AGRA MUNICIPAL CORPORATION

Near Sur Sadan, M.G. Road Agra (U.P.) –282002
Website: -www.nagarnigamagra.com
Email: -amcagra1@gmail.com

Ref. No.480/D/EE/2023 Date: 16.10.2023

INVITATION OF TENDER

Agra Municipal Corporation invites online Technical and Financial Bids from eligible bidders to undertake "Selection of Agency for Solid Waste Management and Sanitation Management in Industrial area of UPSIDC, Foundry Nagar and Transport Nagar along with the collection of User charge for a period of three 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 on newspaper	17/10/2023
Bid Document Download Date	17/10/2023 from 12:00 P.M.
Pre-bid meeting Date	25/10/2023 at 12:00 P.M.
Last Date and Time of Submission of Bid (Online)	31/10/2023 till 12:00 P.M.
Technical Bid Opening Date and Time	31/10/2023 at 2:00 P.M.
Financial Bid Opening Date and Time.	Will be intimated later
Cost of Tender Document (Non-Refundable)	Rs.11800 /- (including 18% GST)
Earnest Money Deposit (EMD)	Rs. 10.00 Lakhs
Contact Person for any clarification	Environment Engineer, AMC Contact no. 7300740631

(Pankaj Bhushan)
Environment Engineer
Agra Municipal Corporation

Copy to,

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

Agra Municipal Corporation
Invites
Request for Proposal

For

"Selection of Agency for Solid Waste Management and Sanitation Management in Industrial area of UPSIDC, Faundary Nagar and Transport Nagar along with the collection of User charge for a period of three years"

AGRA MUNICIPAL CORPORATION

MG Road, Sursadan Crossing, Agra – 282 002

Email: amcagra1@gmail.com

Phone No.: 0562 – 285 0670

DATA SHEET

<table>
<tr><th>S.No.</th><th>Particulars</th><th>Details</th></tr>
<tr><td>1.</td><td>Name of the Employer:</td><td>AGRA MUNICIPAL CORPORATION</td></tr>
<tr><td>2.</td><td>Name of the Assignment/ job:</td><td>Selection of Agency for Solid Waste Management and Sanitation Management in Industrial area of UPSIDC, Faundri Nagar and Transport Nagar along with the collection of User charge for a period of three years.</td></tr>
<tr><td>3.</td><td>Bid document fee</td><td>Amount of Rs.11800/- (Eleven thousand Eight hundred rupees) including 18% GST is to be deposited in the form of RTGS / NEFT, in Favour of Municipal Commissioner , Agra.
Account No. – 38120131718
Branch – Nagar Mahapalika, Agra
IFSC Code – SBIN0003707
Note :- Online payment only</td></tr>
<tr><td>4.</td><td>Earnest Money Deposit (EMD)</td><td>Rs.10,00,000 (Rupees Ten Lakhs Rupees) in the form of RTGS / NEFT /FDR in Nationalized/Scheduled Bank of India in Favour of Municipal Commissioner , Agra.
Account No. – 38120131718
Branch – Nagar Mahapalika, Agra
IFSC Code – SBIN0003707
Note :- Online payment only</td></tr>
<tr><td>5.</td><td>Proposal validity</td><td>120 days from the last date of submission of bid</td></tr>
<tr><td>6.</td><td>Mode of submission of the bid</td><td>Online</td></tr>
<tr><td>7.</td><td>Downloading bid documents from</td><td>etender.up.nic.in</td></tr>
<tr><td>8.</td><td>Schedule of bidding process</td><td>
<table>
<tr><th>S.No.</th><th>Event Description</th><th>Date and Time</th></tr>
<tr><td>a)</td><td>Sell of bid/RFP document</td><td>17/10/2023</td></tr>
<tr><td>b)</td><td>Pre-Bid Meeting
Bidder can send their pre - bid queries on amcagra1@gmail.com</td><td>25/10/2023</td></tr>
<tr><td>c)</td><td>Bid Submission due date</td><td>31/10/2023,12:00 PM</td></tr>
<tr><td>d)</td><td>Opening of the Bid document</td><td>31/10/2023, 2:00 PM</td></tr>
<tr><td>e)</td><td>Opening of financial bid</td><td>To be decided later</td></tr>
</table>
</td></tr>
<tr><td>9</td><td>Employer’s representative :</td><td>Shri Pankaj Bhushan
Environment Engineer, AMC (+91 7300740631)</td></tr>
<tr><td></td><td>E-mail:</td><td>amcagra1@gmail.com</td></tr>
<tr><td>10</td><td>Project Duration</td><td>Three year, Extendable upto two more years subject to satisfactory delivery of services.</td></tr>
<tr><td>11</td><td>Performance Bank Guarantee</td><td>10% of the Annual project cost and this to be submitted post award of the contract.</td></tr>
<tr><td>12</td><td>Undertaking the work</td><td>As per the COD table</td></tr>
<tr><td>13</td><td>Method of Selection</td><td>Least cost Bid (L1)</td></tr>
<tr><td>14</td><td>Currency</td><td>Bidders must express the price of their Assignment/ job in India</td></tr>
</table>

