



**DETAILED TENDER CALL NOTICE (DTCN) FOR
 "PROVISION OF MANPOWER FOR CLEANING AND
 SANITATION SERVICES IN N.A.C. KUCHINDA**

Bid identification No. KCDA/NAC-20/2023-24

COST OF TENDER PAPER: Rs. 6,000/-

March- 2024

Sr No	Name of the Work	Manpower Requirement	(C/MO) (in Rs.) (month)	Cost of Bid Document (in Rs.) (month)
1	Provision of Manpower for cleaning and sanitation services in N.A.C. Kuchinda	02	1,00,000.00	6,000.00
2				



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

No 442 /NAC

Date: 07-03-2024

The Executive Officer, Kuchinda NAC invites Rate bids through e-Procurement in conformity with the terms and conditions of the Detailed Tender Call Notice (DTCN) in Two Bid system (Part-I: General & Technical Bid and Part-II: Price Bid) from Firm/Entrepreneur/NGO/Private Company/Contractor registered with the Odisha State Government and Contractors of equivalent grade/class registered with Central Government/ any other State Government/Military Engineering Services (MES)/ Railways/ MSME fulfilling minimum eligibility criteria as stated hereunder and other detailed qualifying requirements given in the DTCN. The bid documents should be downloaded and submitted on-line through the website www.tendersodisha.gov.in by eligible contractors. Each bidder should have necessary Portal Enrolment (with its Digital Signature Certificate). Contractor(s)/Agency(s), registered elsewhere in equivalent Class/Category but not registered with Government of Odisha as a contractor in required class, can also participate in the e-procurement/bidding process for the work after necessary enrolment in Govt. portal but when becomes successful in the bidding process for the work, the corresponding Contractor/Agency will have to register themselves subsequently in required Class as a Contractor with the appropriate registration authority of Govt. of Odisha within a reasonable time, as decided by the Tender Inviting Authority, before award of the work [issue of Letter of Acceptance(LOA)]/sign of Agreement. Non-adherence to this condition will render its bid non-responsive and hence rejected, followed by other actions as deemed fit by Kuchinda NAC. In such case(s), Kuchinda NAC will be at liberty to consider the balance available bid(s) for the work for evaluation and finalization.

SI No.	Name of the Work	Manpower	Requirement	(EMD) (In Rs.) (online)	Cost of Bid Document (In Rs.) (online)
1	Provision of manpower for cleaning and sanitation services in N.A.C Kuchinda	Sweeper	50	1,00,000.00	6,000.00
2		Driver	5		

2. Critical Dates:

Sl. No	Description	Critical Dates
(i)	Period of availability of tenders on-line	: From 10.00 Hrs. of dt.12.03.2024 to 17.00 Hrs.of dt. 21.03.2024
(ii)	Last date & time of seeking clarification	: 17.00 Hrs. of dt. 21.03.2024
(iii)	Last date & time of bidding on-line	: 17.00 Hrs. of dt. 21.03.2024
(iv)	Date & time of Opening of Technical Bid	: 10.00 Hrs. of dt. 22.03.2024

3. 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 Bank Deposit / STDR or N.S.C. duly pledged in favour of Executive Officer, KUCHINDAN.A.C. at the time of executing agreement as Security Deposit.

4. The bidders desirous to participate in bidding must possess up to date compatible Digital Signature Certificate and should follow the changes/ modifications/ addendum to this DTCN, if any.

5. The original documents i.e., Affidavits, Undertakings & Certificates as per the Schedules and Annexure of DTCN that have been uploaded by the bidder in the e- tender website should be submitted for verification during evaluation on demand by Kuchinda NAC.

6. Any Bidder, intending to claim exemption for submission of EMD/BID Security as per OPWD Code, is required to submit necessary documentary evidence in support of such claim along with it's on-line bid failing which, it's bid will be treated as incomplete/non-responsive and hence, will be rejected out rightly.

7. The above mentioned documents to be submitted along with the bid by each bidder should not be treated as exhaustive and sequential. Before bidding, each intending bidder should go through the Detailed Tender Call Notice (DTCN) available in website www.tendersodisha.gov.in.

8. Corrigendum, clarification, etc., if any will be uploaded in the website only. Bidders should regularly visit the above website to keep themselves updated.


9. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.

