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पंजाब पंजाब PUNJAB

**AGREEMENT FOR HOUSEKEEPING / CLEANING /
MANITANANCE/OPEERATION OF VAIROUS COMMUNITY AND PUBLIC
TOILETS IN BATHINDA CITY FOR 2021-22**

This AGREEMENT is entered into on this the 12 day of Dec
Two Thousand and Twenty one at Bathinda for a period of One year.

BETWEEN

Municipal corporation Bathinda (hereinafter referred as
'COROPORATION' which expression shall unless excluded by or repugnant to the
context, be deemed to include its successors and permitted assigns) having its office
at Bathinda OF THE ONE PART (first party)

AND

Ayush Sanrakshan Social Organization (hereinafter called the second
party) a society registered under the societies Registration Act (XXI of 1860), with
Registration NO 60102 having registered office at 3 "floor ,A-123,Gharoli Dairy
Complex , Mayur Vihar ,Phase 3 , Delhi East Delhi having Contact No. 8860412407
and email-ayushsanrakshan2007@gmail.com (hereinafter referred to as "the service
Provider " which expression shall unless excluded by or repugnant to the context, be
deemed to include its successors and permitted assigns), OF THE OTHER PART

The terms and expression of the First party and the Second party
wherever used or occurring in these present shall always unless expressly or by

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For Ayush Sanrakshan Social Organization
Gen. Secretary/Auth. Signatory

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necessary implication excluding by or contrary to the subject and context deemed to include their respective successors and assignors in office .

WHEREAS the first party has allowed extension in term of the agreement for the work of Housekeeping / cleaning/maintenance/operation of various community and public toilets in Bathinda City for 2021-2022 vide letter No.3143 dated 06.12.2021 for a period of one year w.e.f. 1.10.2021 to 30.09.2022 on the rates, terms and conditions accepted for the work for the previous year vide allotment letter No.2497 dated 01.10.2020.

OPERATION AND MAINTNANCE OF PUBLIC TOILET BLOCK AND COMMUNITY TOILETS SITUATED AT VARIOUS PLACES WITHIN MUNICIPAL LIMITS OF MUNICIPAL CORPORATION BATHINDA , PUNJAB FOR PERIOD OF ONE YEAR (1.10.2021 to 30.09.2022):

A Scope of work

1. The scope of work covers the operation and maintenance of public toilet blocks and Community toilets situated at various sites within municipal limits of Municipal Corporation , Bathinda for one year . The work may be extendable by one year as per the satisfaction of the Officer in charge and Commissioner, Municipal Corporation, Bathinda.
2. The toilets blocks will remain open from 6:00 AM to 10:00P M in two shifts i.e. 6:00 AM to 2:00 PM and 2:00 PM to 10:00 PM . The contractor shall provide one male volunteer for male toilet in every shift for each toilets and one female volunteer for female toilets in two shifts of four hours each . The timing can be changed by the employer .
3. The Contractor / agency will provide all such material/ consumables which are required to keep the toilets block neat and clean such as soap, brooms etc. The scope of work also include mechanized cleaning, scrubbing and drying of floor space, high pressure cleaning/washable aprons , vacuum cleaning , segregation and disposal of garbage etc using mechanized methods.
4. The responsibility of material/accessories installed in the toilets will be of the Contractor / Agency against theft & breakage. He shall be responsible for all damage and accidents caused due to negligence on his part . Nothing extra shall be payable on this account .