		Rupees (₹).
15	Taxes	The bidder has to quote the financial excluding all taxes and GST

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

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1. Disclaimer and Standard Definitions

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.

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.

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.

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, LLP act 2008, 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) **"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.

(f) **"Government"** means the Government of India/State/Local Government here it refers to AGRA MUNICIPAL CORPORATION.

(g) **"Instructions to Bidders"** means the document which provides Bidders with all information needed to prepare their proposals.

(h) **"INR"** means Indian Currency (Rupee).

(i) **"LOI"** means the Letter of Intent being sent by the Employer to the bidders.

(j) **"Project information"** means information to Bidders for project planning and financial analysis.

(k) **"RFP"** means the Request for Proposal prepared by the Employer for the selection of Bidders.

(l) **"Job"** means the work to be performed by the Bidder pursuant to the Contract.

(m) **"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.

(n) **"AMC"** means Agra Municipal Corporation.

(o) **"ULB"** means Urban Local Body

2. Objective of the Project

To assist Agra Municipal Corporation in achieving the goal of Swachh Bharat Mission (SBM) and keep the area clean, hygienic and litter free.

3. Need of the Project

There are 100 census wards and 4 Zones namely Hariparwat zone, Chatta zone, Loha Mandi zone and Tajganj zone in this ULB, covering an area of 126.50Km^2 of Agra Nagar Nigam. The population of AMC area is about 19.86 lacs.

It is being stressed upon time that advisory services are required for implementation of SBM urban and National Clean Air Programme. For this, tender document has been prepared for selection of the agency for providing services to AMC to implement best practices of Solid Waste Management and Sanitation Management following Swachh Bharat Mission Guidelines

4. Bid Document Fees

Interested bidder is required to pay **Rs.11,800/-** (Eleven thousand Eight hundred rupees) **including 18% GST**, is to be deposited in the form of RTGS / NEFT, in Favour of Municipal Commissioner , Agra.

Account No. 38120131718 Branch – Nagar Mahapalika,
AgraIFSC Code – SBIN0003707
The Bid Processing Fee is Non-Refundable. Non-submission of Bid Processing fee along with the TechnicalProposal will be treated as non-responsive bid.
UTR No. of fees deposited should be mentioned in proposal submitted by Bidder.

5. Earnest Money Deposit (EMD)

- Bidder shall deposit an Earnest Money Deposit (EMD) of Rs.10,00,000/-(Rupees Ten Lakhs only) 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/ issued from any Nationalized/Scheduled bank of India.
- Proposals not accompanied by EMD shall be rejected as non-responsive.
- No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- 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:
If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
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.

6. Performance Bank Guarantee

After receiving LOA successful bidder should submit Performance Bank Guarantee of 10% of the Annual project cost within 3 working days in the prescribed format Form Tech-A.

7. Clarification And Amendment of RFP Document

a) Bidders may request a clarification on any clause of the RFP documents any request for clarification must be sent by standard electronic means to the Employer's address indicated and within the timeframe mentioned in the Data Sheet.

b) At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum by standard electronic means. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

8. Due Diligence, Inspection And Investigation

Interested bidders shall be deemed to have conducted a due diligence exercise with respect to all aspects of the Project, including a detailed survey of the site/roads when they submit the Bid. Interested bidders are invited to visit and inspect the site/roads at their own expense. Failure to investigate fully the site/roads conditions shall not be a valid ground to relieve the bidder after the submission of its Bid, or relieve the bidder from any responsibility for estimating the difficulty or costs of successfully completing the Project.

9. Right To Reject Bids

Agra Municipal Corporation reserves the right to reject any/all Bids including the lowest Bid, or withdraw the invitation of the Bid at any stage without citing any reason. Nothing contained herein shall confer any right upon a bidder, or create any obligation/liability upon Agra Municipal Corporation of any type whatsoever.