10. Mode of Submission of tender: Tender should be submitted on-line through www.tendersodisha.gov.in.

11. The word/words/expression; 'Employer', 'Authority', 'Executive Officer, Kuchinda NAC etc., with its/their assignee(s), hierarchy(s) and personnel acting on behalf of him/her/the mentioned in this DTCN shall carry the same meaning and spirit and shall ordinarily be referred and understood combinedly or discretely as 'Authority'/'Employer' for the stated work from tender stage to closure of the contract and if required, thereafter.


12. Name and Address of the Officer Inviting Bids:

The Executive Officer,
Kuchinda NAC,
Mail: kuchinda_nac@yahoo.com


Executive Officer,
NAC , Kuchinda


Memo No. 443 Date. 07.03.2024.

Copy Submitted to the Collector, Sambalpur / P.D, DUDA, Sambalpur for information and necessary action .They are requested to publish the same in their Office Notice Board for wide publication.


Executive Officer
NAC , Kuchinda


Memo No. 444 Date. 07.03.2024.

Copy Submitted to Sub-Collector , Kuchinda / Tahasildar ,Kuchinda / Asst. Executive Engineer (R&B), Kuchinda / Asst. Executive Engineer (R.D), Kuchinda/ Asst. Executive Engineer, RWSS ,Kuchinda / Asst. Engineer, P.H.E.O. Kuchinda for information and necessary action. They are requested to publish the same in their Office Notice Board for wide publication.


Executive Officer
NAC , Kuchinda


Memo No. 445 Date. 07.03.2024.

Copy forwarded to the N.I.C, Sambalpur for information and necessary action with a request to publish the same in NIC website for wide publication.


Executive Officer
NAC, Kuchinda

Memo No. 446 Date. 07.03.2024.

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


Executive Officer
NAC, Kuchinda

Memo No. 447 Date. 07.03.2024.

Copy forwarded to the Dy. Director (Advertisement)-cum-Secretary to Govt. , I & PR Department, Odisha, Bhubaneswar with a request to get it published in two leading Oriya Daily News Paper & One leading English Daily News Paper at an early date for wide circulation of the Tender call notice. Complimentary copy of the News Papers containing

the Tender Call Notice may be sent to this office for reference and record. The bill will be submitted to the Executive Officer, Notified Area Council, Kuchinda for payment.

Executive Officer
NAC, Kuchinda

TECHNICAL BID

GENERAL TERMS AND CONDITIONS

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

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

2. The Authority reserves the right to reject any or all the tenders without assigning any reason thereof.
3. 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)

<Letter head 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. /NACDate:.

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

CHECK LIST TO BE FILLED UP BY THE BIDDER

Name of the Work "Provision of manpower for cleaning and sanitation services in N.A.C Kuchinda"

Sl. No.	Name of document	Status		Page No.
		Non-Submitted	Submitted	
1	Copy of Registration Certificate Firm/ Entrepreneur/ NGO/Private Company /Contractor & Other			
2	Copy of PAN Card			
3	Copy of Labour license 300 no sanitation worker / Registration under contract labour (Regulation & control Act, 1970)			
4	Copy of EPF Registration Certificate			
5	Copy of ESI Registration Certificate			
6	Last 12 Months EPF & ESI Challan carries about 300 Nos. of Sanitation Workers			
7	Copy of GST Registration Certificate			
8	Average Financial turn over to the tune of Rs.03 crores of work during last three financial year and its audit report audited by C.A.			
9	Copy of Audit report for last 3 years.			
10	Copy of Income Tax Return for last 3 Years. i.e. 2020-21, 2021-22, 2022-2023			
11	Copy of Training certificate on Municipal Solid Waste Management & Plastic Management. (Agency/employees)			
12	Copy of Experience Certificate for 3 years.			
13	Affidavit Original about the authentication of Documents attached with the bid			
14	Must not be black listed 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.

