



**SOUTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE EXECUTIVE ENGINEER-(EMS)
SOUTH ZONE, GREEN PARK, NEW DELHI 110016**



No. EE (EMS)/SZ/2020-21/D- 744

Dated 25/11/2020

EXPRESSION OF INTEREST

South Delhi Municipal Corporation, South Zone, hereby invites the Expression of Interest for the up-keep, operation and maintenance of the various PT's/CT's under its jurisdiction as per approved policy of SDMC. The list of Toilets along with the approved policy may be obtained from the office of SS/SZ, EE/EMS/SZ, and AC/SZ. Any individual/Public/RWA's/MTA's NGO's/Consortium of Person/ Company etc can submit their interest in any PT/CT or group of PT's/CT's and their application of expression of interest in any PT/CT or group of PT's/CT's shall reach to the office of under signed at Room No-38, SOUTH ZONE, GREEN PARK, NEW DELHI 110016, by 10/12/2020 up to 03:00 PM.

In case there is more than one Person/Stake holders apply for any PT/CT, the same shall be decided by the committee comprising of AC/SZ, EE/EMS/SZ, and SS/SZ in the office of DC/SZ.

EE (EMS) SZ

Copy to:-

1. PS to Commissioner, for kind information of Commissioner,SDMC.
2. Addl. Commissioner/DEMS, for kind information
3. E-in-C/SDMC, for kind information
4. Director/DEMS, for kind information
5. DC/SZ, for kind information
6. SE/DEMS/SZ, for kind information
7. AC/SZ
8. SS/SZ
9. AE's/JE's
10. Office Copy

EE (EMS) SZ

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SOUTH DELHI MUNICIPAL CORPORATION
(Environment Management Services Department)

No. 33/DEMS/SDMCI/2020/1000

Dated : 25/8/2020

From:
The Commissioner
South Delhi Municipal Corporation
S.P. Mukharji Civic Center J.L.N. Marg, Delhi

To,
The Municipal Secretary
South Delhi Municipal Corporation
S.P. Mukharji Civic Center
J.L.N. Marg, Delhi

Name of work: - Modification in the policy of Maintenance & Upkeep of the toilet block(s)/Urinal block(s) under Public Private Partnership Scheme in SDMC area.

Corporation vide its resolution no. 280 dated 25/03/2013 approved the policy for Maintenance and upkeep of toilet block(s) under Public Private Partnership scheme in Market Commercial Area. Accordingly, EE planning vide its letter no. D-10/EE (P) II/SDMC dated 02.05.2013 issued a public notice.

Further a modified policy of Maintenance & Upkeep of the toilet block(s)/Urinal block(s) under Public Private Partnership Scheme in SDMC area was approved & circulated vide Corporation resolution no. 75 dated 15.10.2019.

It has been observed that various individuals/commercial/industrial & institutional establishments are ready to take over the nearby PTC's/CTC's for maintenance & upkeep on no profit no loss basis. However they want to grant the advertising right on the PTC's/CTC's to operate & maintain the same.



During the meeting of senior officers it was decided that the policy of Maintenance & Upkeep of the toilet block(s) may be modified to allow individuals/commercial/industrial & institutional establishments with advertisement right to reduce the operation & maintenance cost of the SDMC.

Accordingly, following changes in clause no 1, 17, 21 & Resolution number-75, Point-2 have been made in the proposed modified policy:-

S. no	Agreement Clause No.	Existing Provision in Policy	Proposed Amendments
1.	1	That the First and Second party have identified the aforesaid toilet complex belonging to the First Party, that are situated in locality in which the second party is a stakeholder on account of being the representatives of local residents/shopkeepers of the area/NGO's.	That the First and Second party have identified the aforesaid toilet complex belonging to the First Party, that are situated in locality in which the second party is a stakeholder on account of being the representatives of local residents/shopkeepers of the area/NGO's/ any Individuals/commercial/industrial & institutional establishments.

