



ବିଜ୍ଞାପିତ ଅଞ୍ଚଳ ପରିଷଦ, କୁଚିଣ୍ଡା

OFFICE OF THE NOTIFIED AREA COUNCIL, KUCHINDA

NAME OF WORK: Providing (33 numbers) of manpower (Sweepers) for cleaning and sanitation services in 9 number of wards (i.e. ward no.1 to 9) in N.A.C. Kuchinda

Sd/-
Executive Officer,
Notified Area Council, Kuchinda

Signature of Bidder with Seal

Signature of Bidder with Seal

OFFICE OF THE NOTIFIED AREA COUNCIL, KUCHINDA

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING CONTRACT FOR “Providing (33 numbers) of manpower (Sweepers) for cleaning and sanitation services in 9 number of wards (i.e. ward no.1 to 9) in N.A.C. Kuchinda”

A. Cost of the Tender Document: Rs. 6,000/-**(Rupees Six Thousand only)**

B. Last date & time for submission of Bid 15.11.2018. 5.00 PM

C. Tender (Technical Bids) to be opened: 16.11.2018 at 11.00 AM

D. Financial Bid to be opened: 16.11.2018 at 3.00 PM

NOTE :

1. The Executive Officer, KUCHINDA NAC reserves right to change the date of submission and opening the bid.
2. If the date fixed for opening of tender is subsequently declared a holiday, the tenders will be opened on the next working day following the holiday but, there will be no change in the time for opening indicated above.
3. The intending Tenders may survey the designated wards & areas to know the scope of work before responding to the Tender.
4. Bids will be received through Speed Post/Registered Post only.
5. Bids will not be received through courier service and hand to hand.
6. The authority also reserves the right to reject any or all the tenders without assigning any reason thereof.

Sd/-
Executive Officer,
Notified Area Council, Kuchinda,

Signature of Bidder with Seal

Crucial Details of Tender Call Notice

Name of the work	:	“Providing (33 numbers) of manpower (Sweepers) for cleaning and sanitation services in 9 number of wards (i.e. ward no.1 to 9) in N.A.C. Kuchinda”
E.M.D	:	1% of the total quoted value for one year in shape of Demand Draft / NSC / KVP / STDR / Bank deposit receipts of any nationalized bank duly drawn / pledged in favour of Executive Officer, KUCHINDA N.A.C., and payable at KUCHINDA.
AGENCY	:	As per eligibility criteria
Period of contract	:	one Year
Cost of Tender document	:	Rs. 6,000/-
Download of Tender document from NAC Website	:	Dt.03.11.2018 from 2.00 P.M to Dt.15.11.2018 up to 5.00 P.M (website: www.nackuchinda.in)
Last Date for receipt of Filled in Tender document	:	Dt.15.11.2018 up to 5.00 P.M.
Place &Date of Opening of Technical bid	:	Office of the Executive Officer, KUCHINDA NAC. Dt.16.11.2018 at 11.00 A.M.
Place & date of opening of Financial Bid of eligible Tenders	:	KUCHINDA NAC 16.11.2018 at 3.00 PM.
Officer inviting the Tender	:	Executive Officer on behalf of KUCHINDA NAC.
Likely date for commencement of deployment of required manpower	:	01.12.2018

Signature of Bidder with Seal



ବିଜ୍ଞାପିତ ଅଞ୍ଚଳ ପରିଷଦ, କୁଚିଣ୍ଡା

No.1678/NAC

Date. 02/11/2018

Notice Inviting Tender

Sealed bid in conformity with detailed tender call notice are invited from intending registered firms / NGOs / Private companies / Contractors working within the jurisdiction of Odisha, having eligibility criteria as stipulated in DTCN, for execution of the under mentioned work, so as to reach by **speed post / registered post only to the Executive Officer, KUCHINDA N.A.C. by 5.00 P.M. on dt. 15.11.2018 and bid documents will be opened on dt 16.11.2018 at 11.00 A.M.** in presence of the bidder or their authorized representatives who wish to remain present for the occasion. If the office happens to be closed due to subsequent declaration of holiday, the process of receipts and opening schedule will be on next working day at the specified time and venue without any further notice. **The download of Bid document will start from 2.00 P.M. on dt. 03.11.2018 and close by 5.00 P.M. on 15.11.2018.** The intending bidders shall have to deposit the cost of tender paper (non-refundable) in shape of Demand Draft from any nationalized bank drawn in favour of Executive Officer, KUCHINDA N.A.C. payable at KUCHINDA.

