



**COIMBATORE CITY MUNICIPAL CORPORATION
(CCMC)
ENGINEERING SECTION**

EXPRESSION OF INTEREST

**TENDER DOCUMENT
FOR
OPERATIONS & MAINTENANCE OF IDENTIFIED
PUBLIC CONVENIENCES IN COIMBATORE CITY
MUNICIPAL CORPORATION LIMITS WITH
ADVERTISEMENT RIGHTS**

OCTOBER- 2010

MUNICIPAL ADMINISTRATION & WATER SUPPLY DEPARTMENT
LETTER OF INVITATION



COIMBATORE CITY MUNICIPAL CORPORATION
COIMBATORE

Roc.No 1933 / 2010 / MD4

Dated : 15 -10-2010

Request for Submission of Expression of Interest (EOI) for work of “**Operations & Maintenance of Identified Public Conveniences with Advertisement Rights**” from reputed concerns who have adequate outdoor advertising experience and exposure or who have experience of maintaining and operating Toilets with any Government or Corporate body.

Date of release of tender	19.10.2010
Date of Pre bid meeting at CCMC conference Hall, Coimbatore.	28.10.2010 at 4.00 pm
Last date and time for submission of Bid	09.11.2010 upto 3.00 pm
Date of opening of Technical Bid	09.11.2010 at 4.00 pm
Date of opening of Financial Bid	After evaluation of the technical bids

Further details of the bid along with its terms & conditions and with regard to other documents can be viewed or downloaded at web-site www.coimbatore-corporation.com. www.tenders.tn.gov.in

The Commissioner, Coimbatore City Municipal Corporation, Big Bazaar Street, Town Hall, Coimbatore – 1. Telephone No.0422-2396026. **Email: commr.coimbatore@tn.gov.in**

Commissioner, Coimbatore Corporation

MEMORANDUM OF INFORMATION FOR THE BIDDERS FOR THE PROJECT TITLED “OPERATIONS & MAINTENANCE OF IDENTIFIED PUBLIC CONVENIENCES IN COIMBATORE CITY MUNICIPAL CORPORATION LIMITS WITH ADVERTISEMENT RIGHTS”

1. There are 26 **Nos** of PAY AND USE **PUBLIC CONVENIENCES** in the Coimbatore City Municipal Corporation limits which were. In which 24 public conveniences are to be redesigned and 2 public convenience are to be reconstructed. And addition 4 Public convenience are to be newly constructed at the locations given in annexure -II schedule-I. These **PUBLIC CONVENIENCES** are situated at the locations well suited for outdoor advertising and have thus good advertisement potential.
2. **These PUBLIC CONVENIENCES have been referred to as “Utilities” henceforth for the sake of brevity unless the context so requires and in which case the words “PUBLIC CONVENIENCES” have been specifically used.**
3. The CCMC intends to outsource the operations and maintenance of these Utilities to interested parties. The selected party shall have to operate and maintain the Utilities as per the conditions set out in the draft licence agreement.
4. The successful bidder shall be allowed to display advertisements on the Utilities as per guidelines of Tamilnadu Urban local bodies Licencing of Hoardings and leavy and collection of advertisement Tax Rules,2003 and Tamilnadu Hoarding Act in force including the draft licence agreement annexed.
5. The successful bidder shall have **to pay a monthly licence fee** for grant of the licence over the licence period. Besides payment of a monthly licence fee to the CCMC, the successful bidder shall have to deposit **four months’ licence fee as a refundable security deposit** (performance security) with the Coimbatore Corporation, the same shall be released only upon handback of the Utilities to the CCMC after successful completion of the licence agreement. The Performance security deposit shall **not carry any interest**.
6. The allotment of tender work shall be for **a period of 36 months** (*subject to conditions for premature termination listed in the draft licence agreement annexed*).
7. The Details of Utilities, their locations and the area available for advertisement are placed at **Schedule I** to the draft licence agreement attached as **Annexure II. Where the advertisement panel area exceeds 23 sq metre, the excess area is to be utilized for non commercial social messages.**
8. The allotment shall be made purely on **“As Is Where Is Basis”** on the terms & conditions annexed herewith and no representation on any account whatsoever shall be entertained in this regard. The intending bidder should inspect the Utilities before submitting tenders and may obtain clarification, if any, before submission of the tender.

No objection/grievance/dispute in this behalf shall be entertained, subsequent to submission of the tender. **No remission in licence fee or advertisement tax will be given, in this regard.**

9. *The tenderer / bidder shall be permitted to display their advertisements only in accordance with the directions issued by Hon'ble Supreme Court of India and further in accordance with all such laws, byelaws, orders issued by any other government agency/ departments of Coimbatore City Municipal Corporation / Coimbatore City Traffic Police.*
10. **Subject to the provisions of the Draft Licence Agreement (Annexure –II), the bidder shall not be allowed to assign or sublet the licence agreement or any part of it in any manner or admit any partner in this allotted licence after submission of the bid.**
11. **Eligibility to bid:** It is an open tender and any business entity which fulfills the following conditions is eligible to bid:
 - i) The bidder must be a business entity (proprietorship/partnership/company) having:
 - a) The bidder who is either an individual outdoor advertising firm or a Consortium of firms comprising 2-3 outdoor advertising firms and public convenience maintenance firms (not exceeding 3 firms) can alone participate in the bid.
 - b) The bidder must have under taken and implemented one outdoor advertising work (or) one public conveniences operation & maintenance work (or) both outdoor advertising work together with public convenience operation & maintenance work in a state/ central government department / undertaking or corporate sector in any one of the last five years. In proof thereof, notarised copies of the work order / letter of consent / letter of award issued by the concerned department or agency should be necessarily enclosed along with EOI proposal.

It is clarified that in case the bidder is a Company, the bidder is allowed to claim the experience of other companies (if any) under the same management by demonstrating the existence of common directors or management control by or over the company whose experience is sought to be relied upon in the year for which the claim is made. The CCMC's decision whether a bidder meets the eligibility criteria or not shall be final and binding on the bidders.

- ii) The bidder must have an average annual turnover of at least **Rs 2.0 (Two crore)** in the last 3 financial years (i.e 2006-2007 to 2008-2009). It is clarified that the bidders will **not be allowed** to rely upon the financial strength of any other company(ies) whether or not under the same management.

- iii) The bidder must not be black listed or debarred by any Govt. An undertaking to this effect shall have to be furnished by the bidder and at any stage if the bidder is found to be black listed or debarred by any Govt. agency, any department of Coimbatore Corporation, the licence agreement shall be terminated/cancelled, further EMD/Performance security shall also be forfeited forthwith.
- iv) The bidder should not have any dues pending payable to any department of the CCMC. An undertaking to the effect that nothing is due to Corporation in any manner has to be furnished by the bidder. If at a later stage it is found that dues concerning the bidder are pending on any account, the licence agreement shall be terminated/cancelled forthwith and the EMD/Security deposit shall also be forfeited
12. The bidder must have registration with Income Tax.
13. All costs for preparing the proposal as well as for negotiating the contract, including any visits, are to be borne by the bidders and the CCMC is not bound to accept any of the proposals or offers submitted hereinafter
14. **Earnest Money Deposit (EMD):**
The Earnest Money Deposit for this Tender is **Rs 6.50 lakhs**, to be submitted as per instructions given in Annexure –I, in the form of a Demand Draft payable at Coimbatore in favour of the Commissioner, Coimbatore City Municipal Corporation. EMD shall be returned after completion of the bid process. In the case of the successful bidder, unless the EMD is adjusted towards the performance security, the EMD shall be returned only after the performance security has been furnished.
15. The bids should be submitted in accordance with the instructions given in Annexure-I and in the prescribed forms (or any amendments thereto). **It is mandatory to bid for all the utilities as per the Schedule I of Annexure II and the bidders do not have the choice** to bid for a subset of Schedule I of Annexure II. However, CCMC retains the rights to alter the number of Utilities at any stage. The bids must be legible and complete in all respects. Incomplete tender/bids and/or tender bid forms having cuttings, over-writings, erasing etc. shall be rejected without assigning any reasons therefor and the decision of the Competent Authority of the Corporation in this regard shall be final and binding. However, CCMC reserves the right to seek any clarifications from the bidders with respect to the bids/proposals submitted by them.
16. **Addressee and Address at which Bid/proposal is to be submitted :**
The Commissioner
Coimbatore Corporation
Big Bazaar Street, Town hall
Coimbatore-6411101
Fax:+91-422 2390167
E-mail:commr.coimbatore@tn.gov.in