10. Misrepresentation/Fraud/Breach Of Terms And Conditions

If it is discovered at any point of time even after execution of the Agreement, that the bidder has suppressed any fact, given a false statement, has committed misrepresentation or fraud, or has violated any of the terms of the Bid, the Bid will be cancelled by Agra Municipal Corporation. The bidder is also subject to be black listed and the EMD/BG forfeited if he is found to have misled or furnished false information in the forms/statements/certificates submitted in proof of qualification requirements or record of performance such as abandoning of work not properly completed in earlier contracts, inordinate delays in completion of works, litigation history, financial failures, and/or participated in previous tendering for the same work and had quoted unreasonably high bid price.

11. Taxes

The Bidder shall fully familiarize themselves about the applicable taxes in accordance to taxation law applicable on such services.

12. Eligibility of Association of bidders

JV/ Consortium and sub contracting is not allowed.

13. Confidentiality

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.

- 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.
- 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 Prayagraj shall have exclusive jurisdiction and all disputes arising under pursuant to and/or in connection with the Selection Process..

14.Preparation of Proposal

- Bidder may submit only one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.
- 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.
- Detailed scope of the assignment/ job has been described in the document.
- The date, time and address for submission of the proposals has been given.
- 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.
- 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.
- 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.
- **Both the proposals shall be submitted online only.**
- A brief description of the bidder's organization to be provided.
- The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.
- Financial Proposals: Financial Proposal shall be submitted online only.
- Bidder should properly arrange the bid documents in the order of eligibility criteria with proper index and page no.
- Bidder should not submit extra documents which are not required for bid processing.

15. Scope of Work

a) Mechanical sweeping of the road listed in Annexure.

b) Successful bidder will deploy new Mechanical Road Sweeping machines.

c) Successful bidder will ensure that wherever the mechanized sweeping of road in not possible, that stretch of the road area must be manually swept to ensure cleanliness.

d) Successful bidder is to deploy only eco-friendly machines which are equipped with GPS devices.

e) Manual sweeping of all the roads and swept roads shall be kept litter and dust free.

f) Cleaning of divider, footpath and greenbelt on roadside.

g) Emptying, cleaning and washing of litter bins and transport the waste to the designated site or nearest transfer station as decided by AMC.

h) Removal of Undesirable wild grass and vegetation on the side berms, footpaths, medians of all roads .

i) Door to Door collection of solid waste in a segregated manner (Wet, Dry, Sanitary and Domestic hazardous) from Household and Commercial area (NON-BULK WASTE GENERATORS) across the roads mentioned in Annexure .

j) From households waste will be collected once a day and from commercial establishments waste will be collected twice a day.

k) High Pressure washing of pavements, footpaths, dividers, medians, roundabout, bus stand, street furniture, signage &Monument's facia once a week and as per need arise.

l) Cleaning of drains of less than 1Mtr. Channel width.

m) Cutting and pruning of trees.

n) All the road should be kept litter free always.

o) Dead animal should be collected and transported immediately to the nearest dumping site as provided by the Authority.

p) The concessionaire after signing the contract must undertake a rapid survey to ascertain no. of households, commercial establishments and other waste generating entities excluding bulk waste generators in project area.

The monthly invoice will be raised by concessionaire on the basis of the this survey-

- AMC will verify the survey list and after the approval of the survey list by successful bidder can start their work.
- Any addition or Omission of the work in this list will be done only after the permission of AMC.
- The agency is responsible for the collection of user charges from houses and commercial establishment on behalf of AMC. These user charges will be in compliance with the user tariffs approved by AMC and successful bidder will keep the user charger.

- ➲ user charge amount of total verified units by AMC will be deducted from the sanctioned door to door MSW rates and final paymet will be made accordindly to the successful bidder.

q) It is the responsibilities of successful bidders to prepare route plan for collection & transportation of the solid waste within area.

r) The collected segregated solid waste, drain silt and other waste materials from their assigned activities will be transported to designated site in consultation with Agra Nagar Nigam.

s) Successful bidder will be responsible to maintain complete cleanliness and hygiene in the project area.

t) Successful bidder will collect user charges from the household and commercial establishment as decided by AMC.

u) Bidder should deploy vehicles with valid fitness certificate.

v) Successful bidder should prepare a submit a beat chart of the deployed vehicles and employees.

w) The successful bidder is required to prepare and submit a schedule chart that outlines the deployment of vehicles and employees

x) Successful bidder will make sure that Dhalow Ghar, Garbage Vulnerable points and Open defecation/Urination points should be completely eliminated from the project area.