• B. Standards of Maintenance of Community Toilets

- a. The toilet blocks will remain open from 6:00 AM to 10:00 PM in two shifts i.e. 6:00 AM to 2:00 PM and 2:00 PM to 10:00 PM . The contractor shall provide one male volunteer for male toilets and one female volunteer for


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female toilets in every shift for each toilets, on all days of a week including public holidays to carry out the following Sanitation works:

- * Daily washing with water.
- * Daily phenyl washing.
- * Sweeping up to 50 mtrs around toilets block and sprinkling of Disinfectant Mixture of 200 (50 gms bleaching powder and 150 gms lime)
- * 0.5 liters of acid per unit for washing of lavatories / squatting pans .
- * Removal of solid waste /bricks etc from the premises.
- * Custodian duty (protecting urinal structure and against damage/misuse) and
- * To prevents open urination / defecation surrounding the toilet block
- * Removal of handbills and washing of scrubbing inside-outside the block.
- * The following implements/disinfectants shall be supplied by the agency to the staff engaged by them .
 - a. Cleaning brooms
 - b. Sweeping brooms
 - c. Coir brush
 - d. Scraping sheet
 - e. Bamboo basket
 - f. Plastic containers
 - g. Plastic buckets
 - h. Plastic mug
 - i. Sponge piece
 - j. Washing soap
 - k. Identity card
 - l. Apron inscribe the ULB
 - m. Phenyl
 - n. Acid
 - o. Bleaching powder and lime powder.

C. Repoting and Supervision

- a. The agency/organization shall have to furnish weekly report on the prescribe format to the person authorized by the commissioner , Municipal Corporation , Bathinda through area sanitary supervisor and community observers appointed by MCB


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- b. The agency/representative of the organization shall personally visit the urinals/toilets regularly twice a day to keep watch over the performance of the workers employed by him .
- c. The agency shall carry out the work by engaging men and equipment and provide the disinfectants and implements for cleaning
- d. The MCB shall provide sufficient water supply at the structure for cleaning and washing purposes to the Agency.
- e. The officials authorized by the commissioner , Municipal Corporation , Bathinda will supervise the work from time to time and point out unsatisfactory service rendered by the party of the the second part and shall be entitled to give suggestions as may be considered necessary and the party of the second part shall be bound to carry out the work.
- f. In the event of incomplete and unsatisfactory service , negligence or slackness is found corporation shall call for the explanation and levy a penalty of Rs. 500, Rs.1000, Rs.2000, Rs.2500, Rs.10000 for first time Thereafter terminate the contract, if there is no improvement even after (repeated) instructions.

D. Terms & Conditions

1. The payments of the wages to contractual employees should be done through bank only and record of the same should be kept . It should be ensured that the payments should be made at the prevalent minimum wages as notified by Government from to time .
2. The contractor / firm will ensure that no child labour is engaged at the site of work .
3. The staff to be provided by the contractor should be conversant to maintain and upkeep the public toilet blocks and keep the surroundings always neat and clean for user, Necessary cleaning material like Phenyl , Naphthalene balls , soap on the washbasins, broom & cleaning material etc. shall be provided by the contractor/agency. In case of un-cleanliness in and around public toilets, MC Bathinda should decide penalty to be imposed on contractor and the same should be incorporated in DNIT.
4. The staff shall clean & run the public toilet blocks as per instructions of MC Bathinda or authorized staff of department .
5. The contractual staff will be responsible for safe guard of the fixtures and installations in the PTs during contractual period. If there is any loss or damages to the installations, the same will be done by the contractor to the entire satisfactions of MC Bathinda . In case of failure to do so , the cost


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shall be recovered as per actual cost/expenses from the pending dues of the contractor .

6. The workers /staff should be minimum 18 years old & not more than 60 years.
7. The agreement shall be between the contractual agency and the department . The department in no case shall have the liability to give permanency to labour/staff supplied for the contract. The staff/ workers for the contract will be on rolls of the contractual agency only.
8. The contractor/his employee will be responsible for any theft of Electricity and water in PTs.
9. In case of deficiency in services or non-fulfillment of contractual obligations, the recovery shall be made as specified.
- 10.(i) All the applicable statutory payment like : EPF, ESII, etc as applicable from time to time shall be paid by the contractor and will be deposited with the concerned department as required under relevant laws/Acts/Govt. rules All the liabilities of any nature whether financial or otherwise on this account will be the sole responsibility of the contractor . However , the department shall reimburse for Employers share of EPF/ESI on production of documentary evidence.

