

BID COPY NO. :

**MUMBAI METROPOLITAN REGION DEVELOPMENT
AUTHORITY**

BID FOR

**OPERATION AND MAINTENANCE OF TWO PUBLIC
SANITARY CONVENIENCES BLOCKS ON 'PAY AND USE'
BASIS AT TRUCK TERMINAL, WADALA**

Date of Submission : _____ upto _____ Hrs.

Issued To,

M/S. _____

Address _____

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

Land & Estate Cell

**MMRDA 7th Floor, MMRDA Old Office Bldg.,
Bandra-Kurla Complex, Bandra (E), Mumbai-51.**

Tel: 26590001/04. Fax: 91-022-26591264 Website: <https://www.mmrda.maharashtra.gov.in>

JANUARY, 2021

DISCLAIMER

- 1 Though adequate care has been taken in the preparation of this Bid Document, the Bidder should satisfy himself that the document is complete in all respects. Intimation of discrepancy, observed if any, should be given to the office mentioned below immediately.

**Joint Metropolitan Commissioner,
Mumbai Metropolitan Region Development Authority
Bandra-Kurla Complex, Bandra (East) Mumbai 400051**

If this office receives no intimation by the date, which is 7 days prior to pre-bid meeting, it shall be presumed that the Bidder is satisfied that this Bid Document is complete in all respects.

- 2 Neither MMRDA, nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid Document nor is it possible for MMRDA to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. MMRDA recognises the fact that certain prospective Bidders may have a better knowledge of the Project than others and thus encourages all prospective Bidders to conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this Bid Document and obtain independent advice from appropriate sources.
- 3 Neither MMRDA nor their employees will have any liability to any prospective Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document and any other information supplied by or on behalf of MMRDA or their employees or otherwise arising in any way from the selection process.
- 4 MMRDA reserves to itself the right to reject any or all of the Bids submitted in response to this Bid Document at any stage without assigning any reasons whatsoever.
- 5 MMRDA reserves to itself the right to change any or all of the provisions of this Bid Document. Such changes will be intimated to all parties procuring this Bid Document prior to pre-bid meeting.

INSTRUCTION TO BIDDER

All Bidders shall note the following:

- (a) Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this Bid Document may be considered non-responsive and may be liable for rejection. Conditional Bids shall also not be accepted.
- (b) Strict adherence to formats, wherever specified, is required. Non-adherence to formats shall be a ground for declaring the Bid non-responsive.
- (c) All communication and information should be provided in writing and in the English language only.
- (d) All communication and information provided shall be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
- (e) No change in, or supplementary information to a Bid shall be accepted once submitted. However, MMRDA reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by MMRDA, may be a ground for rejecting the Bid.
- (f) The Bids shall be evaluated as per the criteria specified in this Bid. However, within the broad framework of the evaluation parameters as stated in the Bid Document, MMRDA reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
- (g) The Bid (and any additional information requested subsequently) shall also bear the initials of the Authorised Signatory and stamp of the entity thereof on each page of the Bid.
- (h) MMRDA reserves the right to reject any or all of the Bids without assigning any reason whatsoever.
- (i) Mere submission of information does not entitle the Bidder to meet an eligibility criterion. MMRDA reserves the right to vet and verify any or all information submitted by the Bidder.
- (j) If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by MMRDA, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of MMRDA and if MMRDA is adequately satisfied.
- (k) The Bidder shall be responsible for all the costs associated with the preparation of the Bid. MMRDA shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

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I
TENDER NOTICE

**MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
(MMRDA)**

(A Govt. of Maharashtra Undertaking)

Plot No. C-14 & 15, Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051.

Tel: 26590001/04. Fax: 91-022-26591264

Email: land@mailmmrda.maharashtra.gov.in

Website: <https://www.mmrda.maharashtra.gov.in>

MMRDA invites Sealed Bids for operation & maintenance of two public sanitary conveniences (PSCs) on “as is Where is” basis at Wadala Truck Terminal (Phase-I) on “pay and use” basis from the interested Agencies (Regd. NGO/ Social Service Organisations), for a period of three years.

Eligibility of the Bidder:

1. The Bidder should be competent to enter into contract under the Indian Contract Act, 1872.
2. The Bidder should have experience of minimum 5 years in operating and maintaining Public Sanitary Convenience (PSC) and having experience at least 2 such projects.
3. The Bidder should have gross annual turnover during the last financial year of Rs.2,00,000/- and furnish the certificate issued by Government approved Chartered Accountant.

