

AGRA MUNICIPAL CORPORATION



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

Website: www.nagarnigamagra.com

Email: amcagra1@gmail.com

Ref. No: 385/D/SBM/2021

Dated: 24/12/2021

INVITATION OF TENDER

Agra Municipal Corporation is divided into four zones. AMC invites online Technical and Financial Bids from eligible bidders to undertake “**Selection of Agency for Carrying out IEC Activities in a Zone Under SBM Along with Collection of User Fee from Waste Generating Units in the Zone.**”

Bidder can participate for one or more Zones

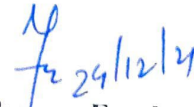
For detailed scope of work and tender conditions, prospective bidders may refer to RFP which can be downloaded from the web portal: <https://etender.up.nic.in> / AMC website: <http://www.nagarnigamagra.com>

Date of Publishing of Bid	24/12/2021
Bid Document Download Date	24/12/2021
Pre-bid meeting Date & Venue	28/12/2021
Last Date and Time of Submission of Bid (Online)	05/01/2022 till 12PM
Technical Bid Opening Date and Time	05/01/2022 at 2PM
Cost of Tender Document (Non-Refundable)	RS.5000/-+18%GST (Five Thousand Rupees)
Earnest Money Deposit (EMD)	RS. 5Lakhs (Five Lakh Rupees)
Contact Person for any clarification	Executive Engineer 9319406016


Nikhil Tikaram Funde (IAS)
Municipal Commissioner

Copy to,

1. In-Charge Advertisement for publication in Newspapers.


Nikhil Tikaram Funde (IAS)
Municipal Commissioner

Selection of Agency for Carrying out IEC activities in a Hariparwat Zone under SBM along with Collection of User Fee From Waste Generating Units In the Hariparwat Zone



Agra Municipal Corporation Invites Request for Proposal *For*

**Selection of Agency for Carrying out IEC Activities in Hariparwat Zone Under SBM
Along with Collection of User Fee from Waste Generating Units in the Hariparwat Zone**

DECEMBER - 2021

Selection of Agency for Carrying out IEC activities in a Hariparwat Zone under SBM along with Collection of User Fee From
Waste Generating Units In the Hariparwat Zone

AGRA MUNICIPAL CORPORATION

MG Road, Sursadan Crossing, Agra – 282 002

Email: amcagra1@gmail.com

Phone No.: 0562 – 285 0670

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 Municipal Corporation (hereafter referred to as “AGRA MUNICIPAL CORPORATION”) 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 AGRA MUNICIPAL CORPORATION, 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 AGRA MUNICIPAL CORPORATION, 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 AGRA MUNICIPAL CORPORATION accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The AGRA MUNICIPAL CORPORATION, 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.

Agra Municipal Corporation 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. Agra Municipal Corporation 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.

Selection of Agency for Carrying out IEC activities in a Hariparwat Zone under SBM along with Collection of User Fee From Waste Generating Units In the Hariparwat Zone

The issue of this RFP document does not imply that the Agra Municipal Corporation is not bound to select an Applicant or to appoint the selected Applicant or Concessionaire, as the case may be, for the Project and the Agra Municipal Corporation 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 Agra Municipal Corporation 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 Agra Municipal Corporation 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.

Selection of Agency for Carrying out IEC activities in a Hariparwat Zone under SBM along with Collection of User Fee From
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DATA SHEET

S.No.	Particulars	Details																		
1.	Name of the Employer:	AGRA MUNICIPAL CORPORATION																		
2.	Name of the Assignment/ job:	Selection of Agency for Carrying out IEC Activities in a Hariparwat Zone Under SBM Along with Collection of User Fee from Waste Generating Units in the Hariparwat Zone.																		
3.	Bid document fee	Demand draft of Rs. Five Thousand +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.	Bid security	Rs. Five Lakhs Only in the form of DD/FDR/ BG 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.	Proposal validity	120 days from the last date of submission of bid																		
6.	Mode of submission of the bid	Online																		
7.	Downloading bid documents from	etender.up.nic.in																		
8.	Schedule of bidding process	<table> <tr> <th>S.No.</th><th>Event Description</th><th>Estimated date</th></tr> <tr> <td>a)</td><td>Sell of bid/RFP document</td><td>24/12/2021</td></tr> <tr> <td>b)</td><td>Pre-Bid Meeting</td><td>28/12/2021</td></tr> <tr> <td>c)</td><td>Bid Submission due date</td><td>05/01/2022 till 12PM</td></tr> <tr> <td>d)</td><td>Opening of the Bid document</td><td>05/01/2022 at 2PM</td></tr> <tr> <td>e)</td><td>Opening of financial bid</td><td>To be decided later</td></tr> </table>	S.No.	Event Description	Estimated date	a)	Sell of bid/RFP document	24/12/2021	b)	Pre-Bid Meeting	28/12/2021	c)	Bid Submission due date	05/01/2022 till 12PM	d)	Opening of the Bid document	05/01/2022 at 2PM	e)	Opening of financial bid	To be decided later
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9	The Employer's representative	Executive Engineer & SBM Nodal Officer																		

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	is:	
	Address:	Agra Municipal Corporation
	E-mail:	amcagra1@gmail.com
10	Project Duration	One year, subject to satisfactory delivery of services.
12	Performance Bank Guarantee	10% of the Annual project value and this to be submitted post award of the contract, as per the given time schedule.
14	Undertaking the work	As mentioned below in Table of Time Schedule
15	For seeking any clarity/ assistance	For any technical assistance or clarity please feel free to write or call directly to Nodal officer SBM Nagar Nigam, Agra. Contact No.: +91-9319406016 or Email: amcagra1@gmail.com
16	Method of Selection	QCBS Method i.e., Quality Cost Based Selection. The bidder who technically qualify (achieve min. 60% marks & above) financial bids shall be opened. 60% of the Weightage from the technical marks shall be considered for further evaluation. The financial bid shall be opened of technically qualified bidder. The one whose financial rates quotes are found least will be rated max. i.e., 100% out of this 40% Weightage shall be considered for further evaluation. Post clubbing both Technical and financial Weightage, the one who achieves maximum/ highest marks i.e., H-1, amongst the technically qualified bidders, shall be considered as successful bidder & will be invited for negotiation. Formula of the QCBS evaluation is placed as Annexure-2 .
17	Currency	Bidders must express the price of their Assignment/ job in India Rupees (₹).
18	Taxes	The bidder has to quote the financial excluding all taxes.

Note:

Tender Document and other details shall be available on: - Website- <http://etender.up.nic.in> / AMC Website: <https://nagarnigamagra.com/>

Amendment to NIT, if any would be published only on website <http://etender.up.nic.in>

PART - A

1. Standard Definitions

- (a) “Addendum” means the clarification issued against the bidder’s query placed before the employer in writing before or during the pre-bid meeting. It may be release in form of addendum or corrigendum.
- (b) “Agency” means a Firm registered under Company’s Act 2013, Partnership firm, Not for Profit Organization (NGO), Self Help Group (SHG) or a Proprietorship firm, providing services under Waste Management, Capacity Building, Health Hygiene, Awareness, Sanitation etc.
- (c) “Authority” here refers with Agra Municipal Corporation or Agra Nagar Nigam (AMC/ ANN)
- (d) “Bidder” means any entity or person or associations of person or organization who have been requested to submit their proposals that may provide or provides the Services to the Employer under the Contract.
- (e) “Bulk Waste Generator” means and includes buildings occupied by the Central government departments or undertakings, State government departments or undertakings, local bodies, public sector undertakings or private companies, hospitals, nursing homes, schools, colleges, universities, other educational institutions, hostels, hotels, commercial establishments, markets, places of worship, stadia and sports complexes having an average waste generation rate exceeding 100kg per day or any facility having 5000m² covered area;
- (f) “Day” means calendar day.
- (g) “Employer” means the AGRA MUNICIPAL CORPORATION who have invited the bids for the services and/ or with which the selected Bidder signs the Contract for the Services and to which the selected bidder shall provide services as per the terms and conditions and TOR of the contract.
- (h) “Government” means the Government of India/State/Local Government here it refers to AGRA MUNICIPAL CORPORATION.
- (i) “Instructions to Bidders” means the document which provides Bidders with all information needed to prepare their proposals.
- (j) “INR” means Indian Currency (Rupee).
- (k) “LOI” means the Letter of Intent being sent by the Employer to the bidders.
- (l) “Personnel” means professionals and support staff provided by the Bidder or by any Sub-Bidder and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
- (m) “Proposal” means the Technical Proposal and the Financial Proposal.

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- (n) “Project information” means information to Bidders for project planning and financial analysis.
- (o) “RFP” means the Request for Proposal prepared by the Employer for the selection of Bidders, based on the SRFP.
- (p) “SRFP” means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
- (q) “Job” means the work to be performed by the Bidder pursuant to the Contract.
- (r) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Bidder, and expected results and deliverables of the Assignment/ job.
- (s) “AMC” means Agra Municipal Corporation.
- (t) “ULB” means Urban Local Body

2. Introduction

- 2.1 The Employer will select the Bidder meeting basic eligibility criteria as mentioned in document and in accordance with the method of selection specified in the document.
- 2.2 Detailed scope of the assignment/ job has been described in the document.
- 2.3 The date, time and address for submission of the proposals has been given.
- 2.4 The Bidders are invited to submit their Proposal, for Assignment/ job named. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidder.
- 2.5 Bidders should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/ Job and Local conditions, the bidder may refer project information section of this document or approach the authority as desired, before the bid submission date.
- 2.6 The Employer will provide at no cost to the Bidders the inputs and facilities specified in the document, assist the bidders in obtaining licenses and permits needed to carry out the Assignment/ Job, and make available relevant project data and reports.
- 2.7 Bidders shall bear all costs associated with the preparation and submission of their proposals. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

3. Eligibility of Association of bidders

JV/ Consortium is not allowed.

4. Clarification and Amendment of RFP Documents

- 4.1 Bidders may request a clarification on any clause of the RFP documents on or before the pre-bid meeting only. Any request for clarification must be sent by standard electronic means to the Employer's email address indicated.
- 4.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an corrigendum/addendum by standard electronic means. The addendum shall be uploaded on the same portal and will be available to all the bidders. To give Bidders reasonable time in which to take an amendment

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into account in their Proposals the Employer may give time, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

5.1 Employer requires that Bidders provide professional, objective, and impartial advice and at all times hold the Employer's interest's paramount, strictly avoid conflicts with other Assignment/ jobs or their own corporate interests and act without any consideration for future work.

5.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- a) Conflicting activities: firm that has been engaged by the Employer to provide goods, works or Assignment/ job other than Assignment/ job for a project, and any of its affiliates, shall be disqualified from providing Assignment/ job related to those goods, works or Assignment/ job. Conversely, a firm hired to provide Assignment/ job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/ job other than Assignment/ job resulting from or directly related to the firm's Assignment/ job for such preparation or implementation. For the purpose of this paragraph, Assignment/ job other than consulting Assignment/ job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- b) Conflicting Assignment/ job: A shall not be hired for any Assignment/ job that, by its nature, may be in conflict with another Assignment/ job of the Bidder to be executed for the same or for another Employer. For example, a Bidder assisting an Employer in the privatization of public assets shall not purchase, nor advice purchasers of, such Assets, similarly, a Bidder hired to prepare Terms of Reference for assignment/ job shall not be hired for the Assignment/ job in question.
- c) Conflicting relationships: A Bidder that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/ job, (ii) the selection process for such Assignment/ job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

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- 5.2.1 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the bidder fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

6. Unfair Advantage

If a Bidder could derive a competitive advantage from having provided consulting Assignment/ job related to the Assignment/ job in question and which is not defined as conflict of interest as per the RFP, the Employer shall make available together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

7. Proposal

Bidders will submit only one proposal.

8. Proposal Validity

The Data Sheet to bidder indicates how long Bidders' Proposals must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged.

9. Preparation of Proposals

- 9.1 The Proposal as well as all related correspondence exchanged by the Bidders and the Employer, shall be written in English language, unless specified otherwise.
- 9.2 In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 9.3 Depending on the nature of the Assignment/ job, Bidders are required to submit a Technical Proposal (TP) in forms provided in the RFP. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. Form Tech – I is a sample letter of technical proposal which is to be submitted along with the technical proposal.

9.4 Both the proposals shall be submitted online only.

- 9.5 A brief description of the bidder's organization to be provided in Form Tech-2. In the same Form, the bidder will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/ job, the outline should indicate the names of Professional staff who participated, duration of the Assignment/ job, contract amount, and Bidder's

Selection of Agency for Carrying out IEC activities in a Hariparwat Zone under SBM along with Collection of User Fee From Waste Generating Units In the Hariparwat Zone involvement. Information should be provided only for those Assignment/ jobs for which the Bidder was legally contracted by the Employer as a firm within a joint venture. Bidders should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.

9.6 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

9.7 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms. It shall list all costs associated with the Assignment/ Job. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10. Taxes

10.1 The Bidder shall fully familiarize themselves about the applicable taxes in accordance to taxation law applicable on such services. All taxes, shall be inclusive in the bided price.

11. Currency

11.1 Bidders must express the price of their Assignment/ job in India Rupees (₹) INR.

12. Earnest Money Deposit (EMD)

12.1 Earnest Money Deposit

- (a) The Applicant shall deposit an **Earnest Money Deposit (EMD) of Rupees Five Lakhs only** in accordance with the provisions of this RFP document. EMD is payable in the favour of Municipal Commissioner, Agra Nagar Nigam in the form of DD/ FDR/ Bank Guarantee issued from any Nationalized/Scheduled bank of India in favour of the ,Commissioner, Municipal Corporation, Agra.
- (b) Proposals not accompanied by EMD shall be rejected as non-responsive.
- (c) No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- (d) The EMD of the unsuccessful bidders would be returned within 30days after acceptance of LOA by the successful bidder.

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12.2 The EMD shall be forfeited by the Employer in the following events:

- (a) If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
- (b) If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- (c) If the bidder tries to influence the evaluation process.
- (d) If the First ranked bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the bidder).

13. Bid Document Fee

All bidders are required to pay **Rupees Five Thousand + 18% GST** online only as per their convenience, in the bank account of Municipal Commissioner, Agra.

Account No. 38120131718

Branch – Nagar Mahapalika, Agra

IFSC Code – SBIN0003707

The Bid Processing Fee is Non-Refundable. Non-submission of Bid Processing fee along with the Technical Proposal will be treated as non-responsive bid.

UTR No. of fees deposited will be mentioned in proposal submitted by Bidder.

14.Submission, Receipt and Opening of Proposal

- 14.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH, and FIN.
- 14.2 An authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- 14.3 Applicant (authorized signatory) shall submit its offer for preliminary qualification, technical and financial proposal e-procurement system. However, Tender Document Fees and Earnest Money Deposit (EMD) should be deposited as per details provided in the bid document. The bid document complete in all respect is to be submitted on or before the time of last date of submission of bid through e-procurement system. AGRA MUNICIPAL CORPORATION will not be responsible for delay in submission due to any reason.
- 14.4 Bidders who wish to participate in this proposal will have to register on e- procurement system of U.P. Govt. to participate in online proposals, bidders will have to procure Digital Signature Certificate. Bidders who already have a Valid Digital Certificate need not procure a new digital certificate. Before electronic submission of proposal, it should be ensured that all the proposal papers including conditions of contract are read, understood by the Applicant. The uploaded document of the bid shall contain no alteration, or additions, unless notified. In case, the bidder makes addition and/or correction, the

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provision written in the original document, read with the addendum or corrigendum issued shall prevail. However, scanned copy or proposals technical eligibility document and financial eligibility documents and all original papers related to Bank Guarantee, Power Attorney etc. should be uploaded with the technical bid. The Applicant shall provide all the information sought under this RFP document. The AGRA MUNICIPAL CORPORATION will evaluate only those Bids that are received in the required formats and complete in all respects.

- 14.5 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. Bidder shall submit their offer only in online electronic format both for technical and financial proposal and all documents should be digitally signed. However, scan/screenshot of transfer of Proposal fees, EMD and all original papers related to Bank guarantee, power of attorney etc. as mentioned in Table and should be uploaded along with the technical bid.

15.Proposal Evaluation

- 15.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
- 15.2 Evaluation of Technical Proposals: while evaluating the Technical Proposals employer shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- 15.3 The employer shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the bidder and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.
- 15.4 The employer will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

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- 15.5 After opening of financial proposals, appropriate selection method shall be applied to determine the bidder who will be declared winner and be eligible for award of the contract. The methods of selections are described in the RFP document. This selected bidder will then be invited for negotiations, if considered necessary.

16.Award of Contract

- 16.1 After completing negotiations, the Employer shall issue a Letter of Acceptance to the selected Bidder and promptly notify all other Bidders who have submitted proposals about the decision taken.
- 16.2 The bidders will sign the contract after fulfilling all the formalities/pre-conditions including Performance Guarantee as mentioned in the standard form of contract within the time period stipulated in COD.

17.Confidentiality

- 17.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.
- 17.2 The employer reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Employer to undertake such verification shall not relieve the Applicant of its obligation or liabilities here under nor will it affect any rights of the Employer here under.
- 17.3 The selection process shall be governed by and construed in accordance with the laws of India and Dist. Courts at Agra and High Court of Judicature at Allahabad shall have exclusive jurisdiction and all disputes arising under pursuant to and/or in connection with the Selection Process.

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18. Procedure for Detailed evaluation of technical qualifications

The firms will be shortlisted against the pre-qualification criteria. Those who qualify/fulfill these criteria shall be considered for technical evaluation.

S.No.	Particulars	Supporting Documents to be submitted
1.	Bid Document Fees (Rs. Five Thousand+18% GST)	Original DD/ receipt of online payment
2.	Earnest Money Deposit (Rs. Five Lakhs only)	Original DD/ receipt of online payment
3.	Annual average Turnover of minimum Rs.2.0 crores (Rupees Two Crore only) during the last 3financial years (2017-2018, 2018-19 & 2019-20).	Certified Turnover Certificate issued by CA of Last three financial years must be attached. Form Tech- C
4.	The bidder have a valid GSTIN certificate	Copy of GSTN Certificate
5.	The Bidder should not be blacklisted/ debarred from any municipal corporation or government organization and it should not be Terminated under any contract by Agra Municipal Corporation.	Form Tech – D
6.	Whether Power(s) of Attorney for signing the bid documents has been enclosed?	Form Tech – E
7.	Copy of Certificate of Incorporation; Partnership deed	Certificate issued from Authority
8.	Letter of Proposal Submission	Form Tech –A
9.	Detail of Bidder	Form Tech – B
10.	The bidder must have on its payroll at least 100 (hundred) staff (permanent) on their payroll or through contract as on date.	Certificate from bidder's statutory auditor/ company secretary/ HR Head for Number of permanent staff employed by them including their ESI/ PF details including registration no.