(ii) the payment to the contractual agency shall be made on monthly basis after due verifications of actual deployment of staff.

(iii) the security and other deduction from the bills shall be applicable as per agreement and rules.

11. After the issuance of letter of intent, the performance Guarantee @ 5% of the contract value shall have to be deposited by the successful contractor to the department. The allotment letters shall be issued only on receipt of performance Guarantee.
12. The security deposit and performance Guarantee shall be refunded after the completion of work done in accordance with the relevant clause of the Municipal Account Code.
- 13.(a) COMPLETE BIO DATA of staff for the contract including EFP & ESI numbers shall also furnished by contractual Agency within 7 days of starting the contract along with their photographs, ID Proofs such ADHAR CARD etc. The identity card will be issued to the staff by the contractual Agency and in case the agency fails to submit this information within the stipulated time period , the action as deemed fit, shall be initiated immediately thereafter



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(b) the submission of copy of ADHAR CARD issued by Govt. of India in respect of the staff proposed to be deployed on the contract is mandatory to be furnished by the contractor.

(c) the staff should be literate who can read and write.

14. Any other instructions which MC Bathinda may feel appropriate can be incorporated in the DNIT for providing better services to the citizens.
15. The selected bidders shall maintain the urinals/toilets for period of 12 month which can be extended further by mutual understanding. User charges at the rates of Rs. 5/- (Rs. Five only) per use shall be chargeable. However, the use of urinals shall be free of cost. The community toilets have charge.
16. Further renewal will be considered after licensed period on the satisfactory performance during the preceding period.
17. The MCB may change timing of the opening and closing of the toilets/washroom facilities. It should remain open for the scheduled timing.
18. The agency shall operate and maintain the complexes to the entire satisfaction of the MCB and clean regularly toilets, urinals, floors, walls, and ceiling of the interior as well as the exterior of the complexes and ensure continuous serviceability as also continuous availability of clean water. He shall ensure that the requisite quantity of cleaning materials such as phenyl, acid, naphthalene balls are used to ensure that the toilets look clean and free from foul smell at all time and that soap, towels, hand driers are available to the extent required.
19. The MCB shall not charge any license fee for the land provided to the agency.
20. The agency shall not display or exhibit any picture/posture/status or other articles in any part of the premises that are repugnant to general standards of morality.
21. The agency shall ensure that the premises are not used for playing games etc which involves stakes/betting, play cards etc, or for any unlawful activities.
22. The agency shall ensure adequate water for general cleanliness of the public conveniences.
23. The organization shall prepare an inventory of the fittings and fixtures that are installed in the public conveniences. The possession of the entire structure as constructed along with fitting and fixtures provided in the public conveniences will be handed over to the MCB, on the conclusion of the agreement without causing any damage.
24. In case of loss due to theft or damage to the assets created in the public conveniences, the agency shall be responsible for making good the same.