Sale and submission of Bid Document :

Bid Document containing details of PSCs, details of Earnest Money Deposit, procedure of submission of Bid, the terms & conditions of operation & maintenance of public sanitary conveniences and prescribed forms will be available for sale in the office of the Lands & Estate Manager, Lands & Estate Cell, MMRDA, 7th Floor, MMRDA’s Old Office Bldg., Bandra-Kurla Complex, Bandra (E), Mumbai-51, on payment of Rs.5000/- through a Demand Draft drawn in favour of ‘MMRD FUND’ payable at Mumbai. No Bid will be issued or received by post or fax. Sealed Bid will be received in the office of Lands & Estate Manager, MMRDA.

Schedule :

Sale of Bid Document	From 8 th January, 2021 between 10.00 am to 4.00 pm except Saturday & Sunday and Public Holidays in Lands & Estate Cell, 7 th floor, MMRDA’s Old Office Building.
Pre-Bid meeting	18 th January, 2021 at 3.00 pm in the Committee Room at 6 th floor, MMRDA’s Old Office Building.
Last date of sale of Bid Document	4 th February, 2021 up to 12.00 noon
Last date of receipt of sealed Bids	4 th February, 2021 at 4.00 pm in Lands & Estate Cell, 7 th floor, MMRDA’s Old Office Building.
Opening of Bids	4 th February, 2021 at 4.30 pm in the Committee Room at 6 th floor, MMRDA’s Old Office Building.

Any Bid received after the appointed date and time for receipt of Bid, will be invalid and be rejected. The MMRDA reserves to itself the liberty to reject all or any Bid including the highest bid without assigning any reason.

For further enquiry contact : Shri Neetin V. Waghmare, Lands & Estate Manager,
Tel.No. 022 26597402

(Dr. B.G. Pawar)
Jt. Metropolitan Commissioner
MMRDA

II BID DETAILS

1. OFFER FROM MMRDA :

The MMRDA intends to operate & maintain two public sanitary conveniences (PSCs) on “as is Where is” basis at Wadala Truck Terminal (Phase-I) on “pay and use” basis from the interested Agencies (Regd. NGO/ Social Service Organisations) for a term of Three year in consideration of the monthly License Fee payable by the Bidder, subject to the terms, conditions and covenants stated in the Draft License Agreement annexed hereto as ANNEXURE-II. The Bidder proposing the highest monthly License Fee not less than Rs. 5100/- (Rupees Five Thousand One Hundred only) per month being the Reserve Price for the 1st year and increased every year by 10% over the License Fee of the previous year, shall be the successful Bidder. This License Fee amount is to be paid to MMRDA without any deductions whatsoever. The bidder shall have to pay GST on License Fee as per existing policy. The successful Bidder shall have to pay Security Deposit of Rs. 4,00,000/- (Rupees Four Lakh only) within two weeks from the date of issue of offer letter, but in any case before executing the license.

2. ELIGIBILITY AND COMPETENCY OF THE BIDDER :

- (i) The Bidder should be competent to enter into contract under the Indian Contract Act, 1872.
- (ii) The Bidder should be registered organisation under the respective Act. Necessary documents/papers in respect of registration may be enclosed with the Bid
- (iii) The Bidder should have experience of minimum 5 years in operating and maintaining Public Sanitary Convenience (PSC) and having experience at least 2 such projects.
- (iv) The Bidder should have gross annual turnover during the last financial year of Rs.2,00,000/- and furnish the certificate issued by Government approved Chartered Accountant.
- (v) The Bidder should submit an affidavit on Rs.500/- court fee stamp paper along with the Form-A that.
 - (a) They have not been declared /adjudged as bankrupt /insolvent by any institution or Govt. or by Court,
 - (b) They have not been blacklisted by Govt. or any other Authority for failure to pay any Govt. dues.
 - (c) They have not been convicted under any law for an offense involving moral turpitude or any criminal activities etc.

3. SCHEDULE FOR SUBMISSION OF BID :

Sale of Bid Document	From 8 th January, 2021 between 10.00 am to 4.00 pm except Saturday & Sunday and Public Holidays in Lands & Estate Cell, 7 th floor, MMRDA's Old Office Building.
Pre-Bid meeting	18 th January, 2021 at 3.00 pm in the Committee Room at 6 th floor, MMRDA's Old Office Building.
Last date of sale of Bid Document	4 th February, 2021 up to 12.00 noon
Last date of receipt of sealed Bids	4 th February, 2021 at 4.00 pm in Lands & Estate Cell, 7 th floor, MMRDA's Old Office Building.
Opening of Bids	4 th February, 2021 at 4.30 pm in the Committee Room at 6 th floor, MMRDA's Old Office Building.