Other Conditions

a) No vehicles will be provided by Agra Municipal Corporation. Successful bidder has to arrange the vehicles for all the works mentioned in scope of work at their own cost.

b) All the workers will be in uniform with proper safety equipment's as per the noms.

c) All vehicles should be duly compliant with BS-6 emission norms, duly certified and fitness passed from RTO Agra. All hired vehicles must comply the PUC norms and fulfill all regulatory requirements like valid registration, insurance and PUC certificate.

d) Insurance of all the vehicles should be done by the successful bidder.

e) Successful bidder will submit the complete list of vehicles and equipment's deployed in this project.

f) No waste collected shall be dumped or ground anywhere in open. It should be scientifically transferred to designated transfer station /RC compacter as decided by AMC.

g) GPS should be installed on all the vehicles and live tracking of the vehicles should be done in control room established by the successful bidder.

h) There should be no littering during the operation .

i) Any modifications/ alterations for collection of segregated waste and compliance of IT enabled monitoring system will be done by bidder .

The IT Enabled Monitoring System must include, but not limited to the following:

- ✓ The system should provide a user-friendly dashboard accessible to authorized personnel from the agency, AMC, and relevant stakeholders.
- ✓ Real-time GPS tracking of all deployed vehicles and personnel should be available, allowing for live monitoring of their locations and activities. The GPS should be able to track the attendance record of all personnel deployed as per the approved work plan
- ✓ Manage workforce attendance, shifts, and backup availability to ensure 100% attendance at all times.
- ✓ There should be mechanisms for verifying and recording the collection of waste, including the number of bins emptied and the type of waste collected (e.g., wet, dry, sanitary, hazardous).
- ✓ The system should manage user charges by calculating them based on verified units and approved tariffs. It should also facilitate the deduction of user charges from the final payment to the agency.
- ✓ Users should be able to report incidents, such as accidents, breakdowns, or other issues, through the system. It should track and manage the resolution of these incidents. The system should also be able to report delays in collection schedule or any complaints with regards to missed households.
- ✓ Establish a mechanism for residents to lodge complaints and grievances. Ensure prompt resolution and feedback.
- ✓ The system should be scalable to accommodate additional areas and functionalities, if required.
- ✓ The system should be customizable to adapt to changes in regulations, and it should be integrable with other relevant systems used by AMC and the agency.
- ✓ Generate detailed reports and analytics on operational performance, including waste collection, vehicle efficiency, and user charge collections.
- ✓ Integrate the public helpline number into the system for complaint registration and resolution tracking.
- ✓ The system should support daily logs of cleaning of toilets and urinals at all locations along with timestamped and geo location enabled photographs

j) Successful bidder shall carry out regular repairing and maintenance of all equipment's and vehicles at his own cost.

k) The operator shall also appoint authorized person, who shall be responsible for day to day coordination with designated officials of Nagar Nigam regarding overall operations and management.

l) The operator must fulfill the Labour Law Act, 1988 and The Contract Labour (Regulation & Abolition) Act, and Rules, 1970 and other applicable rules during the entire concession period.

m) For setting Workshop/ Service Station and parking for vehicles, a single space shall be provided by the AMC which need to be equipped and maintained by the successful bidder to ensure timely cleaning / repairing and maintenance of its vehicle and equipment's. The site can be jointly inspected and identified by authority and Successful Bidder together.

n) Space provided will be only in the form of land with boundary wall. All necessary construction for establishment of workshop will be done by the successful bidder.

o) Successful bidder will issue a public helpline no. which should be written on their vehicles. Registered complaints should be resolved within 24 hours. An effective grievance redressal system should be established.

p) Successful bidder shall also appoint an authorized person, who shall be responsible for day-to-day coordination with designated officials of the Employer, regarding overall operations and management.

q) All vehicles must comply the PUC norms and fulfil all regulatory requirements like valid registration, insurance, and PUC certificate. However, all new machines/equipment/tools must be BS6 compliant only.

r) Successful bidder will ensure 100% attendance of all the employees and machines all the time. Substitute workers and machines should be available in backup.

s) The Operator will provide Beat System for the area requiring manual sweeping which will ensure creating of Beats for 500-800m. area with sweeping area of 5000 Sq.Mts area coverage per worker. However, in any case operator must follow the street seeping norm as stipulated in CPHEEO Manual 2016.

t) The Operator must fulfill the Labour Law Act, 1988 and The Contract Labour (Regulation & Abolition) Act, and Rules, 1970 and other applicable rules during the entire contract period.

u) The Operator will ensure that there would not be any pollution due to their ongoing activities and they must implement the mitigation measures for particulate and gaseous pollution due to their activities. Further, it will be liability of Operator to avoid any loss of material and objects due to their mishandling.

v) In any case, Operator would be fully liable to follow all applicable Acts/rules/Guidelines and Directions of Hon'ble NGT/Supreme Court.

w) The entire activities of Operator must be equipped with IT enable mechanism to get monitored by the Employer.

x) All the waste collected by successful bidder in any form should be transported by successful bidder to designated site or nearest transfer station as decided by AMC.

