



ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB

Y 428073

SUBSEQUENT AGREEMENT

This subsequent agreement is made on 4th day of Nov. 2016 between the Municipal Corporation Bathinda (hereinafter called the First Party) of the part and M/s Deva Swimming Institute, Gurgaon having its office at H. No. 455, Sector-23, Near Entry-3, Gurgaon, (hereinafter called the second party). The terms and expression the First Party and the Second Party wherever used and occurring in these present shall always, unless, expressly or by necessary implications excluded by of contrary to the subject and context, mean and include their respective successors and assigns.

Whereas both the parties have mutually agreed to execute the work of operation and maintenance of public toilets situated at any location in the municipal town area in Bathinda irrespective of already agreed locations.

In case any additional number of toilet are offered for work of operation and maintenance by the First Party, the prevailing rate of work be applicable for these toilets. Rest of the terms and conditions shall remain same as per main agreement executed on Dated 5th day of May, 2016 between the parties.

In witness where of both parties have signed this agreement deed on this 04th day of Nov. in the presence of Witness.

Witness

1.

2.

Signature of the First Party, *[Signature]*
Municipal Corporation
Bathinda.

Signature of the Second Party

For DEVA SWIMMING INSTITUTE

[Signature]
signature

11. Ajit Road Near Goyal Hospital
12. Bibi Wala Road, Near Ram Bagh
13. Model Town Market Ph-1
14. Model Town Market Ph-1
15. Patta Market
16. Opp. General Bds Stand
17. Veer Colony Near Veer Bhawan
18. Hathi Mander Street, Near Fire Brigade.
19. Near Giani Protha wala Mall Road

And whereas the parties here to are desirous and found it necessary and expedient to

record terms and conditions in respect of aforesaid work into an agreement.

Now these present witnesses and it is hereby agreed between the parties hereto as follows:-

Scope of work

1. The scope of work covers the operation and maintenance of 19 public toilet blocks situated at various locations 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, Bathinda. The No. of toilet blocks may increase or decrease.
2. The toilet blocks will remain open 6:00 AM to 10:00 PM. The contractor shall provide one male volunteer for both shifts and one female volunteer for female toilets in one shift for each toilet.
3. The expenses of electricity and water supply will be borne by the Municipal Corporation, Bathinda.
4. The Contractor / agency will provide all such material/ consumables which are required to keep the toilet block neat and clean such as cleaning acid, phenyl, naphthalene balls, soap, brooms etc. The scope of work also include mechanized cleaning activities such as dry sweeping, litter/ dust collection, scrubbing and drying of floor space, high pressure cleaning / washable aprons, vacuum cleaning, segregation and disposal of garbage etc using mechanized methods.
5. The responsibility of material installed in the toilets will be of the Contractor/ Agency against theft & breakage. He shall be responsible for all damages and accidents caused due to negligence on his part. Nothing extra shall be payable on this account.

Standards of Maintenance of Community Toilets

- a. The agency shall engage two males and one female for every Public Toilet for its cleaning, washing and O&M. One from 06 00 Hrs to 14 00 hrs and other from 14 00 Hrs to 22 00 Hrs, on all days 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 toilet block 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 / bricks etc. From the premises.
 - Custodian duty (protecting urinal structure and against damage and misuse) and
 - To prevent open urination/ defecation surrounding the toilet block

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Corporation Engineer,
Municipal Corporation,
Bathinda.



ਪੰਜਾਬ PUNJAB

Agreement

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This agreement made on 5th day of May, 2016 between the Municipal Corporation, Bathinda (hereinafter called the First Party) of the part and M/s Deva Swimming Institute, Gurgaon having its office at H. No. 455, Sector- 23, Near Entry -3, Gurgaon (hereinafter called the second party). The terms and expression the First Party and the Second Part wherever used and occurring in these present shall always, unless, expressly or by necessary implications excluded by of contrary to the subject and contexts, mean and include their respective successors and assigns.

Whereas the First Party has decided to hand over 19 nos. of public toilet blocks at Bathinda to be maintained by the second party to provide facilities to all the general public.

Whereas the second party has offered and agreed to execute the work of operations and maintenance of 19 nos. of toilet blocks at:-

1. Post Office Market
2. Sirki Bazar, Near Electricity Office.
3. Aawa Bašti
4. Aggarwal Street, Near Old Garrage.
5. Power House Road, K Point.
6. Anna Purna Temple
7. Hydrant Near Fire Brigade
8. Subhash Market, Near Ajit Office.
9. Gandhi Market wholesale Medicine.
10. Fish Market

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Corporation Engineer,
Municipal Corporation,
Bathinda.

- > Removal of handbills and washing of scrubbing inside and outside the toilet block.
- > The following implements / disinfectants shall be supplied by the agency to the staff engaged by them.

- b. Cleaning brooms
- c. Sweeping brooms
- d. Coir brush
- e. Scraping sheet
- f. Bamboo basket
- g. Plastic containers
- i. Plastic buckets
- j. Plastic mug
- k. Sponge piece
- l. Washing soap
- m. Identity card
- n. Apron inscribed the ULB
- o. Phenyl
- p. Acid
- q. Bleaching powder and lime powder.

Reporting and Supervision

- a. The agency / organization shall have to furnish weekly report on the prescribed format to the health officer through the area sanitary supervisor.
- 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 and arrange for sufficient water supply at the urinal / toilets for cleaning.
- d. The agency should arrange for sufficient water supply at the structure for cleaning and washing.
- e. The officials authorized by the Commissioner/ Executive Officer, the ULB will supervise the work from time to time and point out any unsatisfactory service rendered by the party of the first part and shall be entitled to give suggestions as may be considered necessary and the party of the first part shall be bound to carry out the work.
- f. In the event of incomplete and unsatisfactory service, negligence or slackness is found on the party of the first part in carrying out the work, the corporation shall call for the explanation and levy a penalty of Rs.1000, Rs.3000, Rs.10000 for First Time, second Time & Third Time thereafter terminate the contract, if there is no improvement even after (repeated) instructions.