Sl. No.	Name of the work	Cost of bid document
1	“Providing (33 numbers) of manpower (Sweepers) for cleaning and sanitation services in 9 number of wards (i.e. ward no.1 to 9) in N.A.C. Kuchinda”	Rs. 6,000.00

Download bid documents from NAC Kuchinda Website:
www.nackuchinda.in

Bid documents should be submitted through Regd. Post / Speed post only, superscribing **“Tender for Providing (33 numbers) of manpower (Sweepers) for cleaning and sanitation services in 9 number of wards (i.e. ward no.1 to 9) in N.A.C. Kuchinda”** and addressed to **Executive Officer, KUCHINDA N.A.C., At / P.O : KUCHINDA, Dist : KUCHINDA, Odisha, PIN : 768222.** However KUCHINDA N.A.C. will be in no way responsible for postal delay to the receipts of bid documents beyond scheduled date and time. The bid must be accompanied with required E.M.D. @ 1% of the quoted value in shape of Demand Draft / NSC / KVP / STDR / Bank deposit receipts of any nationalized bank duly drawn / pledged in favour of Executive Officer, KUCHINDA N.A.C., and payable at KUCHINDA failing which the bid will be rejected out rightly.

Sd/-
Executive Officer,
Notified Area Council, Kuchinda

Signature of Bidder with Seal

Memo No.1679/NAC Date. 02/11/2018

Copy forwarded to the Advertising Manager the Samaj ,Sambalpur/ The Odisha Bhaskar, Sambalpur / The New Indian Express, Sambalpur for information with a request to Publish the Notice for one day on or before 04.11.2018 in their news paper using space of 10cm x 12 cm size.

Sd/-
Executive Officer,
Notified Area Council, Kuchinda

Memo No.1680 /NAC Date. 02/11/2018

Copy to the MIS Computer Programmer, NAC Kuchinda to upload the tender documents in web portal of NAC Kuchinda.

Sd/-
Executive Officer,
Notified Area Council, Kuchinda

Signature of Bidder with Seal



ବିଜ୍ଞାପିତ ଅଞ୍ଚଳ ପରିଷଦ, କୁଚିଣ୍ଡା

OFFICE OF THE NOTIFIED AREA COUNCIL, KUCHINDA

At/Po-Kuchinda, Dist-Sambalpur, Odisha, Pin-768222 Phone: (06642)220060

Email:kuchinda_nac@yahoo.com, Website: www.nackuchinda.in

No. _____/NAC

Date. _____

TENDER CALL NOTICE

Sealed bid in conformity with detailed tender call notice are invited from intending registered firms / NGOs / Private companies / Contractors working within the jurisdiction of Odisha, having eligibility criteria as stipulated in DTCN, for execution of the under mentioned work, so as to reach by **speed post / registered post only** to the Executive Officer, KUCHINDA N.A.C. by **5.00 P.M. on dt. 15.11.2018** and **bid documents will be opened on dt 16.11.2018 at 11.00 A.M.** onwards in presence of the bidder or their authorize representatives who wish to remain present for the occasion. If the office happens to be closed due to subsequent declaration of holiday, the process of receipts and opening schedule will be on next working day at the specified time and venue without any further notice. **The bid documents shall be downloaded from NAC Website from 2.00 P.m. on dt. 03.11.2018 and close by 5.00 P.M. on 12.11.2018.** The intending bidders shall have to deposit the cost of tender paper (non-refundable) in shape of Demand Draft from any nationalized bank drawn in favour of Executive Officer, KUCHINDA N.A.C. payable at KUCHINDA.

