

NOTICE INVITING TENDER

CONSTRUCTION , MAINTENANCE AND OPERATION OF 4 – SEATED SEATED TOILET BLOCK AT JAHANGIRPURI AND BADARPUR STATION ON BOT BASIS

Sealed tenders are invited for “**CONSTRUCTION , MAINTENANCE AND OPERATION OF 4 – SEATED TOILET BLOCK AT JAHANGIRPURI AND BADARPUR METRO STATION ON BOT BASIS**” for a period of five years and extendable for another five years subject to the satisfactory performance of the contractor and on the enhanced license fee by 10% for the extended period .

Contract shall be awarded to a tenderer who quotes highest price.

Earnest Money

Each tenderer shall have to deposit Rs. 30000/- by Bank draft/pay order, as Earnest money along with the tender, without earnest money tender shall be summarily rejected. This earnest money shall be adjusted in the license fee.

Advertisement right

The contractor shall have the right to display advertisement at the toilet blocks during the contract period. The advertisement area is to be created on the walls only on three sides of the structures, restricted to 50% of the plinth area in each case. The advertisement shall be concealed within the walls and shall be backlit only. The displays at the new toilet blocks to be constructed shall be as per the design prescribed. The decision of Supreme Court, High Court and other local concerned authorities should be adhered.

Security Deposit

Successful tenderer shall submit the interest free security deposit equivalent to three months rental and first month license fee (in advance) within 10 days from the date of issue of LOA and sign the license agreement. The actual commencement of work shall be communicated after signing the license agreement.

Structure with material to become the property of DMRC

At the time of surrender of the contract at any premature stage or predetermination/ termination of the same for any reason whatsoever, the contractor **shall have no right** to remove the installations/ fittings and fixtures of the toilet blocks or any of the material or items, provided by him/her and the same shall become the property of DMRC.

User charges

Contractor shall be entitled to levy Rs. 1/- for urination and Rs. 2/- for using toilet.

The tender forms can be obtained from the office of DGM/C&S, 6th floor, wing 'C' Metro Bhawan, Barakhamba Lane, New Delhi- 110001 with a written request, on all working days from 25.10.11 to 23.12.11 up to 5.30 pm, on payment of Rs. 5250/- (Rupees Five thousand two hundred fifty only) (non- refundable) in the form of Demand Draft/Pay order in favor of Delhi Metro Rail Corporation Ltd payable at New Delhi.

The tender forms (duly filled in) together with the prescribed Earnest Money/Performance Security will be received in the aforesaid office of DGM/C&S on 27.12.11 up to 16.00 hrs. And opened by the Tender Committee on the same day at 16.30 hrs.

TENDER FORM

TENDER FORM

CONSTRUCTION , MAINTENANCE AND OPERATION OF 4 – SEATED TOILET BLOCK AT JAHANGIRPURI AND BADARPUR STATION ON BOT BASIS

I/We hereby offer the rates of the monthly license fee for award of work of construction, maintenance and operation of one toilet block at Laxmi Nagar metro station on BOT basis, for a period of **five year**, extended by another five year , subject to satisfactory performance by the contractor, and on the enhanced license fee by 10% for the extended period, on the prescribed terms and conditions, as per the following details:-

(All the information must be given in CAPITAL LETTERS)

1. Name of Applicant:
2. Name of Company/Firm
3. Status in the company. Firm
4. Present Address:
5. Permanent Address:
6. Telephone No: Office Residence
7. In case of Company Firm, the name of proprietor (s), Partners or Directors etc., as the case may be, should be given along with the percentage, age and residential address (es); both present and permanent, as under:-

S.No.	Name of Proprietor/ Partners (s)/ Directors (s)	Father/Husband's Name	Age	Present Residential Address	Permanent Residential Address

Rate of Monthly Licence Fee offered for each toilet

(A) JAHANGIRPURI: _____

(B) BADARPUR: _____

(C) Service Tax-----
(as applicable time to time)

TOTAL:- _____

Total (in words)

8. An amount of Rs. 30000/- (Rupees Thirty thousand only) as Earnest Money is paid herewith by Bank Draft/Pay order No. dated

drawn on in favour of Delhi Metro Rail Corporation Limited, Payable at Delhi.