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:

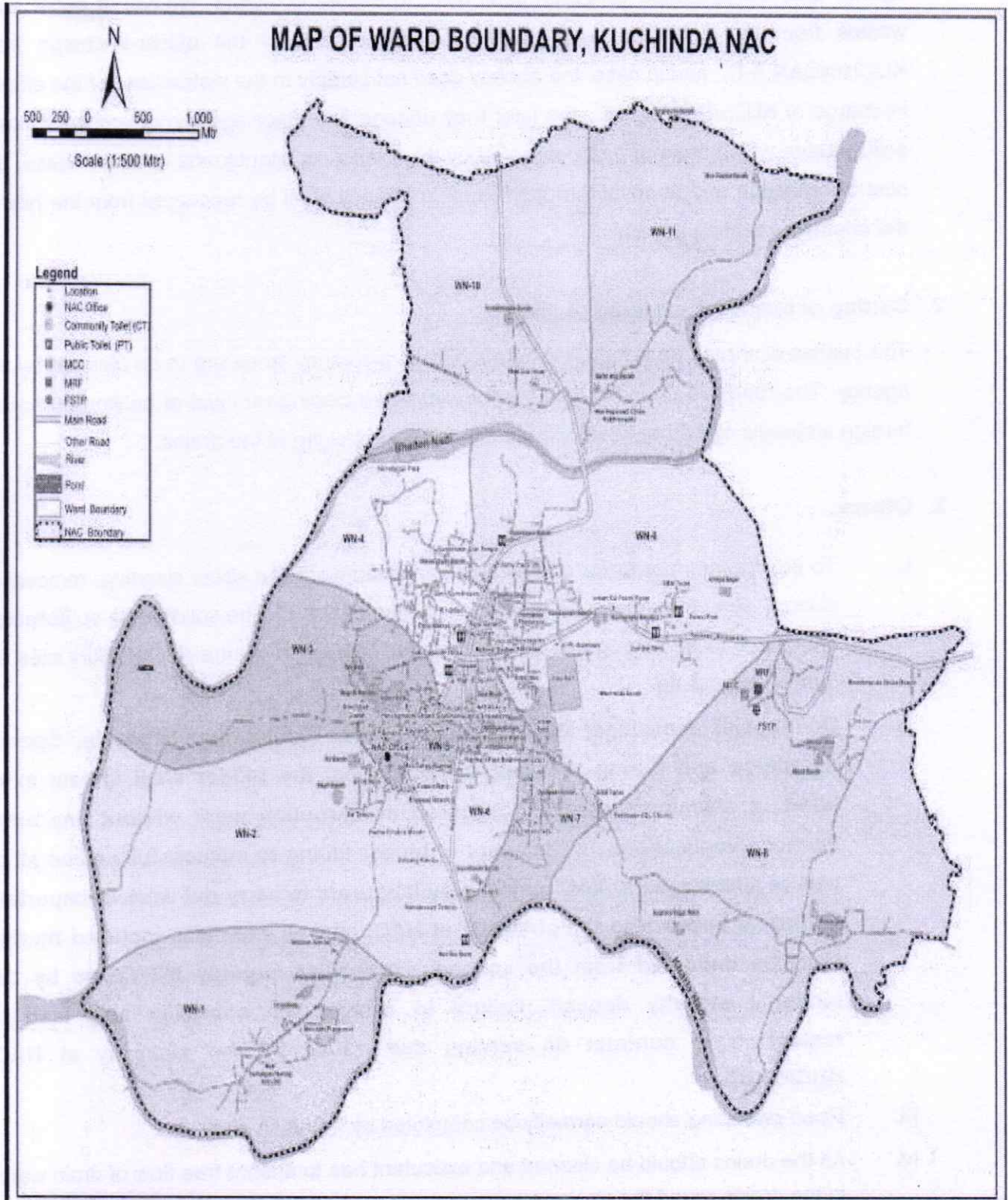
Full Name

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 KUCHINDAN.A.C., and in case, the agency does not comply to the instructions of the officer-in-charge of KUCHINDAN.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 7.00A.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. The Agreement shall be valid for a period of 1 year from the date of execution 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

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 Bank Deposit / STDR or N.S.C. duly pledged in favour of Executive Officer, KUCHINDAN.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 misrepresentations 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 Safai 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. MANPOWER 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 manpower 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 Providers 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 offer edits willingness to the same in conformity with the Provisions of the agreement;

And where as the "Authority" has finalized he 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 upto _____.