Sl. No.	Name of the work	Cost of bid document
1	"Providing (33 numbers) of manpower (Sweepers) for cleaning and sanitation services in 9 number of wards (i.e. ward no.1 to 9) in N.A.C. Kuchinda"	Rs. 6,000.00

Bid documents can be downloaded from NAC website www.nackuchinda.in against cost of bid document in the form of Demand Draft issued from any scheduled bank payable at KUCHINDA in favour of Executive Officer, NAC, KUCHINDA and Bank Draft should be prepared on or before the last date of sale of the Bid document.

Bid documents should be submitted through Regd. Post / Speed post only, superscribing "**Providing (33 numbers) of manpower (Sweepers) for cleaning and sanitation services in 9 number of wards (i.e. ward no.1 to 9) in N.A.C. Kuchinda**" and addressed to **Executive Officer, KUCHINDA N.A.C., At / P.O : KUCHINDA, Dist : KUCHINDA, ODISHA, PIN : 768222.** However KUCHINDA N.A.C. will be in no way responsible for postal delay to the receipts of bid documents beyond scheduled date and time. The bid must be accompanied with required E.M.D. @ 1% of the quoted value in shape of Demand Draft / NSC / KVP / STDR / Bank deposit receipts of any nationalized bank duly drawn / pledged in favour of Executive Officer, KUCHINDA N.A.C., and payable at KUCHINDA failing which the bid will be rejected out rightly.

Signature of Bidder with Seal

Eligibility Criteria

The bid documents should be accompanied with Xerox copy of Registration Certificate/License, PAN card, EPF registration certificate, ESI registration certificate, I.T. refund for 3 A.Y. i.e. 2015-16 , 2016-17 & 2017-18. GST Clearance certificate, labour license consisting of minimum 100 or above Nos. of labour, proof of establishment, Audit report &

Financial turnover for last 3 Years. The bidder must have minimum 5 years' experience on municipal solid waste management/sanitation work, and sound track record with a minimum financial turnover of Rupees 50 lakhs (Fifty lakhs) on Municipal Solid Waste Management/sanitation work in any calendar year of last three financial years and the bidder should be agreed to adhere all terms and conditions of DTCN / bid document. Credibility and experienced certificate issued from the concerned authority / employer not below the rank of Executive Officer or Head of the Organization under whom the work is done and should be of similar in nature i.e. Street sweeping, drain cleaning, lifting of garbage and other solid wastes from any Government Department / PSU / Municipality / N.A.C. etc.

Preference will be given to such organization that have completed training on Municipal Solid Waste Management & Plastic Management and should have trained resource person with basic knowledge on community led approaches on total sanitation from a reputed institution.

Other terms and conditions can be seen from the DTCN.

In case of Association of Solid Waste Management workers, the sanitation committee is free to take suitable decision and consider relaxation in the overall eligibility criteria.

The authority reserves the right to reject any or all the bid without assigning any reason thereof.

