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# **TENDER DOCUMENT**

## **OF**

**NOTIFIED AREA COUNCIL, KHARIAR ROAD.  
AT/PO-KHARIAR ROAD, DIST-NUAPADA .PIN-766104**

**NAME OF WORK :Providing Manpower, all  
equipments and  
ancillaries for SWM,  
Cleaning and sanitation  
services in 17 Wards of  
KHARIAR ROAD N.A.C.**

**EXECUTIVE OFFICER,  
NOTIFIED AREA COUNCIL, KHARIAR ROAD.**

Signature of Bidder with Seal

### Crucial Details of Tender Call Notice

Name of the work	:	Providing manpower, allequipment and ancillaries for SWM, cleaning and sanitation services in 17 wards of Khariar Road N.A.C
E.M.D	:	1% of the total Estimated cost for one year in shape of Bank Draft/ Pay order/ Banker's Cheque/STDR.
AGENCY	:	As per eligibility criteria
Period of contract	:	One Year
Cost of Tender document	:	Rs. 10,000/-
Period of Sale of Tender document	:	Dt.24.05.2021 to Dt.29.05.2021
Last Date for receipt of Filled in Tender document	:	<b>07.06.2021 upto 5.00 PM</b>
Place &Date of Opening of Technical bid	:	Office of the Executive Officer, Khariar Road NAC. <b>08.06.2021 at 9:00 AM</b>
Place & date of opening of Financial Bid of eligible Tenders	:	Khariar Road NAC <b>08.06.2021 at 11:00AM</b>
Officer invited the Tender	:	Executive Officer On behalf of Khariar Road NAC.
Likely date for commencement of deployment of required manpower	:	15.06.2021

Signature of Bidder with Seal

**EXECUTIVE OFFICER,  
NOTIFIED AREA COUNCIL, KHARIAR ROAD NAC.**

## 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 Khariar Road N.A.C." & "Financial Bid for executing Sanitation Work under Khariar Road N.A.C.". Both the envelopes should be kept in another sealed envelope super scribing "Tender for executing sanitation work under Khariar Road 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 one year and liable for extension to further period subject to satisfactory work performance and as per the willingness of authorities at NAC, KHARIAR ROAD 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 one year Estimated 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. 100 Labours)			
6	Photo Copy of EPF Registration Certificate			
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. 2018-19,2019-20 &2020-21			
11	Photo Copy of experience certificate in MSW management/Sanitation.			
12	Photo copy of Min financial turnover of Rs 60 Lkah (Sixty 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	Affidavit in Original about the authentication of documents attached with the bid			
16	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.KHARIAR ROAD,  
Dist – Nuapada

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

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 unskilled 51 nos (may increase or decrease), 02nos of drivers skilled for Tractors and 02 nos Skilled supervisor including all equipment and ancillaries for of solid waste, lifting and transportation of dumped garbage, street sweeping, cleaning of drains, spraying bleaching powder, other disinfectants, fogging of mosquito chemicals, bush cutting and cleaning and sanitation service, de-silting of drain etc. in 17 Wards of Khariar Road N.A.C. including waste collection and stacking with primary and secondary transportation of waste to designated location under Solid Waste Management Scheme.

The bidders shall have to **quote both in figures and words** in the specified space given in (Financial Bid).

### **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, waste collected from 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 by tractor.. Solid wastes also include faecal waste, dead animals including remnant of road sweepings etc.

#### **2. Cutting of bushes & cleaning of drains**

The bushes & shrubs from roadside berms and conservancy lanes are to be cleaned by the agency. The roadside drains are also to be cleaned i.e. removal of polythene, paper, foreign materials and other floating materials to avoid choking of the drains and also de-silting all drains regular basis. 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 KHARIAR ROAD N.A.C., and in case, the agency does not comply to the instructions of the officer-in-charge of KHARIAR ROAD 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.

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### 3 Service delivery performance Criteria:

The performance monitoring and evaluation of service delivery has been institutionalized through Service Level Benchmarking and the purpose and objective of the assignment should be to improve and achieve the National Level Benchmark. With this target as well as the underlying constraints in mind the operator has to achieve the following performance levels.