4. PRE-BIDMEETING :

Pre-bid meeting will be held on 18th January, 2021 at 3.00 pm in the Committee Room on 6th floor, MMRDA's Old Office Building. Those who have purchased the Bid Document will be eligible to attend the Pre-Bid meeting. Clarifications sought by the prospective Bidder shall reach this office in writing 7 days before the pre-Bid meeting, will be replied in the Pre-Bid meeting and would be circulated by way of minutes to all those who purchased the Bid Document. Such minutes will also form part of the Bid Document. The intending Bidder must hand over Form-C enclosed in this document in original duly filled in to permit him entry to the pre-Bid meeting.

5. EARNEST MONEY DEPOSIT :

The Bidder will have to pay Earnest Money Deposit of Rs.1,00,000/- (Rupees One Lac only) along with the submission of Bid by pay order, demand draft payable to the 'MMRD Fund' drawn on any Nationalized or any Scheduled Bank in Mumbai. The EMD amount so payable will not bear any interest. Bids with no Earnest Money Deposit shall be summarily rejected. The Earnest Money Deposit of unsuccessful Bidder will be refunded on application after intimation regarding rejection sent to him or on expiry of validity period whichever is earlier. In case of successful Bid amount of Earnest Money Deposit will be transferred towards part of Security Deposit to be paid after the award of the work.

6. GUIDE LINES FOR SUBMISSION OF BIDS

The Bidder shall submit his Bid in two parts: One part i.e. Form-A shall contain all information and documents required to determine his eligibility and EMD and the other part i.e. Form- 'B' shall contain the financial offer. These two parts shall be submitted in separate sealed envelopes as explained hereafter :-

Envelope – I (Form-A – Eligibility Proposal)

Envelope – I (Form-A – Eligibility Proposal) shall contain the required information in Form-A given in the Bid Document and documents supporting the eligibility of the Bidder

as outlined in Para-2 and a Bank Draft / Pay Order towards Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees One Lac Only) payable at Mumbai, along with a certified copy of last financial year audited statement of accounts and a copy of the Income Tax Returns of the last financial year. The Bidder should submit the original Bid Document signed & sealed on all pages except Form-B in Envelope – I. The eligibility proposal shall be submitted in a sealed envelope superscripted as “**Eligibility proposal to operate & maintain two public sanitary conveniences (PSCs) at WTT.**” The name of the Bidder shall also be distinctly written on the Envelope – I.

Envelope – II (Form-B – Financial Proposal)

Envelope – II (Form-B – Financial Proposal) shall contain only Form – B (in original by tearing off) from the Bid Document mentioned in the Licensee Fee offered to the MMRDA for license of operation & maintenance of public sanitary conveniences (PSCs) not less than the Reserve Price. The Financial proposal shall be submitted in a sealed envelope superscripted as “**Financial proposal to operate & maintain two public sanitary conveniences (PSCs) at WTT.**” The name of the Bidder shall also be distinctly written on the Envelope – II. **Please note that the EMD shall not included with the Financial Proposal and any Bid quoting a license fee lower than the Reserve Price would stand automatically rejected.** Form-A and Form-B are available in the Bid Document.

Envelope – I and Envelope – II shall be placed in a single, large envelope superscripted as “**An offer for license to operate & maintain two public sanitary conveniences (PSCs) at WTT.**” The name of the Bidder shall also be distinctly written on the said large envelope as well.

7. EVALUATION OF BIDS :

The Bids so received will be considered by MMRDA. The eligibility will be determined in the first instance on the basis of the information provided and supported by the documents furnished by the Bidder in Envelope – I. The financial proposal contained in envelope – II will be opened along with envelope – I and evaluation on the basis of information furnished in the Eligibility proposal of the Bidder quoting the highest monthly License Fee will be done first. In case the highest Bidder is not found eligible then evaluation of the next highest bidder will be done. If the Bid made by the highest Bidder stands rescinded for any reason, the EMD shall be forfeited and Bidder shall be barred from participation in future Bids invited during next 3 years. The offer may be made to the next higher Bidder matching with license fee offer by the highest Bidder & so on.

A Bidder suggesting an amendment or a modification to any condition or covenant of the Draft License Agreement will be reckoned as an ineligible Bid. However, if the offer made to the highest bidder stands rescinded, MMRDA reserves the right to abandon the bidding process without following the procedure mentioned in the foregoing.