17. **Proposal Submission Due date & time:**
The proposals will be accepted **till 09.11.2010 @ 3.00 pm**. The CCMC reserves the right to extend the proposal submission due date. Intimation in this regard shall be placed on the CCMC website.
18. **Validity of Bids/Proposal**
The Proposals shall be valid for **180 days** from the proposal submission due date or the extended proposal submission due date.
19. **Pre Bid Conference & clarifications**
For any clarifications, the bidders may contact the Commissioner and city engineer Coimbatore corporation, Coimbatore .A **pre-proposal conference will be held on 28-10-2010 @ 4.00pm** to answer the queries (if any) of the prospective bidders. The queries should be communicated to the CCMC by fax or e-mail at least two days before the prebid meeting. Any change in the date or time of the pre-proposal conference shall be intimated through the CCMC website.
20. The successful bidder shall have to complete all the formalities concerning deposit of **advance licence fee, performance security and execution of the licence deed** as per the draft given in **ANNEXURE –II** within **7 (seven) days** of the date of issue letter of intent (LOI) by the CCMC or within such further time as CCMC may agree to in its sole discretion. The successful bidder shall have to sign and return the duplicate copy of the LOI in acknowledgement thereof. The expenses towards execution of the licence agreement such as the stamp duty, shall be borne by the successful bidder.
21. In case, the successful bidder fails to complete all or any of the requisite formalities set herein above, OR, it is found that the tenderer has submitted false/misleading/incorrect information, the bid shall be deemed to have been rejected and the Earnest Money Deposit shall be forfeited. Thereafter it shall be left to the entire discretion of the Corporation to deal with project as the Corporation may deem fit and proper.
22. The display of advertisement on the Utilities shall be permitted only after the performance security and advance licence fee is deposited with the Corporation by the bidder.
23. CCMC reserves the right to modify the terms of this NIT/issue amendment prior to the bid due date or any extensions therefor, either in pursuance of any queries received from the prospective bidders or suo moto in its discretion.
24. Notwithstanding anything contained in this the CCMC reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

**Commissioner,
Coimbatore City Municipal Corporation**

Signature of Contractor

Annexure-I

Instructions to the bidders for “Operations & maintenance of Identified Public Conveniences with Advertisement Rights” under a two cover system are as under.

The Tenders are invited by the Corporation in two-cover system, hence the bidders shall have to submit their offers in two separate covers as per details given below. The two covers should be submitted in one outer cover to be dropped in the Tender Box kept for this purpose. The name of the work should be written on the top of the outer cover and should be addressed to the Commissioner, Coimbatore Corporation.

Cover No.1 (Earnest Money) and (Technical Bid)

That the cover no.1 shall contain the Earnest Money in the form of a Bank Draft of any scheduled bank in favour of The Commissioner, CCMC payable at Coimbatore. The details of the Bank, Draft No., date & amount should also be superscripted on the cover.

That the cover no.1 shall be superscripted with the name of work/tender applied for and shall contain the information in the format as prescribed in –**Form A & B. One original and one copy of the forms have to be submitted. The word “original” and “copy” should be superscripted as applicable on the Forms.**

The tenders /bids not containing or accompanied by any of the aforesaid documents/details are liable to be rejected summarily without assigning any reasons therefor. The decision of the Competent Authority that is the Commissioner in this regard shall be final and binding.

The Cover No.1 containing the Earnest Money & Technical Bid shall be opened and evaluated first for responsiveness with regard to whether the applied tender is in accordance with the eligibility conditions and other conditions enumerated in the NIT. The decision of the Competent Authority (i.e.)The Commissioner to declare any of the bidders to have or have not qualified in the ongoing bidding process shall be binding and final.

Cover No.2 (Financial Bid)

This cover shall contain the Financial Bid both in figures and words. The format for the Financial Bid is given in **FORM C**. Financial Bids not submitted in the prescribed format are liable to be rejected. The decision of the Competent Authority (i.e.) The Commissioner in this regard shall be binding and final.

The financial bids will be evaluated on the basis of the highest total monthly licence fee quoted for all the utilities put together. The acceptance of the financial bid shall be solely subject to the approval of the Competent Authority (i.e.) the Commissioner

The financial bids of only those bidders, who qualify in the technical tender/bids shall be opened

In case of a tie (same rate of two or more firms). The bidder with a higher Turnover shall be preferred.

I/We hereby further undertake/confirm the following:

- I/We have examined in detail and have understood the terms and conditions stipulated in the NIT Document including all its Annexures issued by CCMC and in any subsequent communication by the CCMC individually or through its website, whether suo motu or in response to any queries raised by the prospective bidders concerning this project. We agree and undertake to abide by all these terms and conditions.
- The information submitted with respect to our qualification criteria is strictly as per the requirements stipulated in the NIT and is true and correct to the best of my/our knowledge, understanding and belief. I / We would be solely responsible for any errors or omissions in my/our proposal. I/We further certify that we meet and shall adhere to meet continued eligibility criteria under all circumstances and shall further agree to my/our disqualification, if found to be not complying with the same.
- I/we further acknowledge and admit that the Corporation have exclusive right to accept/reject any tender/bid without assigning any reason therefore or otherwise and I/we hereby further waive and forgo my/our right to challenge the same on any account of whatsoever.
- That I/we further declare that I /we have not engaged nor have any former employee of the Corporation in my/our pay rolls neither is presently working with me /us in any of capacity and / or are subsequently employed by me / us as on the date of my /our tender /bid application, any breach or violation of this condition by me/us shall render my/our bid offer shall be liable to be rejected.
- That I/we further declare that in the last three years, I/we have neither failed to perform any contract, licence, work or as evidenced by imposition of a penalty by an arbitral judicial authority or a judicial pronouncement or arbitration award against the bidder, nor have I/we been expelled/debarred from any of project or contract work nor has ever any contract terminated for my/our breach of the terms and conditions.
- That I/we further declare that I/we have not been barred by any Central/State Government, or any entity, agency controlled by them, from participating in any project or otherwise (BOT or otherwise), and I/we further solemnly declare that no bar subsists on me/us as on the date of my/our tender/bid application.
- That I/we further declare that I/we do not have any outstanding dues against Corporation on any account whatsoever as on the date of my/our tender/bid application.
- That I/we further declare the requisite earnest money has been submitted in a separate cover.