Parameter Description	Minimum Achievement Target	Actual monthly Achievement	Non Compliance Penalty
Street Sweeping	95% coverage	LS/(TL*D) TL-Total road length in the service area	0.5% of monthly bill for every 5% short fall or part thereof
Drain Cleaning	95%	DC/(DL*2) DL-Total drain cleaning covered during the month	0.5% of monthly bill for every 5% short fall or part thereof
Conservancy cleaning ,bush cutting ,de weeding	95% coverage	CC/(CL*2) CL-Total conservancy length in the service area CC-Conservancy cleaning covered during the month	0.5% of monthly bill for every 5% short fall or part thereof
Compliant Redresses	90% within 24 hrs	CR/TC CR-During the month total no.of Complaint redressed within 24 hrs TC-Total Complain received during the month	0.5% of monthly bill for every 5% short fall or part thereof

1. The service provider in close coordination with employer shall undertake sample survey to access the extent of waste generated. Secondary data from employers past experience can be referred to conclude the assessment. The sample should comprise of all income groups equally spread over the service area and stretched over a period of time, to give a fair average.

2. A detail performance monitoring, reporting and evaluation system shall have to be developed in consultation with to employer. The broad outline of the computation procedure is provided in the table above.

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3. Employer can conduct service delivery assessment and customer satisfaction sample survey within the service area at regular interval to assess the performance.
4. Adequate number of road side bins within accessible distance shall have to be provided in the area where door to door is practically not possible. Similarly adequate number & size of bins shall have to be provided where point collection is proposed.
5. All road side dumping of solid waste shall have to be collected irrespective of DTD service or provision of bins.

#### **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 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. KHARIAR ROAD 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.

##### **a. Brief description to other scope of works**

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, KHARIAR ROAD.

- a) The cleaning of road including lanes and by lanes will be done twice a day from 5.00 AM to 10.00 AM.& 3.00 PM. To 6.00 as per the direction of Executive officer or Officer-in-Charge NAC.Khariar Road. The work should be done by combine using specified labourers, vehicle, machinery, equipments etc.
- b) All the drains should be cleaned and executant has to ensure free flow of drain water in each drain round the clock.

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- c) All the dust bins shall be cleaned daily and that in no bin, the garbage will be deposited creating unhygienic environment.
- d) All the collection equipment, other tools and plants like pushcart / tricycle / wheel barrow etc. shall be supplied by KHARIAR ROAD NAC.
- e) The service provider shall supply Uniform & Identity Card to the sweeper and supervisor for easy identification if fail in time of verification by officer-in-Charge if fail action will be Taken.
- f) 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, KHARIAR ROAD.
- g) Similarly, phenyl, bleaching powder, malaria oil and other disinfectant like fogging chemicals etc available in this office (to be provided by NAC, Khariar Road at free of cost) will have to be spread in drains and other required locations in co-ordination with the Sanitary Inspector / Executive Officer of N.A.C., KHARIAR Road.
- h) Basic requirements such as broom stick, fawda, Soap, Gum-boot, hand gloves, Face mask 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, KHARIAR ROAD.
- i) 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..
- j) 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.
- k) The service provider will have to keep in regular contact with the sanitation Expert/Sanitary Inspector / Sweeper-Zamadar / Executive Officer of N.A.C., KHARIAR ROAD in daily performance of sanitation work.
- m) Night sweeping is to be done at Bus stand and daily vegetable market, market area, 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. These statutory dues/enhanced dues will be borne by the N.A.C. on demand from time to time as fixed by the Govt.

The authority may reduce or increase the geographical area of operation at any time and the rate of contract may be reduced or increased depending on area., Population, households, road length, drain length and garbage generation of that increased or decreases area.

4. The authority at NAC, KHARIAR ROAD 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.
5. 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.
6. 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.
7. 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.
8. The successful bidder shall execute the Agreement soon after the issue of Letter of Award and to execute the work as per work order.
9. 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 hired from Service provider. Major Maintenance cost of the vehicles hired from NAC, Khariar Road will be born by NAC, Khariar Road.
4. The labour required for loading, unloading, collection and transportation etc. should be supplied by the service provider.

