

AGRA MUNICIPAL CORPORATION



Near Sur Sadan, M.G. Road Agra (U.P.) – 282002

Website: - www.nagarnigamagra.com

Email: - amcagra1@gmail.com

Ref. No: 355/D/ SBM/21

Dated: 18/10/21

INVITATION OF TENDER

Agra Municipal Corporation invites online Technical and Financial Bids from eligible bidders to undertake "Operation And Maintenance Of 06 Nos. Fixed Compactor (FCTS) Along With 09 Nos. Hook Loader And 23 Nos. Portable Compactor For The Period Of 05 Years Within Agra Municipal Limits."

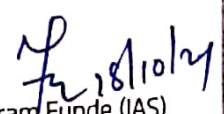
For detailed scope of work and tender conditions, prospective bidders may refer to RFP which can be downloaded from the web portal: <https://etender.up.nic.in> / AMC website: <https://nagarnigamagra.com>

Date of Publishing of Bid	21/10/2021
Bid Document Download Date	21/10/2021
Pre-bid meeting Date & Venue	29 /10/2021 at Agra Municipal Corporation
Last Date and Time of Submission of Bid (Online)	08/11/2021 till 3:00 PM
Technical Bid Opening Date and Time	08/11/2021 at 4:00 PM
Financial Bid Opening Date and Time.	Will be intimated later to Technically Qualified bidders
Cost of Tender Document (Non-Refundable)	Rs. 10,000 +18% GST
Earnest Money Deposit (EMD)	INR 5,00,000/- (Rupees Five Lakh Only)
Contact Person for any clarification	Executive Engineer, AMC Contact No. 9319406016

Nikhil Tikaram Funde (IAS)
Municipal Commissioner

Copy to,

1. In-Charge Advertisement for publication in Newspapers.


Nikhil Tikaram Funde (IAS)
Municipal Commissioner

AGRA MUNICIPAL CORPORATION



Invites



REQUEST FOR PROPOSAL

For

Operation And Maintenance Of 06 Nos. Fixed Compactor Transfer Station (FCTS) Along With 09 Nos. Hook Loader And 23 Nos. Portable Compactor For The Period Of 05 Years Within Agra Municipal Limits.

October –2021

1. Brief Description of Work –

Agra Municipal Corporation having population 1986570 and area 126.50 km² have 4 zones namely Loha mandi Zone, Chatta Zone, Hariparwat Zone and Tajgunj zone . About 800 MT waste is generated every day. Currently city is having 6 No. of waste transfer station equipped with fixed portable compactors, the details of these transfer stations is as under.

Successful Bidder will operate and maintain the Transfer station in scientific and secured manner. Bidder will be responsible for timely transportation of waste to centralized waste processing plant at kuberpur Agra.

S.No.	Location Detail	No. of portable compactors (1 set contains 2 portable compactors)	Total Capacity	Installation Date
1.	Near Shoe Mandi (Rajnagar Lohmandi)	01 set	21 m ³	2018-2019
2.	Near Old Mandi Chauraha (Tajganj)	01 set	21 m ³	2018-2019
3.	Near East Gate of Taj Mahal (Tajganj)	01 set	21 m ³	2018-2019
4.	In front of CWR located at Sanjay Place	01 set	21 m ³	2018-2019
5.	Behind ISBT, Transport City	02 set	42 m ³	2019-2020
6.	Behind ISBT, Transport City	02 set	144 m ³	2019-2020

Total No. of Portable Refuse Compactor = 23 No. (15 No. of 10.5 m³ + 08 No. of 18m³ capacity)

Total No. of Hook Loader = 09 No. (05 No. of 10.5 m³ + 04 No. of 18 m³ capacity)

Primary collection of waste is performed by corporation itself , currently tender for segregated waste collection from each household and commercial establishment is under process and the work is expected to be commenced by the successful bidder within 2 months. Currently, open Dhalow ghar are used for primary collection point which will be eliminated by the corporation and all the waste generated in catchment area of transfer station will be transported to PCTS by the DTDC contractor.

