



ବିଜ୍ଞାପିତ ଅଞ୍ଚଳ ପରିଷଦ, କୁଚିଣ୍ଡା

OFFICE OF THE NOTIFIED AREA COUNCIL, KUCHINDA

At/Po-Kuchinda , Dist-Sambalpur, Odisha, Pin-768222

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

NAME OF WORK:

Provision of manpower for
cleaning and sanitation services
in N.A.C. Kuchinda

Sd/-
Executive Officer,
Notified Area Council, Kuchinda



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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. 1477 /NAC

Date. 18/07/2022

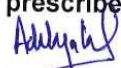
**TENDER CALL NOTICE TOWARDS PROVISION OF MANPOWER FOR
CLEANING AND SANITATION SERVICES IN NAC KUCHINDA**

Sealed Bid in conformity with detailed tenders are invited from intending registered firms / reputed Manpower Agencies / Service Providers / Private Companies for outsourcing of manpower for cleaning and sanitation services in NAC Kuchinda working within the jurisdiction of Odisha, having eligibility criteria as stipulated in Tender document, so as to reach by **Speed Post / Registered Post / Courier Services /By Hand only to the Executive Officer, NAC Kuchinda by 5.30 P.M. on dt. 02.08.2022 and bid documents will be opened on dt 03.08.2022 at 10.30 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 Bid document can be downloaded starting from 10.00 A.M. on 20.07.2022 and will close by 5.30 P.M. on 02.08.2022.** 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	Manpower	Requirement	Qualification	Cost of bid document
1	Provision of manpower for cleaning and sanitation services in N.A.C. Kuchinda	Sweeper	46	I. Literate II. Must be physically fit to work III. Well behaved & gentle	10,000.00
2		Driver	4	I. Literate II. Must be physically fit to work III. Well behaved & gentle IV. Must have LMV / HMV Driving Licence	

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

Bid documents should be submitted through Speed Post / Registered Post / Courier Services/By Hand only, super-scribing "Tender Call Notice for Provision of manpower for cleaning and sanitation services in N.A.C. Kuchinda " and addressed to Executive Officer, Kuchinda N.A.C., At / P.O : Kuchinda, Dist : Sambalpur, 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. 1478 /NAC Date. 18/07/2022

The Dy. Director (Advertisement)-cum-Secretary to Govt. & PR Department, Odisha, Bhubaneswar to publish the following advertisement using minimum space as per Govt. norms in One 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. 1479 /NAC Dt. 18/07/2022

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



Executive Officer,
Notified Area Council, Kuchinda

Memo No. 1480 /NAC Date. 18/07/2022

Copy to the Chairperson /Vice-Chairperson, NAC for kind information.



Executive Officer,
Notified Area Council, Kuchinda

Memo No. 1481 /NAC Date. 18/07/2022

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. 1482 /NAC Dated. 18/07/2022

Copy to the Accountant / Cashier / Sanitation Section / Office Notice Board of NAC for information.



Executive Officer,
Notified Area Council, Kuchinda

Crucial Details of Tender Call Notice

Name of the work	:	“Provision of manpower for cleaning and sanitation services 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 (extendable for further 1 year depending on performance evaluation)
Cost of Tender document	:	Rs. 10,000/-
Download of Tender document from NAC Website	:	Dt.20.07.2022 from 10.00 A.M to Dt.02.08.2022 up to 5.30 P.M (website: www.nacKuchinda.in)
Last Date for receipt of Filled in Tender document	:	Dt.02.08.2022 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.03.08.2021 at 10.30 A.M.
Place & date of opening of Financial Bid of eligible Tenders	:	Office of the Executive Officer, Kuchinda NAC Dt.03.08.2022 at 3.30 P.M. onwards
Officer inviting the Tender	:	Executive Officer on behalf of Kuchinda NAC
Likely date for commencement of deployment of required manpower	:	15.08.2022
Security Deposit to be furnished by Successful bidder	:	The successful bidder will have to deposit amount equivalent to one month of the quoted value for provision of sanitation manpower as the Security Deposit (S.D.) in shape of

	Demand Draft / Bank Deposit / STDR or N.S.C. duly pledged in favour of Executive Officer, KUCHINDA N.A.C. at the time of executing agreement as Security Deposit
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CONTENTS OF TENDER CALL NOTICE DOCUMENT