2.	17	The right of display of advertisement or hoardings inside or outside the toilet complex shall be that of the first party. The space reserved for advertisement display shall be kept free by the second party and it shall provide all assistance and cooperation to the first party for such purpose. The second party shall ensure that no damage is caused to such boards/hoardings, so erected by the first party.	The right of display of self advertisement or hoardings inside or outside the toilet complex shall be that of the Second Party. The space of about 24 Sq ft. is kept reserved for First party for SBM advertisement display by the Second party and it shall provide all assistance and cooperation to the first party for such purpose. The second party shall ensure that no damage is caused to such boards/hoardings, so erected by the first party.
3.	21	The second party shall be allowed to charge usage from the users @ Rs 5/- for use of toilet. However no charges are to be levied for urination. The rates can be revised only with the approval of the first party	If second party does not provide advertisement on toilet blocks then they shall be allowed to charge usage from the users @ Rs 5/- for use of toilet, however no charges are to be levied for urination. The rates can be revised only with the approval of the first party. In case second party provides the advertisement on toilet blocks then they may not be allowed to take any user charges from the public.
4.	Resolution number-75, Point-2	Not more than five toilet blocks be handed over for maintenance & upkeep to any Market Trader Association, Welfare association/NGO's	To waive off the condition of "Not more than five toilet Blocks/Urinal Blocks be handed over for maintenance & upkeep to any Market Trader Associations /Residents Welfare Associations/NGOs".

The case may be placed before the Corporation through Standing Committee, SDMC for accord of Approval of modification in the policy of "Maintenance & Upkeep of the toilet block(s)/Urinal block(s) under Public Private Partnership Scheme in SDMC area" as mentioned in the foregoing pages.


Additional Commissioner (Engineering)
For Commissioner, SDMC
 o/c 

ANNEXURE-AAGREEMENT FOR PARTNERSHIP FOR MAINTENANCE OF TOILET BLOCK/URINAL BLOCK UNDER MODIFIED PPP SCHEME

This agreement is entered into on this day of between South Delhi Municipal Corporation, who is the Toilet block/Urinal Block owning agency [The First Party] represented by its Executive Engineer (DEMS), Central Zone and (Which may be a Registered Market Association/Residents Welfare Association/NGO's/ any individuals/commercial/industrial & institutional establishments who is the agency appointed for maintenance and upkeep of the toilet blocks(S) (The Second Party) represented by Sh..... Designation.....

Now this agreement for both the parties shall be in the interest of maintaining sanitary condition in Delhi as well as developing people's participation towards creating a sanitary condition in areas which are under the governance of South Delhi Municipal Corporation of Delhi at present.

And whereas the second party has submitted proposal in taking up the following toilet complexes for maintenance and upkeep for a period of three years from the date of entering into the said agreement.

Toilet Complex/Urinal No	Located at (address)	Constructed area (sqm)	No of urinals	No of Toilet seats

Now therefore this agreement between the above stated parties witness as follows:-

1. That the First and Second party have identified the aforesaid toilet complex belonging to the First Party, that are situated in locality in which the second party is a stakeholder on account of being the representatives of local residents/shopkeepers of the area/NGO's/ any individuals/commercial/industrial & institutional establishments.
2. Under the scheme, the Second Party is interested in becoming a partner in maintenance/upkeep of sanitary condition in and around the toilet blocks, and has submitted a proposal in the form of an application to the First Party for consideration.
3. That the First Party and the Second Party will conduct a joint inspection of the Toilet Complex (Both inside as well as around the complex) as mutually agreed upon to prepare a list of the one-time works that needs to be carried out in the Toilet Complex to make the toilet complex functional including for disabled persons. The First Party and the Second Party will also prepare a time bound work-plan to carry-out the said one-time work. The First party will carry-out/complete the said works in the Toilet Complex in a planned manner after signing of the agreement and those agreed works will become part of this agreement.
4. After the initial 'one-time' maintenance work, all the future maintenance/repair during the concession period shall be the responsibility of the Second party.
5. The facilities of electricity, water, sewage and other such amenities as required by the Second Party will be organized, arranged, and paid for by the second party itself. However, the First party shall reimburse initial connection charges of utilities to the second party. All the utility connections must be taken in the name of second party.
6. The Second party shall arrange manpower for security and sanitation of the toilet complex including area round the toilet complex. It shall ensure that the toilet block remain open for the use of the general public during 06:00 AM to 10:00 PM every day and after that the toilet

