

TENDER DOCUMENT

OF

NOTIFIED AREA COUNCIL, NUAPADA.

AT/PO-NUAPADA ,DIST-NUAPADA .PIN-766105

NAME OF WORK : Providing Manpower, all equipment and ancillaries for SWM and cleaning and sanitation services in Ward No. 1 to 14 of NUAPADA N.A.C.

**EXECUTIVE OFFICER,
NOTIFIED AREA COUNCIL, NUAPADA.**

Signature of Bidder with Seal

**OFFICE OF THE EXECUTIVE OFFICER,
NOTIFIED AREA COUNCIL, NUAPADA**

**INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND
CONDITIONS GOVERNING CONTRACT FOR Providing manpower, all equipment and
ancillaries for SWM, cleaning and sanitation services in Ward No. 1 to 14 of NUAPADA N.A.C**

- A. Cost of the Tender Document: Rs. 10,000/-**(Rupees Ten Thousandonly)**
- B. Last date & time for submission of Bid **20.12.2018 upto 4.00 PM**
- C. Tender (Technical Bids) to be opened:**21.12.2018 at 3.00 PM**
- D. Financial Bid to be opened: **21.12.2018 at 4.00 PM**

NOTE :

1. The Executive Officer, Nuapada NAC.at his/her discretion, extend this date by a fortnight and such extension shall be binding on tenderers.
2. If the date fixed for opening of tender is subsequently declared as holiday, the tenders will be opened on the next working day following the holiday but, there will be no change in the time for opening indicated above.
3. The intending Tenders may survey the designated wards & areas to know the scope of work before responding to the Tender.
4. Bids will be received through Speed Post/Registered Post only.
5. Bids will not be received through courier service and hand to hand.

ITEM WISE – RATE CONTRACT

Sold to

.....

Class

Contractor on payment of `

(Rupees

.....

) Vide money

receipt No.

Dt. for the work

.....

Signature of Bidder with Seal

**EXECUTIVE OFFICER,
NOTIFIED AREA COUNCIL, NUAPADA.**

Crucial Details of Tender Call Notice

Name of the work	:	Providing manpower, allequipment and ancillaries for SWM, cleaning and sanitation services in Ward No. 1 to 14 of NUAPADA N.A.C
E.M.D	:	1% of the total quoted value for three year in shape of Bank Draft/ Pay order/ Banker's Cheque.
AGENCY	:	As per eligibility criteria
Period of contract	:	Three Year
Cost of Tender document	:	Rs. 10,000/-
Period of Sale of Tender document	:	Dt.05.12.2018 to 4 PM of Dt.15.12.2018 (During working hours)
Last Date for receipt of Filled in Tender document	:	Dt.20.12.2018 up to 4.00 P.M.
Place & Date of Opening of Technical bid	:	Office of the Executive Officer, Nuapada NAC. Dt.21.12.2018 at 3.00 P.M.
Place & date of opening of Financial Bid of eligible Tenders	:	Nuapada NAC Dt.21.12.2018 at 4.00 PM.
Officer invited the Tender	:	Executive Officer On behalf of Nuapada NAC.
Likely date for commencement of deployment of required manpower	:	01.01.2019

Signature of Bidder with Seal

**EXECUTIVE OFFICER,
NOTIFIED AREA COUNCIL, NUAPADA.**

OFFICE OF THE NOTIFIED AREA COUNCIL, NUAPADA,

Nuapada-766105.Tel : +919938607235 (cell)

Email :nuapadanac@gmail.com

No. 2650/ 2018

Date:01.12.2018

Notice Inviting Tender

Sealed bid in conformity with detailed tender call notice are invited from intending registered firms / NGOs / Private companies / Contractors working within the jurisdiction of Odisha, having eligibility criteria as stipulated in DTCN, for execution of the under mentioned work, so as to reach by **speed post / registered post only** to the Executive Officer, NUAPADA N.A.C. by 4.00 P.M. on dt.20.12.2018 and bid documents will be opened on dt.21.12.2018 at 3.00 PM. in presence of the bidder or their authorize representatives who wish to remain present for the occasion. If the office happens to be closed due to subsequent declaration of holiday, the process of receipts and opening schedule will be on next working day at the specified time and venue without any further notice. The sale of bid document shall start from dt.05.12.2018 and close by 4.00 P.M. on .15.12.2018. The intending bidders shall have to deposit the cost of tender paper (non-refundable) in shape of Demand Draft from any nationalized bank drawn in favour of Executive Officer, NUAPADA N.A.C. payable at NUAPADA.