For and on behalf of :

Signature	Date	Place
(Authorised Representative and Signatory)*		
Name of the Person :		
Designation :		

(*enclose authorization letter)

Enclosures: FORM B along with supporting documents as per NIT requirements

FORM A

(Format for detailed information required in the technical bid)

1. Details for the Bidder are required to be filled in the following tabular format

S. No.	Description	Details of description
1.	Name of the Bidder	
2	Regd Office address	
3	Address for correspondence Phone Fax	
4	Permanent Account Number(PAN): TAN No.: Service Tax Regn No.: TIN NO:	
5	Bank account details	
6	Brief write-up about the bidder	

FORM B

2. Details of experience

YEAR	Description of business carried out during the year in outdoor advertising or Maintenance of Public Toilets/Garbage Stations	NAME OF PROMINENT CLIENTS*
2004-05		
2005-06		
2006-07		
2007-08		
2008-09		

(* attach documents in support of meeting the eligibility conditions)

3. Details of financial capacity

YEAR	Turnover**
2006-07	
2007-08	
2008-09	

(**Attach copies of P&L account and Balance sheets duly certified by a Chartered Accountant)

4. In case of the bidder being a partnership firm, a Copy of the Partnership deed, duly attested to be submitted.
5. In case of the bidder being a company, Copy of the Memorandum and Articles of Association to be submitted

For and on behalf of :

Signature
(Authorised Representative and Signatory)

Date

Place

Name of the Person :

Designation :

FORM C:

(FORMAT FOR FINANCIAL BID)

To,
The Commissioner,
 Coimbatore City Municipal Corporation,
 Coimbatore.

SUB: FINANCIAL BID FOR GRANT OF LICENCE FOR OPERATIONS & MAINTENANCE OF IDENTIFIED PUBLIC CONVENIENCES AND GARBAGE STATIONS WITH ADVERTISEMENT RIGHTS

Dear Sir:

I/We, the undersigned, offer to undertake the project in accordance with your NIT dated [Insert Date]. My/Our Financial Proposal is for the sum of [*Insert amount(s) in words and figures*] as detailed below:

Sr. No.	Ward No.	UTILITY	In Words	Offer for the monthly licence fee payable to the CCMC net of applicable taxes Rs.
		TOILETS		
1	11	Singanallur Bus Stand		
2	20	Bharathiar Road(Pappa nayakkan palayam)		
3	22	Puliakulam Main Road		
4	22	Trichy Road		
5	26	Race Course Road		
6	34	Anna Market		
7	34	MGR Market		
8	48	PooMarket		
9	51	Gandhi park		
10.	51	Thadagam Road		
11.	30	Omni- Bus stand		
12.	72	Ganapathy		
13.	31	Srinivasapuram		
14.	33	Sivanandha colony		
15	27	V.O.C.Park		

Signature of Contractor

16	27	Uppilipalayam		
17	28	Gandhipuram Town bus stand. (Near to R.V.Hotel)		
18	36	Lingappa chetti street		
19	36	Thiyagi kumaran street		
20	38	Town hall		
21	40	Ukkadam Bus stand		
22	42	Chetti street		
23	43	Dharmaraja koil street		
24	54	Pothanur road- Lorry pet		
		Toilets to be Reconstructed		
25	28	Gandhipuram Central Bus stand.		
26	28	Gandhipuram town bus stand.(Near to B 3 Police station)		
		Toilets to be Newly Constructed		
27	3	GPT west entrance –Opposite to CODISSIA		
28	11	Singanallur Bus stand outside		
29	7	Uzhalavarsanthai Entrance		
30	25	Sungam Nehru park		

I/We hereby confirm that -

- (i) My/Our Financial Proposal is the amount of monthly licence fee payable to the CCMC net of all applicable taxes.
- (ii) My/Our financial proposal is unconditional and I/we acknowledge that any condition attached to financial proposal shall result in rejection of my/our financial proposal.
- (iii) The Financial Proposal shall be binding upon me/us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal as per the terms of the NIT

I/We understand that -

- (i) The bids shall be evaluated on the basis of the combined monthly licence fee proposed for all the utilities above,
- (ii) The CCMC is not bound to accept any Proposal it receives.
- (iii) In case of difference in amount quoted in figures and words, the higher value of the two would be considered for evaluation

Yours faithfully,

Signature of Contractor

Signature of
Authorized Signatory
Name:

Designation:
Address:

ANNEXURE -II

(Space for stamp impression)

Draft Licence Agreement

This Licence Agreement (the "**Agreement**") for licensing of "Operations & Maintenance of identified Public Conveniences with Advertisement Rights" is made on _____, 2010 at Coimbatore,

BY AND BETWEEN:

The [*Define the entity with complete narration*] (hereinafter referred to as the LICENCEE) and which expression shall mean and include, unless repugnant to the context, its successor; legal, authorised representatives and permitted assigns) of the one part, a (*state the type of contracting entity*) body, having its principal office at {*state the principal/registered place of incorporation/residence/work*},

AND

The Coimbatore City Municipal Corporation, Coimbatore (hereinafter referred to as **CCMC** and which expression shall mean and include, unless repugnant to the context, its successor; Competent Authority, authorised representatives and permitted assigns, a municipal body constituted under the Coimbatore City Municipal Corporation Act, 1981 and having its principal office at Town hall , Big Bazaar Street , Coimbatore, TamilNadu.

RECITALS

WHEREAS, the CCMC intends to licence out the operations and maintenance of "Identified Public Conveniences in its area with advertisement rights, and

WHEREAS, The LICENCEE, having represented to the CCMC that it has the requisite financial strength, organization and skills, has agreed to carry out the work and to provide the services on the terms and conditions set forth in this Agreement, and

WHEREAS, after evaluating the Proposals submitted by bidders to the CCMC, the Proposal submitted by the Licencee has been accepted by CCMC and Letter of Acceptance No. _____ dated _____ has been issued

WHEREAS, the parties hereto desire to set forth agreed-upon responsibilities for and in connection with the grant of licence for "operations and maintenance of identified **Public Conveniences & Garbage Stations with advertisement rights"**

NOW THEREFORE, in consideration of the mutual understanding, benefits and obligations hereinafter set forth, the parties herein agree as follows:

Signature of Contractor

1. The following documents attached hereto shall be deemed to form an integral part of this Agreement:
 - i. Schedule I – List of identified Utilities
 - ii. Schedule II – Minimum maintenance requirement for the Utilities
 - iii. The bid submissions in Form A to C together with any clarifications, amendments/modifications thereto

2. DEFINITIONS AND INTERPRETATIONS

Save where the context otherwise requires in this Agreement:

- i. The words importing persons or parties shall include firms and Companies and any organization having legal capacity;
- ii. The words importing the singular shall include the plural and vice versa where the context so requires;
- iii. The references to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- iv. The reference to any gender includes a reference to all other genders;
- v. The references to the words "include" or "including" shall be construed without limitation;
- vi. The references to this Agreement or any other agreement, deed, instrument or document shall be construed as a reference to this Agreement and such other agreement, deed, instrument or document as the same may from time to time be amended, varied, supplemented or innovated and;
- vii. The headings and titles in this Agreement are indicative and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of this Agreement.
- viii. **"Applicable Laws"** shall mean, as to any person (s), the Coimbatore City Municipal Corporation Act, 1981 and bye laws or other organizational or governing provisions, terms and conditions, documents of such person, and or all domestic treaties, ordinances, or injunctions, writs, orders and stipulations of any Court, arbitrator, governmental agencies or authority and any statute, rules, regulations, orders, and interpretations thereof of any federal, State, Provincial, county, municipal, regional, environmental or other government entity, instrumentality, agency, authority, court or other body (i) applicable to or binding upon such person(s) or any of its property or to which such person or any of its property is subject (ii) having jurisdiction over all or any part of the products or otherwise in connection with Seller's obligations under this Licence agreement.
- ix. **"Authority"** shall mean any government entity.
- x. **"Corporation"** means the Coimbatore City Municipal Corporation as defined under the Act.
- xi. **"Government Entity"** shall mean any central, state or local governmental, regulatory statutory authority or body and any entity exercising executive, legislative: Judicial; regulatory or administrative functions of or pertaining to government within the Territory.
- xii. **"Competent Authority"** means who accepts/ rejects tender offer on the behalf of Commissioner, Coimbatore City Municipal Corporation as defined under the Act.

