

OPERATION AND MAINTENANCE OF 25 PUBLIC TOILET BLOCKS AND 7 COMMUNITY TOILETS SITUATED AT VARIOUS PLACES WITHIN MUNICIPAL LIMITS OF MUNICIPAL CORPORATION Bathinda, PUNJAB FOR PERIOD OF ONE YEAR.

A. Scope of work

1. The scope of work covers the operation and maintenance of 25 public toilet blocks and 7 Community Toilets situated at various locations within municipal limits of Municipal Corporation, Bathinda for one year. The work may be extendable by one year as per the satisfaction of the Officer in charge and Commissioner, Bathinda. The No. of toilet blocks may increase or decrease.
2. The toilet blocks will remain open 6:00 AM to 10:00 PM in two shifts i.e. 6:00 AM to 2:00 PM and 2:00 PM to 10:00 PM. The contractor shall provide one male volunteer for male toilets in every shift for each toilet and one female volunteer for female toilets in two shifts of four hours each. The timing can be changed by the employer.
3. The expenses of electricity and water supply will be borne by the Municipal Corporation, Bathinda.
4. The Contractor / agency will provide all such material/ consumables which are required to keep the toilet block neat and clean such as cleaning acid, phenyl, naphthalene balls, soap, brooms etc. The scope of work also include mechanized cleaning activities such as dry sweeping, litter/ dust collection, scrubbing and drying of floor space, high pressure cleaning / washable aprons, vacuum cleaning, segregation and disposal of garbage etc using mechanized methods.
5. The responsibility of material installed in the toilets will be of the Contractor/ Agency against theft & breakage. He shall be responsible for all damages and accidents caused due to negligence on his part. Nothing extra shall be payable on this account.

B. Eligibility Criteria

1. Financial Criteria is average annual financial turnover of bidder during the last 3 years ending 31st March, 2018 should be at least 50% of the estimated cost (scanned copy of certificate from chartered Accountant should be uploaded and there is no need to upload entire voluminous balance sheets)
2. Technical Criteria is Experience of having successfully completed similar works during last 7 years ending last day of the month previous to the one in which the applications of tender are invited, should be either of the following and joint ventures are not accepted.
 - a. Three similar completed work costing each not less than the amount equal to 40% of the estimated cost.

gupta

- b. Two similar completed works each costing not less than the amount equal to 60% of the estimated cost.
- c. One similar completed work costing of not less than of amount equal to 80% of the estimated cost.

3. Bidder should have EPF & ESI registration for dedicated labour contract.

4. Labour license is mandatory and the same shall have not to be supplied to the MC Bathinda by the successful bidder after the award of the contract. Until & unless labour license is supplied by the successful bidder, no payment shall be released by the department.

C. It May Be Noted By The Intending Contractors/Firms /Bidders That The Bid Submitted Shall Become Invalid If:-

- i. The bidder is found ineligible.
- ii. The bidder does not upload all the documents as stipulated in the bid document.
- iii. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted **PHYSICALLY BY THE LOWEST TENDERER** in the office of tender opening authority.
- iv. If the bidder doesn't upload the documents under the folder required to be submitted.
- v. The Bids shall be uploaded in Electronic Format on the website eproc.punjab.gov.in Scanned copies of Eligibility Documents shall also be uploaded along with the Bid within prescribed time limit.
- vi. The tender opening authority may also verify the original documents of the participating Agencies, if required.

D. Standards of Maintenance of Community Toilets

- a. The toilet blocks will remain open 6:00 AM to 10:00 PM in two shifts i.e. 6:00 AM to 2:00 PM and 2:00 PM to 10:00 PM. The contractor shall provide one male volunteer for male toilets and one female volunteer for female toilets in every shift for each toilet, on all days a week 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 for washing of lavatories / squatting pans.
 - Removal of solid waste / bricks etc. From the premises.

Guha

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

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

E. Reporting and Supervision

- a. The agency /organization shall have to furnish weekly report on the prescribed format to the health officer through the area sanitary supervisor and community observers appointed by MCB.
- b. The agency / 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, Municipal Corporation, Bathinda 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

Amo

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 explanation and levy a penalty of Rs.1000, Rs.3000, Rs.10000 for First Time, second Time & Third Time thereafter terminate the contract, if there is no improvement even after (repeated) instructions.