Sd/-
Executive Officer,
Notified Area Council, Kuchinda

Memo No. 1680 /NAC Dated. 02/11/2018

Copy to Accountant / Cashier / Notice Board of NAC for information

Sd/-
Executive Officer,
Notified Area Council, Kuchinda

I

Signature of Bidder with Seal

TECHNICAL BID

GENERAL TERMS AND CONDITIONS

Instruction to bidders:-

1. The bidder is expected to **examine all the instructions, terms and specifications** in the bid document. Failure to furnish all information as per the bid document or submission of bid not substantially responsive to bid document in every respect will be at bidder's risk and will result in rejection of bid.
2. The tender has been invited under two bid system i.e. **Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes super scribing "**Technical Bid for Providing (33 numbers) of manpower (Sweepers) for cleaning and sanitation services in 9 number of wards (i.e. ward no.1 to 9) in N.A.C. Kuchinda**". Both the envelopes should be kept in another sealed envelope super scribing "**Financial Bid for Providing (33 numbers) of manpower (Sweepers) for cleaning and sanitation services in 9 number of wards (i.e. ward no.1 to 9) in N.A.C. Kuchinda**"
3. If the quoted value of successful bidder is less than the estimated amount, the bidder has to deposit the differential amount before drawal of agreement and the amount is refundable after closure of agreement, subject to fulfilling of other stipulated conditions enumerated within this bid document.
4. Bidder should have appropriate resources, establishment in the area, necessary expertise, requisite manpower, proper coordinating and supervisory ability to undertake the work.
5. The bid is meant for carrying out the work for a **period of one year** and liable for extension to further period subject to satisfactory work performance.
6. The conditional and incomplete bids are liable for rejection.
7. The bid submitted by partnership firm / sole proprietorship firm or security agency shall furnish the copy of partnership deed duly registered for cleaning and sanitation services with the appropriate authority, otherwise the bid will be rejected out-rightly.
8. Letter of authorization for representing the registered firm / private company / NGOs and entrepreneur to sign the bid document should be enclosed along with the bid document.
9. Bids containing overwriting, additions alternation, erasures, obliteration and other discrepancies may not be considered. The bidders should properly attest all corrections made by them.
10. **The bidder shall sign every page of the bid documents submitted by him / them. The bidder should quote rate both in figures and in words, wherever if there is difference between the rate quoted in figures and words, the rate quoted in words will be taken as correct.**
11. All the documents furnished by the bidder are subject to verification from the issuing authority. In case any manipulation is found, the EMD / S.D. will be forfeited and action may

Signature of Bidder with Seal

be initiated for black listing the agency.

12. The bid documents should be accompanied with the self-attested / certified true copy of following certificates / documents and **in absence of any of which, the bid will be summarily rejected.**

- i) The bidder should submit EMD @ 1% of the annual quoted value along with bid document in shape of NSC / STDR / Bank deposit receipt / Demand Draft, drawn / pledged in favour of Executive Officer, KUCHINDA, N.A.C.**
- ii) The bidder should submit revenue solvency from competent authority to the tune of minimum 30% of Quoted Value.**
- iii) Registration certificate.**
- iv) PAN Card.**
- v) Contract labour license.**
- vi) EPF registration certificate.**
- vii) ESI registration certificate.**
- viii) IT returns for 3 years i.e. 2015-16 , 2016-17 & 2017-18.**
- ix) GST Clearance Certificate.**
- x) Financial turnover certificate for 3 years from the chartered accountant.**
- xi) Minimum 3 years' experience in cleaning and sanitation services/solid waste management. Certificate issued in this respect from the concerned authority / employer not below the rank of Executive Officer or Head of the Organization under whom the work is done and should be of similar in nature i.e. sweeping of street / lifting of garbage / other solid wastes from any Government Department / PSU / Municipality / N.A.C. / Organisation of national repute etc.**
- xii) Affidavit about the authentication of documents attached with the bid.**
- xiii) Proof of Credibility & activity report of organization/bidder.**

13. Name of the purchaser at the time of procurement of DTCN shall not be disclosed.

14. Basing upon the geographical area, floating population and future possible difficulties, priority may be given to such organization to which the council or tender selection committee will think to be fit.

The Authority reserves the right to reject any or all the tenders without assigning any reason thereof.

Signature of Bidder with Seal

To

The Executive Officer
N.A.C., KUCHINDA,
AT/PO-KUCHINDA,
DIST-AMBALPUR, PIN-768222.

Sub - Tender for the work: "Providing (33 numbers) of manpower (Sweepers) for cleaning and sanitation services in 9 number of wards (i.e. ward no.1 to 9) in N.A.C. Kuchinda".

Sir,

With reference to above cited work, I have visited the site and fully acquainted myself with the local conditions regarding geographical conditions, terrain, materials, labour, socio-cultural conditions and other factors pertaining to the work before submitting this tender.

I also agree to execute the work specified in the tender documents with the time specified in accordance with the specification, design and instructions which will be communicated to me in writing or verbally by officers in charge of the work from time to time.

Place:

Date:

Signature of Bidder

Name of the Bidder :

Permanent Address :

Present Address :

Phone No.....