- xiii. **“Project” means the work of Operations and Maintenance of identified Public Conveniences with advertisement rights**
- xiv. **“Utilities” means the identified Toilet Blocks and garbage Stations**

3. **SCOPE OF AGREEMENT**

This Licence Agreement embodies the general provisions for carrying out the work of Operations and maintenance of identified Utilities with advertisement rights. This Agreement may be amended only with the mutual written consent of the parties. The licensee shall be bound and abide by terms and conditions of the licence agreement, all the provisions of the Coimbatore City Municipal Corporation Act and Bye-laws made there under from time to time or existing or hereinafter enacted and/all such other central/local laws and Rules and Regulations existing herein or to be enacted during the enforcement of this licence agreement.

4. **LICENCE FEE**

- i. Subject to the terms and conditions herein set out, the CCMC does hereby grant and the LICENCEE does hereby accept the licence for “Operations and maintenance of identified Utilities with Advertisement Rights” as per Schedule I and in consideration thereof, the Licensee shall pay to CCMC a monthly licence fee amounting to Rs _____”X” _____, net of all applicable taxes, during the term of the licence.
- ii. The liability for payment of licence fee shall commence from the 7th date of issue of the offer letter of intent (LOI) or from the signing of the agreement, whichever is earlier. However any delay in completion of the required formalities by the licensee, the date of commencement of the licence fee shall not be altered or amended or extended by the Corporation for any reason whatsoever.
- iii. The licence fee for the first calendar month or part thereof (as the case may be) shall be paid by the 7th day issue of LOI. The licence fee for the subsequent calendar months shall be paid in advance by the 10th of each month. **It will be the responsibility of the LICENCEE to collect the challans / bills from the department of the Corporation in advance and to deposit the amount of licence fee in Coimbatore corporation Treasury by way of a pay order or demand draft in favour of the Commissioner, CCMC payable at Coimbatore, every month**
- iv. In case the monthly licence fee is paid after 10th day of the month, an **interest at the rate of 12% per annum** shall be charged on the entire amount remaining due. The interest shall be charged for the full month and shall continue to accrue to the Corporation till the accounts are finally squared up. Late payment of licence fee shall constitute a default on part of the Licensee and payment of interest shall not preclude the CCMC for taking any action including termination for default of the conditions set out in this agreement. The decision of the CCMC in this regard shall be final.
- v. The Lease amount during the 2nd year of Lease will be increased at an annual rate of 5% without any compounding. To clarify this, the Lease amount during the 2nd year will be the first years Lease amount + 5% increase and during the 3rd year it will be the first years Lease amount + 5% increase respectively.

5. CAPACITY AUGMENTATION/REDUCTION

- i. CCMC may, at any time decide to change the Project capacity by adding/reducing the number of Utilities with a view to provide better facilities to the users or in view of other exigencies. The concessionaire shall comply with such additions/deletions, provided that the change in the number of utilities is upto 25% of the initial number of Utilities on which the bids were called
- ii. In case some Utilities are withdrawn from the project the licence fee shall be reduced by the amount of monthly licence fee quoted in the financial proposal for those specific utilities, or alternatively, if some utilities are added to the project, the licence fee shall be increased proportionately on the basis of the increased advertisement area on the utilities added to the Project, from the date of such decrease or increase in the number of utilities,.
- iii. In case any new construction is required to effect the change in Project capacity, the cost of additional construction shall be payable by the CCMC, by way of adjustments from the monthly licence fee payable to the CCMC. Prior approval of the CCMC regarding the cost estimates of the additional construction shall be required.
- iv. In case the change in the number of utilities is more than 25%, the terms of the agreement can be reviewed at the option of the parties.

6. TERM

The term of this Agreement shall be 36 **months** effective from the 7th day of the issue of the offer letter of intent **or** from the date of signing of this Agreement, **whichever is earlier**. This is subject to premature termination as per provision of this agreement.

7. PERFORMANCE SECURITY

- i) The Licencee shall deposit a **performance security equal to four months of licence fee by way of a demand draft payable to Commissioner, CCMC at Coimbatore**, towards fulfillment of the contractual obligations as set herein. Such deposited security amount shall be non-interest bearing and unless forfeited as per the provision of this agreement, the same shall be returned/refunded only after the Term of the contract including any extension thereof and only after the contractual conditions have been complied with by the licensee including the conditions relating to handback of the utilities.
- ii) In case of the breach of any of the terms and conditions or clauses of the agreement, or in the case of violation or default, the performance security shall be forfeited as well as the agreement as entered herein may be annulled without assigning any reason therefor and the decision of the Corporation in this regard shall be final and binding on the licensee. If the CCMC decides in its discretion to continue the agreement after forfeiture of the performance security for any reason, the licensee shall have to renew the performance security immediately.

8. TERMS & CONDITIONS FOR OPERATIONS, MAINTENANCE & ADVERTISING

a) **Running and maintenance of the Utilities:**

The licensee shall operate and maintain the Utilities by itself, or through a Contractor, and comply with minimum maintenance requirements set out in **Schedule II** and other requirements of this Agreement, Good Industry Practices,

Applicable Laws and Applicable Permits. More specifically, the Licencee shall be responsible for:-

- i. The user charges to be collected from the public shall on no account exceed the amount fixed by the Corporation Council from time to time.
- ii. undertaking daily cleanliness of the Utilities
- iii. undertaking routine maintenance including prompt repairs of potholes, cracks concrete joints, electric fitting, lighting, sanitary fittings and signage
- iv. Suitable cupboards with locking arrangements shall be provided free of charge
- v. A List of inventory of articles available at the toilet shall be put up.
- vi. "Maintaining the complaint/suggestion Book at each and every Utility and the copy of the same should be submitted to CHO every month".
- vii. Ensuring that the Utilities remain free from all encroachments and take all steps necessary to remove encroachments, if any;
- viii. Ensuring that advertisement facilities created on the Utilities are not defaced by any kind of writings/posters.
- ix. Ensuring the safety and security of the Utilities
- x. Making good immediately at its own cost any loss, due to theft/vandalism, to an asset created in the Utilities and shall continue to keep the Utilities operational and available for public use during the entire Term of the Licence.
- xi. Obtaining & maintaining at all times a valid registration with the Labour Commissioner under section-7 of the contract labour (Regulations & Abolition) Act, 1970.
- xii. Getting all the employees verified from the Police department before deploying them on duty.
- xiii. Ensuring that the employees are well behaved & polite and that they wear proper uniform and identification badges over their uniform. All the Ladies and Unisex Toilets should have Female Attendants only

b) Electricity and Water: The licensee will have to apply for an electric/water connection. CCMC shall endeavour to provide electricity and water supply connection to the Licencee at the Utilities. The Licencee shall have to pay the connection and usage charges. Commercial charges shall apply on electric/water consumption. It is clarified that wherever release of regular water connection is not possible, the licensee shall make its own arrangement for water at its own cost.