16.Time and Frequency Table

S. N.	Description	Area	Mode of measurement	Frequency	Days/ Week/ Month
1	Door to Door collection of Municipal Solid waste	As per designated areas allocated.	Based on user complaints and compliance	Daily	24x7
2.	User Charges	No. of approved users and cumulative user charges	User charges collected	Monthly	Monthly

S. N.	Description	Area	Mode of measurement	Frequency	Days/ Week/ Month
3	Mechanized Sweeping	No. of lane kms covered based on monthly GPS tracking records	Coverage of all roads above 7m wide through GPS logs	Daily	24x7
4	High Pressure Washing	High Pressure washing of pavements, footpaths dividers, medians, roundabout, bus stand, street furniture, signage & Monuments facia.	Coverage based on daily GPS based records including daily documentation of works.	Daily	24x7
5	Litter Collection	As per designated areas allocated.	Coverage based on daily GPS based records including daily documentation of works and user complains	Daily -Day & Night	24x7
6	Vacuum based Mechanized Litter Collection	As per designated areas allocated.	Coverage based on daily GPS based records including daily documentation of works and user complains	Daily – Day and Night	24x7
7	Manual Sweeping, litter collection, Debris Clearance including drain cleaning (less than 0.8mts along the side of	As per designated areas allocated.	Coverage based on daily GPS based records including daily documentation of works and user	Daily	24x7

S. N.	Description	Area	Mode of measurement	Frequency	Days/ Week/ Month
	roads, wherever present). (Appropriate use of Air Blower Rag Picker Stick etc. by the team)		complaints		
8	Wild Grass Removal	As per designated areas allocated.	Along the Road	Daily	24x7
9.	Pruning Of Trees (Alongside roads and on the central verge complete right of way (ROW))	As per designated areas allocated.	Along the Road	Daily	24x7
	Lifting of Dead Animal	As per designated areas allocated.	Along the Road	Immediate	24x7

17.Service Level Benchmark for GIS based Mechanized cleaning

Sr. No.	Indicator	Unit & Definitions	Compliance %	Penalty pursuant to shortfall
1	Mechanized sweeping	100% coverage on a daily basis	100%	Upto 30% shortfall: Deduction of the total bill value for that day. 31%-50% shortfall: Deduction of the total bill value for that day + 10% penalty calculated on the daily bill value Above 50% shortfall: Deduction of the total bill value for that day + 20% penalty calculated on the daily bill value
2	Door to door collection	100% household coverage on a daily basis	100%	Upto 30% shortfall: Deduction of the total bill value for that day. 31%-50% shortfall: Deduction of the total bill value for that day + 10% penalty calculated on the daily bill value

				Above 50% shortfall: Deduction of the total bill value for that day + 20% penalty calculated on the daily bill value
3	Efficiency in redressal of customer complaints	As % of total number of cleaning related complaints resolved in 24 hours versus total number of complaints received within the period	100%	Upto 30% shortfall: Deduction of the total bill value for that day. 31%-50% shortfall: Deduction of the total bill value for that day + 10% penalty calculated on the daily bill value Above 50% shortfall: Deduction of the total bill value for that day + 20% penalty calculated on the daily bill value

18.Expiry Of The Concession Period

Upon expiry of the Concession Period or in case of early termination of the contract, all the movable assets including Door to Door vehicles will remain property of concessionaire.

19.Commercial Operation Date (Cod) Time Schedule

Sr.	Events	Maximum Permissible Time
A	Issue of Letter of Intent (LOI)	After opening of Financial Bid
B	**Submission of Performance Bank Guarantee** and Signing Contract Agreement.	A+3
C	**Mobilization of Human Resources** which includes- C&T staffs, setting of office, control room etc., their basic counseling& training on Health, Safety & Environmental Compliances.	A+ 5 days
C	Complete Baseline Survey of complete work area	A+7 days
E	Preparation of route Maps and deployment chart and taking approval from AMC	C+ 3 days
F	Deployment of vehicles	A+ 45
F	Linking of GPS with ICCC smart city Agra	F+ 3 days
G	**Commercial Operation Date (COD):**Complete Achievement of COD*	**48 Days from LOI**
***Since many of the activities can be performed parallely thus, procurement need to be planned accordingly to achieve the given time schedule**		

20.Technical Eligibility Criteria

The firms will be shortlisted against the eligibility criteria. Those who qualify/fulfill these criteria shall be considered for financial evaluation.