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

Witness

1. Name:.....
Address:.....

1. Name:.....
Address:.....

2. 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 upto 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 KUCHINDAN.A.C., and in case, the agency does not comply to the instructions of the officer-in-charge of KUCHINDAN.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 carryout 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 as signing 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. IncasetheworkonaparticulardayduringinspectionbyN.A.C.officialsis 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 & Handling) Rule – 2000 under Environment Protection Act.
12. The agency has to engage well trained and physically sound staffs suited as per Labour & ES Deptt. Govt. Of Odisha for smooth and timely operation of the process.
13. The manpower so engaged should be well behaved and public friendly.
14. They should not accept stips/ 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 upto 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 anytime 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

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 _____



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

Detailed Tender Call Notice (DTCN)

Bid identification No. KCDA/NAC-20/2023-24 & No. 442 /NAC Dt. 07.03.2024

Tender ID: 2024_ORULB_102464_1

Name of the Work: "Provision of Manpower for Cleaning and Sanitation Services in NAC Kuchida"

Corrigendum-I Dated. 07.03.2024

The bid for the above work is published on 12.03.2024 at 10.00 AM and in the Financial Bid the Rate of Service Charge in Outsourcing of Services minimum Charge shall be 3.85% instead of 2.00%. All other terms and condition are remained unchanged


Executive Officer
Notified Area Council, Kuchinda
NAC Kuchinda

APPLICATION-FINANCIALBID

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, etc.

S. No.	Category of manpower	Wages per month per Person (30 days)	EPF Rate 13% (Amount)	ESI Rate 3.25 % (Amount)	Agency Service Charge (Not less than 3.85%)	Grand total (3+4+5+6)
1	2	3	4	5	6	7
1.	Sweeper	10560	1373	343		
2.	Driver	11760	1529	382		

Date:

Signature of the authorized Person

Place:

Full Name:

**GOVERNMENT OF ODISHA
FINANCE DEPARTMENT**

No. 19595 /F., Date 11-07-2023
FIN-COD-RULE-0001-2018

OFFICE MEMORANDUM

Sub.: Rate of Service Charge in Outsourcing of Services.....reg.

As no minimum rate of service charge has been prescribed, bidders are quoting zero or negligible service charge in respect of outsourcing of services. Hence, many a time, references are being received from various quarters for clarification in this matter.

2. In the meantime, Department of Expenditure, Ministry of Finance, Government of India has fixed the minimum rate of services charge vide OM No F.6/1/2023-PPD dated 06.01.2023.


3. Now, the State Government has been pleased to fix the following rate of service charge in outsourcing of services:

- a. The minimum service charge shall be 3.85% (3% profit plus transaction charge);
- b. The procuring entity can also fix the service charge above 3.85% with proper justification, whenever required. However, such charge should not exceed 7% in any case.

4. These instructions shall be deemed to be part of Odisha General Financial Rules.

This shall be effective from the date of issue.

By orders of the Governor,


Principal Secretary to Government

Memo No 19596 /Fin Date 11.07.2023

Copy of the Office Memorandum forwarded to Principal Secretary to Hon'ble Governor/ PS to Hon'ble Chief Minister / PS to Hon'ble Minister Finance / PS to all Hon'ble Ministers / Ministers of State / OSD to Chief Secretary / PS to DC-cum-ACS / PS to Principal Secretary, Finance /Accountant General (A&E) / Accountant General (Civil Audit) Deputy AG (Works) Odisha Puri for information.

Memo No 19597 /Fin Date 11.07.2023

Copy of the Office Memorandum forwarded to PS to Additional Chief Secretaries / Principal Secretaries / Commissioner-cum-Secretaries, all Departments for kind information of Additional Chief Secretaries / Principal Secretaries, / Commissioner-cum-Secretaries.

Memo No 19598 /Fin Date 11.07.2022

Copy of the Office Memorandum forwarded to All Heads of Department / All Collector / All Treasury Officers / All Sub-Treasury Officers / Director, Madhusudan Das Regional Academy of Financial Management, Chandrasekharpur, Bhubaneswar / Director Gopabandhu Academy of Administration Bhubaneswar / Registrar of all Universities for information & necessary action.

Memo No 19599 /Fin Date 11.07.2023

Copy of the Office Memorandum forwarded to all officers / All Branches / Guard file (5 copies) of Finance Department for information.

Memo No 19600 /Fin Date 11.07.2023

Copy of the Office Memorandum forwarded to Head Portal Group, IT Centre, Secretariat Odisha, for information and necessary action. It is requested to take steps for hoisting of the Office Memorandum in Government of Odisha website www.Odisha.gov.in, Finance Department, for general information.

Deputy Secretary to Government