Office Res.....Mobile

e-mail

Signature of Bidder with Seal

Checklist of Documents to be enclosed with Tender to prove the eligibility as per Technical Bid-document & Tender Call Notice

Sl. No.	Name of document	Status		Page No.
		Non-Submitted	Submitted	
1	E.M.D. @ 1% of the annual quoted value			
2	Revenue solvency from the competent authority for a minimum 30% of Quoted Value.			
3	Bid document			
4	Copy of Registration Certificate			
5	Copy of PAN Card			
6	Copy of Labour License			
7	Copy of EPF registration certificate			
8	Copy of ESI registration certificate			
9	Copy of GST registration certificate			
10	Copy of financial turn over certificate for last 3 years.			
11	Copy of Audit report for last 3 years.			
12	Copy of GSTRIN			
13	Copy of Income Tax Return for 3 A.Y. i.e. 2015-16 , 2016-17 & 2017-18.			
14	Copy of Training certificate on Municipal Solid Waste Management & Plastic Management.			
15	Copy of proof of trained resource person with basic knowledge on community led approaches on total sanitation.			
16	Copy of experience certificate for 3 years.			
17	Copy of work order on solid waste management / sanitation work issued by the similar organization / authority for last 3 years.			
18	Copy of credibility/capability/activity report of Bidder.			
19.	Copy of Proof of Establishment.			
20	Affidavit in Original Others, if any			

Signature of Bidder

Note – The bidder should sign in each and every page as taken of its receipt and accepted all terms and conditions of the bid document and abide by rules and regulations of the tender.

Signature of Bidder with Seal

Detailed Tender Call Notice

“Providing (33 numbers) of manpower (Sweepers) for cleaning and sanitation services in 9 number of wards (i.e. ward no.1 to 9) in N.A.C. Kuchinda” under Solid Waste Management Scheme.

The bidders shall have to **quote their lump sum rates both in figures and words** in the specified space given in (Financial Bid) **Annexure – A** for Providing Garbage collection, cleaning and sanitation service in the concerned area.

A. SCOPE WORK:

1. Sweeping Garbage collection of Solid Wastes:

The entire geographical area of ward should remain always clean i.e. throughout the day. The solid wastes are to be collected from various sources of its generation throughout the identified area, from domestic door to door, market places including commercial / Industrial / Institutional units and from bins placed by various commercial units by tricycles / dustbins / garbage bins placed within the specified area. Solid wastes also include faecal waste, dead animals including remnant of road sweepings etc.

2. Cutting of bushes & cleaning of drains

The bushes & shrubs from roadside berms and conservancy lanes are to be cleaned by the agency. The roadside drains are also to be cleaned i.e. removal of polythene, paper, foreign materials and other floating materials to avoid choking of the drains. The executing agency after daily collection shall have to ensure complete removal of entire solid wastes from the specified areas to the full satisfaction of the officer-in-charge from KUCHINDA N.A.C., and in case, the agency does not comply to the instructions of the officer-in-charge of KUCHINDA N.A.C., the later may engage any other agency for removal of such solid wastes which has not been collected by the executing agency and in such a case, the cost of collection and removal through the other agency shall be recovered from the bills of the original executing agency.

4. Brief description to other scope of works

- i. To provide manpower for engaging in sanitation work like street cleaning, removal of sludge, lifting of garbage within the jurisdiction of N.A.C. The solid waste so collected shall have to be segregated and stacked at temporary sites to be lifted by vehicles for suitable dumping.
- ii. On the occasion like holding of Mela, exhibitions, festivals and during the visit of dignitaries, the bidder shall initiate extra effort in cleaning the area concerned as

Signature of Bidder with Seal

a routine work without any extra financial implications. In the event of bidder failing to successfully clean all or part of allotted work, NAC may deploy labourers to carry out work of important nature as appears to the authority at NAC, and all expenses incurred thereto shall be deducted from the subsequent regular monthly bill raised by the bidder / security deposit. Failure to comply the condition may lead to rescission of contract on serving due notice by the authority at NAC, KUCHINDA.

