🕎 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. 1486 /NAC Dt. 17-07-2021

To

The Dy. Director (Advertisement)-cum-Secretary to Govt. I & PR Department, Odisha, Bhubaneswar.

Sub: Advertisement of Tender Call Notice.

Sir,

Please publish the following advertisement using minimum space as per Govt. norms in Two Odia newspaper for one day & single edition only. The bill will be submitted to the Executive Officer, Notified Area Council, Kuchinda for payment.

Yours faithfully,

Adula (not)
TExecutive Officer

Notified Area Council, Kuchinda

Expression Of Interest Notice
No. 1425 /NAC Date. 17-07-09-1

Expression Of Interest for Selection of Manpower Providing Agency for (33 numbers) of manpower (Sweepers) for cleaning and sanitation services in N.A.C. Kuchinda on Outsourcing Basis.

Sealed bid in conformity with detailed express of interest 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 / Courier Services/By Hand only to the Executive Officer, KUCHINDA N.A.C. by 5.30 P.M. on dt. 29.07.2021 and bid documents will be opened on dt 30.07.2021 at 3.00 P.M. The EOI document can be downloaded from the website of NAC Kuchinda i.e. https://nackuchinda.in/tenders/

Memo No. 1427 /NAC Dt. 17-07-8021

Copy submitted to the DI & PRO, Sambalpur for favour of information and necessary action.

Executive Officer

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

THEY Y
Executive Officer,
Notified Area Council, Kuchinda

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. 10,000/-(Rupees Ten Thousand only)
- B. Last date & time for submission of Bid 29.07.2021. 5.30 PM
- C. Tender (Technical Bids) to be opened: 30.07.2021 at 3.00 PM
- D. Financial Bid to be opened: 30.07.2021 at 4.30 PM

NOTE:

- The Executive Officer, KUCHINDA NAC reserves right to change the date of submission and opening the bid.
- 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.
- The intending Tenders may survey the designated wards & areas to know the scope of work before responding to the Tender.
- Bids will be received through Speed Post/Registered Post only.
- 5. Bids will not be received through courier service and hand to hand.
- The authority also reserves the right to reject any or all the tenders without assigning any reason thereof.

Executive Officer,

Adulyalmet

Notified Area Council, Kuchinda,

Signature of Bidder with Seal

Crucial Details of Tender Call Notice

4				
lame of the work	:	"Providing (33 numbers) of mank (Sweepers) for cleaning and sanitate services in 9 number of wards (i.e. words) in N.A.C. Kuchinda"		
E.M.D	:	Bid security declaration to be furnished in the prescribed form		
AGENCY	:	As per eligibility criteria		
Period of contract	:	one Year		
Cost of Tender document	:	Rs. 10,000/-		
Download of Tender document from NAC Website	Dt.19.07.2021 from 10.00 A.M to Dt.29.07.2021 up to 5.30 P.M (website: www.nackuchinda.in)			
Last Date for receipt of Filled in Tender document	:	Dt.29.07.2021 up to 5.30 P.M. (Received only Speed Post / Registered Post / Courier Services/By Hand)		
Place &Date of Opening of Technical bid	:	Office of the Executive Officer, KUCHINDA NAC. Dt.30.07.2021 at 3.00 P.M.		
Place & date of opening of Financial Bid of eligible Tenders	:	Office of the Executive Officer, KUCHINDA NAC Dt.30.07.2021 at 4.30 P.M.		
Officer inviting the Tender	•	Executive Officer on behalf of KUCHINDA NAC.		
Likely date for commencement of deployment of required manpower	:	01.08.2021		



ବିଜ୍ଞାପିତ ଅଞ୍ଚଳ ପରିଷଦ, କୁଚିଣ୍ଡା

D. 1425 NAC

Date. 18/07/2021

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 / Courier Services/By Hand only to the Executive Officer, KUCHINDA N.A.C. by 5.30 P.M. on dt. 29.07.2021 and bid documents will be opened on dt 30.07.2021 at 3.00 P.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 10.00 A.M. on dt. 19.07.2021 and close by 5.30 P.M. on 29.07.2021. 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.

SI. 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. 10,000.00

Download bid documents from NAC Kuchinda Website:

Bid documents should be submitted through Speed Post / Registered Post / Courier Services/By Hand only, super-scribing "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 Bid Security Declaration to be furnished in the prescribed form failing which the bid will be rejected out rightly.

