

# AGRA MUNICIPAL CORPORATION



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

Website: - [www.nagarnigamagra.com](http://www.nagarnigamagra.com)

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Ref. No: 411/A/EE/2023


Date: 01/09/2023

## INVITATION OF TENDER

Agra Municipal Corporation invites online Technical and Financial Bids from eligible bidders to undertake "Selection of Agency to Construct Public Toilets/ Urinals on DBOT basis on Different Locations against Advertisement Rights for a license period of 10 years."

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

Date of Publishing of Bid	02/09/2023
Bid Document Download Date	02/09/2023
Pre-bid meeting Date & Venue	06/09/2023 at 2:00 PM Agra Municipal Corporation
Last Date and Time of Submission of Bid (Online)	12/09/2023 till 12:00 PM
Technical Bid Opening Date and Time	12/09/2023 at 2:00 PM
Financial Bid Opening Date and Time.	Will be intimated later to Technically Qualified bidders
Cost of Tender Document (Non-Refundable)	Rs. 11,800/- (Rs Eleven Thousand Eight Hundred Rupees Only) including GST
Earnest Money Deposit (EMD)	INR 4,00,000/- (Rupees Four Lakh Only)
Contact Person for any clarification	Environment Engineer, AMC Contact No. 7300740631

  
(Pankaj Bhusan)  
Environment Engineer  
Agra Municipal Corporation

Copy to,

1. In-Charge Advertisement for publication in Newspapers.
2. IT Officer for necessary action.

  
(Pankaj Bhusan)  
Environment Engineer  
Agra Municipal Corporation



**Agra Municipal Corporation**  
**invites**  
**Request for Proposal**

*for*

**Selection of Agency to Construct Public Toilets/ Urinals  
on DBOT basis on Different Locations against  
Advertisement Rights for a license period of 10 years.**

**AGRA MUNICIPAL CORPORATION**

MG Road, Sursadan Crossing, Agra – 282 002

Email: amcagra1@gmail.com

Phone No.: 0562 – 285 067

### **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.

The 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. The 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 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

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## **Standard Definitions**

1. **“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.
2. **“Agency”** means a Firm registered under Company’s Act 2013, LLP act 2008, Partnership firm, Not for Profit Organization (NGO), Self Help Group (SHG) or a Proprietorship firm, LLP, providing services under Waste Management, Capacity Building, Health Hygiene, Awareness, Sanitation etc.
3. **“Authority”** here refers with Agra Municipal Corporation or Agra Nagar Nigam (AMC/ ANN).
4. **“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.
5. **“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.
6. **“Government”** means the Government of India/State/Local Government here it refers to AGRA MUNICIPAL CORPORATION.
7. **“Instructions to Bidders”** means the document which provides Bidders with all information needed to prepare their proposals.
8. **“INR”** means Indian Currency (Rupee).
9. **“LOI”** means the Letter of Intent being sent by the Employer to the bidders.
10. **“Project information”** means information to Bidders for project planning and financial analysis.
11. **“RFP”** means the Request for Proposal prepared by the Employer for the selection of Bidders.
12. **“Job”** means the work to be performed by the Bidder pursuant to the Contract.
13. **“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.
14. **“MC”** Municipal Commissioner.
15. **“AMC”** means Agra Municipal Corporation.
16. **“ULB”** means Urban Local Body
17. **“DBOT”** means Design Built Operate & Transfer