c) Display/Enforcement/Removal of Advertisement

- i. The advertisements shall be displayed only at the designated place on the Utilities. The sizes of the advertisement spaces are given in **Schedule I**. **The maximum advertisement area permissible as on date under the guidelines approved by the Hon'ble Supreme Court is 23 Square Metre per Utility. In case more space has been created, the extra space beyond 23Sq meter shall be utilized for non commercial public/social messages in consultation with the CCMC. In case the guidelines relating to the admissible area for advertisement are altered, the Licence fee shall be altered in proportion to the change in advertisement panel area for the utilities affected by the change in the guidelines.***
- ii. Advertisements shall not be placed on the roof tops of the Utilities and shall not project beyond the wall of the Utility. Advertisements are not allowed inside the Utilities*
- iii. **The Corporation reserves the right to remove the advertisements if the Utilities are not maintained by the Licencee at least as per the Minimum Maintenance Standards set out in Schedule II of this agreement and other terms of this agreement including but not limited to a default in payment of the monthly licence fee.***
- iv. Any violation in the terms of this agreement and Applicable Laws may render the LICENCEE liable for annulment / cancellation/ termination of the agreement besides forfeiture of Performance Security.*
- v. The LICENCEE shall not at any time display or permit it to be displayed, whether by overtly or covertly, which in the opinion of the Corporation is dangerous to traffic or is obscene or in any way is inappropriate or it contravenes provisions of any Act, bye laws, code of ethics of the *Advertising Industry* or any laws, rules and direction (s) of any legal Authority or any other Authority. The Corporation reserves its right to remove any such advertisement, which is violative of the above terms & conditions as enumerated therein, the LICENCEE shall indemnify the Corporation apart from initiation of such legal process and further indemnifying the Corporation for any loss, claim, action or legal proceedings launched by any Authority or body. The Corporation's decision in this respect shall be final and binding.*
- vi. The Commissioner, CCMC or any other officers authorized by him/her shall have the right to have the offending advertisement removed or shifted without assigning any reasons for which no rebate/compensation shall be claimed. The removal and re-fixing will be done by the licensee at their own cost.*
- vii. The advertisements of the licensee are liable to be removed without any prior notice to the advertiser for the purpose of carrying out repair/maintenance of utilities by CCMC and any other agency or on account of any other emergent purposes whatsoever. **No compensation on this account shall be payable to the licensee if such disturbance is less than or equal to twenty days.***
- viii. In case the advertisement space remains unutilized, the LICENCEE shall display the CCMC publicity material on such unutilized space without of any charges to the CCMC. However, in this case, no rebate whatsoever shall be admissible to*

the licensee for any period on such unutilized free space for any period wherein the licensee is unable to find an advertiser or for any other reason.

- ix. Advertisements from banned organizations should not be Exhibited.
 - x. Advertisement creating public nuisance nudity or other such pictures posters or any other means of Advertisements which may hinder the sight of public should not be allowed.
 - xi. Advertisement to be displayed should not abuse or hurt any public sentiments and should not offered any religious/ community/race/gender feelings and also public morality.
- d. **Handback of the Utilities :**
- i. That on expiry of the contract at the end of the term or premature revocation/termination/surrender of the licence, the licensee shall remove all advertisements forthwith.
 - ii. The Licensee shall handback the Utilities to CCMC in perfect working condition within 7 days of the expiry of the contract or the date of termination/revocation of the contract as the case may be.
In case the licensee does not handback the possession of any/all of the Utilities in a peaceful manner to the Corporation, then the licensee shall be an unauthorized occupant of that/those Utility(ies) and further the licensee **shall be liable to pay damages as may be determined by the Corporation which shall not be less than 150% of the total monthly licence fee under this agreement.**
 - iii. If the damages as determined by the Corporation are not deposited in the Corporation treasury by the stipulated date in each calendar month, an interest at the rate of 12% per annum on the sum due shall be charged for the entire month.
 - iv. The licensee shall also be responsible for making good the damages/losses etc. to the Utilities noticed by the Corporation at the time of handback except for depreciation arising out of normal wear and tear and usage. The decision of the Corporation as to the extent of damages/losses will be final and binding
- e) **General Terms & Conditions:**
- i. The licence is revocable at the will of the CCMC and it does not create or vest any interest of the licensee on the licenced UTILITIES.
 - ii. If the licence fee or any part thereof shall at any time be in arrears or remains unpaid even after the due date or if the licensee at any time fails or neglects to perform or observe any of the terms and conditions contained herein, in that event, without prejudice to its general right of recovery of dues to initiate recovery of such unpaid dues under section 363 of the CCMC Act by giving seven days notice in writing to the licensee, the CCMC shall, through any officer authorized by the Commissioner, get the advertisements removed from the assigned Utilities at the cost and expense of the licensee. Further, the CCMC may revoke the licence and the CCMC may in its sole discretion grant the revoked licence to any other concern. The performance security shall also stand forfeited upon determination / revocation of the licence of the licensee for reasons of default of the Licensee.

- iii. The overall control and supervision of the Utilities shall remain vested with the CCMC, whose officials at all or any hours shall be entitled to inspect the Utilities with respect to their bonafide use and in connection with fulfillment of the orders of any other central, state or local governmental, regulatory statutory authority or body and any entity exercising executive, legislative functions. The CCMC shall also be entitled to make any additions/alterations/ changes in the Utilities, on its own or through the Licencee as per the terms of this agreement.
 - iv. The Corporation shall not be responsible or shall be liable for any such damage caused by theft, mischief, destruction, damage, removal of advertisement boards fixed on the Utilities by or for any temporary obstruction caused to the advertisement(s), including pasting of posters etc. by miscreants. No rebate or compensation whatsoever on this account shall be allowed or entertained by the Corporation. The licensee shall keep the Corporation fully indemnified for all such acts, claims & consequences or any damages thereof.
 - v. The licensee shall fulfill its obligation and diligently comply with all the directions, in general or special, or may order by the Coimbatore City Municipal Corporation or any other Authority from time to time.
 - vi. The Advertisement Panel displayed on the Utilities shall be maintained in good condition and properly secured. The advertisement shall at all times be erected, fixed and retained in all respect to the satisfaction of the Corporation or its authorized officer.
 - vii. The licensee shall have to pay advertisement, service tax if any in accordance with By-Laws, Rules and Regulations of the Corporation including laws, rules and regulations of any other central, state or local governmental, regulatory statutory authority or body and any entity exercising executive, legislative functions or passed by any Authority.
 - viii. That any liability on account of enactment at any new tax/fee/levy/service tax by whatever name called shall be borne by the LICENCEE in addition to the licence fee.
 - ix. The licence shall stand ipso-facto determined without any right to compensation whatsoever to the licence in any of the following events: -
 - A. If the licensee(s) being individual or a firm, or any partner in the licensee firm exits, die or at any time be adjudged insolvent or shall have a receiving order or orders for the administrator of his estate made against him or shall take any proceedings for the liquidation or composition under any Insolvency Act for the time being in force or make any conveyance or assignment or composition with creditors or suspend payment or shall introduce a new partner or shall change the constitution of the partnership or if the firm is dissolved under the Partnership Act.
- OR**
- B. If the licensee being a company passes a resolution or the court makes an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall have arisen which

entitled the court or debenture-holders to appoint a receiver or Manager provided that such determination shall not prejudice any right of action, remedy which shall have accrued or shall thereafter accrue to the Corporation.