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- immediately at its own cost and shall continue to keep the complex operational and available for use for 1 year, as prescribed.
25. Disputes, if any, arising during the maintenance period between the MCB and the agency shall be referred to the sole arbitration of Commissioner, Municipal corporation, Bathinda or a person nominated by him. The parties shall have no objection to his nomination for the said person. The decision of the sole arbitrator appointed shall be final and binding on both the parties. The courts in Bathinda shall have exclusive jurisdiction, to the exclusion of all other suits.
26. The MCB shall have the right to cancel / remove / terminate the agreement at any stage in case of breach of any of the stipulated terms and condition by the agency or in case their performance is not satisfactory. The MCB shall be entitled terminate the agreement in case of any neglect or lapse on the part of the agency in respect of the regular maintenance of the public convenience in a state of good repairs at the cost of agency.
27. The site and the work assigned to the agency by the Municipal corporation, Bathinda shall not be transferred by the agency to any person, trust, society or institution in any manner whatsoever at any time whether during or after the termination of this agreement.
28. The premises of public convenience complex shall not be used by the agency for purpose other than that for which it is allowed under the agreement for operation and maintenance.
29. The agency or its employees or agents shall behave and deal with courtesy with the user of these public conveniences.
30. The agency will not use or allow any person to use public convenience for residential purpose and not keep any animal/motor vehicle in or around the complex other than one attendant and one security guard to ensure continuous service ability.
31. The agency shall be allowed to plant flowering and others shrubs around each convenience/toilets block subject to the approval by the ULB, which is responsible for the ensuring right of way to the public.
32. The agency shall ensure enforcement of existing labour laws Minimum wages act and at no point of time, the MCB shall be drawn into litigation on these counts. The contractor/agency shall comply with the provision of minimum wages act 1948, payment of wages act 1936 and bound to pay minimum wages fixed by labour department Punjab to the employees and fully responsible for depositing EPF and ESI of the employees engaged for the work and will submit copy of deposition. If the rate quoted by contractor /agency will be less from the minimum wages fixed by labour department Punjab, the tender will be rejected.


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33. The organization shall execute the agreement within 7 days on the receipt of ensure issuance of letter of award.
34. On the completion of the contract period, the agency shall handover the vacant possession of the public convenience so constructed along with fixtures and fitting, inventory, structures in good working condition to the ULB within 24 hours and will not put any resistance failing which the premises shall be evicted and ULB shall assume the occupation without any notice whereupon the agency will have no claim.
35. The agency shall ensure that labour engaged by him carry out work and shall not claim any right what so ever against the corporation by virtue of service rendered under this contract and shall not hamper the work by resorting to demonstration, agitation etc.
36. The agency shall be held responsible for all or any act done by the staff/workers and shall be alone responsible for the payment of wages or any loss or damage cause by them during the course of service or work under taken and shall also responsible and be liable for payment of any compensation under work man compensation act. The corporation will not liable for any such event what so ever.
37. That agency shall not engage child labour and shall agree and permit the workers to avail weakly off.
38. The agency shall not sublease or assign any part or portion of the work or the whole on the bases of the commission to others to others. If such conduct or action is found and brought to the notice of the MCB, the MCB is entitled to rescind and cancel the contract all together.
39. The Commissioner of the MCB has the authority either to suspend or to cancel the contract when it is not desirable to continue the contract at any point time without giving any notice.
40. The Commission of the MCB also reserves the right to after, modify, change or remove any of the conditions mentioned in the agreement without any reason.
41. The payment for the maintenance of the toilets blocks will be released on monthly basis after the verification of work done by the agency from market association representative and officers in charge as decided by corporation.
42. The contractor/agency will display sign boards and informatory board on each of each of toilet indicating rules & regulation, opening and closing timings charging rates, name and contract no of company and officer in charge to providing information to educate user. The size of sign board & text of sign board shall be decided with mutual consultations.
43. A complaint register shall be kept for suggestions for the toilets user
44. The payments to the labour will be given in the shape of cheque only by 10th of every month.


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45. All the workers deployed at the toilet blocks will be in proper dress. If any worker is found without dress, penalty of Rs. 100 per person day will be deducted from monthly bill.
46. The contractor/agency shall be absolutely and solely responsible for any accident/injury/damage to any person that may occur during the working hours to achieve this the agency shall insure all its employees/workers for appropriate amount.
47. If during the execution period of this contract any fixture provided in toilets sblocks will not working properly/ defected, same will be replaced within 48 hours otherwise penalty will be deducted from monthly running bill @ Rs 500/- per fixture per day .
48. The required water for washing cleaning and electricity charges shall be borne by the agency itself.
49. The agency has maintain the cleanliness around the complex up to the extent of at least 50 meters and also ensure that the premises up to the aforesaid extent is litter free and urination free.
50. In respect of the maintenance of the sanitary and water supply fitting and fixtures , all exiting necessary sanitary fitting fixture shall be kept leak proof.
51. Advisory Standards of Maintenance of public toilets.
- (a) The agency shall engage at least one persons shift of eight hours for every unit of public toilets for cleaning and washing the unit round the clock, including public holidays to carry out the following sanitation works:
- * Daily washing with water.
 - * Daily phenyl washing.
 - * Sweeping up to 50 meters around structure and sprinkling of disinfectant mixture of 200 gms (50 gms bleaching powder and 150 gms lime)
 - * 0.5 liters of acid per unit
 - * Removal of solid waste.
 - * Custodian duty (protecting the structure against damaged and misuse) and to prevent open urination scrubbing inside and outside the structure.
 - * Removal of handbills and washing of scrubbing inside & outside the structure.