Executive Officer, Notified Area Council, Kuchinda Memo No. 1426 /NAC Date. 18/07/2021

The Dy. Director (Advertisement)-cum-Secretary to Govt. & PR Department, Odisha, Bhubaneswar to publish the following advertisement using minimum space per Govt. norms in Two Odia & One English newspaper for one day & single edition only. The bill will be submitted to the Executive Officer, Notified Area Council, Kuchinda for payment.

Executive Officer,
Notified Area Council, Kuchinda

Memo No. 1427 /NAC Dt. 18/07/2021

Copy submitted to the DI & PRO, Sambalpur for favour of kind information and necessary action.

Executive Officer,
Notified Area Council, Kuchinda

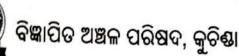
Memo No. 1428 /NAC Date. 18/07/2021

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

Executive Officer, Notified Area Council, Kuchinda

Memo No. 1489 /NAC Dated. 16/07/2021
Copy to the Accountant / Cashier / Notice Board of NAC for information.

Executive Officer,
Notified Area Council, Kuchinda



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. 1485 INAC

Date. 17-07-2021

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 / Courier Services/By Hand only to the Executive Officer, KUCHINDA N.A.C. by 5.00 P.M. on dt. 29.07.2021 and bid documents will be opened on dt 30.07.2021 at 3.00 P.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 10.00 A.M. on dt. 19.07.2021 and close by 5.30 P.M. on 29.07.2021. 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.

SI. 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. 10,000.00

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 Bid Security Declaration to be furnished in the prescribed form failing which the bid will be rejected out rightly.

Eligibility Criteria

The bid documents should be accompanied with Xerox copy of Registration Certificate/License, PAN card, EPF registration certificate, ESI registration certificate, Signature of Bidder with Seal

I.T. return filed copy for FY2017-18 (AY2018-19) FY2018-19 (AY2019-20) and FY2019-20 (AY2020-21). GST Certificate, Labour License consisting of minimum 100 or above Nos. of labour. 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 Waster 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 the sanitation / tender 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.

Executive Officer, Notified Area Council, Kuchinda

TECHNICAL BID

GENERAL TERMS AND CONDITIONS

Instruction to bidders:-

- 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"
- 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.
- 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 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.
 - The bidder should submit Bid Security Declaration to be furnished in the prescribed form
 - 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 FY 2017-18 (AY2018-19), FY 2018-19 (AY2019-20) and FY2019-20 (AY2020-21).
 - ix) GST Certificate.
 - x) Financial turnover certificate for 3 years from the chartered accountant.
 - xi) Minimum 5 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.

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

SI.		Status	Page No.	
No.	Name of document	Non-Submitted	Submitted	rage No.
1	Bid Security Declaration in the prescribed form			
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.			
13	Copy of Income Tax Return for last any 3 Years. i.e. FY 2017-18 (AY2018-19), FY 2018-19 (AY2019-20), FY2019-20 (AY2020-21) &), FY2020-21 (AY2021-22)			
14	Copy of Training certificate on Municipal Solid Waste Management & Plastic Management. Copy of proof of trained resource person with	Optional		
15	basic knowledge on community led approaches on total sanitation.	Optional		
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 Proof of Establishment.			
29	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 (Including All Taxes & Charges) as applicable 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 (100%), 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.

3. 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

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 coordination 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.

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.

IMPORTANT INSTRUCTIONS AND CONDITIONS.

B.

- It is a Single cover bid system containing both technical & financial bid and should be sent through Registered post/Speed post only.
- 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.
- 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 including 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.
- 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:
 - 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.
- 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.
- In case of Association of Solid Waste Management workers or effective organization of Safei Karmacharies, the sanitation committee / council is free to take suitable 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 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.
- 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 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.
- 16. 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.
- 17. 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

- 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 Protection Act.
- 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 Signature of Bidder with Seal

for improvement of service and in public interest which the agency has to follow in pratice.