- x. That it is a term of this agreement that the LICENCEE shall at no time raise any dispute regarding the date of commencement of licence fee or with regard to unilateral or otherwise cancellation annulment or termination of the contract and nor it shall be entertained for any reason, whatsoever by the Corporation in any manner. It is further agreed that should in case the LICENCEE default in the payment of two monthly installments, this agreement shall be automatic cancelled, annulled or terminated and performance security amount shall be forfeited. It is further agreed that LICENCEE shall pay for all/any of the charges/fee/tax levied by any statutory/governmental authority and that failure/inability to do so on the part of the licensee the Corporation shall have ipso facto right to terminate this agreement along with the forfeiture of performance security and the Corporation shall not entertain any claim(s) of the licensee in this regard in any manner.
- xi. The Commissioner, CCMC, only shall have the jurisdiction to entertain any application in respect of any proceedings, regarding eviction and recovery under the agreement/licence and the Commissioner, CCMC, decision in this respect shall be final and binding.

8. **OWNERSHIP**

The Corporation shall have an absolute & exclusive right/title/interest in the Utilities and the LICENCEE shall be user of such property solely for the purposes of this licence agreement. The use of Utilities by the licensee does not imply of granting any title, right of ownership in any manner to The LICENCEE.

9. **INDEMNIFICATION**

- i. That pursuant to this Agreement, both parties hereto shall fully indemnify and hold each of the other their officers, employees and agents, harmless from any damage or liability imposed due to injury occurred by any reason of the negligent acts or omissions or willful misconduct of the indemnifying party, or it officers, employees or agents, under or in connection with any work, authority or jurisdiction delegated to such party under this Agreement.
- ii. That Corporation, nor its any officer, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the licensee hereto, nor their officers, employees or agents, under or in connection with any work, authority or jurisdiction delegated under this Agreement or any consequential damage.
- iii. The licensee shall display the advertisement in a proper manner taking all precautions against electrocution and the Corporation shall not be responsible for any negligence or injury or casualty, damages resulting from the installation, removal or upkeep of advertisement on the Utilities.
- iv. The licensee shall solely be responsible for all safety issues and for any injury, hurt and or damages caused to or suffered by any person(s) or property arising out of or in relation to display of the advertisement on the Utilities and for any consequential

claim of damages or any other claims arising out of this licence agreement shall be solely borne by the licensee / advertiser, who will also indemnify and safeguard the Corporation in all respect of the aforesaid claim or claims of damages in any manner.

- v. The Licensee shall be responsible for maintaining harmony and good industrial relations with the employees in connection with the performance of its duties and obligations under this agreement. The Licensee shall be solely responsible for compliance with all labour laws and shall be solely liable for all possible claims of any third party and employment related liabilities of its staff employed in relation to the project. And hereby indemnifies CCMC against any claims, damages, expenses or losses in this regard. It is expressly agreed that for no purpose shall CCMC be treated as the employer in this regard.

10. **NOTICES**

- i. Any notice, request, or consent made pursuant to this Agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified below:

For the Licensee:

For CCMC:

The Commissioner,
Coimbatore City Municipal Corporation,
Big Bazaar Street,
Coimbatore.
Fax: 0422-2390167

- ii. A change in the address of a party shall be promptly conveyed in writing by that party to the other party. In case of failure to do so, delivery of notice at the last known address of the licensee or including delivery by pasting at a conspicuous place at the last known address of the party shall be deemed to be a due service of the notice.

11. **TERMINATION NOTICE**

The communication of termination shall be by means of a written notice of termination sent to either of party ("Termination Notice").

12. **TERMINATION OF THE AGREEMENT:**

A BY THE CORPORATION:

- i. The licence is revocable at the will of the CCMC and it does not create or vest any interest of the licensee on the licenced Utilities. Accordingly, the CCMC may in its discretion terminate the licence by giving not less than thirty (30) days' written notice of termination to the licensee of its intention to terminate the contract.
- ii. The Corporation shall have discretion to terminate this Contract, by giving not less than thirty (30) days' written notice of termination to the licensee for non-adherence or non-fulfillment or breach of any of clauses, rules or articles of the agreement. **Furthermore, in case of the LICENCEE defaulting in performing any of the licence conditions, the performance security is liable to be**

forfeited and the licensee may also be blacklisted/debarred for bidding of any future tender/NIT of CCMC for a period of three years.

B TERMINATION OR SURRENDER BY LICENCEE

- i That in the event of the licensee being desirous of surrendering the licence before the expiry of the term of the licence, he/she/they can do so by giving **three months prior notice or three months licence fee** in lieu of prior notice, provided the outgoing licensee before surrendering the occupation, clears all his/her/their Corporation dues including damage charges, if any. The Clearance of such dues/monies shall be an essential condition for acceptance of the notice.
- ii In the event of non-payment of dues before the date of expiry of the notice period, the time taken in clearing Corporation dues will automatically extend the date of notice period and the period of notice in that event will expire on the day of clearance of such dues.

13. CONFIDENTIALITY

- i. Each Party shall hold in confidence, and shall use its best efforts to ensure its officers and employees hold in confidence, the terms and conditions of this AGREEMENT and all relevant confidential information. Neither Party shall disclose, publish or make copies of this AGREEMENT or confidential information, unless required to do so by law, without the written consent of either of the Party to which the information relates.
- ii. This obligation shall survive the termination of this AGREEMENT for a period of three (3) years from the date of such termination. In addition to any other rights and remedies provided by law or Agreement for breach of the obligations of this Article, the Parties agree that breach of these provisions could cause irreparable damage to the either of Party and thus that specific performance and injunctive relief including damages shall be available as remedies for such breach.

14. ENTIRE AGREEMENT

Together with the other Agreements, schedules, enclosures referenced herein, this Agreement constitutes the entire Agreement entered between the parties and shall pertain to the subject matter as contained therein and supersedes all prior or contemporaneous Agreements, representation and understandings of the parties' relative thereto.

15. HEADINGS

The subject headings of the articles and paragraphs in this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

16. SEVERABILITY

If any of terms, conditions, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect.

17. CONSTRUCTION AND INTERPRETATION OF AGREEMENT

This Agreement, and each of its provisions, terms and conditions, has been reached as a result of negotiations/mutual acceptance between the parties. Accordingly, each of the Parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been authored by, prepared by, or drafted by, any particular party, and that the

rule of construction, to the effect of ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or in the resolution of disputes.

18. **AMENDING AGREEMENT**

Any future amendments to this Agreement shall be processed solely by mutual agreement of the parties and further they shall be brought in to writing.

19. **SUCCESSORS**

The clauses of this Agreement shall be binding upon each of the party and shall inure to the benefit of the respective successors and assigns of the parties hereto.

20. **DISPUTE RESOLUTION**

a Mediation

The parties hereto shall use their best efforts to settle amicably all disputes including any unresolved controversy (ies) or dispute(s) arising out of or in connection with the existence, interpretation, performance, or termination of this Agreement, arising out of or in connection with this Agreement ("Dispute").