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19. The Evaluation Criteria/ Parameter:

The evaluation of Proposals satisfying minimum eligibility conditions as above shall be done. The Criteria, sub-criteria and point system for detailed evaluation shall be as follows:

Sr.	Evaluation parameter (Bidder should enclose certificate issued from Municipal corporation will be considered for evaluation in all the marking criteria) Note :- Self certification will not be considered for any marking criteria	M.M (100marks)
I.	Specific experience of the Bidder firm relevant to the assignment/ job in Municipal Corporation having min. 10Lac Population;	45 Marks
1.	Awareness activities (IEC) related to Swachh Bharat Mission (SBM) (Bidder should enclose satisfactory ongoing/ satisfactory completion certificate issued from Municipal corporation)	15 marks
	Equal 7 or more such satisfactory ongoing/completed projects	15 Marks
	Equal to 4 to 6 satisfactory ongoing/completed projects	10 Marks
	Equal to 1 to 3 projects satisfactory ongoing/completed projects	5 Marks
2.	Swachhata Sarvekshan 2021 Million + city category Ranking	15 Marks
	Bidder serving the city comes under Top 5	15 Marks
	Bidder serving the city comes under Top 10	10 Marks
	Bidder serving the city comes under Top 15	5 Marks
3.	IEC for Swachh Bharat Mission (SBM) Work Experience in ULBs	15 Marks
	3 or more ULBs	15 Marks
	2 ULBs	10 Marks
	1ULB	5 Marks
II.	Permanent Professional Staffs (Certificate issued from bidder's statutory auditor/ company secretary/ HR Head for Number of permanent professional staff employed by them including their ESI/ PF details with registration no.)	15 Marks
	More than 301 regular employees	15
	Equal to 201 to 300 regular employees	10
	Equal to 100 to 200 regular employees	5
III.	User Fee Collection Experience in a ULB having min. 10Lac Population (No. of work orders of user fee collection in combination with other activities shall also be considered)	20 Marks
	One Work Order, achieved more than 70% of the total target of collection	5 Marks
	Two Work Order, achieved more than 70% of the total target of collection	10 Marks
	Three Work Order, achieved more than 70% of the total target of collection	20 Marks
IV.	Proposed methodology and work plan in response to scope of work (Qualified bidders will be invited for a PowerPoint presentation on proposed methodology and work plan)	20 Marks
TOTAL MAXIMUM MARKS (I + II + III + IV)		100

Note:. The above marks are subject to meeting the criterion expectation of the authority, failing which authority may allocate less marks even.

The price bids of only those bidders who qualify technically (above 60 marks) will be considered for financial evaluation.

20. Project Background:

Agra Municipal Corporation (hereinafter referred to as “**Agra Nagar Nigam (ANN)**” or “the **Authority**”), is one of the major ULB of Uttar Pradesh which attract tourist across the world because of Taj Mahal. The existing population of the Agra local body is approx. 20Lacs having 100municipal wards, divided into 4 sanitary zones and spread in total **126.50Km²**. Now city’s urban jurisdictional area has further increased by 34km², which also now become responsibility of AMC to deliver waste management and sanitation services in those areas.

Since ULBs faces various new and second-generation issues related with health, sanitation, waste management which has to be addressed in time bound manner. Despite many efforts on the part of the government, target could not be achieved. One of the main reasons is lack of knowledge as well as awareness of scientific and environmentally sound waste management systems and techniques. Hence AMC plans an effective campaign to educate and popularize various environment friendly measures, create enabling environment to bring about an attitudinal and behavioral change.

Being a heritage and environmentally sensitive city, the **ULB is looking for a Agency for a period of one year** that will help in ensuring effective compliances w.r.t. above mentioned rules/ acts/ notifications but also contribute in building the city image as Green and Swachh (Hygiene) City, through rigorous public/ stakeholder consultation, undertaking IEC activities and undertaking various capacity building exercises besides other supporting activities related to Waste Management, Sanitation and Health/ Hygiene.

For ensuring sustainability of these waste management & sanitation services, services of External Agency to collect User Fees from all Waste Generating units in compliance with SWM Rules, 2016 From entire Municipal Corporation Jurisdiction area including the extended revenue area against SWM & Sanitation Services. The details of the areas from where the user fee is required to be collected from a Hariparwat Zone.

21.Objective:

- a) The main objective of this project is to achieve 100% door to door collection in a segregated form (Wet, Dry, Sanitary & Domestic Hazardous).
- b) Elimination of Dhalow Ghar
- c) To collect User Fee for door to door collection of waste from source.

22.Scope of Work

The Scope of work for Agency broadly includes the following:

- a) To ensure segregation (Wet, Dry, Sanitary, Domestic Hazardous) of solid waste at source as per the latest toolkit of Swachh Bharat Mission, CPHEEO norms 2016 and latest MoHUA guidelines
- b) Capacity Augmentation of Municipal Corporation field staff.
- c) To ensure maximum recovery of the user fee from the waste generating units as per the set milestones by AMC and to supplement the gaps of expenses incurred on delivering compliant services.
- d) Monitoring of Garbage Vulnerable Spots and Dhalaow Ghar to keep the area garbage free.
- e) Promotion of Decentralized waste treatment and promotion of 5 R (Refuse, Reduce, Reuse, Recycle and Recover) concept in allocated wards.
- f) Monitoring and Reporting to AMC about day-to-day door to door collection in segregated manner, cleaning and maintenance of transfer station, cleaning and maintenance of all the public and community toilets, urinals and sanitation work in the wards.
- g) To undertake thematic cleanliness drives as per the guideline of Swachh Bharat Mission (Urban) in all slum and residential areas, schools, main markets, bus stations, railway stations, parks, hospitals, restaurants and religious places of Agra.
- h) To ensure that the defaulters list is provided to AMC for initiating appropriate action in accordance with the Municipal acts.
- i) The non-audited waste generating units should also be brought to the notice of AMC for appropriate action.
- j) Promote and help ANN in monitoring of Primary collection and cleaning of entire ward area i.e. door to door collection in assign wards, collection and removal of road side waste dumps, collection and cleaning of waste bins, cleaning of drains and cleaning of entire ward area and back-lanes.
- k) Plan and run extensive drives and campaigns to make a plastic free city.
- l) Identify the existing rag pickers and submit a plan for inclusion of these rag pickers in formal system for their sustainable livelihood.

Other Condition:-

- a) All the deployed staff will be in Uniform and wearing ID card.
- b) To develop a UFC cell with help of AMC within its premise, where the team can come and report, the data can be managed, supervised & monitored.
- c) To ensure that the amount or fee collected in form of User Fee has to be deposited in the Escrow Account the same very day or the next day to avoid any risk. These details to be shared with Account Officer of AMC immediately, for their record purpose and conciliation at the time of financial audits, if so required.

23.To ensure other necessary legal compliances:

- a) The bidder needs to ensure all operations in an environmentally safe and hygiene manner. There should not be any action that is indicated as in-appropriate and negatively evaluated by the AMC.
- b) To maintain proper documents both in hard & soft form, which to be kept and updated regularly by the UFC team in the Office.
- c) The bidder shall at all times indemnify the AMC against all claims, damages or compensation under the provisions not just limited to below rules, acts & order, passed by any prescribed authority for rendering such services:
 - a. Environment Protection Act & Rules, made thereunder
 - b. Swachh Bharat Mission 2.0 Guidelines & Garbage Free City (Star Rating Protocol)
 - c. Payment of Wages Act, 1936
 - d. Employers Liability Act, 1938
 - e. The Workmen's Compensation Act, 1923
 - f. Industrial Dispute Act, 1947
 - g. Indian Factories Act, 1948
 - h. Motor Vehicle Act, 1988 & Emission Norms.
 - i. UP minimum wages rules/ orders (if any)
 - j. Any other law applicable and AMC support to that.

24. Integrating entire activities with ICCC of Smart City for effective monitoring, supervision & MIS:

- (a) It is the responsibility of the bidder to maintain a computerized central monitoring control room for all UFC operation & management.
- (b) The Successful Bidder shall ensure 100% attendance of UFC team (hereinafter referred to as manpower) and equipment/ tools at all the times and furnish performance MIS as per schedule directed by ANN.

25.USER FEE – Minimum Collection Limit:

The successful Bidder shall depute their experienced resources to maximize the UFC & ensure achievement of set threshold limit by AMC as under:

- a) Average collection efficiency 1 - 3months : Cooling Period
- b) Average collection efficiency 4 – 6months : 30% of the Targeted units
- c) Average collection efficiency 7 – 9months : 50% of the Targeted units
- d) Average collection efficiency 10 – 12months : Min 75% of the Targeted units

In case of failure in achieving the set target, AMC shall deduct the payment in the equal proportion (%) from the invoice raised by the successful bidder against the set threshold limit.

26.Payment terms

The payment shall be made as under for the bid proposed activities:

- a) Monthly payment based on after approval of submitted deliverables/ invoice to be raised on monthly basis.
- b) The payment will be released at the earliest by AMC after the vetting of Invoice by the ZO, ZSO & SFI.

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27. Time Schedule

The successful Bidder shall adhere to the below time schedule set out in the table below or as decided by the AMC for implementation of the project.

Sr. No.	Activity starting from date of award of contract	Time Schedule (Max)
A.	Issue of Letter of Intent to the Successful bidder	1day
B.	Submission of Performance Bank Guarantee	A+5 days
C.	Submission of ground assessment report	A+ 7 days
D.	Mobilization of the 25% UFC& IEC Team (as per Team Given Format) based on ground assessment report	A + 10days
E.	Mobilization of the 50% UFC& IEC Team (as per Team Given Format) based on ground assessment report	D + 10days
F.	Mobilization of the 75% UFC& IEC Team (as per Team Given Format) based on ground assessment report	E + 10days
G.	Mobilization of the 100% UFC& IEC Team (as per Team Given Format) based on ground assessment report	F + 10days
H.	Setting up of Office within the AMC Premise with all necessary tools, equipment & IT gadgets required for effective UFC operation	A + 30days
<ul style="list-style-type: none"> ▪ AMC will validate the achievement of above Schedule by the bidder. ▪ On account of failure in achieving the said time schedule compliance, @5% of the penalty shall be imposed by AMC, which shall be recovered from very first Invoice of the bidder. 		

28. Minimum Team Composition & Qualifications for the IEC/ Awareness/ User fee Collection activities:

Zonal Head – 1 Resource
Ward supervisor and user fee collector – 25 Resources
Community Mobilizers – 100 Resources
Bidder has to ensure to deploy sufficient no. of staffs, based on Door-to-Door Vehicle Movement .
One (1) Community Mobilizer in each vehicle has to be deployed. (This person will move along with the Vehicle deployed by D2D operator for waste collection. This Vehicle could be a Mini Tipper).

29.Reporting

The selected Agency has to report daily to AMC about the progress on the project as described in the Scope of Work as and when desired by AMC and updated report in the approved format to be submitted .Bidder has to submit the monthly progress report to AMC, in one (1) hard copy and two (2) soft copies on pen drive.

30.Penalty

- a) If the bidder fails to achieve the indicated milestones/ deadline then penalty shall be imposed against the given deliverables based on the recommendation of the ZO/ZSO/SFI to AMC. This amount shall be deducted from the invoice raised by the Bidder against the said deliverables.
- b) If the bidder fails to deliver the quantified deliverables, stipulated above, a penalty shall be imposed of the defaulted monthly invoiced value. This amount shall be deducted from the invoice raised by the Bidder in next subsequent month.

S.No.	Description	Penalty
1.	The successful bidder fails to deploy the team as per the time schedule on field, in accordance with the RFP conditions from the date of receiving the LoI and satisfaction of the AMC officials.	@ 1% per week from the total performance bank guarantee amount shall be deducted from the fore coming bill of the successful bidder.
2.	Non-Segregated waste collection	Rs.500/- per Vehicle per day.
3.	Identification of OD spot	Rs.100/- per spot per day (Human Being & Animals)
4.	Identification of GVP	Rs.500 /- per Point per day.
5.	Any legal non- compliance noticed by AMC officials Non performance of activities as per contract agreement for a day	Rs. 1000/- per non compliance as identified by the AMC officials, apart from the above indicated penalty points.

31. Termination Clause

Termination clause on the bidder will be applied accordingly mentioned below:-

- a) If the UFC target continues to remain below 50% consecutively for 6 months, the bidder's contract is liable for termination subject to recommendation from AMC officers and staff . In between notices shall be served to bidder for performance improvement
- b) ANN without prejudice to any other remedy for breach of contract, by notice of default sent to the agency, may terminate the contract in whole or part.
- c) If the agency fails to deliver any or all the services mentioned in scope of work within the time period specified in the contract or within extension thereof granted by ANN.
- d) ANN may terminate the contract in whole or part. The Authority may not less than 15 days written notice of termination to the bidder, such notice will be issued after the occurrence of events specified for the termination of this agreement.
- e) If the bidder fails to perform any other obligation under the contract.
- f) If the bidder, in the judgment of ANN, has engaged in corrupt or fraudulent practices while executing the project.
- g) Any document or information submitted by the bidder in its proposal, based on which the agency was considered eligible or successful is found to be false, incorrect or misleading.
- h) ANN may terminate the contract in whole or in part after giving a written notice of termination to the agency with notice period of 30 days. Such notice can be given after the occurrence of the any of the events specified in the termination clause.

Technical Proposal – Standard Forms

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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:

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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	:	

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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					
<p>Certificate from the Statutory Auditor</p> <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

Letter for Blacklisting

[Location, Date]

To,

[Name and address of Employer]

Subject: Letter of Declaration for not have been Blacklisted/ Debarred from any Municipal corporation or Government organization and 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/ terminated from Agra Municipal Corporation of contract except for reasons of convenience of employer by any Government/ Government board/ Corporation/ Company/ Statutory Body/ PSU Company/ Non-Government/ Government of any sovereign countries/ Private agencies and Funding Agencies in the last 5years. 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 - E

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 **“Project Tittle”**.

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

.....

(Signature, name, designation and address)

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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.

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FORM TECH – F

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

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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]

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Designation

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

Financial Proposal – Standard Form

Selection of Agency for Carrying out IEC activities in a Hariparwat Zone under SBM along with Collection of User Fee From
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FORM -FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

Financial Proposal Submission Form Format

(To be submitted online only)

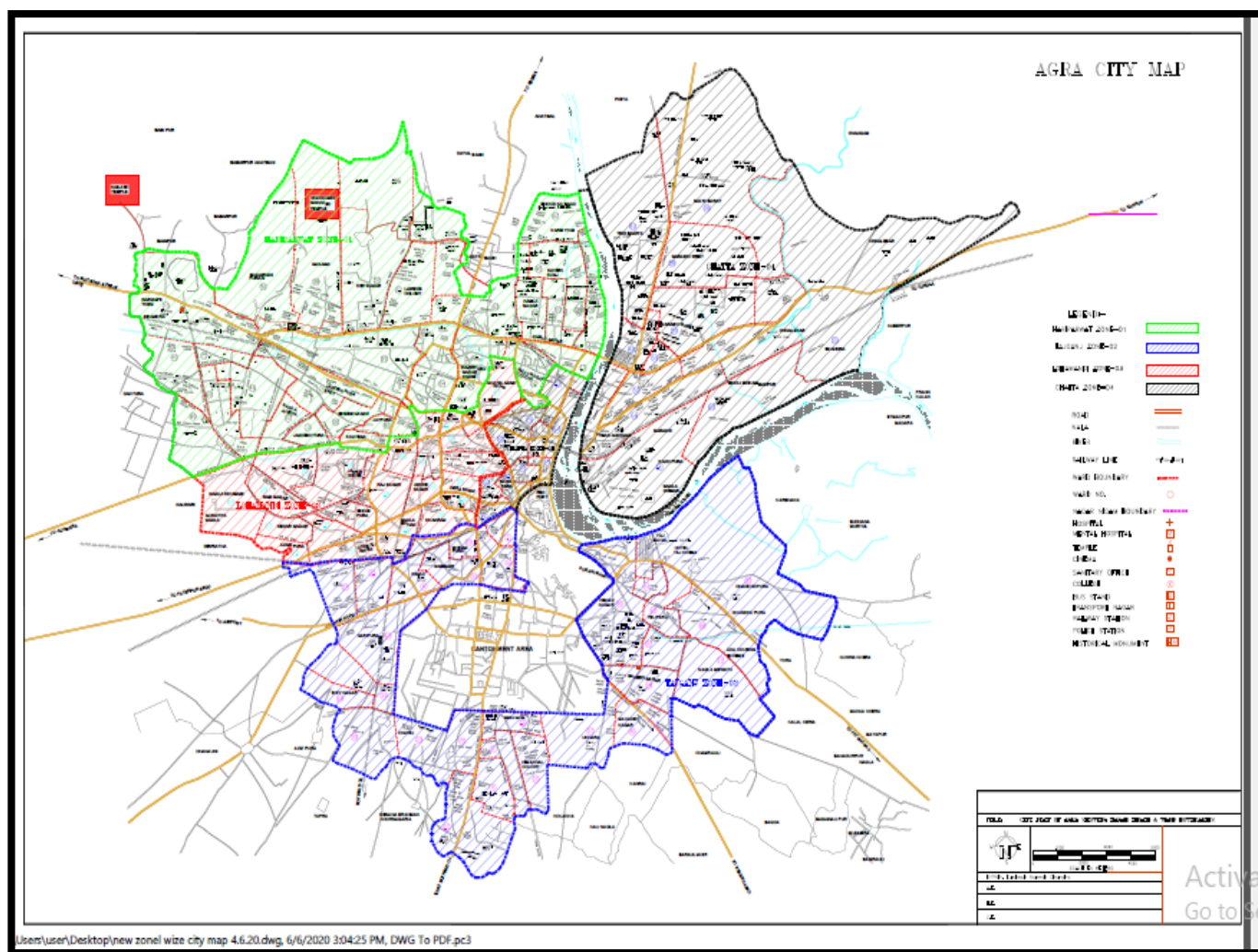
Tender Inviting Authority: Agra Nagar Nigam, Agra						
Name of Work: Selection of Agency for Carrying out IEC Activities in Hariparwat Zone Under SBM Along with Collection of User Fee from Waste Generating Units in the Hariparwat Zone						
Name of the Bidder/ Bidding Firm / Company :						
<u>PRICE SCHEDULE</u> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Item Description	Quant ity	Unit	Estimated Rate in Rs. P BASIC RATE including all taxes In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUN T including all taxes in Rs. P	TOTAL AMOUN T In Words
1.	Community Mobilizer (Rate inclusive of EPF / ESI)	100	Nos		0.00	INR Zero Only
2.	Ward supervisor and user fee collector (Rate inclusive of EPF/ESI)	25	Nos		0.00	INR Zero Only
3.	Zonal Head (Rate inclusive of EPF/ESI)	1	Nos		0.00	INR Zero Only