2. Data Sheet

S.No.	Name of the Work	Operation and Maintenance of 6Nos. Fixed Compactor Transfer Station (FCTS) along with 09Nos Hook Loader and 23Nos Portable Compactor for the period of 5 Years within Agra Municipal Limits
1.	Bid Issuing Authority	Agra Municipal Corporation
2.	Project Duration	5years, subject to satisfactory delivery of services.
3.	Bid Document Fee (Non - refundable)	Rs. 10000/- + 18% GST is to be deposited by online mode only in the form of DD/RTGS / NEFT, in Favour of Municipal Commissioner , Agra. Account No. – 38120131718 Branch – Nagar Mahapalika, Agra IFSC Code – SBIN0003707 Note :- Original DD has to be submitted in Room No. 225, office of Executive Engineer, Agra Municipal Corporation before last date of tender submission.
4.	Earnest Money Deposit(EMD)	Rs.5,00,000/- (Five Lakhs Only), in the form of DD/FDR/ BG/NSC in Nationalized/Scheduled Bank in India in Favour of Municipal Commissioner , Agra. Account No. – 38120131718 Branch – Nagar Mahapalika, Agra IFSC Code – SBIN0003707 Note :- Original DD/FDR/BG/NSC has to be submitted in Room No. 225, office of Executive Engineer, Agra Municipal Corporation before last date of tender submission.
5.	Validity of bid security	Not less than 90 days from the bid due date
6.	Mode of submission of the bid	Online
7.	Date of Issue/ Publication	21/10/2021
8.	Pre-Bid Meeting	29/10/2021
9.	Last Date of Submission	08/11/2021 till 3 PM
10.	Date & Time of Opening of Financial Bid	Will be intimated to the successful bidders.
11.	The Employer's representative is:	Executive Engineer (SBM Nodal Officer)
	Address:	Room No. 225, first floor Agra Municipal Corporation, civil lines
	E-mail:	amcagra1@gmail.com
12.	Performance Bank Guarantee	5% of the project value and this to be submitted post award of the contract, as per the given time schedule.

REQUEST FOR PROPOSAL OF OPERATION AND MAINTINANCE OF EXISTING 6 TRANSFER STATIONS

13.	Undertaking the work	Within 07 days from the date of award of Contract
14.	For seeking any clarity/ assistance	For any technical assistance or clarity please feel free to write or call directly to Executive Engineer Nagar Nigam, Agra. Contact No.: +91-9319406016 or Email: amcagra1@gmail.com
15.	Method of Selection	Least Cost Based Method (The bidder , whose financial quotes are found least. Shall be declared as successful Bidder).

The tender document can be downloaded from <http://etender.up.nic.in> . “Corrigendum if any, would appear only on the <http://etender.up.nic.in> site .

3. DISCLAIMER

The information contained in this Request for Proposal document (“RFP document) or subsequently provided to Applicant(s), whether verbally or in documentary or in any other form, by or on behalf of Agra Nagar Nigam/ Directorate of Urban Local Bodies, Uttar Pradesh (hereafter referred to as “Authority”) or any of its employees or advisors, is provided to the Applicant(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided in writing.

This RFP document is intended to be and is hereby issued only to the prospective Applicants. The purpose of this RFP document is to provide the Applicant(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Applicant who reads or uses this RFP document. The assumptions, assessments, statements and information contained in the RFP document may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP document and where necessary obtain independent advice from appropriate sources. The Authority, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the RFP document.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant 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 the 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 for participation.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP document.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document before the last date of bid submission.

The issue of this RFP document does not imply that the Authority is bound to select an Applicant or to appoint the selected Applicant or Operators, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

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

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4. INSTRUCTIONS TO BIDDER

Instructions:

The pre-qualification /enlistment of the Bidders should be valid on the last date of submission of tenders. In case the last date of submission of tender is extended , the pre-qualification of Bidder should be valid on the original date of submission of tenders. The tender document as uploaded can be seen on website <http://etender.up.nic.in> and can be downloaded free of cost.

The rate should be quoted including all taxes and charges & nothing will be paid extra except quoted rate (If any rise in tax or if new tax is imposed by central or state government or any govt authority after tender the Bidder is to bear the same), GST is exempted as per GST Notification No. 02/2018 Dated: 25.01.2018, Chapter 09 in 3A, Article 243G & 243W for Sanitation & Conservancy Services.

Interested bidder can come and visit the existing Transfer Station and machinery on any working day with prior information and after the permission of Agra Nagar Nigam officials.

4.1 Bid Document Fee

Interested Bidder who wish to participate in the tender has also to make following online payment of

Rs. 10000/- + 18% GST is to be deposited online mode only in the form of DD/RTGS / NEFT, in Favour of Municipal Commissioner , Agra.