7. The Second Party shall ensure that the premises are not misused in any way.
8. The second party shall ensure proper sanitation, hygiene and cleanliness of the toilet complex as well as an area within 10 mtrs of the toilet complex. It shall ensure that no water-logging or garbage or maiba is collected in this area, and if any such incidence takes place, it shall be the responsibility of the second party to get it rectified/cleaned immediately.
9. The Second Party will ensure adequate water for general cleanliness of the public conveniences for which SDMC shall have no objection to the Second Party installing a tube well at each site in addition to the water that would be arranged by the Second Party. However, necessary permissions for installation of tube-well from the competent authority will be obtained by the second party. The second party shall bear all expenditure on account installation of tube-well.
10. The First Party and the Second Party shall jointly prepare and inventory of the fittings and fixtures that are installed in the toilet block and will also provide the necessary details of construction done prior to enforcement of this agreement. The possession of the entire structure so constructed along with fittings and fixtures provided in the toilet block will be handed over to the SDMC on the conclusion of the agreement without causing any damage.
11. That the title of interest, ownership and rights with regard to toilet block maintained by the second party along with fixtures/fittings provided therein and the toilet block allotted by the SDMC shall continue to vest with the SDMC, except that these will be operated and maintained by the Second Party as agreed to in this agreement.
12. In case of loss due to theft or damage to the assets created in the toilet block the Second party shall be responsible for making good the same immediately at its on cost and shall continue to keep the complex operational and available for public use.
13. It will be the responsibility of the Second Party to ensure that sufficient lighting and security arrangements are provided in the toilet block, so as to avoid any untoward incident within the complex.
14. All tools, chemicals, disinfectant, machinery, consumables etc. required for maintenance, security and upkeep of the Toilet Complex shall be arranged/ organized by the second party and cost of the same shall be borne by them.
15. The Second Party shall also take steps to ensure that no structures such as kiosk, stall, general supply pillar, telephone box, bus stop etc. are constructed in the vicinity of the toilet block leading to any reduction in the visibility of and access to the toilet block for the general public.
16. The Second Party shall not erect any type of structure except for which permission is granted by SDMC. In case of any such necessity, prior permission of Executive Engineer (DEMS), signing the agreement will be required.
17. The right of display of advertisement or hoardings inside or outside the toilet complex shall be that of the Second Party.-The space of about 24 Sq ft. is kept reserved for First party for SBM advertisement display by the Second party and it shall provide all assistance and cooperation to the first party for such purpose. The second party shall ensure that no damage is caused to such boards/hoardings, so erected by the first party.
18. The Second Party shall be provided a conspicuous position near the gate(s) of the toilet complex, where it can display a board, indicating the following:
 * This Toilet Complex is being maintained courtesy.....
Second Party. In case of any complaint/suggestion, please
 contact.....Tel.....Email..... Time of opening of toilet
 complex..... Time of closing of toilet complex.....
19. The site and the work assigned to the second party by SDMC shall not be transferable by the second party to any other person, trust, and society.
20. The work shall be executed as per approved design and specification/CPWD specifications.