Selection of Agency for Carrying out IEC activities in a Hariparwat Zone under SBM along with Collection of User Fee From
Waste Generating Units In the Hariparwat Zone

Selection of Agency for Carrying out IEC activities in a Hariparwat Zone under SBM along with Collection of User Fee From Waste Generating Units In the Hariparwat Zone

ANNEXURE – 1

AGRA CITY MAP



ANNEXURE- 2

Quality Cost Based System Selection Formula Applied

STAGE 1: TECHNICAL BIDS EVALUATION

Bidder details	Technical Obtained	Mark
Bidder1	92	
Bidder2	85	
Bidder3	55	
Bidder4	75	

QCBS Grading System

Grade	Range	Marks
Outstanding	91-100	100
Excellent	81-90	90
Very Good	71-80	80
Good	61-70	70
Very Fair	51-60	60
Fair	41-50	50
Average	31-40	40
Below Average	21-30	30
Poor	11-20	20
Very Poor	1-10	10
Zero	0	0

Selection of Agency for Carrying out IEC activities in a Hariparwat Zone under SBM along with Collection of User Fee From Waste Generating Units In the Hariparwat Zone

STAGE 2: Conversion of Technical Marks to Technical Score

Bidder details	Technical Score based on Grading System
Bidder1	100
Bidder2	90
Bidder3	Rejected *
Bidder4	80

*Since the eligible technical score should be 60 & above, bidder 3 is rejected

STAGE 3: FINANCIAL BID EVALUATION

Bidder details	Financial Bid Amount
Bidder1	1,30,000
Bidder2	1,20,000
Bidder4	1,00,000

Stage 4: Conversion of financial bid amount to score

Bidder Details	Financial Bid Amount	Financial Score (LFB/F*100)
Bidder1	1,30,000	$100000/130000*100=76.92$
Bidder2	1,20,000	$100000/120000*100= 83.33$
Bidder4	1,00,000	100

LFB = Lowest Financial Bid, F = Quoted Amount

Selection of Agency for Carrying out IEC activities in a Hariparwat Zone under SBM along with Collection of User Fee From
Waste Generating Units In the Hariparwat Zone
Consolidated Technical & Financial Score

Bidder Details	Technical Score	Financial Score
Bidder 1	100	76.92
Bidder 2	90	83.33
Bidder 4	80	100

Stage 5: Combined Technical and Financial Score (CTFS) With Weightage 60:40

Bidder Details	Applying weights for the Technical Score & Financial Score	CTFS	Rank of the Bidder
Bidder1	$100*(70/100) + 76.92*(30/100)$	93.07 (70+23.7)	H1
Bidder2	$90*(70/100) + 83.33*(30/100)$	87.99 (63+24.99)	H2
Bidder4	$80*(70/100) + 100*(30/100)$	86 (56+30)	H3

As per the above table Bidder1 having scored highest is hereby successful Bidder

Selection of Agency for Carrying out IEC activities in a Lohamandi Zone under SBM along with Collection of User Fee From Waste Generating Units In the Lohamandi Zone



Agra Municipal Corporation Invites Request for Proposal *For*

**Selection of Agency for Carrying out IEC Activities in Lohamandi Zone Under SBM Along
with Collection of User Fee from Waste Generating Units in the Lohamandi Zone**

DECEMBER - 2021

AGRA MUNICIPAL CORPORATION

MG Road, Sursadan Crossing, Agra – 282 002

Email: amcagra1@gmail.com

Phone No.: 0562 – 285 0670

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 Municipal Corporation (hereafter referred to as “AGRA MUNICIPAL CORPORATION”) 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 AGRA MUNICIPAL CORPORATION, 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 AGRA MUNICIPAL CORPORATION, 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 AGRA MUNICIPAL CORPORATION accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The AGRA MUNICIPAL CORPORATION, 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.

Agra Municipal Corporation 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. Agra Municipal Corporation 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 Agra Municipal Corporation is not bound to select an Applicant or to appoint the selected Applicant or Concessionaire, as the case may be, for the Project and the Agra Municipal Corporation reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

Selection of Agency for Carrying out IEC activities in a Lohamandi Zone under SBM along with Collection of User Fee From
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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 Agra Municipal Corporation 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 Agra Municipal Corporation 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.

Selection of Agency for Carrying out IEC activities in a Lohamandi Zone under SBM along with Collection of User Fee From
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DATA SHEET

S.No.	Particulars	Details																		
1.	Name of the Employer:	AGRA MUNICIPAL CORPORATION																		
2.	Name of the Assignment/ job:	Selection of Agency for Carrying out IEC Activities in a Lohamandi Zone Under SBM Along with Collection of User Fee from Waste Generating Units in the Lohamandi Zone.																		
3.	Bid document fee	Demand draft of Rs. Five Thousand +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.	Bid security	Rs. Five Lakhs Only in the form of DD/FDR/ BG 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.	Proposal validity	120 days from the last date of submission of bid																		
6.	Mode of submission of the bid	Online																		
7.	Downloading bid documents from	etender.up.nic.in																		
8.	Schedule of bidding process	<table> <tr> <th>S.No.</th><th>Event Description</th><th>Estimated date</th></tr> <tr> <td>a)</td><td>Sell of bid/RFP document</td><td>24/12/2021</td></tr> <tr> <td>b)</td><td>Pre-Bid Meeting</td><td>28/12/2021</td></tr> <tr> <td>c)</td><td>Bid Submission due date</td><td>05/01/2022 till 12PM</td></tr> <tr> <td>d)</td><td>Opening of the Bid document</td><td>05/01/2022 at 2PM</td></tr> <tr> <td>e)</td><td>Opening of financial bid</td><td>To be decided later</td></tr> </table>	S.No.	Event Description	Estimated date	a)	Sell of bid/RFP document	24/12/2021	b)	Pre-Bid Meeting	28/12/2021	c)	Bid Submission due date	05/01/2022 till 12PM	d)	Opening of the Bid document	05/01/2022 at 2PM	e)	Opening of financial bid	To be decided later
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e)	Opening of financial bid	To be decided later																		
9	The Employer's representative	Executive Engineer & SBM Nodal Officer																		

Selection of Agency for Carrying out IEC activities in a Lohamandi Zone under SBM along with Collection of User Fee From Waste Generating Units In the Lohamandi Zone

	is:	
	Address:	Agra Municipal Corporation
	E-mail:	amcagra1@gmail.com
10	Project Duration	One year, subject to satisfactory delivery of services.
12	Performance Bank Guarantee	10% of the Annual project value and this to be submitted post award of the contract, as per the given time schedule.
14	Undertaking the work	As mentioned below in Table of Time Schedule
15	For seeking any clarity/ assistance	For any technical assistance or clarity please feel free to write or call directly to Nodal officer SBM Nagar Nigam, Agra. Contact No.: +91-9319406016 or Email: amcagra1@gmail.com
16	Method of Selection	QCBS Method i.e., Quality Cost Based Selection. The bidder who technically qualify (achieve min. 60% marks & above) financial bids shall be opened. 60% of the Weightage from the technical marks shall be considered for further evaluation. The financial bid shall be opened of technically qualified bidder. The one whose financial rates quotes are found least will be rated max. i.e., 100% out of this 40% Weightage shall be considered for further evaluation. Post clubbing both Technical and financial Weightage, the one who achieves maximum/ highest marks i.e., H-1, amongst the technically qualified bidders, shall be considered as successful bidder & will be invited for negotiation. Formula of the QCBS evaluation is placed as Annexure-2 .
17	Currency	Bidders must express the price of their Assignment/ job in India Rupees (₹).
18	Taxes	The bidder has to quote the financial excluding all taxes.

Note:

Tender Document and other details shall be available on: - Website- <http://etender.up.nic.in> / AMC Website: <https://nagarnigamagra.com/>

Amendment to NIT, if any would be published only on website <http://etender.up.nic.in>

PART - A

1. Standard Definitions

- (a) “Addendum” means the clarification issued against the bidder’s query placed before the employer in writing before or during the pre-bid meeting. It may be release in form of addendum or corrigendum.
- (b) “Agency” means a Firm registered under Company’s Act 2013, Partnership firm, Not for Profit Organization (NGO), Self Help Group (SHG) or a Proprietorship firm, providing services under Waste Management, Capacity Building, Health Hygiene, Awareness, Sanitation etc.
- (c) “Authority” here refers with Agra Municipal Corporation or Agra Nagar Nigam (AMC/ ANN)
- (d) “Bidder” means any entity or person or associations of person or organization who have been requested to submit their proposals that may provide or provides the Services to the Employer under the Contract.
- (e) “Bulk Waste Generator” means and includes buildings occupied by the Central government departments or undertakings, State government departments or undertakings, local bodies, public sector undertakings or private companies, hospitals, nursing homes, schools, colleges, universities, other educational institutions, hostels, hotels, commercial establishments, markets, places of worship, stadia and sports complexes having an average waste generation rate exceeding 100kg per day or any facility having 5000m² covered area;
- (f) “Day” means calendar day.
- (g) “Employer” means the AGRA MUNICIPAL CORPORATION who have invited the bids for the services and/ or with which the selected Bidder signs the Contract for the Services and to which the selected bidder shall provide services as per the terms and conditions and TOR of the contract.
- (h) “Government” means the Government of India/State/Local Government here it refers to AGRA MUNICIPAL CORPORATION.
- (i) “Instructions to Bidders” means the document which provides Bidders with all information needed to prepare their proposals.
- (j) “INR” means Indian Currency (Rupee).
- (k) “LOI” means the Letter of Intent being sent by the Employer to the bidders.
- (l) “Personnel” means professionals and support staff provided by the Bidder or by any Sub-Bidder and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
- (m) “Proposal” means the Technical Proposal and the Financial Proposal.

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- (n) “Project information” means information to Bidders for project planning and financial analysis.
- (o) “RFP” means the Request for Proposal prepared by the Employer for the selection of Bidders, based on the SRFP.
- (p) “SRFP” means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
- (q) “Job” means the work to be performed by the Bidder pursuant to the Contract.
- (r) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Bidder, and expected results and deliverables of the Assignment/ job.
- (s) “AMC” means Agra Municipal Corporation.
- (t) “ULB” means Urban Local Body

2. Introduction

- 2.1 The Employer will select the Bidder meeting basic eligibility criteria as mentioned in document and in accordance with the method of selection specified in the document.
- 2.2 Detailed scope of the assignment/ job has been described in the document.
- 2.3 The date, time and address for submission of the proposals has been given.
- 2.4 The Bidders are invited to submit their Proposal, for Assignment/ job named. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidder.
- 2.5 Bidders should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/ Job and Local conditions, the bidder may refer project information section of this document or approach the authority as desired, before the bid submission date.
- 2.6 The Employer will provide at no cost to the Bidders the inputs and facilities specified in the document, assist the bidders in obtaining licenses and permits needed to carry out the Assignment/ Job, and make available relevant project data and reports.
- 2.7 Bidders shall bear all costs associated with the preparation and submission of their proposals. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

3. Eligibility of Association of bidders

JV/ Consortium is not allowed.

4. Clarification and Amendment of RFP Documents

- 4.1 Bidders may request a clarification on any clause of the RFP documents on or before the pre-bid meeting only. Any request for clarification must be sent by standard electronic means to the Employer's email address indicated.
- 4.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an corrigendum/addendum by standard electronic means. The addendum shall be uploaded on the same portal and will be available to all the bidders. To give Bidders reasonable time in which to take an amendment

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into account in their Proposals the Employer may give time, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

5.1 Employer requires that Bidders provide professional, objective, and impartial advice and at all times hold the Employer's interest's paramount, strictly avoid conflicts with other Assignment/ jobs or their own corporate interests and act without any consideration for future work.

5.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- a) Conflicting activities: firm that has been engaged by the Employer to provide goods, works or Assignment/ job other than Assignment/ job for a project, and any of its affiliates, shall be disqualified from providing Assignment/ job related to those goods, works or Assignment/ job. Conversely, a firm hired to provide Assignment/ job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/ job other than Assignment/ job resulting from or directly related to the firm's Assignment/ job for such preparation or implementation. For the purpose of this paragraph, Assignment/ job other than consulting Assignment/ job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- b) Conflicting Assignment/ job: A shall not be hired for any Assignment/ job that, by its nature, may be in conflict with another Assignment/ job of the Bidder to be executed for the same or for another Employer. For example, a Bidder assisting an Employer in the privatization of public assets shall not purchase, nor advice purchasers of, such Assets, similarly, a Bidder hired to prepare Terms of Reference for assignment/ job shall not be hired for the Assignment/ job in question.
- c) Conflicting relationships: A Bidder that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/ job, (ii) the selection process for such Assignment/ job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

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- 5.2.1 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the bidder fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

6. Unfair Advantage

If a Bidder could derive a competitive advantage from having provided consulting Assignment/ job related to the Assignment/ job in question and which is not defined as conflict of interest as per the RFP, the Employer shall make available together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

7. Proposal

Bidders will submit only one proposal.

8. Proposal Validity

The Data Sheet to bidder indicates how long Bidders' Proposals must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged.

9. Preparation of Proposals

- 9.1 The Proposal as well as all related correspondence exchanged by the Bidders and the Employer, shall be written in English language, unless specified otherwise.
- 9.2 In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 9.3 Depending on the nature of the Assignment/ job, Bidders are required to submit a Technical Proposal (TP) in forms provided in the RFP. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. Form Tech – I is a sample letter of technical proposal which is to be submitted along with the technical proposal.

9.4 Both the proposals shall be submitted online only.

- 9.5 A brief description of the bidder's organization to be provided in Form Tech-2. In the same Form, the bidder will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/ job, the outline should indicate the names of Professional staff who participated, duration of the Assignment/ job, contract amount, and Bidder's

Selection of Agency for Carrying out IEC activities in a Lohamandi Zone under SBM along with Collection of User Fee From Waste Generating Units In the Lohamandi Zone involvement. Information should be provided only for those Assignment/ jobs for which the Bidder was legally contracted by the Employer as a firm within a joint venture. Bidders should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.

9.6 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

9.7 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms. It shall list all costs associated with the Assignment/ Job. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10. Taxes

10.1 The Bidder shall fully familiarize themselves about the applicable taxes in accordance to taxation law applicable on such services. All taxes, shall be inclusive in the bided price.

11. Currency

11.1 Bidders must express the price of their Assignment/ job in India Rupees (₹) INR.

12. Earnest Money Deposit (EMD)

12.1 Earnest Money Deposit

- (a) The Applicant shall deposit an **Earnest Money Deposit (EMD) of Rupees Five Lakhs only** in accordance with the provisions of this RFP document. EMD is payable in the favour of Municipal Commissioner, Agra Nagar Nigam in the form of DD/ FDR/ Bank Guarantee issued from any Nationalized/Scheduled bank of India in favour of the ,Commissioner, Municipal Corporation, Agra.
- (b) Proposals not accompanied by EMD shall be rejected as non-responsive.
- (c) No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- (d) The EMD of the unsuccessful bidders would be returned within 30days after acceptance of LOA by the successful bidder.

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12.2 The EMD shall be forfeited by the Employer in the following events:

- (a) If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
- (b) If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- (c) If the bidder tries to influence the evaluation process.
- (d) If the First ranked bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the bidder).

13. Bid Document Fee

All bidders are required to pay **Rupees Five Thousand + 18% GST** online only as per their convenience, in the bank account of Municipal Commissioner, Agra.

Account No. 38120131718

Branch – Nagar Mahapalika, Agra

IFSC Code – SBIN0003707

The Bid Processing Fee is Non-Refundable. Non-submission of Bid Processing fee along with the Technical Proposal will be treated as non-responsive bid.

UTR No. of fees deposited will be mentioned in proposal submitted by Bidder.

14. Submission, Receipt and Opening of Proposal

- 14.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH, and FIN.
- 14.2 An authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- 14.3 Applicant (authorized signatory) shall submit its offer for preliminary qualification, technical and financial proposal e-procurement system. However, Tender Document Fees and Earnest Money Deposit (EMD) should be deposited as per details provided in the bid document. The bid document complete in all respect is to be submitted on or before the time of last date of submission of bid through e-procurement system. AGRA MUNICIPAL CORPORATION will not be responsible for delay in submission due to any reason.
- 14.4 Bidders who wish to participate in this proposal will have to register on e-procurement system of U.P. Govt. to participate in online proposals, bidders will have to procure Digital Signature Certificate. Bidders who already have a Valid Digital Certificate need not procure a new digital certificate. Before electronic submission of proposal, it should be ensured that all the proposal papers including conditions of contract are read, understood by the Applicant. The uploaded document of the bid shall contain no alteration, or additions, unless notified. In case, the bidder makes addition and/or correction, the

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provision written in the original document, read with the addendum or corrigendum issued shall prevail. However, scanned copy or proposals technical eligibility document and financial eligibility documents and all original papers related to Bank Guarantee, Power Attorney etc. should be uploaded with the technical bid. The Applicant shall provide all the information sought under this RFP document. The AGRA MUNICIPAL CORPORATION will evaluate only those Bids that are received in the required formats and complete in all respects.

- 14.5 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. Bidder shall submit their offer only in online electronic format both for technical and financial proposal and all documents should be digitally signed. However, scan/screenshot of transfer of Proposal fees, EMD and all original papers related to Bank guarantee, power of attorney etc. as mentioned in Table and should be uploaded along with the technical bid.

15. Proposal Evaluation

- 15.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
- 15.2 Evaluation of Technical Proposals: while evaluating the Technical Proposals employer shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- 15.3 The employer shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the bidder and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.
- 15.4 The employer will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

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- 15.5 After opening of financial proposals, appropriate selection method shall be applied to determine the bidder who will be declared winner and be eligible for award of the contract. The methods of selections are described in the RFP document. This selected bidder will then be invited for negotiations, if considered necessary.

16.Award of Contract

- 16.1 After completing negotiations, the Employer shall issue a Letter of Acceptance to the selected Bidder and promptly notify all other Bidders who have submitted proposals about the decision taken.
- 16.2 The bidders will sign the contract after fulfilling all the formalities/pre-conditions including Performance Guarantee as mentioned in the standard form of contract within the time period stipulated in COD.