Sl No.	Description of Contents	Page Number to put in each page
1	Crucial Details of Tender Call Notice	4
2	TECHNICAL BID GENERAL TERMS AND CONDITIONS	6-8
3	Site visit Certificate	9
4	Checklist of Documents to be enclosed with Tender to prove the eligibility as per Technical Bid-document & Tender Call Notice	10
5	Application –Technical Bid & Declaration	11-12
6	Detailed Tender Call Notice (Scope Work, Important Instructions and Conditions, Standard Specification of Works , Manpower Engagement and Management , Tools and Plants, Bills of Works , Termination of contract , Legal Jurisdiction / Arbitration)	13-20
7	Sample Agreement	21-26
8	Application –Financial Bid (Annexure-A)	27-28
9	Undertaking	29
10	Form of Bid Security Declaration	30

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 **(i). “Technical Bid for Provision of manpower for cleaning and sanitation services in N.A.C. Kuchinda ”** **(ii). “ Financial Bid for Provision of manpower for cleaning and sanitation services in N.A.C. Kuchinda ”** Both the envelopes should be properly sealed
3. Bidder should have appropriate resources, establishment in the area, necessary expertise, requisite manpower, proper coordinate and supervisory ability to undertake the work.
4. **The bid is meant for carrying out the work for a period of one year and liable for extension to further period for a another one year subject to satisfactory work performance as per certificate by EO & Sanitation Incharge of Kuchinda NAC.**
5. The conditional and incomplete bids are liable for rejection.
6. 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.
7. 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.
8. Bids containing overwriting, additions alternation, erasures, obliteration and other discrepancies may not be considered. The bidders should properly attest all corrections made by them.
9. **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.**
10. 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.
11. 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.**

1. 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) Bid Document
 - iv) Registration certificate.
 - v) PAN Card.
 - vi) Must have Labour license / Registration under contract labour (Regulation & control Act,1970 be enclosed.
 - vii) EPF registration Certificate.
 - viii) ESI registration Certificate.
 - ix) GST Registration Certificate
 - x) Financial turnover certificate for 3 years from the Chartered Accountant
 - xi) Audit Report for last 3 Years
 - xii) IT returns for FY2018-19 (AY2019-20),FY2019-20 (AY2020-21) FY2020-21 (AY2021-22)
 - xiii) Training certificate on Municipal Solid Waste Management & Plastic Management (Agency / Employees)
 - xiv) 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.
 - xv) Work Order on Solid Waste Management / Sanitation Work issued by the similar organization / authority for last 3 years
 - xvi) Proof of Establishment
 - xvii) Affidavit about the authentication of documents attached with the bid.
 - xviii) Proof of Credibility & activity report of organization/bidder.
 - xix) Must not be blacklisted or otherwise by any Govt. Deptt. /Govt. Agencies.

12. Name of the purchaser at the time of procurement of tender document shall not be disclosed.

13. 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.

14. The bidder shall furnish the details of the major similar contracts handled by the tendering Manpower Service Provider during last three years in the following format.
(if space provided is insufficient, as separate sheet may be attached)

SI No.	Name of Client, Address, telephone & Fax No.	Manpower Services provided		Amount of Contract (Rs. Lacks)	Duration of contract	
		Type of Manpower provided	No.		From	to

<Letterhead of the Bidder>

To

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

Sub: Tender for the work: “Provision of manpower for cleaning and sanitation services in N.A.C. Kuchinda ”.

Ref: Tender Call Notice No. 1477 /NAC Date: 18/07/2022.

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

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	Bid Security Declaration in the prescribed form			
2	Revenue solvency from the competent authority for a minimum 30% of Quoted Value. (Revenue and Disaster Management, Government of Odisha / Bank)			
3	Bid document			
4	Copy of Registration Certificate			
5	Copy of PAN Card			
6	Copy of Labour license / Registration under contract labour (Regulation & control Act,1970			
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. FY2018-19 (AY2019-20), FY2019-20 (AY2020-21) & FY2020-21 (AY2021-22			
14	Copy of Training certificate on Municipal Solid Waste Management & Plastic Management.(Agency / employees)			
15	Copy of experience certificate for 3 years.			
16	Copy of work order on solid waste management / sanitation work issued by the similar organization / authority for last 3 years.			
17	Copy of Proof of Establishment			
18	Affidavit Original about the authentication of documents attached with the bid			
19	Proof of Credibility & activity report of organization / bidder			
20	Must not be blacklisted or otherwise by any Govt. Deptt. /Govt. Agencies			

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.

