets for a period of **15 years** and will have to do the minor repairs at its own cost as and when required..
2. The Operator shall pay electricity bill on its own and shall ensure 24 hours running water by coordinating with P.H.Division, CTC/ P.H.Wing of CMC at its own level & shall also ensure proper cleanliness through sufficient manpower..
3. In case it is observed by officer of CMC duly authorized by Commissioner, CMC in his behalf that the operator is not maintaining the above mentioned **SLB** in proper manner, penalty shall be imposed.
4. In case the successful bidder fails to operate and maintain the toilets as per the SLB, then in the 1st instance the Corporation shall impose a penalty of Rs 500/- per day per toilet unit and for subsequent failure, the amount of the penalty shall be doubled of the amount of the previous penalty.
5. Violation of any SLB in one unit or more than one unit in a particular day shall be considered as single default and in case of continuous three defaults; the Corporation shall be at liberty to cancel the Contract agreement without any prior notice.
6. The cancellation of contract agreement on account of default on the part of the successful bidder shall not only entail aforesaid penalty, but the bidder shall also be liable for all the expenses which may be incurred by CMC for operation and maintenance of these toilets during intervening period from cancellation of the contract till the work is awarded & taken over by the new successful bidder.
7. In case any damage to the toilets is found at the end of tenure of the contract agreement, the Performance Guarantee shall be released only after deduction of damages and without any interest.
8. The Commissioner, CMC reserve all the rights to cancel or revise any or all the conditions of the tender at any later stage.
9. For more information City Engineer, CMC/ City Health Officer, CMC can be contacted on any working day between 10:00 AM to 05:00 PM



CUTTACK MUNICIPAL CORPORATION

Tel No.2308517. 2308424. 2308104(Fax)

Ref 2514 (PW)
III Eng 842/2017

Date 28-08-2017

29.

The authority reserves the right to reject or accept any Tenders without assigning the reason thereof. The Tenders received in incomplete shape or after due date shall be summarily rejected.

Approved

Sd/-
Commissioner
Cuttack Municipal Corporation

Memo No. **2515(PW)**

Date **28-08-2017**

Copy along with limited Tender document through Registered Post/Speed Post/Spl. Messenger to:

1. The Sanskar, College Square, Cuttack
2. Corporate House Keeping Services (India) Private Limited, Gulmohar Enclave Extension, New Delhi Office In Odisha , Patia, BBSR
3. Akhila Bharatiya Paryavaran Ewam Gramin Vikash Sanstan, Exibiyion Road, Patna
4. ROSE Social Service Organisation, Suraram 'X' Road, Hydrabad
5. Manju Services, Cuttack , Odisha

For information & necessary action with request to go through the tender document in detail & participate in tender process.

Executive Engineer II,
Cuttack Municipal Corporation

Memo No. **2516(PW)**

Date **28-08-2017**

Copy along with limited Tender document through Registered Post/Speed Post/Spl. Messenger to Local women SHGs:

1. Maa Charchika Missan Sakti, Samanta Sahi, CTC
2. Om Siridi Sai Swanya Sahayak Gosthi, Haripur Sahi, CTC
3. Maa Kalijai Mahila Missan Sakti, Chauhiaganj, CTC
4. Sree Maa Mahila Mission Sakti, Chauhiaganj, CTC
5. Sree Maa Mahila Mission Sakti, Kalyani Nagar, CTC
6. Maa Santoshi Mission Sakti, Saanta Sahi, CTC

For information & necessary action with request to go through the tender document in detail & participate in tender process

Executive Engineer II,
Cuttack Municipal Corporation



CUTTACK MUNICIPAL CORPORATION

Tel No.2308517. 2308424. 2308104(Fax)

Ref 2514 (PW)
III Eng 842/2017

Date 28-08-2017

Memo No. 2517 (PW)

Date 28-08-2017

Copy to M.I.S, CMC for information and necessary action with a request to upload the notice in CMC official website

Executive Engineer II,
Cuttack Municipal Corporation

Memo No. 2517(PW)

Date 28-08-2017

Copy to City Engineer, CMC/ City Health Officer, CMC/F.O,CMC/ Sri N.K.Pal, AEE/Sri S.K.Nayak, AE for information & necessary action.

Executive Engineer II,
Cuttack Municipal Corporation

Memo No. 2518 (PW)

Date 28-08-2017

Copy submitted to Hon,ble Mayor, CMC/Chairman , P.H.Standing Committee, CMC for kind information.

Executive Engineer II,
Cuttack Municipal Corporation

Memo No. 2519 (PW)

Date 28-08-2017

Copy submitted to Deputy Secretary to Govt. & Addl. Mission Director (Admn.)-SBM for information with respect to letter No. 9430/HUD date 26-04-2017.

