

AGREEMENT FOR CONTRACTUAL OPERATION AND MAINTENANCE FOR PAY & USE TOILET (GENTS, LADIES AND BATHING AREA) UNDER (Name Of the Municipality) MUNICIPALITY/ MUNICIPAL CORPORATION .

This Agreement for Contractual Operation and maintenance for pay and use toilets is made on..... day(Month) **BETWEEN** the Chandrakona (Name of the Municipality) constituted under West Bengal Municipal Act A having its office at -----herein after called and referred to as **Municipality /Authority' is the First party** (which expression shall unless repugnant to the context or meaning thereof, be deemed to include its Successors-in-Office, executors, permitted assigns and administrators) of the **FIRST PART**

AND

M/S _____ (Name of the Agency)(Pan No.....) having its office/permanent address at _____ (hereinafter called and referred to to as Agency is the Second Party (which expression shall unless repugnant to the context or meaning thereof, be deemed to include its Successors-in-Office, executors, permitted assigns and administrators) of the **SECOND PART**

WHEREAS THE First party in order to improve the sanitary condition of toilets, bath, urinal, (both ladies and gents) and rest shade which is located and situated at _____ under _____ (name of the Municipality/ Municipal Corporation. has decided to get them maintained round the clock by the second party.

AND WHEREAS the First party has proposal to operate and maintain the public latrine with toilets, baths and urinals and of ladies and gents rest shade as aforesaid of the first party and to provide regular cleaning as to ensure its continuous service ability every day round the clock by the Agency.

AND WHEREAS the second party has agreed to operate and maintain the public latrine with toilets, baths and urinals and of ladies and gents rest shade of the first party and to provide regular cleaning as to ensure its continuous service ability every day.

AND WHEREAS the first party has also found it necessary and expedient to introduce the terms and conditions of operation and maintenance of public latrines, urinals and baths etc., into an agreement on the following terms and conditions:-

NOW , THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS:-

1. The first party shall provide the Public Toilet complex which has been lying and situated _____ (address of the toilets, latrine, shade etc) which is morefully described in the schedule here under for operation and maintenance of pay and use toilet complex.
2. The period of contract shall be 3 (Three) years from the execution of this agreement, subject to compliance of the terms and conditions as stated in this agreement.

3. The period of contract may be renewable for a further period of two years by the first party subject to satisfaction of the First party, in that case enhancement of yearly payment may be increase up to 10% of the present annual payment.
4. The second party will hand over the said property i.e. toilets, latrine, shade etc to the concerned Municipality/ Corporation (ULBs) after the expiry of the contract period or terminated earlier with out any claim and objections.

Be it specially mentioned here that the property exclusively belongs to the Municipality, the second party shall not claim any right title and interest over the said property.

5. That the second party shall deposit Rs. 0.50 /-(Rupees 0.50) only as yearly payment amount to the 0.50 Municipality/ Corporation) at the time of execution of this agreement, the amount will be increased by 10% at the time of renewal if any.
6. The second party will pay the annual royalty charges to the first party with effect from 2022, for the toilet complex. The royalty charges will be paid within 10th day of last month of the year, failing which an interest will be charged @ 12% per annum of the total amount dues.
7. The second party Will collect user charge for 'Urinal' Rs. 1 (One). 'Toilet' Rs. 5 (Five), Bath Rs. 2 (Two).
8. That the toilet complex has to be maintained during opening hours in a clean and hygienic condition and the second party shall maintained of the beautification of toilet complex.
9. The second party shall be completely responsible for taking safety measures and should take adequate insurance, including third party coverage during operation and maintenance period. Such insurance should clearly cover any risks of theft, riot, sabotage and unrest.
10. The second party shall remain responsible for safety or adjacent structure public or private, and their user against loss or damage directly/indirectly caused and will safe guard and arrange for adequate protective measures in case of any loss or damage, the second party shall be liable to pay necessary compensation as per law.
11. The concerned Nodal officer of the Municipality/ Municipal Corporation shall have the right to enter the said allotted space of the said Pay and use Toilet, whenever necessary for inspection.
12. The 2nd party has to deploy required personnel as "caretaker" of the toilet AND CLEANERS.