- iii. Road sweeping should normally be completed by 7.00 A.M. daily.
- iv. All the drains should be cleaned and executant has to ensure free flow of drain water in each drain round the clock.
- v. Door to door garbage collection shall commence from 7.00 A.M. onwards with mechanism to alert the local domestic inhabitants / commercial institution etc. facilitating ease of access to proper services.
- vi. All the dust bins shall be cleaned daily and that in no bin, the garbage will be deposited creating unhygienic environment.
- vii. All the collection equipment, other tools and plants like pushcart / tricycle / wheelbarrow / broomstick / basket / fawda etc. shall be supplied by the N.A.C.
- viii. The service provider shall supply dress to the sweeper and supervisor as per the prescribed dress code for easy identification.
- ix. The service provider has to deploy manpower for periodical spraying of insecticide / rodenticide / pesticide for removal of flies / rodents / pests etc. for which required chemicals to be issued by the NAC, KUCHINDA.
- x. Similarly, phenyl, bleaching powder, malaria oil and other disinfectant available in this office will have to be spread in drains and other required locations in co-ordination with the Sanitary Inspector / Executive Officer of N.A.C., KUCHINDA.
- xi. Basic requirements such as Soap, Gum-boot and other equipment required for doing sweeping, cleaning and lifting work of garbage shall have to be provided to the sanitation workers by the service provider without any extra financial implications to the N.A.C, KUCHINDA.
- xii. As sanitation work is an essential service for providing basic amenities to the citizens, it shall be the responsibility of the **service provider to ensure uninterrupted rendering** of such civic responsibility and manage entrusted work smoothly. As such, apart from Sunday and to some extent, other National Holiday, minimum leave as per Labour Law will have to be extended so that no disruption is resulted in rendering the sanitation work.
- xiii. As garbage lifting is an important assignment, the tractors with trolleys, three wheelers and other utilities will be put into use and a detailed Plan of Action for the purpose shall have to be chalked out in the first week of every month, so that the work can be executed smoothly without any hindrance.

Signature of Bidder with Seal

- xiv. The service provider will have to **keep in regular contact** with the Sanitary Inspector / Sweeper-Zamadar / Executive Officer and other concerned official of N.A.C., KUCHINDA in daily performance of sanitation work.

B. IMPORTANT INSTRUCTIONS AND CONDITIONS.

1. It is a Single cover bid system containing both technical & financial bid and should be sent through Registered post/Speed post only.
2. The successful bidder will have to deposit one month of the quoted value as the Security Deposit (S.D.) including EMD in shape of cash / Demand Draft / Bank Deposit / STDR or N.S.C. duly pledged in favour of Executive Officer, KUCHINDA N.A.C. at the time of agreement as Security Deposit.
3. The bidder should quote rates both in figures and in words, wherever if there is any difference between the rate quoted in figures and words, the rate quoted in words will be taken as correct.
4. The rate should be quoted for entire operation described in scope of work per month lump sum excluding the charges of PF, and other admissible taxes/charges as required for the purpose. These statutory dues will be borne by the N.A.C. on demand from time to time as fixed by the Govt.
5. The authority may reduce or increase the geographical area of operation at any time and the rate of contract may be reduced or increased depending on area., Population, households, road length, drain length and garbage generation of that increased or decreases area.
6. The authority at NAC, KUCHINDA reserves the right to reject any proposal, if:
 - a. At any time, a material misrepresentation is made or discovered: or
 - b. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the proposal.
7. In case there are two or more bidders quoted the same lowest financial offer, the authority may in such case take suitable steps to select such valid bid taking into factors such as working experience in the locality with good track record and successful completion of the work and select the preferred bidder as per the decisions of the council. The selection in such case shall be at the sole discretion of the N.A.C. / bid inviting authority.
8. In the event of acceptance of the preferred bidder with or without negotiations, the authority shall declare the preferred bidder as the successful bidder. The N.A.C. will notify the successful bidder through a Letter of Award (LoA) that its proposal has been accepted.
9. In case of Association of Solid Waste Management workers or effective organization of Safei Karmacharies, the sanitation committee / council is free to take suitable

Signature of Bidder with Seal

decision and may consider relaxation in the overall eligibility criteria.