Account No. – 38120131718

Branch – Nagar Mahapalika, Agra

IFSC Code – SBIN0003707

Note :- Original DD has to be submitted in Room No. 225, office of Executive Engineer, Agra Municipal Corporation before last date of tender submission.

4.2 Earnest Money Deposit.

Rs.5,00,000/- (Five Lakhs Only), in the form of DD/FDR/ BG/NSC in Nationalized/Scheduled Bank in India in Favour of Municipal Commissioner , Agra.

Account No. – 38120131718

Branch – Nagar Mahapalika, Agra

IFSC Code – SBIN0003707

Note :- Original DD/FDR/BG/NSC has to be submitted in Room No. 225, office of Executive Engineer, Agra Municipal Corporation before last date of tender submission.

4.3 VALIDITY OF TENDER

The tender for the works shall remain open for acceptance for a period of Thirty Days (30) days from the date of opening of financial tender. If any Bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the AMC, then the AMC shall, without prejudice to any other right or remedy, be at liberty to forfeit the

said Earnest Money as aforesaid. Further the Bidder shall not be allowed to participate in the retendering process of work.

4.4 ACCEPTANCE OF TENDER

AMC reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever. AMC does not bind itself to accept the lowest tender. The AMC reserves the right to award the work to a single party or split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The Bidder is bound to accept the part work as offered by AMC after split up at the quoted/negotiated rates.

The Tenders shall be strictly as per the condition of contract. Tenders with any additional condition(s) / modifications shall be rejected.

All the technical documents shall be duly signed and shall be submitted online in the web-portal.

The witnesses to the Tender/Contract Agreement shall be other than the Bidder/Bidders competing for this work and must indicate full name, address, and status /occupation with dated signatures.

The acceptance of tender will rest with the AMC who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason thereof. Tenders in which, any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

On acceptance of tender , the name of the accredited, representative(s) of the Bidder who would be responsible for taking instructions from Agra Municipal Corporation or its authorized representative shall be intimated by the Bidder within 07 days of issue date of letter of Award by AMC.

5 Eligibility Criteria :-

(A) Technical:

- 1) The bidder should be a company, registered as per company's act, proprietary or a partnership having valid GSTN registration and is in existence from last 3years.
- 2) The bidder should be having atleast 3 years experience in secondary transportation of solid waste in any city in India having population more than 10 Lakhs as per 2011 census.
- 3) The Bidder must have an average annual Turnover of minimum Rs.5.00Crore during the last 3financial years (2017-2018,2018-19 & 2019-20). Certified Turnover Certificate issued by CA of Last three fiscal years must be attached.
- 4) Joint Venture/ Consortium is allowed, but should be between max. 2agencies. Members of the Consortium shall nominate one member as the lead member (the ,Lead Member'), who shall have an equity share holding of at least 51% (fifty-one per cent) . consortium agreement and related papers must be submitted online along with the bid documents.
- 5) The bidder should not have been blacklisted by any ULB/ PSU/ Government agency or Terminated from Agra Municipal Corporation for any of the activities related to any Job Work Criteria in last 3years. Notarized affidavit must be attached in tender document for it.

(B) Financial:

- 1) Bidders who will be technically eligible, only those Bidder's financial proposals shall be opened.
- 2) The bidder who has quoted the least price (L-1) towards O&M shall be declared as "Successful Bidder" and will be issued with Letter of Award.

6 Procedure for Detailed evaluation of technical qualifications

S.No.	Particulars	Supporting Documents to be submitted
1.	Bid Document Fees (10000+18% GST)	Original DD/ receipt of online payment
2.	EMD (5Lakhs)	Original DD/FDR/BG/NSC
3.	Average annual Turnover of minimum Rs.5.00Crore during the last 3financial years (2017-2018,2018-19 & 2019-20)	Certified Turnover Certificate issued by CA of Last three fiscal years must be attached.
4.	Proof of relevant experience enclosed?	Form Tech – D
5.	The Bidder must have a valid GSTN certificate.	Copy of GSTN Certificate
6.	CA Audited Certificate along with P&L account of last 3 FY.	Certificate issued from CA
7.	Whether Power(s) of Attorney for signing the bid documents has been enclosed?	Form Tech –G
8.	Whether Power(s) of Attorney for lead member of associate has been enclosed?	Form Tech – F
9.	Whether blacklisting declaration has been enclosed?	Form Tech – E
10.	Whether a copy of MoU is enclosed if the bidder is a Consortium?	MoU on stamp paper of appropriate value duly notarized should be submitted along with the Bid which should state: i. information about each member of the Consortium ii. brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical, labour management and operational obligations iii. commitment of minimum equity stake to be held by each member
11.	Copy of Certificate of Incorporation; Partnership deed	Certificate issued from Authority
12.	Bid submission/ self declaration	Form Tech –A
13.	Detail of Bidder	Form Tech – B
14.	Financial Capability	Form Tech – C
15.	Bid security	Form Tech – H