Sl. No.	Name of the work	Cost of bid document
1	Providing manpower, all equipment and ancillaries for SWM, cleaning and Sanitation Services in Ward No.1 to 14 of NUAPADA NAC .as per DTCN.	Rs. 10,000.00

Bid documents can only be purchased from office of the NAC Nuapada against cost of bid document in the form of Demand Draft issued from any scheduled bank payable at NUAPADA in favour of Executive Officer, NAC, NUAPADA and Bank Draft should be prepared on or before the last date of sale of the Bid document.

Bid documents should be submitted through Regd. Post / Speed post only, super-scribing "**Tender for executing sanitation work under Nuapada N.A.C.**" and addressed to **Executive Officer,NUAPADA N.A.C., At / P.O : NUAPADA, Dist : Nuapada, Odisha, PIN : 766105.** However NUAPADA N.A.C. will be no way responsible for postal delay to the receipts of bid documents beyond scheduled date and time. The bid must be accompanied with required E.M.D. @ 1% of the quoted value for three years in shape of Demand Draft / NSC / KVP / STDR / Bank deposit receipts of any nationalized bank duly drawn / pledged in favour of Executive Officer, NUAPADA N.A.C., and payable at NUAPADA failing which the bid will be rejected out rightly.

Sd/-
Executive Officer,
Nuapada NAC.

Memo No.2651/ Date: 01.12.2018

Copy forwarded to the Advertising Manager The Indian Express/The Odisha Bhaskar for information with a request to publish the Notice for one day in their OdiyaNews paper using minimum space of 10cm x 12 cm size.

Sd/-
Executive Officer,
Nuapada NAC.

OFFICE OF THE NOTIFIED AREA COUNCIL, NUAPADA,

Nuapada-766105.Tel : +919938607235 (cell)

Email : nuapadanac@gmail.com

No.2650/ 2018

Date: 01.12.2018

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Signature of Bidder with Seal

Eligibility Criteria

The bidder must have

1. Registration certificate
2. PAN Card
3. Labour Licence (Min 70 Labours)
4. EPF registration certificate (Also Bidder has to submit ECR and Payment deposit slip of Last six Months of existing ongoing work for all workers (from May 2018 to October 2018))
5. ESI registration certificate
6. GST registration certificate
7. Audit report of last 3 years
8. Income tax annual return for 3 A.Y. i.e. 2015-16, 2016-17 & 2017-18
9. Experience certificate in MSW management/Sanitation by competent authority (Govt. Deptt/ ULBs/PSU/Organisation of National Repute)
10. Minimum financial turnover of Rs 40Lakh (Fourty Lakh) on MSW management/Sanitation work in any calendar year of last three financial year.
11. Credibility/Capability/Activity report
12. Establishment in NuapadaDist..
13. Deployment capability of **4 sets** of Tractor Trolley/Tata ACE Tipper with copy of registration certificate
14. Tie-up agreement with reputed authorized industries (for Co-Processing) /TSDf for safe disposal of Inorganic Combustible Waste **along with proof of disposal in past or present.**
15. Certificate of making Vermi-Compost from competent authority (Govt. Deptt/ULBs/PSU/Organisation of National Repute)
16. Affidavit about authentication of submitted documents
17. Critical analysis taking current labour rate applicable to catagories of employees including all other taxes, EPF, GST etc as applicable inforce in arriving the rate per month in a separate sheet to be enclosed with financial bid, failing which tender will be rejected.

Other terms and conditions can be seen from the DTCN.

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

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

Sd/-
Executive Officer,
N.A.C, NUAPADA.

Memo No.2652 / Dated.01.12.2018

Copy submitted to the **Collector & District Magistrate, Nuapada, / Project Director, DRDA/DUDA, Nuapada / Sub-Collector, Nuapada/Tahasildar, NUAPADA/ADM Nuapada** for favour of information with request to exhibit this notice in the office notice board for wide circulation.

Sd/-
Executive Officer,
N.A.C, NUAPADA.