17.Confidentiality

- 17.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.
- 17.2 The employer reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Employer to undertake such verification shall not relieve the Applicant of its obligation or liabilities here under nor will it affect any rights of the Employer here under.
- 17.3 The selection process shall be governed by and construed in accordance with the laws of India and Dist. Courts at Agra and High Court of Judicature at Allahabad shall have exclusive jurisdiction and all disputes arising under pursuant to and/or in connection with the Selection Process.

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18. Procedure for Detailed evaluation of technical qualifications

The firms will be shortlisted against the pre-qualification criteria. Those who qualify/fulfill these criteria shall be considered for technical evaluation.

S.No.	Particulars	Supporting Documents to be submitted
1.	Bid Document Fees (Rs. Five Thousand+18% GST)	Original DD/ receipt of online payment
2.	Earnest Money Deposit (Rs. Five Lakhs only)	Original DD/ receipt of online payment
3.	Annual average Turnover of minimum Rs.2.0 crores (Rupees Two Crore only) during the last 3financial years (2017-2018, 2018-19 & 2019-20).	Certified Turnover Certificate issued by CA of Last three financial years must be attached. Form Tech- C
4.	The bidder have a valid GSTIN certificate	Copy of GSTN Certificate
5.	The Bidder should not be blacklisted/ debarred from any municipal corporation or government organization and it should not be Terminated under any contract by Agra Municipal Corporation.	Form Tech – D
6.	Whether Power(s) of Attorney for signing the bid documents has been enclosed?	Form Tech – E
7.	Copy of Certificate of Incorporation; Partnership deed	Certificate issued from Authority
8.	Letter of Proposal Submission	Form Tech –A
9.	Detail of Bidder	Form Tech – B
10.	The bidder must have on its payroll at least 100 (hundred) staff (permanent) on their payroll or through contract as on date.	Certificate from bidder's statutory auditor/ company secretary/ HR Head for Number of permanent staff employed by them including their ESI/ PF details including registration no.

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19. The Evaluation Criteria/ Parameter:

The evaluation of Proposals satisfying minimum eligibility conditions as above shall be done. The Criteria, sub-criteria and point system for detailed evaluation shall be as follows:

Sr.	Evaluation parameter (Bidder should enclose certificate issued from Municipal corporation will be considered for evaluation in all the marking criteria) Note :- Self certification will not be considered for any marking criteria	M.M (100marks)
I.	Specific experience of the Bidder firm relevant to the assignment/ job in Municipal Corporation having min. 10Lac Population;	45 Marks
1.	Awareness activities (IEC) related to Swachh Bharat Mission (SBM) (Bidder should enclose satisfactory ongoing/ satisfactory completion certificate issued from Municipal corporation)	15 marks
	Equal 7 or more such satisfactory ongoing/completed projects	15 Marks
	Equal to 4 to 6 satisfactory ongoing/completed projects	10 Marks
	Equal to 1 to 3 projects satisfactory ongoing/completed projects	5 Marks
2.	Swachhata Sarvekshan 2021 Million + city category Ranking	15 Marks
	Bidder serving the city comes under Top 5	15 Marks
	Bidder serving the city comes under Top 10	10 Marks
	Bidder serving the city comes under Top 15	5 Marks
3.	IEC for Swachh Bharat Mission (SBM) Work Experience in ULBs	15 Marks
	3 or more ULBs	15 Marks
	2 ULBs	10 Marks
	1ULB	5 Marks
II.	Permanent Professional Staffs (Certificate issued from bidder's statutory auditor/ company secretary/ HR Head for Number of permanent professional staff employed by them including their ESI/ PF details with registration no.)	15 Marks
	More than 301 regular employees	15
	Equal to 201 to 300 regular employees	10
	Equal to 100 to 200 regular employees	5
III.	User Fee Collection Experience in a ULB having min. 10Lac Population (No. of work orders of user fee collection in combination with other activities shall also be considered)	20 Marks
	One Work Order, achieved more than 70% of the total target of collection	5 Marks
	Two Work Order, achieved more than 70% of the total target of collection	10 Marks
	Three Work Order, achieved more than 70% of the total target of collection	20 Marks
IV.	Proposed methodology and work plan in response to scope of work (Qualified bidders will be invited for a PowerPoint presentation on proposed methodology and work plan)	20 Marks
TOTAL MAXIMUM MARKS (I + II + III + IV)		100

Note:. The above marks are subject to meeting the criterion expectation of the authority, failing which authority may allocate less marks even.

The price bids of only those bidders who qualify technically (above 60 marks) will be considered for financial evaluation.

20. Project Background:

Agra Municipal Corporation (hereinafter referred to as “**Agra Nagar Nigam (ANN)**” or “the **Authority**”), is one of the major ULB of Uttar Pradesh which attract tourist across the world because of Taj Mahal. The existing population of the Agra local body is approx. 20Lacs having 100municipal wards, divided into 4 sanitary zones and spread in total **126.50Km²**. Now city’s urban jurisdictional area has further increased by 34km², which also now become responsibility of AMC to deliver waste management and sanitation services in those areas.

Since ULBs faces various new and second-generation issues related with health, sanitation, waste management which has to be addressed in time bound manner. Despite many efforts on the part of the government, target could not be achieved. One of the main reasons is lack of knowledge as well as awareness of scientific and environmentally sound waste management systems and techniques. Hence AMC plans an effective campaign to educate and popularize various environment friendly measures, create enabling environment to bring about an attitudinal and behavioral change.

Being a heritage and environmentally sensitive city, the **ULB is looking for a Agency for a period of one year** that will help in ensuring effective compliances w.r.t. above mentioned rules/ acts/ notifications but also contribute in building the city image as Green and Swachh (Hygiene) City, through rigorous public/ stakeholder consultation, undertaking IEC activities and undertaking various capacity building exercises besides other supporting activities related to Waste Management, Sanitation and Health/ Hygiene.

For ensuring sustainability of these waste management & sanitation services, services of External Agency to collect User Fees from all Waste Generating units in compliance with SWM Rules, 2016 From entire Municipal Corporation Jurisdiction area including the extended revenue area against SWM & Sanitation Services. The details of the areas from where the user fee is required to be collected from a Lohamandi Zone.

21.Objective:

- a) The main objective of this project is to achieve 100% door to door collection in a segregated form (Wet, Dry, Sanitary & Domestic Hazardous).
- b) Elimination of Dhalow Ghar
- c) To collect User Fee for door to door collection of waste from source.

22.Scope of Work

The Scope of work for Agency broadly includes the following:

- a) To ensure segregation (Wet, Dry, Sanitary, Domestic Hazardous) of solid waste at source as per the latest toolkit of Swachh Bharat Mission, CPHEEO norms 2016 and latest MoHUA guidelines
- b) Capacity Augmentation of Municipal Corporation field staff.
- c) To ensure maximum recovery of the user fee from the waste generating units as per the set milestones by AMC and to supplement the gaps of expenses incurred on delivering compliant services.
- d) Monitoring of Garbage Vulnerable Spots and Dhalow Ghar to keep the area garbage free.
- e) Promotion of Decentralized waste treatment and promotion of 5 R (Refuse, Reduce, Reuse, Recycle and Recover) concept in allocated wards.
- f) Monitoring and Reporting to AMC about day-to-day door to door collection in segregated manner, cleaning and maintenance of transfer station, cleaning and maintenance of all the public and community toilets, urinals and sanitation work in the wards.
- g) To undertake thematic cleanliness drives as per the guideline of Swachh Bharat Mission (Urban) in all slum and residential areas, schools, main markets, bus stations, railway stations, parks, hospitals, restaurants and religious places of Agra.
- h) To ensure that the defaulters list is provided to AMC for initiating appropriate action in accordance with the Municipal acts.
- i) The non-audited waste generating units should also be brought to the notice of AMC for appropriate action.
- j) Promote and help ANN in monitoring of Primary collection and cleaning of entire ward area i.e. door to door collection in assign wards, collection and removal of road side waste dumps, collection and cleaning of waste bins, cleaning of drains and cleaning of entire ward area and back-lanes.
- k) Plan and run extensive drives and campaigns to make a plastic free city.
- l) Identify the existing rag pickers and submit a plan for inclusion of these rag pickers in formal system for their sustainable livelihood.

Other Condition:-

- a) All the deployed staff will be in Uniform and wearing ID card.
- b) To develop a UFC cell with help of AMC within its premise, where the team can come and report, the data can be managed, supervised & monitored.
- c) To ensure that the amount or fee collected in form of User Fee has to be deposited in the Escrow Account the same very day or the next day to avoid any risk. These details to be shared with Account Officer of AMC immediately, for their record purpose and conciliation at the time of financial audits, if so required.

23.To ensure other necessary legal compliances:

- a) The bidder needs to ensure all operations in an environmentally safe and hygiene manner. There should not be any action that is indicated as in-appropriate and negatively evaluated by the AMC.
- b) To maintain proper documents both in hard & soft form, which to be kept and updated regularly by the UFC team in the Office.
- c) The bidder shall at all times indemnify the AMC against all claims, damages or compensation under the provisions not just limited to below rules, acts & order, passed by any prescribed authority for rendering such services:
 - a. Environment Protection Act & Rules, made thereunder
 - b. Swachh Bharat Mission 2.0 Guidelines & Garbage Free City (Star Rating Protocol)
 - c. Payment of Wages Act, 1936
 - d. Employers Liability Act, 1938
 - e. The Workmen's Compensation Act, 1923
 - f. Industrial Dispute Act, 1947
 - g. Indian Factories Act, 1948
 - h. Motor Vehicle Act, 1988 & Emission Norms.
 - i. UP minimum wages rules/ orders (if any)
 - j. Any other law applicable and AMC support to that.

24. Integrating entire activities with ICCC of Smart City for effective monitoring, supervision & MIS:

- (a) It is the responsibility of the bidder to maintain a computerized central monitoring control room for all UFC operation & management.
- (b) The Successful Bidder shall ensure 100% attendance of UFC team (hereinafter referred to as manpower) and equipment/ tools at all the times and furnish performance MIS as per schedule directed by ANN.

25.USER FEE – Minimum Collection Limit:

The successful Bidder shall depute their experienced resources to maximize the UFC & ensure achievement of set threshold limit by AMC as under:

- a) Average collection efficiency 1 - 3months : Cooling Period
- b) Average collection efficiency 4 – 6months : 30% of the Targeted units
- c) Average collection efficiency 7 – 9months : 50% of the Targeted units
- d) Average collection efficiency 10 – 12months : Min 75% of the Targeted units

In case of failure in achieving the set target, AMC shall deduct the payment in the equal proportion (%) from the invoice raised by the successful bidder against the set threshold limit.

26.Payment terms

The payment shall be made as under for the bid proposed activities:

- a) Monthly payment based on after approval of submitted deliverables/ invoice to be raised on monthly basis.
- b) The payment will be released at the earliest by AMC after the vetting of Invoice by the ZO, ZSO & SFI.

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27. Time Schedule

The successful Bidder shall adhere to the below time schedule set out in the table below or as decided by the AMC for implementation of the project.

Sr. No.	Activity starting from date of award of contract	Time Schedule (Max)
A.	Issue of Letter of Intent to the Successful bidder	1day
B.	Submission of Performance Bank Guarantee	A+5 days
C.	Submission of ground assessment report	A+ 7 days
D.	Mobilization of the 25% UFC& IEC Team (as per Team Given Format) based on ground assessment report	A + 10days
E.	Mobilization of the 50% UFC& IEC Team (as per Team Given Format) based on ground assessment report	D + 10days
F.	Mobilization of the 75% UFC& IEC Team (as per Team Given Format) based on ground assessment report	E + 10days
G.	Mobilization of the 100% UFC& IEC Team (as per Team Given Format) based on ground assessment report	F + 10days
H.	Setting up of Office within the AMC Premise with all necessary tools, equipment & IT gadgets required for effective UFC operation	A + 30days
<ul style="list-style-type: none"> ▪ AMC will validate the achievement of above Schedule by the bidder. ▪ On account of failure in achieving the said time schedule compliance, @5% of the penalty shall be imposed by AMC, which shall be recovered from very first Invoice of the bidder. 		

28. Minimum Team Composition & Qualifications for the IEC/ Awareness/ User fee Collection activities:

Zonal Head – 1 Resource
Ward supervisor and user fee collector – 25 Resources
Community Mobilizers – 100 Resources
Bidder has to ensure to deploy sufficient no. of staffs, based on Door-to-Door Vehicle Movement .
One (1) Community Mobilizer in each vehicle has to be deployed. (This person will move along with the Vehicle deployed by D2D operator for waste collection. This Vehicle could be a Mini Tipper).

29.Reporting

The selected Agency has to report daily to AMC about the progress on the project as described in the Scope of Work as and when desired by AMC and updated report in the approved format to be submitted .Bidder has to submit the monthly progress report to AMC, in one (1) hard copy and two (2) soft copies on pen drive.

30.Penalty

- a) If the bidder fails to achieve the indicated milestones/ deadline then penalty shall be imposed against the given deliverables based on the recommendation of the ZO/ZSO/SFI to AMC. This amount shall be deducted from the invoice raised by the Bidder against the said deliverables.
- b) If the bidder fails to deliver the quantified deliverables, stipulated above, a penalty shall be imposed of the defaulted monthly invoiced value. This amount shall be deducted from the invoice raised by the Bidder in next subsequent month.

S.No.	Description	Penalty
1.	The successful bidder fails to deploy the team as per the time schedule on field, in accordance with the RFP conditions from the date of receiving the LoI and satisfaction of the AMC officials.	@ 1% per week from the total performance bank guarantee amount shall be deducted from the fore coming bill of the successful bidder.
2.	Non-Segregated waste collection	Rs.500/- per Vehicle per day.
3.	Identification of OD spot	Rs.100/- per spot per day (Human Being & Animals)
4.	Identification of GVP	Rs.500 /- per Point per day.
5.	Any legal non- compliance noticed by AMC officials Non performance of activities as per contract agreement for a day	Rs. 1000/- per non compliance as identified by the AMC officials, apart from the above indicated penalty points.

31. Termination Clause

Termination clause on the bidder will be applied accordingly mentioned below:-

- a) If the UFC target continues to remain below 50% consecutively for 6 months, the bidder's contract is liable for termination subject to recommendation from AMC officers and staff . In between notices shall be served to bidder for performance improvement
- b) ANN without prejudice to any other remedy for breach of contract, by notice of default sent to the agency, may terminate the contract in whole or part.
- c) If the agency fails to deliver any or all the services mentioned in scope of work within the time period specified in the contract or within extension thereof granted by ANN.
- d) ANN may terminate the contract in whole or part. The Authority may not less than 15 days written notice of termination to the bidder, such notice will be issued after the occurrence of events specified for the termination of this agreement.
- e) If the bidder fails to perform any other obligation under the contract.
- f) If the bidder, in the judgment of ANN, has engaged in corrupt or fraudulent practices while executing the project.
- g) Any document or information submitted by the bidder in its proposal, based on which the agency was considered eligible or successful is found to be false, incorrect or misleading.
- h) ANN may terminate the contract in whole or in part after giving a written notice of termination to the agency with notice period of 30 days. Such notice can be given after the occurrence of the any of the events specified in the termination clause.

Technical Proposal – Standard Forms

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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:

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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	:	

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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					
<p>Certificate from the Statutory Auditor</p> <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

Letter for Blacklisting

[Location, Date]

To,

[Name and address of Employer]

Subject: Letter of Declaration for not have been Blacklisted/ Debarred from any Municipal corporation or Government organization and 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/ terminated from Agra Municipal Corporation of contract except for reasons of convenience of employer by any Government/ Government board/ Corporation/ Company/ Statutory Body/ PSU Company/ Non-Government/ Government of any sovereign countries/ Private agencies and Funding Agencies in the last 5years. 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 - E

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 **“Project Tittle”**.

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

.....

(Signature, name, designation and address)

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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 – F

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

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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]

Selection of Agency for Carrying out IEC activities in a Lohamandi Zone under SBM along with Collection of User Fee From
Waste Generating Units In the Lohamandi Zone

Designation

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

Financial Proposal – Standard Form

Selection of Agency for Carrying out IEC activities in a Lohamandi Zone under SBM along with Collection of User Fee From
Waste Generating Units In the Lohamandi Zone

FORM -FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

Financial Proposal Submission Form Format

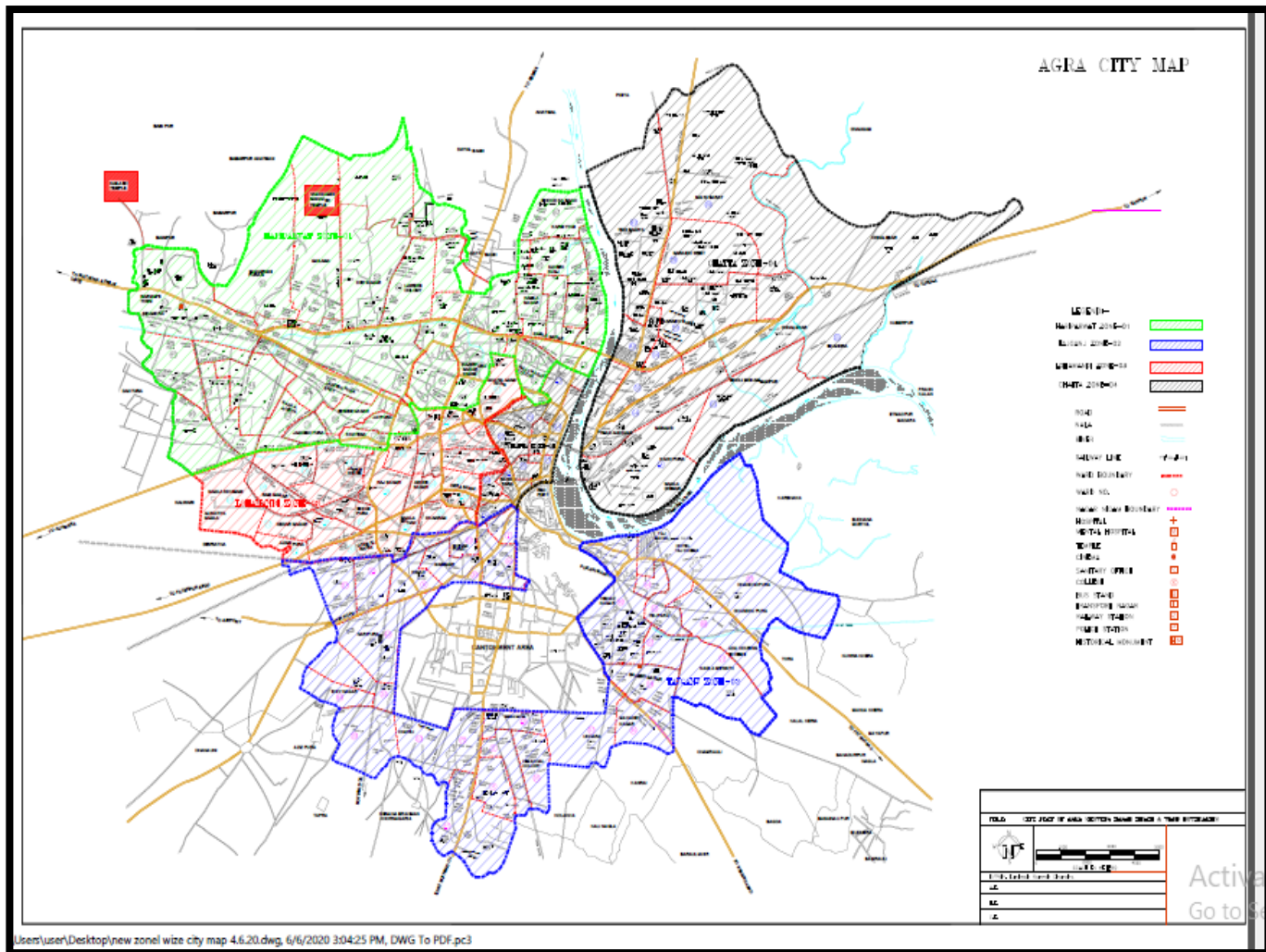
(To be submitted online only)