F. Terms & Conditions

1. The payment of the wages to contractual employees should be done through bank only and record of the same should be kept. It should be ensured that the payment should be made at the prevalent minimum wages as notified by Government from time to time.
2. The contractor / firm will ensure that no child labour is engaged at the site of work.
3. The staff to be provided by the contractor should be conversant to maintain and upkeep the public toilet blocks and surrounding always neat and clean for user. Necessary cleaning material like: Phenyl, Naphthalene balls, soap on the washbasins, broom & cleaning material etc shall be provided by MC, Bathinda. In case of uncleanness in and around public toilets, MC Bathinda should decide penalty to be imposed on contractor and the same should be incorporated in DNIT.
4. The staff shall clean & run the public toilet blocks as per instructions of MC Bathinda or authorized staff of the department.
5. The contractual staff will be responsible for safe guard of the fixtures and installations in the PTs during contractual period. If there is any loss of damages to the installations or structure repair due to negligence or employees then repair of the same will be done due to the entire satisfactions of MC Bathinda. In case of failure to do so, the cost shall be recovered as per actual from the pending dues of the contractor.
6. The workers / staff should be minimum 18 years old & not more than 60 years.
7. The agreement shall be between the contractual agency and the department. The department in no case shall have the liability to given permanency to labour / staff supplied for the contract. The staff / workers for the contract. The staff / workers for the contract will be on rolls of the contractual agency only.

Suppl

8. Electricity & water charges will be borne by the department – However, the contractual staff shall timely hand over these bills to the concerned Junior Engineer of Sub Divisional Engineer for making payment before due date to the concerned authorities to avoid any surcharges. In case the component of surcharge is required to be deposited due to negligence of contractual staff, then the same shall be recovered from the running bill of the contractor.
9. The contractor / his employee will be responsible for any theft of Electricity water in PTs.
10. In case of deficiency in services or non-fulfillment of contractual obligations, the recovery shall be made as specified.
11. (i) All the applicable statutory payment like: EPF, ESI etc as applicable from time to time shall be paid by the contractor and will be deposited with the concerned department as required under relevant laws / Act/ Govt. Rules. All the liabilities of any nature whether financial or otherwise on this account will be the sole responsibility of the contractor. However, the department shall reimburse for Employers share of EPF / ESI on production of documentary evidence.
(ii) The payment to the contractual agency shall be mad on monthly basis after due verifications of actual deployment of staff.
(iii) The security and other deductions from the bills shall be applicable as per agreement and rules.
12. After the issuance of letter of intent, the Performance Guarantee @ 5% of the contract value shall have to be deposited by the successful contractor to the department. The allotment letter shall be issued only on receipt of Performance Guarantee.
13. The security deposit and Performance Guarantee shall be refunded after the completion of work done in accordance with the relevant clauses of the Municipal Account Code.
14. (a) COMPLETE BIO-DATA of the staff for the contract including EFP & ESI numbers shall also be furnished by the contractual Agency within 7 days of starting the contract along with their photographs, ID proofs such ADHAR CARD etc. The identity card will be issued to the staff by the Contractual Agency fails to submit this information within the stipulated time period, the action as deem fit shall be initiated immediately thereafter.
(b) The submission of copy of ADHAR CARD issued by the Govt. of India in respect of the staff proposed to be deployed on the contract is mandatory to be furnished by the contractor.
(c) The staff should be literate who can read and write.

gupta

15. Any other instruction which MC Bathinda may feel appropriate can be incorporated in the DNIT for providing better services to the citizens.
16. The selected bidders shall maintain the urinals / toilets for period of 12 month which can be extended further by mutual understanding. User charges at the rate of Rs. 5/- (Rs. Five Only) per use shall be chargeable. However, the use of urinals shall be free of cost. The community toilets have no user charges.
17. Further renewal will be considered after licensed period on the satisfactory performance during the preceding period.
18. The ULB may change timing of the opening and closing of the toilet / washroom facilities. It should remain open for the scheduled timings.
19. The agency shall operate and maintain the complexes to the entire satisfaction of the ULB 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.
20. The charges towards electricity, water, sewage and other such amenities as required shall be borne by the Municipal Corporation, Bathinda.
21. The ULB shall not charge any license fee for the land provided to the agency.
22. 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.
23. The agency expressly agrees that the decision of the ULB in this regard shall be conclusive and binding on the agency.
24. The agency shall ensure that the premises are not used for playing games etc., which involves stakes/ betting, play cards etc., or for any unlawful activities.
25. The agency shall ensure adequate water for general cleanliness of the public conveniences.
26. The organization shall prepare an inventory of the fittings and fixtures that are installed in the public conveniences. The possession of the entire structure as constructed along with fittings and fixtures provided in the public convenience will be handed over to the ULB, on the conclusion of the agreement without causing any damage.
27. 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

Agupta

and shall continue to keep the complex operational and available for use for 1 year, as prescribed.