Signature of Bidder with Seal

Memo No.2653 / Date.01.12.2018

Copy forwarded to the District NIC Authority, Nuapada, for information with request to publish this IFB in the District Portal of Nuapada for wide publication..

Sd/-
Executive Officer,
N.A.C, NUAPADA.

Memo No.2654 / Dated,01.12.2018

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

Sd/-
Executive Officer,
N.A.C, NUAPADA.

Signature of Bidder with Seal

TECHNICAL BID

GENERAL TERMS AND CONDITIONS

Instruction to bidders:-

1. The bidder is expected to **examine all the instructions, terms and specifications** in the bid document. Failure to furnish all information as per the bid document or submission of bid not substantially responsive to bid document in every respect will be at bidder's risk and result in rejection of bid.
2. The tender has been invited under two bid system i.e **Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes super scribing "Technical Bid for executing Sanitation Work under Nuapada N.A.C." & "Financial Bid for executing Sanitation Work under Nuapada N.A.C.". Both the envelopes should be kept in another sealed envelope super scribing "Tender for executing sanitation work under Nuapada N.A.C."
3. Bidder should have appropriate resources, establishment in the area, necessary expertise, requisite manpower, proper coordinating and supervisory ability to undertake the work.
4. The bid is meant for carrying out the work for a period of three year and liable for extension to further period subject to satisfactory work performance and as per the willingness of authorities at NAC, NUAPADA and the bidder.
5. The conditional and incomplete bids are liable for rejection.
6. 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.
7. Bids containing overwriting, additions alternation, erasures, obliteration and other discrepancies should be properly attested by bidder.
8. 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.
9. 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.
10. Name of the purchaser at the time of procurement of DTCN shall not be disclosed.
11. 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.

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

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.
		Not-Submitted	Submitted	
1	E.M.D. @ 1% of the three year quoted value (original)			
2	Bid Document(original)			
3	Photo Copy of Registration Certificate			
4	Photo Copy of PAN Card			
5	Photo Copy of Labour Licence (Min. 70 Labours)			
6	Photo Copy of EPF Registration Certificate(Also Bidder has to submit ECR and Payment deposit slip of Last six Months of existing ongoing work for all workers (from April 2018 to September 2018, failing which tender will be rejected)			
7	Photo Copy of ESI Registration Certificate			
8	Photo Copy of GST Registration Certificate			
9	Photo Copy of Audit Report for last 3 Years			
10	Photo Copy of Income Tax return for 3 A.Y. i.e. 2015-16, 2016-17 & 2017-18			
11	Photo Copy of experience certificate in MSW management/Sanitation by competent authority (GovtDeptt/PSU/ULBs/Organisation of national repute)			
12	Photo copy of Minimum financial turnover of Rs 40Lakh (Fourty Lakh) on MSW management/Sanitation work in any calendar year of last three financial year			
13	Photo Copy of Credibility/Capability/Activity report of Bidder			
14	Photo Copy of proof of Establishment in Nuapada District			
15	Photo Copy of evidence regarding deployment of Four sets of Tractor/Tata ace tipper with copy of registration certificate			
16	Photo Copy of tie-up agreement with reputed authorized industries (for Co-Processing)/TSDf for safe disposal of Inorganic combustible waste. Proof of past or present disposal of waste must be attached, in absence of which the bid will be rejected.			
17	Photo copy of certificate from competent authority (GovtDeptt/PSU/ULBs/Organisation of national repute)about making of Vermi compost from organic waste			
18	Affidavit in Original about the authentication of documents attached with the bid			
19	Bidders are required to submit critical analysis taking current labour rate applicable to categories of Employees including all other taxes, EPF, GST etc as applicable enforce in arriving the rate per month in a separate sheet to be enclosed with financial bid, failing which tender will be rejected			
20	Others, If any			

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. Any violation of above will liable for outright rejection of bid documents.

Signature of Bidder with Seal

To

The Executive Officer
N.A.C., NUAPADA,
Dist – Nuapada

Sub - Tender for the work: Solid Waste Management of N.A.C., NUAPADA

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 by officer- in- charge of the work from time to time.

Place:

Date:

Signature of Bidder

Name of the Bidder :

Permanent Address :

Present Address :

Phone No.