Tender Inviting Authority: Agra Nagar Nigam, Agra						
Name of Work: Selection of Agency for Carrying out IEC Activities in Lohamandi Zone Under SBM Along with Collection of User Fee from Waste Generating Units in the Lohamandi Zone						
Name of the Bidder/ Bidding Firm / Company :						
<u>PRICE SCHEDULE</u> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Item Description	Quant ity	Unit	Estimated Rate in Rs. P BASIC RATE including all taxes In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUN T including all taxes in Rs. P	TOTAL AMOUN T In Words
1.	Community Mobilizer (Rate inclusive of EPF / ESI)	100	Nos		0.00	INR Zero Only
2.	Ward supervisor and user fee collector (Rate inclusive of EPF/ESI)	25	Nos		0.00	INR Zero Only
3.	Zonal Head (Rate inclusive of EPF/ESI)	1	Nos		0.00	INR Zero Only

Selection of Agency for Carrying out IEC activities in a Lohamandi Zone under SBM along with Collection of User Fee From Waste Generating Units In the Lohamandi Zone

ANNEXURE – 1

AGRA CITY MAP



ANNEXURE- 2

Quality Cost Based System Selection Formula Applied

STAGE 1: TECHNICAL BIDS EVALUATION

Bidder details	Technical Obtained	Mark
Bidder1	92	
Bidder2	85	
Bidder3	55	
Bidder4	75	

QCBS Grading System

Grade	Range	Marks
Outstanding	91-100	100
Excellent	81-90	90
Very Good	71-80	80
Good	61-70	70
Very Fair	51-60	60
Fair	41-50	50
Average	31-40	40
Below Average	21-30	30
Poor	11-20	20
Very Poor	1-10	10
Zero	0	0

Selection of Agency for Carrying out IEC activities in a Lohamandi Zone under SBM along with Collection of User Fee From Waste Generating Units In the Lohamandi Zone

STAGE 2: Conversion of Technical Marks to Technical Score

Bidder details	Technical Score based on Grading System
Bidder1	100
Bidder2	90
Bidder3	Rejected *
Bidder4	80

*Since the eligible technical score should be 60 & above, bidder 3 is rejected

STAGE 3: FINANCIAL BID EVALUATION

Bidder details	Financial Bid Amount
Bidder1	1,30,000
Bidder2	1,20,000
Bidder4	1,00,000

Stage 4: Conversion of financial bid amount to score

Bidder Details	Financial Bid Amount	Financial Score (LFB/F*100)
Bidder1	1,30,000	$100000/130000 \times 100 = 76.92$
Bidder2	1,20,000	$100000/120000 \times 100 = 83.33$
Bidder4	1,00,000	100

LFB = Lowest Financial Bid, F = Quoted Amount

Selection of Agency for Carrying out IEC activities in a Lohamandi Zone under SBM along with Collection of User Fee From
Waste Generating Units In the Lohamandi Zone
Consolidated Technical & Financial Score

Bidder Details	Technical Score	Financial Score
Bidder 1	100	76.92
Bidder 2	90	83.33
Bidder 4	80	100

Stage 5: Combined Technical and Financial Score (CTFS) With Weightage 60:40

Bidder Details	Applying weights for the Technical Score & Financial Score	CTFS	Rank of the Bidder
Bidder1	$100*(70/100) + 76.92*(30/100)$	93.07 (70+23.7)	H1
Bidder2	$90*(70/100) + 83.33*(30/100)$	87.99 (63+24.99)	H2
Bidder4	$80*(70/100) + 100*(30/100)$	86 (56+30)	H3

As per the above table Bidder1 having scored highest is hereby successful Bidder

Selection of Agency for Carrying out IEC activities in a Tajgunj Zone under SBM along with Collection of User Fee From Waste Generating Units In the Tajgunj Zone



Agra Municipal Corporation Invites Request for Proposal *For*

**Selection of Agency for Carrying out IEC Activities in Tajgunj Zone Under SBM Along
with Collection of User Fee from Waste Generating Units in the Tajgunj Zone**

DECEMBER - 2021

AGRA MUNICIPAL CORPORATION

MG Road, Sursadan Crossing, Agra – 282 002

Email: amcagra1@gmail.com

Phone No.: 0562 – 285 0670

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 Municipal Corporation (hereafter referred to as “AGRA MUNICIPAL CORPORATION”) 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 AGRA MUNICIPAL CORPORATION, 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 AGRA MUNICIPAL CORPORATION, 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 AGRA MUNICIPAL CORPORATION accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The AGRA MUNICIPAL CORPORATION, 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.

Agra Municipal Corporation 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. Agra Municipal Corporation 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 Agra Municipal Corporation is not bound to select an Applicant or to appoint the selected Applicant or Concessionaire, as the case may be, for the Project and the

Selection of Agency for Carrying out IEC activities in a Tajgunj Zone under SBM along with Collection of User Fee From
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Agra Municipal Corporation 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 Agra Municipal Corporation 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 Agra Municipal Corporation 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.

Selection of Agency for Carrying out IEC activities in a Tajgunj Zone under SBM along with Collection of User Fee From
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Selection of Agency for Carrying out IEC activities in a Tajgunj Zone under SBM along with Collection of User Fee From
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DATA SHEET

S.No.	Particulars	Details																		
1.	Name of the Employer:	AGRA MUNICIPAL CORPORATION																		
2.	Name of the Assignment/ job:	Selection of Agency for Carrying out IEC Activities in a Tajgunj Zone Under SBM Along with Collection of User Fee from Waste Generating Units in the Tajgunj Zone.																		
3.	Bid document fee	Demand draft of Rs. Five Thousand +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.	Bid security	Rs. Five Lakhs Only in the form of DD/FDR/ BG 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.	Proposal validity	120 days from the last date of submission of bid																		
6.	Mode of submission of the bid	Online																		
7.	Downloading bid documents from	etender.up.nic.in																		
8.	Schedule of bidding process	<table> <tr> <th>S.No.</th><th>Event Description</th><th>Estimated date</th></tr> <tr> <td>a)</td><td>Sell of bid/RFP document</td><td>24/12/2021</td></tr> <tr> <td>b)</td><td>Pre-Bid Meeting</td><td>28/12/2021</td></tr> <tr> <td>c)</td><td>Bid Submission due date</td><td>05/01/2022 till 12PM</td></tr> <tr> <td>d)</td><td>Opening of the Bid document</td><td>05/01/2022 at 2PM</td></tr> <tr> <td>e)</td><td>Opening of financial bid</td><td>To be decided later</td></tr> </table>	S.No.	Event Description	Estimated date	a)	Sell of bid/RFP document	24/12/2021	b)	Pre-Bid Meeting	28/12/2021	c)	Bid Submission due date	05/01/2022 till 12PM	d)	Opening of the Bid document	05/01/2022 at 2PM	e)	Opening of financial bid	To be decided later
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e)	Opening of financial bid	To be decided later																		
9	The Employer's representative	Executive Engineer & SBM Nodal Officer																		

Selection of Agency for Carrying out IEC activities in a Tajgunj Zone under SBM along with Collection of User Fee From
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	is:	
	Address:	Agra Municipal Corporation
	E-mail:	amcagra1@gmail.com
10	Project Duration	One year, subject to satisfactory delivery of services.
12	Performance Bank Guarantee	10% of the Annual project value and this to be submitted post award of the contract, as per the given time schedule.
14	Undertaking the work	As mentioned below in Table of Time Schedule
15	For seeking any clarity/ assistance	For any technical assistance or clarity please feel free to write or call directly to Nodal officer SBM Nagar Nigam, Agra. Contact No.: +91-9319406016 or Email: amcagra1@gmail.com
16	Method of Selection	QCBS Method i.e., Quality Cost Based Selection. The bidder who technically qualify (achieve min. 60% marks & above) financial bids shall be opened. 60% of the Weightage from the technical marks shall be considered for further evaluation. The financial bid shall be opened of technically qualified bidder. The one whose financial rates quotes are found least will be rated max. i.e., 100% out of this 40% Weightage shall be considered for further evaluation. Post clubbing both Technical and financial Weightage, the one who achieves maximum/ highest marks i.e., H-1, amongst the technically qualified bidders, shall be considered as successful bidder & will be invited for negotiation. Formula of the QCBS evaluation is placed as Annexure-2 .
17	Currency	Bidders must express the price of their Assignment/ job in India Rupees (₹).
18	Taxes	The bidder has to quote the financial excluding all taxes.

Note:

Tender Document and other details shall be available on: - Website- <http://etender.up.nic.in> / AMC Website: <https://nagarnigamagra.com/>

Amendment to NIT, if any would be published only on website <http://etender.up.nic.in>

PART - A

1. Standard Definitions

- (a) “Addendum” means the clarification issued against the bidder’s query placed before the employer in writing before or during the pre-bid meeting. It may be release in form of addendum or corrigendum.
- (b) “Agency” means a Firm registered under Company’s Act 2013, Partnership firm, Not for Profit Organization (NGO), Self Help Group (SHG) or a Proprietorship firm, providing services under Waste Management, Capacity Building, Health Hygiene, Awareness, Sanitation etc.
- (c) “Authority” here refers with Agra Municipal Corporation or Agra Nagar Nigam (AMC/ ANN)
- (d) “Bidder” means any entity or person or associations of person or organization who have been requested to submit their proposals that may provide or provides the Services to the Employer under the Contract.
- (e) “Bulk Waste Generator” means and includes buildings occupied by the Central government departments or undertakings, State government departments or undertakings, local bodies, public sector undertakings or private companies, hospitals, nursing homes, schools, colleges, universities, other educational institutions, hostels, hotels, commercial establishments, markets, places of worship, stadia and sports complexes having an average waste generation rate exceeding 100kg per day or any facility having 5000m² covered area;
- (f) “Day” means calendar day.
- (g) “Employer” means the AGRA MUNICIPAL CORPORATION who have invited the bids for the services and/ or with which the selected Bidder signs the Contract for the Services and to which the selected bidder shall provide services as per the terms and conditions and TOR of the contract.
- (h) “Government” means the Government of India/State/Local Government here it refers to AGRA MUNICIPAL CORPORATION.
- (i) “Instructions to Bidders” means the document which provides Bidders with all information needed to prepare their proposals.
- (j) “INR” means Indian Currency (Rupee).
- (k) “LOI” means the Letter of Intent being sent by the Employer to the bidders.
- (l) “Personnel” means professionals and support staff provided by the Bidder or by any Sub-Bidder and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
- (m) “Proposal” means the Technical Proposal and the Financial Proposal.

Selection of Agency for Carrying out IEC activities in a Tajgunj Zone under SBM along with Collection of User Fee From
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- (n) “Project information” means information to Bidders for project planning and financial analysis.
- (o) “RFP” means the Request for Proposal prepared by the Employer for the selection of Bidders, based on the SRFP.
- (p) “SRFP” means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
- (q) “Job” means the work to be performed by the Bidder pursuant to the Contract.
- (r) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Bidder, and expected results and deliverables of the Assignment/ job.
- (s) “AMC” means Agra Municipal Corporation.
- (t) “ULB” means Urban Local Body

2. Introduction

- 2.1 The Employer will select the Bidder meeting basic eligibility criteria as mentioned in document and in accordance with the method of selection specified in the document.
- 2.2 Detailed scope of the assignment/ job has been described in the document.
- 2.3 The date, time and address for submission of the proposals has been given.
- 2.4 The Bidders are invited to submit their Proposal, for Assignment/ job named. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidder.
- 2.5 Bidders should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/ Job and Local conditions, the bidder may refer project information section of this document or approach the authority as desired, before the bid submission date.
- 2.6 The Employer will provide at no cost to the Bidders the inputs and facilities specified in the document, assist the bidders in obtaining licenses and permits needed to carry out the Assignment/ Job, and make available relevant project data and reports.
- 2.7 Bidders shall bear all costs associated with the preparation and submission of their proposals. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

3. Eligibility of Association of bidders

JV/ Consortium is not allowed.

4. Clarification and Amendment of RFP Documents

- 4.1 Bidders may request a clarification on any clause of the RFP documents on or before the pre-bid meeting only. Any request for clarification must be sent by standard electronic means to the Employer's email address indicated.
- 4.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an corrigendum/addendum by standard electronic means. The addendum shall be uploaded on the same portal and will be available to all the bidders. To give Bidders reasonable time in which to take an amendment

Selection of Agency for Carrying out IEC activities in a Tajgunj Zone under SBM along with Collection of User Fee From Waste Generating Units In the Tajgunj Zone
into account in their Proposals the Employer may give time, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

5.1 Employer requires that Bidders provide professional, objective, and impartial advice and at all times hold the Employer's interest's paramount, strictly avoid conflicts with other Assignment/ jobs or their own corporate interests and act without any consideration for future work.

5.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- a) Conflicting activities: firm that has been engaged by the Employer to provide goods, works or Assignment/ job other than Assignment/ job for a project, and any of its affiliates, shall be disqualified from providing Assignment/ job related to those goods, works or Assignment/ job. Conversely, a firm hired to provide Assignment/ job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/ job other than Assignment/ job resulting from or directly related to the firm's Assignment/ job for such preparation or implementation. For the purpose of this paragraph, Assignment/ job other than consulting Assignment/ job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- b) Conflicting Assignment/ job: A shall not be hired for any Assignment/ job that, by its nature, may be in conflict with another Assignment/ job of the Bidder to be executed for the same or for another Employer. For example, a Bidder assisting an Employer in the privatization of public assets shall not purchase, nor advice purchasers of, such Assets, similarly, a Bidder hired to prepare Terms of Reference for assignment/ job shall not be hired for the Assignment/ job in question.
- c) Conflicting relationships: A Bidder that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/ job, (ii) the selection process for such Assignment/ job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

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- 5.2.1 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the bidder fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

6. Unfair Advantage

If a Bidder could derive a competitive advantage from having provided consulting Assignment/ job related to the Assignment/ job in question and which is not defined as conflict of interest as per the RFP, the Employer shall make available together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

7. Proposal

Bidders will submit only one proposal.

8. Proposal Validity

The Data Sheet to bidder indicates how long Bidders' Proposals must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged.

9. Preparation of Proposals

- 9.1 The Proposal as well as all related correspondence exchanged by the Bidders and the Employer, shall be written in English language, unless specified otherwise.
- 9.2 In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 9.3 Depending on the nature of the Assignment/ job, Bidders are required to submit a Technical Proposal (TP) in forms provided in the RFP. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. Form Tech – I is a sample letter of technical proposal which is to be submitted along with the technical proposal.

9.4 Both the proposals shall be submitted online only.

- 9.5 A brief description of the bidder's organization to be provided in Form Tech-2. In the same Form, the bidder will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/ job, the outline should indicate the names of Professional staff who participated, duration of the Assignment/ job, contract amount, and Bidder's

Selection of Agency for Carrying out IEC activities in a Tajgunj Zone under SBM along with Collection of User Fee From Waste Generating Units In the Tajgunj Zone involvement. Information should be provided only for those Assignment/ jobs for which the Bidder was legally contracted by the Employer as a firm within a joint venture. Bidders should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.

9.6 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

9.7 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms. It shall list all costs associated with the Assignment/ Job. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10. Taxes

10.1 The Bidder shall fully familiarize themselves about the applicable taxes in accordance to taxation law applicable on such services. All taxes, shall be inclusive in the bided price.

11. Currency

11.1 Bidders must express the price of their Assignment/ job in India Rupees (₹) INR.

12. Earnest Money Deposit (EMD)

12.1 Earnest Money Deposit

- (a) The Applicant shall deposit an **Earnest Money Deposit (EMD) of Rupees Five Lakhs only** in accordance with the provisions of this RFP document. EMD is payable in the favour of Municipal Commissioner, Agra Nagar Nigam in the form of DD/ FDR/ Bank Guarantee issued from any Nationalized/Scheduled bank of India in favour of the ,Commissioner, Municipal Corporation, Agra.
- (b) Proposals not accompanied by EMD shall be rejected as non-responsive.
- (c) No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- (d) The EMD of the unsuccessful bidders would be returned within 30days after acceptance of LOA by the successful bidder.

Selection of Agency for Carrying out IEC activities in a Tajgunj Zone under SBM along with Collection of User Fee From
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12.2 The EMD shall be forfeited by the Employer in the following events:

- (a) If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
- (b) If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- (c) If the bidder tries to influence the evaluation process.
- (d) If the First ranked bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the bidder).

13. Bid Document Fee

All bidders are required to pay **Rupees Five Thousand + 18% GST** online only as per their convenience, in the bank account of Municipal Commissioner, Agra.

Account No. 38120131718

Branch – Nagar Mahapalika, Agra

IFSC Code – SBIN0003707

The Bid Processing Fee is Non-Refundable. Non-submission of Bid Processing fee along with the Technical Proposal will be treated as non-responsive bid.

UTR No. of fees deposited will be mentioned in proposal submitted by Bidder.