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- (b) The agency or his representative shall personally visit the public Toilets regularly twice a day to keep watch over the performance of the workers employed by him.
- (c) The agency shall carry out the work by engaging men and equipment's and provides the disinfectants and implements for cleaning and arrange for sufficient water supply at the urinals/Toilets for cleaning .
- (d) The agency should arrange for sufficient water supply at the structure for cleaning and washing.
- (e) The following implements / disinfectants shall be supplied by the agency to the staff engaged by them:

* Cleaning Brooms ,Sweeping brooms, coir brush, Scraping sheet , Bamboo basket , Plastic containers , Bamboo repairs , Plastic buckets, Plastic mug, Sponge piece, Washing soap, identity card, Apron inscribed disinfectant.

- (f) In the event of unsatisfactory service, negligence or slakeness is found of the agency in carrying out the work or instruction (s), MC Bathinda shall call for the explanation and terminate the contract, if there is no improvement even after repeated instruction.
- (g) The selected agency shall ensure the labour engaged by him to carry out the work shall not claim any right whatever against the MC Bathinda by virtue of service rendered under this contract and shall not hamper the work by resorting to demonstration, agitation etc.
- (h) The selected agency shall be held responsible for all or any the act done by the staff/workers and shall be alone responsible for the payment of wages of any loss of damage caused by them during the course of service or work undertaken and shall also be responsible and be liable for payment of work undertaken and shall also be responsible and be liable for payment of any compensation under workmen compensation Act.MC Bathinda will not be liable for any such event whatever.
- (i) The agency shall not engage child labour and shall agree and permit the workers to avail weekly off.
- (j) The agency should make available suggestion box and complaint register within premises of the public toilets for users.
- (k) The agency shall not sublease or assign any part or portion of the work or the whole on basis of the commission to others. If such conduct or action is found and brought to the notice of the MC Bthinda, the MC is entitled to rescind and cancel the contract altogether.
- (l) MC has the authority either to suspend or to cancel the contract when it is not desirable to continue the contract at any point time due to non satisfactory performance.


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(m)MC also reserves right to alter, modify, change or remove any the condition mentioned in the agreement, with prior notice to the agency.

G. Penalties for lapses/ shortfalls:

The penalty amounts will be levied to the agency if the maintenance is not done satisfactorily on any particular day or on receipt of any complaint to the effect that cleaning is cleaning is unsatisfactorily and also for not following the conditions lain down as follows :-

Performance indicator penalty per item/all items/per day (Amount to be decided by the MCB concerned)

1. Sweeping of the entire complex not done and sprinkling of disinfectants not done (Once daily)
2. Cleaning and washing of the entire complex not attended (once daily)
3. Cleaning and washing of toilets not attended (every hour)
4. Supervisor absent (per day at each unit)
5. Pehnyl not used (per wash)
6. Acid not used(weekly)
7. On genuine complaint form the user (s)
8. On report form the inspection team/visiting officer

All the condition shall apply as per the Estimate vetted by Engineer-in-chief vide letter No. ce-2020/25321 dated 01.07.2020 and comparative statement vetted by Engineer -in-Chief vide letter no. CE -2020/38862 dated 30.09.2020.


Signature of first party

Superintending Engineer
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Signature of second party