10. The successful bidder shall execute the Agreement soon after the issue of Letter of Award and to execute the work as per work order.
11. Not with standing anything contained in this bid document, the authority reserves the right to accept or reject any proposal, or to annul the bidding process or reject all proposals, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.
12. Authority at N.A.C. KUCHINDA has the right to terminate the contract on the ground of improper performance and violation of the terms and conditions of the agreement without assigning any reason, with a single one month prior notice served by N.A.C. to the executants.
13. N.A.C. reserves the right to extend the period of contract if required with mutual consent of the bidders after closing the contact period basing on the performance of the works.
14. The EMD furnished by the unsuccessful bidders will be refunded back on application only after the finalization of bid process and signed of agreement with the successful bidder.
15. The intending bidders are advised to inspect and **assess the entire geographical areas** and accordingly **quote their rates** and such rates will be valid for a period of
16. minimum one year from the date of signing of agreement. Escalation of rate is only possible if there will be change of rate of wages or any other charges at Government level, duly approved by the Council of NAC, KUCHINDA.
17. In case the work on a particular day during inspection by N.A.C. officials is found not up to substantial standard and dis-satisfactory, deduction will be made for the particular day from the bill of the agency and after comply of said complain the deduction amount may be paid to the agency. The amount of deduction will be decided by the N.A.C.
18. Beside the above the successful bidder will also abide by all other terms and conditions as and when imposed by the authority.

D. STANDARD SPECIFICATION OF WORKS

1. The specification and detail methods of work described in scope may follow the guidelines described in the "Manual of Municipal Solid Waste Management" and Municipal Solid Waste (Management & Handing) Rule – 2000 under Environment

Signature of Bidder with Seal

Protection Act.

2. The agency shall consider to follow the above guidelines as far as practicable and may improve gradually to make the town a dustbin free and garbage free town in phased manner.
3. The Municipal authority may issue special instructions to the agency from time to time for improvement of service and in public interest which the agency has to follow in practice.

E. MAN POWER ENGAGEMENT AND MANAGEMENT

1. The agency has to engage well trained and physically sound staffs suited as per labour & ESI Deptt. Govt. Of Odisha for smooth and timely operation of the process.
2. The man power so engaged should be well behaved and public friendly.
3. They should not accept tips / bribes / service charges from public in any form for their service provided in SW collection and handling.
4. All workers engaged by the agency should be issued with Photo Identity Card and Specially Designed uniforms for easy reorganization during duty period.
5. If required, the N.A.C. may ask for to provide extra labour as per requirement in any category i.e. high-skilled, skilled, semi-skilled and the agency will be ready to provide the same. Extra payment will be made to the agency in this respect as per labour law.
6. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
7. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in N.A.C, KUCHINDA or office concerned.
N.A.C, KUCHINDA or office concerned shall have no liability in this regard.
8. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to N.A.C, KUCHINDA or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department or office concerned.
9. The Manpower Service Provider shall maintain all statutory registers under the Law

Signature of Bidder with Seal

and shall produce the same, on demand, to the authority of N.A.C, KUCHINDA or office concerned or any other authority under Law.

10. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, N.A.C, KUCHINDA or the office concerned is put to any loss / obligation, financial or otherwise, N.A.C, KUCHINDA or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
11. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues, N.A.C. KUCHINDA or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to N.A.C, KUCHINDA or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
12. The contract may also be terminated with one-month single notice if there occur any changes of Govt. Policy / Rules / financing pattern etc. which are beyond control of the urban local body.
13. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against N.A.C, KUCHINDA or Office concerned. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
14. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The N.A.C, KUCHINDA shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of N.A.C, KUCHINDA or Office concerned and an Authorized representative of the Manpower Service Provider.
15. N.A.C, KUCHINDA shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

Signature of Bidder with Seal

16. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them. Authority at NAC, KUCHINDA may require Police verification report of the person to be deployed by the service provider and to be furnished by the agency forthwith.
17. The agency shall pay the wage to the labours on the basis of duration of work done per day, i.e. half wage for half day and full wage for full day as per labour act and prepare/submit the bill accordingly.

F. TOOLS AND PLANTS

1. The N.A.C. authority will provide disinfectants and other chemicals required for sanitation etc. and storage which has to be used by agency as per instructions of N.A.C. authority. The executing agency will provide the labour required for the purpose.