**DATA SHEET**

S.No	Particulars	Details		
1.	Name of the Employer:	AGRA MUNICIPAL CORPORATION		
2.	Name of the Assignment/ job:	Selection of Agency to Construct Public Toilets on DBOT basis on Different Locations against Advertisement Rights for a license period of 10 years.		
3.	Bid document fee	Amount of Rs11800/- (Eleven thousand Eight hundred rupees) including 18% GST is to be deposited in the form of DD/RTGS / NEFT, in Favour of Municipal Commissioner , Agra. Account No. – 38120131718 Branch – Nagar Mahapalika, Agra IFSC Code – SBIN0003707		
4.	Earnest Money Deposit (EMD)	Rs.4,00,000/- (Rupees Four Lakh Only) in the form of RTGS / NEFT /FDR/ BG in Nationalized/Scheduled Bank of India in Favour of Municipal Commissioner , Agra. Account No. – 38120131718 Branch – Nagar Mahapalika, Agra IFSC Code – SBIN0003707		
5.	Proposal validity	180 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	S.No.	Event Description	Date and Time
		a)	Sell of bid/RFP document	02/09/2023
		b)	Pre-Bid Meeting	06/09/2023
		c)	Bid Submission due date	12/09/2023
		d)	Opening of the Bid document	12/09/2023
e)	Opening of financial bid	To be decided later		
9	The Employer's representative is:	Shri Pankaj Bhushan Environment Engineer, AMC (+91 7300740631)		
	E-mail:	<a href="mailto:amcagra1@gmail.com">amcagra1@gmail.com</a>		
10	Project Duration	license period of 10 years subject to satisfactory delivery of services.		
12	Performance Bank Guarantee	10% of the Total project cost and this to be submitted post award of the contract.		
14	Undertaking the work	Within 15 days from the date of LOA		
15	Method of Selection	The bidder whose rates are found <b>highest (H1)</b> i.e., the <b>one who pays maximum revenue/ royalty</b> to Municipal Corporation		
16	Currency	Bidders must express the price of their Assignment/ job in India Rupees (₹).		
17	Taxes	The bidder has to quote the financial excluding all taxes and GST		

**Objective:**

To ensure compliances with Swachh Bharat Mission Guidelines and provide a better and hygiene toilet facility to the floating population in Agra.

**Features**

1. Design parameters and specification of the proposed public toilets/Urinals as per the design approved by Municipal Commissioner, Agra.
2. Public toilets / Urinals shall be constructed at specified locations as directed by the Municipal Commissioner, Agra.
3. Public toilets / Urinals must be accessible to physically challenged, and must have a ramp with required slope to assist easy access.
4. The agency has to maintain the cleanliness around the complex up to the extent of 50mtrs and also ensure that the premises up to the aforesaid extent, is litter free and urination free
5. Approximately 30x11.5 sqft. of land will be made available for construction of Toilet on MG-Road.
6. Proposed location to Construct Toilets/ Urinals are MG-Road, MG- Road-2, Mall Road, Commercial areas, Sikandra -Bodla Road.

**Scope of work with minimum service level benchmark:**

- 1) The successful bidder shall have 3-sided advertisement rights on model public toilet building.
- 2) The bidder will construct the toilet using the civil material, plumbing/ electrical fixtures and mixture ratio as stipulated within the RFP document as **Annexure-1**.
- 3) Bidder to ensure Wash basin(s)/ hand wash/ soap facility clean and usable at all times along with availability of water during operational hours.
- 4) Premises must remain well-lit at all times, both within and from outside, with each seat having its own light point, and all light points should remain functional.
- 5) Bidder to ensure safety and functionality of the premises from 04:00am to 10:00pm for entire year.
- 6) Shall undertake white washing and painting of the toilets every year.
- 7) Available soap / operational soap dispenser.
- 8) Walls and floors are stain / graffiti free.
- 9) Usable taps and fittings, with no leakage or water tank outside the structure with water available in it at all times during opening hours.
- 10) Check operation of taps and pipework for leaks and repair leaks immediately.
- 11) To ensure that no untreated faecal sludge/ septage and sewage from the toilet is discharged and/ or dumped in drains, open areas or water bodies.
- 12) Gender specific, separate entrances for males and females.
- 13) Low height toilets/Indian toilets for children.
- 14) Premises are visible to passers-by, with clear signage, and the area within 3meter from each direction of the structure is not encroached by unauthorized construction and vendors.
- 15) The Successful bidder shall ensure all plumbing, wastewater connections up to septic tank /sewer connections, are functional.
- 16) The Successful bidder shall ensure electricity is available during the operations period and all fittings are functional and electricity bill is to be paid by Successful bidder.
- 17) All electrical fixtures shall be working during the agreement period. The Successful bidder shall ensure timely replacements of electrical fixtures on requirement basis.
- 18) All Staff should be in uniform which is approved from AMC.
- 19) Plants/ shrubs in the vicinity of toilet complex are well maintained/ Plant pots available.
- 20) Hand dryer/ paper napkin/ Towels to be made available.
- 21) Ladies' toilets must have vending machine and incinerator for sanitary napkin disposal.
- 22) Functional LEDs outside the toilet premises during the night, without any dark, shadowy areas in the vicinity of the toilet.
- 23) ICT based feedback machine in each Public Toilet should be installed.
- 24) Structural audit of toilet block has to be undertaken after Every three years, by a certified civil auditor.