APPLICATION – TECHNICAL BID

**For Provision Manpower for cleaning and sanitation services in N.A.C.
Kuchinda, At/Po-Kuchinda, Dist-Sambalpur, Odisha, Pin-768222**

1. Name of the Tendering Manpower Service Provider:.....
2. Bid Security Declaration duly furnished in the prescribed form:.....
3. Revenue Solvency from competent authority.....
4. PAN Card.....
(Attach attested copy)
5. Labour license / Registration No.....
(Attach attested copy)
6. EPF Registration No.....
(Attach attested copy)
7. ESI Registration No.
(Attach attested copy)
8. GST Registration No.....
(Attach attested copy)
9. Financial turnover of the tendering Manpower Service Provider for the last 3 Financial years.

Financial Year	Amount	Remarks, if any
2018-2019		
2019-2020		
2020-2021		

10. IT returns for FY2018-19 (AY2019-20).....
FY2019-20 (AY2020-21)
FY2020-21 (AY2021-22).....
11. Full Address of Registered:
.....
Mob No. _____ / E-Mail id: _____
12. Full Address of Operating Branch Office:
.....
Mob No. _____ / E-Mail id: _____
13. Name & telephone No. of Authorised Officer / Person to liaise with Field Office(s)
14. Bank of the Manpower Service Provider: _____
(Attach certified copy of statement of _____
Telephone Number of Banker: _____
15. Give details of the major similar contracts handled by the tendering Manpower Service Provider during last three years in the following format.

(if space provided is insufficient, as separate sheet may be attached)

Sl No.	Name of Client, Address, telephone & Fax No.	Manpower Services provided		Amount of Contract (Rs. Lacks)	Duration of contract	
		Type of Manpower provided	No.		From	to

15. Additional information , if any
(Attach separate sheet, if required)

Date:

Signature of the authorized Person

Place:

Full Name:

Official Seal:

DECLARATION

1. I Sri/Smt. _____ Son Daughter Wife _____ of Sri _____ Proprietor /Director/ Authorised signatory of the Service Provider, mentioned above am competent to sign this declaration and execute this tender document:
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/ are well aware of the fact that furnishing of any false information fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Signature of authorised person Seal

Place:

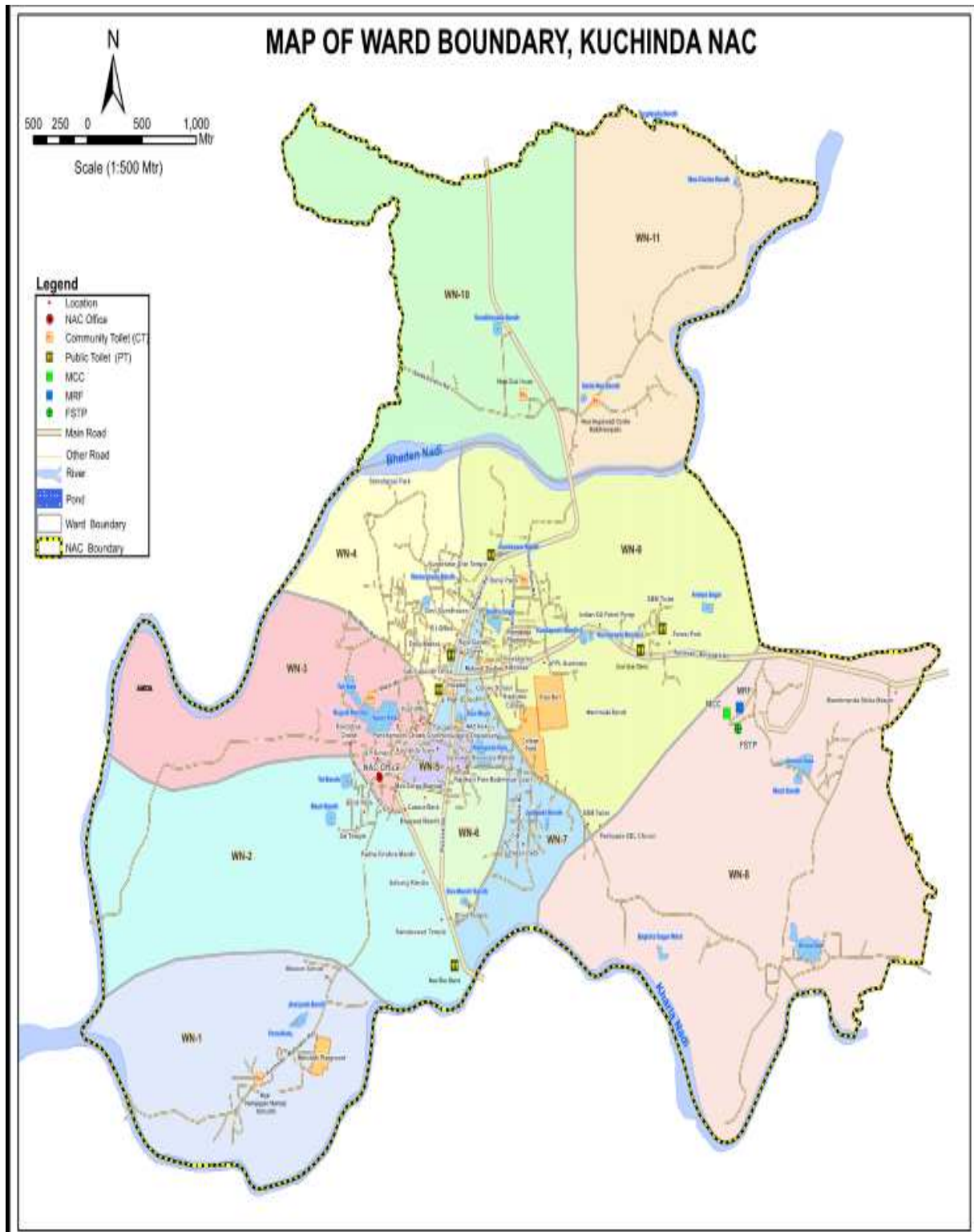
Full Name

Seal:

Detailed Tender Call Notice

“Provision of manpower for cleaning and sanitation services in N.A.C. Kuchinda ” under Solid Waste Management Scheme.

The bidders shall have to **quote their lump sum rates (Including Other Statutory dues & Charges) as applicable both in figures and words** in the specified space given in (Financial Bid) **Annexure – A** for Provision Garbage collection, cleaning and sanitation service in NAC Kuchinda.



A. SCOPE OF WORK:

1. Sweeping and Garbage collection of Solid Wastes:

The entire geographical area of NAC Kuchinda should remain clean throughout the day. The solid wastes are to be collected from various sources of its generation throughout the identified area, including domestic door to door collection (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, etc. The executing agency after daily garbage 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.

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 including removal of polythene, paper, foreign materials and other floating materials to avoid choking of the drains.

3. Others:

- 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 transported to Wealth Centre (MCC/MRF) sites for further processing.
- ii. **On special occasions like holding of Mela, Exhibitions, Festivals, Special Campaign 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 the drains 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 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 provide 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 shall be provided 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 Provision 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.
- xiv. The service provider will have to **keep in regular contact** with the Sanitation Expert / 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/Courier Services/ By hand only.
2. **The successful bidder will have to deposit amount equivalent to one month of the**

quoted value for provision of sanitation manpower as the Security Deposit (S.D.) in shape of Demand Draft / Bank Deposit / STDR or N.S.C. duly pledged in favour of Executive Officer, KUCHINDA N.A.C. at the time of executing 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 the scope of work on per month basis (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.
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 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 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 .
15. 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.
16. 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 & Handling) Rule – 2000 under Environment 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 shall provide the same (Maximum up to 10 No's). Extra payment will be made to the agency in this respect as per the quoted rates.

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 Provider as 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.
9. 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 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 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 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

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. **Bills for payment will be prepared on monthly basis after receiving with duly signed copy of Satisfactory Performance and Absentee Statement of manpower's duly prepared by Sanitation in charge of NAC Kuchinda only.**
3. 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.
4. No interest can be claimed for delay in payment.
5. 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.

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

SAMPLE-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 "_____" 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. Kuchinda / Office;

And whereas the "_____" 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 "_____".

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 "_____", the "_____" hereby agrees with the "Authority" 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 "_____" 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
to sign on behalf of**

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

In the presence of witness:-

Witness

1. Name:.....

Address:.....

2. Name:.....

Address:.....

Witness

1. Name:.....

Address:.....

...

2. Name:.....

Address:.....