7 Scope Of Work

Operation and Maintenance of 06 Nos. Fixed Compactor Transfer Station (FCTS) along with 09Nos Hook Loader and 23 Nos. Portable Compactor for the period of 05 Years within Agra Municipal Limits.

- a) All the man, material and maintenance machinery required for carrying out comprehensive operation and maintenance for 5 years including daily out shedding from the FCTS location shall be done by the bidder as per the agreement.
- b) Operation of FCTS will be monitored by concerned sanitary inspectors/ ZSO/ NSA and Nodal officer Swachh Bharat Mission. Successful Bidder will follow their instructions in day to day working.
- c) All repairs and replacement i.e. lubricants, consumables as Radiator coolants and other daily check will be in the scope of bidder/agency which also includes repairing for tyre puncture, all spares, accessories. The repair and maintenance if any on chassis will be in the scope of bidder which also included replacement of tyre/tubes, battery etc.
- d) All the repairs and maintenance will be done by the bidder as per the general specifications and standards of machinery and bidder will follow the instruction of executive engineer (E&M) and chief Engineer (E&M) .
- e) The electricity charges and all other fuel charges shall be borne by bidder.
- f) All provisions of skilled/un-skilled and other supervisory staff required for the scope of work shall be the responsibility of the agency. During use of machine, all the technical staff, operators, drivers and un-skilled staff of different equipment shall be under the scope of firm. Sanitation staff would be also in the scope of successful bidder.
- g) The bidder shall be responsible to keep the FCTS, Hook Loader and Portable Compactor neat, tidy and fit in all respects.
- h) All Minor and major repairs of the equipment required due to any accident, natural calamities, riots and theft etc. shall be under the scope of work of the firm. M&T Department Nagar Nigam would provide support for Police &/ Legal Case.
- i) All court matters impounding and other implications due to accident, negligence of operator and other reason shall be dealt by the Bidder at his risk and cost at all levels and for all matters.
- j) The bidder may carry out major works in their authorized work-shop. No expenses on account of Transportation/Cartage of equipment/parts etc. shall be paid by the department.

- k) All labour and other staff deployed for comprehensive operation and maintenance shall be at the roll of the bidder and not on the rolls of the AMC as such their staff cannot claim for any service benefit from AMC or represent in any court of law. All labour laws and other applicable laws for carrying out the work shall be followed by the bidder and the Department will not be responsible for any lapse/consequences on these accounts.
- l) Any misshapen at site during comprehensive operation and maintenance of machines for any reason whatsoever shall be responsibility of the Bidder. Bidder should ensure that the staff deployed should not have bad antecedent. The Bidder will also be responsible for any damage to any equipment/property of AMC and shall also restore the same to the satisfaction of the Executive Engineer (E&M)
- m) The equipment should comply with pollution norms throughout the period of contract and any penalty etc. in this regard shall be in the scope of work of the bidder.
- n) Bidder will ensure timely disposal of filled compactor and will arrange the staff for minimum 3 trips of each hook loader from transfer station to kuberpur site.
- o) Work will be carried out all the days, there will not be any holiday during work.
- p) Successful bidder will maintain logbook at each transfer station in which proper record of incoming vehicles and compactor movement will be maintained.
- q) Every hookloader will be GPS-enabled and its tracking will be done from Integrated control and command centre of Agra Municipal Corporation.
- r) Successful bidder has to appoint a project manager who will supervise all the activities and coordinate with AMC officials.

8. Other Conditions:-

- a) The comprehensive Operation and Maintenance charges will be obtained on per month basis.
- b) The agency should offer the rates for comprehensive Operation and Maintenance of 06Nos Fixed Compactor Transfer Station (FCTS) along with 09Nos Hook Loader and 23Nos Portable Compactor for 5 Years on keeping in view of the warranty concession.
- c) The equipment after the end of the contract i.e. after 05 years will be handed over to AMC in good and tidy condition.
- d) RTO & Comprehensive Insurance, Fitness, Pollution of Machine would be obtained by Nagar Nigam Agra (M&T) department.
- e) Service Center Space, Water, Parking Space for Hook Loader with CCTV, Security Guard for FCTS would be provided by Agra Nagar Nigam.
- f) GST is Exempted as per Notification No 02/2018 dated: 25.01.2018, Chapter 09 in 3A, Article 234G & 243W for sanitation & Conservancy Service. In case of any GST liability in future, it shall be born by Agra Nagar Nigam.
- g) All the documents related to regular repair and maintenance will be submitted to office of chief Engineer (Electrical & Mechanical) as an evidence of regular repair and maintenance and the same will be verified by the office of chief Engineer (Electrical & Mechanical) Agra Nagar Nigam.

9. PAYMENTS

- a) The Payment will be done on monthly basis. The Operation & Maintenance charges will be paid at the earliest after the invoice submission by the bidder.
- b) Monthly invoice will be submitted by the successful bidder at the end of month which will be processed and forwarded by area sanitary inspector / ZSO/ concerned zonal officer to Executive Engineer (SBM Nodal Officer) as per the monthly record maintained in log book. Deductions will be made as any discrepancy mentioned in logbook as per penalty clauses of RFP.
- c) On satisfactory repair and maintenance of machinery endorsed by Executive Engineer(E&M) / Chief Engineer (E&M) payment will be processed.

10. PRICE ESCALATION

Annual Escalation in General Costs

In order to enable stable service provision even in the face of annually escalating general costs, the concessionaire may be allowed an annual increase of @5% in the contract value. The following guidance may be used to calculate the allowed increase.

'y'% increase in the base rate 'X' may be given annually to cover the increase in general costs. The increase may be calculated as per these

examples:

After 1 year X plus y% of X

After 2 years X plus 2y% of X

After 3 years X plus 3y% of X

After 4 years X plus 4y% of X

After 5 years X plus 5y% of X

Where X is the "base rate" accepted at the time of award of contract as against rate per Household quoted by the selected bidder.

Where Y is @5% of the sanctioned Annual project cost.

11. Penalty Clause:-

Following Penalties shall be imposed against non-compliances:

- a) If the waste is found at the facility on the ground at any time penalty of Rs.5000/-per incident/ day will be imposed.
- b) If the facility is not hygienically maintained: @Rs.1000/- per incident/ facility/ day.
- c) If the facility is found closed/ non-operative : @Rs.10,000/- per incident/ facility/ day.
- d) If wastes at facility is not transported immediately after the compaction unit gets filled: @Rs.1000/-per incident/ facility/ day.
- e) If the fixed and movable machinery is not kept in good and tide condition in repeated

inspection after the instructions the machinery will get repaired by Nagar Nigam and penalty of Rs. 25% excess along with repairing cost will be imposed and both the cost will be recovered from the next month bill.

- f) During the operation and maintenance work, if any damage is identified in civil work and machinery due to the negligence while working, the equivalent cost will be recovered from the successful bidder.

12. Termination Clause:-

- a) Contract will be terminated if it is found that waste is not transported timely and transfer stations are found in unhygienic condition.
- b) Contract will be terminated if it is found that repair and maintenance of fixed and movable machinery is not performed as per standards of machinery manufacturers.

FORM TECH- A

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To,

[Name and address of Employer]

Dear Sir,

We, the undersigned, offer to provide the job for *[Insert title of Assignment/ job]* in accordance with your Request for Proposal dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal with requisite EMD and bid processing fees.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signatory *[In full
and initials]*

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH – B
Format for Details of Bidder

1. Details of Bidder

a.	Name of bidder with full address	:	
b.	Tel. No.	:	
c.	Fax No.	:	
d.	Email	:	
e.	Year of Incorporation.	:	
f.	Name and address of the person holding the Power of Attorney.	:	
g.	(i) Place of Business.	:	
	(ii) Date of Registration.	:	
h.	Name of Bankers with full address.	:	
i.	GSTN Registration Number (copy).	:	
j.	Permanente Account Number (copy).	:	
k.	Are you presently debarred / Blacklisted by any Government Department /Public Sector Undertaking /Any Employer? (If yes, please furnished details)	:	
l.	Name and details (Tel / Mobile / E mail) of contact persons	:	

2. In case of a Consortium:

- a. The information above should be provided for all the members of the consortium.
- b. Information regarding role of each member should be provided as per table below:

Sr.	Name of Member	Role (Specify Lead Member/ Other Member)	Percentage Shareholding in the project
1.		Lead	(Min. 51%)
2.		Other Members	
3.		Other Members	

Form Tech – C

Format for Financial Capability of the Bidder
(Equivalent in Rs. crores)

Bidder*	-----(<i>Name of Bidder</i>)				
FY	2017-18	2018-19	2019-20	Total	Average
Annual Turnover					
Certificate from the Statutory Auditor					
<p>This is to certify that..... (<i>Name of the Bidder</i>) has annual turnover as shown above against the respective years.</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm</p> <p>Date:</p> <p>(<i>Signature, name and designation of the authorized signatory</i>)</p>					

- The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.
- Bidder should fill in details as per the row titled Annual turnover in the row below.

Form Tech – D

Engagement Experience

List projects in the last three years which are similar to that in the RFP.

Assignment name:	Value of the contract (in current INR):
Country:	Duration of assignment (months):
Name of Employer:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year):	
Completion date (month/year):	
Narrative description of Project:	

(In addition to above format, scan copies of completion certificate/certification of work undertaken to be also included for each of the project)

FORM TECH – E

Letter for Blacklisting

[Location, Date]

To,

[Name and address of Employer]

Subject: Letter of Declaration for not have been Blacklisted/ Debarred from an/ terminated from Agra Municipal Corporation/ withdrawn or fail to execute the services in accordance with tender/ agreement with any ULB by either Lead Bidder or Consortium

We, *[Name of Firm]* have not been black listed/ debarred by any department /ULB or any organization of India of contract except for reasons of convenience of employer by any Government department/ Government board/ Corporation/ Company/ Statutory Body/ PSU Company/ Non-Government/ Government of any sovereign countries/ Private agencies and Funding Agencies in the last 5years and terminated from Agra Municipal Corporation. Also, neither our company or consortium has failed to take up the contract in last 3years, despite being announced as successful bidder.

Incase declaration made by us found not correct, authority has the rights to reject our proposal or agreement at any stage and forfeit our EMD and Performance Bank Guarantee.

For *[Name of Firm]*,

Authorized Signatory [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH – F

Power of Attorney

Power of Attorney for Lead Member of Consortium

Whereas the AGRA MUNICIPAL CORPORATION has invited applications from interested parties for the **Operation And Maintenance Of 06 Nos. Fixed Compactor Transfer Station (FCTS) Along With 09 Nos. Hook Loader And 23 Nos. Portable Compactor For The Period Of 05 Years Within Agra Municipal Limits.**

Whereas,,, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP document) and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at,

M/s. having our registered office at,

M/s.having our registered office at, and

M/s. having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all

business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the AGRA MUNICIPAL CORPORATION, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the AGRA MUNICIPAL CORPORATION.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of

Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

FORM TECH - G

Power of Attorney for signing of Application

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name),..... son/daughter/wife ofand presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the **“Operation And Maintenance Of 06 Nos. Fixed Compactor Transfer Station (FCTS) Along With 09 Nos. Hook Loader And 23 Nos. Portable Compactor For The Period Of 05 Years Within Agra Municipal Limits”**.

Project proposed or being developed by the AGRA MUNICIPAL CORPORATION (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the AGRA MUNICIPAL CORPORATION.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

.....

address) (Signature, name, designation and

Witnesses:

- 1.
- 2.

(Notarised)

Selection of Concessionaire for this PPP project

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the*

executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

FORM TECH – H

FORMAT FOR BID SECURITY

(To be issued by the Bank, as defined in this RFP)

B.G. No.....

Date.....

1. In consideration of the (hereinafter called “Authority” which expression shall include any entity which Authority may designate for the purpose) having agreed, inter-alia to consider the bid of(hereinafter referred to the “Bidder” which expression shall include their respective successors and assigns) which will be furnished in accordance with the terms of the Request for Proposals for the Project ([Project Name]) (hereinafter called the “RFP”) in lieu of the Bidder being required to make a cash deposit, we.....[name of the Bank and address of the issuing branch], hereinafter called the “Bank” which expression shall include our successors and assigns, as to bind ourselves our successors and assigns do at the instance of the Bidder hereby unconditionally and irrevocably undertake to pay as primary obligor and not as surety only to Authority without protest or demand and without any proof or condition the sum of Rs.....(in words).
2. We, the Bank, do hereby unconditionally and irrevocably undertake to pay forth with (and in any event within three days) the amounts due and payable under this Guarantee without any delay or demur merely on a written demand from Authority stating that the amount claimed is due by reason of the occurrence of any of the events referred to in the RFP. Any such demand made on the Bank by Authority shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, the Bank’s liability under ‘ this Guarantee shall be restricted to an amount not exceeding Rs..... (in words).
3. We, the Bank unconditionally undertake to pay to Authority any money so demanded under this Guarantee notwithstanding any dispute or disputes raised by the Bidder or any other party including in any suit or proceeding pending before any court or tribunal relating thereto or any instructions or purported instructions by the Bidder or any other party to the Bank not to pay or for any cause to withhold or defer payment to Authority under this Guarantee. The Bank’s liability under this Guarantee is irrevocable, unconditional, absolute and unequivocal. The payment so made by the Bank under this Guarantee shall be a valid discharge of the bank’s liability for payment here under and the Bidder shall have no claim against the Bank for making such payment.

4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect up to and until ____ hours on the date i.e. (hereinafter called “the End Date”). Unless a demand or claim under this Guarantee is made on the Bank by Authority in writing on or before the said End Date the Bank shall be discharged from all liability under this Guarantee thereafter unless extended on specific request of the Bidder in writing.
5. We, the Bank further agree that Authority shall have the fullest liberty without the Bank’s consent and without affecting in any manner the Bank’s obligation hereunder to vary any of the terms and conditions of the RFP or to extend or postpone the time of performance by the Bidder or any other party from time to time or postpone for any time or from time to time any of the powers exercise able by Authority against the Bidder or any of them and to enforce or to for bear from enforcing any of the terms and conditions relating to the RFP and the Bank shall not be relieved from its liability by reason or any for bearance act or omission on the part of Authority, or any indulgence given by Authority to the Bidder or any other party or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have the effect of so relieving the Bank.
6. To give full effect to the obligations herein contained, Authority shall be entitled to act against the Bank as primary obligor in respect of all claims subject of this Guarantee and it shall not be necessary for Authority to proceed against the Bidder or any other party before proceeding against the Bank under this Guarantee and the Guarantee herein contained shall been forceable against the bank as principal obligor.
7. This Guarantee will not be discharged or affected in any way by the liquidation or winding up or dissolution or change of constitution or in solvency of the Bidder or of any individual member of the Bidder or any other party or any change in the legal constitution or in solvency of the Bidder or any other party or any change in the legal constitution of the Bank or Authority.
8. In case the bank delays in making payment within 15 days of invocation of the guarantee, the bank is liable to pay interest on the amount due @ Bank PLR beyond the 15 days from the date of receipt of invocation letter by the bank.

We, the bank undertake not to assign or revoke this Guarantee during its currency except with the previous consent of Authority in writing.

Not with standing anything contained herein.

- a. Our liability under the Bank Guarantee shall not exceed (in word).
- b. The Bank Guarantee shall be valid upto [date], 20__.
- c. Unless acclaimed or a demand in writing is made upon us on or before , all our liability under this guarantee shall cease.

Signed and Delivered

On behalf of (Bank name)
(Signature with Date)

By the hand of Mr.....

(Name of Authorized Signatory)

[SEAL OF THE BANK]

Designation

Address of the controlling office of the issuing branch with phone number and fax number to be provided by Quick Reply.

CONTRACT FORM (ON 100/- STAMP)

THIS AGREEMENT made theday of, 2021, Between Agra Municipal Corporation, Agra Uttar Pradesh of India of the one part.

AND

.....(*Name of the Service Provider*) of
.....(Address) (hereinafter called “the Service Provider”) of the other
part:

WHEREAS the Nagar Nigam Agra invited bids for certain services viz., **Operation and Maintenance of 06Nos Fixed Compactor Transfer Station (FCTS) along with 09Nos Hook Loader and 23Nos Portable Compactor for the period of 05 Years within Agra Municipal Limits** and has accepted a bid by those services in the sum of(*Contract price in words and figures*) (Hereinafter called “the Contract Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

**DETAILED TERMS AND CONDITIONS FOR 05 YEARS COMPREHENSIVE
OPERATION & MAINTENANCE:**

Operation and Maintenance of 06 Nos. Fixed Compactor Transfer Station (FCTS) along with 09Nos Hook Loader and 23 Nos. Portable Compactor for the period of 05 Years within Agra Municipal Limits.

- All the man, material and maintenance machinery required for carrying out comprehensive operation and maintenance for 5 years including daily out shedding from the FCTS location shall be done by the bidder as per the agreement.
- Operation of FCTS will be monitored by concerned sanitary inspectors/ ZSO/ NSA and Nodal officer Swachh Bharat Mission. Successful Bidder will follow their instructions in day to day working.
- All repairs and replacement i.e. lubricants, consumables as Radiator coolants and other daily check will be in the scope of bidder/agency which also includes repairing for tyre puncture, all spares, accessories. The repair and maintenance if any on chassis will be in the scope of bidder which also included replacement of tyre/tubes, battery etc.
- All the repairs and maintenance will be done by the bidder as per the general specifications and standards of machinery and bidder will follow the instruction of executive engineer (E&M) and chief Engineer (E&M) .

- The electricity charges and all other fuel charges shall be borne by bidder.
- All provisions of skilled/un-skilled and other supervisory staff required for the scope of work shall be the responsibility of the agency. During use of machine, all the technical staff, operators, drivers and un-skilled staff of different equipment shall be under the scope of firm. Sanitation staff would be also in the scope of successful bidder.
- The bidder shall be responsible to keep the FCTS, Hook Loader and Portable Compactor neat, tidy and fit in all respects.
- All Minor and major repairs of the equipment required due to any accident, natural calamities, riots and theft etc. shall be under the scope of work of the firm. M&T Department Nagar Nigam would provide support for Police &/ Legal Case.
- All court matters impounding and other implications due to accident, negligence of operator and other reason shall be dealt by the Bidder at his risk and cost at all levels and for all matters.
- The bidder may carry out major works in their authorized work-shop. No expenses on account of Transportation/Cartage of equipment/parts etc. shall be paid by the department.
- All labour and other staff deployed for comprehensive operation and maintenance shall be at the roll of the bidder and not on the rolls of the AMC as such their staff cannot claim for any service benefit from AMC or represent in any court of law. All labour laws and other applicable laws for carrying out the work shall be followed by the bidder and the Department will not be responsible for any lapse/consequences on these accounts.
- Any misshapen at site during comprehensive operation and maintenance of machines for any reason whatsoever shall be responsibility of the Bidder. Bidder should ensure that the staff deployed should not have bad antecedent. The Bidder will also be responsible for any damage to any equipment/property of AMC and shall also restore the same to the satisfaction of the Executive Engineer (E&M)
- The equipment should comply with pollution norms throughout the period of contract and any penalty etc. in this regard shall be in the scope of work of the bidder.
- Bidder will ensure timely disposal of filled compactor and will arrange the staff for minimum 3 trips of each hook loader from transfer station to kuberpur site.
- Work will be carried out all the days, there will not be any holiday during work.
- Successful bidder will maintain logbook at each transfer station in which proper record of incoming vehicles and compactor movement will be maintained.

- Every hookloader will be GPS-enabled and its tracking will be done from Integrated control and command centre of Agra Municipal Corporation.
- Successful bidder has to appoint a project manager who will supervise all the activities and coordinate with AMC officials.
- The comprehensive Operation and Maintenance charges will be obtained on per month basis.
- The agency should offer the rates for comprehensive Operation and Maintenance of 06Nos Fixed Compactor Transfer Station (FCTS) along with 09Nos Hook Loader and 23Nos Portable Compactor for 5 Years on keeping in view of the warranty concession.
- The equipment after the end of the contract i.e. after 05 years will be handed over to AMC in good and tidy condition.
- RTO & Comprehensive Insurance, Fitness, Pollution of Machine would be obtained by Nagar Nigam Agra (M&T) department.
- Service Center Space, Water, Parking Space for Hook Loader with CCTV, Security Guard for FCTS would be provided by Agra Nagar Nigam.
- GST is Exempted as per Notification No 02/2018 dated: 25.01.2018, Chapter 09 in 3A, Article 234G & 243W for sanitation & Conservancy Service. In case of any GST liability in future, it shall be born by Agra Nagar Nigam.
- All the documents related to regular repair and maintenance will be submitted to office of chief Engineer (Electrical & Mechanical) as an evidence of regular repair and maintenance and the same will be verified by the office of chief Engineer (Electrical & Mechanical) Agra Nagar Nigam.