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1 The agency should be able to deploy at least 2 set of Tractor with Trolley collection and to transport 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.

**Out of which 2 Set of tractor with trolley already available with NAC khariar road which will be provided to the contractor.**

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.

2 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, Gloves, Uniform, helmet, Gunboots, 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.

**D.** 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 mayrequired / directed by Officer-in-charge from N.A.C.

**E.** Authority at N.A.C. KHARIAR ROAD 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.

**F.** 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.

**G.** 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.

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- H.** 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 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 06K.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. Employer's Support**

Khariar Road NAC shall extend all its possible support specified hereunder for ensuring successful service delivery.

1. Provide all information available with employer pertaining to the assignment
2. Official support for coordination/communication With Other line departments and service providers.

## **E. Subletting**

Subletting of work in part or full is not permitted without prior written approval of the employer,

## **F. STANDARD SPECIFICATION OF WORKS**

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

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**G.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, uniform, helmet, Gloves, gunboots for easy reorganization during duty period.

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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, KHARIAR ROAD . N.A.C, KHARIAR ROAD 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, KHARIAR ROAD 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, KHARIAR ROAD 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, KHARIAR ROAD or the office concerned is put to any loss / obligation, financial or otherwise, N.A.C, KHARIAR ROAD 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. KHARIAR ROAD 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, KHARIAR ROAD 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, KHARIAR ROAD 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, KHARIAR ROAD 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, KHARIAR ROAD or Office concerned and an Authorized representative of the Manpower Service Provider.
15. N.A.C, KHARIAR ROAD 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, KHARIAR may require Police verification report of the person to be deployed by the service provider and to be furnished by the agency forthwith.

#### **H. TOOLS AND PLANTS**

1. The agency has to arrange his / their own tools and plants for Cleaning, Sanitation work, Collection 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.

#### **I. 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, KHARIAR ROAD or office concerned.
5. All complain forwarded to successful party will need to be solved in 24 Hours and replay with GPS tagged photos be given in 24 Hours. Otherwise penalty of Rs 1000/ will be charged for each failure of compliance.
6. The ECR and payment certificate of EPF shall be submitted along with the monthly bill. Failing which the payment will be held up.
7. The agency should submit supporting vouchers of Fuel consumption/ Tools and equipment purchased, log book of vehicle, absentee statement, daily worker deployment report daily basis along with the monthly bill.
8. The agency shall also maintain the log book of the vehicle utilised during the sanitation work and produce to the office along with monthly bill.

**Signature of Bidder with seal**

9. In case of disagreement by the operator on the penalty quantum, he will be provided an opportunity to place his representation with the Executive Officer/Administrator/Chairperson/Collector, whose decision shall be final and binding on the operator.

## **J. TERMINATION OF CONTRACT**

### **1. By the employer:**

The employer may give not less than thirty (30) days written notice of termination to the operator [except in the events listed in point (f) below. for which there Shall be a prior written notice of not less than sixty (60) days). Such notice can be given after the occurrence of any of the events specified in paragraph (a) to (e) below to terminate this contract.

a, If the operator under achieves any item of performance criteria specified at chapter 4 by less than 50% of the target, for a consecutive period Of 2 months.

b. If the operator fails to achieve any item of performance criteria target specified at chapter 4 for a continuous period of 4 months.

c. If the operator fails to remedy a failure in the performance of their obligations within the time specified by the client or within such further period as the client may have subsequently approved in writing, for a t least three times during a year, and a show cause notice has been issued to him to this effect.

d. If the operator becomes insolvent or bankrupt or enters into any agreements with their creditors for relief at debt. Or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

e. If the operator submits to the employer 3 false statement which has a material effect on the rights, obligations or interests of the employer and which the operator knowingly raised.

f. If, as a result of Force Majeure, the operator is unable to perform a material portion of the services for a period of not less than sixty (60) days or;

g. If the employer, in its sole discretion and for any reasons what so ever, decided to terminate this contract.