14. Submission, Receipt and Opening of Proposal

- 14.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH, and FIN.
- 14.2 An authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- 14.3 Applicant (authorized signatory) shall submit its offer for preliminary qualification, technical and financial proposal e-procurement system. However, Tender Document Fees and Earnest Money Deposit (EMD) should be deposited as per details provided in the bid document. The bid document complete in all respect is to be submitted on or before the time of last date of submission of bid through e-procurement system. AGRA MUNICIPAL CORPORATION will not be responsible for delay in submission due to any reason.
- 14.4 Bidders who wish to participate in this proposal will have to register on e-procurement system of U.P. Govt. to participate in online proposals, bidders will have to procure Digital Signature Certificate. Bidders who already have a Valid Digital Certificate need not procure a new digital certificate. Before electronic submission of proposal, it should be ensured that all the proposal papers including conditions of contract are read, understood by the Applicant. The uploaded document of the bid shall contain no alteration, or additions, unless notified. In case, the bidder makes addition and/or correction, the

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provision written in the original document, read with the addendum or corrigendum issued shall prevail. However, scanned copy or proposals technical eligibility document and financial eligibility documents and all original papers related to Bank Guarantee, Power Attorney etc. should be uploaded with the technical bid. The Applicant shall provide all the information sought under this RFP document. The AGRA MUNICIPAL CORPORATION will evaluate only those Bids that are received in the required formats and complete in all respects.

- 14.5 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. Bidder shall submit their offer only in online electronic format both for technical and financial proposal and all documents should be digitally signed. However, scan/screenshot of transfer of Proposal fees, EMD and all original papers related to Bank guarantee, power of attorney etc. as mentioned in Table and should be uploaded along with the technical bid.

15.Proposal Evaluation

- 15.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
- 15.2 Evaluation of Technical Proposals: while evaluating the Technical Proposals employer shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- 15.3 The employer shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the bidder and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.
- 15.4 The employer will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

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- 15.5 After opening of financial proposals, appropriate selection method shall be applied to determine the bidder who will be declared winner and be eligible for award of the contract. The methods of selections are described in the RFP document. This selected bidder will then be invited for negotiations, if considered necessary.

16.Award of Contract

- 16.1 After completing negotiations, the Employer shall issue a Letter of Acceptance to the selected Bidder and promptly notify all other Bidders who have submitted proposals about the decision taken.
- 16.2 The bidders will sign the contract after fulfilling all the formalities/pre-conditions including Performance Guarantee as mentioned in the standard form of contract within the time period stipulated in COD.

17.Confidentiality

- 17.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.
- 17.2 The employer reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Employer to undertake such verification shall not relieve the Applicant of its obligation or liabilities here under nor will it affect any rights of the Employer here under.
- 17.3 The selection process shall be governed by and construed in accordance with the laws of India and Dist. Courts at Agra and High Court of Judicature at Allahabad shall have exclusive jurisdiction and all disputes arising under pursuant to and/or in connection with the Selection Process.

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18. Procedure for Detailed evaluation of technical qualifications

The firms will be shortlisted against the pre-qualification criteria. Those who qualify/fulfill these criteria shall be considered for technical evaluation.

S.No.	Particulars	Supporting Documents to be submitted
1.	Bid Document Fees (Rs. Five Thousand+18% GST)	Original DD/ receipt of online payment
2.	Earnest Money Deposit (Rs. Five Lakhs only)	Original DD/ receipt of online payment
3.	Annual average Turnover of minimum Rs.2.0 crores (Rupees Two Crore only) during the last 3financial years (2017-2018, 2018-19 & 2019-20).	Certified Turnover Certificate issued by CA of Last three financial years must be attached. Form Tech- C
4.	The bidder have a valid GSTIN certificate	Copy of GSTN Certificate
5.	The Bidder should not be blacklisted/ debarred from any municipal corporation or government organization and it should not be Terminated under any contract by Agra Municipal Corporation.	Form Tech – D
6.	Whether Power(s) of Attorney for signing the bid documents has been enclosed?	Form Tech – E
7.	Copy of Certificate of Incorporation; Partnership deed	Certificate issued from Authority
8.	Letter of Proposal Submission	Form Tech –A
9.	Detail of Bidder	Form Tech – B
10.	The bidder must have on its payroll at least 100 (hundred) staff (permanent) on their payroll or through contract as on date.	Certificate from bidder's statutory auditor/ company secretary/ HR Head for Number of permanent staff employed by them including their ESI/ PF details including registration no.

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19. The Evaluation Criteria/ Parameter:

The evaluation of Proposals satisfying minimum eligibility conditions as above shall be done. The Criteria, sub-criteria and point system for detailed evaluation shall be as follows:

Sr.	Evaluation parameter (Bidder should enclose certificate issued from Municipal corporation will be considered for evaluation in all the marking criteria) Note :- Self certification will not be considered for any marking criteria	M.M (100marks)
I.	Specific experience of the Bidder firm relevant to the assignment/ job in Municipal Corporation having min. 10Lac Population;	45 Marks
1.	Awareness activities (IEC) related to Swachh Bharat Mission (SBM) (Bidder should enclose satisfactory ongoing/ satisfactory completion certificate issued from Municipal corporation)	15 marks
	Equal 7 or more such satisfactory ongoing/completed projects	15 Marks
	Equal to 4 to 6 satisfactory ongoing/completed projects	10 Marks
	Equal to 1 to 3 projects satisfactory ongoing/completed projects	5 Marks
2.	Swachhata Sarvekshan 2021 Million + city category Ranking	15 Marks
	Bidder serving the city comes under Top 5	15 Marks
	Bidder serving the city comes under Top 10	10 Marks
	Bidder serving the city comes under Top 15	5 Marks
3.	IEC for Swachh Bharat Mission (SBM) Work Experience in ULBs	15 Marks
	3 or more ULBs	15 Marks
	2 ULBs	10 Marks
	1ULB	5 Marks
II.	Permanent Professional Staffs (Certificate issued from bidder's statutory auditor/ company secretary/ HR Head for Number of permanent professional staff employed by them including their ESI/ PF details with registration no.)	15 Marks
	More than 301 regular employees	15
	Equal to 201 to 300 regular employees	10
	Equal to 100 to 200 regular employees	5
III.	User Fee Collection Experience in a ULB having min. 10Lac Population (No. of work orders of user fee collection in combination with other activities shall also be considered)	20 Marks
	One Work Order, achieved more than 70% of the total target of collection	5 Marks
	Two Work Order, achieved more than 70% of the total target of collection	10 Marks
	Three Work Order, achieved more than 70% of the total target of collection	20 Marks
IV.	Proposed methodology and work plan in response to scope of work (Qualified bidders will be invited for a PowerPoint presentation on proposed methodology and work plan)	20 Marks
TOTAL MAXIMUM MARKS (I + II + III + IV)		100

Note: The above marks are subject to meeting the criterion expectation of the authority, failing which authority may allocate less marks even.

The price bids of only those bidders who qualify technically (above 60 marks) will be considered for financial evaluation.

20. Project Background:

Agra Municipal Corporation (hereinafter referred to as “**Agra Nagar Nigam (ANN)**” or “the **Authority**”), is one of the major ULB of Uttar Pradesh which attract tourist across the world because of Taj Mahal. The existing population of the Agra local body is approx. 20Lacs having 100municipal wards, divided into 4 sanitary zones and spread in total **126.50Km²**. Now city’s urban jurisdictional area has further increased by 34km², which also now become responsibility of AMC to deliver waste management and sanitation services in those areas.

Since ULBs faces various new and second-generation issues related with health, sanitation, waste management which has to be addressed in time bound manner. Despite many efforts on the part of the government, target could not be achieved. One of the main reasons is lack of knowledge as well as awareness of scientific and environmentally sound waste management systems and techniques. Hence AMC plans an effective campaign to educate and popularize various environment friendly measures, create enabling environment to bring about an attitudinal and behavioral change.

Being a heritage and environmentally sensitive city, the **ULB is looking for a Agency for a period of one year** that will help in ensuring effective compliances w.r.t. above mentioned rules/ acts/ notifications but also contribute in building the city image as Green and Swachh (Hygiene) City, through rigorous public/ stakeholder consultation, undertaking IEC activities and undertaking various capacity building exercises besides other supporting activities related to Waste Management, Sanitation and Health/ Hygiene.

For ensuring sustainability of these waste management & sanitation services, services of External Agency to collect User Fees from all Waste Generating units in compliance with SWM Rules, 2016 From entire Municipal Corporation Jurisdiction area including the extended revenue area against SWM & Sanitation Services. The details of the areas from where the user fee is required to be collected from a Tajgunj Zone.

21.Objective:

- a) The main objective of this project is to achieve 100% door to door collection in a segregated form (Wet, Dry, Sanitary & Domestic Hazardous).
- b) Elimination of Dhalow Ghar
- c) To collect User Fee for door to door collection of waste from source.

22.Scope of Work

The Scope of work for Agency broadly includes the following:

- a) To ensure segregation (Wet, Dry, Sanitary, Domestic Hazardous) of solid waste at source as per the latest toolkit of Swachh Bharat Mission, CPHEEO norms 2016 and latest MoHUA guidelines
- b) Capacity Augmentation of Municipal Corporation field staff.
- c) To ensure maximum recovery of the user fee from the waste generating units as per the set milestones by AMC and to supplement the gaps of expenses incurred on delivering compliant services.
- d) Monitoring of Garbage Vulnerable Spots and Dhalaow Ghar to keep the area garbage free.
- e) Promotion of Decentralized waste treatment and promotion of 5 R (Refuse, Reduce, Reuse, Recycle and Recover) concept in allocated wards.
- f) Monitoring and Reporting to AMC about day-to-day door to door collection in segregated manner, cleaning and maintenance of transfer station, cleaning and maintenance of all the public and community toilets, urinals and sanitation work in the wards.
- g) To undertake thematic cleanliness drives as per the guideline of Swachh Bharat Mission (Urban) in all slum and residential areas, schools, main markets, bus stations, railway stations, parks, hospitals, restaurants and religious places of Agra.
- h) To ensure that the defaulters list is provided to AMC for initiating appropriate action in accordance with the Municipal acts.
- i) The non-audited waste generating units should also be brought to the notice of AMC for appropriate action.
- j) Promote and help ANN in monitoring of Primary collection and cleaning of entire ward area i.e. door to door collection in assign wards, collection and removal of road side waste dumps, collection and cleaning of waste bins, cleaning of drains and cleaning of entire ward area and back-lanes.
- k) Plan and run extensive drives and campaigns to make a plastic free city.

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- l) Identify the existing rag pickers and submit a plan for inclusion of these rag pickers in formal system for their sustainable livelihood.

Other Condition:-

- a) All the deployed staff will be in Uniform and wearing ID card.
- b) To develop a UFC cell with help of AMC within its premise, where the team can come and report, the data can be managed, supervised & monitored.
- c) To ensure that the amount or fee collected in form of User Fee has to be deposited in the Escrow Account the same very day or the next day to avoid any risk. These details to be shared with Account Officer of AMC immediately, for their record purpose and conciliation at the time of financial audits, if so required.

23.To ensure other necessary legal compliances:

- a) The bidder needs to ensure all operations in an environmentally safe and hygiene manner. There should not be any action that is indicated as in-appropriate and negatively evaluated by the AMC.
- b) To maintain proper documents both in hard & soft form, which to be kept and updated regularly by the UFC team in the Office.
- c) The bidder shall at all times indemnify the AMC against all claims, damages or compensation under the provisions not just limited to below rules, acts & order, passed by any prescribed authority for rendering such services:
 - a. Environment Protection Act & Rules, made thereunder
 - b. Swachh Bharat Mission 2.0 Guidelines & Garbage Free City (Star Rating Protocol)
 - c. Payment of Wages Act, 1936
 - d. Employers Liability Act, 1938
 - e. The Workmen's Compensation Act, 1923
 - f. Industrial Dispute Act, 1947
 - g. Indian Factories Act, 1948
 - h. Motor Vehicle Act, 1988 & Emission Norms.
 - i. UP minimum wages rules/ orders (if any)
 - j. Any other law applicable and AMC support to that.

24. Integrating entire activities with ICCC of Smart City for effective monitoring, supervision & MIS:

- (a) It is the responsibility of the bidder to maintain a computerized central monitoring control room for all UFC operation & management.
- (b) The Successful Bidder shall ensure 100% attendance of UFC team (hereinafter referred to as manpower) and equipment/ tools at all the times and furnish performance MIS as per schedule directed by ANN.

25.USER FEE – Minimum Collection Limit:

The successful Bidder shall depute their experienced resources to maximize the UFC & ensure achievement of set threshold limit by AMC as under:

- a) Average collection efficiency 1 - 3months : Cooling Period
- b) Average collection efficiency 4 – 6months : 30% of the Targeted units
- c) Average collection efficiency 7 – 9months : 50% of the Targeted units
- d) Average collection efficiency 10 – 12months : Min 75% of the Targeted units

In case of failure in achieving the set target, AMC shall deduct the payment in the equal proportion (%) from the invoice raised by the successful bidder against the set threshold limit.

26.Payment terms

The payment shall be made as under for the bid proposed activities:

- a) Monthly payment based on after approval of submitted deliverables/ invoice to be raised on monthly basis.
- b) The payment will be released at the earliest by AMC after the vetting of Invoice by the ZO, ZSO & SFI.

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27. Time Schedule

The successful Bidder shall adhere to the below time schedule set out in the table below or as decided by the AMC for implementation of the project.

Sr. No.	Activity starting from date of award of contract	Time Schedule (Max)
A.	Issue of Letter of Intent to the Successful bidder	1day
B.	Submission of Performance Bank Guarantee	A+5 days
C.	Submission of ground assessment report	A+ 7 days
D.	Mobilization of the 25% UFC& IEC Team (as per Team Given Format) based on ground assessment report	A + 10days
E.	Mobilization of the 50% UFC& IEC Team (as per Team Given Format) based on ground assessment report	D + 10days
F.	Mobilization of the 75% UFC& IEC Team (as per Team Given Format) based on ground assessment report	E + 10days
G.	Mobilization of the 100% UFC& IEC Team (as per Team Given Format) based on ground assessment report	F + 10days
H.	Setting up of Office within the AMC Premise with all necessary tools, equipment & IT gadgets required for effective UFC operation	A + 30days
<ul style="list-style-type: none"> ▪ AMC will validate the achievement of above Schedule by the bidder. ▪ On account of failure in achieving the said time schedule compliance, @5% of the penalty shall be imposed by AMC, which shall be recovered from very first Invoice of the bidder. 		

28. Minimum Team Composition & Qualifications for the IEC/ Awareness/ User fee Collection activities:

Zonal Head – 1 Resource
Ward supervisor and user fee collector – 25 Resources
Community Mobilizers – 100 Resources
Bidder has to ensure to deploy sufficient no. of staffs, based on Door-to-Door Vehicle Movement .
One (1) Community Mobilizer in each vehicle has to be deployed. (This person will move along with the Vehicle deployed by D2D operator for waste collection. This Vehicle could be a Mini Tipper).

29.Reporting

The selected Agency has to report daily to AMC about the progress on the project as described in the Scope of Work as and when desired by AMC and updated report in the approved format to be submitted .Bidder has to submit the monthly progress report to AMC, in one (1) hard copy and two (2) soft copies on pen drive.

30.Penalty

- a) If the bidder fails to achieve the indicated milestones/ deadline then penalty shall be imposed against the given deliverables based on the recommendation of the ZO/ZSO/SFI to AMC. This amount shall be deducted from the invoice raised by the Bidder against the said deliverables.
- b) If the bidder fails to deliver the quantified deliverables, stipulated above, a penalty shall be imposed of the defaulted monthly invoiced value. This amount shall be deducted from the invoice raised by the Bidder in next subsequent month.

S.No.	Description	Penalty
1.	The successful bidder fails to deploy the team as per the time schedule on field, in accordance with the RFP conditions from the date of receiving the LoI and satisfaction of the AMC officials.	@ 1% per week from the total performance bank guarantee amount shall be deducted from the fore coming bill of the successful bidder.
2.	Non-Segregated waste collection	Rs.500/- per Vehicle per day.
3.	Identification of OD spot	Rs.100/- per spot per day (Human Being & Animals)
4.	Identification of GVP	Rs.500 /- per Point per day.
5.	Any legal non- compliance noticed by AMC officials Non performance of activities as per contract agreement for a day	Rs. 1000/- per non compliance as identified by the AMC officials, apart from the above indicated penalty points.

31. Termination Clause

Termination clause on the bidder will be applied accordingly mentioned below:-

- a) If the UFC target continues to remain below 50% consecutively for 6 months, the bidder's contract is liable for termination subject to recommendation from AMC officers and staff . In between notices shall be served to bidder for performance improvement
- b) ANN without prejudice to any other remedy for breach of contract, by notice of default sent to the agency, may terminate the contract in whole or part.
- c) If the agency fails to deliver any or all the services mentioned in scope of work within the time period specified in the contract or within extension thereof granted by ANN.
- d) ANN may terminate the contract in whole or part. The Authority may not less than 15 days written notice of termination to the bidder, such notice will be issued after the occurrence of events specified for the termination of this agreement.
- e) If the bidder fails to perform any other obligation under the contract.
- f) If the bidder, in the judgment of ANN, has engaged in corrupt or fraudulent practices while executing the project.
- g) Any document or information submitted by the bidder in its proposal, based on which the agency was considered eligible or successful is found to be false, incorrect or misleading.
- h) ANN may terminate the contract in whole or in part after giving a written notice of termination to the agency with notice period of 30 days. Such notice can be given after the occurrence of the any of the events specified in the termination clause.

Technical Proposal – Standard Forms

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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:

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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	:	

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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					
<p>Certificate from the Statutory Auditor</p> <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.

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FORM TECH – D

Letter for Blacklisting

[Location, Date]

To,

[Name and address of Employer]

Subject: Letter of Declaration for not have been Blacklisted/ Debarred from any Municipal corporation or Government organization and 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/ terminated from Agra Municipal Corporation of contract except for reasons of convenience of employer by any Government/ Government board/ Corporation/ Company/ Statutory Body/ PSU Company/ Non-Government/ Government of any sovereign countries/ Private agencies and Funding Agencies in the last 5years. 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 - E

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 **“Project Tittle”**.

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

.....

(Signature, name, designation and address)

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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.