- 25) The staff should be polite, clean and behave decently with decent verbal skills. The staff should be trained to answer any queries by the customer or citizens. The staff should also be trained with cleaning procedures and all procedures to keep the premises clean.
- 26) The Successful bidder shall furnish names of the persons who have been appointed as cleaner/ caretaker for the toilet facilities and their names should be registered with the ULB. The said cleaner/ caretaker of the Successful bidder shall not allow any other person to occupy the toilet facilities.
- 27) The Successful bidder shall not allow any person to use toilets for residential purpose or for stocking of any material etc., and not keep any animal/ motor vehicle in or around the complex other than one caretaker/ cleaner at each toilet facility to ensure continuous service.
- 28) The Successful bidder shall maintain hygiene condition around the toilet and ensure that no wastes of any kind are dumped or wastewater is stagnated or overflowed around the toilets.
- 29) The above parameters shall be observed and monitored by authorized representative on Municipal Corporation Agra on daily basis on specially designed chart for the purpose.
- 30) The caretaker should remain on duty at all the time.
- 31) Should submit the detailed monthly report to AMC on the prescribed Performa or as per demand by MC from time to time.
- 32) The successful bidder shall have to execute an agreement with AMC before taking over the possession of the toilets.
- 33) Successful bidder will install CCTV camera in each and every Public Toilet/Urinal for proper monitoring of the toilet.
- 34) All the CCTV camera will be linked with ICCC Smart city Agra.

**Other Conditions:**

- a) The bidder is requested to inspect the proposed indicated sites for the construction of Public Toilet on DBOT basis, before participating in the bid.
- b) The successful bidder shall be handed over the Public Toilets site, on “as is where is” basis and the bidder after inspecting the site, will have to undertake construction activities of the public toilet blocks in accordance with the RFP stipulated conditions.
- c) No request/ complaint regarding the premises/ toilets in question shall be entertained after participating in the tender.
- d) Violation of any Service Level Benchmark, in any unit in any particular day shall be considered as single default accordingly the penalty shall be imposed on the successful bidder.
- e) The Commissioner, AMC reserve all the rights to cancel or revise any or all the conditions of the tender at any later stage.
- f) Any dispute arising out of the contract agreement, shall be referred to the jurisdiction of Agra Court only.
- g) In case the successful bidder intends to leave the job under the contract, they will require issuing three-month advance notice with reasonable ground for abandoning the contract to AMC. Final decision in this regard shall be taken by the Commissioner, AMC which shall be binding upon the parties. In case of breach of contract in this regard, the Performance Security deposited by the bidder shall be forfeited, besides taking other actions as deemed fit.
- h) The staff deployed in the toilet shall avoid use of alcohol during working hours and in case of breach of this condition will entail criminal action against the said staff.
- i) The contractor shall have the right to display advertisement at the toilet blocks during the contract period. The displays at the new toilet blocks to be constructed shall be as per the design pre-approved by AMC. The decision of Supreme Court, High Court and other local concerned authorities should be adhered.
- j) Electricity/water connection will be taken by agency at its own cost from. Electricity/ water charges will also borne by agency. Agency Will deposit one copy concerned monthly bill at AMC office. No generator set shall be permissible for providing electricity at the toilet block. Solar panels may be used for power. Contractor shall do proper sewerage/ drainage treatment, wherever required.
- k) The Successful bidder shall repair, maintain, and operate the allotted toilet block with structure, sanitary and electrical fittings, and fixtures, in good condition, during the concession period and, thereafter, hand over to the AMC the toilet blocks with entire installation, fittings and fixtures, display boards etc. in good maintainable condition, free of charge.