Terms & Conditions

- a. The selected bidders shall maintain the urinals / toilets for period of (1) year. No User charges shall be collected from the users (urinals or toilets).
- b. Yearly renewal will be considered after licensed period on the satisfactory performance during the preceding period.

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c. The ULB may change timing of the opening and closing of the toilet / washroom facilities. It should remain open for the scheduled timings.

1. The agency shall operate and maintain the complexes to the entire satisfaction of the ULB and clean regularly toilets, urinals, floors, walls, and ceilings 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 are available to the extent required.
2. The charges towards electricity, water, sewage and other such amenities as required shall be will be borne by the Municipal Corporation, Bathinda.
3. The ULB shall not charge any license fee for the land provided to the agency.
4. The agency shall not display or exhibit any picture / posture /statute or other articles in any part of the premises that are repugnant to the general standards of morality.
5. The agency expressly agrees that the decision of the ULB in this regard shall be conclusive and binding on the agency.
6. 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.
7. The agency shall ensure adequate water for general cleanliness of the public conveniences.
8. 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 fittings and fixtures provided in the public convenience will be handed over to the ULB, on the conclusion of the agreement without causing any damage.
9. 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 immediately at its own cost and shall continue to keep the complex operational and available for use for 1 year, as prescribed.
10. In case of loss due to theft or damage to the assets created in the public conveniences, the bidder shall be responsible for making good the same immediately at its own cost and shall continue to keep the complex operational and available for use for 1 year, as prescribed.
11. Disputes, if any, arising during the maintenance period between the ULB and the agency shall be referred to the sole arbitration of the 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 so 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.
12. The ULB 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 found satisfactory. The ULB 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 conveniences in clean and hygienic conditions and to keep the public convenience in a state of good repairs at the cost of agency.
13. 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.
14. The premises of public conveniences 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.

15. The agency or its employees or agents shall behave and deal with courtesy with the users of these public conveniences.
16. 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 to ensure continuous serviceability.
17. The agency shall be allowed to plant flowering and other shrubs around each convenience/ toilet block subject to the approval by the ULB, which is responsible for ensuring right of way to the public.
18. The agency shall ensure enforcement of existing labour laws. Minimum wages act and at no point of time, the ULB shall be drawn into litigations 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 employee engaged for the work and will submit copy of deposition. If the rates quoted by contractor / agency will less from the minimum wages fixed by labour department Punjab, the tender will be rejected.
19. The organization shall execute the agreement within 7 days on the receipt of issuance of letter of award.
20. On the completion of the contract period, the agency shall hand over the vacant possession of the public conveniences so constructed along with fixtures and fittings, 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 the ULB shall assume the occupation without any notice whereupon the agency will have no claim.
21. The agency shall ensure that the labour engaged by him to carry out the work shall not claim any right whatsoever against the corporation by virtue of service rendered under this contract and shall not hamper the work by resorting to demonstration, agitation etc.
22. The 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 cause by them during the course of service or work undertaken and shall also responsible and be liable for payment of any compensation under workmen compensation act. The corporation will not liable for any such event whatsoever.
23. That agency shall not engage child labour and shall agree and permit the workers to avail weekly off.
24. 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 ULB, the ULB is entitled to rescind and cancel the contract altogether.
25. The commissioner of the ULB 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 without giving any notice.
26. The Commissioner of the ULB also reserves the right to alter, modify, change or remove any of the conditions mentioned in the agreement without any reason.
27. The payment for the maintenance of toilet blocks will be released on monthly basis after the verification of work done by the agency from market association representatives and officers in charge as decided by corporation.
28. The contractor / agency will display sign-boards and informatory board on each of toilet indicating rules & regulation, opening and closing timings, charging rates, name and contact 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.
29. A complaint register shall be kept for suggestions for the toilets users.
30. The payment to the labour will be given in the shape of cheque only by 10th of every month.

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31. All the workers deployed at the toilet blocks will be in proper dress. If any workers found without dress penalty of Rs. 100 per person per day will be deducted from monthly bill.
32. 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.
33. If during the execution period of this contract any fixture provided in toilet blocks will not working properly/ defected, same will be repaired / replaced within 48 hours otherwise penalty will be deducted from monthly running bill @ Rs. 500/- per fixture per day.
34. Validity of tender will be 120 days. No condition regarding validity period and time limit is accepted. Unbalanced / conditional tender will be rejected. The earnest money shall be forfeited, if the bidder withdraws or modifies his offer within the validity period or fails to sign the (Formal Contract) Agreement after acceptance of his offer or fails to commence the work within ten days of issue of acceptance letter. After the forfeiture of earnest money, the contract shall be immediately nullified.

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 specific complaint to the effect that the cleaning is unsatisfactorily and also for not following the conditions laid down as follows:-

Sl. No. Performance indicator Penalty per item/all items/per day (Amount to be decided by the ULB 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. Phenyl not used (per wash)
6. Acid not used (weekly)
7. On genuine complaint from the user(s)
8. On report from the inspection team/visiting Officer

In witness where of both parties have signed this agreement deed on this 05th day of May, 2016 in the presence of witness.

WITNESSES:-

1.

Yashwanth
 Corporation Engineer,
 Municipal Corporation,
 Signature of the first party

Sandeep Gupta
 Signature of the second party