- i. The party raising the dispute shall address to the other party a notice requesting an amicable settlement of the Dispute.
- ii. The Dispute will be referred for resolution between Mr. [] of the CCMC (or any other person duly authorized by the CCMC) and [] of **the LICENCEE** or any other person duly authorized by **the LICENCEE**. The Dispute will then be resolved by them and the agreed course of action documented, within a period of ten (10) days.

b Arbitration

- i. If the parties are unable to resolve the dispute by way of amicable settlement in accordance to the clause as enumerated above, the parties shall refer such dispute for arbitration. Any dispute or difference of any nature whatsoever or regarding any right, liability, act, omission on account of any of the parties hereto, arising out of or in relation to this Agreement, shall be referred to the Sole Arbitration of the Commissioner, the CCMC or some other Competent Authority or officer of the Corporation, as may be nominated by the Commissioner.
- ii. The Licencee will not be entitled to raise any objection to any such Arbitrator on the ground that the Arbitrator is an officer of the Corporation or that he has to deal with the matters to which the contract relates or that in the course of his duties as an officer of the Corporation he had expressed views on all or any of the matters in dispute or difference.
- iii. In the event of the Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Commissioner as aforesaid, at the time of such transfer, vacation of office or inability to act, shall designate any another officer, person to act as Arbitrator in accordance with the terms of the Agreement, such person shall be entitled to proceed with the reference from the point at which it was left by his predecessor.

- iv. It is also a term of this Agreement that no person other than the Commissioner of the Corporation as aforesaid shall act as Arbitrator as here under. The Award of the Arbitrator so appointed shall be final, conclusive and binding on all parties to the Agreement, subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications/amendments of or re-enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration proceedings under this clause.
- c The Award shall be made in writing within three months after entering upon the reference or within such extended time with mutual consent of the parties as the Sole Arbitrator shall by writing under his own hands make.
- d The place of arbitration shall be Coimbatore. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the Indian law.
- e That each Party shall bear the cost of preparing and presenting its own case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties hereto, unless the arbitration award otherwise provides. The award of the arbitration panel shall be final and binding and neither Party shall be entitled to commence or maintain any action in a court of law upon the dispute, except for the enforcement of an arbitral award granted pursuant to this part.

21. GOVERNING LAW

This Agreement shall be governed by and shall further be construed in accordance with the laws of India. Subject to the dispute resolution provisions as above, the courts of law located in Coimbatore shall have the exclusive jurisdiction to any matter arising out of or in relation to this Agreement.

22. AUTHORITY

Each party represents that it has the authority to enter into and perform all of the obligations set forth in this Agreement.

23. COMPLIANCE WITH LAWS

Each party shall comply with all applicable central, state and local laws, regulations and ordinances including, but not limited to, the regulations of the India and in case of the LICENCEE defaulting in performing any of the above conditions he/she will be debarred for bidding of any future tender/NIT of the CCMC and will be black listed for three years.

24. FORCE MAJEURE

No failure or omission by either Party to carry out or observe any of the terms and conditions of this agreement shall give rise to any claim against the Party in question or be deemed a breach of this agreement, if such failure or omission arises from any of the causes beyond the reasonable control of that Party, including, without limitation, war, warlike operation, insurrection, riot, fire, explosion; accident; governmental act, material control regulations or orders, act of God, act of the public enemy, epidemic and quarantine restriction provided that the non-performing party has provided the other party with prompt written notice of the obligations it will not be able to perform and has taken all reasonable care to minimize the effect of any such force majeure situation. If a

force majeure event that prevents the LICENCEE from performing its obligations under this Agreement, does not end within thirty (30) days, then the Corporation shall be entitled by written notice to terminate this Agreement.

25. WAIVER

Failure of either party to enforce any provision of this agreement shall not be deemed a waiver of future enforcement of that or any other provision.

26. ASSIGNMENT

Neither of the parties can assign its rights or delegate its obligations under this agreement without the prior written consent of the either of party.

27. INDEPENDENT CONTRACTING PARTIES

That both parties are independent Principals and nothing in this Agreement shall be deemed to create an agency, partnership, joint venture, or employer/employee relationship.

THEREFORE IN WITNESS WHEREOF, CCMC and The LICENCEE have entered into this Agreement as of {day } of {month} 2009 here at Coimbatore.

The LICENCEE

Coimbatore City Municipal Corporation
Authorized Signatory

[Narrate the particulars of the Licencee]

Witness 1

Witness 2

Schedule I

DETAILS OF IDENTIFIED UTILITIES

A. TOILETS

Sr. No.	Ward No.	Location of the toilets	Total advertisement panel area (in Sq.ft)
		TOILETS	
1	11	Singanallur Bus Stand	150
2	20	Bharathiar Road(Pappa nayakkan palayam)	200
3	22	Puliakulam Main Road	125
4	22	Trichy Road	270
5	26	Race Course Road	130
6	34	Anna Market	120
7	34	MGR Market	120
8	48	PooMarket	150
9	51	Gandhi park	130
10.	51	Thadagam Road	215
11.	30	Omni- Bus stand	140
12.	72	Ganapathy	20
13.	31	Srinivasapuram	70
14.	33	Sivanandha colony	100
15	27	V.O.C.Park	50
16	27	Uppilipalayam	200
17	28	Gandhipuram town bus stand.(Near to B 3 Police station)	180
18	36	Lingappa chetti street	112
19	36	Thiyagi kumaran street	120
20	38	Town hall	120
21	40	Ukkadam Bus stand	262
22	42	Chetti street	340
23	43	Dharmaraja koil street	40
24	54	Pothanur road- Lorry pet	40
		Toilets to be Reconstructed	
25	28	Gandhipuram Town bus stand. (Near to R.V.Hotel)	
26	28	Gandhipuram Central Bus stand.	
		Toilets to be Newly Constructed	
27	3	GPT west entrance –Opposite to CODISSIA	
28	11	Singanallur Bus stand outside	
29	7	Uzhalavarsanthai Entrance	
30	25	Sungam Nehru park	

Note: in cases where the advertisement panel area per utility exceeds 23Sq.m, the excess area shall be utilized for non commercial social messages in consultation with CCMC.

MINIMUM MAINTENANCE REQUIREMENTS

A. FOR THE TOILET BLOCKS

To ensure proper usage and promote good public health, the public toilet licensee has to keep the public toilets clean and has to ensure availability of adequate toilet supplies at all times. Toilet supplies include the following:

- Adequate supply of liquid soap in a steel container (dispenser) at all times
- 2 Nos of litter bins inside the toilets for 100 square feet.
- 1 No. of hand-dryer with 2000-2500 watts capacity air through at 16 meter and above per second (Philips or equivalent) for every 100 square feet should be provided close to the wash hand basins
- Toilet should be Ozonized by accredited agency.
- A sanitary disposal bin with lid in each female toilet cubicle
- Perfume's or perfume cakes should be provided for toilet and urinal bowls.
- Continuous availability of water for flushing and washing of hands
- Availability of proper lighting and electrical backup for lighting.
- Sensor based Water tap (ventury type) (Jagguvar or equivalent)

Minimum Cleaning & Maintenance requirements for Public Toilets

The Licensee shall have to ensure the minimum maintenance requirements in order to keep the toilets in good running condition.

1. Carry out Cleaning, Sweeping, and Mopping/Wiping of the floors every 2 hours or as and when found necessary in order to keep them in dry and hygienic condition at all times in a day irrespective of the holidays.
2. Ensure all toilet facilities are in good working order & available to the public between 5.00 a.m. and 11.00 p.m. However, the licensee may be allowed to close it early in consultation with CCMC, if the utility is located in commercial areas where the activities stop before the said time.
3. The Corporation reserves the Rights to change the time of opening and closing
4. Ozonize all the Public Convenience completely by involving accredited agency so as to maintain the complex odourless at all times.
5. Thorough cleaning of all toilets using the required standard detergent sprayers with ISI mark and putting naphthalene balls and air purifier in all urinals, wash basins and WC area.