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FORM TECH – F

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

Selection of Agency for Carrying out IEC activities in a Tajgunj Zone under SBM along with Collection of User Fee From
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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]

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Designation

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

Financial Proposal – Standard Form

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FORM -FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

Financial Proposal Submission Form Format

(To be submitted online only)

Tender Inviting Authority: Agra Nagar Nigam, Agra						
Name of Work: Selection of Agency for Carrying out IEC Activities in Tajgunj Zone Under SBM Along with Collection of User Fee from Waste Generating Units in the Tajgunj Zone						
Name of the Bidder/ Bidding Firm / Company :						
<u>PRICE SCHEDULE</u> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Item Description	Quant ity	Unit	Estimated Rate in Rs. P BASIC RATE including all taxes In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUN T including all taxes in Rs. P	TOTAL AMOUN T In Words
1.	Community Mobilizer (Rate inclusive of EPF / ESI)	100	Nos		0.00	INR Zero Only
2.	Ward supervisor and user fee collector (Rate inclusive of EPF/ESI)	25	Nos		0.00	INR Zero Only
3.	Zonal Head (Rate inclusive of EPF/ESI)	1	Nos		0.00	INR Zero Only

ANNEXURE- 2

Quality Cost Based System Selection Formula Applied

STAGE 1: TECHNICAL BIDS EVALUATION

Bidder details	Technical Obtained	Mark
Bidder1	92	
Bidder2	85	
Bidder3	55	
Bidder4	75	

QCBS Grading System

Grade	Range	Marks
Outstanding	91-100	100
Excellent	81-90	90
Very Good	71-80	80
Good	61-70	70
Very Fair	51-60	60
Fair	41-50	50
Average	31-40	40
Below Average	21-30	30
Poor	11-20	20
Very Poor	1-10	10
Zero	0	0

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STAGE 2: Conversion of Technical Marks to Technical Score

Bidder details	Technical Score based on Grading System
Bidder1	100
Bidder2	90
Bidder3	Rejected *
Bidder4	80

*Since the eligible technical score should be 60 & above, bidder 3 is rejected

STAGE 3: FINANCIAL BID EVALUATION

Bidder details	Financial Bid Amount
Bidder1	1,30,000
Bidder2	1,20,000
Bidder4	1,00,000

Stage 4: Conversion of financial bid amount to score

Bidder Details	Financial Bid Amount	Financial Score (LFB/F*100)
Bidder1	1,30,000	$100000/130000*100=76.92$
Bidder2	1,20,000	$100000/120000*100= 83.33$
Bidder4	1,00,000	100

LFB = Lowest Financial Bid, F = Quoted Amount

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Consolidated Technical & Financial Score

Bidder Details	Technical Score	Financial Score
Bidder 1	100	76.92
Bidder 2	90	83.33
Bidder 4	80	100

Stage 5: Combined Technical and Financial Score (CTFS) With Weightage 60:40

Bidder Details	Applying weights for the Technical Score & Financial Score	CTFS	Rank of the Bidder
Bidder1	$100*(70/100) + 76.92*(30/100)$	93.07 (70+23.7)	H1
Bidder2	$90*(70/100) + 83.33*(30/100)$	87.99 (63+24.99)	H2
Bidder4	$80*(70/100) + 100*(30/100)$	86 (56+30)	H3

As per the above table Bidder1 having scored highest is hereby successful Bidder

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**Agra Municipal Corporation
Invites
Request for Proposal
*For***

**Selection of Agency for Carrying out IEC Activities in Chatta Zone Under SBM Along
with Collection of User Fee from Waste Generating Units in the Chatta Zone**

DECEMBER - 2021

AGRA MUNICIPAL CORPORATION

MG Road, Sursadan Crossing, Agra – 282 002

Email: amcagra1@gmail.com

Phone No.: 0562 – 285 0670

Selection of Agency for Carrying out IEC activities in a chatta Zone under SBM along with Collection of User Fee From Waste Generating Units In the Chatta Zone

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 Municipal Corporation (hereafter referred to as “AGRA MUNICIPAL CORPORATION”) 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 AGRA MUNICIPAL CORPORATION, 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 AGRA MUNICIPAL CORPORATION, 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 AGRA MUNICIPAL CORPORATION accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The AGRA MUNICIPAL CORPORATION, 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.

Agra Municipal Corporation 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. Agra Municipal Corporation 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 Agra Municipal Corporation is not bound to select an Applicant or to appoint the selected Applicant or Concessionaire, as the case may be, for the Project and the Agra Municipal Corporation reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

Selection of Agency for Carrying out IEC activities in a chatta Zone under SBM along with Collection of User Fee From Waste Generating Units In the Chatta Zone

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 Agra Municipal Corporation 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 Agra Municipal Corporation 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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DATA SHEET

S.No.	Particulars	Details																		
1.	Name of the Employer:	AGRA MUNICIPAL CORPORATION																		
2.	Name of the Assignment/ job:	Selection of Agency for Carrying out IEC Activities in a Chatta Zone Under SBM Along with Collection of User Fee from Waste Generating Units in the Chatta Zone.																		
3.	Bid document fee	Demand draft of Rs. Five Thousand +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.	Bid security	Rs. Five Lakhs Only in the form of DD/FDR/ BG 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.	Proposal validity	120 days from the last date of submission of bid																		
6.	Mode of submission of the bid	Online																		
7.	Downloading bid documents from	etender.up.nic.in																		
8.	Schedule of bidding process	<table border="1"> <thead> <tr> <th>S.No.</th><th>Event Description</th><th>Estimated date</th></tr> </thead> <tbody> <tr> <td>a)</td><td>Sell of bid/RFP document</td><td>24/12/2021</td></tr> <tr> <td>b)</td><td>Pre-Bid Meeting</td><td>28/12/2021</td></tr> <tr> <td>c)</td><td>Bid Submission due date</td><td>05/01/2022 till 12PM</td></tr> <tr> <td>d)</td><td>Opening of the Bid document</td><td>05/01/2022 at 2PM</td></tr> <tr> <td>e)</td><td>Opening of financial bid</td><td>To be decided later</td></tr> </tbody> </table>	S.No.	Event Description	Estimated date	a)	Sell of bid/RFP document	24/12/2021	b)	Pre-Bid Meeting	28/12/2021	c)	Bid Submission due date	05/01/2022 till 12PM	d)	Opening of the Bid document	05/01/2022 at 2PM	e)	Opening of financial bid	To be decided later
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e)	Opening of financial bid	To be decided later																		
9	The Employer's representative is:	Executive Engineer & SBM Nodal Officer																		

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	Address:	Agra Municipal Corporation
	E-mail:	amcagra1@gmail.com
10	Project Duration	One year, subject to satisfactory delivery of services.
12	Performance Bank Guarantee	10% of the Annual project value and this to be submitted post award of the contract, as per the given time schedule.
14	Undertaking the work	As mentioned below in Table of Time Schedule
15	For seeking any clarity/ assistance	For any technical assistance or clarity please feel free to write or call directly to Nodal officer SBM Nagar Nigam, Agra. Contact No.: +91-9319406016 or Email: amcagra1@gmail.com
16	Method of Selection	QCBS Method i.e., Quality Cost Based Selection. The bidder who technically qualify (achieve min. 60% marks & above) financial bids shall be opened. 60% of the Weightage from the technical marks shall be considered for further evaluation. The financial bid shall be opened of technically qualified bidder. The one whose financial rates quotes are found least will be rated max. i.e., 100% out of this 40% Weightage shall be considered for further evaluation. Post clubbing both Technical and financial Weightage, the one who achieves maximum/ highest marks i.e., H-1, amongst the technically qualified bidders, shall be considered as successful bidder & will be invited for negotiation. Formula of the QCBS evaluation is placed as Annexure-2 .
17	Currency	Bidders must express the price of their Assignment/ job in India Rupees (₹).
18	Taxes	The bidder has to quote the financial excluding all taxes.

Note:

Tender Document and other details shall be available on: - Website- <http://etender.up.nic.in> / AMC Website: <https://nagarnigamagra.com/>

Amendment to NIT, if any would be published only on website <http://etender.up.nic.in>

Selection of Agency for Carrying out IEC activities in a chatta Zone under SBM along with Collection of User Fee From Waste Generating Units In the Chatta Zone

PART - A

1. Standard Definitions

- (a) “Addendum” means the clarification issued against the bidder’s query placed before the employer in writing before or during the pre-bid meeting. It may be release in form of addendum or corrigendum.
- (b) “Agency” means a Firm registered under Company’s Act 2013, Partnership firm, Not for Profit Organization (NGO), Self Help Group (SHG) or a Proprietorship firm, providing services under Waste Management, Capacity Building, Health Hygiene, Awareness, Sanitation etc.
- (c) “Authority” here refers with Agra Municipal Corporation or Agra Nagar Nigam (AMC/ ANN)
- (d) “Bidder” means any entity or person or associations of person or organization who have been requested to submit their proposals that may provide or provides the Services to the Employer under the Contract.
- (e) “Bulk Waste Generator” means and includes buildings occupied by the Central government departments or undertakings, State government departments or undertakings, local bodies, public sector undertakings or private companies, hospitals, nursing homes, schools, colleges, universities, other educational institutions, hostels, hotels, commercial establishments, markets, places of worship, stadia and sports complexes having an average waste generation rate exceeding 100kg per day or any facility having 5000m² covered area;
- (f) “Day” means calendar day.
- (g) “Employer” means the AGRA MUNICIPAL CORPORATION who have invited the bids for the services and/ or with which the selected Bidder signs the Contract for the Services and to which the selected bidder shall provide services as per the terms and conditions and TOR of the contract.
- (h) “Government” means the Government of India/State/Local Government here it refers to AGRA MUNICIPAL CORPORATION.
- (i) “Instructions to Bidders” means the document which provides Bidders with all information needed to prepare their proposals.
- (j) “INR” means Indian Currency (Rupee).
- (k) “LOI” means the Letter of Intent being sent by the Employer to the bidders.
- (l) “Personnel” means professionals and support staff provided by the Bidder or by any Sub-Bidder and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
- (m) “Proposal” means the Technical Proposal and the Financial Proposal.

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- (n) “Project information” means information to Bidders for project planning and financial analysis.
- (o) “RFP” means the Request for Proposal prepared by the Employer for the selection of Bidders, based on the SRFP.
- (p) “SRFP” means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
- (q) “Job” means the work to be performed by the Bidder pursuant to the Contract.
- (r) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Bidder, and expected results and deliverables of the Assignment/ job.
- (s) “AMC” means Agra Municipal Corporation.
- (t) “ULB” means Urban Local Body

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2. Introduction

- 2.1 The Employer will select the Bidder meeting basic eligibility criteria as mentioned in document and in accordance with the method of selection specified in the document.
- 2.2 Detailed scope of the assignment/ job has been described in the document.
- 2.3 The date, time and address for submission of the proposals has been given.
- 2.4 The Bidders are invited to submit their Proposal, for Assignment/ job named. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidder.
- 2.5 Bidders should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/ Job and Local conditions, the bidder may refer project information section of this document or approach the authority as desired, before the bid submission date.
- 2.6 The Employer will provide at no cost to the Bidders the inputs and facilities specified in the document, assist the bidders in obtaining licenses and permits needed to carry out the Assignment/ Job, and make available relevant project data and reports.
- 2.7 Bidders shall bear all costs associated with the preparation and submission of their proposals. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

3. Eligibility of Association of bidders

JV/ Consortium is not allowed.

4. Clarification and Amendment of RFP Documents

- 4.1 Bidders may request a clarification on any clause of the RFP documents on or before the pre-bid meeting only. Any request for clarification must be sent by standard electronic means to the Employer's email address indicated.
- 4.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an corrigendum/addendum by standard electronic means. The addendum shall be uploaded on the same portal and will be available to all the bidders. To give Bidders reasonable time in which to take an amendment

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into account in their Proposals the Employer may give time, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

5.1 Employer requires that Bidders provide professional, objective, and impartial advice and at all times hold the Employer's interest's paramount, strictly avoid conflicts with other Assignment/ jobs or their own corporate interests and act without any consideration for future work.

5.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- a) Conflicting activities: firm that has been engaged by the Employer to provide goods, works or Assignment/ job other than Assignment/ job for a project, and any of its affiliates, shall be disqualified from providing Assignment/ job related to those goods, works or Assignment/ job. Conversely, a firm hired to provide Assignment/ job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/ job other than Assignment/ job resulting from or directly related to the firm's Assignment/ job for such preparation or implementation. For the purpose of this paragraph, Assignment/ job other than consulting Assignment/ job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- b) Conflicting Assignment/ job: A shall not be hired for any Assignment/ job that, by its nature, may be in conflict with another Assignment/ job of the Bidder to be executed for the same or for another Employer. For example, a Bidder assisting an Employer in the privatization of public assets shall not purchase, nor advice purchasers of, such Assets, similarly, a Bidder hired to prepare Terms of Reference for assignment/ job shall not be hired for the Assignment/ job in question.
- c) Conflicting relationships: A Bidder that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/ job, (ii) the selection process for such Assignment/ job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

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- 5.2.1 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the bidder fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

6. Unfair Advantage

If a Bidder could derive a competitive advantage from having provided consulting Assignment/ job related to the Assignment/ job in question and which is not defined as conflict of interest as per the RFP, the Employer shall make available together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

7. Proposal

Bidders will submit only one proposal.

8. Proposal Validity

The Data Sheet to bidder indicates how long Bidders' Proposals must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged.

9. Preparation of Proposals

- 9.1 The Proposal as well as all related correspondence exchanged by the Bidders and the Employer, shall be written in English language, unless specified otherwise.
- 9.2 In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 9.3 Depending on the nature of the Assignment/ job, Bidders are required to submit a Technical Proposal (TP) in forms provided in the RFP. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. Form Tech – I is a sample letter of technical proposal which is to be submitted along with the technical proposal.

9.4 Both the proposals shall be submitted online only.

- 9.5 A brief description of the bidder's organization to be provided in Form Tech-2. In the same Form, the bidder will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/ job, the outline should indicate the names of Professional staff who participated, duration of the Assignment/ job, contract amount, and Bidder's involvement. Information should be provided only for those Assignment/ jobs for which the Bidder was

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legally contracted by the Employer as a firm within a joint venture. Bidders should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.

9.6 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

9.7 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms. It shall list all costs associated with the Assignment/ Job. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10. Taxes

10.1 The Bidder shall fully familiarize themselves about the applicable taxes in accordance to taxation law applicable on such services. All taxes, shall be inclusive in the bided price.

11. Currency

11.1 Bidders must express the price of their Assignment/ job in India Rupees (₹) INR.

12. Earnest Money Deposit (EMD)

12.1 Earnest Money Deposit

- (a) The Applicant shall deposit an **Earnest Money Deposit (EMD) of Rupees Five Lakhs only** in accordance with the provisions of this RFP document. EMD is payable in the favour of Municipal Commissioner, Agra Nagar Nigam in the form of DD/ FDR/ Bank Guarantee issued from any Nationalized/Scheduled bank of India in favour of the ,Commissioner, Municipal Corporation, Agra.
- (b) Proposals not accompanied by EMD shall be rejected as non-responsive.
- (c) No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- (d) The EMD of the unsuccessful bidders would be returned within 30days after acceptance of LOA by the successful bidder.

12.2 The EMD shall be forfeited by the Employer in the following events:

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- (a) If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
- (b) If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- (c) If the bidder tries to influence the evaluation process.
- (d) If the First ranked bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the bidder).

13. Bid Document Fee

All bidders are required to pay **Rupees Five Thousand + 18% GST** online only as per their convenience, in the bank account of Municipal Commissioner, Agra.

Account No. 38120131718

Branch – Nagar Mahapalika, Agra

IFSC Code – SBIN0003707

The Bid Processing Fee is Non-Refundable. Non-submission of Bid Processing fee along with the Technical Proposal will be treated as non-responsive bid.

UTR No. of fees deposited will be mentioned in proposal submitted by Bidder.

14.Submission, Receipt and Opening of Proposal

- 14.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH, and FIN.
- 14.2 An authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign.
- 14.3 Applicant (authorized signatory) shall submit its offer for preliminary qualification, technical and financial proposal e-procurement system. However, Tender Document Fees and Earnest Money Deposit (EMD) should be deposited as per details provided in the bid document. The bid document complete in all respect is to be submitted on or before the time of last date of submission of bid through e-procurement system. AGRA MUNICIPAL CORPORATION will not be responsible for delay in submission due to any reason.
- 14.4 Bidders who wish to participate in this proposal will have to register on e- procurement system of U.P. Govt. to participate in online proposals, bidders will have to procure Digital Signature Certificate. Bidders who already have a Valid Digital Certificate need not procure a new digital certificate. Before electronic submission of proposal, it should be ensured that all the proposal papers including conditions of contract are read, understood by the Applicant. The uploaded document of the bid shall contain no alteration, or additions, unless notified. In case, the bidder makes addition and/or correction, the provision written in the original document, read with the addendum or corrigendum issued shall prevail. However, scanned copy or proposals technical eligibility document and financial eligibility documents

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and all original papers related to Bank Guarantee, Power Attorney etc. should be uploaded with the technical bid. The Applicant shall provide all the information sought under this RFP document. The AGRA MUNICIPAL CORPORATION will evaluate only those Bids that are received in the required formats and complete in all respects.

- 14.5 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. Bidder shall submit their offer only in online electronic format both for technical and financial proposal and all documents should be digitally signed. However, scan/screenshot of transfer of Proposal fees, EMD and all original papers related to Bank guarantee, power of attorney etc. as mentioned in Table and should be uploaded along with the technical bid.

15.Proposal Evaluation

- 15.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
- 15.2 Evaluation of Technical Proposals: while evaluating the Technical Proposals employer shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- 15.3 The employer shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the bidder and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.
- 15.4 The employer will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

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- 15.5 After opening of financial proposals, appropriate selection method shall be applied to determine the bidder who will be declared winner and be eligible for award of the contract. The methods of selections are described in the RFP document. This selected bidder will then be invited for negotiations, if considered necessary.

16.Award of Contract

- 16.1 After completing negotiations, the Employer shall issue a Letter of Acceptance to the selected Bidder and promptly notify all other Bidders who have submitted proposals about the decision taken.
- 16.2 The bidders will sign the contract after fulfilling all the formalities/pre-conditions including Performance Guarantee as mentioned in the standard form of contract within the time period stipulated in COD.

17.Confidentiality

- 17.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.
- 17.2 The employer reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Employer to undertake such verification shall not relieve the Applicant of its obligation or liabilities here under nor will it affect any rights of the Employer here under.
- 17.3 The selection process shall be governed by and construed in accordance with the laws of India and Dist. Courts at Agra and High Court of Judicature at Allahabad shall have exclusive jurisdiction and all disputes arising under pursuant to and/or in connection with the Selection Process.

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18. Procedure for Detailed evaluation of technical qualifications

The firms will be shortlisted against the pre-qualification criteria. Those who qualify/fulfill these criteria shall be considered for technical evaluation.

S.No.	Particulars	Supporting Documents to be submitted
1.	Bid Document Fees (Rs. Five Thousand+18% GST)	Original DD/ receipt of online payment
2.	Earnest Money Deposit (Rs. Five Lakhs only)	Original DD/ receipt of online payment
3.	Annual average Turnover of minimum Rs.2.0 crores (Rupees Two Crore only) during the last 3financial years (2017-2018, 2018-19 & 2019-20).	Certified Turnover Certificate issued by CA of Last three financial years must be attached. Form Tech- C
4.	The bidder have a valid GSTIN certificate	Copy of GSTN Certificate
5.	The Bidder should not be blacklisted/ debarred from any municipal corporation or government organization and it should not be Terminated under any contract by Agra Municipal Corporation.	Form Tech – D
6.	Whether Power(s) of Attorney for signing the bid documents has been enclosed?	Form Tech – E
7.	Copy of Certificate of Incorporation; Partnership deed	Certificate issued from Authority
8.	Letter of Proposal Submission	Form Tech –A
9.	Detail of Bidder	Form Tech – B
10.	The bidder must have on its payroll at least 100 (hundred) staff (permanent) on their payroll or through contract as on date.	Certificate from bidder's statutory auditor/ company secretary/ HR Head for Number of permanent staff employed by them including their ESI/ PF details including registration no.

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19. The Evaluation Criteria/ Parameter:

The evaluation of Proposals satisfying minimum eligibility conditions as above shall be done. The Criteria, sub-criteria and point system for detailed evaluation shall be as follows:

Sr.	Evaluation parameter (Bidder should enclose certificate issued from Municipal corporation will be considered for evaluation in all the marking criteria) Note :- Self certification will not be considered for any marking criteria	M.M (100marks)
I.	Specific experience of the Bidder firm relevant to the assignment/ job in Municipal Corporation having min. 10Lac Population;	45 Marks
1.	Awareness activities (IEC) related to Swachh Bharat Mission (SBM) (Bidder should enclose satisfactory ongoing/ satisfactory completion certificate issued from Municipal corporation)	15 marks
	Equal 7 or more such satisfactory ongoing/completed projects	15 Marks
	Equal to 4 to 6 satisfactory ongoing/completed projects	10 Marks
	Equal to 1 to 3 projects satisfactory ongoing/completed projects	5 Marks
2.	Swachhata Sarvekshan 2021 Million + city category Ranking	15 Marks
	Bidder serving the city comes under Top 5	15 Marks
	Bidder serving the city comes under Top 10	10 Marks
	Bidder serving the city comes under Top 15	5 Marks
3.	IEC for Swachh Bharat Mission (SBM) Work Experience in ULBs	15 Marks
	3 or more ULBs	15 Marks
	2 ULBs	10 Marks
	1 ULB	5 Marks
II.	Permanent Professional Staffs (Certificate issued from bidder's statutory auditor/ company secretary/ HR Head for Number of permanent professional staff employed by them including their ESI/ PF details with registration no.)	15 Marks
	More than 301 regular employees	15
	Equal to 201 to 300 regular employees	10
	Equal to 100 to 200 regular employees	5
III.	User Fee Collection Experience in a ULB having min. 10Lac Population (No. of work orders of user fee collection in combination with other activities shall also be considered)	20 Marks
	One Work Order, achieved more than 70% of the total target of collection	5 Marks
	Two Work Order, achieved more than 70% of the total target of collection	10 Marks
	Three Work Order, achieved more than 70% of the total target of collection	20 Marks
IV.	Proposed methodology and work plan in response to scope of work (Qualified bidders will be invited for a PowerPoint presentation on proposed methodology and work plan)	20 Marks
TOTAL MAXIMUM MARKS (I + II + III + IV)		100

Note:. The above marks are subject to meeting the criterion expectation of the authority, failing which authority may allocate less marks even.

The price bids of only those bidders who qualify technically (above 60 marks) will be considered for financial evaluation.

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20.Project Background:

Agra Municipal Corporation (hereinafter referred to as “**Agra Nagar Nigam (ANN)**” or “the **Authority**”), is one of the major ULB of Uttar Pradesh which attract tourist across the world because of Taj Mahal. The existing population of the Agra local body is approx. 20Lacs having 100municipal wards, divided into 4 sanitary zones and spread in total **126.50Km²**. Now city’s urban jurisdictional area has further increased by 34km², which also now become responsibility of AMC to deliver waste management and sanitation services in those areas.

Since ULBs faces various new and second-generation issues related with health, sanitation, waste management which has to be addressed in time bound manner. Despite many efforts on the part of the government, target could not be achieved. One of the main reasons is lack of knowledge as well as awareness of scientific and environmentally sound waste management systems and techniques. Hence AMC plans an effective campaign to educate and popularize various environment friendly measures, create enabling environment to bring about an attitudinal and behavioral change.

Being a heritage and environmentally sensitive city, the **ULB is looking for a Agency for a period of one year** that will help in ensuring effective compliances w.r.t. above mentioned rules/ acts/ notifications but also contribute in building the city image as Green and Swachh (Hygiene) City, through rigorous public/ stakeholder consultation, undertaking IEC activities and undertaking various capacity building exercises besides other supporting activities related to Waste Management, Sanitation and Health/ Hygiene.

For ensuring sustainability of these waste management & sanitation services, services of External Agency to collect User Fees from all Waste Generating units in compliance with SWM Rules, 2016 From entire Municipal Corporation Jurisdiction area including the extended revenue area against SWM & Sanitation Services. The details of the areas from where the user fee is required to be collected from a Chatta Zone.

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21.Objective:

- a) The main objective of this project is to achieve 100% door to door collection in a segregated form (Wet, Dry, Sanitary & Domestic Hazardous).
- b) Elimination of Dhalow Ghar
- c) To collect User Fee for door to door collection of waste from source.

22.Scope of Work

The Scope of work for Agency broadly includes the following:

- a) To ensure segregation (Wet, Dry, Sanitary, Domestic Hazardous) of solid waste at source as per the latest toolkit of Swachh Bharat Mission, CPHEEO norms 2016 and latest MoHUA guidelines
- b) Capacity Augmentation of Municipal Corporation field staff.
- c) To ensure maximum recovery of the user fee from the waste generating units as per the set milestones by AMC and to supplement the gaps of expenses incurred on delivering compliant services.
- d) Monitoring of Garbage Vulnerable Spots and Dhalaow Ghar to keep the area garbage free.
- e) Promotion of Decentralized waste treatment and promotion of 5 R (Refuse, Reduce, Reuse, Recycle and Recover) concept in allocated wards.
- f) Monitoring and Reporting to AMC about day-to-day door to door collection in segregated manner, cleaning and maintenance of transfer station, cleaning and maintenance of all the public and community toilets, urinals and sanitation work in the wards.
- g) To undertake thematic cleanliness drives as per the guideline of Swachh Bharat Mission (Urban) in all slum and residential areas, schools, main markets, bus stations, railway stations, parks, hospitals, restaurants and religious places of Agra.
- h) To ensure that the defaulters list is provided to AMC for initiating appropriate action in accordance with the Municipal acts.
- i) The non-audited waste generating units should also be brought to the notice of AMC for appropriate action.
- j) Promote and help ANN in monitoring of Primary collection and cleaning of entire ward area i.e. door to door collection in assign wards, collection and removal of road side waste dumps, collection and cleaning of waste bins, cleaning of drains and cleaning of entire ward area and back-lanes.
- k) Plan and run extensive drives and campaigns to make a plastic free city.
- l) Identify the existing rag pickers and submit a plan for inclusion of these rag pickers in formal system for their sustainable livelihood.

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Other Condition:-

- a) All the deployed staff will be in Uniform and wearing ID card.
- b) To develop a UFC cell with help of AMC within its premise, where the team can come and report, the data can be managed, supervised & monitored.
- c) To ensure that the amount or fee collected in form of User Fee has to be deposited in the Escrow Account the same very day or the next day to avoid any risk. These details to be shared with Account Officer of AMC immediately, for their record purpose and conciliation at the time of financial audits, if so required.

23.To ensure other necessary legal compliances:

- a) The bidder needs to ensure all operations in an environmentally safe and hygiene manner. There should not be any action that is indicated as in-appropriate and negatively evaluated by the AMC.
- b) To maintain proper documents both in hard & soft form, which to be kept and updated regularly by the UFC team in the Office.
- c) The bidder shall at all times indemnify the AMC against all claims, damages or compensation under the provisions not just limited to below rules, acts & order, passed by any prescribed authority for rendering such services:
 - a. Environment Protection Act & Rules, made thereunder
 - b. Swachh Bharat Mission 2.0 Guidelines & Garbage Free City (Star Rating Protocol)
 - c. Payment of Wages Act, 1936
 - d. Employers Liability Act, 1938
 - e. The Workmen's Compensation Act, 1923
 - f. Industrial Dispute Act, 1947
 - g. Indian Factories Act, 1948
 - h. Motor Vehicle Act, 1988 & Emission Norms.
 - i. UP minimum wages rules/ orders (if any)
 - j. Any other law applicable and AMC support to that.

24. Integrating entire activities with ICCC of Smart City for effective monitoring, supervision & MIS:

- (a) It is the responsibility of the bidder to maintain a computerized central monitoring control room for all UFC operation & management.
- (b) The Successful Bidder shall ensure 100% attendance of UFC team (hereinafter referred to as manpower) and equipment/ tools at all the times and furnish performance MIS as per schedule directed by ANN.

25.USER FEE – Minimum Collection Limit:

The successful Bidder shall depute their experienced resources to maximize the UFC & ensure achievement of set threshold limit by AMC as under:

- a) Average collection efficiency 1 - 3months : Cooling Period
- b) Average collection efficiency 4 – 6months : 30% of the Targeted units
- c) Average collection efficiency 7 – 9months : 50% of the Targeted units
- d) Average collection efficiency 10 – 12months : Min 75% of the Targeted units

In case of failure in achieving the set target, AMC shall deduct the payment in the equal proportion (%) from the invoice raised by the successful bidder against the set threshold limit.

26.Payment terms

The payment shall be made as under for the bid proposed activities:

- a) Monthly payment based on after approval of submitted deliverables/ invoice to be raised on monthly basis.
- b) The payment will be released at the earliest by AMC after the vetting of Invoice by the ZO, ZSO & SFI.

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27. Time Schedule

The successful Bidder shall adhere to the below time schedule set out in the table below or as decided by the AMC for implementation of the project.

Sr. No.	Activity starting from date of award of contract	Time Schedule (Max)
A.	Issue of Letter of Intent to the Successful bidder	1day
B.	Submission of Performance Bank Guarantee	A+5 days
C.	Submission of ground assessment report	A+ 7 days
D.	Mobilization of the 25% UFC& IEC Team (as per Team Given Format) based on ground assessment report	A + 10days
E.	Mobilization of the 50% UFC& IEC Team (as per Team Given Format) based on ground assessment report	D + 10days
F.	Mobilization of the 75% UFC& IEC Team (as per Team Given Format) based on ground assessment report	E + 10days
G.	Mobilization of the 100% UFC& IEC Team (as per Team Given Format) based on ground assessment report	F + 10days
H.	Setting up of Office within the AMC Premise with all necessary tools, equipment & IT gadgets required for effective UFC operation	A + 30days
<ul style="list-style-type: none"> ▪ AMC will validate the achievement of above Schedule by the bidder. ▪ On account of failure in achieving the said time schedule compliance, @5% of the penalty shall be imposed by AMC, which shall be recovered from very first Invoice of the bidder. 		

28. Minimum Team Composition & Qualifications for the IEC/ Awareness/ User fee Collection activities:

Zonal Head – 1 Resource
Ward supervisor and user fee collector – 25 Resources
Community Mobilizers – 100 Resources
Bidder has to ensure to deploy sufficient no. of staffs, based on Door-to-Door Vehicle Movement .
One (1) Community Mobilizer in each vehicle has to be deployed. (This person will move along with the Vehicle deployed by D2D operator for waste collection. This Vehicle could be a Mini Tipper).

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29.Reporting

The selected Agency has to report daily to AMC about the progress on the project as described in the Scope of Work as and when desired by AMC and updated report in the approved format to be submitted .Bidder has to submit the monthly progress report to AMC, in one (1) hard copy and two (2) soft copies on pen drive.

30.Penalty

- a) If the bidder fails to achieve the indicated milestones/ deadline then penalty shall be imposed against the given deliverables based on the recommendation of the ZO/ZSO/SFI to AMC. This amount shall be deducted from the invoice raised by the Bidder against the said deliverables.
- b) If the bidder fails to deliver the quantified deliverables, stipulated above, a penalty shall be imposed of the defaulted monthly invoiced value. This amount shall be deducted from the invoice raised by the Bidder in next subsequent month.

S.No.	Description	Penalty
1.	The successful bidder fails to deploy the team as per the time schedule on field, in accordance with the RFP conditions from the date of receiving the LoI and satisfaction of the AMC officials.	@ 1% per week from the total performance bank guarantee amount shall be deducted from the fore coming bill of the successful bidder.
2.	Non-Segregated waste collection	Rs.500/- per Vehicle per day.
3.	Identification of OD spot	Rs.100/- per spot per day (Human Being & Animals)
4.	Identification of GVP	Rs.500 /- per Point per day.
5.	Any legal non- compliance noticed by AMC officials Non performance of activities as per contract agreement for a day	Rs. 1000/- per non compliance as identified by the AMC officials, apart from the above indicated penalty points.

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31.Termination Clause

Termination clause on the bidder will be applied accordingly mentioned below:-

- a) If the UFC target continues to remain below 50% consecutively for 6 months, the bidder's contract is liable for termination subject to recommendation from AMC officers and staff . In between notices shall be served to bidder for performance improvement
- b) ANN without prejudice to any other remedy for breach of contract, by notice of default sent to the agency, may terminate the contract in whole or part.
- c) If the agency fails to deliver any or all the services mentioned in scope of work within the time period specified in the contract or within extension thereof granted by ANN.
- d) ANN may terminate the contract in whole or part. The Authority may not less than 15 days written notice of termination to the bidder, such notice will be issued after the occurrence of events specified for the termination of this agreement.
- e) If the bidder fails to perform any other obligation under the contract.
- f) If the bidder, in the judgment of ANN, has engaged in corrupt or fraudulent practices while executing the project.
- g) Any document or information submitted by the bidder in its proposal, based on which the agency was considered eligible or successful is found to be false, incorrect or misleading.
- h) ANN may terminate the contract in whole or in part after giving a written notice of termination to the agency with notice period of 30 days. Such notice can be given after the occurrence of the any of the events specified in the termination clause.

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Technical Proposal – Standard Forms

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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:

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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	:	

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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					
<p>Certificate from the Statutory Auditor</p> <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.

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FORM TECH – D

Letter for Blacklisting

[Location, Date]

To,

[Name and address of Employer]

Subject: Letter of Declaration for not have been Blacklisted/ Debarred from any Municipal corporation or Government organization and 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/ terminated from Agra Municipal Corporation of contract except for reasons of convenience of employer by any Government/ Government board/ Corporation/ Company/ Statutory Body/ PSU Company/ Non-Government/ Government of any sovereign countries/ Private agencies and Funding Agencies in the last 5years. 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:

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FORM TECH - E

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 **“Project Tittle”**.

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
.....

(Signature, name, designation and address)

Selection of Agency for Carrying out IEC activities in a chatta Zone under SBM along with Collection of User Fee From Waste Generating Units In the Chatta Zone

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.

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FORM TECH – F

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

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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]

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Designation

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

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Financial Proposal – Standard Form

Selection of Agency for Carrying out IEC activities in a chatta Zone under SBM along with Collection of User Fee From Waste Generating Units In the Chatta Zone

**FORM -FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM**

Financial Proposal Submission Form Format

(To be submitted online only)

Tender Inviting Authority: Agra Nagar Nigam, Agra						
Name of Work: Selection of Agency for Carrying out IEC Activities in Chatta Zone Under SBM Along with Collection of User Fee from Waste Generating Units in the Chatta Zone						
Name of the Bidder/ Bidding Firm / Company :						
<p align="center"><u>PRICE SCHEDULE</u></p> <p>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p>						
Sl. No.	Item Description	Quantity	Unit	Estimated Rate in Rs. P BASIC RATE including all taxes In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT including all taxes in Rs. P	TOTAL AMOUNT In Words
1.	Community Mobilizer (Rate inclusive of EPF / ESI)	100	Nos		0.00	INR Zero Only
2.	Ward supervisor and user fee collector (Rate inclusive of EPF/ESI)	25	Nos		0.00	INR Zero Only
3.	Zonal Head (Rate inclusive of EPF/ESI)	1	Nos		0.00	INR Zero Only

AGRA CITY MAP

Selection of Agency for Carrying out IEC activities in a chatta Zone under SBM along with Collection of User Fee From Waste Generating Units In the Chatta Zone

ANNEXURE- 2

Quality Cost Based System Selection Formula Applied

STAGE 1: TECHNICAL BIDS EVALUATION

Bidder details	Technical Mark Obtained
Bidder1	92
Bidder2	85
Bidder3	55
Bidder4	75

QCBS Grading System

Grade	Range	Marks
Outstanding	91-100	100
Excellent	81-90	90
Very Good	71-80	80
Good	61-70	70
Very Fair	51-60	60
Fair	41-50	50
Average	31-40	40
Below Average	21-30	30
Poor	11-20	20
Very Poor	1-10	10
Zero	0	0

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STAGE 2: Conversion of Technical Marks to Technical Score

Bidder details	Technical Score based on Grading System
Bidder1	100
Bidder2	90
Bidder3	Rejected *
Bidder4	80

*Since the eligible technical score should be 60 & above, bidder 3 is rejected

STAGE 3: FINANCIAL BID EVALUATION

Bidder details	Financial Bid Amount
Bidder1	1,30,000
Bidder2	1,20,000
Bidder4	1,00,000

Stage 4: Conversion of financial bid amount to score

Bidder Details	Financial Bid Amount	Financial Score (LFB/F*100)
Bidder1	1,30,000	$100000/130000 \times 100 = 76.92$
Bidder2	1,20,000	$100000/120000 \times 100 = 83.33$
Bidder4	1,00,000	100

LFB = Lowest Financial Bid, F = Quoted Amount

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Consolidated Technical & Financial Score

Bidder Details	Technical Score	Financial Score
Bidder 1	100	76.92
Bidder 2	90	83.33
Bidder 4	80	100

Stage 5: Combined Technical and Financial Score (CTFS) With Weightage 60:40

Bidder Details	Applying weights for the Technical Score & Financial Score	CTFS	Rank of the Bidder
Bidder1	$100*(70/100) + 76.92*(30/100)$	93.07 (70+23.7)	H1
Bidder2	$90*(70/100) + 83.33*(30/100)$	87.99 (63+24.99)	H2
Bidder4	$80*(70/100) + 100*(30/100)$	86 (56+30)	H3

As per the above table Bidder1 having scored highest is hereby successful Bidder