Office Res.....Mobile

e-mail

Signature of Bidder with Seal

Detailed Tender Call Notice

Providing manpower 42 nos (may increase or decrease), 4 mobile vehicles (Tractor trolley/Tata ACE), all equipment and ancillaries for door to door garbage collection of solid waste, Segregation and packaging of waste (Inorganic combustible waste, organic waste, recyclable waste etc), Vermi-Composting of Organic Waste (Infrastructure for Vermi-Composting will be provided by N.A.C, Nuapada), street sweeping, cleaning of drains, spraying bleaching powder, other disinfectants, fogging of mosquito chemicals, bush cutting and cleaning and sanitation service etc. in Ward No. 1 to 14 of NUAPADA N.A.C. including waste collection and stacking with primary and secondary transportation of waste to designated location under Solid Waste Management Scheme along with additional labourers of 02 Nos. as Drivers, 01 No. as Amin, 03 No. as Tax Collector, 02 No. as Asst to Co & Acct., 02 no as Electrician, 01 No. as Electrical Helper, Work Sarkar -2 No. & Gardner -2 nos.

The bidders shall have to **quote their lump sum rates both in figures and words** in the specified space given in (Financial Bid) **Annexure–A**

A. SCOPE WORK:

1. Sweeping, Garbage collection of Solid Wastes:

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

2. Segregation and Packaging, Disposal and Composting of Solid waste :

The waste dump at dedicated site designated by N.A.C, Nuapada has to be manually segregated in following categories and sent for disposal and vermin-compost will be prepared

- a) Combustible Inorganic Waste (Plastic, Paper, Mattress, card board etc) which will be sent for disposal to authorised industries (for Co-processing) or to TSDF by the bidder
- b) Recycle Inorganic Waste (Glass, Iron, Aluminium etc) which will be handover to N.A.C. Nuapada by the bidder.
- c) Organic Waste (Food waste, garden waste, kitchen waste etc) which will be converted to Compost by Vermi-Composting method by the bidder.
- d) Inert Material (Debris, stone etc) which will be used for land-filling

3. Cutting of bushes & cleaning of drains

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

4. Transportation of solid wastes

The solid wastes collected from different places inside the specified area shall have to be suitable loaded into transporting vehicles such as truck/mini trucks/tractors/Tata ACE as per requirement and shall have to be transported to the approved dumping yards identified by the Officer-in-Charge of N.A.C., and the solid waste will be unloaded by the agency at these sites. The cost of transportation should include the cost of labourers for the loading and the unloading of solid wastes into and out of the vehicles respectively and the wages of the drivers/helpers attached to the vehicles. The agency shall have to provide vehicles as per requirement as may be directed by the Office-in-charge from N.A.C. to match the daily program chalked out by him and failure to do so, N.A.C. NUAPADA may engage numbers of vehicles and labourers as per requirement and the cost there of shall be recovered from the monthly bills of the agency. In no case, solid wastes generated in a day shall be retained in the area for more than 24 (twenty four) hours.

5. Brief description to other scope of works

- a) On the occasion like holding of Mela, exhibitions, festivals and during the visit of dignitaries, the bidder shall initiate extra effort in cleaning the area concerned as a routine work without any extra financial implications. In the event of bidder failing to successfully clean all or part of allotted work, NAC may deploy labourers to carry out work of important nature as appears to the authority at NAC, and all expenses incurred thereto shall be deducted from the subsequent regular monthly bill raised by the bidder / security deposit. Failure to comply the condition may lead to rescission of contract on serving due notice by the authority at NAC, NUAPADA.
- b) Road sweeping should normally be completed by 7.00 A.M. daily.

- c) All the drains should be cleaned and executant has to ensure free flow of drain water in each drain round the clock.
- d) 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.
- e) All the dust bins shall be cleaned daily and that in no bin, the garbage will be deposited creating unhygienic environment.
- f) All the collection equipment, other tools and plants like pushcart / tricycle / wheelbarrow etc. shall be supplied by NUAPADA NAC.
- g) The service provider shall supply Apron & Identity Card to the sweeper and supervisor for easy identification.
- h) 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 will be issued by the NAC, NUAPADA.
- i) Similarly, phenyl, bleaching powder, malaria oil and other disinfectant like fogging chemicals etc 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., NUAPADA.
- j) Basic requirements such as broom stick, fawda, 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, NUAPADA.
- k) As sanitation work is an essential service for providing basic amenities to the citizens, it shall be the responsibility of the service provider to ensure uninterrupted rendering of such civic responsibility and manage entrusted work smoothly..
- l) 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.
- m) The service provider will have to keep in regular contact with the Sanitary Inspector / Sweeper-Zamadar / Executive Officer of N.A.C., NUAPADA in daily performance of sanitation work.
- n) Night sweeping is to be done at Bus stand and daily vegetable market to avoid congestion of cleaning