6. The W.C., toilet floor area, passage and surroundings etc, should be kept clean & hygienic.
7. To ensure that proper and Effective cleanliness and sanitation is maintained in the toilet bowls, urinals, wash basins and keep them stain free.
8. Clean mirrors, door-knobs and any other surfaces where there is contact with users .
9. Keep toilets well-ventilated. Any mechanical ventilation system used should be cleaned and serviced regularly
10. The surroundings areas are to be kept cleaned at all times. The litter bins should not be overflowing at any time and disposal of garbage to be arranged, as required.
11. Necessary Screen walls in front of the Public Convenience can be provided at agency's own cost and utilize the space for enjoying advertisement rights.
12. The advertisement panel to be kept clean from dust stains etc, at all times. It is to be ensured that posters etc. are not posted on any of the panels and on structural part of Toilet Blocks.
13. Leakages in sanitary pipes & fittings should be checked and repaired immediately then and there to prevent wastage of water and damage to the civil structure.
14. Cleaning of any chokings in the drainages, manholes etc,
15. Removal of beehives and cobwebs / honey webs from the toilet and its premises
16. The bidder shall also be responsible for pest control in the Toilet and shall carry out sprays etc. minimum once in a week. The insecticides and pesticides should be sufficient enough to take care of Mosquitoes, Cockroach, rats etc. the insecticide and pesticide sprayed should bear of ISI mark and in case the pest control is ineffective the bidder shall have to carry out operation more than once in a week.
17. The bidder must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The successful bidder shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. In order to maintain quality services and minimize operational problems, the bidder must rotate the staff once in six month with prior written intimation to Corporation officials.
18. Proper register / records for the jobs carried out on daily, weekly, fortnightly and monthly basis will be maintained by the Supervisor of the bidder and will be countersigned by the Corporation officials at regular intervals and finally at the end of each month.
19. Proper drainage is to be maintained and no accumulation of water, liquid etc. is to be allowed at any time.
20. The lighting arrangement at the Toilet Blocks is to be functional at all times. Electrical safety is to be ensured for users as well as staff.

21. All structural members, sanitary fittings, electrical fittings and advertisement panels are to be inspected and maintained in good condition as per Good Industry Practices.
22. Each Toilet blocks should be adequately staffed during the operating hours. The staff provided at the Toilet Blocks should be literate and courteous toward the users and assist handicapped and old age users.
23. Only female attendants/staff are to be deployed in ladies toilets
24. The flower plants and shrubs are to be maintained and watered regularly and the wasters to be disposed off.
25. Security of all assets to be ensured by the staff posted at all Toilet Blocks.
26. The advertisements panels should be changed only during off peak periods – preferably during night hours.
27. Schedule more frequent cleaning during peak hours. See recommendations below on the frequency of cleaning
28. The successful Tenderer shall deposit an amount of 10% of the estimated cost as performance security deposit within 15 days from the receipt of the formal work order. The amount is payable in favour of the Commissioner, City Municipal Corporation, Coimbatore.
29. The Performance Security deposit of the contractor shall be refunded after successful completion of the contract period provided there are no recoveries to be made arising out of poor quality of work, incomplete work and / or violation of any terms and conditions of the contract as stipulated in the bid document. Refund of SD is subject to full and final settlement of the final payment for the work contracted / executed under the contract. No interest will be paid to the contractor on the security deposit.
30. The tenderer shall provide identity cards to the personnel deployed at the utilities carrying the photograph of the personnel and personal information as to name, DOB, age and Identification mark etc.
31. The service provider shall ensure proper conduct of his personnel at the utility premises, and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering without work.
32. The contractor shall be responsible for any theft of the items from the rooms or any other area of the office. The details of the stolen materials / stores, will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of the theft. The decision of DOT authorities on this shall be final and binding on the contractor.
33. For all intents and purposes, the service providing agency shall be the “Employer” within the meaning of different Labour Legislations in respect of Attendants so

employed and deployed in this office. The persons deployed by the agency in this office shall not have claims of any Master and Servant relationship nor have any principle and agent relationship with or against the Commissioner, City Municipal Corporation, Coimbatore.

34. The tendering agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in this office. The payment particulars of Service Tax, EPF, ESI etc of previous month may be submitted along with the current month bill.
35. Tendering agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to Ministry of Communications & IT to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
36. The tendering agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.
37. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.
38. In case, the tendering agency fails to comply with any statutory / taxation liability under appropriate law, and as a result there of this office is put to any loss / obligation, monetary or otherwise. This office shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
39. The toilet will be handled over the tenderer as is where is.
40. Necessary renovation works shall be carried out in the Public Conveniences as and when the need arises with prior intimation/permission from the corporation.
41. Necessary re-designing, re-construction shall be carried out in the Public Conveniences as and when the need arises with prior intimation/permission from the corporation.

Periodic Maintenance Schedule:

In addition there shall be a planned maintenance schedule developed in consultation with the MOH. There should be an inspection card which will record the maintenance/cleaning activity undertaken. A Dedicated Operation Team should be put in place to ensure active monitoring of security and maintenance services on a daily basis. **A dedicated mobile service van should be provided for attending to electric, plumbing and cleanliness related complaints relating to the project.**

A minimum periodic maintenance schedule is given below:

Item	Activity	Frequency
Floor	Machine scrub to ensure removal of soil from grouting	Fortnightly
Walls	Hand scrub to ensure removal of soil from grouting	Monthly
Bins	Hand scrub to ensure removal of soil from grouting	Weekly
Basins	Scrub with scrubbing pad to remove stubborn stains	Daily
Bowls / Urinals	Scrub with scrubbing brush to remove stubborn stains Scrub beneath rim to ensure removal of yellow stains	Daily
Soap Dispensers & other fittings	Dismantle and check /clear chokes	Weekly
Exhaust Fans	Wipe clean to remove dust	Monthly

Providing of Work Force

The bidder has to provide work force in sufficient numbers to maintain the utilities so as to ensure the required quality workmanship extend specified job order and to the satisfaction of the Officer of the Corporation. Tentative requirement of work force to be deployed is given as here under.

- a. One supervisor for 8 no. of toilets
- b. One labour for one toilet
- c. One electrician for one mobile team
- d. One plumber for one mobile team

Cleaning Equipment to be provided at each Toilet Block

1. Branded multi purpose cleaner
2. Glass cleaner (with spray bottle)
3. Disinfectant cleaner such as Dettol, Phenyl or equivalent other standard disinfectant
4. acidic de-scalar (horpic, domex or equivalent)
5. Standard Room freshener
6. Toilet bowl cleaning brush
7. Broom
8. Dust-pan corner brush
9. Mop / bucket / wringer
10. Signages such as 'wet floor' and 'closed for cleaning'
11. Duster
12. Clean cloth

13. Paper towels / toilet paper / soap

14. Gloves

Other Recommended activities:

- Display educational posters or stickers to encourage users to adopt good toilet habits when using public toilets & for propagating social messages in consultation with MOH
- Train the toilet staff to clean properly and to behave with users in a courteous and polite manner.

(s/d)Commissioner
Coimbatore Corporation