When more than one Bid received for the said purpose happen to quote equal license fee, the allotment shall be decided by drawing lots.

8. VALIDITY OF THE BID AND EMD :

The bid shall remain valid for acceptance by the Authority for a period of 3 months effective from the date of opening of Envelope – I and shall not be revocable by the Bidder during such period. Any revocation contrary to such condition will entail the forfeiture of the EMD deposited by the Bidder

On receipt of the written request, MMRDA will refund the EMD of the ineligible Bidder whose Bid is not opened. The EMD of eligible Bidder whose financial bid is opened, will be refunded after the process is completed or after expiry of 3 months validity period, whichever is earlier.

9. INSPECTION OF PUBLIC SANITARY CONVENIENCES (PSCs) :

Before submission of offer the Bidder should visit the site to get acquainted with the nature of work & commercial viability or any other matters considered relevant. For inspection of PSC's or any other further information, Bidder may contact Shri Neetin V. Waghmare, Lands & Estate Manager on any working day between 11.00 am to 1.00 pm and 2.00 pm to 5.00 pm. on Tel.No. 022 26597402.

10. SECURITY DEPOSIT:

- (a) The Bidder whose Bid is found to be the highest and who shall be communicated the acceptance of his bid by the Authority, shall pay a sum of Rs.4,00,000/- (Rupees Four Lac Only) by a Demand Draft / Pay Order of a Scheduled Bank drawn in favour of “MMRD FUND” payable at Mumbai.
- (b) The Security Deposit shall be returned to the Bidder upon the determination of the License on the efflux of its term. Provided that if the License shall be determined for any reason other than the default of Bidder, the Security so offered shall, subject to the Authorities rights to receive amounts if any, due from the Bidder under the License, be discharged and returned to the bidder.
- (c) No interest on the Security Deposit shall be payable by the Authority.

11. PAYMENT SCHEDULE :

The successful bidder shall pay monthly License Fee on or before 10th day of every month and if the bidder fails to deposit the amount by Demand Draft due to MMRDA, the outstanding amount of License Fee shall be recovered from the amount of the Security Deposit to that extent without any intimation or notice and the bidder shall reinstate the same by fresh Security Deposit. However, the Authority reserves right to accept the said payment after due date along with an interest as may be fixed by the Authority from time to time for delayed payment. The bidder shall also pay applicable GST.

12. TERMS AND CONDITIONS FOR OPERATION AND MAINTENANCE OF PSC BLOCKS ON PAY AND USE BASIS

1. The MMRDA will permit the Bidder who offers the highest monthly License Fee not less than Rs.5100/- (Rs. Five Thousand One Hundred Only) being a Reserve Price to operate and maintain the 2 PSC's and Urinals as per enclosed description on "As is Where is" basis at their own cost on "Pay & Use" basis initially for the period of 3 years.
2. The monthly License Fee so offered by highest Bidder shall be increased every year by 10% over the License Fee of the previous year.
3. The Bidder will have to enter into regular agreement on the receipt of acceptance of the Bid and shall abide by all the rules and regulations embodied therein and pay the initial interest free Security Deposit of Rs. 4,00,000/- (Rupees Four Lakh only), failing of which the MMRDA shall be entitled to forfeit the full amount of Earnest Money Deposit deposited by the Bidder.
4. The Bidder will be allowed to charge prevailing rates for the use of the PSC's i.e. Rs.2/- for W.C. and Rs.5/- for bath in case of individual users. However monthly passes shall be issued to the persons in the Wadala Truck Terminal area at the concessional rate of **Rs.25/- for W.C. and Rs.50/- for bath per month** per person.
5. All the materials & labours required for the work shall have to be arranged by the successful Bidder at their own cost.
6. The successful Bidder will have to carry out all necessary repair work of the PSC Blocks at his own cost and the satisfaction of the Chief Engineer, MMRDA or his representative.
7. Permission for obtaining water supply, sewerage and electricity shall be provided by the MMRDA. However, water supply bills, electric bills, property tax and other taxes, service charges etc. shall be paid by the Bidder directly to the concerned Authorities.

8. The Bidder shall maintain the PSC's/urinal and its immediate vicinity in a clean condition at their own cost by engaging their own labours. Necessary fitting surroundings and the garden maintained there at shall be maintained in most clean and tidy manner.
9. The Bidder shall immediately attend to the replacement of defective & damaged wiring and other electrical fittings, replacement of worn-out water pipes, drainage pipes, manhole covers and any other fittings, etc by their own expense.
10. The Bidder shall make their own arrangement to remove the choke etc. In W.C./Urinals/Washing places/Sewer lines/Street connections etc.
11. The Bidder shall be responsible for the damage done if any to the PSC/Urinals. They shall make their own arrangement for security of the PSC/urinal by manning their own caretakers.
12. The Bidder shall use effective disinfectants and deodorants and plenty of water for cleaning the PSC/Urinals frequently to facilitate the public to use the PSC's/Urinals as per requirement of the locality.
13. The Bidder shall carry out repairs to doors, windows, renewal of broken plasters R.C. jallies, warmish, glazed tiles, channels, flushing cisterns, soil pans, urinal stalls, collapsible doors, etc. at their own cost during the contract period.
14. The Bidder shall be responsible and shall indemnify the MMRDA from any harm of injury caused to life or property due to any cause etc.
15. The Bidder shall be responsible for and shall indemnify and shall keep indemnified the MMRDA from and against all losses, suits, damages, costs, charges, claims and demands whatsoever including claims under "Workmen Compensation Act, 1925", which the MMRDA and their officers, servants sustain, incur or become liable to pay by reason or property of the MMRDA at any time thereafter due to any cause in connection with the, operation and maintenance.
16. On account of expiry of the contract or of failure on the part of the Bidder to observe any of the contract conditions, the Bidder shall immediately give the vacant possession of the sites, failing which it shall be lawful for the MMRDA or

any other person authorised by the MMRDA to take possession of the said site at the risk and cost of the Bidder.

17. In the event of any breach of the terms and conditions, the MMRDA shall be entitled to terminate their agreement after giving three months notice in writing to the bidder with reasons for such termination. In such case the Security Deposit paid by the bidder shall be forfeited. In case the bidder intends to terminate the license, he shall give three months prior notice in writing to the Authority, with reasons for such termination. In such case the Security Deposit paid by the bidder shall be forfeited.
18. In all cases of disputes decision of the MMRDA shall be final and legally binding upon the Bidder.
19. The permission shall be liable to be terminated or revoked if the Bidder assign, transfer or sublet their license to any other person.
20. The Bidder are not permitted to display advertisement on their site.
21. The Bidder shall keep a complaint register on a prominent place preferable at/near the attendance counter for inspection by MMRDA or the committee members appointed to check and monitor the performances of the agencies. The Bidder shall be liable to pay the penalty of Rs.100/- (per day) in case of complaint register is not maintained at site
22. Maintaining the P.S.C.'s blocks, Remarks/Suggestions made in the complaint book/register shall be promptly attended to.
23. Round the clock cleaning and up keeping shall be done with bleaching powder, disinfectant and adequate water.
24. Frequent cleaning, dusting, brushing & sweeping of the walls and keeping the surroundings in most clean, hygienic and tidy condition is invariably required. The surrounding open spaces may be used for providing a beautiful garden and the same is required to be maintained on a clean and tidy manner.
25. Regular maintenance supervisors shall be posted. Their work shall be supervised by visiting squad and vigilance staff to ensure 100% proper cleaning and maintenance. The Bidder shall be liable to pay the penalty of Rs.100/- (per day) in case cleanliness is not maintained at site.

26. The PC block shall be promptly repaired and maintained in hygienic and aesthetic condition at the cost of the bidder.

27. The Bidder shall undertake awareness campaign, public education for health and participate in functions during special occasions like Mahaparinirvan.

13. DETAILS OF EACH TOILET BLOCKS –(2Nos.)

Sr. No.	Utility	Ladies Compartment		Gents Compartment	
		Area	Nos.	Area	Nos.
1.	Bathroom	a) 1.50x 1.19 = 1.785 sq.m.	01	a) 1.30 x 0.90 = 1.17 sq.m. b) 1.5 x1.15 = 1.0925 sq.m	01
2.	Water Closetes	0.95 x 1.15 = 1.0925 sq.m.	02	0.95 x 1.15 = 1.0925 sq.m.	04
3.	Care takers room	3.30 x 3.80 = 12.54 sq.m.	01
4.	Urinals	-	-	3.10 x 3.00 = 9.30sq.m.	04
5.	Wash Basin	-	02	-	04
6.	Counter (Kadappa)	1.50 x 0.6 = 0.90 sq.m.	01	--	--

14. PAYMENT OF OTHER CHARGES :

In addition to the Security Deposit & License Fee payable by the Bidder, the following charges will have to be paid by the Bidder, separately :

- i Legal documentation charges,
- ii Charges for registration of document under the Indian Registration Act and the Stamp Duty charges.
- iii The Property Tax, Supply of Water Tax and Electricity Charges, etc. payable to the appropriate respective Corporations /Authorities.

15. INTERPRETATION :

In case of any dispute or differences of opinion in the matter of interpretation of the terms of this document or anything which shall arise there from, such dispute or difference shall be decided finally by the Metropolitan Commissioner, MMRDA and his decision shall be conclusive and binding upon the Bidder.

The Authority reserves to itself the liberty to reject all or any bid including the highest bid without assigning any reason. Nothing contained herein shall confer any right upon a Bidder or any obligation upon the Authority.

16. RESERVATIONS :

The Authority reserve the right ;

- (i) To discharge all bids received and to re-invite offers; and
- (ii) To modify marginally and not substantially the recitals; conditions and covenants of the draft License Agreement at any time before its execution.

17. TERMINATION OF LICENSE :

1. The Licensee had become eligible for this license on the basis of the document submitted for eligibility with regards to their registration, annual turnover, experience, etc. The Licensee hereby declares that all document submitted by them in this respect are true and if any such document found to be false, duplicate, forged, etc., the Licensor will be entitled to terminate this agreement and take appropriate action as deemed fit and the Licensee shall be abide by the decision of the Licensor.
2. In the event of any breach of the terms and conditions, the MMRDA shall be entitled to terminate their agreement after giving three months notice in writing to the Licensee with reasons for such termination. In such case the Security Deposit paid by the bidder shall be forfeited. In case the Licensee intends to terminate the license, he shall give three months prior notice in writing to the Authority, with reasons for such termination. In such case the Security Deposit paid by the bidder shall be forfeited.

III
FORMS FOR SUBMISSION

BID FORM NO.A

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

**Operations & maintenance of Public Sanitary Conveniences on 'pay & use'
basis at Wadala Truck Terminal Phase-I**

FORM 'A'

FORM FOR OFFER (ELIGIBILITY PROPOSAL)

(To be submitted in a sealed envelope)

1.	Name of the Applicant/Bidder	:	
2.	Address	:	
	a) Office	:	
	b) For Correspondence	:	
	c) Tel No.	:	
3.	Type (score out not applicable)	:	NGO/Social Service Organisation
4.	Registration No.	:	
5.	Past Experience (Enclose proof)	:	
	a) No. Of PSC's Operated & maintained on pay & use basis	:	
	b) Location details	:	
6.	Earnest Money Deposit details	:	D.D ./Pay order for Rs...../- D.D./Pay order No Date : Banks Name Branch

BID FORM NO.B

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

Operations & maintenance of Public Sanitary Conveniences on 'pay & use'
basis at Wadala Truck Terminal Phase-I

FORM 'B'

FORM FOR OFFER (FINANCIAL PROPOSAL)

(To be submitted in a sealed envelope)

I/WE

(Name of the NGO/Organisation)

Hereby offer amount to MMRDA for the work of operation and maintenance of 2 nos. of Blocks on 'As is Where is' basis in phase-1 at Truck Terminal, Wadala on 'Pay and Use' basis for the contract period of 3 (three) years at the rate as mentioned below.

1. Per month Rs.

2.

3.

(In words Rupees

.....only)

.....

(Signature)

Name :

Designation :

Place :

Date :

BID FORM NO.C

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
Operations & maintenance of Public Sanitary Conveniences on 'pay & use'
basis at Wadala Truck Terminal Phase-I

FORM 'C'

FORM FOR ATTENDING PRE-BID MEETING

Instructions :

- (a) Only two representatives of intending Bidder /NGO/Organisation are allowed to attend the meeting.
- (b) The intending Bidder must handover this Form-C in original duly filled in to permit him entry to the pre-bid meeting.

1. Applicant's (NGO/Organisation) full name (Use Block Letters)

2. Full Name of the representatives who are attending the pre-bid meeting
(Use Block Letters)

1
2.

IV
ANNEXURES

UNDERTAKING

(Strike out whichever is not applicable)

..... (Full name in capital letter starting with surname), the Manager/President/Managing Director/Holder of the activity for the organisation/firm/registered establishment/NGO named here in below do hereby offer to execute the work of operation maintenance of 2 PSC's referred to in the offer letter accompanying from of offer at the rate entered in offer sent herewith and signed by me/us and to abide by the terms and conditions as mentioned in the brochure.

I/We the undersigned do hereby state and declare that I/We whose names are given here in below in details with the address, have not filled in this Bid under any other name or under the name of any establishment/firm or any other person, who have filled in the offer for the aforesaid work.

I/We the undersigned have filled in the accompanying offer with full knowledge of liabilities and therefore, we will not raise any objection or dispute in any manner relating any action, including forfeiture of deposit and blacklisting, for giving any information, which is found to be incorrect and against the instructions and directions given in this offer.

I/we further agree and undertake that in the event it is revealed subsequently after the allotment of work agreement to me/us, that any information given by me/us in this Bid is false or incorrect, I/we shall compensate the MMRDA for any such losses or inconvenience caused to the MMRDA any manner and will not resist any claim for such compensation on any ground whichever I/We agree and undertake that we shall not claim in such case any amount by way of damage or compensation for cancellation of the work given to me/us or any work assigned to me/us or is withdrawn by the MMRDA.

I/We have examined the details of all articles to be supplied and have carefully noted the conditions of the agreement and the specifications with all the stipulations of which I/We agree to comply.

Name & Signature with
Seal

LICENSE AGREEMENT

THIS AGREEMENT made and entered into at Mumbai this day of, Two Thousand between the Mumbai Metropolitan Region Development Authority, through its Lands & Estate Manager, Lands & Estate Cell having its office at 7th Floor, old MMRDA Bldg., Bandra-Kurla Complex, Bandra (E), Mumbai-51., hereinafter referred to as “**the Licensor**” (Which expression shall includes its officer, servant, agent, administrators, successor, assigns, etc.) of the One Part; And M/s..... having its office at hereinafter referred to as “**the Licensee**” (Which expression shall include its officer, servant agent, administrators, successor, assigns, etc.) of the Other Part.

AND WHEREAS the Licensor are the owners of the two public sanitary conveniences (PSC’s) situated at Phase-I of Wadala Truck Terminal, Wadala, Mumbai-400037, as shown in the Plan with red colour boundary annexed herewith as “**Annexure-I.**”

AND WHEREAS the owners are desirous of letting out the said public sanitary conveniences (PSC’s) to the intending Agencies to operate and maintain on pay and use basis as per Bid notice published in newspapers on ____th Day of January, 2021.

AND WHEREAS the Licensee has offered highest License Fee of Rs. _____/- per month to the Licensor and requested to allow him to operate and maintain the said PSC’s for the visitors, staff, customers entering in the Truck Terminal and deposited Security Deposit a sum of Rs.4,00,000/- (Rupees Four Lac Only) vide Receipt No. _____, dated _____.

AND WHEREAS the Licensor has accepted the request and the parties are desirous of recording the terms and conditions as follows :-

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

3. The Licensor shall let out and allow the Licensee to operate and maintain PCS’s for the period of 3 years commencing from _____ to _____

4. The Licensee shall pay monthly License Fee of Rs. _____/- on or before 10th day of every month and if the bidder fails to deposit the amount by Demand Draft, the outstanding amount of License Fee shall be recovered from the amount of the Security Deposit to that extent without any intimation or notice by the Licensor and the Licensee shall reinstate the same by fresh Security Deposit. However, the Licensor reserves right to accept the said payment after due date along with an interest as may be fixed by the Authority from time to time for delayed payment. The Licensee shall also pay applicable GST.
5. The monthly License Fee offered by the Licensor being highest bidder shall be increased every year by 10% over the License Fee of the previous year.
6. The Security Deposit deposited by the Licensee which will be refunded to the licensee after the expiry of period without interest.
7. The Licensee will be allowed to charge prevailing rates for the use of the PSC's i.e. Rs.2/- for W.C. and Rs.5/- for bath in case of individual users. However monthly passes shall be issued to the persons in the Wadala Truck Terminal area at the concessional rate of Rs.25/- for W.C. and Rs.50/- for bath per month per person. The Licensee will have to carry out all necessary repair work of the PSC Blocks at his own cost and to the satisfaction of the Chief Engineer, MMRDA or his representative.
8. The Licensee shall have to arrange all the materials & labours required for the work.
9. The Licensee agreed that at any point of the time the owner's officers, staff members, employee shall be enable to inspect the premises and the Licensee shall not object or create hindrance to the owner's, officers, employee or staff members.
10. The Licensee shall keep the PSC's open in usable condition during the full working time for its visitors, customers, members, etc. and shall not keep it closed for any reason except unavoidable circumstance which prevented him to do so, under intimation to the Owner.
11. The Licensee agreed that he will not sub-let or create any third party interest in respect of the said PSC's in any manner whatsoever. The Licensee shall not claim any right title or interest or tenancy right in respect of the said premises.
12. The Licensee agreed that they will not carry on any illegal or immoral business or activities in the said premises.

13. Permission for water supply, sewerage and electricity shall be provided by the MMRDA. However water supply bills, electric bills, property tax and other taxes, service charges etc. shall be paid by the Licensee directly to the concerned Authorities.
14. The Licensee shall maintain the PSC's/urinals and its immediate vicinity in a clean condition at their own cost by engaging their own labours. Necessary fitting surroundings and the garden maintained thereat shall be maintained in most clean and tidy manner.
15. The Licensee shall immediately attend to the replacement of defective & damaged wiring and other electrical fittings, replacement of worn-out water pipes, drainage pipes, manhole covers and any other fittings, etc. by their own expenses.
16. The Licensee shall make their own arrangement to remove the choke etc. in W.C./Urinals/Washing places/Sewer lines/Street connections etc.
17. The Licensee shall be responsible for the damage done if any to the PSC/Urinals. They shall make their own arrangement for security of the PSC/Urinal by manning their own caretakers.
18. The Licensee shall use effective disinfectants and deodorants and plenty of water for cleaning the PSC/Urinals frequently to facilitate the public to use the PSC's/Urinals as per requirement of the locality.
19. The Licensee shall carry out repairs to doors, windows, renewal of broken plasters R.C. jallies, wiremesh, glazed tiles, channels, flushing cisterns, soil pans, urinal stalls, collapsible doors, etc. at their own cost during the contract period.
20. The Licensee shall be responsible and shall indemnify the MMRDA from any harm of injury caused to life or property due to any cause etc.
21. The Licensee shall be responsible for and shall indemnify and shall keep indemnified the MMRDA from and against all losses suits damages, costs, charges, claims and demands whatsoever including claims under "Workmen Compensation Act, 1925", which the MMRDA and their officers, servants sustain, incur or become liable to pay by reason or inconsequence of any other person or directly or indirectly either to the life or property of the MMRDA at any time thereafter due to any cause in connection with the, operation and maintenance.

22. On account of expiry of the contract or of failure on the part of the Licensee to observe any of the contract conditions, the Licensee shall immediately give the vacant possession of the sites, failing which it shall be lawful for the MMRDA or any other person authorised by the MMRDA to take possession of the said at the risk and cost of the Licensee.
23. In all cases of disputes decision of the Licensor shall be final and legally binding upon the Licensee.
24. The permission shall be liable to be terminated or revoked of the Licensee assign, transfer or sublet their license to any other person (s) in any manner whatsoever.
25. The Licensee shall not display advertisement on the sites without due permission
26. The Licensee shall keep a complaint register on prominent place preferably at/near the attendance counter for inspection by officer of the MMRDA to check and monitor the performances of the agencies maintaining the P.S.C's blocks, The Licensee shall be liable to pay the penalty of Rs.100/- (per day) in case of complaint register/book is not maintained at site. Remarks/Suggestions made in the register /book shall be promptly attended to.
27. The Licensee shall post regular maintenance supervisors. Their work shall be supervised by visiting squad and vigilance staff to ensure 100% proper cleaning and maintenance. The Licensee shall be liable to pay the penalty of Rs.100/- (per day) in case cleanliness is not maintained at site.
28. The Licensee had become eligible for this license on the basis of the document submitted for eligibility with regards to their registration, annual turnover, experience, etc. The Licensee hereby declares that all document submitted by them in this respect are true and if any such document found to be false, duplicate, forged, etc., the Licensor will be entitled to terminate this agreement and take appropriate action as deemed fit and the Licensee shall be abide by the decision of the Licensor.
29. In the event of any breach of the terms and conditions, the MMRDA shall be entitled to terminate their agreement after giving three months notice in writing to the bidder with reasons for such termination. In such case the Security Deposit paid by the bidder shall be forfeited. In case the bidder intends to terminate the license, he shall give three months prior notice in writing to the Authority, with reasons for such termination. In such case the Security Deposit paid by the bidder shall be forfeited.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day year first hereinabove written.

SIGNED, SEALED AND DELIVERED)

By the within named "Owner")

The Mumbai Metropolitan)

Region Development Authority)

Through Shri Neetin V. Waghmare,)

Lands & Estate Manager)

LICENSOR

In the presence of

1) _____

2) _____

SIGNED AND DELIVERED)

By the within named Licensee)

M/s)

In the presence of)

LICENSEE

1) _____

2) _____

LOCATION PLAN