E. MAN POWER ENGAGEMENT AND MANAGEMENT

- 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.
- The man power so engaged should be well behaved and public friendly.
- They should not accepts tips / bribes / service charges from public in any form for their service provided in SW collection and handling.
- All workers engaged by the agency should be issued with Photo Identity Card and Specially Designed uniforms for easy reorganization during duty period.
- 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 Service Provideras well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
- 7. The 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 Service Provider Services 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.
- The Service Provider shall maintain all statutory registers under the Law 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 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 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 Signature of Bidder with Seal

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 Service Provider and the outstanding statutory dues of the service provider 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 Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the 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 Service Provider.
- 14. The 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 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 Service Provider.
- 15. N.A.C, KUCHINDA shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
- 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

 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

- 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.
- 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.
 - No interest can be claimed for delay in payment.
- 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.
- 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

- The N.A.C. Authority may terminate the contract on deviation of contract agreement and unsatisfactory performance with giving one month prior notice.
- The agency may withdraw from contract without any penalty only after completion of one year.
- 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...
- 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, Sambalpur and the award of the arbitrator shall be final and binding. The Venue of arbitration will be at KUCHINDA / KUCHINDA.
- 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.
- 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 Officer, N.A.C, KUCHINDA represented

day of

Between the

Executive

to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part

Signature of Bidder with Seal

Ma	A	n <u>d</u>
M/s	represen	ted by Sri
nere-in-atter c	called the "" whic lmits, also include its successors	h expression shall where the context so
Wherea		services of Labourers and equipment for
And w conformity wit	hereas the "" has th the Provisions of the agreeme	offered its willingness to the same in nt;
the agreemer	whereas the "Authority" has finalize that to the "". Beement witnesses as below:-	ed the rate as per the terms and conditions of
to be 2. That	read and construed as part of this in consideration of the paym	ms and Conditions shall be deemed to form and sagreement. ent to be made by the "Authority" to the " hereby agrees with the "Authority" to provide ourers for engaging in Sanitation work within the
jurisdie of the	ction of N.A.C., KUCHINDA on d	aily wage basis in conformity with the provisions
at the	time and in the manner prescribe	ees to pay the "" the contract price and in the said Terms and Conditions.
4. That is	n the event of any dispute that m tions of the contract.	ay arise, it shall be settled as per the Terms and
IN W	his agreement is valid up to /ITNESS WHEREOF the parties	have caused their respective common seals to
be here unto	o affixed or have here unto set t	heir respective hands and seals on the day and
Signature authorised	e of the officer to sign on behalf of	Signature of the Authority An officer acting in the premises
	In the presen	ce of witness:-

		Witness
Witness	1	Name:
1. Name:		Address:
Address:	2	Name:
2. Name:	L .	Traino
Address:		Address:

APPLICATION - FINANCIAL BID

ANNEXURE - A

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

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

SI No.	Category	Remuneration including Employee Share	EPF	ESI	Other Statutory dues (Service Charge ,Taxes, Etc.) if any	Total Per Person (inclusive of all statutory/taxation liabilities)
1	Sweeper	Per day wages				

Date:

Signature of the authorized Person

Place:

Full Name:

Seal:

Notes:

- In accordance to with Finance department Circular 28090 dtd 22.09.2017 and modification number 11835 dt 31.03.18.
- Quoting the minimum wage rate in accordance to with Labour Commissioner, Odisha Letter No.4864 /LC, Bhubaneswar, dated. 22.07.2020.
- 3. Quoting less than the minimum rate shall be summarily rejected.
- 4. 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.
- 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.
- 6. 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.
- 7. 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.
- 8. No interest can be claimed for delay in payment.
- 9. 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.

Form of Bid-Security Declaration

	<letterhead bidder="" of="" the=""></letterhead>
Bid No	Date:
То	
	Executive Officer, Notified Area Council, Kuchinda, Sambalpur, Odisha-768222, India
	We, the undersigned, declare that:
1.	We understand that, according to your conditions, bids must be supported by a bid Security Declaration.
2.	We accept that the Authority/Employer Tender Inviting Authority shall cancel our empanelment and/or suspend/ prohibit debar/ blacklist from participating in bidding in any contract of the State for a minimum period of 180 days, if we are in breach of our obligation(s) under the bid conditions, because we:
	(a) have withdrawn our Bid prior to the expiry date of the bid validity specified in the Letter of Bid or any extended date provided by us, or
	(b) Having been notified of the acceptance of our Bid by the Employer prior to the expiry date the bid validity in the Letter of Bid or any extended date provided by us.
	(c) fail or refuse to furnish the Performance Security and Additional Performance Security, if required in accordance with the ITR Terms of the Bid Document RFP or
3.	We understand this Bid-Security Declaration shall expire if we are not the successful Bidder, upon the earlier of your notification of the name of the successful Bidder through award of contractor (ii) after the expiry date of the Bid validity.
	Name of the Bidder
	Name of the person duly authorized to sign the Bid on behalf of the Bidder
	Title of the person signing the Bid
	Signature of the person named above

Date signed_____Day of___