B. IMPORTANT INSTRUCTIONS AND CONDITIONS.

1. It is a double cover bid system containing both technical & financial bid and should be sent through Registered post/Speed post only.
2. 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.
3. The rate should be quoted for entire operation described in scope of work per month lump sum including the charges of PF, and other admissible taxes/charges as required for the purpose. These statutory dues/enhanced dues will be borne by the N.A.C. on demand from time to time as fixed by the Govt.
4. 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, NUAPADA 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.

C. OTHER TERMS AND CONDITIONS

1. The vehicles to be engaged for transportation of solid wastes must be in good running condition.
2. The drivers of the vehicles must have valid driving license.
3. The executing agency/party shall bear the following:-
 - i. The salary and other expenses of the drivers and other employees attached to the vehicles.
 - ii. The cost of fuel and other lubricants.
 - iii. The cost of minor repair and maintenance of the vehicles if hired from NAC.
4. The labour required for loading, unloading, collection and transportation etc. should be supplied by the executing agency.

5. The agency should be able to deploy at least **4 Nos.** Tractor /Tata ACE or as required for Door to Door collection and to transfer the entire solid wastes generated in a day so that the specified area should be thoroughly cleaned during particular fix time as may be decided by N.A.C.
6. The agency may hire 2 Nos. of Tractors available at NAC, NUAPADA (bidder has to arrange rest required Tractor/Tata ACE) on monthly rental basis which shall exclude fuel and other minor repair charges.

Rental Charges

1 - Tractor Head – Rs. 10,000 per month per each or as per decision of Chairperson / Council.

2-Tractor Trolley – Rs. 5,000 per month per each or as per decision of Chairperson / Council.

The cost of any minor repair and maintenance should be borne by the service providing agency.

The service providing agency shall be responsible if any damage to tractor / vehicle is detected subsequently, the expenses on repair of damages will be deducted from the bill amount, EMD amount or any other sum payable to service providing agency.

6. The vehicles deployed for collection of garbage preferably may be specified in colour, with logo of N.A.C. The solid waste management workers engaged for drain cleaners, bush cutter, labour engaged for loading / un-loading will perform their duty in a Apron, the colour of which will be prescribed by N.A.C. This shall be complied by the executing agency so as to ensure better identification by the public as well as officers of N.A.C.
7. While quoting rates, the bidder is required to quote his/their rates including other miscellaneous expenditure such as T & P charges. O.H. charges, cost of documentation like taking photographs as may required / directed by Officer-in-charge from N.A.C.
8. Authority at N.A.C. NUAPADA 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. The EMD furnished by the unsuccessful bidders will be refunded back on application only after the finalization of bid process and signed of agreement with the successful bidder.

11. The intending bidders are advised to inspect and **assess the entire geographical areas** and accordingly **quote their rates as per current labour rate** and such rates will be valid for a period of Minimum three year from the date of signing of agreement. Escalation of rate is only applicable if there will be change of rate of wages or any other charges at Government level,
12. In case of requirement for transportation of solid wastes generated from all sources beyond 05 K.M., the extra amount of transportation will be paid as per Schedule of rate of the estimated volume / quantity of garbage.
13. 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.
14. 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 transportation of garbage will be done with due care and the transporting vehicle shall be as per norms specified by the pollution control board.
3. 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.
4. 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 staff 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 Apron for easy reorganization during duty period.

5. If required, the N.A.C. may ask for to provide extra labour as per requirement in any category i.e. high-skilled, skilled, semi-skilled and the agency will be ready to provide the same. Extra payment will be made to the agency in this respect as per labour law along with all other taxes, charges & fees etc..
6. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
7. **The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in N.A.C, NUAPADA. N.A.C, NUAPADA shall have no liability in this regard.**
8. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to N.A.C, NUAPADA or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department or office concerned.
9. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of N.A.C, NUAPADA or office concerned or any other authority under Law.
10. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, N.A.C, NUAPADA or the office concerned is put to any loss / obligation, financial or otherwise, N.A.C, NUAPADA or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or EMD of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
11. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues, N.A.C. NUAPADA or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to N.A.C, NUAPADA or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the EMD.