21. If second party does not provide advertisement on toilet blocks then they shall be allowed to charge usage from the users @ Rs 5/- for use of toilet, however no charges are to be levied for urination. The rates can be revised only with the approval of the first party. In case second party provides the advertisement on toilet blocks then they may not be allowed to take any user charges from the public.
22. The collected user fee and any other revenue stream generated by the second party shall be kept in a separate account, operated by the second party for the purpose. The said amount shall be utilized by the second party for payment of utility bills, salary of staff engaged by second party, repair/maintenance & upkeep of the complex.
23. The Second party shall endeavor to operate the complex on no-profit no-loss basis. Any surplus generated in the account after setting all dues shall be invested by the second party for up-gradation of the facilities with prior approval of the first party in the toilet complex. Any shortfall will be met by contribution/grants/donations received from the members of second party or any other philanthropist.
24. **Automated user-fee collection mechanism:-** The second party shall endeavor to install a technology driven user-fee collection machine, which ensures transparency in collection of user-charges and thus strengthens the revenue stream for the second party. If such machine(s) are installed and operated, the first party shall reimburse 50% of the cost of such machines installed by the second party. At the expiry/termination of the contract, the said machines shall be surrendered and handed-over, in proper running condition, to the first party free of cost by the second party.
25. **Water-harvesting & recycling:** The first party & the second party shall also explore possibility of establishing water-harvesting and/or water recycling infrastructure in the toilet complex. If found feasible, the first party shall bear the establishment cost/capital cost for establishing such infrastructure and the second party shall maintain, operate and up-keep such infrastructure at its own cost.
26. **Maintenance of Register:-** The second party shall maintain a record/register regarding cleaning, maintenance and up-keep works undertaken in the toilet complex. Each time any of the above work is undertaken by the staff deployed, they shall enter a log regarding the same in the register. The Register should also contain a record of "down-time", i.e., the period(s) for which any toilet /urinal seat became non-functional due to any circumstances and when was the problem attended/rectified.
27. The second party shall form a Management/Supervisory Committee and deploy a supervising system to physically check & monitor the sanitation, cleanliness, maintenance works undertaken by the staff deployed. The first party can nominate one member in the said Management/Supervisory Committee.
28. In case the second party fails to maintain the work assigned or repair to the damaged portion of the premises, Within seven days from the date it is brought to the notice of the second party to the satisfaction of public in general, the same shall be carried out by SDMC at the risk cost and expenses of the second party after serving three days notice to the second party for this purpose. This shall be one of the conditions to terminate the agreement by the first party.
29. The second party or its employees of agent shall behave and deal with courtesy with the users of the toilet block.
30. The second party will not use or allow any person to use toilet block for residential purpose or for keeping any animal/motor vehicle in or around the toilet block, other than the articles required for cleanliness and maintenance of the premises and one security guard shall be deployed to ensure continuous serviceability.

- 31. No change in the design of the item or in procedure will be allowed without the prior written permission of the SDMC.
- 32. The SDMC shall have the right to cancel/revoke/terminate the agreement at any stage in case of breach of any of the stipulated terms & conditions by the second party or their performance is not found satisfactory. The SDMC shall be entitled to terminate the agreement at any time without assigning any reason in the interest of SDMC.
- 33. An undertaking in an indemnity bond as mentioned at annexure will be taken from the second party. A security of Rs. 20,000/- per toilet complex is required from the Second party however; no security is required in case of urinal blocks.
- 34. This Agreement shall remain valid for a period of 3 years from unless terminated earlier by the first party at its sole discretion.
- 35. After completion of six months, there will be a review of the scheme, for which all the stakeholders will be called for an interactive session, in which all the concerned persons can make their presentation and if required the scheme can be recommended for modification as on required basis.
- 36. At this stage (i.e. at the time of review of the scheme), If the agreement in current form is not found viable to either of the party, it may give a two month notice of termination, and the contract can be amicably terminated prematurely after completion of formalities. The first party can thereafter have a fresh contract/modified scheme with the same party or any other party for operating the toilet complexes.
- 37. In case of satisfactory performance, and if both parties mutually agree, the agreement can be extended for such period after its expiry as agreed upon by both the parties.
- 38. That entire dispute arising out of the agreement shall be the subject to jurisdiction of the courts at Delhi.

Parties

Witness

- 1.
- 2.

KC

ANNEXURE-B

INDEMNITY BOND

I.....President/Secretary of.....Registered
.....dated.....and the
association/institution/NGO/any individuals/commercial/industrial & institutional establishment
have decided to take up operation / maintenance of following toilet complex (es):

Toilet Complex/ Urinal No	Located at (address)	Constructed area (sqm)	No of urinals	No of Toilet seats

The Second party is located in and do hereby indemnify the SDMC to the extent of Rs 20,000/- for each toilet complex (Rupees Twenty Thousand per toilet complex) which is the part value of Building, equipment's & fixtures Installed at the aforesaid complexes, and if the association fails to maintain toilet complexes in the manner required, the above amount shall be recovered from me in part or full as the sole discretion of the SDMC.

Authorized representative of Second Party