- l) At the time of surrender of the contract at any premature stage or predetermination/ termination of the same for any reason whatsoever, the contractor shall have no right to remove the installations/fittings and fixtures of the toilet blocks or any of the material or items, provided by him/her and the same shall become the property of AMC.
- m) The toilet is to be constructed by 02 months from the date of issue of LOA, which shall include obtaining electricity, water and sewerage connection from the concerned departments, installation of electrical and sanitary fittings and fixtures as may be required for making the toilet block fit for public use, which shall not be extendable, under any circumstances. The monthly license fee shall be payable by the contractor from the day next to the date of expiry of the completion period or from the day next to the date of issue of certificate by AMC regarding satisfactory completion of work of construction/up-gradation, as the case may be, whichever is earlier.
- n) The Successful bidder shall have the right to display advertisement at the toilet blocks during the contract period. The advertisement shall be concealed within the walls. If backlit advertisement is undertaken by the Successful bidder than bidder has to pay at least 60% higher the amount of quoted rate i.e., The displays at the new toilet blocks to be constructed shall be per the design pre-approved by AMC. The decision of Supreme Court, High Court and local authorities should be adhered.
- o) In addition to the space provided to the contractor for display of commercial advertisement, a space not exceeding 30% of the outer surface area of the toilet blocks, shall be used for display for social messages and AMC logo, as may be provided to him, from time to time.
- p) Bidder shall be entitled to levy user charge as per rule for using public toilets. whereas urinals shall be free for public use.
- q) Service tax and other taxes shall be payable by the contractor directly to the concerned authority, at the rates, as may be applicable, from time to time.
- r) The contractor shall maintain proper books of accounts of the advertisement displayed from time to time submit details of the same at the time of making payment of advertisement tax and produce the relevant books of accounts, as and when specifically required by the AMC.
- s) The allotment of work is subject to modifications in the specifications and compliance of guidelines, as may be prescribed, from time to time.
- t) Any theft, damage, breakage of the structure, electrical or sanitary fittings/ fixtures, erected/provided by the contractor, including toilet blocks, shall be the responsibility of the contractor and the repairs/replacement shall be done by the contractor during the concession period, at its own cost.
- u) For the purpose of this contract, authorized person of AMC shall be competent authority and his/her decision shall be final and binding on the parties to the contract
- v) Any damage to the foot-paths, tiles, curb-stones, central verge or any other ancillary structures, during construction/ maintenance/ operation of the toilet blocks, including supporting structure shall be the sole responsibility of the contractor, which shall be made good by the contractor, as per existing specifications, at its own cost.
- w) The contractor shall have to guarantee against closer of the project, due to his fault or due to bankruptcy or for any other reasons not on the part of the department and in such an event, no compensation shall be payable to the contractor and the department shall be entitled to take over the charge of the project in whatever stage it is, without any payment being made whatsoever and to get the project completed in whatever manner, it deems fit.
- x) The contractor shall take all precautions to avoid any accidents during up gradation/ repair / maintenance/ operation of the toilet blocks, electrical/ sanitary fittings and fixtures. If any accident occurs during up gradation/repair/ maintenance/ operation of the toilet blocks/fittings and fixtures, the contractor shall be directly responsible for the damage or any other consequences, whatsoever and AMC shall be kept harmless. Proper arrangement shall be made by the contractor to avoid any hindrance to the public during construction, maintenance, and operation of the toilet block.

- y) The contractor shall not exceed the prescribed portion of the toilet blocks for display of advertisement and shall ensure that no colour matching that of the traffic, signals i.e., Red, Orange, and green is used for display advertisement.
- z) The contractor shall not display any advertisement related to liquor, cigarette, tobacco or tobacco products or any advertisement which is abusive/obscene/vulgar/negative, in nature, or which violates the code of conduct, in any manner whatsoever, and ensure that public decency is maintained. He shall also not allow display of any religious advertisement that may cause any resentment among the public, in any way whatsoever. The proposed advertisement shall be got approved from AMC for its content and design.
- aa) The contractor shall construct, maintain, and operate the toilet block at the sites as per Specifications. No payment towards cost of construction shall be paid by AMC.
- bb) AMC may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender document.
- cc) In the event of unsatisfactory service, negligence or slackness is found of the agency in carry out the work or instructions, the AMC shall call for the explanation and terminate the contract, if there is no improvement even after repeated instructions.
- dd) The selected agency shall ensure that the labour engaged by him to carry out the work shall not claim any right whatsoever against the AMC by virtue of service rendered under this contract and shall not hamper the work by resorting to demonstration, agitation etc.
- ee) The selected agency shall be held responsible for all or any of the act done by the staff /workers and shall be alone responsible for the payment of wages or any loss or damage caused by them during the course of service or work undertaken and shall also be responsible and be liable for payment of any compensation under workmen compensation Act. The AMC will not be liable for any such event whatsoever.
- ff) That agency shall not engage child labour and shall agree and permit the workers to avail weekly off.
- gg) The agency shall not sublease or assign any part or portion of the work or the whole on the basis of the commission to others. If such conduct or action is found and brought to the notice of the AMC, the AMC is entitled to rescind and cancel the contract altogether.
- hh) The AMC has the authority either to suspend or to cancel the contract when it is not desirable to continue the contract at any point of time due to non-satisfactory performance.
- ii) The AMC also reserves the right to alter, modify, change, or remove any of the conditions mentioned in the agreement, with prior notice to the agency.