It is specially mentioned that Female candidates should be deployed for maintaining the female toilet block. The first party will not provide with any person for the maintenance of the toilet complex, nor is in any other obligation of the persons employed by the second party.

13. This 2nd party would be liable to provide minimum standard s of working environment for their employees as per labour laws, at the toilet premises. Working hours, Minimum wages, medical & health insurance, providing uniforms, use of protective gear (boots, rubber gloves, fac emask, uniform/apron), cleaning equipment, storage space, etc. while operating and maintaining the toilet to be ensured. Importantly, it is to be ensured the operator is not violating the stipulations outlined in Prohibition of Employment as Manual Scavengers and their Rehabilitation Act, 2013, among other water and wastewater legal provisions. Occupational health and safety would be strictly monitored by the ULB appointed Nodal Officer.
14. The second party will arrange water and electricity from respective department at his own cost. and shall ensure arrangement of necessary human resources for operation and maintenance of the same.
15. That in the event of failure, the Strict penal action/ Fine/ termination may be imposed by the Authority for wastage of water, a water meter is to be installed and float valve is to be installed if the toilet has underground reservoir) and use of electricity for other purposes.

16. The second party shall not allow the Cleaning of vehicles near vicinity in the toilet blocks by using the water supplied from the toilet block at any point of time.
17. The second party shall at their own cost execute the work and clean the toilet with good conditions to maintain the same in good working condition.
18. The second party neither use nor permit any other person or body corporate to use the said space or any other part thereof or any immoral illegal purpose. And the first party shall not in any way responsible for any illegal activities if any.
19. Replacement or unserviceable part of the said toilet will be done by the 2nd party free of cost to bring the system in good running condition.
20. The second party shall not transfer this right of maintenance or sublet anybody to perform his duties to any body and if he does so the first party will have the right to cancel the agreement by giving one month prior notice.
21. The second party shall arrange requisite security and safety of the said space in accordance with prevailing rules and code of practices. The first party will have sole right to terminate the contract if the second party violates or -breaches-any of the terms and conditions of the this agreement and also fails to keep up proper maintenance of the said toilet by giving one month prior notice.
22. If the second party fails to full fill any of the terms and conditions laid down in this agreement the second party will have to pay the penalty of Rupees Ten Thousand for the compliance of each and every terms and conditions of this agreement.
23. That if the first party felt necessary in the interest of the public to acquire/ take possession/ terminate this agreement of any Site before expiry of the contract period, the second party shall not raise any objection.
24. The second party will insure each toilet structure display a signage as given to them and shall display "Operated and by for -----along with ULB's logo and will lit public conveniences prominently on walls of the structure. The height of these letters shall be at least 15 cm.
25. The second party shall ensure that the premises are not used by outsiders for any purpose other than using the toilet, it should not be used for at any point of time for playing cards and other which involves stakes/betting, play cards or for any illegal/unlawful purposes.
26. The second party or his employees or agent shall maintain good behave and deal with curtsey manner with the users of the said toilets etc.
27. In case of any dispute, it will be amicably resolved by referring the matter to the Chairperson/ Mayor of _____ (name of the Municipality/ concerned CIC/ MMIC). The decision of Chairperson will be final.
28. All the structure will be sole property of the first party after completion of the contract period, or terminated earlier the said property must be handed over to the first party with peaceful possession.

The following conditions to be fulfilled by the 2nd party during the entire contract period:-

- a. Gender-segregated, separate entrances for males and females, if both facilities available in a single block.
- b. Entrance/ accessibility (like ramp, stairs) to toilet block is barrier free, including those for specially able persons to be ensured by the 2nd party. No encroachment to be allowed.
- c. All toilet seats and urinals clean and usable at all times. Toilet floor to be maintained dry and clean at all times.
- d. Wash basin(s)/hand wash facility clean and usable at all times.
- e. Availability of water to be ensured by the 2nd party, for any issue Nodal officer of the 1st party to be contacted
- f. Regular monitoring to be done to ensure adequate ventilation facility by the 2nd party.
- g. Premises to be well lit at all times, both inside and outside, with each seat having its own light point, and all light points are functional, replacement of bulbs and minor repairing would be

the responsibility of the 2nd party. While Major repairs, this may include up gradation of the facility, rehabilitation, structural repairs, refurbishment of roof, tanks, soak pits etc. which sometimes could entail closure of the facility. These repairs may be carried out by ULB depending on the nature of the contract. The costs towards major repairs may be reimbursed by ULB depending upon the contract conditions.

