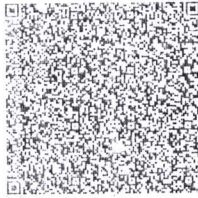


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सोहन
लाइसेंस
दीवानी परिसर
कचहरी, आगरा

Certificate No. : IN-UP82973013531398U
 Certificate Issued Date : 19-Dec-2022 01:10 PM
 Account Reference : NEWIMPACC (SV)/ up14822204/ AGRA SADAR/ UP-AGR
 Unique Doc. Reference : SUBIN-UPUP1482220459339127408345U
 Purchased by : SICURO VENTURES PRIVATE LIMITED
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) :
 First Party : AGRA SMART CITY LIMITED
 Second Party : SICURO VENTURES PRIVATE LIMITED
 Stamp Duty Paid By : SICURO VENTURES PRIVATE LIMITED
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write on the line
AGREEMENT

This agreement is made on the 23 day of December, 2022 between

Agra Smart City Limited, having its office at Agra Smart City Limited, Agra Smart City Office , Near Sur Sadan, MG Road, Agra, Uttar Pradesh-282002, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns (hereinafter called the "ASCL") (hereinafter called as 1st party).

AND

M/s Sicuro Ventures Private Limited having its office at 106, Bharat Nagar, Ashok Vihar, Phage-IV, Delhi. 110052., which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns (Hereinafter called as the "2nd Party")

AND WHEREAS

A. The "1st Party" has decided to entrust the O&M of Automated Self Cleaning Toilets at 9 locations by the "2nd Party" under the jurisdiction of Agra Municipal Area, constructed by Agra Smart City Limited more fully described in the schedule annexed separately.

B. The "2nd Party", having represented to the client that he/she has the required professional expertise, technical skill and resources, has agreed to undertake the work of cleaning of Public Toilets situated at different places in Agra Municipal Agra Smart City Limited area as per annexed list according to the terms and conditions set forth in this Agreement;

Addl. C.E.O.

Agra Smart City Limited

Executive Officer
Agra Smart City Limited

[Handwritten signature]

[Handwritten signature]

K.K. Jha
G. M. (Project)
Agra Smart City Ltd

[Handwritten signature]
R.K. Singh
Agra Smart City Limited

Agra Smart City Limited

Agra Smart City Limited

Agra Smart City Limited

Agra Smart City Limited

Agra Smart City Limited

NOW THEREFORE, the parties hereby agreed as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Agreement:

- Section 1 - General Conditions of the Agreement
- Section 2 - Technical Specification for cleaning of Public Toilets
- Section 3 - Penalties for Lapses / Shortfalls
- Section 4 - Complaints and Suggestions
- Section -5 – Maintenance checklist
- RFP document

2. The mutual rights and obligations of the Client (1st Party) and the Service Provider (2nd Party) shall be as set forth in the Contract, in particular:

- (a) The 2nd Party shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) The 2nd Party shall receive payments as Viability Gap Funding (VGF) of Rs. 2,29,29,600-00 + 18% GST Rs. 41, 27,328.00 Total Rs. 2,70,56,928.00 cumulatively for 24 months from the 1st Party in accordance with the provision of the agreement .

3. Commencement and Duration of the Services

The 2nd Party shall start the Service on23.....Dec 2022 and shall complete them by ~~23 Dec 2024~~ ("The End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first written above.

For and on behalf of the [1st Party]

[Authorized

Representative] Witness

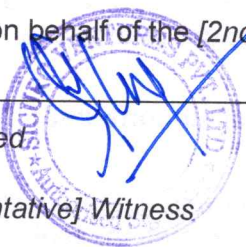
1:
Witness 2:

For and on behalf of the [2nd Party]


[Authorized

Representative] Witness

1:
Witness 2:

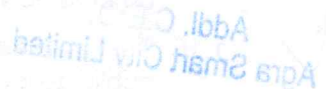



K.K. JHA
G. M. (Project)
Agra Smart City Ltd.


R. K. Singh
Nodal Officer
Agra Smart City Limited


Addl. C.E.O.
Agra Smart City Limited


Chief Executive Officer
Agra Smart City Limited



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SECTION - 1

GENERAL CONDITIONS OF THE AGREEMENT

1. Terms & Conditions

- 1.1 This AGREEMENT shall be governed by and constructed in accordance with the laws of India.
- 1.2 The Contractor shall maintain the Automated Self Cleaning toilets at 9 locations for a period of Initially 2 years from the date of signing of the Contract Agreement and 1 year extension thereafter, subject to approval of ASCL.
- 1.3 The 2nd party, from the date of signing of the Agreement, will collect user charges as described herein, from the end users of the Toilets at 9 locations as per the list provided and collect advertisement charges at these 9 locations
- 1.4 The title of the land along with the structure built thereon for public toilet purpose with all fittings & fixtures will continue to vest with the 1st party.
- 1.5 The 1st party shall fix daily timing of the opening and closing of the 9 toilets location.
- 1.6 All 9 public toilets location shall remain open on all days throughout the year except during major maintenance works which shall be intimated to the 2nd party by 1st party at least 2 days before such events.
- 1.7 The 2nd party shall ensure enforcement of existing labor laws. Minimum Wages Act and at no point of time, the 1st party shall be drawn into litigations on these counts.
- 1.8 Beside to the Viability Gap Funding (VGF) amount the 2nd party shall have right to get user charges from the users of Public toilets. The amount of such charges will be approved by the 1st party. Any revision in charges shall be determined by the 1st party in its sole discretion.
- 1.9 The 2nd party shall regularly clean urinals, W C, floors, walls, and ceilings of the interior as well as the exterior, of all the 9 locations contracted public toilets up to the entire satisfaction of 1st party. The 2nd party shall ensure that requisite quantity of cleaning materials such as phenol, Toilet cleaner, naphthalene balls; and soaps, towels are available to the extent required. Daily cleaning frequency for urinals and Water Closets shall be half and one hour respectively or as directed by 1st party.
- 1.10 The 2nd party shall maintain the facility as per maintenance schedule agreed between the both parties. The 1st party may engage third party evaluators to check the quality of maintenance and in case the maintenance is found to be deficient the 1st party may penalize the 2nd party.
- 1.11 The 2nd party shall ensure that each toilet structure displays prominently a signboard "Constructed by Agra Smart City Limited and cleaned by **Sicuro Ventures Private Limited**, for AGRA SMART CITY LIMITED". The height of this letter shall be at least 30 cms.
- 1.12 The charges towards water, periodic septage cleaning, and other consumable amenities shall be borne by the 2nd party.
- 1.13 2nd party must maintain biodigesters as per norms get the septic tank desludged and cleaned once the level of septage reaches 80% of the total depth off the tank.
- 1.14 The 2nd party shall not display or allow to display or exhibit any picture/posture/statute or other articles in any part of the toilets without prior permission/information from/to the 1st Party.
- 1.15 The 2nd party shall ensure adequate water for general cleanliness of the public Toilets. Rain water storage can be incorporated as an additional requirement to decrease burden on potable water from public utility or underground.
- 1.16 The possession of the entire structure along with fittings and fixtures provided in the public toilets will be handed over to the 1st party in good working condition, on the conclusion of the agreement without causing any damage.

- 1.17 The 1st party shall have the right to cancel / remove / terminate the agreement at any stage, in case of breach of any of the stipulated terms and condition by the 2nd party or in case their performance is not found satisfactory. Such cancellation/ removal or termination of agreement shall be preceded by a notice of 15 days, whereby the Contractor shall be directed to explain its conduct as to such breach /neglect/lapses or unsatisfactory performance.
- 1.18 The site and the work assigned to the 2nd party by the 1st party shall not be transferred by the 2nd party to any person, trust, society or institution in any manner whatsoever at any time whether during or after the termination of this agreement.
- 1.19 The premises of public Toilets complex shall not be used by the 2nd party for purpose other than that for which it is allowed under the agreement for cleaning.
- 1.20 The 2nd party shall execute the agreement within 7 (seven) days on the receipt of issuance of the 'letter of Intent'.
- 1.21 On the completion of the contract period, the 2nd party shall hand over the vacant possession of the public Toilets along with fixtures and fittings, inventory, structures in good working condition to the 1st party within 24 hours and will not put any resistance failing which the premises shall be evicted and the 1st party shall assume the occupation without any notice whereupon the 2nd party will have no claim.
- 1.22 Any of the conditions mentioned above can be altered, modified, changed or removed by the appropriate authority as per the necessity and with prior notice to the Contractor and the new conditions shall be binding on the part of the 2nd party.

SECTION - 2

2. Technical Specification for cleaning of Public Toilets

- 2.1 The Contractor shall engage one person for every unit of Public Toilet for cleaning and washing the unit round the clock (half hour frequency for urinals and one hour sanitation works):
- 2.2 Daily washing with water.
- 2.3 Daily washing with phenol/toilet cleaner
- 2.4 Sweeping up to 20 mtrs around the structure and sprinkling of disinfectant mixture of 200 gms (50 gms bleaching powder and 150 gms lime).
- 2.5 Removal of solid waste.
- 2.6 Custodian duty (protecting the structure against damage and misuse) and to prevent open urination surrounding the unit.
- 2.7 Removal of handbills and washing of scrubbing inside and outside the structure.
- 2.8 The Contractor or his representative shall personally visit the Public toilets regularly twice a day to keep watch over the performance of the workers employed by him.
- 2.9 The Contractor shall carry out the work by engaging men and equipment and provide the disinfectants and implements for cleaning and arrange for sufficient water supply at the urinal / toilets for Cleaning.
- 2.10 The Contractor should arrange for sufficient water supply at the structure for cleaning and washing.
- 2.11 The following implements / disinfectants shall be supplied by the Contractor to the staff Engaged by them.

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K.K. JHA
C.M. (Project)
Agra Smart City Limited

[Handwritten signature]
R. K. Singh
Nodal Officer
Agra Smart City Limited

Addl. C.E.O.
Agra Smart City Limited

[Handwritten signature]
Chief Executive Officer
Agra Smart City Limited

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- a) Compressor propelled mechanized cleaners
 - b) Cleaning Brooms
 - c) Sweeping brooms
 - d) Coir brush
 - e) Scraping Sheet
 - f) Bamboo Basket
 - g) Plastic containers
 - h) Bamboo Reapers
 - i) Plastic Buckets
 - j) Plastic Mug
 - k) Sponge piece
 - l) Washing Soap

2.12 Adequate quantity of Toilet cleaners, Phenol, Oxalic acids, Hydrochloric (diluted) Acids and Bleaching and lime powder

2.13 Photo Identity Cards for each staff

2.14 Apron for each staff with 1st party and 2nd party's name printed on it.

2.15 The officials authorized by the 1st party will supervise the work from time to time and point out any unsatisfactory service rendered by the 2nd Party and shall be entitled to give suggestions as may be considered necessary and the 2nd Party shall be bound to carry out the work.

2.16 In the event of incomplete and unsatisfactory service, negligence or slackness is found on the 2nd party of the first party in carrying out the work, the 1st party shall call for the explanation and terminate the contract, if there is no improvement even after repeated instructions.

2.17 The Contractor (2nd Party) shall ensure that the labour engaged by him to carry out the work shall not claim any right whatsoever against the Agra Smart City Limited by virtue of service rendered under this contract and shall not hamper the work by resorting to demonstration, agitation etc.

2.18 The Contractor shall be held responsible for all or any of the Act done by the staff /workers and shall be alone responsible for the payment of wages or any loss or damage caused by them during the course of service or work undertaken and shall also be responsible and be liable for payment of any compensation under workmen compensation Act. The Agra Smart City Limited will not be liable for any such event whatsoever.

2.19 That Contractor shall not engage child labour and shall agree and permit the workers to avail weekly off.

2.20 The Contractor shall not sublease or assign any part or portion of the work or the whole on the basis of the commission to others. If such conduct or action is found and brought to the notice of the 1st party, the 1st party is entitled to rescind and cancel the contract altogether.

2.21 The 1st party has the authority either to suspend or to cancel the contract when it is not desirable to continue the contract at any point of time without giving any notice.

2.22 The 1st party also reserves the right to alter, modify, change or remove any of the conditions mentioned in the agreement without assigning any reason to the 2nd party.


Chief Executive Officer
Agra Smart City Limited


Addl. C.E.O.
Agra Smart City Limited



K.K. JHA
G. M. (Project)
Agra Smart City Ltd

R. K. Singh
Nodal Officer
Agra Smart City Limited

Addl. C.E.O.
Agra Smart City Limited

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SECTION - 3

3. Penalties for Lapses / Shortfalls

1st party can impose penalty on the 2nd Party (Service Provider) if the desired level of cleanliness is not maintained and for lack of proper upkeep, facilities, etc. The penalty amounts will be levied to the 2nd party if the maintenance is not done satisfactorily on any particular day or on receipt of any specific complaint to the effect that the cleaning is unsatisfactorily and also for not following the conditions laid down as follows:


S. No.	Performance indicator	Penalty per instance per day
1.	Sweeping of the entire complex not done and sprinkling of disinfectants not done (once daily)	Rs. 500
2.	Cleaning and washing of the entire complex not attended (twice daily)	Rs. 1000
3.	Cleaning and washing of toilets not attended (every hour)	Rs. 500
4.	Supervisor absent (per day at each unit)	Rs. 500
5.	Phenol/toilet cleaner not used (per wash)	Rs.200
6.	Bio digester not functioning (weekly)	Rs. 500
7.	On genuine complaint from the user(s)	Rs. 500
8.	On report from the inspection team/ visiting Officer	Rs. 500
9.	Non-Functionality of Toilets/Coin operating system/Sanitary napkin vending machine and incinerator (Weekly)	Rs. 500

SECTION - 4


4. Complaints and Suggestions


The 2nd Party (Service Provider) shall provide services to the best of the satisfaction of the users. They should also maintain a complaint Register and suggestion Box within the premises of toilet, which shall be made available to the users/passengers. Notice to this effect should be put up at entry points to the toilet complexes. 2nd Party shall also display contact details (phone number and email address of Health officers of the region where size of each alphabet should be 30cm large.


K.K. JHA
G. M. (Project)
Agra Smart City Ltd.


R. K. Singh
Nodal Officer
Agra Smart City Limited


Addl. C.E.O.
Agra Smart City Limited


Chief Executive Officer
Agra Smart City Limited


Addl. C.E.O.
Agra Smart City Limited

SECTION – 5

PUBLIC TOILET
MAINTENANCE CHECKLIST

For each toilet, the Contractor shall be assessed based on the following Performance Indicators and will be given scores out of 400 marks for following indicators, in the manner provided in the table below:

1. MANDATORY SERVICE INDICATORS (MAXIMUM SCORE – 100)
2. ESSENTIAL SERVICE INDICATORS (MAXIMUM SCORE – 100)
3. DESIRABLE SERVICE INDICATORS (MAXIMUM SCORE – 100)
4. ADDITIONAL / ASPIRATIONAL SERVICE INDICATORS (MAXIMUM SCORE – 100)

Toilet Cleanliness Protocol for Public and Community Toilets based on range of services available and level of cleanliness													
S No	Indicators (Range of Services)	Maximum Marks	Option 1	Marks	Option 2	Marks	Option 3	Marks	Option 4	Marks	Score Received (A)	Weight (B)	Final Score (A)*(B)
MANDATORY SERVICE INDICATORS (MAXIMUM SCORE – 100)													
M1	All toilet seats and urinals clean and usable at all times	20	>75% seats are clean	20	50-75% seats are clean	15	25-50% seats are clean	10	<25% seats are clean	0		20%	
M2	Wash basin(s) clean and usable at all times	5	100% clean	5	Partially clean	3	Not clean	1	Not available	0		6%	
M3	Availability of water	20	Water is available in all cubicles	20	Water is available in <50% cubicles	15	Water is available in/ around the premises	10	Water is not available	0		20%	
M4	Adequate ventilation facility (vents, slanted glass slats and/ or exhaust fan)	15	Exhaust Fan available	15	Slanted Glass available	10	Natural Ventilation	5	Ventilation not available	0		15%	
M5	Premises are well lit at all times, both within and outside, with each seat having its own light point, and all light points functional	15	Yes (Functional light points available both outside the premises and within the toilet cubicles)	15	Yes (Functional light points available inside the premises)	10	Yes (Functional light points outside the premises)	5	No (No light points available)	0		15%	



K.K. JHA
G. M. (Project)
Agra Smart City

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M6	Functional bolting arrangements on all doors of all toilet seats (ladies toilets will be assessed separately)	10	>75% doors have functional bolting arrangements	10	50-75% doors have functional bolting arrangements	8	25-50% doors have functional bolting arrangements	5	<25% doors have functional bolting arrangements	0		9%	
M7	Untreated faecal sludge/ septage and sewage from the toilet is not discharged and/or dumped in drains, open areas or water bodies	15	Yes	15					No	0		15%	
ESSENTIAL SERVICE INDICATORS (MAXIMUM SCORE – 100)													
E1	Toilet floor is dry and clean at all times	20	Very Clean	20	Clean	15	Partially clean	10	Not clean	0		25%	
E2	Mirrors, if available, are clean and polished	5	Very Clean	5	Clean	3	Partially clean	1	Not clean	0		12%	
E3	Available and regularly cleaned (covered) litter bins, with bins available with each toilet seat (to be checked only in female seats)	12	>75% cubicles have litter bin and are regularly cleaned	12	50-75% cubicles have litter bin and are regularly cleaned	10	25-50% cubicles have litter bin and are regularly cleaned	5	<25% cubicles have litter bin and are regularly cleaned	0		15%	
E4	Available soap / operational soap dispenser	9	Soap Dispenser available and functional with liquid soap / soap bar available	9	No dispenser, but hand-washing Soap Available	6	Detergent soap bar available, not suitable hand-washing soap	3	Soap not available	0		10%	
E5	Usable taps and fittings, with no leakage OR water tank in or outside the structure with water available in it at all times during opening hours	10	>75% cubicles have usable taps with no leakage	10	50-75% cubicles have usable taps with no leakage	8	25-50% cubicles have usable taps with no leakage	6	<25% cubicles have usable taps with no leakage	0		10%	
E6	Entrance/ accessibility (like ramp, stairs) to toilet block is barrier free, including those for specially abled persons	12	Yes	12					No	0		8%	
E7	Premises are visible to passersby, with clear signage, and the area within 3 m from each direction of the structure is not encroached by unauthorized construction and vendors	11	Signage Available within every 100 m in each (min 5 signage)	11	Signage Available within every 300 m (min 3 signage)		Signage Available within every 500 m (min 1 signage)		No Signage Available	0		8%	

Smart City Limited

Smart City Limited

Aggra Smart City Limited



K.R. SHA
G. M. (Project)

Executive Office
Smart City Limited

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E8	Staff is provided with necessary supplies of consumables, cleaning equipment, protective gear and inventory, and there is no stock out for longer than 24 hours	9	Yes all 3 available	9	Yes 2 available	7	Yes 1 available	5	Not available	0		12%	
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DESIRABLE SERVICE INDICATORS (MAXIMUM SCORE – 100)

D1	Roster being maintained for regular cleaning and maintenance and a caretaker is on duty at all times during open hours	25	Yes (Roster and Caretaker both available)	25	Yes - (Caretaker available but roster is not maintained)	15	Yes- (only roster/register available)	10	No (None available)	0		20%	
D2	Public/Community Toilet is visible on Google Maps toilet locator as 'Public Toilet'	25	Yes	25					No	0		20%	
D3	Displays a signboard "Constructed by Agra Smart City Limited and cleaned by <Name of the Contractor>, for AGRA SMART CITY LIMITED". The height of this letter shall be at least 30 cms	20	Yes	20					No	0		20%	
D4	Complaint registration and redressal mechanism is in place and is functional, with all complaints, maintenance issues or incidents resolved within 24 hours of registration	20	Yes	20					No	0		20%	
D5	Air freshener applied	10	Yes	10					No	0		20%	

ADDITIONAL / ASPIRATIONAL SERVICE INDICATORS (MAXIMUM SCORE – 100)

A1	Walls and floors are stain / graffiti free	15	Yes	15					No	0		20%	
A3	Plants/ shrubs in the vicinity of toilet complex are well maintained	10	Yes	10					No	0		20%	
A4	Space earmarked for advertisement for revenue generation (Even if advertisement is not available marks will be awarded)	10	Yes	10					No	0		10%	
A5	Hand dryer / paper napkin available	10	Yes	10					No	0		10%	

Chief Executive Officer
Agra Smart City Limited

Addl. C.E.O.
Agra Smart City Limited

Regional Officer
Agra Smart City Limited



G. M. (Project)
Agra Smart City Ltd

Agra Smart City Limited
Noida, Ghaziabad

A6	Ladies' toilets have vending machine for sanitary napkins	10	Sanitary napkin vending machine is available and functional	10	Sanitary napkin vending machine is available but not functional	5			Not available	0		10%	
A7	Incinerator facility available for disposal of used sanitary napkins for toilet having > 10 seats and also to the toilets adjacent to women college and hostels	10	Incinerator is available and functional	10	Incinerator is available but not functional	5			Not available	0		10%	
A8	Functional floodlights / halogen vapour lamps outside the toilet premises during the night, without any dark, shadowy areas in the vicinity of the toilet	5	Yes	5					Not available	0		10%	
A9	Weekly/Monthly Feedback Register	10	Available	10					Not available	0		10%	



K.K.J
K.K. JHA
G. M. (Project)
Agra Smart City Ltd.

[Signature]
Addl. C.E.O.
Agra Smart City Limited

[Signature]
Chief Executive Officer
Agra Smart City Limited

284

Agra Smart City Limited

Request for Proposal

Selection of an Agency for Operation and Maintenance of Automated Self Cleaning Public Toilets at various Locations within Agra (2nd call)



K.K.J
K.K. Jha
G. M. (Project)
Agra Smart City Ltd.
Agra Smart City Ltd
Near Soor Sadan,
Agra Nagar Nigam Campus,
M.G Road
Agra, 282002

[Signature]
[Signature]
Chief Executive Officer
Agra Smart City Limited

[Signature]
K. K. Singh
Nodal Officer
Agra Smart City Limited

Email: agrasmartcitylimited@gmail.com

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AGRA SMART CITY LIMITED

NIT No. /ASCL/2022-23

Date: 21.09.2022

NOTICE INVITING TENDER (2nd Call)

On behalf of Chief Executive Officer, Agra Smart City Limited the Quality and Cost Based System (QCBS) RFP are invited online from the eligible and approved Contractors registered.

Sr. No.	Name of Work	Cost of Tender Form (In Rs)	Completion Period
1.	Selection of an Agency for Operation and Maintenance of Automated Self Cleaning Public Toilets at various Locations within Agra (2 nd call)	5,000/- + 18% G.S.T (Total - 5,900)	Initially 2 years from the date of signing of the Contract Agreement and 1 year extension thereafter, subject to approval of ASCL

1.	Last date for Purchase of Tender	:	06.10.2022 till 13:00 Hrs.
2.	Last date of pre-bid queries through mail at agrasmartcitylimited@gmail.com	:	28.09.2022 at 11:00 Hrs.
3.	Date of Pre bid Meeting		30.09.2022 at 15:00 Hrs.
4.	Last date for submission of tender		06.10.2022 till 15:00 Hrs.
5.	Last date for Submission of Hard Copy of Technical Bid		07.10.2022 till 15:00 Hrs.
6.	Technical Bid opening date		07.10.2022 after 17:00 Hrs.
7.	Tender Document and other details shall be available on https://etenders.up.nic.in , www.agrasmartcity.in , www.nagarnigamagra.com .		
8.	Hard copy submissions shall be submitted before the date and time mentioned at ASCL office (Agra Nagar Nigam Premises , Near Sur Sadan, Agra – 282002),Mr.K.K.Jha (General Manager , ASCL)		
9.	Amendment to NIT, if any would be published on website only.		
10.	Any clarifications related to the tender can be sought from Mr. Atul Mudgil (Technical Officer) : & Mr. Anand Menon K (Mobile No. 9860382302)		

Nodal Officer
Agra Smart City Limited,
Agra

Copy to:

1. Chairman ASCL
2. Vice Chairman, Agra Development authority
3. Chief Engineer, PWD
4. District Information Officer NIC , Agra
5. M/s Frank Advertiser for publishing in Newspaper
6. Notice Board –ASCL/Agra Nagar Nigam.
7. Indian Trade Journal, Kolkata.



[Signature]

R. K. Singh
Nodal Officer
Agra Smart City Limited

[Signature]
K.K. JHA
M. (Project)
Agra Smart City Ltd.

[Signature]
Chief Executive Officer
Agra Smart City Limited

Nodal Officer
Agra Smart City Limited,
Agra

DISCLAIMER

The information contained in this Request For Proposal ("RFP") document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Agra Smart City Limited or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP document and such other terms and conditions subject to which such information is provided.

This RFP document is neither an agreement nor an offer by Agra Smart City Limited to the prospective Bidders or any other person. This RFP document does not purport to contain all the information that each Bidder may require. RFP document may not be appropriate for all persons, and it is not possible for Agra Smart City Limited, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. The statements and information contained in this RFP document may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the statements and information contained in this RFP document and obtain independent advice from appropriate sources.

Information provided in this RFP document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Agra Smart City Limited accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Agra Smart City Limited, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way with short-listing of Bidder(s) for participation in the Selection Process.

Agra Smart City Limited also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP document.

Agra Smart City Limited may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information or assessment contained in this RFP document. The issue of this RFP document does not imply that Agra Smart City Limited is bound to short-list Bidders for next stage of the Selection Process for the Project and Agra Smart City Limited reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, with any demonstrations or presentations which may be required by Agra Smart City Limited or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and Agra Smart City Limited shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.



K.K. JHA
K.K. JHA
G.M. (Project)
Agra Smart City Ltd.
R. K. Singh
R. K. Singh
Nodal Officer
Agra Smart City Limited

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Chief Executive Officer
Agra Smart City Limited

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K.K. JHA
 G. M. (Project)
 Agri Smart City Ltd.

R.K. Singh
R. K. Singh
 Nodal Officer
 Agri Smart City Ltd.

[Signature]
Chief Executive
 Agri Smart City Ltd.

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1. TERMS OF REFERENCES (ToR)

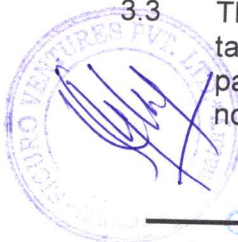
- 1.1 Automated Self Cleaning toilets located at 9 locations within the Agra judiciary area (list enclosed) shall be licensed to a selected contractor (hereinafter referred to as the "Contractor") for a period of Initially 2 years from the date of signing of the Contract Agreement and 1 year extension thereafter, subject to approval of ASCL (hereinafter referred to as the "O&M Period").
- 1.2 The title of the land along with the structure built thereon for public toilet purpose with all fittings & fixtures will continue to remain with the Agra Smart City Limited/Respective Government Agencies.
- 1.3 The Contractor shall clean, maintain and undertake necessary repairs of all toilets at 9 locations for a period of Initially 2 years from the date of signing of the Contract Agreement and 1 year extension thereafter, subject to approval of ASCL from the date of contract signing.
- 1.4 User charges shall be collected from the users. User charges shall be collected from the commuters/users. The charges per commuter per use will be Rs.5.00 for toilet users, and use of urinal will be free. Rate may be reviewed and revised in every three years by Agra Smart City Limited
- 1.5 Contractor may also use the advertising space provided and collect advertisement charges

2. CONDITIONS

- 2.1 The Contractor shall collect the user charges for toilets and advertising revenue as per conditions of contract agreement made with the Contractor and the concerned authority of Agra Smart City Limited.
- 2.2 The Agra Smart City Limited shall manage and fix timing of the opening and closing of the Public Toilets.
- 2.3 Required water for washing and cleaning and electricity charges shall be borne by the Contractor.
- 2.4 The Contractor shall maintain the above toilets for a period of Initially 2 years from the date of signing of the Contract Agreement and 1 year extension thereafter, subject to approval of ASCL and the user charges as per predefined rates will be collected from the users.
- 2.5 The Agra Smart City Limited will permit for O & M of automated Self Cleaning Toilets at 9 locations for a period of Initially 2 years from the date of signing of the Contract Agreement and 1 year extension thereafter, subject to approval of ASCL, as per the terms and conditions mentioned herein.

3. SELECTION PROCESS

- 3.1 The Bidder shall quote the VGF/Premium in prescribed format as per Annexure 9 given in the RFP.
- 3.2 Bidders shall be ranked as L1, L2, L3, etc. on the basis of the VGF sought by each Bidder for 11 Toilets. The selection of successful bidder will be done on the basis of the lowest bid (L1).
- 3.3 The Bidder shall have to quote the VGF inclusive of all duties, royalties, levies and taxes except Goods and Services Tax (GST). The amount of applicable GST will be paid separately to the Contractor with each bill at the time of payment. The ASCL shall not be liable for any duties, taxes (except GST), royalties and levies.



K.K. JHA
G.M. (Project)
Agra Smart City Ltd.

R. K. Singh
Nodal Officer
Agra Smart City Limited

Chief Executive Officer
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4. PAYMENT TERMS

- 4.1 ASCL shall pay the Contractor the amounts certified by its engineers for the work done during Operation and Maintenance Period on Numbering Basis as per the Section 2 Given in the RFP.
- 4.2 The Contractor shall submit to the Engineer monthly statements/bills (i.e. running bill) on the Basis of Checklist Report which is given in the Section-2 of the RFP. during Operation and Maintenance Period less the cumulative amount certified previously, along with copies of the details with all supporting documents such as Check List and Report etc.
- 4.3 The ASCL engineer's shall check the Successful Bidder's monthly statement/bill and certify the amount to be paid to the contractor as per the financial quote given by the Bidder in Annexure 9.
- 4.4 All duties, taxes, royalty and fees that may be levied in accordance with the laws and regulations in force as on the date of payment and on the works undertaken under this Agreement shall be deducted from the running payments. Nothing in this Agreement shall relieve the Successful Bidder/Contractor from its responsibility to pay any tax in respect of this Agreement.
- 4.5 The Successful Bidder shall be solely responsible and liable, at his own cost for all maintenance, upkeep and repairs of the equipment and its entire components up to completion of the O&M Period. The Successful Bidder shall also carry out rectification of defects in the works at its own cost up to completion of O&M Period.
- 4.6 All duties, taxes, royalty and fees that may be levied in accordance with the laws and regulations in force as on the date of payment and on the works undertaken under this Agreement shall be deducted from the running payments. Nothing in this Agreement shall relieve the Successful Bidder/Contractor from its responsibility to pay any tax in respect of this Agreement.
- 4.7 The Payment Shall be made monthly based on the scores obtained by the Contractor on the maintenance parameters given in Checklist report as per the SECTION -2 of the RFP and as mentioned below for reference purpose.

S. No.	MARKS	PAYMENT SCHEDULE
1	90% and Above Marks	100% Payment Released
2	Between 80% and 90% marks	95% Payment Released
3	Between 60% and 80% marks	90% Payment Released
4	Below 60%	Termination of Contract

4.8 For the purpose of making payment, for each toilet, the Contractor shall be assessed based on the following Performance Indicators and will be given scores out of 400 marks, in the manner provided in the table given in Section 2:

- a) MANDATORY SERVICE INDICATORS (MAXIMUM SCORE – 100)
- b) ESSENTIAL SERVICE INDICATORS (MAXIMUM SCORE – 100)
- c) DESIRABLE SERVICE INDICATORS (MAXIMUM SCORE – 100)
- d) ADDITIONAL / ASPIRATIONAL SERVICE INDICATORS (MAXIMUM SCORE – 100)

4.9 The average score of all toilets at 9 locations, as obtained by each toilet in terms of clause 4.8, shall be calculated to identify the Payment Schedule Category as mentioned in Clause 4.7 above and the Monthly VGF shall be paid accordingly.



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G. M. (Project)
Agra Smart City Limited

5. ELIGIBILITY CRITERIA

5.1 Only those Bidders who meet the following Pre-Qualification Criteria are allowed for the participating in the Tender:

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Nodal Officer
Agra Smart City Limited

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S. No.	Type	Pre-Qualification Criteria	Required Documentary Evidence
1.	Company Profile	The Bidder can be a Private Limited Company, LLPs, Partnership firms, Proprietorship Firms, Trusts, NGOs, Non-Profit Organizations, and Societies, which shall be in operations for a period of at least five (5) years as on published date of RFP.	a) Copy of certificate of Incorporation/Registration under the respective Laws/Acts. b) A written undertaking duly signed by the authorized signatory, holding a written power of attorney for this Bid on a stamp paper of relevant value c) The Bidder must have registration certificate(s) and other applicable documents such as PAN, GST etc., and any other statutory requirements to operate in Uttar Pradesh. d) The Bidder should have EPF Account Number. A copy of recent paid challan must be submitted. Bidder should submit information confirming the above as per the format given in Annexure 2 .
2.	Company Financial Profile	The Average Annual Financial Turnover for last 3 years (2018-19, 2019-20 and 2020-21) shall be at least R. 15 Lac, the Bidder should submit the Average Annual Turnover of last three financial years duly certified by a Chartered Accountant as per format in Annexure 4 of this RFP.	a) Audited financial statements for last three Financial Years. b) Copy of the statutory auditor's/CA certificate clearly specifying the annual turnover for the specified years.
3.	Company Standings	The Bidder should not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies and the Bidder should submit an affidavit confirming the same as given in Annexure 5 .	A letter of undertaking as per Annexure 5 certifying to this effect on the letter head signed by Bidder's authorized signatory.



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G. M. (Project)
Agra Smart City Ltd.

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Nodal Officer

Agra Smart City Limited

Chief Executive Officer
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4.	Project Experience	<p>The Bidder in their own name should have satisfactorily executed the work of similar nature in Semi Govt. / Govt Organizations in India, during last 7 (seven) years ending last day of month previous to the one in which bids are invited as a prime Contractor.</p> <p>Three Similar Works each costing not less than Rs. 20 Lakh.</p>	<p>a) Work Order/ Contract clearly highlighting the scope of work, value of the contract.</p> <p>b) Work Completion Certificate issued & signed by the authorized signatory of the client entity on such entity's Letter head.</p> <p>c) ASCL reserves the rights to contact the competent authority for the specified Work Orders/ Work Completion Certificates.</p> <p>d) Documentary evidence shall be</p>
		<p style="text-align: center;">OR</p> <p>Two Similar Works each costing not less than Rs. 25 Lakh.</p> <p style="text-align: center;">OR</p> <p>One Similar Work costing not less than Rs. 40 Lakh.</p> <p>"Similar Work" shall mean the cleaning/maintaining of public/Community toilets in urban areas. The Bidder should have the experience of working for minimum 2 such ULBs.</p>	<p>required to confirm this experience. Preference will be given to applicants who are engaged in same or similar works especially in Automated Self Cleaning Toilets and have experience in the field. The Bidder should demonstrate through submission of experience certificates for collective Experience of handling the following disciplines of work in the above contracts</p>

5.2 Technical evaluation framework

The Technical Bid shall be evaluated as per the evaluation criteria in the following table:

S. No.	Evaluation Criteria	Total Available Marks
1	Technical Experience of the Bidder	50
2	Average Financial Turnover	20
3	Technical Presentation	30
Total		100

Important: Qualification criteria for technical evaluation and progression to Financial Bid opening stage is to achieve Minimum 70 marks out of the Total Available Marks.

ASCL reserves the right to check / validate the authenticity of the information provided in the Pre- Qualification and Technical Evaluation criteria and the requisite support must be provided by the Bidder.

5.3 Technical Bid Criteria & Evaluation

This section explains how the Bidders shall be evaluated on each of the evaluation criteria.

S. No.	Type of Experience	Evaluation Criteria	Marking System	Maximum Marks
1	Technical Experience	On meeting the criteria at 5.1.4	30	50
		5 marks each for every additional Similar Work as defined in the RFP beyond the criteria mentioned at 5.1.4 subject to a maximum of 20 marks	20	
2	Average Financial	On meeting the criteria at 5.1.2	10	20
	Turnover	1.25 marks each for every additional Rs. 5 Lacs beyond the criteria mentioned at 5.1.4 subject to a maximum of 10 marks	10	
3	Technical Presentation	a. Proposal Preparation and Methodology including innovative ideas for revenue generation	15	30
		b. Innovative and Cost-Effective Technical Solutions Proposed for upkeep of entire toilets	8	
		c. Project Manager's Approach to the proposed project and his/her Experience count During the time of technical Presentation	7	
Maximum Possible Marks				100

5.3.1 Documents to be attached with the Application:

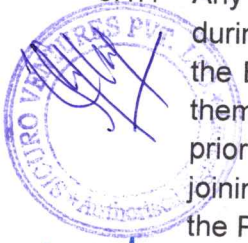
- (a) Details of key manpower resources to be deployed by the Contractor.
- (b) Mechanism of supervision & control, monitoring the delivery of service, resolution of public complaints, etc.

6. TENDERING PROCEDURE AND SCHEDULE

6.1 Pre-Bid Meeting

6.1.1 Any prospective Bidder may raise his queries and/or seek clarifications in writing before or during the pre-bid meeting. Details of venue, mode, date and time would be mentioned in the Bid Data Sheet. In this regard, the interested Bidders, who choose to attend, can get themselves registered through email agramartcitylimited@gmail.com, up to 24 hours prior to the time scheduled for the Pre-Bid Meeting, to obtain the link and other details for joining the Pre-Bid Meeting through Video Conferencing. The interested Bidders may join the Pre-Bid Meeting through Video Conferencing for resolving their queries/clarifications, if any, on the RFP or any other Bid Document. Any change in the schedule of pre-bid meeting would be communicated on the website only, and intimation to bidders would not be given separately.

6.1.2 The purpose of such meeting is to clarify issues and answer questions on any matter that



K. K. Jha
G. M. (Project)
Agra Smart City Ltd.

R. K. Singh
Nodal Officer
Agra Smart City Limited

may be raised at that stage. The ASCL may, at his option, give such clarifications as are felt necessary. The response to queries will be uploaded on <https://etenders.up.nic.in> website.

6.1.3 Any queries concerning this RFP shall be submitted in writing by e-mail only to agramartcitylimited@gmail.com with title: "Queries for the RFP of: **Selection of an Agency for Operation and Maintenance of Automated Self Cleaning Toilets at various Locations within Agra, UP**".

6.1.4 Bidders are advised to be specific and post clause wise queries in an unambiguous manner. ASCL reserves the right not to respond to vague and frivolous queries. Queries shall be neatly typed/ written as per the following format:

Name and contact detail of company-				
SL #	RFP Section and sub- section	Page No	Clause/ Content in the RFP	Clarification sought from bidder

6.2 Amendment of RFP

6.2.1 At any time, prior the deadline for submission of bids, ASCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP through the issuance of Addenda/ corrigendum.

6.2.2 The addenda/ modified Bidding Documents (if any) shall be uploaded on <https://etenders.up.nic.in>. It will be the responsibility of the Bidders to visit the portal on a regular basis to check for updates on this Project and the Bidding Process. ASCL shall not entertain any complaint/ grievance from any Bidder regarding the non-receipt of the addenda/ modified Bidding Documents.

6.2.3 All prospective Bidders may note that all future communication w.r.t. this RFP including addendum/corrigendum etc., if any, will be placed only on the website <https://etenders.up.nic.in>.

6.2.4 In order to give the Bidders reasonable time, for taking an addendum /corrigendum into account, or for any other reason, ASCL may, at its discretion, extend the Proposal Due Dates.

6.3 Preparation and Submission of Proposal

The Bidders shall have to prepare and submit their Bids (both Technical and Financial) online on <https://etenders.up.nic.in> and upload the relevant documents forms as per RFP document. Bidders are required to submit their Technical Bid documents in hard copy format as per the date and time mentioned in NIT. However, for the purpose of examination and review at any stage of the Project, the ASCL reserves the right to summon the original or truly certified copy of any document submitted by any Bidder in its Bid.

6.4 Technical Proposal

Technical Proposal shall comprise of formats and requirements given in the RFP. All the documents / information enclosed with the Technical Proposals should be self-attested and certified by the Bidder. The Bidder will be suspended for participation in the tending process for the works of Agra Smart City Limited and works under other Centrally sponsored schemes, for a period of one year from the bid due date of this work, if any document / information is found to be false/fake/untrue before and after acceptance of Bid.

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6.5 Financial Bid Proposal (Online Only)

- 6.5.1 The Bidder shall have to quote the VGF amount, it intends to seek from the ASCL to be given in the form of Grant as the O&M Support during the period of Operation and Maintenance on a monthly basis.
- 6.5.2 Financial Bid format is uploaded in Excel format.
- 6.5.3 Amount of the Financial Bid shall be quoted in figures as well as in words. If any difference in figures and words found, lower of the two shall be taken as valid and correct.
- 6.5.4 The Bidder shall have to quote VGF inclusive of all duties, royalties, levies and taxes except Goods and Services Tax (GST). The amount of applicable GST will be paid separately to the Contractor with each bill at the time of payment. The ASCL shall not be liable for any duties, taxes (except GST), royalties and levies.
- 6.5.5 Financial Bid in Hard copy will not be accepted, Bidder shall submit their quoted amount online only.
- 6.5.6 If any Bidder submits Financial Bid/financial offer in offline/hardcopy format/in the Technical Bid, such Bid shall be rejected.
- 6.5.7 Bidders are requested to check final figure. ASCL is not responsible for errors in the financial bid.
- 6.5.8 Any space left blank in the bidding sheet, then it will be considered as zero "0".
- 6.5.9 For online submission, the Bidders have to prepare their bids online, encrypt their data in the Bid Forms and submit Bid Seals (Hashes) of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the RFP after signing of the same by the Digital Signature of their authorized representative.
- 6.5.10 Bidders shall furnish the information strictly as per the formats given in Annexures of this RFP, without any ambiguity. ASCL shall not be held responsible if any Bidder fails to provide the information in the prescribed formats resulting in lack of clarity in interpretation and consequential disqualification. All proposals/Bids/offers shall be numbered, signed & stamped on each Page by the duly 'Authorised Signatory' of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialed.
- 6.5.11 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid and shall contain page numbers. Bids submitted by fax, telex, telegram or e-mail shall be rejected out rightly.
- 6.5.12 Any bidder, who submits or participates in more than one Proposal for the aforesaid said Project shall be disqualified.

6.6 Bid Securing Declaration

- 6.6.1 The bidder has to sign a project specific Bid Securing Declaration accepting that if the bidder withdraw or modify its bid during the period of validity i.e. not less than 180 (one

hundred eighty) days from the bid due date or if the bidder is awarded the contract and fail to sign the contract or to submit a performance security before the deadline defined in the request for bid documents, the bidder will be suspended for participation in the tendering process for the works of Agra Smart City Limited and works under other Centrally sponsored schemes, for a period of one year from the bid due date of this work.

6.6.2 All proposals submitted in response to the Request for Proposal Document shall be accompanied by a Bid Securing Declaration as per the format given **Annexure 7** along with its Technical Bid.

6.6.3 Any Bid not accompanied with an acceptable Bid Securing Declaration shall be rejected as non-responsive.

6.7 Language and Currency of the Bids

6.7.1 The Proposal and all related correspondence and documents shall be written in English language only.

6.7.2 If any supporting documents attached to the Bid is in any other language, the same will be supported by an English translation and in case of any ambiguity the English translation shall prevail.

6.7.3 The currency for the purpose of the proposal shall be the Indian National Rupee.

6.8 Sealing and Marking of Proposals

6.8.1 The Proposals shall be sealed, marked and submitted as explained below:

Stage – 1 for Bid Securing Declaration:

Bid Securing Declaration shall be placed in **Stage – 1** duly marked as 'Bid Securing Declaration'.

Stage– 2 for Technical Bid:

The Qualification documents i.e. technical details of projects & eligibility criteria (organisation details, project detail sheets outlining previous experience of the firm, certificate of Financial capability and certified Audited Financials Reports for the last three years, GST registration number, Income Tax registration etc. as required for technical evaluation specified herein this RFP) shall be sealed in Envelope- 2, duly marked as "TECHNICAL BID". The Technical Bid should comprise of the following documents: -

Annexure 1: Letter of Proposal and Interest

Annexure 2: General Information of the Bidder

Annexure 3: Format for Technical Criteria of Bidder.

Annexure 4: Format for Financial Capability of Bidder

Annexure 5: Affidavit certifying that the Bidder is not blacklisted/ debarred or not indulged in corrupt or fraudulent practices

Annexure 6: Declaration Certificate.

Annexure 8: Format for Bid Securing Declaration.

Annexure 9: FINANCIAL PROPOSAL (STANDARD FORMAT).

Annexure 10: Contract Agreement.

Stage – 3 for Financial Bid (Online Only):

The financial offer shall be submitted online only at <https://etenders.up.nic.in> in prescribed financial bid format which has been uploaded on portal. The Bidders shall quote for the entire scope of Project on an "overall responsibility" basis such that the total Bid Price



K.K.

K.K. JHA

G. M. (Project)

Agra Smart City Limited

R. K. Singh
Nodal Officer

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Chief Executive Officer
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Covers Bidder's all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.

- 6.8.2 Apart from the above, any document listed anywhere in the RFP which needs to be enclosed with bid, shall be attached by the Bidders.
- 6.8.3 Any Proposal received by ASCL after the due date and time as defined in the RFP, will be liable for rejection.

6.9 Modification and Withdrawal of Proposals

No Proposal shall be modified or withdrawn by the Bidder after the Proposal Due Date.

6.10 Opening of Bids

6.10.1 Chief Executive Officer, ASCL, Agra, in the presence, of the Bidders or their representatives who choose to attend. **After submission of their Bids on the e-portal, the Bidders may contact ASCL for obtaining the details for opening of the Bids.** The date for opening of Financial Bids shall be intimated at later stage to the technically qualified bidders only. ASCL reserves the right to reject any Proposal if it is found to have material deviation.

- 6.10.2 A material deviation or reservation is one:
 - i. which affects in any substantial way, the scope, quality, or performance of the Project,
or
 - ii. which limits in any substantial way, inconsistent with the RFP document, ASCL's rights or the Bidder's obligations,
or
 - iii. which would affect unfairly the competitive position of other Bidders' presenting substantially responsive bids.

6.11 Evaluation of Proposals/ Bids

6.11.1 **Stage-1 of evaluation: Online Envelop-1 containing "Bid Securing Declaration"** will be opened. If the Bid Securing Declaration is not submitted or not considered proper as per the RFP, then no further processing will be done, and the proposals of the Bidder shall be rejected.

6.11.2 **Stage-2 of evaluation: Online Envelope-2 (Technical Bid)** containing the Qualification documents, eligibility criteria and Technical details of projects will be opened. If, the proposal not meeting the prescribed Eligibility Criteria, it does not contain all requisite documents as per RFP or in case of any other discrepancy, the same shall be rejected outright. All bidders, after passing the Stage 1 & 2 of evaluation as above shall be treated as qualified for financial bid opening i.e. stage 3 of evaluation.

As a first step towards evaluation of Technical BIDs, the ASCL shall determine whether each Technical BID is responsive to the requirements of this RFP. A Technical BID shall be considered responsive only if:

Technical BID is received online as per the formats including but not limited to the following:

- i. **Annexure 1:** Letter of Proposal and Interest
- ii. **Annexure 2:** General Information of the Bidder
- iii. **Annexure 3:** Format for Technical Criteria of Bidder.



K.K. Jha
G. M. (Project)

K. K. Singh
Nodal Officer
Agra Smart City Limited

Chief Executive Officer
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- iv. **Annexure 4:** Format for Financial Capability of Bidder
 - v. **Annexure 5:** Affidavit certifying that the Bidder is not blacklisted/ debarred.
 - vi. **Annexure 6:** Declaration Certificate.
 - vii. **Annexure 7:** Format for Bid Securing Declaration.
- (b) Technical Bid is accompanied by the Bid Securing Declaration as specified in Clause 6.6.
- (c) Technical Bid is accompanied by the Bid Documents Cost as specified in NIT of the RFP.
- (d) Technical Bid contains all the information (complete in all respects); and
- (e) Technical Bid does not contain any condition or qualification.
- (f) To facilitate evaluation of Bids, the ASCL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. If required, the Bidder shall provide the supporting document/documentary evidence to substantiate the reply only on the matter for which such clarification is sought. For the avoidance of doubt, it is clarified that in the event any information/document provided by the Bidder in its reply to the clarification is considered as additional document/new or fresh information, the same shall not be considered for evaluation.
- (g) After assessment of the reply to the clarification received, if any, ASCL shall declare the technically qualified bidders who, based on the Eligibility Criteria mentioned in Clause 5.3 of the RFP, moved to next stage of the Bidding Process.

6.11.3 Stage-3 of evaluation: Opening of Financial Bids

Online Financial Bid of only those Bidders who have passed Stage-1 & Stage-2 and evaluation process indicated in Clause 6.11, shall be opened on the scheduled date & time as prescribed by ASCL in presence of all the Bidders or their nominees. Bidders shall be ranked L1, L2, L3, etc. on the basis of VGF. The selection of Successful Bidder will be done on the basis of the lowest bid (L1). The Bidder with Lowest Price Bid shall be awarded the Contract subject to the conditions mentioned in this RFP.

For the purpose of clarity, the lowest bid shall be assessed based on the sum product of the rates quoted by the Bidders for each line item mentioned in their Financial Bid.

6.11.4 Any action on the part of the Bidder to revise the price(s) and/ or change the structure of price(s) at his own after the opening of the Bid may result in rejection of the Bid.

6.11.5 ASCL would have the right to review the Proposals and seek clarifications where necessary after giving due notice. The response from the Bidder(s) shall only be in writing but no change in the substance of the Proposal would be permitted. It is clarified that Bidders are free to make suggestions but are not allowed to submit any conditional Bid as specified earlier.

6.11.6 ASCL reserves the right to reject any bid if it is of the opinion that the Bidder lacks the expertise, experience and is not in possession of requisite infrastructure required for the purpose of the Project. The discretion of CEO, ASCL in this respect shall be final and binding on all bidders.

6.11.7 Any rebate/ discount linked with quality, term of payment or any other condition shall not be considered for the purpose of evaluation of proposal.

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- 6.11.8 Any attempt by a Bidder to influence in the evaluation of bids, or contract award decisions may result in the rejection of its proposal.
- 6.11.9 ASCL also reserves the right to accept or reject any Bid, and to cancel the Bidding process and rejects all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the ASCL's action.

6.12 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process. ASCL will treat all information submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. ASCL will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure or due to statutory compliances.

6.13 Acceptance of the Offer/Award and Signing of Contract

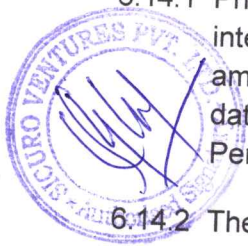
- 6.13.1 ASCL shall issue Letter of Acceptance (LoA) to the Selected Bidder for the Project.
- 6.13.2 The Selected Bidder shall be required to send his unconditional acceptance of LoA within **7 (Seven) days** from the date of its issue of LoA along with Plans, Specifications and preliminary schedules with timeline.
- 6.13.3 After the acceptance of LoA, authorized representative of the Successful Bidder shall be required to submit the Performance Security in terms of Clause 6.14 and to execute the Contract Agreement within the 15 (Fifteen) days from the date of issue of LoA.
- 6.13.4 ASCL shall retain the right to withdraw the LoA in the event of the Selected Bidder's failure to accept the LoA and/ or to submit the PBG and additional security (if any) and/ or to sign the Contract Agreement within the time limit specified in the above clauses.
- 6.13.5 In the event ASCL exercise its rights as stated above, ASCL shall debar the Bidder for a period of One (1) year from participating in any future projects with ASCL.

6.14 Performance Security

6.14.1 Prior to signing of Contract Agreement, the Successful Bidder has to submit the requisite interest free Performance Security equivalent to 3% (Three percent) of total awarded amount or Rs.5,00,000 whichever is higher for the Project within 07 (Seven) days from the date of issue of LoA, with the validity up to 120 days beyond the end of the Contract Period.

6.14.2 The Performance Security which is 3% (Three percent) of the total gross award of work or Rs.5,00,000 whichever is higher furnished by the Successful Bidder will be released after 6 Month Beyond successful completion of Contract Period.

6.14.3 In case, the Performance security) is not furnished by the Successful Bidder during the 15 (Fifteen) days' time period, then the same shall constitute sufficient grounds for cancellation of the award and the bidder will be suspended for participation in the tendering process for the works of Agra Smart City Limited and works under other Centrally sponsored schemes, for a period of one year from the bid due date of this work.



K.K. JHA

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Agra Smart City Limited

A. K. Singh
Nodal Officer
Agra Smart City Limited

6.14.4 The Performance Security may also be encased at the sole discretion of ASCL towards any damages/ penalty that may be payable by the Selected Bidder due to default or breach of its obligations, and/or against termination eventualities attributed to the Selected Bidder, under the terms of the Contract Agreement.

6.15 Termination of Contract

6.15.1 If the Contractor fails to carry out any obligation under the Contract, the ASCL may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.

6.15.2 The CEO, ASCL on behalf of the ASCL shall be entitled to terminate the Contract if the Contractor:



- a) Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation
- c) without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time
- d) If the marks below 60% as per the payment terms clause 4.7 .
- e) the Contractor does not maintain a valid instrument of financial Security, as prescribed.
- f) the Contractor has delayed the completion of the Works by such duration for which the maximum amount of penalty/ damages is recoverable
- g) If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the RFP or desired by the ASCL
- h) if the Contractor, in judgmental of the ASCL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- i) Any other fundamental breaches as specified in the RFP.

6.15.3 In any of these events or circumstances, the CEO, ASCL may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the site. However, in the case of sub paragraph (b) or (g) of clause 6.15.2 above, the CEO, ASCL may terminate the Contract immediately.

6.15.4 Notwithstanding the above, the CEO, ASCL may terminate the Contract for convenience by giving notice to the Contractor.

6.15.5 Payment upon Termination:

- a) If the Contract is terminated as stated above, the CEO, ASCL shall issue a certificate for value of the work accepted on final measurements, less advance payments, taxes due to be deducted, penalty as indicated in the RFP and 5% of the contract value towards additional compensation for the breach of Contract. The amount so arrived at shall be determined by the CEO, ASCL and shall be final and binding on both the parties.



K.K. JHA
G. M. (Project)
Agra Smart City Ltd


K.K. Singh
Nodal Officer
Agra Smart City Limited


Chief Executive Officer
Agra Smart City Limited

- b) Payment on termination under clause 6.13.5 a) above, the CEO, ASCL shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the works, and the Contractor's costs of protecting and securing the works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract and less taxes due to be deducted at source as per applicable law.

6.16 Settlement of Disputes & Arbitration

6.16.1 Whether before its commencement or during the progress of Project/Work or after the termination, abandonment or breach of the Contract, if any dispute or differences of any kind what-so-ever arise between the ASCL and the Contractor in connection with or arising out of this Contract or the execution of work, the same shall in the first instance supported with complete documents and further documents, if any, required by him, be referred for settlement to the CEO, ASCL and he shall, within a period of sixty (60) days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to arbitration as hereinafter provided, be final and binding upon the Contractor. In case the work is already in process, the Contractor shall continue with the execution of the work as aforesaid with all due diligence, whether any of the parties requires arbitration as hereinafter provided or not.

6.16.2 If the Employer has conveyed his decision to the Contractor and no claim for arbitration has been filed by the Contractor within a period of sixty (60) days from the receipt of the letter communicating the decision, the said decision shall be final and binding upon the Contractor and will not be a subject matter of arbitration at all.

6.16.3 In case of dispute as aforesaid, which has not been settled amicably or for which CEO, ASCL fails to convey his decision within a period of aforesaid sixty (60) days from the date on which the said request was made by the Contractor, any party can refer the dispute for Arbitration under the (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time). Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the ASCL and the Successful Bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 (thirty) days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the CEO, ASCL. The Arbitration and Conciliation Act, 1996 and any statutory modification, amendment or re-enactment thereof, shall apply to these arbitration proceedings.

6.16.4 Arbitration proceedings shall be held in Agra, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

6.16.5 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by ASCL and the Successful Bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.



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K.R. JHA
G.M. (Project)
Agra Smart City Ltd.
R. K. Singh
Nodal Officer
Agra Smart City Limited

Chief Executive Officer
Agra Smart City Limited

- 6.16.6 The stamp fee due on the award shall be payable by the party as desired by the Arbitrator/Arbitral Tribunal and in the event of such party's default, the stamp fee shall be recoverable from another sum due to such party under this or any other contract.
- 6.16.7 The expiry to the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.

6.17 Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to Dispute Resolution under this Agreement or otherwise.

6.18 Term and Extension of the Contract

If the delay occurs due to circumstances beyond control of Contractor such act of god, strikes, lockouts, fire, accident, defective materials, delay in approvals or any cause whatsoever beyond the reasonable control of Contractor, a reasonable extension of time shall be granted by the Authority. In the event, if the above-mentioned is more than One year due to the above- mentioned reasons, then price escalation for the extended period shall be considered as per the CPI Index.

6.19 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and by registered post or delivered personally to the Parties at their respective addresses as in the Contract Agreement or such address as may be duly notified by the respective Parties from time to time.

7. SCOPE OF WORK & STANDARDS OF CLEANING OF AUTOMATED SELF CLEANING TOILETS

7.1 The Contractor shall maintain the cleanliness around the complex up to the extent of 5 meters. The Contractor shall also ensure that the premises up to the aforesaid extent, is litter free and urination free.

7.2 The Contractor shall engage at least one person per shift of eight hours for every unit of Public Toilet for cleaning and washing the unit round the clock, including public holidays to carry out the following Sanitation works:

7.2.1 Daily 3 times washing with water

7.2.2 Daily 3 times washing with phenol/toilet cleaner in such a way that no damages occur to the stainless steel body of the toilet

7.2.3 Sweeping up to 10 mtrs around the structure and sprinkling of disinfectant mixture of 200 gms (50 gms bleaching powder and 150 gms lime).

7.2.4 Removal of solid waste in and out of premises.

7.2.5 Custodian duty (protecting the structure against damage and misuse) and to prevent open urination surrounding the unit.

R. K. Singh
Nodal Officer
Agra Smart City Limited

Chief Executive Officer
Agra Smart City Limited

- 7.2.6 Removal of handbills and washing of scrubbing inside and outside the structure.
- 7.2.7 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.
- 7.2.8 Ensure all toilet facilities are in good working order & available to the public However, the licensee may be allowed to close it early in consultation with ASCL, if the utility is located in commercial areas where the activities stop before the said time.
- 7.2.9 The ASCL reserves the Rights to change the time of opening and closing
- 7.2.10 Ozonize all the Public Convenience completely by involving accredited agency so as to maintain the complex odorless at all times.
- 7.2.11 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.
- 7.2.12 The W.C., toilet floor area, passage and surroundings etc, should be kept clean & hygienic.
- 7.2.13 To ensure that proper and Effective cleanliness and sanitation is maintained in the toilet bowls, urinals, wash basins and keep them stain free.
- 7.2.14 Clean mirrors, door-knobs and any other surfaces where there is contact with users.
- 7.2.15 Keep toilets well-ventilated. Any mechanical ventilation system used should be cleaned and serviced regularly
- 7.2.16 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.
- 7.2.17 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.
- 7.2.18 Cleaning of any choking's in the drainages, manholes etc,
- 7.2.19 Removal of beehives and cobwebs / honey webs from the toilet and its premises.
- 7.2.20 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.
- 7.2.21 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.
- 7.2.22 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.
- 7.2.23 Proper drainage is to be maintained and no accumulation of water, liquid etc. is to be allowed at any time.
- 7.2.24 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.
- 7.2.25 The Successful bidder shall Liable to pay monthly Electricity and Water Supply Bills of all Toilet units which is generated by respective agencies like Torrent Power/Jalkal.
- 7.2.26 If there is any damage in toilet equipments i.e., sanitary equipments, Electrical Equipments and Machineries The Successful bidder shall also responsible for replace and install the new equipments of same makes



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G. M. Project
Agra Smart City Ltd
R. K. S
Nodal Officer
Agra Smart City Limited

- 7.2.27 All structural members, sanitary fittings, electrical fittings etc. are to be inspected and maintained in good condition as per Good Industry Practices.
- 7.2.28 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.
- 7.2.29 The flower plants and shrubs are to be maintained and watered regularly and the wasters to be disposed off.
- 7.2.30 Security of all assets to be ensured by the staff posted at all Toilet Blocks.
- 7.2.31 The advertisements panels should be changed only during off peak periods – preferably during night hours.
- 7.2.32 Schedule more frequent cleaning during peak hours. See recommendations below on the frequency of cleaning
- 7.2.33 The bidder 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.
- 7.2.34 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.
- 7.2.35 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.
- 7.2.36 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.
- 7.2.37 Tendering agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to Agra Smart City to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 7.2.38 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.
- 7.2.39 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.
- 7.2.40 In case, the Bidder 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.
- 7.2.41 The toilet will be handled over the bidder as is where is and contractor will have to undertake all major & minor repairs as necessary and make the toilets functional and all the toilets will have to be linked with Integrated Command & Control Centre of
- 7.2.42 Necessary renovation works shall be carried out in the Public Conveniences as and when the need arises with prior intimation/permission from the corporation.
- 7.2.43 The Contractor will designate representatives /supervisor who shall personally visit the Public toilets regularly twice a day to keep watch over the performance of the workers

K.K. Jha
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ASCL

G. M. (2014)

Agra Smart City Limited

R. K. Singh
Nodal Officer
Agra Smart City Limited

Chief Executive Officer
Agra Smart City Limited

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employed by him.

7.2.44 The Contractor shall carry out the work by engaging men and equipment and provide the disinfectants and implements for cleaning and arrange for sufficient water supply at the urinal/ Toilets for Cleaning.

7.2.45 The Contractor should arrange for sufficient water supply at the structure for cleaning and washing.

7.2.46 The following implements/disinfectants shall be supplied by the Contractor to the staff engaged by them.

- a) Cleaning Brooms
- b) Sweeping brooms
- c) Coir brush
- d) Scraping Sheet
- e) Bamboo Basket
- f) Containers
- g) Bamboo Reapers
- h) Buckets and Mug
- i) Sponge piece
- j) Liquid Washing Soap
- k) Identity Card for staff
- l) Apron inscribed: AGRA SMART CITY LIMITED, with Agra Smart City Logo
- m) Toilet cleaner/Phenols
- n) Bleaching powder and lime powder

7.2.47 All the Toilets constructed by ASCL are enabled with the Sanitary napkin vending machines and the Contractor shall be liable to maintain and keep these machines up and running all the time during the period of the Agreement. These machines shall be operated on the social marketing concept, wherein the Contractor may take assistance female self-help groups of marginalized community/organizations working in mensural hygiene management. The objective of functionality of these machines is to provide the sanitary napkins to the nearby population at a reasonable price.

7.2.48 The authorized representative of the Agra Smart City Limited will supervise the work from time to time and point out any unsatisfactory service rendered by the Contractor and shall be entitled to give suggestions as may be considered necessary and the Contractor shall be bound to carry out the instruction(s) for improvement of the work.

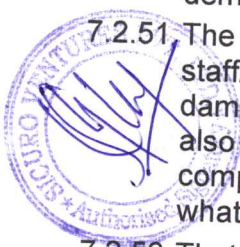
7.2.49 In the event of unsatisfactory service, negligence or slackness is found of the Contractor in carrying out the work or instruction(s), the Agra Smart City Limited shall call for the explanation and terminate the contract, if there is no improvement even after repeated instructions.

7.2.50 The Contractor shall ensure that the labour engaged by him to carry out the work shall not claim any right whatsoever against the Agra Smart City Limited by virtue of service rendered under this contract and shall not hamper the work by resorting to demonstration, agitation etc.

7.2.51 The Contractor shall be held responsible for all or any of the act done by the staff/workers and shall be alone responsible for the payment of wages or any loss or damage caused by them during the course of service or work undertaken and shall also be responsible and be liable for payment of any compensation under workmen compensation Act. The Agra Smart City Limited will not be liable for any such event whatsoever.

7.2.52 That Contractor shall not engage child labour and shall agree and permit the workers to avail weekly off. Providing weekly off or any leave for that matter, shall not relive the Contractor from its obligation to maintain the Public Toilets as per the standards expected under this RFP/Agreement.

7.2.53 The Contractor should make available Suggestion Box and Complaint Register within



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K.K. Jha

G.M. Prasad
R. K. Singh
Nodal Officer
Agra Smart City Limited

Andl. C.E.O.

Agra Smart City Limited

Executive Officer
Agra Smart City Limited

the premises of the Public Toilets for users. Contact details (Phone no. and email address) of the area health officer must be displayed (minimum font size of 30cm) in and outside the toilet premises.

- 7.2.54 The Contractor shall not sublease or assign any part or portion of the work or the whole on the basis of the commission to others. If such conduct or action is found and brought to the notice of the Agra Smart City Limited is entitled to rescind and cancel the contract altogether.
- 7.2.55 The Agra Smart City Limited has the authority either to suspend or to cancel the contract when it is not desirable to continue the contract at any point of time due to non-satisfactory performance.
- 7.2.56 Contractor has to ensure that coin operating system of all toilet units are kept functional and monthly record of the same has to be submitted to Agra Smart City Ltd
- 7.2.57 Contractor has to ensure that Bio digesters installed in all toilet blocks are functioning as per norms and if not the same has to be rectified immediately.
- 7.2.58 The Agra Smart City Limited also reserves the right to alter, modify, change or remove any of the conditions mentioned in the agreement, with prior notice to the Contractor.

7.3 Penalties for Lapses / Shortfalls

7.3.1 The penalty amounts will be levied to the Contractor if the maintenance is not done satisfactorily on any particular day or on receipt of any specific complaint to the effect that the cleaning is unsatisfactory and also for not following the conditions laid down as follows:

S. No.	Performance indicator	Penalty per instance per day
1.	Sweeping of the entire complex not done and sprinkling of disinfectants not done (once daily)	Rs. 500
2.	Cleaning and washing of the entire complex not attended (twice daily)	Rs. 1000
3.	Cleaning and washing of toilets not attended (every hour)	Rs. 500
4.	Supervisor absent (per day at each unit)	Rs. 500
5.	Phenol/toilet cleaner not used (per wash)	Rs.200
6.	Bio digester not functioning (weekly)	Rs. 500
7.	On genuine complaint from the user(s)	Rs. 500
8.	On report from the inspection team/ visiting Officer	Rs. 500
9.	Non-Functionality of Toilets/Coin operating system/Sanitary napkin vending machine and incinerator (Weekly)	Rs. 500

8. TERMS & CONDITIONS

8.1 This AGREEMENT shall be governed by and constructed in accordance with the laws of India.

8.2 The Contractor shall maintain the Public toilets for a period of Initially 2 years from the date of signing of the Contract Agreement and 1 year extension thereafter, subject to approval of ASCL. The Contractor shall collect the User charges from the end users for the use of facilities by the end users (urinals for free). Contractor shall also collect advertising charges for the advertisement spaces in toilet complex.

8.3 The Agra Smart City Limited shall fix timing of the opening and closing of the complex.

8.4 The Contractor shall collect the user charges from the users of Public toilets which are already approved by the Agra Smart City Limited as mentioned in clause 1.4 of RfP document. **Any revision in charges shall be determined by the Agra Smart City Limited in its sole discretion.**



K.K. Jha
G.M. (Project)
Agra Smart City Ltd.

R. K. Singh
Nodal Officer
Agra Smart City Limited

Additional Executive Officer
Agra Smart City Limited

- 8.5 The Contractor shall operate and maintain the complexes to the full satisfaction of Agra Smart City Limited and clean regularly toilets, urinals, floors, walls, and ceilings of the interior as well as the exterior of the complexes and ensure continuous serviceability including continuous availability of clean water. He shall ensure that the requisite quantity of cleaning materials such as toilet cleaners, phenols, acid, naphthalene balls are used to ensure that the toilets look clean and free from foul smell at all time and that soap, towels, hand driers are available up to the extent required for.
- 8.6 The Contractor shall maintain the facility as per maintenance schedule agreed between the Agra Smart City Limited and the Contractor. The Agra Smart City Limited may engage third party evaluators to check the quality of maintenance and in case the maintenance is found to be insufficient, the Agra Smart City Limited may penalize the Contractor.
- 8.7 The Contractor shall ensure that each toilet structure displays a signboard "Constructed by Agra Smart City Limited and cleaned by <Name of the Contractor>, for AGRA SMART CITY LIMITED". The height of this letter shall be at least 30 cms.
- 8.8 The charges towards electricity, water, sewage and other such amenities or any type of Tax to be paid as required by the Contractor shall be included in the maintenance cost and will not be borne by the Agra Smart City Limited.
- 8.9 The Contractor shall not display or allow to display or exhibit any picture / posture /statute or other articles in any part of the premises that are repugnant to the general standards of morality. The Contractor expressly agrees that the decision of the Agra Smart City Limited in this regard shall be conclusive and binding on the Contractor.
- 8.10 The Contractor shall ensure that the premises are not used for playing games etc., which involves stakes / betting, play cards etc., or for any un-lawful activities.
- 8.11 The Contractor shall ensure adequate water for general cleanliness of the public Toilets. Rain water storage can be incorporated as an additional requirement to decrease burden on potable water from public utility or underground.
- 8.12 The Agra Smart City Limited shall have the right to cancel / remove / terminate the agreement at any stage in case of breach of any of the stipulated terms and condition by the Contractor or in case their performance is not found satisfactory. The Agra Smart City Limited shall be entitled to terminate the agreement in case of any neglect or lapse on the part of the Contractor in respect of the regular maintenance of the public Toilets in clean and hygienic conditions and to keep the public convenience in a state of good repairs at the cost of Contractor. Such cancellation/ removal or termination of agreement shall be preceded by a notice of 15 days, whereby the Contractor shall be directed to explain its conduct as to such breach /neglect/lapses or unsatisfactory performance.
- 8.13 The site and the work & service assigned to the Contractor by the Agra Smart City Limited shall not be transferred by the Contractor to any person, trust, society or institution in any manner whatsoever at any time whether during or after the termination of this agreement.
- 8.14 The premises of Automated Self Cleaning Toilets complex shall not be used by the Contractor for purpose other than that for which it is allowed under the agreement for cleaning.
- 8.15 The Contractor shall ensure enforcement of existing labour laws, Minimum Wages Act and at no point of time, the Agra Smart City Limited shall be drawn into litigations on these counts.
- 8.16 The Contractor shall execute the agreement within 7 (seven) days on the receipt of issuance of letter of award.
- 8.17 Any of the conditions mentioned above can be altered, modified, changed or removed by the appropriate authority as per the necessity and with prior notice to the Contractor

and the new conditions shall be binding on the part of the Contractor.

9. INTERPRETATION

- 9.1 In respect of interpretation of any ambiguity in this RFP or anything contained herein, the decision of the Agra Smart City Limited shall be final and binding.
- 9.2 In respect of any point not covered herein or partially covered herein, the decision of the Agra Smart City Limited shall be final and binding.



K.K.J.
K.K. JHA
G. M. (Project)
Agra Smart City Ltd.

R. K. Singh
Nodal Officer
Agra Smart City Limited

Addl. CEO
Agra Smart City Limited

Chief Executive Officer
Agra Smart City Limited

Annexure 1-TECHNICAL PROPOSAL (STANDARD FORMAT)

(FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL FOR CLEANING OF PUBLIC TOILETS)

Place:

Date:

FROM:

[Name & Designation of Contact Person (Service Provider Side) with Complete Address of Communication]

TO:

The
Chief Executive Officer
Agra Smart City Limited
Agra Nagar Nigam Campus
Agra-282002

Subject: Selection of an Agency for Operation and Maintenance of automated Self Cleaning Toilets at various Locations within Agra, UP

I/We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal. We are hereby submitting our proposal which includes this Technical Proposal, and a Financial Proposal submitted online. Our proposal is valid for acceptance and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date. If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the merit of our proposal. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, if any. I/We have examined the information provided in your Request for Proposal (RFP) and offer to undertake the work described in accordance with requirements. This proposal is valid for acceptance for 120 (one hundred and twenty) days from the Bid Due Date and I/we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

I/We accept that any contract that may result will comprise the contract documents issued with the RFP and be based upon the documents submitted as part of our proposal and placed by the (Bidder's name). The Proposal (Technical & Financial) has been arrived at independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other party invited to tender for this contract

I/We agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. Certain information included in this proposal would if disclosed prejudice our commercial interests.

I/We confirm that I/We have the authority of (Bidder's name) to submit proposal and to clarify any details on its behalf. I/We understand you are not bound to accept any Proposal you receive.

Yours sincerely, (Signature)

Name & Designation of Authorized

Signatory Name of the Bidder:

Address:

K.K. JHA
G. M. (Project)
Agra Smart City Ltd.

R. K. Singh
Nodal Officer
Agra Smart City Limited

Addl. C.E.O.
Agra Smart City Limited

Chief Executive Officer
Agra Smart City Limited

Annexure 2- GENERAL INFORMATION OF THE BIDDER

(To be submitted on the Letterhead of the Bidder)

S. NO.	ITEM	RESPONSE
1.	Name of the Applicant	
2.	Type of Bidder (✓) Pvt. Ltd. Company/ Partnership Firm/ Proprietorship Firm/ Society Trust/Foundation/Cooperative Society	(mention Bidder's type)
3.	Registration Number and Date (Attach proof of registration)	
4.	Registered Office Address with Fax, Telephone No., e-mail id of Organization (Attach relevant proof)	
5.	Name & Designation of the Contact Person	
6.	Contact Person's Address with Fax, Telephone No., e-mail id of Contact Person	
7.	Contact Person's Cell-phone Number(s)	
8.	Nature of Current Engagements Please attach Annual Report of last 3 Years	
9.	Experience in the field of O & M of public amenities / facilities (Give details) (Please attach Work Orders, Work Completion Certificates/ Reports)	
10.	Financial Capability (Turnover) (Please attach Audited Annual Accounts along with Audited Reports of last three years)	
11.	Plan for Cleaning of the the public toilets at 9 locations as mentioned in Annexure -8 (Pease attach a detailed O & M Plan)	
12.	Details of online payment for Tender Fee, if not exempted (specify dd no and date) Scanned copy of DD will have to be uploaded in etender portal and original DD will have to submitted along with technical bid hard copy submission	

Note: In case of Partnership firm and Company, certified copy of partnership deed/ Articles of Association and Memorandum of Association of Company along with registration certificate of the Company shall have to be enclosed. In case of Proprietorship firm, registration certificate under indirect taxes shall have to be enclosed.



IC-IC
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G. M. (Project)
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R.K. Singh

Signature of Bidder with Seal Date:

28 Nodal Officer
Agra Smart City Limited

Agra Smart City Limited
Chief Executive Officer
Agra Smart City Limited

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Annexure 3- FORMAT FOR TECHNICAL CRITERIA OF BIDDER

WORK EXPERIENCE RECORD

Sr. No.	Detail of work	Activity Performed	Quantity Executed
1.			
2.			
3.			
4.			
5.			
Total:			

Note: Certificate duly signed by the Executive Engineer shall also be enclosed for each completed work.

Signed
(Name of the Authorised Signatory)
For and on behalf of (Name of the Bidder)
Designation:

Place:

Date



K.K.J
K.K. JHA
G. M. (Project)
Agra Smart City Ltd.

R.K.S
R. K. Singh
Nodal Officer
Agra Smart City Limited

[Signature]
Chief Executive Officer
Agra Smart City Limited

[Signature]
Addl. C.E.O.
Agra Smart City Limited

Annexure 4-FORMAT FOR FINANCIAL CAPABILITY OF BIDDER

Sr. No.	Financial Year	Turnover (Rs.)
1.		
2.		
3.		
Average Total		

Note

- i. Annual Turnover should be certified by the Chartered Accountant.
- ii. Audited Balance Sheet including all related notes, and income statements for the above financial years to be enclosed.

Signed
(Name of the Authorised Signatory)

Signature of Statutory Auditors
(with seal & registration no.)

For and on behalf of
(Name of the Bidder)
Designation
Place
Date:



K.K. JHA
K.K. JHA
G. M. (Project)
Agra Smart City Ltd.

R. K. Sharma
R. K. Sharma
Nodal Officer
Agra Smart City Limited

Adl. C.E.O.
Adl. C.E.O.
Agra Smart City Limited

[Signature]
Chief Executive Officer
Agra Smart City Limited

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Annexure 5-Affidavit certifying that the Bidder is not black listed /debarred
(To be submitted on the Letterhead of the Bidder)

Certificate of tendered that

"I/ We have not been debarred or black listed or suspended or debarred from the business from any department of Central Government of India/ State Government / PSU/ any other government / semi government department etc. During the last three years"

Date:

Authorised signatory

Place:

Name and Seal of Bidder:


Name of Company:

Address:




K.K.

K.K. JHA
G. M. (Project)
Agra Smart City Ltd.


F. K. Singh
Agra Smart City Limited


Addl. C.E.O.
Agra Smart City Limited


Chief Executive Officer
Agra Smart City Limited

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Annexure-6 Declaration Certificate

(To be submitted on the Letterhead of the Bidder)

I/We confirm that I/we have read the relevant documents and understood the Scheme for cleaning of Public Toilets, particularly our scope of work, and other terms and conditions. I/We convey our acceptance of the terms and conditions. The undersigned confirms that he/she has the necessary authority to submit this RFP on behalf of the applicant.

Date:

(Signature)

Place:

(Full Name and Seal)



K.K.J
K.K. JHA
G. M. (Project)
Agra Smart City Ltd.

R.K.S
R. K. Singh
Nodal Officer
Agra Smart City Limited

A.S.C.
Addl. C.E.O.
Agra Smart City Limited

A.S.C.
Chief Executive Office
Agra Smart City Limited

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Annexure-7 Format for Bid Securing Declaration

(Refer Clause 6.6)

Subject: Selection of an Agency for Operation and Maintenance of automated self cleaning Toilets and Allied Amenities at various Locations within Agra, UP

Dear Sir,

I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, [Name of the bidder], shall not be withdrawn or modified during the period of validity i.e. not less than 180 (one hundred eighty) days from the bid due date.

I, on behalf of the bidder, [Name of the bidder], also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in **RFP** of the Request for Proposal (RFP), the [Name of the bidder] will be suspended for participation in the tendering process or the works of Agra Smart City Limited and works under other centrally sponsored schemes, for a period of 1 (one) year from the bid due date of this work.

For _____ [Name of the bidder].

(Signature, name and designation of the Authorised Signatory) (Official Seal)

Date:
Place



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Agra Smart City Ltd.

R. K. Singh
Nodal Officer
Agra Smart City Limited

Addl. C.E.O.
Agra Smart City Limited

Chief Executive Officer
Agra Smart City Limited

Annexure 8- Location of Automated Self Cleaning Toilets

S. No.	Location of Public Toilet	Male	Female	Divyang /Transgender	Urinals
1.	Bijli Ghar junction				
2.	Near Amar Singh Gate				
3.	Jhalkari Bai Crossing				
4.	Near Purani Mandi Crossing				
5.	Near Mughal Puliya				
6.	Near Shanti Manglick Hospital				
7.	Near Jaypee Palace				
8.	Trident Mode				
9.	Taj West Gate				
Total					



K.K. Jha
K.K. JHA
 G. M. (Project)
 Agra Smart City Ltd.

R. K. Singh
R. K. Singh
 Nodal Officer
 Agra Smart City Limited

[Signature]
Addl. C.E.O.
 Agra Smart City Limited

[Signature]
Chief Executive Officer
 Agra Smart City Limited

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Annexure-9 FINANCIAL PROPOSAL (STANDARD FORMAT)

FINANCIAL PROPOSAL

Place:
Date:

FROM:
TO:

Dear Sir

I/We, the undersigned, offer to provide the services for Cleaning of 11 Public Toilets constructed by Agra Smart City Limited at different locations within Agra Municipal Area as per enclosed list in accordance with your Request for Proposal and our Technical Proposal. I/We do hereby agree to carry out the job as per terms and conditions of the 'RPF' document and shall Quote the VGF to be given by ASCL to us in the form of O&M Support for all 9 Toilets per month during the O&M Period is uploaded in e-tender portal as per the terms of the RFP. This amount is inclusive of all duties, royalties, levies and taxes except Goods and Services Tax (GST). The amount of applicable GST will be paid separately to the Contractor with each bill at the time of payment.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, if any, up to expiration of the validity period of the Proposal.

No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal.

I/We understand you are not bound to accept any Proposal you

receive. We remain,
Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory: Name of Bidder: Address:



K.K.J
K.K. JHA
G.M. (Project)
Agra Smart City Ltd.

R. K. Singh
Nodal Officer
Agra Smart City Limited

Addl. C.E.O.
Agra Smart City Limited

Chief Executive Officer
Agra Smart City Limited

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**SUMMARY OF FINANCIAL PROPOSAL
(TO BE UPLOADED ONLINE ONLY)**

Sl. No.	Description	In Figure INR	In Words INR
A	Monthly VGF sought for cleaning automated Self Cleaning toilets at 9 locations for the O&M Period		

Note:

1. The Financial Bid Submitted by the Bidder online only.
2. The bidder has to submit the required supportive documents such as copy of the GST No., PAN No. and other details along with the bill to the client for making necessary payment.



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K.K. JHA
G. M. (Project)
Agra Smart City Ltd.

R. K. Singh
Nodal Officer
Agra Smart City Limited

Adm. C.E.O.
Agra Smart City Limited

Chief Executive Officer
Agra Smart City Limited

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Annexure 10- Contract Agreement

AGREEMENT FOR O&M OF PUBLIC TOILETS CONSTRUCTED BY AGRA SMART CITY LIMITED IN AREA OF AGRA MUNICIPAL CORPORATION

(TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER)

This agreement is made on the ___ day of _____, 2022 between

Agra Smart City Limited, having its office at Agra Smart City Limited, Agra Smart City Office , Near Sur Sadan, MG Road, Agra, Uttar Pradesh-282002, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns (hereinafter called "the ASCL") (hereinafter called as 1st party).

AND

M/s. _____, having its office at _____, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns (hereinafter called "the Contractor") (Hereinafter called as the "2nd Party")

AND WHEREAS

- A. The "1st Party" has decided to entrust the O&M of Automated Self Cleaning Toilets at 9 locations by the "2nd Party" under the jurisdiction of Agra Municipal Area, constructed by Agra Smart City Limited more fully described in the schedule annexed separately.
- B. The "2nd Party", having represented to the client that he/she has the required professional expertise, technical skill and resources, has agreed to undertake the work of cleaning of Public Toilets situated at different places in Agra Municipal Agra Smart City Limited area as per annexed list according to the terms and conditions set forth in this Agreement;

NOW THEREFORE, the parties hereby agreed as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Agreement:

- Section 1 - General Conditions of the Agreement
- Section 2 - Technical Specification for cleaning of Public Toilets
- Section 3 - Penalties for Lapses / Shortfalls
- Section 4 - Complaints and Suggestions

2. The mutual rights and obligations of the Client (1st Party) and the Service Provider (2nd Party) shall be as set forth in the Contract, in particular:

(a) The 2nd Party shall carry out the Services in accordance with the provisions of the Agreement; and

(b) The 2nd Party shall receive payments as VGF from the 1st Party in



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K.K. JHA
G. M. (Project)
Agra Smart City Ltd.

R. K. Singh
Municipal Officer

Chief Executive Officer
Agra Smart City Limited

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accordance with the provision of the agreement.

(c) This AGREEMENT shall be governed by and constructed in accordance with the laws of India.

3. Commencement and Duration of the Services

The Service Provider shall start the Service on ("the Start Date") and shall complete them by ("the End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first written above.

For and on behalf of the [1st Party]

[Authorized

Representative] Witness

1:
Witness 2:

For and on behalf of the [2nd Party]

[Authorized

Representative] Witness

1:
Witness 2:



K.K. JHA
G. M. (Project)
Agra Smart City Ltd.

R. K. Singh
Nodal Officer
Agra Smart City Limited

Adl. C.E.O.
Agra Smart City Limited

Chief Executive Officer
Agra Smart City Limited

SECTION - 1

GENERAL CONDITIONS OF THE AGREEMENT

1. Terms & Conditions

- 1.1 This AGREEMENT shall be governed by and constructed in accordance with the laws of India.
- 1.2 The Contractor shall maintain the Automated Self Cleaning toilets at 9 locations for a period of Initially 2 years from the date of signing of the Contract Agreement and 1 year extension thereafter, subject to approval of ASCL.
- 1.3 The 2nd party, from the date of signing of the Agreement, will collect user charges as described herein, from the end users of the Toilets at 9 locations as per the list provided and collect advertisement charges at these 9 locations
- 1.4 The title of the land along with the structure built thereon for public toilet purpose with all fittings & fixtures will continue to vest with the 1st party.
- 1.5 The 1st party shall fix daily timing of the opening and closing of the 9 toilets location.
- 1.6 All 9 public toilets location shall remain open on all days throughout the year except during major maintenance works which shall be intimated to the 2nd party by 1st party at least 2 days before such events.
- 1.7 The 2nd party shall ensure enforcement of existing labor laws. Minimum Wages Act and at no point of time, the 1st party shall be drawn into litigations on these counts.
- 1.8 The 2nd party shall collect the user charges from the users of Public toilets. The amount of such charges will be approved by the 1st party. Any revision in charges shall be determined by the 1st party in its sole discretion.
- 1.9 The 2nd party shall regularly clean urinals, W C, floors, walls, and ceilings of the interior as well as the exterior, of all the 9 locations contracted public toilets up to the entire satisfaction of 1st party. The 2nd party shall ensure that requisite quantity of cleaning materials such as phenol, Toilet cleaner, naphthalene balls; and soaps, towels are available to the extent required. Daily cleaning frequency for urinals and Water Closets shall be half and one hour respectively or as directed by 1st party.
- 1.10 The 2nd party shall maintain the facility as per maintenance schedule agreed between the two parties. The 1st party may engage third party evaluators to check the quality of maintenance and in case the maintenance is found to be deficient the 1st party may penalize the 2nd party.
- 1.11 The 2nd party shall ensure that each toilet structure displays prominently a signboard "Constructed by Agra Smart City Limited and cleaned by <Name of the Contractor>, for AGRA SMART CITY LIMITED". The height of this letter shall be at least 30 cms.
- 1.12 The charges towards water, periodic septage cleaning, and other consumable amenities shall be borne by the 2nd party.
- 1.13 2nd party must maintain biodigesters as per norms get the septic tank desludged and cleaned once the level of septage reaches 80% of the total depth off the tank.
- 1.14 The 2nd party shall not display or allow to display or exhibit any picture/posture/statute or other articles in any part of the toilets without prior permission from the 1st Party.
- 1.15 The 2nd party shall ensure adequate water for general cleanliness of the public Toilets. Rain water storage can be incorporated as an additional requirement to decrease burden on potable water from public utility or underground.
- 1.16 The possession of the entire structure along with fittings and fixtures provided in the public toilets will be handed over to the 1st party in good working condition, on the conclusion of the agreement without causing any damage.



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G. M. (Project)
Agra Smart City Limited

R. K. Singh
Nodal Officer
Agra Smart City Limited

Chief Executive Officer
Agra Smart City Limited
Agra Smart City Limited

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- 1.17 The 1st party shall have the right to cancel / remove / terminate the agreement at any stage, in case of breach of any of the stipulated terms and condition by the 2nd party or in case their performance is not found satisfactory. Such cancellation/ removal or termination of agreement shall be preceded by a notice of 15 days, whereby the Contractor shall be directed to explain its conduct as to such breach /neglect/lapses or unsatisfactory performance.
- 1.18 The site and the work assigned to the 2nd party by the 1st party shall not be transferred by the 2nd party to any person, trust, society or institution in any manner whatsoever at any time whether during or after the termination of this agreement.
- 1.19 The premises of public Toilets complex shall not be used by the 2nd party for purpose other than that for which it is allowed under the agreement for cleaning.
- 1.20 The 2nd party shall execute the agreement within 7 (seven) days on the receipt of issuance of the 'letter of award'.
- 1.21 On the completion of the contract period, the 2nd party shall hand over the vacant possession of the public Toilets along with fixtures and fittings, inventory, structures in good working condition to the 1st party within 24 hours and will not put any resistance failing which the premises shall be evicted and the 1st party shall assume the occupation without any notice whereupon the 2nd party will have no claim.
- 1.22 Any of the conditions mentioned above can be altered, modified, changed or removed by the appropriate authority as per the necessity and with prior notice to the Contractor and the new conditions shall be binding on the part of the 2nd party.

2. Technical Specification for cleaning of Public Toilets

- 2.1 The Contractor shall engage one person for every unit of Public Toilet for cleaning and washing the unit round the clock (half hour frequency for urinals and one hour frequency for water closets), including public holidays to carry out the following sanitation works:
- 2.2 Daily washing with water.
- 2.3 Daily washing with phenol/toilet cleaner
- 2.4 Sweeping up to 20 mtrs around the structure and sprinkling of disinfectant mixture of 200 gms (50 gms bleaching powder and 150 gms lime).
- 2.5 Removal of solid waste.
- 2.6 Custodian duty (protecting the structure against damage and misuse) and to prevent open urination surrounding the unit.
- 2.7 Removal of handbills and washing of scrubbing inside and outside the structure.
- 2.8 The Contractor or his representative shall personally visit the Public toilets regularly twice a day to keep watch over the performance of the workers employed by him.
- 2.9 The Contractor shall carry out the work by engaging men and equipment and provide the disinfectants and implements for cleaning and arrange for sufficient water supply at the urinal / toilets for Cleaning.
- 2.10 The Contractor should arrange for sufficient water supply at the structure for cleaning and washing.
- 2.11 The following implements / disinfectants shall be supplied by the Contractor to the staff Engaged by them.



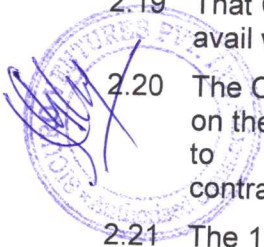
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Agra Smart City Ltd.

R. K. Singh
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Agra Smart City Limited

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- a) Compressor propelled mechanized cleaners
- b) Cleaning Brooms
- c) Sweeping brooms
- d) Coir brush
- e) Scraping Sheet
- f) Bamboo Basket
- g) Plastic containers
- h) Bamboo Reapers
- i) Plastic Buckets
- j) Plastic Mug
- k) Sponge piece
- l) Washing Soap

- 2.12 Adequate quantity of Toilet cleaners, Phenol, Oxalic acids, Hydrochloric (diluted) Acids and Bleaching and lime powder
- 2.13 Photo Identity Cards for each staff
- 2.14 Apron for each staff with 1st party and 2nd party's name printed on it.
- 2.15 The officials authorized by the 1st party will supervise the work from time to time and point out any unsatisfactory service rendered by the 2nd Party and shall be entitled to give suggestions as may be considered necessary and the 2nd Party shall be bound to carry out the work.
- 2.16 In the event of incomplete and unsatisfactory service, negligence or slackness is found on the 2nd party of the first party in carrying out the work, the 1st party shall call for the explanation and terminate the contract, if there is no improvement even after repeated instructions.
- 2.17 The Contractor (2nd Party) shall ensure that the labour engaged by him to carry out the work shall not claim any right whatsoever against the Agra Smart City Limited by virtue of service rendered under this contract and shall not hamper the work by resorting to demonstration, agitation etc.
- 2.18 The Contractor shall be held responsible for all or any of the Act done by the staff /workers and shall be alone responsible for the payment of wages or any loss or damage caused by them during the course of service or work undertaken and shall also be responsible and be liable for payment of any compensation under workmen compensation Act. The Agra Smart City Limited will not be liable for any such event whatsoever.
- 2.19 That Contractor shall not engage child labour and shall agree and permit the workers to avail weekly off.
- 2.20 The Contractor shall not sublease or assign any part or portion of the work or the whole on the basis of the commission to others. If such conduct or action is found and brought to the notice of the 1st party, the 1st party is entitled to rescind and cancel the contract altogether.
- 2.21 The 1st party has the authority either to suspend or to cancel the contract when it is not desirable to continue the contract at any point of time without giving any notice.
- 2.22 The 1st party also reserves the right to alter, modify, change or remove any of the conditions mentioned in the agreement without assigning any reason to the 2nd party.



K.R.J.
K.R. JHA
G. M. (Project)
Agra Smart City Ltd

K.S.
K. Singh
Nodal Officer
Agra Smart City Limited

[Signature]
Addl. C.E.O.
Agra Smart City Limited

[Signature]
Chief Executive Officer
Agra Smart City Limited

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3. Penalties for Lapses / Shortfalls

1st party can impose penalty on the 2nd Party (Service Provider) if the desired level of cleanliness is not maintained and for lack of proper upkeep, facilities, etc. The penalty amounts will be levied to the 2nd party if the maintenance is not done satisfactorily on any particular day or on receipt of any specific complaint to the effect that the cleaning is unsatisfactorily and also for not following the conditions laid down as follows:

S. No.	Performance indicator	Penalty per instance per day
1.	Sweeping of the entire complex not done and sprinkling of disinfectants not done (once daily)	Rs. 500
2.	Cleaning and washing of the entire complex not attended (twice daily)	Rs. 1000
3.	Cleaning and washing of toilets not attended (every hour)	Rs. 500
4.	Supervisor absent (per day at each unit)	Rs. 500
5.	Phenol/toilet cleaner not used (per wash)	Rs.200
6.	Bio digester not functioning (weekly)	Rs. 500
7.	On genuine complaint from the user(s)	Rs. 500
8.	On report from the inspection team/ visiting Officer	Rs. 500
9.	Non-Functionality of Toilets/Coin operating system/Sanitary napkin vending machine and incinerator (Weekly)	Rs. 500

4. Complaints and Suggestions

The 2nd Party (Service Provider) shall provide services to the best of the satisfaction of the users. They should also maintain a complaint Register and suggestion Box within the premises of toilet, which shall be made available to the users/passengers. Notice to this effect should be put up at entry points to the toilet complexes. 2nd Party shall also display contact details (phone number and email address of Health officers of the region where size of each alphabet should be 30cm large.



K.K.J.
K.K. JHA
G. M. (Project)
Agra Smart City Ltd.

R.K.S.
R. K. Singh
Nodal Officer
Agra Smart City Limited
Addl. C.E.O.
Agra Smart City Limited

[Signature]
Chief Executive Officer
Agra Smart City Limited

Section-2


PUBLIC TOILET MAINTENANCE CHECKLIST

For each toilet, the Contractor shall be assessed based on the following Performance Indicators and will be given scores out of 400 marks for following Indicators, in the manner provided in the table below:

1. MANDATORY SERVICE INDICATORS (MAXIMUM SCORE - 100)
2. ESSENTIAL SERVICE INDICATORS (MAXIMUM SCORE - 100)
3. DESIRABLE SERVICE INDICATORS (MAXIMUM SCORE - 100)
4. ADDITIONAL / ASPIRATIONAL SERVICE INDICATORS (MAXIMUM SCORE - 100)

Toilet Cleanliness Protocol for Public and Community Toilets based on range of services available and level of cleanliness

S No	Indicators (Range of Services)	Maximum Marks	Option 1	Marks	Option 2	Marks	Option 3	Marks	Option 4	Marks	Score Received (A)	Weight (B)	Final Score (A)*(B)
MANDATORY SERVICE INDICATORS (MAXIMUM SCORE - 100)													
M1	All toilet seats and urinals clean and usable at all times	20	>75% seats are clean	20	50-75% seats are clean	15	25-50% seats are clean	10	<25% seats are clean	0		20%	
M2	Wash basin(s) clean and usable at all times	5	100% clean	5	Partially clean	3	Not clean	1	Not available	0		6%	
M3	Availability of water	20	Water is available in all cubicles	20	Water is available in <50% cubicles	15	Water is available in/ around the premises	10	Water is not available	0		20%	
M4	Adequate ventilation facility (vents, slanted glass slats and/or exhaust fan)	15	Exhaust Fan available	15	Slanted Glass available	10	Natural Ventilation	5	Ventilation not available	0		15%	
M5	Premises are well lit at all times, both within and outside, with each seat having its own light point, and all light points functional	15	Yes (Functional light points available both outside the premises and within the toilet cubicles)	15	Yes (Functional lights available inside the premises)	10	Yes (Functional light points outside the premises)	5	No (No light points available)	0		15%	


K.K. JHA
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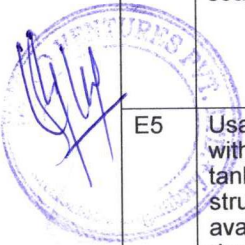


R. K. Singh
 Nodal Officer
 Agra Smart City



2022

M6	Functional bolting arrangements on all doors of all toilet seats (ladies toilets will be assessed separately)	10	>75% doors have functional bolting arrangements	10	50-75% doors have functional bolting arrangements	8	25-50% doors have functional bolting arrangements	5	<25% doors have functional bolting arrangements	0		9%	
M7	Untreated faecal sludge/ septage and sewage from the toilet is not discharged and/or dumped in drains, open areas or water bodies	15	Yes	15					No	0		15%	
ESSENTIAL SERVICE INDICATORS (MAXIMUM SCORE – 100)													
E1	Toilet floor is dry and clean at all times	20	Very Clean	20	Clean	15	Partially clean	10	Not clean	0		25%	
E2	Mirrors, if available, are clean and polished	5	Very Clean	5	Clean	3	Partially clean	1	Not clean	0		12%	
E3	Available and regularly cleaned (covered) litter bins, with bins available with each toilet seat (to be checked only in female seats)	12	>75% cubicles have litter bin and are regularly cleaned	12	50-75% cubicles have litter bin and are regularly cleaned	10	25-50% cubicles have litter bin and are regularly cleaned	5	<25% cubicles have litter bin and are regularly cleaned	0		15%	
E4	Available soap / operational soap dispenser	9	Soap Dispenser available and functional with liquid soap / soap bar available	9	No dispenser, but hand-washing Soap Available	6	Detergent soap bar available, not suitable hand-washing soap	3	Soap not available	0		10%	
E5	Usable taps and fittings, with no leakage OR water tank in or outside the structure with water available in it at all times during opening hours	10	>75% cubicles have usable taps with no leakage	10	50-75% cubicles have usable taps with no leakage	8	25-50% cubicles have usable taps with no leakage	6	<25% cubicles have usable taps with no leakage	0		10%	
E6	Entrance/ accessibility (like ramp, stairs) to toilet block is barrier free, including those for specially abled persons	12	Yes	12					No	0		8%	
E7	Premises are visible to passersby, with clear signage, and the area within 3 m from each direction of the structure is not encroached by unauthorized construction and vendors	11	Signage Available within every 100 m in each (min5 signage)	11	Signage Available within every 300 m (min 3 signage)		Signage Available within every 500 m (min 1 signage)		No Signage Available	0		8%	



K.K.

K.K. Singh

G.M. (Project)

E8	Staff is provided with necessary supplies of consumables, cleaning equipment, protective gear and inventory, and there is no stock out for longer than 24 hours	9	Yes all 3 available	9	Yes 2 available	7	Yes 1 available	Not available	0	12%
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DESIRABLE SERVICE INDICATORS (MAXIMUM SCORE – 100)

D1	Roster being maintained for regular cleaning and maintenance and a caretaker is on duty at all times during open hours	25	Yes (Roster and Caretaker both available)	25	Yes - (Caretaker available but roster is not maintained)	15	Yes- (only roster/register available)	10	No (None available)	0	20%
D2	Public/Community Toilet is visible on Google Maps toilet locator as 'Public Toilet'	25	Yes	25				No	0	20%	
D3	Displays a signboard "Constructed by Agra Smart City Limited and cleaned by <Name of the Contractor>, for AGRA SMART CITY LIMITED". The height of this letter shall be at least 30 cms	20	Yes	20				No	0	20%	
D4	Complaint registration and redressal mechanism is in place and is functional, with all complaints, maintenance issues or incidents resolved within 24 hours of registration	20	Yes	20				No	0	20%	
D5	Air freshener applied	10	Yes	10				No	0	20%	

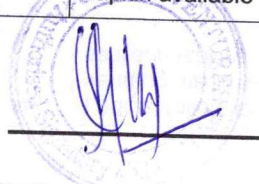
ADDITIONAL / ASPIRATIONAL SERVICE INDICATORS (MAXIMUM SCORE – 100)

A1	Walls and floors are stain / graffiti free	15	Yes	15				No	0	20%
A3	Plants/ shrubs in the vicinity of toilet complex are well maintained	10	Yes	10				No	0	20%
A4	Space earmarked for advertisement for revenue generation (Even if advertisement is not available marks will be awarded)	10	Yes	10				No	0	10%
A5	Hand dryer / paper napkin available	10	Yes	10				No	0	10%

Addl. CEO,
 Agra Smart City Limited

R.K. Singh
 Chief Executive

Chief Executive Office
 Agra Smart City Limited



R.K. JHA
 G.M. (Project)
 Agra Smart City Ltd.

2021

A6	Ladies' toilets have vending machine for sanitary napkins	10	Sanitary napkin vending machine is available and functional	10	Sanitary napkin vending machine is available but not functional	5			Not available	0		10%	
A7	Incinerator facility available for disposal of used sanitary napkins for toilet having > 10 seats and also to the toilets adjacent to women college and hostels	10	Incinerator is available and functional	10	Incinerator is available but not functional	5			Not available	0		10%	
A8	Functional floodlights / halogen vapour lamps outside the toilet premises during the night, without any dark, shadowy areas in the vicinity of the toilet	5	Yes	5					Not available	0		10%	
A9	Weekly/Monthly Feedback Register	10	Available	10					Not available	0		10%	

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K.K.J
K.K. JHA
 G. M. (Project)
 Agra Smart City Ltd.

R.K.S
R. K. Singh
 Nodal Officer
 Agra Smart City Limited

[Signature]
 Officer

[Signature]
 Addl. C.E.O.
 Agra Smart City Limited