**Tender fee:**

- 1) Tender document shall be accompanied by Tender Fee of Rs.10,000 +18% GST /-only issued in favour of “Municipal Commissioner, Agra” payable by any Nationalized Scheduled bank at Agra or through NEFT/RTGS/Net-Banking in the following Bank **Details –A/c Holder Name –Nagar Nigam Agra, A/c Number – 38120131718, Bank Name – State Bank of India, IFSC Code – SBIN0003707 (5th Character is Zero).**
- 2) 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.
- 3) Acknowledgement of fee deposited shall be accompanied by tender documents.

**Earnest Money Deposit (EMD):**

Bidder shall deposit an Earnest Money Deposit (EMD) of Rs.4,00,000/- in accordance with the provisions of this RFP document. EMD is payable in the favour of Municipal Commissioner, Agra Municipal Corporation in the form of RTGS/NEFT/FDR/ Bank Guarantee issued from any Nationalized/Scheduled bank of India.

- a) Proposals not accompanied by EMD shall be rejected as non-responsive.
- b) No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- c) The EMD of the unsuccessful bidders would be returned after acceptance of LOA by the successful bidder.

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.

**Performance Bank Guarantee:**

- 1) The successful bidder has to submit a Performance Bank Guarantee equal to 10% of the total project cost within 15 days from the award of contract. The EMD submitted with the Authority can be adjusted with the PBG. No interest shall be payable by the Employer for the sum deposited as earnest money deposit or PBG.
- 2) The EMD of the unsuccessful bidders would be returned immediately.
- 3) 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).

**Minimum Eligibility Criteria of a bidder:**

- A. The bidders who fulfill the following minimum eligibility criteria; their bids shall only be considered as responsive & will be eligible for further scrutiny:
- B. The Bidder is advised to submitted his bid through online mode only on the e-procurement website <http://etender.up.nic.in> . “Technical Bid” & “Financial Bid” are to be submitted online only.
- C. Bidder should properly arrange the documents as per the eligibility criteria with proper page no. and Index.
- D. Bidder should submit required documents only as per the RFP.
- E. All the documents should be duly signed by the bidders.

Technical documentary Requirements for Bid Evaluation:

The Envelope that is encrypted as “Technical Bid” must have the following documents placed within for evaluation. Non-furnishment of any document shall make the bid non-responsive and will be rejected for further evaluation.

S.No.	Eligibility Criteria	Supporting Documents
1.	Bid Document Fees of Rs.11800/- (Eleven thousand Eight hundred rupees) including 18% GST.	Fee Receipt along with the UTR or transaction no.
2.	Earnest Money Deposit of Rs	NEFT/RTGS details
3.	The Bidder should be a company registered under the Companies Act, 2013 OR the Companies Act, 1956 OR a partnership firm registered under LLP Act, 2008 OR Registered Partnership Firms OR a Proprietorship firm, Non-Governmental Organization (NGO) or Self-Help Group (SHGs) in accordance with the permitted and applicable laws of India and is operative from last 5 years.	Valid Registration Certificate under Company’s Act or another relevant act/ permissible law.
4.	The minimum turnover of the bidder should be Rs.1.0Crore in each of the last three financial year i.e., 2019-20; 20-21 & 21-22.	Form-B for Financial Information, including all Balance Sheets etc.
5.	The bidder should have an experience in executing Civil Contract/ Mass Media/ Publication/ Out-door Advertisement, in last 03years	Form-C containing detail Job works as per RFP requirement, executed/ or being executed in last three years.
6.	The bidder should not have incurred any financial losses in any of the last three financial years.	Statement Signed by a Chartered Accountant
7.	The Bidder shall not be under corrupt or fraudulent practices by any of the Government agencies as on the date of submission of the bid.	Form-D letter of non-blacklisting
8.	Registration of GST.	Copy of GSTN Certificate
9.	Registration with EPF & ESI Departments.	Registration Certificate
10.	PAN card issued by competent authority.	Copy of PAN card
11.	Letter of Proposal submission	Form-A for Bid Submission/ Self Declaration Form

**Financial bid:**

The Financial Bid that is submitted in a separate sheet and marked as “Financial Bid” will carry only the financial proposal i.e., the Cost Sheet. Where, the monthly Royalty payment that the bidder wishes to pay to Agra Municipal Corporation has to be quoted in Indian Currency, signed, stamped & sealed. The Format of the Financial Sheet is placed as Form-E in this RFP document. This is to be filled online on the given BOQ sheet.