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall be valid for a period of 1 year from the date of execution
2. The Agreement may be extendable for further period up to 1 year depending on performance evaluation, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
3. **The bid is meant for carrying out the work for a period of one year and liable for extension to further period for a another one year subject to satisfactory work performance as per certification by EO & Sanitation In charge of Kuchinda NAC.**
4. **Sweeping and Garbage collection of Solid Wastes:**

The entire geographical area of NAC Kuchinda should remain clean including throughout the day. The solid wastes are to be collected from various sources of its generation throughout the identified area, including domestic door to door collection (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, etc. Solid wastes also include faecal waste, dead animals including remnant of road sweepings etc. The executing agency after daily garbage 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.

5. 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 including removal of polythene, paper, foreign materials and other floating materials to avoid choking of the drains.

6. 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 transported to Wealth Centre (MCC/MRF) sites for further processing.
- ii. **On special occasions like holding of Mela, Exhibitions, Festivals, Special Campaign 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. 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.
 - iv. All the collection equipment, other tools and plants like pushcart / tricycle / wheelbarrow / broomstick / basket / fawda etc. shall be supplied by the N.A.C.
 - v. **The service provider shall provide dress to the sweeper and supervisor as per the prescribed dress code for easy identification.**
 - vi. 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 shall be provided by the NAC, KUCHINDA .
 - vii. 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.
 - viii. **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 .**
 - ix. As sanitation work is an essential service for Provision 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.
 - x. 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.
7. 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.
8. **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.

9. 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.
10. 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.
11. 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.
12. 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.
13. The man power so engaged should be well behaved and public friendly.
14. They should not accepts tips / bribes / service charges from public in any form for their service provided in SW collection and handling.
15. **All workers engaged by the agency should be issued with Photo Identity Card and Specially Designed uniforms for easy reorganization during duty period.**
16. 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 shall provide the same (Maximum up to 10 No's). Extra payment will be made to the agency in this respect as per the quoted rates.
17. 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.
18. 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.
19. 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.

20. 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.

21. 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 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.
28. 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.
29. 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.
- 30. Bills for payment will be prepared on monthly basis after receiving with duly signed copy of Satisfactory Performance and Absentee Statement of manpower's duly prepared by Sanitation in charge of NAC Kuchinda only.**
31. 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.
32. No interest can be claimed for delay in payment.
33. 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.
34. The N.A.C. Authority may terminate the contract on deviation of contract agreement and unsatisfactory performance with giving one month prior notice.
- 35. The agency may withdraw from contract without any penalty only after completion of one year.**
36. 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.
37. All legal matters are subject to be in jurisdiction of Kuchinda.

APPLICATION - FINANCIAL BID

ANNEXURE – A

For Provision Manpower for cleaning and sanitation services in N.A.C. Kuchinda, At/Po-Kuchinda, Dist-Sambalpur, Odisha, Pin-768222

1. Name of tendering: _____
2. Rate per person per month (8 hours per day) inclusive of all statutory dues, levies, Taxes Cess etc.

S. No.	Category of manpower	Wages per month per person	EPF Rate 13% (Amount)	ESI Rate 3.25 % (Amount)	Any Other Tax **	Agency Service Charge ***	Grand total (3+4+5+6+7)
1	2	3	4	5	6	7	8
1.	Sweeper (Unskilled) *						
2.	Driver (Skilled) *						

* As per Labour & E.S.I. Department, Govt. of Odisha Notification No.405 dtd. 10th March, 2021 : Sweeper (unskilled) Minimum Wages Rs.326/- Per day & Driver (Skilled) Minimum Wages Rs.416/- Per day.

** Specify the type of Tax

*** Service charge should not less than 2%

Date: _____ Signature of the authorized Person

Place: _____ Full Name:

Official Seal:

Notes :

- Remuneration of personnel outsourced through service provider shall be in accordance with Finance department Circular 28090 dtd 22.09.2017 and modification number 11835 dt 31.03.18.
- Minimum wage rate shall be quoted in accordance with Letter No.2433 /LC,Bhubaneswar, Labour Commissioner, Odisha,dated.30.04.2022. Bids 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 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 number 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.
6. 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.
7. 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.

UNDERTAKING

It is certified that my firm/agency/company has never been blacklisted by any of the Government or other organization and no criminal case pending against the said firm/agency/company.

Place: Name of the Tenderer _____

Name of the Signatory _____

Date: Signature with seal _____

“FORM OF BID-SECURITY DECLARATION”

<Letterhead of the bidder>

Tender Call Notice No.1477

Date: 18.07.2022

To

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_____