G. BILLS OF WORK

1. Bills for payment will be prepared on monthly basis as per contract agreement after satisfactory performance only. Payment of bill is subject to availability of funds.
2. The authority may withhold any reasonable amount from the monthly bill due to bad or unfinished work and same will be released after due compliance.
3. No interest can be claimed for delay in payment.
4. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act / Rules, as amended, from time to time and a certificate to this effect shall be provided by N.A.C, KUCHINDA or office concerned.
5. Service tax is exempted vide clause 2.2.2 (ii), DOF No.334/15/2014-TRU, New Delhi, dtd. July 10, 2014 by Joint Secretary (Tax Research Unit), Deptt. of Revenue, Ministry of Finance, Govt. of India.

H. TERMINATION OF CONTRACT

1. The N.A.C. Authority may terminate the contract on deviation of contract agreement and unsatisfactory performance with giving one month prior notice.
2. The agency may withdraw from contract without any penalty only after completion of one year.
3. If the agency ceases to work at any time within contract period, the security deposit are liable of forfeiture and authority may impose additional penalty as deemed fit.

I. LEGAL JURISDICTION / ARBITRATION:

1. All legal matters are subject to be in jurisdiction of KUCHINDA..
2. In the event of any dispute arising out of contract the same shall be referred for arbitration to the Chairperson, N.A.C, KUCHINDA / Collector & District Magistrate,

Signature of Bidder with Seal

Sambalpur and the award of the arbitrator shall be final and binding. The Venue of arbitration will be at KUCHINDA / KUCHINDA.

3. For every 6(six) days of duty of personnel one day off with payment will be given. The bidder will have to bear cost of providing personnel for this weekly off. The total rates quoted shall inclusive of all these including profits, overheads, bonus, gratuity etc. and taxes whatsoever payable.
4. This is to certify that I/we before signing this bid documents, have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

AGREEMENT

This Agreement is made on this ____ day of _____ Between the Executive Officer, N.A.C, KUCHINDA represented by _____, here-in-after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part

And

M/s _____ represented by Sri _____, here-in-after called the "Manpower Service Provider" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of Labourers and equipment for engaging in Sanitation work within the jurisdiction of N.A.C. / Office;

And whereas the "Manpower Service Provider" has offered its willingness to the same in conformity with the Provisions of the agreement;

And whereas the "Authority" has finalized the rate as per the terms and conditions of the agreement to the "Manpower Service Provider".

Now this agreement witnesses as below:-

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority"

Signature of Bidder with Seal

to provide personnel to be engaged as Daily Labourers for engaging in Sanitation work within the jurisdiction of N.A.C., KUCHINDA on daily wage basis in conformity with the provisions of the Terms and Conditions.

3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise, it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid up to_____.

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

**Signature of the officer
authorised to sign on behalf of
premises
Manpower Service Provider**

**Signature of the Authority
An officer acting in the**

In the presence of witness:-

Witness

Witness

1. Name:.....

1. Name:.....

Address:.....

Address:.....

2. Name:.....

2. Name:.....

Address:.....

Address:.....

Signature of Bidder with Seal

APPLICATION - FINANCIAL BID

ANNEXURE – A

For Providing Manpower Service to N.A.C. KUCHINDA.

1. Name of tendering Manpower Service Provider: _____

2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc.

SI No.	Category	Remuneration including Employee Share	EPF	ESI	Other Statutory dues if any	Service Charge	G.S.T.	Total Per Person
1	Sweeper	Per day wages						

Date:

Signature of the authorized Person

Place:

Full Name :

Seal:

Notes :

1. In accordance to with Finance department Circular 28090 dtd 22.09.2017 and modification number 11835 dt 31.03.18.
2. Quoting less than the minimum rate shall be summarily rejected.
3. Minimum Service charge should not less than 2% of the take home remuneration as it is observed that to compensate the profit, cuts are taken from the salary of outsourced personnels.
4. The total rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the Contract.
5. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower and the statutory dues deposit certificate from the ESI/EPF Authority on deposit of statutory fees.

Signature of Bidder with Seal

Signature of Bidder with Seal