### **2 By the Operator:**

The operator may, by giving not less than thirty (30) days written notice to the employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) hereunder, terminate this contract. a) If the employer fails to make any payment for consecutive three certified bills. b) if, as a result of Force Majeure, the operator are unable to perform a material portion of the services for a period of not less than sixty (60) days.

## **K. Forfeiture of Performance Security**

a. The performance security may be forfeited, if the bidder does not start operations as per provisions of TOR within stipulated 60 days from the effective date or any such date allowed by the employer. b. If during the term of this contract, the operator is in default of the due and faithful performance of his obligations under this contract, the employer shall, without prejudice to its other right sand remedies herein or as per the applicable Law, are entitled to call in, retain and appropriate the performance Security.

## **L. Refund of Performance Security**

The performance security will be returned to the operator within three months of completion of the contract period. The performance security shall not bear any interest.

### **I. LEGAL JURISDICTION / ARBITRATION:**

1. All legal matters are subject to be in jurisdiction of KHARIAR ROAD .
2. In the event of any dispute arising out of contract the same shall be referred for arbitration to the Chairperson, N.A.C, KHARIAR ROAD / Collector & District Magistrate, Nuapada and the award of the arbitrator shall be final and binding. The Venue of arbitration will be at KHARIAR ROAD .
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.

Signature of Bidder with Seal

## AGREEMENT

This Agreement is made on this \_\_\_\_ day of \_\_\_\_\_ Between the Executive Officer, N.A.C, KHARIAR ROAD 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., KHARIAR ROAD 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 \_\_\_\_\_.

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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:.....

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**Abstract of Estimate /Bill of Quantities**

**Name of Work :** Providing Manpower, all equipment and ancillaries for SWM, Cleaning and sanitation services in 17Wards of KHARIAR ROAD N.A.C.

<b>SI No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Rate (Rs.)/ Day</b>	<b>Amount/Day</b>
1a	Total unskilled Manpower required for Sanitation work, Door to Door collection and Source Segregation	51	No.s	308.0	15708.00
1b	Employer Provident Fund (13.0%) for Unskilled Manpower	51	No.s	40.04	2042.04
3a	Total Skilled Driver required for Tractor and Light Commercial Vehicle	2	No.s	398.0	796.00
3b	Employer Provident Fund (13.0%) for Skilled Drivers	2	No.s	51.74	103.48
4a	Total Skilled Supervisor required	2	No.s	398.0	796.00
4b	Employer Provident Fund (13.0%) for Skilled Supervisors	2	No.s	51.74	103.48
5	Fuel Cost for 2 No.s of Tractor	1	Lot	1000.00	1000.00
6	Tools, Tackles, PPE for sanitation manpower and Maintenance of Vehicle	1	Lot	800.00	800.00
8	Over Head Charges and Supervision Charges @ 10%	1	Lot	2134.9	2134.90
<b>9</b>	<b>Total Expenditure per Day</b>				<b>23483.90</b>
<b>10</b>	<b>Total Expenditure per Month including all taxes etc. completed</b>				<b>714302.00</b>
<b>11</b>	<b>Total Expenditure for 12 Months i.e. One Year</b>				<b>8571624.00</b>

(Rupees Eighty five Lakhs Seventy One Thousand Six Hundred Twenty four only)

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**My/Our quoted rate is:**

- a) \_\_\_\_\_ % (Less) \_\_\_\_\_ (Both in figures and words) to the above estimated value. **Maximum less % is limiting to 5% (Five percentage) above which the quote submitted by bidder will liable for outright rejection of bid document.**
- b) \_\_\_\_\_ % (Excess) \_\_\_\_\_ (Both in figures and words) to the estimated value only.
- c) \_\_\_\_\_ % (Equal) \_\_\_\_\_ (Both in figures and words) to the estimated value only.

**Note:**

1. The bidder shall not write anything excepting quoting of percentage and in case of anything else regarding tender rate is mentioned the tender is liable for rejection

**Signature of Bidder with seal**

**Date:**