12. The contract may also be terminated with one-month single notice if there occur any changes of Govt. Policy / Rules / financing pattern etc. which are beyond control of the urban local body.
13. For all intents and purposes, the Manpower Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against N.A.C, NUAPADA or Office concerned. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
14. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The N.A.C, NUAPADA shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of N.A.C, NUAPADA or Office concerned and an Authorized representative of the Manpower Service Provider.
15. N.A.C, NUAPADA shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
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, NUAPADA may require Police verification report of the person to be deployed by the service provider and to be furnished by the agency forthwith.

F. TOOLS AND PLANTS

1. The agency has to arrange his / their own tools and plants for Cleaning, Sanitation work, Door to Door collections and transportation, Segregation and composting of waste.
2. The tools and plants, vehicles available with N.A.C. may be used by the agency on approval by the authority considering financial implications, if any, chargeable to agency / bidder. Fuel and minor repair will be borne by the agency.
3. The agency should arrange his own storage space / garage for all tools and plants or may use the space available with N.A.C. by obtaining consent of Executive Officer.
4. 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.

5. Incentives if any received from Govt. or from N.A.C. will be provided to the agency from time to time.

G. BILLS OF WORK

1. Bills for payment will be prepared on monthly basis as per contract agreement after satisfactory performance.
2. The authority may withhold any reasonable amount from the monthly bill due to bad or unfinished work and same will be released after due compliance.
3. No interest can be claimed for delay in payment.
4. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act / Rules, as amended, from time to time and a certificate to this effect shall be provided by N.A.C, NUAPADA or office concerned.

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.

I. LEGAL JURISDICTION / ARBITRATION:

1. All legal matters are subject to be in jurisdiction of Nuapada..
2. In the event of any dispute arising out of contract the same shall be referred for arbitration to the Chairperson, N.A.C, NUAPADA / Collector & District Magistrate, Nuapada and the award of the arbitrator shall be final and binding. The Venue of arbitration will be at NUAPADA / Nuapada.
3. This is to certify that I/we before signing this bid documents, have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

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AGREEMENT

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

And

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

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

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

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

Now this agreement witnesses as below:-

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as Daily Labourers for engaging in Sanitation work within the jurisdiction of N.A.C., NUAPADA on daily wage basis in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise, it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid up to _____.

Signature of Bidder with Seal

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
Manpower Service Provider

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:.....

Signature of Bidder with Seal

FINANCIAL BID

ANNEXURE – A

**PROPOSED AMOUNT FOR DOOR TO DOOR GARBAGE COLLECTION & SANITATION WORK,
WITHIN NUAPADA NAC FOR THREE YEARS, THROUGH BIDDING.**

Sl.No	Description	Quoted amount in Rs. per month (lumpsum)	
		In Figure	In Words
1-A	Providing required manpower 42 nos. Unskilled (may increase or decrease), 4 nos. Skilled Drivers, 2 Skilled Supervisors, allequipment and ancillaries (tools, tackles, mobile equipment etc) for SWM, cleaning and sanitation services in Ward No. 1 to 14 of NUAPADA N.A.C. as per DTCN including GST 12% or as applicable.		
1-B	Other manpower requirement : Electrician(Skilled) -2 Nos, Electrical Helper (Unskilled) -1 No Driver (Skilled) -2No.s Amin (Skilled) -1 No Tax Collector (Semi Skilled) -3 No's, Asst. to Accountant (Semi Skilled) -1 No Asst. to CommunityOrganiser (Semi Skilled) -1 No. Work sarkar (Semi Skilled) -02 Nos Gardener(Unskilled) -02No.s As per DTCN including GST 18% or as applicable.		
Total			

N.B.- Bidders are required to submit critical analysis taking current labour rate applicable to categories of employees including all other taxes, EPF, GST etc as applicable enforce in arriving the rate per month in a separate sheet to be enclosed with financial bid, failing which tender will be rejected

Signature of Bidder with Seal

Date: