

Brihanmumbai Municipal Corporation

Solid Waste Management Department



Request For Proposal (RFP)

Subject: Appointment of agencies for Operation & Maintenance (O & M) of newly constructed Aspirational Toilets at places of Touristic, Cultural & Religious importance in Brihanmumbai.

Website – portal.mcgm.gov.in or <https://mahatenders.gov.in>

Due Date - 13.10.2025

Office of the,

Deputy Chief Engineer (Solid Waste Management) Operation,

6th floor, Pant Nagar Garage Building ,

Behind BEST Depot, Pant Nagar, Ghatkopar (East),

Mumbai – 400 075

Email id:-dyche01op.swm@mcgm.gov.in

On or before 13:00 hrs on 13.10.2025

RFP document can downloaded from the website <https://mahatenders.gov.in> from 23.09.2025

Onwards.

Other details can be seen in the RFP document.

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Brihanmumbai Municipal Corporation

Solid Waste Management Department

1. Notice For Inviting Request For Proposal (RFP)

BMC invites Request For Proposal (RFP) for “Appointment of agencies for Operation & Maintenance (O & M) of newly constructed Aspirational Toilets at places of Touristic, Cultural & Religious importance in Brihanmumbai.”

BMC invites RFP online can be downloaded from <https://mahatenders.gov.in> of the e-procurement system of the GoM to appoint experienced & competent contractor for the aforementioned work from the contractors i.e. Eminent firms, Proprietary / Partnership firm/ Private Limited Companies/ Public Limited Companies/ Companies registered under the Indian Companies, Act 2013. The firm/operating agency having similar experience in operation & maintenance of public toilet or housekeeping subsequently at least two (2) years in local body/Semi Govt./Govt. of Maharashtra/Govt. Of India/ public sector organization during last 7 years ending last day of month previous to the one in which RFP are invited.

The RFP document is available on BMC portal (<https://portal.mcgm.gov.in>) along with this RFP notice. However, the blank forms and the detailed information regarding RFP will be available on website **www.mahatenders.gov.in** from **23.09.2025 to 13.10.2025 up to 13:00 Hrs.** Other details can be seen in the RFP document.

Sr.No.	Description of the Work	Cost of the blank RFP form (to be paid online) in Rs.	Earnest money deposit (to be paid online) in Rs.	Contract period of the work
	“Appointment of agencies for Operation & Maintenance (O & M) of newly constructed Aspirational Toilets (AT) at places of Touristic, Cultural & Religious importance in Brihanmumbai on revenue sharing basis.” – 07 nos. of AT blocks.			

Note :

- All the information related to Aspirational Toilet (AT) Block such as Ward, Zone in which toilet includes, Toilet location, proposed toilet seats, construction area in Sq. Meter, and other proposed facilities are already provided in Table format in RFP.
- All the locations and number of Seats mentioned in the table are tentative and could be altered, added or deleted without assigning any reason thereof.
- Interested agencies visit the said locations & gather all relative information which is necessary for the O & M of AT blocks for 10 years.
- The participating bidder are free to quote at par or below or above the base price decided by the BMC as a license fee for independently for each AT Blocks.
- The bidders may free to participate and shall quote for one or all AT Blocks. It will be BMC's discretions to award one or more than one AT blocks restricted to three to any responsive bidder who will fulfil eligibility criteria for the subject work. The criteria for the award of the AT block is depends

on the the premium amount quoted by the bidder over the base price decided by the BMC in Bill of Quantity (BOQ). If in the event that all the quotes received online from the bidders for a particular toilet are lower than the base price specified in the BOQ and rates, the highest quote among them shall be considered for selection.”

TABLE A:-

Sr. No.	Zone	Ward	Structure	Toilet	Cost of the blank RFP form (to be paid online) in Rs.	Earnest money deposit (to be paid online) in Rs.	Contract period of the work
			Gr./Gr.+1	location			
				(Geographic)			
A	B	C	D	E	F	G	H
1	I	A Ward	Gr.	Opposite to Lion Gate (18.926542, 72.833534)	3630+ 18%GST	11830/-	10 yrs.
2	I	A Ward	Gr.+1	Opp. High Court, K.B.Patil Road (18.918554, 72.83181)	3630+18% GST	18590/-	10 yrs.
3	I	A Ward	Gr.+1	Opposite to Fashion Street (18.938706, 72.830309)	1452 + 18%GST	8450/-	10 yrs.
4	I	A ward	Gr.+1	Fashion Street Khau Galli (18.938585, 72.830152)	3630 + 18%GST	11830/-	10 yrs.
5	I	A ward	Gr.	Vidhan Bhavan (18.927144, 72.823592)	3630 + 18%GST	14365/-	10 yrs.
6	I	D	Gr.+1	Banganga, Walkeshwar (18.945583, 72.794025)	1452+ 18%GST	8450/-	10 yrs.
7	II	G/N	Gr.+1	Mahim Reti bunder (19.044843, 72.838919)	1452 + 18%GST	8450/-	10 yrs.

Sr.No.	Name/Location of Toilet	RFP Document No.
1	Opposite to Lion Gate	2025_MCGM_1220361_1
2	Opp. High Court, K.B.Patil Road	2025_MCGM_1220363_1
3	Opposite to Fashion Street	2025_MCGM_1220364_1
4	Fashion Street Khau Galli	2025_MCGM_1220365_1
5	Vidhan Bhavan	2025_MCGM_1220366_1
6	Banganga, Walkeshwar	2025_MCGM_1220367_1
7	Mahim Reti bunder	2025_MCGM_1220369_1

The pre-bid meeting will be held on **01.10.2025 at 15:00 Hrs**, venue of the same is at **Hon.DMC(SWM) at 3rd floor, New Building ,Municipal Head Office Mumbai – 400001** under his Chairmanship. The prospective bidder(s) should submit their suggestions/observations, if any, in writing / email minimum 2 days before Pre-bid meeting. Only suggestions / observations received in writing/email to the office

of Dy.Ch.Eng. (SWM) Operation will be discussed and clarified in pre-bid meeting and any modification of the RFP documents, which may become necessary as a result of pre-bid/ RFP meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum. The RFP uploaded shall be read along with any modification. Authorized representatives of prospective bidder(s) with authorization letter on firms letterhead, can attend the said pre-RFP meeting and obtain clarification regarding specifications, works & RFP conditions.

Bidders shall note that any addendum/corrigendum issued regarding this notice/RFP will be published on the BMC portal and Mahatender portal only. No addendum/corrigendum will be published in the local newspapers.

The Authority (BMC) shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

Add : Deputy Chief Engineer (Solid Waste Management) Operation,

6th floor, Pant Nagar Garage Building,
Behind BEST Depot, Pant Nagar, Ghatkopar(East),
Mumbai – 400 075
email id: -dyche01op.swm@mcgm.gov.in

Bidding Process will comprise of THREE stages.

The RFP form can be downloaded from <https://mahatenders.gov.in>. (Mahatender portal) online payment of Tender fees as mentioned in above TABLE A.

The applicants may have Vendor Registration or get mandatorily registered with e-procurement system of Govt. of Maharashtra (Mahatenders) for e-tendering process & obtain login credentials to participate in the online bidding process.

For e-Tendering registration digital signature certificates are necessary, please refer the authorised digital signature vendor list available at <https://cca.gov.in> or any Licensed Certified Agency (C.A.)

The applicants are not registered with BMC are mandated to get registered (Vendor Registration) with BMC.

i) To download the application form, for those applicants not having vendor registration, need to apply first for vendor registration at the office of Account Officer (FAR), 3rd floor, Municipal Headquarter.

ii) For e-Tendering registration, enrolment for digital signature certificates and user manual, please refer to respective links provided in e- tendering tab. Vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller of certifying authorities namely, Safes crypt, IDRBT, National informatics centre, TCS, CUSTOMS, MTNL, GNFC and e- Mudhra CA.

Bidders are also advised to refer “Bidders Manual Kit” available at <https://mahatenders.gov.in/nicgp/app> page-> Bidders Manual Kit & service -> page for further details about the e-tendering process.

For any help, in the e-Tendering process, can be availed 24 x 7 by dialling help-desk number 022-22046934/ 22837339 from 11:30 AM to 5:00 PM on all working days. Email sport Technical : support-eproc@nic.in.

-sd/-

Dy. Ch.E. (SWM) Operation

Note:

- **BMC reserves the right to cancel this request for RFP outrightly and or invite a fresh with or without amendments, without liability or any obligation for such request for RFP and without assigning any reason. Information provided at this stage is indicative and BMC reserves the right to amend/ add further details in the RFP.**

1. Schedule of Events and venue:

1	RFP document number	
	Sr. No.	Name/Location of Toilet
	1	Opposite to Lion Gate
	2	Opp. High Court, K.B.Patil Road
	3	Opposite to Fashion Street
	4	Fashion Street Khau Galli
	5	Vidhan Bhavan
	6	Banganga, Walkeshwar
	7	Mahim Reti bundar
2	Subject	“Appointment of agencies for Operation & Maintenance (O & M) of newly constructed Aspirational Toilets at places of Touristic, Cultural & Religious importance in Brihanmumbai.”
3	Mode of submission	Online mode
4	Start /Publish date for downloading Request for Proposal (RFP) document online	23.09.2025 at 11:00 Hrs.
5	Last date for downloading Request for Proposal (RFP) document online	13.10.2025 upto 13:00 Hrs.
6	Cost of the blank RFP form and Earnest money deposit	Please refer Table A
7	Pre-Bid (RFP) Meeting	01.10.2025 (Venue :in the office of DMC SWM, at MHO, CSMT) at 15:00 Hrs.
8	Last Date of Submission of RFP Online with relevant documents)	13.10.2025 at 13:00 Hrs.
9	Date of opening of RFP (Packet A & B)	13.10.2025 at 16:00 Hrs.
10	Opening of Financial Packet (Online)	17.10.2025 at 13:00 Hrs.
10	Venue	Deputy Chief Engineer (Solid Waste Management) Operation, 6th floor,Pant Nagar Garage Building,Behind BEST Depot, Pant Nagar, Ghatkopar (East), Mumbai – 400 075. email id:- dyche01op.swm@mcgm.gov.in
11	Validity of RFP	180 day from the date of Opening of RFP

Note:

1.The Schedule indicated in the document is tentative and BMC may change any or the entire schedule and same may uploaded on BMC portal (portal.mcgm.gov.in) or www.mahatenders.gov.in

2.Queries raised before the Pre-RFP Meeting if any may be referred in writing to the Deputy Chief Eng.(S.W.M) Operation at above mentioned address or at email: dych01op.swm@mcgm.gov.in only.

3. Participating firm/ agencies are advised to study this RFP document carefully before submitting their bids in response to the Bid Notice. Submission of a bid in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

2. DISCLAIMER :

The information contained in this RFP document or provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Brihanmumbai Municipal Corporation (BMC), hereafter also referred as “The Authority “, or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP includes statements, which reflect various assumptions and assessments arrived at by Brihanmumbai Municipal Corporation (BMC) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Brihanmumbai Municipal Corporation (BMC), its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources .

Information provided in this RFP to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Brihanmumbai Municipal Corporation (BMC) accepts no responsibility or the accuracy or otherwise for any interpretation or opinion on law expressed here. Brihanmumbai Municipal Corporation (BMC), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with pre-qualification of Applicants for participation in the Bidding Process. Brihanmumbai Municipal Corporation (BMC) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any applicant upon the statements contained in this RFP.

Brihanmumbai Municipal Corporation (BMC) may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that Brihanmumbai Municipal Corporation (BMC) is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and Brihanmumbai Municipal Corporation (BMC) reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Brihanmumbai Municipal Corporation (BMC) or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and Brihanmumbai Municipal Corporation (BMC) shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

3. Glossary:

Abbreviations or Acronyms	Description
BMC	Brihanmumbai Municipal Corporation
SWM Dept.	Solid Waste Management Department
SBM- U	Swachh Bharat Mission - Urban
SWM Rules – 2016	Solid Waste Management Rules - 2016
IEC activity	Information Education & Communication Activity
RFP	Request for Proposal
AT Blocks	Aspirational Toilet Blocks
CT Blocks	Community Toilet Blocks
P & U T Blocks	Pay and Use Toilet Blocks
O & M	Operation and Maintenance
SSP Dept.	Slum Sanitation Programme Department
QCBS	Quality & Cost – Based Selection
PQC	Pre Qualification Criteria
EMD	Earnest Money Deposit (Bid Security)
ASD	Additional Security Deposit
SD	Security Deposit (Contract Deposit)
WPG	Work Performance Guarantee
BOM/BOQ	Bill of Material / Bill of Quantity
CA	Contract Agreement
PO/ WO	Purchase Order / Work Order
ST	Septic Tank

4. **Definitions:**

"Authority" shall mean Brihanmumbai Municipal Corporation ("BMC").

"Authorization" means the consent given by the Maharashtra Pollution Control Board to the "Operator of a Treatment /Disposal Facility".

"Bid Security" shall mean the Security furnished by the Bidder as mentioned in Clause 2.3 of this document.

"City" means the city of Mumbai.

"Collection" means lifting and removal of Construction & Demolition Wastes from residential and non-residential premises, roads/streets/lanes/bye lanes or any other collection point that may be prescribed by the Authority.

The **"Contract"** shall mean the tender and acceptance thereof and the formal agreement if any, executed between the Contractor, Commissioner and the Corporation together with the documents referred to therein including these conditions and appendices and any special conditions, the specifications, designs, drawings, price schedules, bills of quantities and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

"Contractor" shall mean the Selected Bidder/ Successful Bidder/Consortium which enters into the Contract Agreement with Authority pursuant to issuance the LOA.

"Contract Agreement" shall mean the agreement entered between the Authority and the Contractor, pursuant to this RFP.

"Contract Period" is as defined in the table A of this RFP.

"Consortium" shall mean two or more parties coming together for submission of Bid in response to "this RFP" pursuant to Memorandum of Understanding signed between them.

"Damages" shall mean the damages payable by either Party to the other of them, as set forth in the RFP.

"Disposal" means final disposal of C&D waste inerts / rejects at a disposal site finalised by the selected bidder adhering to relevant Govt. norms for receiving such materials.

"Document" or "Documentation" means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form in relation to this Project.

"License Fee" means the amount payable by the contractor to the authority.

"Financial Bid" shall mean a document quoting the base price of O & M of aspirational toilet by the Bidders in response to the RFP including clarifications and/or amendments, if any.

"Letter of Acceptance" or "LOA" means the letter issued by the Authority to the Selected Bidder/Consortium whose Bid has been accepted by the Authority pursuant to this RFP for undertaking and executing the Project in conformity with the terms and conditions as set forth in this RFP.

"Liquidated Damage" shall mean any loss/losses caused or sustained by BMC/Authority due to non-performance of any act as per the Scope of Work of this RFP or performance or carrying out of any act expressly or impliedly prohibited by the BMC/Authority as per the terms and conditions of this RFP or otherwise in good faith by the Contractor. Such losses shall be recoverable from the Contractor to the extent of the default of the Contractor.

"Municipal Authority" means Brihanmumbai Municipal Corporation (BMC) or any other local body constituted under the State Laws or relevant Statutes.

"Municipal Solid Waste" shall include "Garbage", "Waste" and vice versa.

"Operation & Maintenance" means the operation and maintenance of the Aspirational toilet – 07 Nos and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities in accordance with the provisions of this RFP;

"Operation & Maintenance Period" means the period commencing from the date and ending on the last day of the Contract Period or Termination of the Contract Agreement, whichever is earlier;

"Operator of a Facility" means the Contractor or his authorized representative duly approved by the Authority, who owns or operates a facility or undertakes the operation & maintenance of Aspirational Toilet- 07 Nos.

"Parties" means the parties to the Contract Agreement collectively and "Party" shall mean any of the parties to the Contract Agreement individually;

"Work Performance Security" means the guarantee for performance of its obligations to be procured by the Contractor in accordance with this document.

"Project" means all the activities envisaged to be carried out under this RFP;

"Request for Proposal" or "RFP" means invitation of bids setting for the technical and commercial terms and conditions, of the bid & includes this document, the Contract Agreement and all the Annexures and Appendices attached to the RFP and Addendums issued by BMC.

"Specifications and Standards" means the specification and standards relating to the quality, quantity, capacity and other requirements for the Project and any modifications thereof, or additions thereto expressly approved by, the Authority.

"Storage" means the temporary containment of Construction & Demolition Wastes in covered containers/ storage site in a manner so as to prevent littering.

The **"Bidder"** is a person or corporate body who has desired to submit Bid to carry out the Works, till the tender process is concluded.

"Selected Bidder" shall mean the Contractor/Successful Bidder to whom the LoA has been issued.

"Taxes" means any Indian Taxes including GST, Service Tax, Excise Duties, Customs Duties, Value Added Tax, Sales Tax, Local Taxes, Cess and any Impost or Surcharge of like nature (whether Central, State or Local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government, or Municipal Authority but excluding any interest, penalties and others sums in relation there to imposed on any account

whatsoever. For the avoidance of doubt, Taxes shall not include Taxes on Corporate Income.

The “Contract Cost” means the Contract Sum. This cost shall be included in the letter of acceptance.

A “Defect” is any part of the Works not completed in accordance with the Contract.

“Drawings” means all the drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract and all drawings, calculations, samples, patterns, models, operation & maintenance manual and other technical information of like nature submitted by the Contractor and approved by the Engineer.

The “Employer” shall mean the Brihanmumbai Municipal Corporation (BMC)/ Municipal Commissioner for Brihanmumbai, for the time being holding the said office and also his successors and shall also include all “Additional Municipal Commissioners, Director (Engineering Services & Projects)” and the Deputy Municipal Commissioner, to whom the powers of Municipal Commissioner, have been deputed under Section 56 and 56B of the Mumbai Municipal Corporation Act.

The “Engineer in-charge” shall mean the Executive Engineer in executive charge of the works and shall include the superior officers of the Engineering department i.e. Dy.Ch.Eng/ Ch.Eng. and shall mean and include all the successors in BMC.

The “Engineer's Representative” shall mean the Assistant Engineer, Sub. Engineer/Jr. Engineer in direct charge of the works and shall include Sub Eng./ Jr. Eng of Civil section/ Mechanical section/ Electrical section appointed by BMC.

The “Engineer” shall mean the City Engineer / the Hydraulic Engineer / the Chief Engineer / the Special Engineer, appointed for the time being or any other officer or officers of the Municipal Corporation who may be authorized by the commissioner to carry out the functions of the City Engineer / the Hydraulic Engineer / the Chief Engineer / the Special Engineer or any other competent person appointed by the employer and notified in writing to the Contractor to act in replacement of the Engineer from time to time.

“Termination” means termination of this Contract Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of the Contract Agreement but shall not, unless the context otherwise requires, include the expiry of the Contract Agreement due to efflux of time in the normal course.

“Malpractices” shall mean any activity related to the project causing monetary, legal, social, environmental, etc. losses to BMC .

The “Intended Completion Date” is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the O & M Works and works of routine maintenance.

Plant is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.

“Routine Maintenance” is the daily/ weekly /quarterly/ half yearly/ yearly maintenance of activities of the completed structure/ aspirational toilet block for ten years as specified in the RFP.

The “Site” shall mean the land and other places including water bodies more specifically mentioned in the special conditions of the tender, on, under in or through which the permanent works or temporary works are to be executed and any other lands and places provided by the Municipal Corporation for working space or any other purpose as may be specifically designated in the contract as forming part of the site.

“Jurisdiction”: In case of any claim, dispute or difference arising in respect of a contract, the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any claim, dispute or difference shall be instituted in a competent court in the City of Mumbai only.

“Specification” shall mean the specification referred to in the tender and any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the Engineer.

“The Start Date/Commencement Date”: It is the date when the Contractor shall commence execution of the Works.

“Subcontracting”: Subletting shall not be allowed. If subletting is observed during the course of the contract, it shall result in the termination of contract at risk & cost of the successful bidder.

“Communications”: means All certificates, notices or instructions to be given to the Contractor by Employer/ Engineer shall be sent on the address or contact details given by the Contractor of Bid. The address and contact details for communication with the Employer/ Engineer shall be as per the details given in Contract Data. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

5. Interpretation:

In this RFP Document, unless the context otherwise requires,

- I. Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to or is capable of being applied to any transactions entered hereunder.
- II. References to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines, or bylaws which have the enforce of law or as per prevailing practices as applicable in India.
- III. The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, Firm, companies, councils, joint ventures, trusts, associations, organizations, or other entities (whether having a separate legal entity).
- IV. The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract under the RFP.
- V. The words "include" and "including" are to be construed without limitation.
- VI. Any reference to a day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively.
- VII. Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days and/or dates.
- VIII. Any reference to any period of time shall mean a reference according to Indian Standard Time (IST).
- IX. Any reference at any time to any Contract, deed, instrument, license or document of any description relating to this tender/ RFP shall be construed as reference to that Contract, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference.
- X. References to recitals, Articles, sub-articles, clauses, or Schedules in this Tender Document/ RFP shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses, and Schedules of or to this Tender/ RFP Document.
- XI. Any Contract, consent, approval, authorization, notice, communication, information, or report required under or pursuant to this Tender Document/ RFP from or by any Party or shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party.

6. Preamble:

Mumbai being the metropolitan city and financial capital of India has a steady stream of floating population/in-transit population throughout the day and the numbers are increasing day by day. Almost 50 to 60 Lacs of visiting/in-transit travellers coming to Mumbai city every day.

Being a renowned local body as a 'BMC', already eradicated open defecation & manual scavenging and adopted sustainable waste management practices, good behavioral practices, holistic approach towards capacity augmentation & enabling environment for private sector's involvement in order to achieve the high level cleanliness & sanitation at high footfall areas, commercial areas, gardens, adjacent road area of railway stations, main roads, shopping areas and tourist places provides world class facilities throughout the Mumbai region 24 x 7.

At present to fulfill the sanitation of the above-mentioned areas, there are around 787 "Pay & Use" Public Sanitation Conveniences (PSCs) in existence and these are built and operated by Local Non-Government Organizations' (NGOs) on "Pay and Use" basis. Each PSCs has facilities like toilet, bathroom & urinals for ladies, gents & physically challenged citizens in separate adjacent area.

On the guideline of Central government's Swachha Bharat Mission 2.0 (SBM 2.0) Department of urban development, government of Maharashtra has a new programme of providing 100 aspirational toilets Blocks in Maharashtra which are of Touristic, Cultural and Religion importance. It is proposed to construct fully facilitated toilet blocks called 'Aspirational Toilets Blocks' whenever possible depending upon accessibility, availability of space. This shall provide tourist and floating population upgraded sanitation facilities and improved hygienic standards and the ranking in Swachha Bharat Mission can be upgraded. These toilet blocks are designed aesthetic point of view and shall add to the beautification of Mumbai City.

Slum Sanitation Program (SSP) section has initially identified 22 locations with coordination with ward officers for the construction of Aspirational Toilets through the city. Currently 7 no. of Aspirational toilets blocks are under constructions and propose for O&M. The location of the Aspirational toilet blocks could be altered, added or deleted as per site conditions. The work of appointment of agency on revenue share basis for Operation & Maintenance (O&M) of this Aspirational Toilets (AT) is being carried out by SWM Operation Department. The key responsibilities for operation and maintenance include maintaining sanitation & cleanliness, supplying toiletries, providing sanitation services, payment of utility services (including electricity, water supply, and wastewater management), and ensuring the upkeep of the civil infrastructure of the toilets. All the O & M activities of A.T. Blocks shall carry out by collecting charges/fee from users availing the service of Toilets, Bathrooms and Lockers provided in it.

7. Pre qualification Criteria & Similar Experience :

BMC has invited this Request for Proposal (RFP) for, “Appointment of agencies for Operation & Maintenance (O & M) of newly constructed Aspirational Toilets at places of Touristic, Cultural & Religious importance in Brihanmumbai” on revenue share basis for total 10 years to obtain the proposals from contractors / agency, multidisciplinary Engineering Organizations i.e. eminent firm, Proprietary/ Partnership firms/ Private Ltd Companies/ Public Ltd. Companies/ Companies registered under the Indian Companies act- 2013 having **similar experience** in **operation & maintenance of public toilet or housekeeping subsequently at least two (2) years in local body/ Semi Govt./ Govt. of Maharashtra/ Govt. of India/ public sector organization** during last 7 years ending last day of month previous to the one in which RFP are invited as prime contractor.

i. Technical Capacity :

Sr. no.	Toilet Name/Location and Ward	Three similar completed works each of value not less than amount as mentioned below (Rs.)	OR	Two similar completed works each of value not less than amount as mentioned below (Rs.)	OR	One similar completed works each of value not less than amount as mentioned below (Rs.)
1.	Opposite to Lion Gate (18.926542,72.833534) A ward	2,36,600		2,95,750		4,73,200
2.	Opp. High Court, K.B.Patil Road(18.918554, 72.83181) A Ward	3,71,800		4,64,750		7,43,600
3.	Opposite to Fashion Street (18.938706, 72.830309) A Ward	1,69,000		2,11,250		3,38,000
4.	Fashion Street Khau Galli (18.938585, 72.830152) A Ward	2,36,600		2,95,750		4,73,200
5.	Vidhan Bhavan (18.927144, 72.823592) A Ward	2,87,300		3,59,125		5,74,600
6.	Banganga, Walkeshwar (18.945583, 72.794025) D Ward	1,69,000		2,11,250		3,38,000
7.	Mahim Reti bunder (19.044843,72.838919) G North	1,69,000		2,11,250		3,38,300

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.

ii. Financial Capacity :

The Bidder shall have achieved an average annual financial turnover as certified by 'Chartered Accountant' not less than an amount as mentioned in the table below in **2021-22, 2022-23 , 2023-24 & 2024-25.**

Sr. no.	Toilet Name and Ward	Average annual financial turnover (in Rs.)
1.	Opposite to Lion Gate (18.926542,72.833534) A ward	3,54,900
2.	Opp. High Court, K.B.Patil Road(18.918554, 72.83181) A Ward	5,57,700
3.	Opposite to Fashion Street (18.938706, 72.830309) A Ward	2,53,500
4.	Fashion Street Khau Galli (18.938585, 72.830152) A Ward	3,54,900
5.	Vidhan Bhavan (18.927144, 72.823592) A Ward	4,30,950
6.	Banganga, Walkeshwar (18.945583, 72.794025) D Ward	2,53,500
7.	Mahim Reti bunder (19.044843,72.838919) G North	2,53,500

The value of each year's turnover shall be brought to current costing level by enhancing the actual value at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.

iii. Similar Experience :

The bidder shall have similar experience in operation & maintenance of public toilet or housekeeping subsequently at least two (2) years in local body/ Semi Govt./ Govt. of Maharashtra/ Govt. of India/ public sector organization during last 7 years ending last day of month previous to the one in which RFP are invited as prime contractor.

8. Aim & Objective of RFP:

- a. To invite online RFP from the agencies having similar experience in the field of sanitation in order to identify and appointment of a capable agency to oversee the comprehensive operation, maintenance, and upkeeping of newly constructed Aspirational Toilets (AT) at places of Touristic, Cultural & Religious importance in Brihanmumbai.
- b. This initiative aims to ensure the sanitation that the AT blocks is consistently maintained 24x7 to a high standard of cleanliness, functionality, and hygiene. By achieving this, the facilities will provide a pleasant and hassle-free experience for users, contributing to the overall appeal and reputation of Mumbai as a tourist-friendly destination.

8.1 Scope of Work:

The agency/ contractors, multidisciplinary Engineering Organizations i.e. eminent firm, Proprietary/ Partnership firms/ Private Ltd Companies/ Public Ltd. Companies/ Companies registered under the Indian Companies act- 2013 in their own name should have satisfactorily completed the work of similar nature experience: **in operation & maintenance of public toilet or housekeeping subsequently at least two (2) years** in local body/ Semi Govt./ Govt. of Maharashtra/ Govt. of India/ public sector organization during last 7 years ending last day of month previous to the one in which RFP are invited.

- i. To maintain & operate AT blocks 24 x 7 in 3 shifts by engaging one staff per shift as attendant cum supervisor for cleaning and washing the unit for shift of 8 hrs. including public holidays.
- ii. Regular Cleaning of toilets, including floor, walls, passages, fixtures, fittings, etc.
- iii. Provide Toiletries items to maintain the high-level cleanliness and hygiene of AT blocks throughout the day-night. Implement measures to prevent germs and diseases in the premises of AT blocks and its surrounding area up to 10 mtrs.
- iv. Provision of sundry items such as mirror, bucket, mug, toilet chair, wheelchair. At the time of inception, ~~installation of solar panel~~, Electrical wiring with fixtures and plumbing work will be made by SSP contractor. However, all type of Light fixtures, accessories with wiring and plumbing fitting with allied accessories shall be replaced by the O& M agency during the course of time till the completion of contract period.
- v. Ensuring the safety and security of users and staff in the AT block premises.
- vi. Addressing minor repairs in maintenance point of view and major repairs in coordination with the BMC. Painting once in 2 years or as directed by reviewing officers of BMC / AE (SWM) ward.
- vii. Display user-friendly signage, display boards, messages provided by BMC under implementation of SBM.
- viii. Maintain Sanitary napkin vending machine and napkin incineration machine.

- ix. Facilitate the information to the users about Baby care room, changing room, Luggage & Locker system available at the AT blocks. All the facility provided here must be maintained & operated throughout the contract period.
- x. Record Keeping – Preparation of Checklist for daily, weekly, monthly quarterly basis, cleaning & maintaining the records of cleaning schedules, maintenance logs and user feedback book. Submission of Reports if demanded by ward/executing Dept. Perform IEC activity for the comfort of the citizen

8.2 The Following is the broad scope of work:

8.2.1 Operation Management:

- a) Agency will be responsible for performing the operation and maintenance of the Aspirational toilet blocks and open 24 x 7 or operational during designated hours as decided by BMC. Time Period from 2:00 A.M. to 4:00 A.M. may reserve for thorough cleaning, refilling of water, maintenance of any type to be decided as per schedule, etc.
- b) The agency must provide professional staff, including cleaners and supervisors, to manage daily operations. To maintain & operate AT blocks 24 x 7 in 3 shifts by engaging one staff per shift as attendant cum supervisor for cleaning and washing the unit for shift of 8 hrs. including public holidays to carry out the following activities:-
 - i. Daily washing with water.
 - ii. Daily washing through phenyl, acid or recommended disinfectant, etc.
 - iii. Sweeping, cleaning, disinfecting up to 5mtrs area around the structure.
 - iv. Unloading of collected solid waste into the Municipal vehicle.
 - v. O & M Agency as Custodian duties- protecting the structure against damage & misuse, theft. Vandalisation of AT blocks, facilitate the information to the users about Baby care room, changing room, Luggage & Locker system available at the AT blocks. All the facility provided here must be maintained & operated throughout the contract period; prevent open urination surrounding the unit.
 - vi. Removal of handbills and washing of scrubbing inside and outside the structure.
 - vii. All the branded toiletries items used for cleaning per lit. or per kg or per unit shall provided by the agency as per the calculation carried out at their end to destroy to germ colony or as per the requirement.
 - viii. Ensure availability of water & electricity throughout the day. Or arrangement of water tanker to sustain the daily operation. No extra cost will be borne by BMC.
- c) The Agency shall be responsible for all operational expenses, including monthly electricity and water bills, consumables, manpower costs, and minor or routine maintenance. No reimbursement shall be provided by BMC for any such expenses.

i. Cleanliness and Hygiene Maintenance:

The toilet blocks must be maintained to a high standard of cleanliness and hygiene. This includes regular cleaning and sanitization of toilets, washbasins, urinals, walls, fixtures, floors etc. Waste must be disposed of regularly, and consumables such as soap, toilet paper, and other essentials must be replenished.

ii. Supply of Toiletries:

- a) The agency shall ensure the continuous availability of consumables such as soap, hand wash, toilet paper, tissues, hand dryers, Water supply, dustbins, sanitary napkin vending machines& incinerators, sanitary waste disposal bins.
- b) The agency shall provide toilet cleaning materials to the cleaning staff such as floor cleaning and toilet cleaners, brooms, mops, brushes etc.
- c) The agency should arrange for sufficient water supply at the structure for cleaning and washing.
- d) Uniform & personal protective gears shall provide to the cleaners such as hand gloves, mask, gumboot, etc.
- e) The following implements / disinfectants shall be supplied by the Agency to the staff engaged by them.
 - i. Cleaning Brooms
 - ii. Sweeping Broom
 - iii. Coir brush
 - iv. Scraping Sheet
 - v. Bamboo Basket
 - vi. Plastic containers
 - vii. Bamboo Reapers
 - viii. Plastic Buckets
 - ix. Plastic Mug
 - x. Sponge piece
 - xi. Washing Soap
 - xii. Hand wash
 - xiii. Hand dryer
 - xiv. Identity Card
 - xv. Apron inscribed “**BRIHANMUMBAI MUNICIPAL CORPORATION**”
 - xvi. Phenyl
 - xvii. Bleaching powder and lime powder
 - xviii. Any other commodity required for the proper functioning and maintenance of the toilets.
 - xix. Provision of water jet pump with high pressure gun for effective cleaning of

iii. User Experience Enhancement and Complaint Redressal:

- a) The agency shall deploy trained staff to assist users whenever required and promptly address to the registered complaints. Maintain the complaint register, suggestion box.
- b) A feedback mechanism, such as suggestion boxes or QR codes for digital feedback, must be provided to capture user experiences and areas for improvement towards persistent cleanliness and hygiene of the toilets. Provide online grievances redressal system.
- c) The agency shall provide necessary training to the cleaner & supervisor for the improvement of their behaviour to facilitate the information of the AT blocks to the users in friendly manner

iv. Aesthetic and Structural maintenance:

The agency must regularly paint and repair walls, ceilings, and floors to maintain the aesthetic appeal of the toilet blocks. The agency shall maintain the service level, maintenance of toilet fixtures, toilet accessories (mirrors, doorknobs, hinges, ventilation fans), electric bulb, switches, taps, nahani trap etc. Landscaping & hardscape, if any, surrounding the toilet block must also be well-maintained to achieve the objective of high-level sanitation in tourist, Cultural& Religious importance in Brihanmumbai of BMC under the SBM mission.

v. User fee:

- a) The agency shall collect the user fees from the users of Aspirational toilets which is to be approved by the Brihanmumbai Municipal Corporation under the Chairmanship of Hon. DMC(SWM)/Hon.AMC(City).
- b) It shall be noted that the usage of the urinal is free of cost for Children, Men, Women, handicap person and Transgender . The agency shall collect the user charges for facilities provided in A.T. blocks in order to operate and maintain the AT Blocks on revenue share basis in terms of paying as a **license fees for total 10 year duration** to the BrihanMumbai Municipal Corporation as quoted by bidder in the individual bid(per A.T. Block) online . **Toilet usage, Bathroom and Locker** shall be charged **for MEN at Rs.10/- , Rs.20/- and Rs. 100/- for 12 hours** respectively. **Toilet usage, Bathroom and Locker** shall be charged **for WOMEN at Rs.5 /- , Rs.20/- and Rs. 100/- for 12 hours** respectively. The usage of the **Toilet** is **free of cost** for Baby (Below 5 Years), handicap person and Transgender person.
- c) In future, any revision in user fee shall be sole discretion power of BMC to approve or reject revision in user fee.

vi. Monitoring and Reporting:

- a) Prepare the checklist of the daily washing / weekly / monthly / quarterly washing & maintenance activity to be performed as per schedule decided by the agency. The checklist & schedule shall provide to the executing agency for the review.
- b) Monthly reports on maintenance activities, footfall, feedback received, complaint redressal data and challenges encountered must be submitted regularly. Maintenance issues must be addressed within 24 hours for minor issues and 48 hours for major repairs. In case of prolonged maintenance activity same shall be brought before the executing department i.e.Dy.Ch.Eng.SWM operation & take the permission if more than 48 hours required.
- c) The agency or their representative shall personally visit the aspirational toilets regularly twice a day to keep watch over the performance of the workers employed by them& ensure cleanliness, sanitation & hygiene of the AT blocks. The representative shall attain the office of Dy.Ch.E.(SWM) Op. / AE (SWM) Ward as & when called.
- d) The agency must facilitate monitoring and audits of cleaning schedules, maintenance logs, and consumable stock updates of AT blocks by AE SWM Ward staff or Dy.Ch.E.(SWM) Op department staff. Maintain the digital record of AT blocks at their end by the operating agency & reproduce as & when required.
- e) The A.E SWM of the respective ward of BMC shall supervise the work from time to time and point out any unsatisfactory service rendered by the selected agency and shall be entitled to give suggestions as may be considered necessary and the selected agency shall be bound to carry out the work.
- f) In the event of incomplete and unsatisfactory service, negligence or slackness is found by the agency in carrying out the work, BMC shall call for the explanation and terminate the contract, if there is no improvement even after (repeated) instructions.The final authority for termination of the contract will be DMC(SWM)

vii. Cost of proposal:

The Agency is advised to visit the site on its own expenses and examine the Site of AT block and its surroundings and obtain for itself on its own responsibility to gather all information about the parameters involved such as number of users visited per day, water & electricity expenses, manpower, toiletries expenses per day, cost of the replacement of electrical & plumbing fixtures with allied required accessories, cost of the specialized machineries such as vacuum cleaner, air drier, fine jet with high pressure pump,etc. used for the cleanliness of AT blocks that may be necessary for preparing the application / proposal and entering a contract/ MoU for operation and Maintenance of these toilets.

viii. Award of Aspirational Toilet :

- a) The participating firm well understand that the capex expenditure (Toilet, Land, Utility) for all AT blocks has been already provided by BMC and operation and maintenance (O&M) cost only to be endured by agency through collecting user charges against the facility such as toilet, bathroom, luggage & locker room, etc.
- b) All the information related to Aspirational Toilet (AT) Block such as Ward, Zone in which toilet includes, Toilet location, proposed toilet seats, construction area in Sq. Meter, and other proposed facilities are already provided in Table format in RFP.
- c) All the locations and number of Seats mentioned in the table are tentative and could be altered, added or deleted without assigning any reason thereof.
- d) Interested agency visit the said locations & gather all relative information which is necessary for the O & M of AT blocks permitting the license for 10 year duration.
- e) The participating bidder are free to quote at par or below or above the base price decided by the BMC as a license fee for independently for each AT Blocks.
- f) The bidders may free to participate and shall quote for one or all AT Blocks. It will be BMC's discretions to award one or more than one AT blocks restricted to three to any responsive bidder who will fulfilling terms and conditions mentioned in the RFP and towards the fulfillment eligibility criteria for the subject work. The criteria for the award of the AT block is depends on the the premium amount quoted by the bidder over the base price decided by the BMC in Bill of Quantity (BOQ).
- g) To ensure the financial viability, it will proposing to award more than one AT Block to the eligible agency/firm, it will also be BMC's discretion to award more than one AT blocks restricted to three to any responsive bidder who will fulfil eligibility criteria for this more than one AT block. This allows the firms to share the revenue get from well performing toilets to offset the losses from those generating less revenue.

ix. O & M of Aspirational Toilet:

- a) Operation & Maintenance of AT Block is to be carried out by Private agency/firm individually. Cost of the Operation & maintenance shall be borne by the contractor through user fee, advertising inside the AT Blocks, etc.
- b) The agency is free to offer his module with detailed concept note so that the sustainability & workability of their module to be proven.

x. Service Level Agreement:

The successful bidder shall comply the service level benchmarks as per the criteria below.

Sr. No.	Assessment Criteria	Benchmark

1	Days of operations	The toilet complex shall function on all days including holidays.
2	Operation of toilet and vending kiosk	The toilets complex shall be functional all the time and in no condition the vending kiosk should function without the toilets.
3	Operation timings	The toilet complex shall be functional as specified by the BMC as mentioned in RFP.
4	Maintenance	All the component as specified in the RFP shall be functional
5	Cleanliness	Toilets shall be checked and cleaned five times a day or number of times as per requirement or as directed by BMC.
6	Audit	Time to time audit will perform for the toilet cleaning and quality by the staff of executing section or the staff of AE(SWM) Ward.

In case of exception for example legal dispute, fire incidents and extra which may hamper the delivery of service could be inform to the BMC. In such cases exemption could be given by the BMC for relaxation of service level.

xi. Evaluation of the Proposal:

- a) Evaluation of the RFP will be carried out as per the eligibility condition mentioned in this document and based on verification of the testimonials/ supportive documents submitted.
- b) RFP will be shortlisted based on past experience of handling and management of similar type of work, capabilities in terms of manpower and machineries and expertise in the field and presentation/ proposal to be submitted before the committee of BMC officers who's decision will be final.
- c) The agencies which meet the minimum 65 marks out of 100 in technical criteria will treat as a responsive agency. Then the financial proposal of the responsive agencies will be opened online. The responsive agency will be called for negotiation/ representation (if required) about the submitted proposal that to prove its sustainability towards the fulfilment of O&M of A.T. blocks as per their submitted concept note and then the procedure of awarding project will be initiated.
- d) Agency who qualify as per eligibility condition shall provide detailed concept note to address the scope of work, aims and objectives, solutions to the day to day work in terms of adopting

technique and methodology, any technical and other parameters of the proposed solution along with integrated sustainable solutions for O& M of AT blocks in Brihanmumbai region by complying prevailing rules & regulation and any other statutory requirements applicable time to time .

- e) Duly authorized representative(s) of the Interested Party shall digitally sign on each page of the document. Response to RFP should be prepared in such a way so as to provide a straightforward, detailing proposal for scope of work and concise description on Interested Party's organization and manpower capabilities.

xii. Submission of RFP for Agency

Technical criteria: The prospective bidders who fulfils the criteria mentioned in RFP will be further eligible for technical evaluation as mentioned in RFP.

Packet A shall Contain scanned copies of the following original documents- Scrutiny of this packet will be done strictly with reference to only the scanned copies of Documents uploaded online in **packet 'A'** .

- i. Firm shall provide the details in their letterhead -firm name with office address, name of the contact person & his contact number, email ID, vendor registration number, etc.
- ii. Valid Registration Certificate
- iii. Valid Bank Solvency Certificate of Rs. 03 lacs not more than one year old from due date of the RFP
- iv. A document in support of Registration under Maharashtra 'Goods & Service Act 2017. GST Registration Certificate in Maharashtra (or equivalent requirement under GST). Those not registered in Maharashtra shall submit an undertaking to the effect that if they are successful tenderer, they shall submit GST Registration Certificate in Maharashtra within 15 days of issue of work order, failing which payment for the work executed will not be released.
- v. Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- vi. Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of BMC.
- vii. Duly Digital signed RFP copy online.

NOTE:

- 1. If the tenderer(s) withdraw tender offer during the tender validity period, his entire E.M.D shall be forfeited.

2. If it is found that the tenderer has not submitted required documents in Packet “A” then, the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made within a time period of **three working days** otherwise they will be treated as non-responsive.

Packet B shall Contain scanned copies of the following original documents- Scrutiny of this packet will be done strictly with reference to only the scanned copies of Documents uploaded online in **Packet ‘B’** .

- i. The list of similar type of works alongwith work orders and Work performance certificates as stated in 7 – i, ii & iii of Post qualification successfully completed during the last Seven years in the role of prime contractor.
- ii. Annual financial turnover for preceding three financial years as certified by Chartered Accountant preceding the Financial Year in which bids are invited. Copies of Applicants duly audited balance sheet and profit and loss account for the preceding three financial years preceding the Financial Year in which bids are invited.
- iii. The bidder shall give undertaking on Rs 500/-stamp paper that it is his/their sole responsibility to arrange required machineries/ resources for operation and maintenance of the Aspiration Toilet Blocks as per the scope of work, specifications & terms and conditions mentioned in the RFP before start of the work.
- iv. Annexure A (Information regarding Status of Tenderer)
- v. The pre-contract integrity pact & declaration cum indemnity bond on Rs.500/- stamp paper separately (as per the proforma annexed in ‘Annexure B & C’)
- vi. Annexure D (Details of Litigation History on letter head).
- vii. Annexure E – Undertaking stating that bidder is paying wages to their staff as per Minimum Wages Act-1948, revised by the GOM and adapted by BMC from time to time.
- viii. Undertaking as per Annexure F for Grievance Redressal Mechanism.
- ix. Special Annexure –II
- x. The successful bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to BMC as and when demanded. In case of less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 500 stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.
- xi. The successful bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to BMC as and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 500 stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013.

- xii. Technical Evaluation – Similar Experience Documents. Marking systems Certificates / Documents mentioned as per **Evaluation Criteria** in order to obtain a minimum of 65 marks out of 100 marks in the evaluation of the technical proposal. Work plan including methodology, Organisational set up in MMR Region. Quality Management Plan.

Note:- Your attention is requested towards **Evaluation Criteria Table**.

- xiii. The participating agency must obtain a minimum of 65 marks in the evaluation of the technical proposal. Only the qualifying agency will be eligible for opening of their financial proposal online.

Note :

- a) If it is found that the tenderer has not submitted required documents in Packet “B” then, the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made within a time period of **three working days** otherwise they will be treated as non-responsive.
- b) Request for Additional Information:
During the evaluation process, BMC may request additional information from the applicants if needed. The time frame for submitting this additional information will be determined by BMC, and applicants must adhere strictly to the specified deadline. Failure to submit the required information within the given time frame will result in the rejection of the application.
- c) Right to Accept or Reject RFPs
BMC reserves the right to accept or reject any RFP submission, or to cancel the RFP process entirely, without assigning any reason. BMC holds no liability towards the applicants for such actions, nor is it obliged to provide any explanation to the affected applicants.

xiii. Evaluation criteria:

Sr. No	Criteria	Sub-Criteria	Maximum Total 100 Marks	
1	Project Team Experience and Capability	A. EXPERIENCE in operation & maintenance of public toilet or housekeeping subsequently at least two (2) years in local body/ Semi Govt./ Govt. of Maharashtra/ Govt. of India/ public sector organization during last 7 years ending last day of month previous to the one in which RFP are invited.	2 years	10 Marks
			2 to 4 years	12 Marks
			Above 4 years	15 Marks
		B. PAST – PROFILE Minimum of 3 years of experience in operation and maintenance of public toilets	3 years	5 Marks
			3 to 5 years	8 Marks

		in municipal corporation in MMR and Metro Cities	Above 5 years	10 Marks
		C. STAFF REQUIREMENTS Expertise of key management personnel in operation and maintenance of public toilets, monitoring cleanliness of the toilets and statistical analysis.	5 Marks	
		D. SIZE Size of the organization and its capacity to handle large-scale studies, including team size, expertise in handling projects like O&M of public/ community toilets.	5 Marks	
		TOTAL PROJECT TEAM EXPERIENCE & CAPABILITY(A+B+C+D)	35 Marks	
2	Financial Criteria	Submission of Annual financial turnover with profit and loss statement of preceding 3 financial years as certified by registered C.A. preceding the financial year in which RFP invited.	4 Marks	
3	Methodology and Approach	A. Approach Understanding of the proposed aspirational toilet w.r.t to location, footfall and suggest suitable O&M model.	8 Marks	
		B. Methodology/ Monitoring Detailed plan for maintaining the Service Level Agreement parameters. Provide a monitoring and data management methodology. Provide weekly and monthly progress report including footfall, user fees collections, complaints redressal system, Service bills.	8 Marks	
		C. Escalation and mitigation Action plan for corrective and preventive measures to be taken for operation & maintenance of the aspirational toilet.	10 Marks	
		TOTAL M & A SCORE (A+B+C)	30 Marks	
4	Work Plan	A. WORK PLAN DETAILS Proposed service level benchmark checklist, logbook formats for daily cleaning of toilets, repair work of toilets (including interior and exterior), attendance of staff, feedback register, etc.	10 Marks	
		B. Manpower deployment Manpower/ caretaker (s) deployment plan	10 Marks	

		for O&M of the aspirational toilets. Including shifts, rotation, supervisor visits, Supervisor Visit at the office of Executing section/ward.	
		C. Use of Technology Proposed use of IoT/ sensor-based fittings for real-time monitoring such as odour management, water usage, sanitary napkin vending machines and incinerator, etc.	5 Marks
		TOTAL WORK PLAN SCORE(A+B+C)	25 Marks
5	RECOGNITION & MODELS	Recognition and awards for O&M models implemented by the agency in BMC or another domain.	5 Marks
		Publication of case studies, success stories by recognised journals/ IFIs/ Government best practices books etc.	5 Marks
		TOTAL RECOGNITION & MODELS	10 Marks
6		TOTAL TECHNICAL SUBMISSION SCORE (sum of Criteria 1 to 4)	100 Marks

xiv. Duration of Work

The appointed agency shall be responsible for the operation and maintenance of the AT Blocks on a license basis for the entire duration of the contract period, which is ten (10) years. A formal Contract Agreement and/or Memorandum of Understanding (MoU) shall be executed for this period. The continuation and terms of engagement will be subject to the agency's overall performance, as assessed periodically in accordance with the performance criteria outlined in the agreement.

xv. Penalty schedule 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:

Sr. No.	Performance Indicator	Penalty per item/all items/per day/ per event
1	Sweeping of the entire complex not done and sprinkling of disinfectants not done and Cleaning and washing of the entire complex not attended	Rs. 1000/instance
2	Cleaning and washing of toilets not attended	Rs. 1000/instance

3	Supervisor absent (per day at each unit)	Rs. 1000/day
4	Phenyl/Acid not used in washing & cleaning of toilet block	Rs.500/wash
5	Disinfectant not used (daily)	Rs. 500/instance
6	Non-attendance against genuine complaint from the user(s)	Rs. 1000/complaint
7	On report of repeatedly non-attendance/ non-compliance of against the observation made by inspection team/ visiting Officer	Rs. 3000/report
8	Non replacement of broken mirror/handle/window/door/doorknob/cock/pot/tiles, etc.	Rs. 1000 /day till the replacement of same.
9	1.Non operational of anyone toilet/bathroom/ urinal Or 2.Non removal of stickers/banner/poster from wall.	Rs. 1000/day till it is in operation

Note:

- I. The penalty rate may be revised by the BMC from time to time without any prior notice.
- II. The higher side penalty other than schedule shall be levied to the operating agency who repeatedly committed subsequent shortfalls, persistent negligence to the sanitation performance and severe hygiene issues.
- III. Repeated violation of schedule & instruction of the executing section/ ward which may lead issuance of Show cause notice, suspension of firm towards blacklisting. BMC entitled to award the contract at the risk & cost arrangement to another agency who performing well in O&M of adjacent AT Block.

xvi. Instructions to bidders

- a) The Electrical & Water connection is already provided with the AT Block as a capital expenditure. However, it is a liability of appointed agency for the Operating & Maintenance to make the payment of electricity bills & water bills on monthly basis without fail. The receipt of the bill payment shall make available for review purpose at the time of visit of Staff of Deputy Chief Engr. (SWM) Operation/respective wards staff.
- b) All operation and maintenance charges including washing, cleaning, Sewage charge, electricity charge and water charge will be borne by the Agency.
- c) The successful agency is free to set up the facility of AC in AT blocks. No extra cost borne by BMC.
- d) BMC {Staff of Deputy Chief Engr. (SWM) Operation/respective AE SWM wards staff} may conduct periodic visits to check the functioning of the toilet as well as cleanliness and subsequently can impose penalty.

- e) It is duty of operating agency to empty the filled septic tank (if provided to AT Block) periodically or ascertaining the actual condition through cess pool vehicle/ suction vehicle with the co-ordination of the respective AE (Maintenance) ward / AE (SWM) Ward by paying necessary charges.
- f) AHS(SWM) ward / AE(SWM) ward is responsible for the supervision periodically about operation & maintenance of AT Block located in their jurisdiction. Impose of penalty suggested in the schedule. Forthwith, there is no improvement observe in O&M activity, same should be convey to Dy.Ch.E(SWM) Operation for initiation of further action.
- g) The agency shall ensure that the premises are not used for playing games, etc. which involves stakes / betting, play cards etc., or for any un-lawful activities.
- h) Agency / Firm shall take the cognizance of prevailing labour act, Minimum wages act to conform rules and regulations set out by statutory bodies, GOM/ GOI
- i) The operating agency shall indemnify to BMC for the theft of any luggage valuables stored by the user in locker. It is a whole responsibility of the operating agency to protect the luggage & valuables of the users stored at locker in the AT block.
- j) The selected agency/ organization shall maintain the facility as per a maintenance schedule agreed between the two. The Brihanmumbai Municipal Corporation may engage third party evaluators to check the quality of maintenance and in case the maintenance is found to be deficient the Brihanmumbai Municipal Corporation may fine the agency/ organization.
- k) The agency is expected to submit innovative methods, technologies and ideas for the betterment of the usage of Toilet facilities.
- l) In case of loss due to theft or damage to the assets created in the public Toilets during the operation period (License period), the agency shall be responsible for making good the same immediately at its own cost and shall continue to keep the complex operational and available for public use, to all times, as prescribed.
- m) Notwithstanding anything contained in this RFP, BMC reserves the right to accept or reject any proposal and to annul the RFP Process in whole or part, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- n) The RFP process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the RFP process.
- o) Any request for further information or clarification on the RFP document may be submitted to the mentioned official address of Dy.Che.E (SWM) Op. within 3 days from date of issue of RFP. BMC may arrange a pre RFP conference for this purpose as per schedule.
- p) The submission of proposal by agencies does not guarantee award of work as mentioned under the RFP.
- q) The agency should make available Suggestion Box and Complaint Register within the premises of the Aspirational Toilets for users.

- r) The BMC also reserves the right to alter, modify, change or remove any of the conditions mentioned in the agreement, with prior notice to the agency.
- s) The agency shall ensure that each toilet structure displays a signboard “built by BMC and maintained by _____ Agency name _____”, for BMC”along with the logo and well lit A.T blocks prominently on the walls of the structure. The height of this letter shall be at least 15 cms or may decide by BMC .
- t) The agency will have to pay an annual license fees for total 10 year duration to the BrihanMumbai Municipal Corporation as quoted by them in the individual bid within the 15 days after the issuance of LOA. Before issuance of work order, the agency has to deposit the amount of license fee within Fifteen days failing which interest will be charged @ 12% per annum for the total amount due. At the end of the one month, Offer/ Agreement will be terminated in case of default of payment from the schedule date of deposition of license fee for 10 years with interest. The Brihanmumbai Municipal Corporation will grant license to operate & maintain the Aspirational Toilet Block for a period of 10 (Ten) years and the maintenance charges as per predefined rates will be collected from the users.
- u) The O & M agency shall not display or allow to display or exhibit any picture / posture /statute or other articles in any outside part of the premises that are repugnant to the general standards of morality. The agency expressly agrees that the decision of the BMC in this regard shall be conclusive and binding on the agency. However agency can use the inside premises of the A.T.Blocks for displaying any bill boards, advertisements, neon / glow/LED signs, etc after obtaining permission for the same from the BMC. The inside advertising policy for generating revenue will be avail by agency for the better cleanliness of A.T.Blocks. "The operator shall take into account and include the revenue expected from advertisements while submitting the offer”.
- v) The agency shall be allowed to plant flowering and other shrubs around each toilet block subject to the approval by the BMC who is responsible for ensuring right of way to the public.
- w) The O&M agency shall execute the agreement within 15 days on the receipt of issuance of letter of award.
- x) The O&M agency shall ensure that services of water supply, sewerage, drainage, electricity, telephone etc., in this vicinity encountered during the period of running /maintenance of the toilet block are not damaged. In case these are required to be shifted, the same shall be done by the permission of the Brihanmumbai Municipal Corporation.
- y) In future, if the Municipal Corporation installs solar energy panels on the roof of the AT Blocks, it shall be, mandatory for the O & M agency to remit 100% of the monetary benefits accrued from the electricity generated to the BMC.

xvii. Handover upon completion of the contract period

- a) The agency will hand over the facility to the Brihanmumbai Municipal Corporation upon completion of the contract period.
- b) The agency shall be entitled to clear of the dues, liabilities from the facility.
- c) The handed over facility shall be in prime working condition with all the installations working as at the inception.
- d) The agency is not allowed to raise any funds against the land. Agency is prohibited and subject to termination if any loan against the property is taken. BMC will not lease land to the agency. The contractual obligation will only be limited to Operate and Maintain. Under any circumstances, BMC preserve the right of ownership of the land & property (AT Blocks) including built structure along with all type of amenities.

xviii. Subletting of Contract

The Successful bidder shall not sublet, transfer, or assign the contract or any part thereof. In the event of the successful bidder contravening this condition, Brihanmumbai Municipal Corporation, will be entitled to place the contract elsewhere on the successful bidder account at his risk and the successful bidder shall be liable for any loss or damage to Brihanmumbai Municipal Corporation, may sustain in consequence of arising out of such replacing of the contract.

xix. Termination of Contract

- a. By either party, with a **30-day prior written notice**.
- b. Immediately by **BMC** in the event of **gross negligence, illegal activity, or breach of contractual obligations** by the Agency.
- c. Upon **mutual consent** of both parties.
- d. Upon termination, the Agency shall **hand over the site to BMC in good condition**, ensuring all assets and infrastructure is intact and operational.
- e. Under no circumstances licence fee will be returned to the O & M agency in case of termination.

xx. It is hereby clarified that while certain ancillary facilities such as ATMs, coffee shops, etc. may be located adjacent to the proposed toilet blocks, the scope of this Request for Proposal (RFP) shall be strictly limited to the operation, cleaning, and maintenance of the toilets only. The operation and maintenance of such ancillary facilities do not form part of this RFP, and therefore, no revenue arising from these facilities shall accrue to the selected toilet operator.

In the event that any such ancillary facilities (e.g., ATMs, coffee shops, etc.) are proposed within the Aspirational Toilet block/premises, their procurement, operation, and maintenance shall be undertaken separately, either through the agency already engaged for the toilet operations and maintenance, or through a separate competitive bidding process, as per the prevailing practices of the Municipal Corporation.

9. Locations of Toilets :

Sr. No.	Ward & Zone	Structure Gr./Gr.+1	Toilet location (Geographic Locations)	Proposed Toilet seats					Total area in sq. mtr.	Indian (I) & WC pan in Nos.	Proposed facilities (Note: All ATs are provided with the sanitary napkin vending machine & incinerator.)	Proposed facilities Other
				Male	Female	Handicap	Trans-gender	Urinal				
1	A Ward & Zone-I	Gr.	Opposite to Lion Gate (18.926542,7 2.833534)	7	7	2	1	10	124.46	I-8 W-9	1. Baby care room-4 Nos. 2. Luggage & locker room-1 No, 3. Shower Area-2 Nos., 4. Wash basin counter-8 Nos.,	Electrical / pump room / janitor room
2	A Ward & Zone-I	Gr.+1	Opp. High Court, K.B.Patil Road (18.918554, 72.83181)	10	12	1	2	8	292.28	I- 11 W-14	1. Baby care room-2 Nos. 2. Luggage & locker room-2 Nos, 3. Shower Area-3 Nos., 4. Wash basin counter-8 Nos.,	Record room,
3	A Ward & Zone-I	Gr.+1	Opposite to Fashion Street (18.938706, 72.830309)	6	4	2	1	7	103.62	I-5 W-8	1. Wash basin counter-6 Nos 2. Luggage & locker room-1 Nos, 3. Shower Area-2 Nos., 4. Changing room- 2 Nos.	

4	A Ward & Zone-I	Gr.+1	Fashion Street Khau Galli (18.938585, 72.830152)	8	6	1	1	10	93.36	I-6 W-10	1. Baby care room-1 No. 2. Shower Area-2 Nos., 3. Wash basin counter- 09 Nos.	
5.	A Ward & Zone-I	Gr.	Vidhan Bhavan (18.927144, 72.823592)	9	8	2	1	6	116.42	I-7 W-13	1. Baby care room-1 No. 2. Shower Area-2 Nos., 3. Wash basin counter- 09 Nos.	
6	D Ward & Zone-I	Gr.+1	Banganga, Walkeshwar (18.945583, 72.794025)	6	4	2	1	7	103.62	I-5 W-08	1 . Changing room- 2 Nos. 2. Luggage & locker room-1 Nos 3. Shower Area-2 Nos. 4. Wash basin counter- 06 Nos.	
7	G/N Ward & Zone- II	Gr.+1	Mahim Reti bunder (19.044843,7 2.838919)	6	4	2	1	7	99.36	I-6 W-8	1.Shower Area-1 Nos., 2. Luggage & locker room-1 Nos 3. Wash basin counter- 06 Nos	

Note to all bidders:

- i. All the locations and number of Seats,proposed facilities mentioned in the above table are tentative and could be altered, added or deleted without assigning any reason thereof.
- ii. Interested agency visit the said locations & gather all relative information which is necessary for the O & M of AT blocks

Brihanmumbai Municipal Corporation
Solid Waste Management Department
10. BILL OF QUANTITIES (BOQ) & RATES

Subject : Appointment of agencies for Operation & Maintenance (O & M) of newly constructed Aspirational Toilets at places of Touristic, Cultural & Religious importance in Brihanmumbai.

Note :

- i. All the information related to Aspirational Toilet (AT) Block such as Ward, Zone in which toilet includes, Toilet location, proposed toilet seats, construction area in Sq. Meter, and other proposed facilities are already provided in Table format in RFP.
- ii. All the locations and number of Seats mentioned in the table are tentative and could be altered, added or deleted without assigning any reason thereof.
- iii. Interested agency visit the said locations & gather all relative information which is necessary for the O & M of AT blocks for 10 years.
- iv. The participating bidder are free to quote at par or below or above the base price decided by the BMC as a license fee for independently for each AT Blocks.
- vi. The bidders may free to participate and shall quote for one or all AT Blocks. It will be BMC's discretions to award one or more than one AT blocks restricted to three to any responsive bidder who will fulfil eligibility criteria for the subject work. The criteria for the award of the AT block is depends on the the premium amount quoted by the bidder over the base price decided by the BMC in Bill of Quantity (BOQ). If in the event that all the quotes received online from the bidders for a particular toilet are lower than the base price specified in the BOQ and rates, the highest quote among them shall be considered for selection."

Sr.No .	Ward & Zone	Structure Gr./Gr .+1	Toilet location (Geographic Locations)	Proposed Toilet seats					Total area in sq. mtr.	Indian (I) & WC pan in Nos.	Base price as a license fee for O & M as decided by BMC for total toilet seat in AT Block for 10 year in Rs.	Amount quoted by the bidders as a revenue share (License fee for O & M) to BMC for total toilet seat in AT block for 10 years in Rs.
				Ma le	Fem ale	Handi cap	Trans- gender	Urinal				
1	A Ward & I Zone	Gr.	Opposite to Lion Gate (18.926542,7 2.833534)	7	7	2	1	10	124.46	I-8 W-9	11,83,000/-	

2	A ward	Gr.+1	Opp. High Court, K.B.Patil Road (18.918554, 72.83181)	10	12	1	2	8	292.28	I- 11 W-14	18,59,000/-	
3	A Ward	Gr.+1	Opposite to Fashion Street (18.938706, 72.830309)	6	4	2	1	7	103.62	I-5 W-8	8,45,000/-	
4	A ward	Gr.+1	Fashion Street Khau Galli (18.938585, 72.830152)	8	6	1	1	10	93.36	I-6 W-10	11,83,000/-	
5	A ward	Gr.	Vidhan Bhavan (18.927144, 72.823592)	9	8	2	1	6	116.42	I-7 W-13	14,36,500/-	
6	D	Gr.+1	Banganga, Walkeshwar (18.945583, 72.794025)	6	4	2	1	7	103.62	I-5 W-08	8,45,000/-	
7	G/N	Gr.+1	Mahim Reti bunder (19.044843,7 2.838919)	6	4	2	1	7	99.36	I-6 W-8	8,45,000/-	

11. Details for Bidder

a. Registration of Bidder:

- I. The applicants not registered with BMC are mandated to get registered (Vendor Registration) with BMC for e-tendering process also with Mahatenders & obtain login credentials to participate in the online bidding process.
- II. The RFP is available on **e-Procurement System Government of Maharashtra** <https://mahatenders.gov.in> and also can be viewed from BMC's portal <http://portal.mcgm.gov.in>.

b. Assistance of the successful bidder:

The Successful bidder shall not be entitled to assistance either in the procurement of raw materials required for the fulfillment of the contract or in the securing of transport facilities.

c. Scrutiny fee, EMD and Work Performance Guaranty:

- i. The **Scrutiny fee**, and **EMD** will be applicable and submit online as mentioned in RFP.
- ii. However, **Work performance guarantee** (10 % of the amount quoted by the bidder as a licence fee for 10 yr. Duration) in the form of Bank guarantee or by depositing amount at the CFC center at any ward during working hours (Except , Holiday, Saturday and Sunday) will be applicable and same will be submit offline in the office of Dy.Ch.Eng.(SWM) Op after the issuance of LOA, failing which the Proposal shall be rejected as non-responsive.
- iii. EMD will be forfeited due to non submission of Work Performance Guaranty in given period & the offer / response of the firm to the said proposal is rejected out rightly.
- iv. Successful bidders will be returned their Work Performance guaranty upon completion of the contract period without any interest.

d. Work and Maintenance

The Successful Bidder shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising because of his methods of operation.

During continuance of the contract, the Successful Bidder shall always abide by all existing enactments on environmental protection and rules made there under, regulations, notifications, and byelaws of the State or Central Government, or local authorities and any other law, byelaw, regulations that may be passed or notification that may be issued in future by the State or Central Government or the local authority.

Salient features of some of the major laws that are applicable are given below:

- i. The Water (Prevention and Control of Pollution) Act, 1974, this provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.
- ii. The Air (Prevention and Control of Pollution) Act, 1981, this provides for prevention, control, and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid, or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.
- iii. The Environment (Protection) Act, 1986, this provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants, and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism, and property.
- iv. The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986 and exceeding such quantity as may be specified by notification by the Central Government.

- v. The Solid Waste Management Rules 2016 and Greater Mumbai Cleanliness & sanitation byelaws - 2006: This provides for management & handling of solid Waste. In this context the prevailing laws will be applicable.

e. Insurance:

The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- a) Loss of or damage to the Works, Plant and Materials
- b) Loss of or damage to Equipment
- c) Loss of or damage to property (other than the Works, Plant, Materials, and Equipment) in connection with the Contract ;and
- d) Personal injury or death

Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred. Both parties shall comply with any conditions of the insurance policies.

If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid, from payments otherwise due to the Contractor or if no payment is due, the payment of premiums shall be debt due.

f. Tax:

All applicable taxes to the agencies will be levied in accordance with the guidelines prescribed by the Central and State Governments.

g. Currencies:

All payments will be made in Indian Rupees (INR).

h. Fraud and Corruption:

BMC requires compliance with the Indian Penal Code 1860 and Prevention of Corruption Act 1988. BMC defines, for the purposes of this provision, the terms set forth below as follows:

The Department will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), sub-Successful Bidders, service providers, suppliers, and their personnel, to permit BMC to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by BMC.

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an application at any stage or after the award of the contract without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

i. Pre-Bidding Conference:

Instructions-

- a) The Request for Proposal (RFP) issued by the BMC is not part of the Bidding document. Each page of the Proposal should be initialed by the Authorized Representative and Signatory of the Bidder.
- b) The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding document and its updates on web portal to furnish with its Bid, all information and documentation as is required by the Bidding document.
- c) A Bidder requiring any clarification of the Bidding document shall contact the BMC in writing at the address specified in the RFP or raise it in writing during the pre-Bid Conference. The BMC will respond in writing to any request for clarification, provided that such request is received prior to the deadline specified in Key Dates. The BMC shall upload the responses through mails and website to the intended Bidders who have attended the pre-bid conference or who have raised queries.
- d) The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- e) The Bidder and any of its personnel or agents will be granted permission by the BMC to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the BMC and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- f) The Bidder's designated representative is invited to attend a pre-bid conference, and/or a Site of Works visit. The representative must have authorization certificate on the firms

letterhead authorising him on the firm's behalf to attend pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

- g) The Bidder is requested to submit any questions in writing, to reach the BMC not later than the time specified in "Key Dates".
- h) Minutes of the pre-bid conference, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, shall also publish the clarifications.
- i) Any modification to the Bidding document that may become necessary because of the pre-bid conference shall be made by the BMC exclusively through the issue of an Addendum and not through the minutes of the pre-bid conference. Non-attendance at the pre-bid conference will not be a cause for disqualification of a Bidder.

j. Language to be used:

All documents relating to the Proposal shall be in the language English specified in the General Conditions of Contract.

k. Submission of Proposal:

1. The response to the RFP is to be submitted online on any working day on or before 15:00 hrs. on 13.10.2025 at **mahatender, e procurement System of Govt. of Maharashtra.**
2. Proposal shall be written in English only.
3. Before filling in the Proposal documents agencies are requested to go through all terms and conditions to be fulfilled and the steps to be followed in uploading the Proposal documents.
4. The agencies are requested to sign on each page and put the official seal of the company on the last page of the Proposal form& envelope also.
5. The Proposal must be submitted in the Proposal form / item schedule of the Corporation and should be free from erasures. Any Proposal containing corrections or alterations shall be rejected.
6. The rate must be typed on schedule rate copy. Rate presented on any other sheet of the paper, covering letter etc. shall not be considered. All the columns must be filled-in carefully.
7. Agencies are informed that they should score off or write 'NIL' on each blank sheet of items, which are not applicable for them.

8. Agencies are requested to fill the Proposal carefully after noting the items and specifications, quantity mentioned for each article in the schedule. They are informed that no variation in rates shall be allowed on any ground such as clerical mistake or misunderstanding etc. after Proposal has been submitted.
9. Agencies are requested to submit the Proposal carefully after noting the specifications, mentioned for work in the RFP document.
10. Who should sign:
 - a. If the proposal is made by a proprietary firm, it shall be signed by the proprietor with his name and the name of his firm with its current address.
 - b. If the proposal is made by firm in partnership, it shall be signed by all the partners of the firm with their full names and current address or by a partner holding the Power of Attorney.
 - c. If the proposal is made by a limited company or a limited corporation or Joint Venture, it shall be signed by a duly authorized person holding the Power of Attorney for signing the proposal in which case a certified copy of the Power of Attorney shall be submitted.
 - d. If the person signing the proposal is other than the Proprietor, then RFP shall be submitted with a certificate copy of Power of Authority authorizing the signatory.

l. Clarification on RFP

- a) Agencies shall examine the RFP document and acquaint themselves with all conditions and matters affecting the cost of the supply. If any Agency finds discrepancies or omissions in the document or if any doubt about their meaning, he should immediately address a query to the Brihanmumbai Municipal Corporation prior to the date of submission. The decision of the BMC is final in defining the interpretation of the meaning as the convenience of the BMC.
- b) Any resulting interpretation of the RFP document will be published on BMC portal & mahatender portal for prospective.

m. Responsibilities for uploading correct documents:

- a) The responsibility to produce original and authenticated documents in respect of documents uploaded rests with the Bidder. If any document is found to be forged, bogus etc. the documents shall be rejected. Any contract entered under such conditions shall be liable to be terminated at any time during its currency and in addition for further penal action like criminal prosecution, blacklisting against the said Bidders and / or the partners.

- b) If the Certificates issued by any state authority are in a language other than English, Hindi, or Marathi, then translated copy in one of the languages mentioned above, duly certified by the official translator, shall have to be uploaded, along with a copy of the original certificate.

12. Committee for Evaluation:

There shall be a committee constituted for evaluation of the proposals under the chairmanship of Deputy Municipal Commissioner (SWM) comprising of the following members, who will scrutinize the RFPs and will decide the final framework of RFP as technical evaluation as per eligibility criteria and financial proposal from the responsive agency:

1.	Hon`ble Deputy Municipal Commissioner (SMW)	Chairman
2.	Chief Engineer (SWM)	Member
3.	Deputy Chief Engineer (SWM) Op	Member Secretary
4.	Deputy Chief Engineer (SWM)SSP	Member
5.	Executive Engineer SWM(Op)	Member
6.	Assistant Engineer SWM (Op)	Associates
7.	M/s. E & Y Consultant	Associates

13. Pre – RFP Conference:

The pre-RFP conference will be held on 01.10.2025

Address:Office of the Deputy Municipal Commissioner (SWM), 3rd Floor, Annex Building, Municipal Head Office , Mahapalika Marg Fort, Mumbai – 400 001

Time: 15:00 Hrs.

Annexure “I”

1 Organization Details

Name of the organization	
Main Area of Business	
Type of Organization (Pvt/ Public /Partnership/ LLP etc.)	
Date of Incorporation (Enclose certificate of Incorporation and Article of Association)	
Address of Corporate / Head / Registered Office	
Phone Number of Registered offices	
Website	
Whether the firm has been blacklisted by any central Govt./ State Govt./ PSU/ Govt. Bodies or autonomous? If yes, details thereof. And undertaking on letter head of the firm.	

2 Details of the authorized representative (Attached authorization letter on letter head of firm)

Name:	Designation:
Address:	Email:
Telephone Office:	Mobile No.:

3 Financial credentials of the Interested Party

Financial Year	Annual Turnover (In Lakhs)	Net Profit (In Lakhs)
2022-23		
2023-24		
2024-25		

Please enclose CA certificate in support of financial credentials.

4. Eligibility Criteria

Sr. No.	Eligibility Criteria	Document(s) to be provided as a proof
1	The Bidder should have Positive Net worth in the last three financial years: 2022-23, 2023-24, 2024-25	Audited Balance Sheet and Loss & Profit statement OR

		Certificate from statutory Auditors (CA certified)
2	The Bidder should have PAN No. and GST Registration No.	Documentary Proof to be submitted
3	The Bidder should have a registered office in MMRDA Region.	Documentary Proof to be submitted
4	<p>Experience in related field: <u>‘Similar nature of experience’</u></p> <p>The agency in their own name should have satisfactorily completed the work of similar nature experience: in operation & maintenance of public toilet or housekeeping subsequently at least two(2) years in local body/ Semi Govt./ Govt. of Maharashtra/ Govt. of India/ public sector organization during last 7 years ending last day of month previous to the one in which RFP are invited.</p> <p>(Note: Decision of evaluating committee in ascertaining ‘Similar nature of experience’ will be final)</p>	Documents related to the work order with Completion certificates/performance certificates to be submitted.

5. Additional Information

List all enclosures and additional information to support the eligibility related to the subject

Sr. No.	Description	No. of Pages

Signature of the applicant/ authority
Full name of applicant
Stamp & Date

6. Documents Submitted by the Agency/ Firm to be property of BMC

The proposal submitted by the agency will be the property of BMC once the proposal is accepted.

Annexure “A”

INFORMATION REGARDING STATUS OF TENDERER

(To be filled in by the tenderer)

(1)(a) Whether it is a proprietor concern

(b) If so, name of the owner

(2) If it is a partnership concern, please
furnish name of each partner and a copy
of registration certificate

(3) In case of company, please furnish the
documentary proof to show that the
company is registered

Signature of the Authorised Signatory / Signatories:

Name of concerned person(s) / company:

Stamp:

Date:

Annexure “B”

(On Rs. 500/- Stamp Paper)

DECLARATION CUM INDEMNITY BOND

I, _____ of _____, do hereby declared and undertake as under.

1. I declare that I have submitted certificates as required to Executive engineer (Monitoring) at the time of registration of my firm/company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.

2. I declare that I _____ in capacity as Manager/Director/Partners/Proprietors of _____ has not been charged with any prohibitory and /or penal action such as banning (for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.

3. I declare that I have perused and examined the tender document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as _____ of _____.

4. I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, BMC is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.

5. I also declare that I will not claim any charge/damages/compensation for non availability of site for the contract work at any time.

6. I declare that I will positively make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge

Signature of Tenderer/Bidder

Annexure “C”

(On Rs. 500/- Stamp Paper)

PRE-CONTRACT INTEGRITY PACT

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
3. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
5. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BMC or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
6. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BMC as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
9. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process

For the purposes of this Clause 9, the following terms shall have the meaning herein after respectively assigned to them:

1. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
2. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;
3. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
4. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Signature of Tenderer/Bidder

Annexure “D”

DETAILS OF LITIGATION HISTORY

- 1) I M/s participating in the above subject Bid, here by declared that there is no litigation history against me during the last 5 years, prior to due date of the tender.

Or

- 2) I M/s participating in the above subject Bid, here by declared that the litigation history against me during the last 5 years, prior to due date of the tender, is as under

Sr. No	Year	Action taken	Name of the Organization	Remarks
1.				
2.				
3.				
4.				
5.				

I further declared that information furnished above is correct, and in future, if BMC finds that information disclosed is false or incomplete, then BMC can directly disqualify my bid and can initiate penal action including blacklisting of the firm.

Full Signature of the tenderer with

**Official
Seal and Address**

Annexure “E”

**UNDERTAKING FOR PAYING WAGES AS PER MINIMUM WAGES ACT TO BE
SUBMITTED BY TENDERER**

(On Rs.500/- stamp paper)

(To be submitted with packet 'B')

To,

The Commissioner,

Brihanmumbai Municipal Corporation,

Mumbai-400 001.

Sub:-

RFP No. _____

Dear Sir,

I/We, _____ (Name of the tenderer) hereby
undertake that I/we are paying my/our staff as per Minimum Wages Act-1948, revised by the
Government and adapted by BMC from time to time.

For and on behalf of M/s. _____

(Name of Tenderer)

Annexure “F”

GRIEVANCE REDRESSAL MECHANISM

B.M.C has formed an Internal Grievance Redressal Mechanism for redressal of bidder's grievances. Any Bidder or prospective Bidder aggrieved by any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, in Packet “A”, 'B' & 'C' can make an application for review of decision of responsiveness in Packet “A”, 'B' & 'C' within a period of 7 days or any such other period, as may be specified in the Bid document.

While making such an application to procuring entity for review, aggrieved bidders or Prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved.

Provided that after declaration of a bidder as a successful in Packet ‘A’ (General Requirements), an application for review may be filed only by a bidder who has participated in procurement proceedings and after declaration of successful bidder in Packet ‘B’ (Technical Bid), an application for review may be filed only by successful bidders of Packet ‘A’. Provided further that, an application for review of the financial bid can be submitted, by the bidder whose technical bid is found to be acceptable / responsive.

Upon receipt of such application for review, B.M.C. may decide whether the bid process is required to be suspended pending disposal of such review. The B.M.C after examining the application and the documents available to him, give such reliefs, as may be considered appropriate and communicate its decision to the Applicant and if required to other bidders or prospective bidders, as the case may be.

B.M.C shall deal and dispose off such application as expeditiously as possible and in any case within 10 days from the date of receipt of such application or such other period as may be specified in pre-qualification document, bidder registration document or bid documents, as the case may be.

Where B.M.C. fails to dispose off the application within the specified

period or if the bidder or prospective bidder feels aggrieved by the decision of the procuring entity, such bidder or prospective bidder may file an application for redressal before the 'Internal Procurement Redressal Committee' within 7 days of the expiry of the allowed time or of the date of receipt of the decision, as the case may be. Every such application for internal redressal before Redressal Committee shall be accompanied by fee of Rs.25,000/- fee shall be paid in the form of D.D. in favour of M.C.G.M.

1st Appeal by the bidder against the decision of C.E./HoD/Dean can be made to concerned D.M.C/Director who should decide appeal in 7 days.

If not satisfied, 2nd Appeal by the bidder can be made to concerned A.M.C.for decision .

Grievance Redressal Committee (GRC) is headed by Concerned D.M.C/Director of particular department for the first appeal / Grievances by the bidder against the decision for responsiveness / Non-Responsiveness In Packet 'A',Packet 'B' or Packet 'C' and if not satisfied, Concerned A.M.C.will take decision as per second appeal made by the bidder.

This Grievance Redressal Committee (GRC) will be operated through DMC (CPD) office where appeals of aggrieved bidder will be received with fee of Rs.25000/-from aggrieved bidder.The necessary correspondence in respect of said applications to the aggrieved bidder & concerned department ,issuing notices, arranging of Grievance Redressal Committee(GRC) with D.M.C.and further proceeding will be carried out through registrar appointed by B.M.C.

No application shall be maintainable before the Redressal Committee in regard of any decision of the B.M.C. relating to following issues:-

- i) Determination of need of procurement
- ii) The decision of whether or not to enter into negotiations.
- iii) Cancellation of a procurement process for certain reasons.

On receipt of recommendation of the Committee, It will be communicate his decision thereon to the Applicant within 10 days or such further time not exceeding 20 days, as may be considered necessary from the date of receipt of the recommendation and in case of non-acceptance of any recommendation, the reason of such non-acceptance shall also be mentioned in such communication.

Additional Municipal Commissioner and/or Grievance Redressal

Committee, if found, come to the conclusion that any such complaint or review is of vexatious, frivolous or malicious nature and submitted with the intention of delaying or defeating any procurement or causing loss to the procuring entity or any other bidder, then such complainant shall be punished with fine, which may extend to Five Lac rupees or two percent of the value of the procurement, whichever is higher.

Full Signature of tenderer
with Official Seal & Address

BANKERS GURANTEE IN LIEU OF CONTRACT DEPOSIT

THIS INDENTURE made this _____ day of _____ BETWEEN

THE _____ BANK incorporated under the English/Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as 'the bank' which expression shall be deemed to include its successors and assigns) of the first part _____

inhabitants carrying on business at _____
in Mumbai under the style and name of Messer's _____
(hereinafter referred to as 'the consultant') of the second part
Shri. _____

THE MUNICIPAL COMMISSIONER FOR BRIHANMUMBAI (hereinafter referred to as 'the commissioner' which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the third part and BRIHANMUMBAI MUNICIPAL CORPORATION (hereinafter referred to as 'the Corporation') of the fourth part
WHEREAS the consultants have submitted to the Commissioner tender for the execution of the work of

" _____ and the terms of such tender /contract require that the consultants shall deposit with the Commissioner as/contract deposit/ earnest money and /or the security a sum of Rs. _____ (Rupees _____) AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the consultants will provide that such deposit shall remain with and be appropriated by the Commissioner towards the Security - deposit to be taken under the contract and be redeemable by the consultants, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the consultants are constituents of the Bank and in order to facilitate the keeping of the accounts of the consultants, the Bank with the consent and concurrence of the consultants has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractors depositing with the Commissioner the said sum as earnest money and /or security as aforesaid AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking NOW THIS AGRREMENT WITNESSES that in consideration of the premises, the Bank at the request of the consultants (hereby testified) UNDERTAKES WITH the commissioner to pay to the commissioner upon demand in writing , whenever required by him , from time to time , so to do ,a sum not exceeding in the whole Rs. _____ (Rupees _____) under the terms of the said tender and /or the contract. The B.G. is valid up to _____ "Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs. _____ only and guarantee shall remain in force upto _____ unless the demand or claim under this guarantee is made on us in writing on or before _____ all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter"

IN WITNESS WHEREOF

WITNESS(1) _____

Name and _____
address _____

WITNESS(2) _____

Name and _____ the duly constituted Attorney Manager address
_____ the Bank and the said Messer's _____

_____ (Name of the Bank)

WITNESS(1) _____

Name and _____
address _____

WITNESS(2) _____

Name and _____

For Messer's _____

Address _____

have here into set their respective hands the day and year first above written.

The amount shall be inserted by the Guarantor, representing the Contract Deposit in Indian Rupees.

Special Annexure – II
Irrevocable Undertaking
(On Rs.500/- Stamp Paper)

I Shri/Smt.....aged..... Years, Indian Inhabitant.
Proprietor/Partner/Directors of M/s.....

resident at do hereby give
Irrevocable Undertaking as under :

1. I say & undertake that as specified in Section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to BMC by way of commensurate reduction in prices.
2. I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, BMC shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.
3. I say that above said irrevocable undertaking is binding upon me/my partners/company/other Directors of the company and also upon my/our legal heirs, assignee, Executor, administrator etc.
4. If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment or both as per the provisions of GST Act.

Whatever has been stated here in above is true & correct to my/our own knowledge & belief.

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

Memorandum of Understanding (MoU)

Between

Brihanmumbai Municipal Corporation (BMC)

And

[Name of Selected Operating Agency]

For

Operation & Maintenance of Aspirational Toilet Blocks

On Revenue Sharing Basis

This MoU is made and entered into on this ____ day of _____, 2025

By and Between

Brihanmumbai Municipal Corporation (hereinafter referred to as “BMC”), a statutory Corporation constituted under the Mumbai Municipal Corporation Act, 1888 having its office at Municipal Head Office, Mahapalika Marg, Mumbai-400001, acting through the Deputy Municipal Commissioner (Solid Waste Management) Operation, which expression shall unless excluded by or repugnant to the context be deemed to include its successors, administrators, and assigns;

[Name of Agency], a [Company/Partnership/Firm] incorporated under [relevant Act], having its registered office at [Address], represented by [Authorized Signatory Name], (hereinafter referred to as the “Agency”), which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns.

1. Purpose of MoU

This MoU sets forth the terms and conditions under which the Agency shall carry out Operation and Maintenance (O&M) of the newly constructed Aspirational Toilets (AT Blocks) at touristic, cultural, and religious locations within the jurisdiction of Mumbai on a revenue sharing model for a continuous period of 10 years.

2. Scope of Work

The Agency agrees to perform O&M of the allocated AT Blocks as per the RFP No.: 2023_MCGM_946697_1 including, but not limited to:

- 24x7 cleaning and supervision in three shifts.
- Supply of toiletries and cleaning materials.
- Maintenance of vending machines, baby care rooms, lockers, and changing rooms.

- Minor/major repairs (with BMC coordination).
- Safety and security.
- Collection of user fees as per BMC approval.
- Monthly performance reporting.
- IEC activities and digital record maintenance.
- Maintenance of all installed fittings and utilities.

3. Revenue Sharing and User Fees

The Agency shall operate the toilets on a revenue sharing basis and pay license fees to BMC as per the premium quoted in BOQ.

Facility	User Fee for Men	User Fee for Women
Toilet	₹10	₹5
Bathroom	₹20	₹20
Locker	₹100	₹100

Use of urinals is free. Children under 5, Transgender persons, and Persons with Disabilities shall not be charged.

4. Ownership and Utility Conditions

1. Ownership: The constructed Aspirational Toilet structures and the land they occupy shall remain the exclusive property of BMC. The Agency shall not claim any property or tenancy rights.
2. Utilities: Monthly electricity and water charges shall be paid by the Agency.

5. Term of the Agreement

This MoU shall remain valid for 10 (ten) years from the date of commencement unless terminated earlier as per terms.

6. Performance Guarantee

The Agency shall furnish a Work Performance Guarantee amounting to 10% of the total license fee (10-year value), submitted as a Bank Guarantee or Cash Deposit retained by BMC.

7. Monitoring & Reporting

The Agency must maintain digital records and submit monthly reports on cleaning schedules, footfall, feedback, and maintenance. BMC may inspect or audit the AT Blocks at any time.

8. Advertisement Rights

Internal AT Block spaces may be used for advertising with prior BMC approval.

9. Termination

Either party may terminate with three-month notice for breach. Immediate termination applies in case of gross misconduct. BMC may reallocate the AT Block as needed.

10. Dispute Resolution

Disputes shall be resolved under Mumbai jurisdiction. Parties shall attempt amicable resolution before litigation.

11. Miscellaneous

This MoU does not grant any leasehold or ownership rights. No part of it may be subcontracted. Amendments must be in writing.

IN WITNESS WHEREOF

The parties hereto have executed this MoU as of the date first above written.

For Brihanmumbai Municipal Corporation (BMC)

Signature: _____

Name: _____

Designation: Deputy Municipal Commissioner (SWM)

Date: _____

For [Operating Agency Name]

Signature: _____

Name: _____

Designation: _____

Date: _____

Witnesses:

1. _____

2. _____

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. : MGC/F/8659 Dtd/ 07.09.2019.

Sub : Arbitration clause in the Standard General Conditions of Contract for Construction Works, 2016.

In one of the cases of W.S.P. regarding arbitration dispute, a note was submitted by DyLaw Officer (High Court, Suit & PIL) and subsequently the report is submitted by Jt. M.C. (Vig.) vide No. Jt.M.C./Vig./69/MC dtd. 21-8-2019 proposing a process to deal with the arbitration matters as per the Law & Judiciary, Govt. of Maharashtra, policy for institutional arbitration vide it's G.R. dtd. 13-10-2016 and the report submitted by Jt. M.C. (Vig.) is approved by Hon'ble M.C. on 17-8-2019.

There is a provision of arbitration clause in the Standard General Condition of Contract for Construction Works, point no. 13 (e) reads as follows :-

13.e) Arbitration and Jurisdiction:

If the Commissioner shall fail to give notice of the decision as aforesaid within a period of 90 days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the Contractor may within 90 days after receiving notice of such decision or within 90 days after the expirations of the first named period of 90 days (as the case may be) require that the matter or matters in dispute be referred to arbitration as hereinafter provided. All disputes or differences in respect of which the decision (if any) of the Commissioner has not become final and binding as aforesaid shall be finally settled by arbitration as follows:

Arbitration shall be effected by a single arbitrator agreed upon the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, 1996 or any statutory modifications thereof, and shall be held at such place and time within the limits of Brihan Mumbai as the arbitrator may determine. The decision of the arbitrator shall be final and binding upon the parties hereto and the expense of the arbitration shall be paid as may be determined by the arbitrator. Performance under the Contract shall, if reasonably be possible, continued during the arbitration proceedings and payment due to the Contractor by the Employer shall not be withheld unless they are the subject matter of arbitration proceedings. The said arbitrator shall have full power to open up, review and revise any decision, opinion, direction, certification or valuation of the Commissioner and neither party shall be limited in the proceedings before such arbitrator to the evidence or arguments put before the Commissioner for the purpose of obtaining his said decision.

No decision given by the Commissioner in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator on any matters whatsoever relevant to the disputes or difference referred to the arbitrator as aforesaid.

All awards shall be in writing and for claims equivalent to 5,00,000 or more such awards shall state reasons for amounts awarded. The expenditure of arbitration shall be paid as may be determined by arbitrator.

In case of any claim, dispute or difference arising in respect of a contract, the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any claim, dispute or difference shall be instituted in a competent court in the City of Mumbai only.

As per Hon'ble M.C's approval dtd. 17-8-2019, the existing clause is now replaced as follows :

13.e Arbitration and Jurisdiction

If the Commissioner fails to give notice of the decision as aforesaid within a period of 90 days after being requested as aforesaid or if the Contractor is dissatisfied with any such decision, then the Contractor may within 90 days after receiving notice of such decision or within 90 days after the expiration of the first named period of 90 days (as the case may be) require that the matter or matters in dispute be referred to arbitration as hereinafter provided.

1) In case of a contract where the contract price and/or contract value is less than Rs. 5,00,00,000/- (Rupees Five Crore Only), any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to a mutually agreed arbitral tribunal in accordance with the Arbitration and Conciliation Act, 1996 (amended upto date). The arbitral tribunal shall consist of a sole arbitrator, as mutually agreed upon by the parties and the said dispute shall be finally resolved by the said arbitral tribunal. The decision of the arbitral tribunal shall be in writing (with reasons) and which will be final and binding upon the parties hereto and the expenses of the arbitration shall be paid as may be determined by the arbitral tribunal. The seat of the arbitration shall be Mumbai. The venue of arbitration shall be within the limits of Brihan Mumbai. The language of the Arbitration shall be English.

If the parties fails to appoint mutually agreed arbitral tribunal, within the period of 30 days from the date of application seeking arbitration in the dispute,

the arbitral tribunal shall be appointed by the recognised arbitral institution i.e. Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R. no. ARB/Case No. 1/2017/D-19 dtd. 28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force ("MCIA Rules").

(ii) In case of contract where the contract price and/ or contract value is Rs.5,00,00,000/- (Rupees Five Crore Only) or more, any dispute arising out of or in connection with such a contract, including any question regarding its existence, validity or termination, shall be directly referred to and finally resolved by the recognized arbitral institution i.e. Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R. no. ARB/Case No. 1/2017/D-19 dtd. 28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force ("MCIA Rules"). The arbitral tribunal shall consist of a sole arbitrator. The seat of the arbitration shall be Mumbai. The language of the Arbitration shall be English.

In either case, the law governing this arbitration agreement and the contract shall be Indian Law.

All the HoDs are hereby directed to note the revised clause in G.C.C. as mentioned above and ensure that the same is included in the tenders invited from 15-1-2019 onwards. If the tenders are already invited before 15-1-2019 and the Packet 'A' is not opened, then the corrigendum shall be issued so as to see that all the new tenders accepted/invited after 15-9-2019 shall include this revised condition and will become a part of the contract for all such works.

Sd/-22.08.2019
Dir. (E.S. & P.)
R

Sd/-29.08.2019
A.M.C. (P)

Sd/-06.09.2019
M.C.

No. : DIR/ES&P/919/MC dtd. 16.09.2019.

Copy to :

Asstt. Commr. Ward / City Engineer/Ch.Eng.(Roads & Traffic) / Ch.Eng. (Bridges) / ~~Ch.Eng. (WSSD)~~ / Ch.Eng. (WSSD) / Ch.Eng. (S.P.) / Ch.Eng. (MSDP) / Ch.Eng. (BND) / Ch.Eng. (Vid) / Ch.Eng. (M&E) / Ch.Eng. (D.P.) / Ch.Eng. (SWD) / Ch.Eng. (SWND) / Ch.Eng. (CTIRC) / Ch.Eng. (Constal Roads) / Dy. Ch.Eng. (HIC) / Dy. Ch.Eng. (SIC) / Sundt. of Gardens / CA (P) / CA (WSSD) / CA (CPD)

Forwarded for information and necessary action please.

16/09/19
Dir. (E.S. & P.)

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. : MGC/F/6565 dtd. 25-9-2018

CIRCULAR

Sub : Setting up the parameters of litigation history of the bidders.

As approved by Hon'ble M.C., the clause of litigation history be included as part of SBD as below :-

- 1) The bidder shall disclose the litigation history in Packet 'B' under the head "Details of Litigation History".

If there is no Litigation History, the bidder shall specifically mention that there is no Litigation History against him as per the clause of Litigation History. In case there is Litigation History -

Litigation History must cover – Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with MCGM, State Govt., Central Govt. or any authority under State or Central Govt./Govt. organisation initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with MCGM and MCGM is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for MCGM by any authority of MCGM and the orders passed by the competent authority or by any Court where MCGM is a party. While taking decision on litigation history, the concerned Chief Engineer or D.M.C. or Director, as may be the case, should consider the details submitted by bidder and take decision based on the gravity of the litigation and the adverse effect of the act of company, firm, directors, partners or authorized signatory on the MCGM works which can spoil the quality, output, delivery of any goods or any work execution and within the timeframe.

- 2) The litigation history shall be treated as curable defect and hence, the portion/clause of SBD, (C) Bid Capacity at Pg. 15 & in the chapter of 'Instructions to Applicants' at Pg. 31 of the SBD will be now corrected by deleting the word litigation history and shall be read as below.

C) Bid Capacity :

The bid capacity of the prospective bidders will be calculated as under: Assessed Available Bid Capacity = (A * N * 2 - B)

Where,

A = Maximum value of Civil Engineering works executed in any one year (year means Financial year) during the last five years (updated to the price level of the Financial year in which bids are received at a rate of 10% per year) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the Project/Works, excluding monsoon period, for which these bids are being invited. (E.g. 7 months = 7/12 year). For every intervening monsoon, 0.33 shall be added to N.

B = Value of existing commitments (only allotted works) on the last date of submission of bids as per bidding document and on-going works to be completed during the period of completion of the Project/Works for which these bids are being invited.

Note: The statement showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be attached along with certificates duly signed by the Engineer-in Charge, not below the rank of an Executive Engineer or equivalent.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc."

All the concerned are directed to implement the above directions with immediate effect.

07/2
Director (E. S. & P.)

City Engineer/Ch.Eng.(Roads & Traffic) / Ch.Eng. (Bridges) / H. E. / Ch.Eng. (WSP) / Ch.Eng.(S.P.) / Ch.Eng.(S.O.)/ Ch.Eng.(MSDP) / Ch.Eng. (BM) / Ch.Eng.(Vig) / Ch.Eng. (M&E) / Ch.Eng.(D.P.)/Ch.Eng.(SWD) / Ch.Eng. (Coastal Road) / Ch.Eng.(SWM) / Ch.Eng.(CTIRC)/Dv. Ch.Eng.(HIC) / Dv.Ch.Eng.(SIC), Supt. of Gardens/

Asstt. Comm. Ward / Asstt. Comm.(Markets) / Asstt. Comm. (Estate) / Asstt. Comm.(Planning) / Asstt. Comm.(R.E.) City/W.S./E.S.

No. DIR/ES & P/915/MC dtd. 27-9-2018

C.C. to : DMC(MCO)/ DMC (Imp.) / DMC(GA)/ DMC(Vig)/ DMC(SE) / DMC(E)/ DMC(CPD)/ DMC(SWM)/DMC (Education)/DMC (RE)/ DMC(PH)/ DMC(Z-I) / DMC(Z-II) / DMC(Z-III) / DMC(Z-IV) / DMC(Z-V)/ DMC(Z-VI)/ DMC(Z-VII) / C.A. (F) / C.A. (WSSD) / C.A. (C.P.D.) / Law Officer

Forwarded for information please. 07/2

Director (E.S.& P.)

No. No. DIR/ES & P/915/MC dtd. 27-9-2018

C.C. to:

Submitted please. 07/2

Director (E.S.& P.)

A.M.C.(City) / A.M.C.(E.S.) / A.M.C(W.S) / A.M.C(P)

Sir/Madam,