S.No.	Eligibility Criteria	Supporting Documents
1.	Bid Document Fees of Rs.23600/- (Twenty three thousand Six hundred rupees) including 18% GST	Fee Receipt along with the UTR or transactionno.
2.	Earnest Money Deposit Ten Lakh Rupees	receipt of online payment
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.	Certificate of Incorporation/registration
4.	The Bidder should have minimum average annual turnover of Rs. 10 Crores in the last 3 consecutive audited financial years 2020-2021,2021-2022,2022-2023.	Certificate issued from CA should be submitted in **Form Tech –B**
5.	The Bidder / Companies must have solvency certificate of National / Schedule Bank amounting to not less than Rs. 1 Cr.	Bidder should submit the solvency certificate of National/Scheduled Bank and certificate issued shall not before 01/07/2023
6.	The Bidder / Companies must have net worth certificate of National / Schedule Bank amounting to not less than Rs. 1 Cr.	Bidder should submit the net worth certificate of National/Scheduled Bank and certificate issued shall not be less than one year old.
7.	Bidder should have a valid labour license issued from the labour department "office of the Labour Commissioner"	Copy of license should be submitted
8.	Bidder should submit character certificate of all the Directors of the company issued by a relevant Government Authority (SDM/DM or equivalent rank)	
9.	The bidder should not have been debarred and/or blacklisted due to poor performance before actual contract time by Agra Municipal Corporation, or any ULB in India or Central/State Government, or PSU under Government of India (GoI)	Self-declaration by the Bidder should be submittedon prescribed format **(notarized)** **Form Tech – C**
10.	Power of Attorney for signing the bid documents	Form Tech – D
11.	Letter of Proposal submission	Form Tech – E
12.	Bidder details	Form Tech – F
13.	The Bidder shall not be under corrupt or fraudulent practices by any of the Government agencies as onthe date of submission of the bid.	Undertaking in this regard by the authorizedsignatory of the bidder **(notarized)**
14.	The bidder have a valid GSTIN certificate and PAN card	Copy of GSTN Certificate and PAN Card
15.	The Bidder should have one completed/ *Ongoing project of SWM and sanitation management including door to door MSW collection, Manual & Mechanical sweeping of roads, drain cleaning,	Work completion certificate / Satisfactory ongoing certificate issued from the

	horticultural cutting, transportation of waste, cleaning of toilet etc. with any of Central or State Government/Local bodies (i.e. Municipal Corporation/PSU's. /Railways/Metro/Private Townships/ Government/Urban Local bodies during the last 3 financial years till submission of tender document i.e. 2020-2021,2021-2022,2022-2023.	Authority
16.	Bidder should have minimum ownership of Ten MSW vehicles such as Primary waste collection vehicles or Mechanical sweeping Machine	RC copy should be submitted

21.Payment terms

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

a) Successful bidder shall submit his monthly bill in the 1st week of every month for all the work performed by his/her.
b) Amount of User charge of total verified units by AMC will be deducted from the sanctioned door to door MSW rates and remaining paymet will be made accordindly to the successful bidder.
c) Deduction of user charges from the sanctioned door to door MSW rates will be inforce after the cooling period of three months from the date of agreement.
d) Raised bill will be verified from Zonal Sanitary officer and then forwarded to senior officers for further process.
e) Bidder should submit monthly progress report, photographic evidence , grievence redressal report and public feedback along with the bill
f) The payment will be released at the earliest by AMC.

22.Penalty

The following penalties shall be imposed by Authority on the successful Bidder received from Complaints as reported by AMC Officials/ ICCC/ Swachhata App and not resolved within 24Hrs.. Penalty amount will be deducted from the next upcoming bill/invoice

Sr.	Activity	Penalty imposed
1)	The operator fails to deploy the assets in 45 days from the date of receiving the LoI penalty	High Pressure Washing Van / transportation vehicles ₹500/= per day for non–deployment of Air Blower, fuel operated brush cutter and Rag Picker Stick. ₹500/- per day per worker for non – deployment of designated manpower Penalty shall be imposed from the date of commencement of the work. In the event of non-deployment of complete Assets in 120 days the contract would stand null and void.

Sr.	Activity	Penalty imposed
2)	The Operator fails to undertake the mechanical sweeping on any day(s), on a particular road/ road(s) in the Project Site area and provided that such failure is not caused due to the events beyond Operator's control	₹10,000 per day for the period where till such event is rectified and the mechanical sweeping resumes as per the Contract
3)	The Operator fails to ensure that the water nozzle fitted in the mechanical sweepers remains operational at all working time and there is no dust-cloud formation during the sweeping of the road(s).	₹100/- per day per incident
4)	Failure in conducting preventive maintenance of all the equipment on daily basis by the Operator. Operator needs to maintain repair and maintenance logs/dashboard for verification.	₹1000/- per day
5)	If successful bidder is not able to execute their work for more than 24 hours (Except natural hindrance such as heavy rainfall, natural and anthropogenic disaster) due to any reason then operator is fully liable to pay a penalty	5,000/- Per day default
6)	If any of activities of successful bidder is imposing violation of applicable rules and regulation like (Environmental Protection Act, 1986, Motor Vehicles (Amendment) Act 2019, and Heritage and Public liability Rules and Regulation then operator is fully liable to pay a penalty	As per law under which activity lies
7)	Non Performance of Cleaning in Public/Community Toilet for more than 12 Hrs, in any case	Rs. 5,000/- Per incident
8)	Non performance of any other activities as per contract agreement for a day other than mentioned in penalty clause table	5,00/- Per day default
9)	(a).Non-collection of solid waste (garbage) from households during Door-to-door collection. (b). Collection in non-segregated form . (c). If non collection of solid waste results in dumping of solid waste on ground.	(a&b) One rupee per day per house and two rupees per day per shop/ commercial establishment. (c) Rs. 1000/- per default
10)	Door-to-door collection vehicles does not report to duty in the designated area	Rs. 1000/- per vehicle per day.
11)	Deployment of workers without approved uniform and identity card	Rs. 500/- per worker/ day/ default.

Sr.	Activity	Penalty imposed
12)	Waste transported in unscientific manner	Rs. 500/- per vehicle per day/ default.
13)	If the waste is dumped at non-designated place	Rs. 1,000/- per day/ default.
14)	If the waste founds at storage points placed in an unhygienic manner	Rs. 500/- per points per day/ default.
15)	Litter is identified	Rs. 100/- per incident/ day
16)	The successful bidder shall ensure not to cause any damages or physical loss to any third person/ party, due to negligent and rash driving.	As per actuals & any legal processes/ expenses shall be on bidder's cost. Successful bidder shall keep the ULB indemnified from any such legal complications/ process.
17)	Silt and solid waste is identified in open drains	Rs.1000/- per incident/ day
18)	Grass and pruning is identified	Rs.1000/- per incident/ day
19)	Dividers are found dirty and tidy.	Rs.1000/- per incident/ day
20)	Complaint is not resolved within 24 hrs.	Rs.500/- per compliant/ day
21)	Dead animal is not collected and transported within 4 hrs of compliant	Rs.1000/- per incident/ day
(22)	Open defecation/ Urination points are identified	Rs.500/- per incident/ day

23.Termination Clause

a) 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.

b) If the work performance is observed unsatisfactory by Agra Municipal Corporation

c) If successful bidder is found in fraud practices or corrupt practices by Agra Municipal Corporation.

24.Extension of the Project

Duration of the project is three years from the date of date of agreement. After reviewing the work, if it is found satisfactory then project is extendable upto two more years (3+2) @ 5% of annual escalation on previous annual cost.

Form Tech – A

PERFORMANCE SECURITY BANK GUARANTEE FORM

To: (Name of Purchaser)

WHEREAS..... (Name of Bidder)

hereinafter called "the Bidder" has undertaken , in pursuance of Contract No..... dated,..... 2018 to supply .....(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidder a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of

.... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

guarantee is valid until the .....day of..... 2023

Signature and Seal of Guarantors

.....

.....

.....

Date.....20....

Address:.....

.....

.....

Form Tech – B

Format for Financial Capability of the Bidder

(Equivalent in Rs. crores)

Bidder*	.....*(Name of Bidder)*				
FY	**2020-2021**	**2021-2022**	**2022-2023**	**Total**	**Average**
Annual Turnover					

Certificate from the Statutory Auditor

This is to certify that. .....(*Name of the Bidder)* has annual turnover as shown above against the respective years.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

- 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 – C

Letter for Not Blacklisting (Notarized)

[Location, Date]

I/ We [Insert Name] Having [Insert Address] hereby declare that company have not been blacklisted/debarred due to poor performance or neither any of our contract terminated due to poor performance during the operation period by any Central / State Government Ministries / Departments / PSUs/ ULBs in India.
This is for your information. Thanking you.

Signature of the applicant

FORM TECH - D

Power of Attorney for signing of Application

Know all men by these presents, we/ I …… (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms… (name and residential address) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid/ Bid for……, including signing and submission of all documents and providing information/responses to Agra Municipal Corporation, representing us in all matters before Agra Municipal Corporation, and generally dealing with Agra Municipal Corporation in all matters in connection with our bid/Bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have beendone by us.

For Accepted

…….... (Signature)

(Name, Title and address) of the AttorneyNote:

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.

FORM TECH- E

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To,
[Name and address of Employer]

Respected Sir,

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

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

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

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

We remain,

Yours sincerely,

Authorized Signatory *[In full and initials]*

Name and Title of Signatory:

Name of Firm: Address:

FORM TECH – F

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	:	

FORM TECH – G

List of the projects in the last Five years (FY 2020-2021,201-2022,2022-2023) which are similar to that in the RFP

Project name:
Name of Employer:
Duration of Project (months):
Start date (month/year): Completion date (month/year):
Project Cost

Format for Financial Bid to be submitted online only

S.No.	Work	Quantity	Rate per month
1.	Door to door collection of Municipal solid waste from Household	As per the final survey report	
2.	Door to door collection of Municipal solid waste from Commercial establishment (Non bulk waste generator)	As per the final survey report	
3.	Manual Sweeping of Road	As per the final survey report	
4.	Mechanical sweeping of roads	As per the final survey report	
5.	Emptying and cleaning of litter bins	As per the final survey report	
6.	Cleaning of drains of less than 1Mtr. Channel width, Cleaning and maintenance of divider, footpath and greenbelt, Removal of Undesirable wild grass and vegetation, Pruning of Tress, Removal of Dead animal	Lumpsum	

Note: - Bidder has to quote the financial bid as per the present data provided in RFP. In future if any variations is required in manpower/tools and equipment's it will be verified by AMC based on the requirement submitted by the successful bidder for enhancement and successful execution of the work

Annexure – 1

UPSIDC Industrial Area

Successful bidder will collect door to door MSW waste, Mechanical Road Sweeping, Manual Road Sweeping, cleaning of drains, lifting of dead animal, pruning of trees, removal of wild grass and all other works as described in scope of work from below mentioned roads –

Total Road Length 26.6 KM (Approx.)

S.No.	Name of Road	KM
a)	From Japnam hospital to Lakhanpura Chauraha	(7.6+7.6) KM = 15.2 KM
b)	From Lakhanpura Chauraha to JCB Chauraha	(2.5+2.5) KM = 5 KM
c)	From Lakhanpura Chauraha to NH road	3.2 KM
d)	From site C bridge to NH road	(1.6+1.6) KM = 3.2 KM

Minimum Safai Mitra required – 87

a) Site A - 17 Safai Mitra
b) Site B - 11 Safai Mitra
c) Site C -27 Safai Mitra
d) EPIP -32 Safai Mitra

Note –

1.) Successful bidder will deploy minimum 87 Safai Mitra and it may differ as per the requirement for the works mentioned in scope of work excluding door to door manpower.
2.) Successful bidder will deploy minimum One mechanical road sweeping machine will sweep minimum 30-35 Km per day depending upon the capacity of machine.
3.) One safai Mitra will sweep 500-800 meter of road while manual sweeping which depends upon the density of floating population.
4.) One door to door MSW waste collecting Mini Tipper having capacity 2.0m^3 with segregated chambers (as per SWM rules 2016) will collect waste from 600-800 household in a day.
5.) Successful bidder will deploy dedicated staff for each work.

Annexure – 2
Foundary Nagar Industrial Area

Successful bidder will collect door to door MSW waste, Mechanical Road Sweeping, Manual Road Sweeping, cleaning of drains, lifting of dead animal, pruning of trees, removal of wild grass and all other works as described in scope of work from below mentioned roads –

- Foundary Nagar Industrial area is divided into 5 blocks namely A,B,C,D, and E. In each block approximately 60 units are present so in total 300 units are identified.
- Minimum 20 safai mitra are required for sanitation work in this area.

Annexure – 3
Transport Nagar Industrial Area

Successful bidder will collect door to door MSW waste, Mechanical Road Sweeping, Manual Road Sweeping, cleaning of drains, lifting of dead animal, pruning of trees, removal of wild grass and all other works as described in scope of work from below mentioned roads –

1.) Minimum Safai Mitra required – 60

Beat wise separate deployment is required for each work mentioned in Financial bid format.

2.) Mechanical Road Sweeping – 6KM (Approx.)

S.No.	Name of Road	KM
a)	From MNT workshop to ISBT	1 KM for each pass total 4 KM
b)	From ISBT to RTO office	0.5 KM for each pass total 2 KM