- h. Functional bolting arrangements on all doors of all toilet seats to be ensured by the 2nd party.
- i. 2nd party has to ensure that untreated fecal sludge/seepage and sewage from the toilet is not discharged and/or dumped in drains, open areas or water bodies. If found defaulter, the 2nd party will be penalized/terminated of this agreement
- j. Mirrors, if available, are to be maintained and will be clean and polished
- k. Covered blue litterbins to be made available in each female toilets and to be cleaned regularly.
- l. Soap/operational soap dispenser to be made available/maintained by the 2nd party.
- m. Usable taps and fittings, with no leakage or water tank in or outside the structure with water available in initial times during opening hours to be ensured by the 2nd party.
- n. Premises are visible to passersby, with clear signage, and the area within 3 meter from each direction of the structure is not encroached by unauthorized construction and vendors.
- o. Staff is provided with necessary supplies of consumables, cleaning equipment, protective gear to aid their cleaning activities and inventory and stocking system by the operator, and there is no stock out for longer than 24 hours.
- p. The 2nd party will maintain Roster for regular cleaning and maintenance.
- q. Caretaker should be made available at all times during open hours. At any point of time he/ she will not leave the space unattended.
- r. The display board written by the ULB during handing over of the toilet to the 2nd party is to be maintained by the agency and Name and contact details of the following are to be displayed prominently-Toilet identification number, name of ULB under whose jurisdiction toilet is covered, ward number and maintenance authority prominently displayed for each toilet block Supervisor, Supervisor's agency and area Sanitary Inspector and the opening hours of the toilet.
- s. Complaint registration and incidents resolved within 24 hours of registration/manual register for capturing feed back in cities with less 50000 population.
- t. Air freshener should be applied at all times

Additional conditions to be complied to term the toilet as "aspirational" at all times.

- a. Walls and floors should be remain stain/graffiti free.
- b. Low height toilets/Indian toilets for children.
- c. Plants / shrubs to be maintained in the vicinity of toilet complex, plant pots to be made available and maintained.
- d. The ULB should use space earmarked for advertisement for revenue generation.
- e. Hand dryer/Towels / Paper napkin to be made available.
- f. Ladie's toilet shaves vending machine/mechanism (separate blue bin in each ladies toilet cubicle) for disposal of sanitary napkins.
- g. Incinerator facility/ or separate mechanism should be made available by the 1st party for disposal of used sanitary napkins for toilet having >10 seats and also to the toilets adjacent to women college /hostels while the 2nd party will ensure daily disposal of the same.
- h. Functional floodlights /halogen vapor lamps outside the toilet premises during the night, without any dark, shadowy areas in the vicinity of the toilet. The bulbs if found not working would be changed within 2 hours.
- i. SMS/any other ICT based feedback system to be maintained by the 2nd party
- j. If the structural condition found unsuitable for use, the 2nd party will notify the same in writing to the 1st party within 1 day.

SCHEDULE OF LAND WITH STRUCTURE OF TOILET, LATRINE, URINAL, BATHING, SHADE, ETC ABOVE REFERRED TO

All that peace and parcel together with structure lying and situated at _____ which is
butted and bounded by :

On the north by _____ :
On the south by _____ :
On the East by _____ :
On the West by _____ :

IN WITNESS WHERE OF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS ON THE DATE FIRST ABOVE WRITTEN.

SIGN SEALED AND DELIVERED ON

FOR and behalf of the _____ (1st Party)

Witness 1 :

Biswajit
18/12/2020
Chairman,
Chandrakona Municipality

Witness 2 :

FOR and behalf of the _____ (2nd Party)

Witness 1 :

Bandyopadhyay
Officer-in-charge,
Chandrakona Police Station
Dist.-Paschim Medinipur, W.B.

Witness 2 :