Executive Engineer II,
Cuttack Municipal Corporation



Ref 2514 (PW)
III Eng 842/2017

Date 28-08-2017

FINANCIAL BID

Annexure I

Name of the Work: - **Operation & Maintenance (O&M) of Existing as well as to be constructed Community Toilet/Public Toilet (CT/PT) of Cuttack City**

E.M.D. to be deposited: **Rs 1, 00,000/-**

Paper Cost- Rs 10,000.00

Eligibility Tenderer - Empanelled Agencies of H&U.D Dept., Govt. of Odisha/ Local Women SHGs

Agreement Period of Operation & Maintenance - 15 Years

PART A - PUBLIC TOILET

Sl. No.	Details of Scope of Work	Unit	Rate in Figure including all taxes	Rate in Word including all taxes
1	2	3	4	5
1	license fees to be Paid by the Agency to CMC Toilet	Per One Seat Per Month		
	Urinal	Per One Seat Per Month		

Number of Correction -

Number of overwriting -

Number of Interpolation

Signature of Bidder

Executive Engineer II



Ref 2514 (PW)
III Eng 842/2017

Date 28-08-2017

PART B – COMMUNITY TOILET

Sl. No.	Details of Scope of Work	Unit	Rate in Figure including all taxes	Rate in Word including all taxes
1	2	3	4	5
1	Operation & Maintenance (O&M) Charges to be paid by CMC to the Agency Toilet			
		Per One Seat Per Month		
	Urinal	Per One Seat Per Month		
			% of Escalation price over the Quoted rates in Figure	% of Escalation price over the Quoted rates in Word
2	Escalation price over the Quoted rates after 3rd Years for Every three year periods of O & M for the period of 15 Years			
	4th Year to 6th Year			
	7th Year to 9th Year			
	10th Year to 12th year			
	13th Year to 15th Year			

Number of Correction –

Number of overwriting –

Number of Interpolation

Signature of Bidder

Executive Engineer II



Ref 2514 (PW)
III Eng 842/2017

Date 28-08-2017

Annexure II

List of Community / Non Residential Building Toilets / Urinal Blocks for Maintenance (Free Use) under CMC Area			
Sl. No.	Name of Souchalaya	Category (Souchalaya / Non residential toilets / Urinal Blocks)	Number of seats
1	Bidanasi	Souchalaya	16
2	Tulasipur Tanlasahi	Souchalaya	10
3	Gorakabar	Souchalaya	20
4	Tulasipur Refuse Colony	Souchalaya	10
5	Deulasahi	Souchalaya	10
6	Sidheswarsahi	Souchalaya	4
7	Mansingpatna	Souchalaya	10
8	Buxi Bazar Police Line	Souchalaya	20
9	Sutahat	Souchalaya	28
10	Dewan Bazar	Souchalaya	15
11	Choudhury Bazar Mathasahi	Souchalaya	14
12	Sankarpur	Souchalaya	10
13	Ranihat Sagadiasahi	Souchalaya	20
14	Thoriasahi	Souchalaya	10
15	Chhatra Bazar Behera Sahi	Souchalaya	8
16	Chhatra Bazar (Ladies)	Souchalaya	20
17	Jobra Nadikulasahi	Souchalaya	20
18	Kaliaboda (New)	Souchalaya	20
19	Utkal Balashram (New)	Souchalaya	8
20	OMP Campus	Souchalaya	20
21	Nehrupalli	Souchalaya	10
22	Tinigharia	Souchalaya	20
23	Pithapur Panasahi	Souchalaya	6
24	Chauliaganj Mangala Sahi	Souchalaya	10
25	Kalyanimandap	Nonresidential Toilet	5
26	Kalyanimandap	Urinal Block	2 1/2
27	Council Hall	Nonresidential Toilet	7
28	Council Hall	Urinal Block	3 1/2
29	Sahid Bhawan	Nonresidential Toilet	16
30	Sahid Bhawan	Urinal Block	12
31	Office Building	Nonresidential Toilet	5
32	Office Building	Urinal Block	2 1/2
33	Bikash Bhawan Complex	Nonresidential Toilet	23



CUTTACK MUNICIPAL CORPORATION

Tel No.2308517. 2308424. 2308104(Fax)

Ref 2514 (PW)
III Eng 842/2017

Date 28-08-2017

34	Bikash Bhawan Complex	Urinal Block	13
35	Central Library	Nonresidential Toilet	8
36	Central Library	Urinal Block	10
N.B. : Two units of Urinal considered as One Unit			
List of Public Toilets (Pay & Use)			
1	Collectoriate	Souhalaya	10
2	Gadagadia Champabana	Souhalaya	10
3	Ranihat Canal Road	Souhalaya	17
4	Rausapatana	Souhalaya	25
5	Ucha Sahi	Souhalaya	15
6	Medical Campus	Souhalaya	30
7	Purighat Pana Sahi	Souhalaya	10
8	Malgodown	Souhalaya	17
9	College Square	Souhalaya	8
10	Patara Sahi	Souhalaya	20
11	Jobra Fish Market	Souhalaya	10
12	Badambadi	Souhalaya	27
13	Jagatpur	Souhalaya	11
14	Sishubhaban	Souhalaya	10
15	Buxi Bazar	Souhalaya	10

N.B – The number of PT/CT are subject to change by addition or deletion

Executive Engineer II