9. Any other information which the tenderer /applicant may like to furnish:-

SIGNATURE OF TENDERER /APPLICANT

(With seal)

ADDRESS _____

DECLARATION:-

I/We have gone through and understood the contents of this tender/ applicant from carefully and the information furnished by me/us is true to the best of my/our knowledge and belief and nothing has been concealed there form. I/We have also read and understood carefully the terms and conditions of allotment annexed herewith which I/we shall abide by. I/We agree to the allotment of awards of the work of construction, maintenance and operation of toilet block at Laxmi Nagar Metro station on BOT basis, for a period of five years and extendable by another five year, subject to satisfactory performance by contractor, and on the enhanced lincense fee by 10% for the extended period.

SIGNATURE OF TENDERER /APPLICANT

Encl: As above

Dated: _____

- i. Tender/applicant form duly filled in and properly sealed together with Earnest Money and Performance Security should be dropped only in the box specified for the purpose and placed in the office of DGM/C&S, 6th floor, wing 'C' Metro Bhawan, 13 Barakhamba Lane, New Delhi- 110001 on 16.07.10 up to 16.00 pm. and the tenders will be opened by the Tender Committee on the same day at 16.30 pm., in the presence of the tenderers, if any.
- ii. All the documents, as submitted, should be signed by the applicant, duly authorized, and the seal affixed (in case of company/firm).
- iii. Authorization/Board Resolution in favour of applicant tenderer along with a copy of partnership deed/Memo of Article of Association etc. as the case may be , should also be submitted with the tender form.
- iv. The allotment will be made on '**as is where is**' basis;
- v. Tenderers/applicants are advised, in their own interest, to visit and see the sites themselves before submitting their tenders. No representation on any account whatsoever shall be entertained, in this regard.
- vi. Conditional tenders shall not be acceptable and shall be summarily rejected.

INSTRUCTION TO TENDERER

INSTRUCTIONS TO TENDERER

Eligibility

The intending tenderer may inspect the proposed location of the toilet blocks, before submitting tenders and may obtain clarification, if any, before submission of the tender. No objection/grievance/dispute in this behalf shall be entertained subsequent to submission of the tender. No remission in license fee/ground rent or advertisement tax will be given, in this regard.

Title of land

1. The DMRC is and shall continue to be the absolute owner of the toilet blocks including the land underneath.

1.1 Approximately 650-700 sq feet of land will be made available for construction of Toilet Complex having following minimum facilities (drawings enclosed):

a. Ladies Toilet:

- i. Four numbers of WCs (one for physically handicapped) for both toilets.
- ii. Two washbasins including all the fittings & fixtures (taps & bottle traps etc included) for both toilets.
- iii. Two viewing mirrors (in front of washbasins) for both toilets.

b. Gents Toilet:

- i. Four numbers of WCs (one for physically handicapped) for both toilets.
- ii. Two washbasins including all the fittings & fixtures (taps & bottle traps etc included) for both toilets.
- iii. Two viewing mirrors (in front of washbasins) for both toilets.
- iv. Two urinal blocks (for both toilets).

- v. One store.

The contractor shall submit the detailed drawings with specifications as per plan/ elevation provided by DMRC of the proposed facilities to be provided for the approval of the DMRC.

Description of work

- 2. The contractor shall construct, maintain and operate the toilet block at the sites as per Specifications. No payment towards cost of construction shall be paid by DMRC.
- 3.1 The contractor shall provide and maintain the entire installation of civil structures, electrical and sanitary fittings and fixtures at its own cost. Electricity shall be supplied by DMRC from nearest Electrical Distribution Board at the rates prescribed by DMRC.
- 3.2 The water and electricity will be supplied free of cost by DMRC for construction purpose only. Later on a meter shall be installed for water and power supply with certain ceiling limit per month to be given free of cost. No generator set shall be Permissible for providing electricity at the toilet block. The contractor shall do proper sewerage/drainage treatment, wherever required.
- 3.3 The contractor shall repair, maintain and operate the allotted toilet block with structure, sanitary and electrical fittings and fixtures, in good condition, during the concession period and, thereafter, hand over to the DMRC the toilet blocks with entire installation, fittings and fixtures, display boards etc. in good maintainable condition, free of charge. Non-maintenance of structure and installations up to technically sound levels by the contractor may result into termination of the contract and taking over possession of the toilet blocks with installations by the department.

Completion period

4. The toilet is to be constructed by 60 days from the date of issue of LOA, which shall include obtaining electricity, water and sewerage connection from the DMRC, installation of electrical and sanitary fittings and fixtures as may be required for making the toilet block fit for public use, which shall not be extendable, under any circumstances. The monthly license fee shall be payable by the contractor from the day next to the date of expiry of the completion period or from the day next to the date of issue of certificate by DMRC regarding satisfactory completion of work of construction/up-gradation, as the case may be, whichever is earlier.

Display of advertisement

5. The contractor shall have the right to display advertisement at the toilet blocks during the contract period. The advertisement area is to be created on the walls only on three sides of the structures, restricted to 50% of the plinth area in each case. The advertisement shall be concealed within the walls and shall be backlit only. The displays at the new toilet blocks to be constructed shall be per the design prescribed. The decision of Supreme Court, High Court and local authorities should be adhered.
- 5.1 In addition to the space provided to the contractor for display of commercial advertisement, a space not exceeding 10% of the outer surface area of the toilet blocks, shall be used for display for social messages and DMRC logo, as may be provided to him, from time to time.
- 5.2 The contractor shall not exceed the prescribed portion of the toilet blocks for display of advertisement and shall ensure that no color matching that of the traffic signals i.e. Red, Orange and green is used for display of advertisement.
- 5.3 The contractor shall not display any advertisement related to liquor, cigarette, tobacco or tobacco products or any advertisement which is abusive/obscene/vulgar/negative, in nature, or which violates the code of conduct, in any manner whatsoever, and ensure that public decency is

maintained. He shall also not allow display of any religious advertisement that may cause any resentment among the public, in any way whatsoever. The proposed advertisement shall be got approved from DMRC for its content and design.

Period of Concession

6. The contract period shall be for a period of **five years**, extended by another five years, subject to satisfactory performance by the contractor, and on the enhanced license fee by **10% for the extended period**. The contract will commence from the date of handing over physical possession of the sites to the contractor. After expiry of the contract period, either on account of completion of the concession period or pre-termination of the contract on any account whatsoever, the contractor shall handover possession of toilet blocks with complete structure, fittings and fixtures to the DMRC authorities. At the time of handing over possession to the DMRC, it shall be ensured that the toilet block(s) is/are in proper condition and that no damage is caused by removing the fixtures and fittings, except the advertisement boards.
- 6.1 The contract period shall exclude completion period.

Monthly License Fee

7. The successful tenderer/contractor shall be liable to pay monthly license fee in the form of bank draft/pay order/Chaque at the rates offered by him/her and approved by the department, in addition to the advance Advertisement Tax for each and every display, as livable under section 142 of the MCD Act. Monthly license fee shall be payable by the contractor till handing over vacant and peaceful possession of the toilet block, after complying with necessary terms and conditions of the contract.
- 7.1 The monthly license fee shall be payable by the contractor from the day next to the date of expiry of the respective incubation period or from the day next to the date of issue of certificate by DMRC regarding satisfactory completion of work of construction/up gradation/repair, as the case may be, whichever is earlier.

Maintenance of accounts

8. The contractor shall maintain proper books of accounts of the advertisement displayed from time to time, submit details of the same at the time of making payment of advertisement tax and produce the relevant books of accounts, as and when specifically required by the DMRC.

Penalty on Late payments

9. The contractor shall deposit the monthly license fee in advance by the 10th of every calendar month. All payments shall be deposited by way of Bank Draft/Pay Order in favor of Delhi Metro Rail Corporation Ltd., payable at Delhi against proper receipts. Failure to make full payments of monthly license fee, shall make the contractor liable to pay late fee/interest @ 2% per month on the unpaid amount, even if the delay is for part of a month. If the contractor fails to make payment by the 10th of the succeeding month with interest, the contract shall be liable to be terminated, security/earnest money forfeited, after providing due opportunity of hearing to the contractor and possession of the site including complete structure of the toilet block(s) shall be taken over by the DMRC. Monthly license fee shall be payable by the contractor from the date of commencement of the contract.

Earnest/Caution money

10. Each tenderer shall have to deposit in advance Rs. 30000/- by bank draft/pay order in favor of Delhi Metro Rail Corporation Ltd., Payable at Delhi as Earnest Money along with the tender form. Tenders without Earnest Money shall be summarily rejected. This amount shall be adjusted in License fee.

Security Deposit/Earnest Money

11. Successful tenderer shall submit the interest free security deposit equivalent to three months rental and first month license fee (in advance) within 10 days from the date of issue of LOA and sign the license agreement. The actual

commencement of work shall be communicated after signing the license agreement.

Surrender

12. The contractor may surrender the contract by giving three months notice in writing, provided: -
 - (i) The contract has been in force for at least four months i.e. no surrender notice is permissible during the initial four months of the contract period.
 - (ii) The surrender notice shall not be valid unless up to date dues, including those for the notice period, are paid up on the date of surrender notice;
 - (iii) In case the contractor wants to withdraw the surrender notice, he/she may do so by giving a request in writing, providing the request has been received before commencement of the process for re-tender of the contract and upto date dues including interest, if any, towards the same have been duly deposited in the department.

Structure with material to become the property of DMRC

13. In case of surrender of the contract at any pre-mature stage or pre-determination/ termination of the same for any reason whatsoever, the contractor shall have no right to remove the installations/ fitting and fixtures of the toilet blocks or any of the material or items, provided by him/her and the same shall become the property of DMRC.

Responsibility of the contractor

14. Any theft, damage, breakage of the structure, electrical or sanitary fittings/ fixtures, erected/provided by the contractor, including toilet blocks, shall be the responsibility of the contractor and the repairs/replacement shall be done by the contractor during the concession period, at its own cost.

Modifications/Guidelines

15. The allotment of work is subject to modifications in the specifications and compliance of guidelines, as may be prescribed, from time to time.

Termination of Contract

16. The DMRC reserves the right to terminate the contract for breach of any of the terms and conditions of allotment, after providing due opportunity of hearing to the contractor.

Guarantee

17. The contractor shall have to guarantee against closer of the project, due to his fault or due to bankruptcy or for any other reasons not on the part of the department and in such an event, no compensation shall be payable to the contractor and the department shall be entitled to take over the charge of the project in whatever stage it is, without any payment being made whatsoever and to get the project completed in whatever manner, it deems fit.

Damages

18. Any damage to the foot-paths, tiles, curb-stones, central verge or any other ancillary structures, during construction/ maintenance/ operation of the toilet blocks, including supporting structure shall be the sole responsibility of the contractor, which shall be made good by the contractor, as per existing specifications, at its own cost.

Precautions

19. The contractor shall take all precautions to avoid any accidents during up-gradation/repair/maintenance/operation of the toilet blocks, electrical/sanitary fittings and fixtures. If any accident occurs during upgradation/repair/maintenance/operation of the toilet blocks / fittings and fixtures, the contractor shall be directly responsible for the damage or any other consequences, whatsoever and DMRC shall be kept harmless.

19.1 Proper arrangement shall be made by the contractor to avoid any hindrance to the metro commuters during construction, maintenance and operation of the toilet block.

Compliance of specifications

20. The work shall be executed as per DMRC norms.

Service Tax

21. Service tax shall be payable by the contractor , at the rates, as may be applicable, from time to time.

Competent Authority

22. For the purpose of this contract, authorized person of DMRC shall be competent authority and his/her decision shall be final and binding on the parties to the contract.

Jurisdiction of courts

23. All the matters arising out of the contract shall be within the jurisdiction of the Delhi Courts only.

FORM OF CONTRACT AGREEMENT

CONTRACT AGREEMENT

This agreement is made on this..... day of.....between the Delhi Metro Rail Corporation Limited, Barakhamba Lane, New Delhi-110001, through its DGM/C&S for and behalf of the Managing Director of the one part (hereinafter called the First Party) and
M/s_____ through
its_____ of the part (hereinafter called the Second Party). The terms and expression “The First Party” and “The second Party” wherever used or occurring in this agreement shall always, unless expressly or by necessary implication, excluded by or contrary to the subject and context mean and include their respective heirs, successors, assignees etc in office.

Whereas the Second Party has agreed to operate and maintain the Toilet block at Laxmi Nagar Metro Station.

The Second Party shall provide for regular cleaning and maintenance and to ensure its continuous serviceability round the clock during the period of agreement.

And, whereas the Second Party has requested the First Party for an agreement incorporating the terms and conditions of the said work for a period of (05) five years and renewal for next (05) five years can be examined by the First Party. The First Party has also found it necessary and expedient to reproduce the terms and conditions for the above said works, now therefore the agreement witnessed as follows:-

1. That the Second party shall take over the operation and maintenance of toilet blocks from the First party for a period of (05) five years.

2. That the Second party shall operate and maintain the toilets blocks on ‘Pay and Use’ and shall clean regularly the toilets, bathrooms, urinals, of the toilet blocks, drinking water supply tap, and ensure their continuous serviceability. Drinking water tap area shall be kept neat and clean And shall ensure that there is no wastage of water. Each user will be supplied by the Second Party a teaspoonful of soap powder/ liquid soap for washing hands.

3. That the Second party shall be entitled to charge service fee of Rs. 2.00 (Rupee two Only) per use of W.C. and Re. 1.00 per use of urinal which will be reviewed/revised periodically by mutual discussion by the parties.
4. That the Second Party will operate and maintain the above complex for (05) five years and will regularly clean, maintain and carry out the day to day repair including annual whitewash and painting of doors, fitting & fixing of sanitary items etc. However, the major repairs like cracks from earthquake or explosive and damage to the building door will be the responsibility of the First Party.
5. That the second party shall sign an inventory of the fittings installed at the premises of public conveniences making them operative for public use at the time of taking over of complex. That the second party shall handover the complex of public conveniences to the first party after completion of the agreement period without causing any damage to the items as per the inventory at the time of handing over back to them.
6. That the first party will provide electricity and adequate quantity water to each toilet block for operation and maintenance to the second party free of cost during the entire period of maintenance. First party will fix the ceiling of electricity in terms of units (KWH) after identification of the electricity requirement. In any case electricity consumption shall not exceed the ceiling limit as decided. The misuse of electricity shall be prevented. The electricity consumption shall be controlled without affecting the functional requirement.
7. That during the pendency of the agreement, if the first party takes a decision no to charge user's fees from the users, the second party shall recover the operation and maintenance cost of the toilet complex from the first party, to be decided by mutual consultations.
8. That in case of any dispute arising during the pendency of this agreement between the First party and the second party the same shall be referred to a conciliator mutually, appointed by the first party, whose decision shall be final and binding on both the parties, for resolving the disputes between parties. If disputes not resolved through conciliation, the disputes will be referred to sole arbitrator to be appointed by MD/Director/DMRC within a period of sixty days after being requested by either party. The award of sole arbitrator shall be binding on all parties. The arbitrators proceeding shall be binding on all parties. The arbitrators proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time

including provision in force at the time reference is made. The cost of arbitration shall be borne by respective parties. The cost shall interlaid includes the fee arbitrator as per rate fixed by DMRC from time to time.

9. That in case any hindrance or trouble is created by the inhabitants or anti social elements in the operation and maintenance of toilet block, the First Party shall provide all possible assistance including request for police protection to Second party for smooth running of toilet blocks.
10. That the title of interest, ownership and right with regard to toilet block along with the inventory of items of fixtures/ fittings provided therein shall rest with the first party except that these will be operate and maintained by the Second Party as per the agreement.
11. That the Second Party shall not be responsible for any damage or loss caused to the toilet blocks by riots, storm, earthquake, or any other natural calamity during the pendency of the agreement.
12. That the authorized officials/officers of the first party shall be free to inspect the toilet block during any time from time to time to ensure that the toilet blocks are kept in clean and hygienic conditions at no extra charges. The second party shall immediately arrange to carry out minor repairs and replace such fittings/fixtures at their own cost that are not found in the state of good conditions as pointed out by the authorized officials/officers of the first party. If it is found that the second party has not complied with any instruction/direction issued by the first party or has committed any breach of terms and conditions of the agreement, the first party shall be at liberty to terminate the agreement after giving reasonable time and opportunity to the second party by giving at least 15 days show cause notice to make amends in the said work and if the same is found unsatisfactory, penalty @ a Rs. 50/- per visit shall be imposed.
13. That the work assigned to the second party by the first party shall not be transferable by the second party to any person or institution etc in any manner, whatsoever at any time whether during or after the termination of this agreement.
14. That the second party and its associate members/volunteers shall behave and deal with the users of toilet block in every polite and courtesy manner and shall not indulge in any such act