**Bid Evaluation Criteria:**

The technical bids shall be evaluated based on the available documents submitted by the bidder. AMC shall follow two bid system where the technical bid and financial bid shall be evaluated separately. The Stages of Bid Evaluation shall be as under:

- a) Minimum eligibility criteria shall be evaluated, first.
- b) If a bidder’s bid is accepted (found responsive). The Technical eligibility criteria shall be evaluated.
- c) If the bidder’s placed/ furnished documents are found technically acceptable, those qualified bidder’s financial bid shall be opened.
- d) The bidder whose rates are found **highest** i.e., the **one who pays maximum revenue/ royalty** to Municipal Corporation over the base rate on the DBOT Public Toilet, shall be, declared as successful bidder and will be invited for signing of the contract. Any rates quoted below the base rates shall be rejected out-rightly.

**Penalty Schedule:**

If the successful bidder fails to achieve the below milestones AMC shall penalize the bidder as under:

<b>Event of Default</b>	<b>Penalty</b>
If the care taker is found absent from the site	Rs.500/- shall be fined/ deducted, for a single offence for a day. If remain absent continuously for 3days, the penalty amount shall get doubled with every day. This amount shall be recovered either with the Monthly license fee/ PBG as placed with Municipal Corporation.
If the toilet fixtures are found missing/ broken/ not in usable state	Rs.500/- shall be fined/ deducted, for a single offence per unit per day. If violation is found continuously for 3days, the penalty amount shall get doubled with every day. This amount shall be recovered either with the Monthly license fee/ PBG as placed with Municipal Corporation.
If the toilet block is found not in hygiene state or no water	Rs.1000/- shall be deducted for that day as a single offence.
If the toilet security is found not appropriate for Gender Usage	Rs.2500/- shall be imposed as penalty for that particular offence/ day.
Mandatory records & consumables found missing	Rs.1000/- shall be imposed as penalty for that particular offence/ day.
Electricity bill/ Water bills not paid on time	Rs.500/- penalty on per day basis, if any such departmental complaints are received.
If the Performance Bank Guarantee is not submitted within 15days from the date of award of contract.	Rs.500/- penalty on per day basis, till it is submitted. If bidder fails to place the PBG within 30days of issuing Letter of award, the LOA shall be terminated and EMD shall be seized.

### **Termination**

- Non-maintenance of structure and installations up to technically sound levels by the contractor may result into termination of the contract and taking over possession of the toilet block with installations by the department.
- Any reporting of citizens/ public on passing indecent remarks/ misbehave/ any unlawful activities not indicated above will be considered as breach of contract, and subject to contract termination and prosecution in accordance with law.
- After repetition of instructions and warnings received from AMC officials, if Successful Bidder will not improve their work and follow the instructions contract will be terminated.
- If 100% task/job is not completed within time frame for regular 15days, contract will be terminated.



**Form- “A”**

Bid Submission/Self Declaration Form

To,

The Commissioner  
AGRA MUNICIPAL CORPORATION  
MG Road, Sursadan Crossing, Agra – 282 002

**Name of Work: Selection of Agency to Construct Public Toilets on DBOT basis on Different Locations against Advertisement Rights for a license period of 10 years.**

NIT No.:

Dated:

I-----S/o-----do hereby solemnly affirm & declare as under:

- 1) That I am the Sole Proprietor/ President/ Partner/ Authorized representative of the Sole bidder M/s..... I have read and examined the Notice Inviting Tender, RFP and all contents in the tender document for the subject work.
- 2) That I have submitted the requisite RTGS/NEFT/FDR/ Bank Guarantee against earnest money & tender fee cost or have deposited online and furnished the challan in the technical document.
- 3) We agree to keep the tender open for One hundred eighty (180) days from the date of opening of its financial bid and not to make any modifications in its terms and conditions.
- 4) If I, fail to deposit the prescribed performance guarantee within prescribed period, I agree that the AMC shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Earnest Money absolutely. Further, if I fail to commence work within specified period, I agree that AMC shall without prejudice to any other right or remedy available in law be at liberty to forfeit the said Earnest Money and performance guarantee absolutely. Further, I agree that in case of forfeiture of Earnest Money/performance guarantee as aforesaid, I shall be debarred for participation in the tendering process of such works as per decision of AMC.
- 5) I have not been debarred/ black listed from tendering by any department/ ULB / organization in India.
- 6) I, ..... Son/ Daughter of Shri..... Age ..... years resident of ..... do hereby affirm and declare that the information given above and in the enclosed documents is true and correct to the best of my knowledge and belief and nothing material has been concealed therein. I am well aware that concealment of facts and giving false information is punishable offence and in case I am guilty of giving false information or concealment of facts herein, I will be liable to be punished with imprisonment and / or fine as per the relevant provisions of law. I also undertake that the benefits availed by me by furnishing such false information or concealment of the facts shall be liable to be summarily withdrawn.

Dated.....

Signature of Authorized  
representative of the Sole Bidder Agency

**FORM 'B'**  
FINANCIAL INFORMATION

Turnover of the last three years duly certified by the Chartered Accountant to be submitted in the following format.

Year	2019-20	2020-21	2021-22
Gross Annual turnover. (Rs. In Crore)			

Signature of Chartered Accountant with Seal

Signature of Bidder(s)

**FORM 'C'**

**DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE  
LAST THREE YEARS**

Project name:
Name of Employer:
Duration of Project (months):
Start date (month/year): Completion date (month/year):
2019-2020 2020-2021 2021-2022

Signature of Bidder(s)

**FORM 'D'**

Letter for Blacklisting

To,  
Municipal Commissioner,  
Agra Municipal Corporation  
Agra

**Subject: Letter of Declaration for not have been Blacklisted/ Debarred/ terminated/ 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/ termination 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 2years.

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-E**  
Financial Bid Format

Name of Work	Item Description	Base Rate (Rs./ Month/ Public Toilet Unit) to be paid to AMC	Rate to be quoted by the Bidder (Percentage above base rate/ Month/ Public Toilet Unit)
Selection of Agency to Construct Public Toilets on DBOT basis on Different Locations against Advertisement Rights for a license period of 10 years.	Royalty/ License fees against advertisement per sqft.	27.87/ sqft.	@Percentage above - Per Sqft. against each advertisement wall.  (Rates not to be quoted here, it will be quoted online, on the given BOQ)

**Note:**

- 1) For example, if base rate is Rs.8 per sqft. and bidder wants to offer Rs.10 per sqft. then quoted percentage shall be as 25%.
- 2) Please note any rates quoted below the base price shall be rejected out rightly. There is no upper ceiling.
- 3) No additional condition(s) from the bidder would be accepted.

Selection of Agency to Construct Public Toilets on DBOT basis on Different locations for a period of 10 years

### **Periodic Maintenance Schedule**

A minimum periodic maintenance schedule is given below

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

### **Cleaning equipment to be provided at each toilet block**

- Cleaning/ scouring powder
- Glass cleaner (with spray bottle)
- Disinfectant cleaner such as phenyl
- Toilet bowl cleaning brush
- Broom
- Dust-pan corner brush
- Mop/ bucket/ wringer
- Signages such as 'wet floor' and closed for cleaning.
- Duster
- Clean cloth
- Paper towels/ toilet paper/ soap
- gloves

**Annexure – 1**  
**Public Toilet Fixtures Descriptions**

Annexure 1 (a)