28. In case of loss due to theft or damage to the assets created in the public conveniences, the bidder 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 1 year, as prescribed.

29. Disputes, if any, arising during the maintenance period between the ULB and the agency shall be referred to the sole arbitration of the commissioner, Municipal Corporation, Bathinda or a person nominated by him. The parties shall have no objection to his nomination for the said person. The decision of the sole arbitrator so appointed shall be final and binding on both the parties. The courts in Bathinda shall have exclusive jurisdiction, to the exclusion of all other suits.

30. The ULB 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 ULB 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.

31. The site and the work assigned to the agency by the Municipal Corporation, Bathinda 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.

32. 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.

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

34. 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.

35. The agency shall be allowed to plant flowering and other shrubs around each convenience/ toilet block subject to the approval by the ULB, which is responsible for ensuring right of way to the public.

36. The agency shall ensure enforcement of existing labour laws. Minimum wages act and at no point of time, the ULB shall be drawn into litigations on these counts. The contractor / agency shall comply with the provision of minimum wages act 1948, payment of wages

Amrita

act 1936 and bound to pay minimum wages fixed by labour department Punjab to the employees and fully responsible for depositing EPF and ESI of the employee engaged for the work and will submit copy of deposition. If the rates quoted by contractor / agency will less from the minimum wages fixed by labour department Punjab, the tender will be rejected.

37. The organization shall execute the agreement within 7 days on the receipt of issuance of letter of award.

38. On the completion of the contract period, the agency shall hand over the vacant possession of the public conveniences so constructed along with fixtures and fittings, inventory, structures in good working condition to the ULB within 24 hours and will not put any resistance failing which the premises shall be evicted and the ULB shall assume the occupation without any notice whereupon the agency will have no claim.

39. The agency shall ensure that the labor 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.

40. 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.

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

42. 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 ULB, the ULB is entitled to rescind and cancel the contract altogether.

43. The commissioner of the ULB 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.

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

45. The payment for the maintenance of toilet blocks will be released on monthly basis after the verification of work done by the agency from market association representatives and officers in charge as decided by corporation.

Amble

46. The contractor / agency will display sign-boards and informative board on each of toilet indicating rules & regulation, opening and closing timings, charging rates, name and contact no. of company and officer in charge, to providing information to educate user. The size of sign board & text of sign board shall be decided with mutual consultations.
47. A complaint register shall be kept for suggestions for the toilets users.
48. The payment to the labor will be given in the shape of cheque only by 10th of every month.
49. All the workers deployed at the toilet blocks will be in proper dress. If any workers found without dress penalty of Rs. 100 per person per day will be deducted from monthly bill.
50. The contractor / agency shall be absolutely and solely responsible for any accident / injury / damage to any person that may occur during the working hours. To achieve this, the agency shall insure all its employees / workers for appropriate amount.
51. If during the execution period of this contract any fixture provided in toilet blocks will not working properly/ defected, same will be repaired / replaced within 48 hours otherwise penalty will be deducted from monthly running bill @ Rs. 500/- per fixture per day.
52. Validity of tender will be 120 days. No condition regarding validity period and time limit is accepted. Unbalanced / conditional tender will be rejected. The earnest money shall be forfeited, if the bidder withdraws or modifies his offer within the validity period or fails to sign the (Formal Contract) Agreement after acceptance of his offer or fails to commence the work within ten days of issue of acceptance letter. After the forfeiture of earnest money, the contract shall be immediately nullified.
53. The EMD of successful bidder shall be released after expiry of contract period.

G. Penalties for lapses / shortfalls:

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 (Amount to be decided by the ULB concerned)

1. Sweeping of the entire complex not done and sprinkling of disinfectants not done (Once daily)
2. Cleaning and washing of the entire complex not attended (once daily)
3. Cleaning and washing of toilets not attended (every hour)

As per

4. Supervisor absent (per day at each unit)
5. Phenyl not used (per wash)
6. Acid not used (weekly)
7. On genuine complaint from the user(s)
8. On report from the inspection team/visiting Officer

Sup
Corporation Engineer,
Municipal Corporation,
Bathinda.