which may defeat the very purpose of this agreement and may cause or hamper the interest of the first party.

15. In case of special circumstances, in mutual consultation, the contract may be closed with 6 months notice from either side.
16. that the premises of toilet blocks shall not be used by the second party for purpose other than that for which it is allowed under the agreement for operation and maintenance.
17. That the second party shall not misuse and wastage of water and electric energy by putting into use appliances like electric heater(s), geysers etc in the public convenience complex. If second party found to be misusing the electricity and water provided by first party free of charge, the penalty or disconnection may be imposed up to the entire satisfaction of first party.
18. The first shall monitor/inspect the toilet block on a regular basis regarding the upkeep and uses of electricity. One energy meter of the suitable capacity will be provided by the first party.
19. The second shall have advertisement rights on the walls of the toilets block and 50% revenue sharing by the second party to the first party. The second party shall not display the political, alcoholic and tobacco advertisement on the panel of the toilet block.
 - 19.1 the second party shall not enter into an agreement with third party unless it has taken prior approval from DMRC.
 - 19.2 Copy of the agreement made between second party and third party shall be made available to DMRC within two week.
20. In case of loss due to theft to the assets created in the public convenience complex by the first party, the second party shall be responsible for making good the same immediately at its own cost and continue to keep the complex for public use.

21. That the second party will not use or allow any person to use any toilet block for residential purpose and keep any animal/motor vehicle in and around toilet blocks except the associate member/volunteers of the second party.

22. The court of New Delhi shall have the exclusive jurisdiction to try all the disputes arising out of this agreement.

SPECIAL CONDITION OF CONTRACT

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1. Toilet blocks to remain available for metro commuters between 6.00 am to last train from that station.
2. Continuous janitor services for maintaining hygiene & cleanliness inside premises.
3. Eco friendly chemicals to be used for cleaning and washing purposes.
4. Water must be available round the clock for flushing & washing purposes in toilets.
5. The WC toilet floor area, approach etc should be kept dry
6. Exhaust fans should always be functional.
7. A mobile service van should be provided for attending to electric, plumbing & cleanliness related complaints.
8. The surrounding areas are to be kept cleaned at all times. The litterbins shall not be overflowing at any time and disposal of garbage to be arranged as required.
9. the advertisement panel to be kept cleaned from dust stains etc at all the times. It is to be ensured that posters etc are not posted on any of the panels and on structural part of toilet blocks.
10. Proper drainage is to be maintained and no accumulation of water, liquid etc is to allow at any time.
11. The lighting arrangements at the toilet blocks are functional at all times. Electrical safety is to be ensured for users as well as concessionaire's staff.
12. No leakage from the roof to be permitted.
13. All structure members, sanitary fittings, electrical fittings and advertisement panels are to be inspected and maintained in good condition as per maintenance manual.

14. During the contract period, the broken floor, wall tiles are to be replaced within 3 days of such event. For this purpose it is advised that the concessionaire's maintains a minimum inventory of similar tiles at this store.
15. The staff provided at the toilet blocks should be literate and courteous towards the users and assist handicapped and old age users.
16. The flower plants and shrubs are to be maintained & watered regularly and the wastes to be disposed off.
17. Security of all assets to be ensured by the staff posted at all toilet blocks.
18. the advertisement on panels to be changed during off-peak periods , preferably during nights.
19. Charges for electricity to be borne by the concessionaire. Electric connection can be taken from nearest supply point of DMRC.
20. Water & sewerage connection to MCD drain is to be arranged by concessionaire.
21. Toilet block is not to be used for residential purpose by anyone.

DRAWING