Sl No.	Item Description	Acceptable Make
	<b>Anti-Termite Treatment</b>	
1	Chlorpyriphos (Pre-Construction treatment)	DR-NOCIL / Bayer / Pyramid / Scarle / Montari
	<b>Concrete Works</b>	
1	OPC/PPC, 53 Grade (For Structural), 43 Grade (For Other Use)	ACC / Ultratech / Shree Cement / Ambuja / Century / JK laxmi Cement / Birla Group / Binani / Wonder / Dalmia or Other approved ISI makes subject to the approval of Engineer-in-Charge
2	White Cement	ACC / JK white / Birla White
3	Chemical Admixture	Sika Fosroc / Pidilite /
	<b>RCC Works</b>	
1	Reinforcement Steel, Fe 500 Grade	Bharat Ispat Nigam / Sail / TISCO / Jindal through their authorised representative or Other TMT steel licenced manufactures
2	Ready Mix Concrete	L&T / Birla / ACC / RMC or Approved equivalent
3	Structural Steel	Sail / TISCO / VIZAG or Other approved makes approved by Engineer-in-Charge
4	M S Pipes	Jindal / Apollo /Zenith / QST / Khandelwal
5	M S Fittings	VS / Guru / Saint
	<b>Sanitary Fixtures</b>	
1	Sanitary Items	Hindware / Parryware
2	GM / Brass Valves and cocks	Neta / Guru or other ISI approved makes
3	PVC & CPVC Pipes and Fittings	ASHIRVAD / FINOLEX / PRINCE / SUPREME
4	GI Pipes	
	a) For general plumbing work	Jindal / Apollo / Zenith
	b) For water mains 50mm and above	Tata
5	GI Fittings	Heavy duty with ISI marking
	<b>Wood Work</b>	
1	Water Proof Plywood	Green Ply / Century / Kit Ply / Anchor
	<b>Lighting Accessories</b>	
1	Flush / Piano Type Switches Sockets and Regulators etc	Anchor / Isha / Cona
2	Indoor Light Fittings and accessories	Philips / CG / Bajaj / GE / Havells
3	Ceiling / Pedestal / Wall Mounting Fans	Orient / Crompton / Usha / Bajaj / Havells
4	Exhaust Fans	Orient / Crompton / Usha / Bajaj / Havels
	<b>Wires, Cables &amp; Conduit</b>	
1	PVC Wires	Finolex / Anchor / RR Kable / Havels /
2	PVC Casing & Caping	Modi / Classic / Supreme / Polyplast

Selection of Agency to Construct Public Toilets on DBOT basis on Different locations for a period of 10 years

<b>3</b>	GI Pipes	Jindal / Apollo / Zenith / Surya / Prakash / Tata
<b>4</b>	Metal Conduits	Bharat / Gupta / Supreme / AKG
<b>5</b>	UPVC/PVC Conduit Pipes	Universal / Uniplast / Finolex / Modi / Avon / VIP / Polyplast or any renowned brand
	<b>Finishing</b>	
<b>1</b>	Ceramic tiles / Glazed tiles for toilets	Kajaria / Johnson / Regent / Bell / Somany / Nitco or any renowned brand
<b>2</b>	Paints Primer Oil bound Distemper Acrylic Paint	Asian / ICI Dulux / Nerolac / Berger / Nippon / Jenson & Nicholson (First Grade Paint Only)
<b>3</b>	Water proof cement paint	Snowcem India Ltd. / Asian Paints / Berger / Nippon / ICI Dulux / Jenson & Nicholson (First Grade Paint Only) or any renowned brand
<b>4</b>	Synthetic Enamel Paint	Asian / Nerolac / Berger / Jenson & Nicholson (First Grade Paint Only) or any renowned brand
<b>5</b>	Cement Based Wall Putty	JK Wall Putty / Birla Wall Care / Asian
	<b>Miscellaneous</b>	
<b>1</b>	Glass (Clear or Pinheaded)	Saint Gobain / Azahi / Triveni / Modifloat / Modiguard

Annexure 1 (b)

Sl No.	Item Description	Qty
<b>1</b>	Ceiling Fan	As per Design Approved
<b>2</b>	LED Tube Light 15 watt	As per Design Approved
<b>2</b>	LED Bulb 15 watt	As per Design Approved
<b>3</b>	WC (European)	As per Design Approved
<b>4</b>	WC (Indian)	As per Design Approved
<b>5</b>	Urinal	As per Design Approved
<b>6</b>	Wash Basin	As per Design Approved
<b>7</b>	Mirror	As per Design Approved
<b>8</b>	Soap Dish	As per Design Approved
<b>9</b>	Towel Rail	As per Design Approved
<b>10</b>	Window	As per Design Approved
<b>11</b>	Ventilator	As per Design Approved
<b>12</b>	Flush Door	As per Design Approved
<b>13</b>	PVC Water Tank (1000 Ltr Capacity)	As per Design Approved
<b>14</b>	Bib Cock	As per Design Approved
<b>15</b>	Pillar Cock	As per Design Approved
<b>16</b>	Stop Cock	As per Design Approved
<b>17</b>	Float Valve	As per Design Approved