

## Notified Area Council, Balliguda

### TENDER CALL NOTICE

No. 1632Date: 12/10/2020

Sealed Tender for 13 numbers of ward of the Notified Area Council, Balliguda are invited in two bid systems (Technical and Financial Bid) from the intending registered Firms/NGOs/ Organization/ Contractors desirous of executing the **Solid Waste Management Service** for 13 number of wards i.e. ward no. 1,2,3,4,5,6,7,8,9,10,11,12 & 13 of NAC, Balliguda which includes Road Sweeping, Drain Cleaning, Garbage Lifting, Bush Cutting, Spraying disinfectants, collection of garbage including Door to Door Collection, lifting of garbage to identified points/ MCC,MRF centers, cleaning of CT & PT by engagement of labour with providing sanitary/sweeping materials as mentioned in the DTCN. The estimated cost for above work for the above 13 wards as regards cost of labour has been worked out on the basis of current rates of minimum wages by the NAC, Balliguda as indicated in the terms & conditions as noted in DTCN. Accordingly, the tenderer to quote the rate and to quote the EPF & ESI separately for labourers. The contract period shall be from the date of commencement of agreement to 31<sup>st</sup> March 2022.

The descriptions are in following manner.

(TABLE - 1)

Ward No	Estimated Cost of SWM Service; which includes Labour cost (excluding EPF & ESI) Sweeping Material cost, labour cess overhead Charges, etc. {Per Month} for 13 nos. of ward	EMD Amount	Total nos. of labour required for 13 nos. of ward	Bid Cost
1	2	3	4	5
Ward No. 1,2,3,4,5,6,7,8,9 ,10,11.12 & 13	Rs. 5,58,996/- (Rupees Five lakhs fifty Eight thousand nine hundred ninety six) only	Rs. 20,000/-	Sweepers - 49 nos, Drivers- 5 nos.	Rs. 8,000/-

The Tenders shall be prepared and submitted in sealed envelopes in two parts. Part 1 & Part 2 clearly indicating on the covers Part-1 (Technical Bid) and Part-2 (Financial Bid). The Tenderer should superscribe on the top of the third Envelope "Quotation for Sanitation work". The Envelope containing 'Technical Bid' and 'Financial Bid' should superscribe accordingly. The financial Bid of those will be opened only who will qualify in Technical Bid.

The tenderer shall submit his quotation which should reach the undersigned on or before Dt. 05.11.2020 by 5.00 P.M through Govt. of India Speed Post/Regd. Post only. The Technical Bid of the tender will be opened on Dt. 06.11.2020 at 10.30A.M in presence of the tenderer or their authorized agents. The financial bid of technically qualified bidders will be opened on same date at 12.30 P.M. The quotation should be accompanied with bid cost/paper cost & EMD in shape of DD in favour of Executive Officer, NAC, Balliguda payable at Balliguda. Bid documents can be downloaded from the kandhamal district's web portal, i.e. [www.kandhamal.nic.in](http://www.kandhamal.nic.in).

Executive Officer,  
NAC, Balliguda

12/10/2020

Memo No 1633 Date 12/10/2020

Copy submitted to the Director, Municipal Administration-cum-Ex-Officio Additional Secretary to Govt., H & U.D. Department, Odisha. Bhubaneswar for favour of kind information.

Executive Officer,  
NAC, Balliguda.

Memo No 1634 Date 12/10/2020

Copy submitted to the Collector, Kandhamal/Project Director, DUDA, Kandhamal/Sub-Collector, Balliguda/PA, ITDA, Balliguda/ Tahasildar, Balliguda/ BDO, Balliguda for favour of kind information with a request to display a copy of this notice with the annexure in their office notice board for wide circulation.

Executive Officer,  
NAC, Balliguda.

Memo No 1635 Date 12/10/2020

Copy to Office Notice Board for wide publication and for information and necessary action of all concerned.

Executive Officer,  
NAC, Balliguda.

Memo No 1636 Date 12/10/2020

Copy to the Advertising Manager, The Samaj, The Prameya, The Indian Express with a request to publish the notice in their daily news paper for one day and to submit the bill in duplicate for payment @ INPR rate

Executive Officer,  
NAC, Balliguda.

Memo No 1637 Date 12/10/2020

Copy to the District Informatics Officer, NIC, kandhamal, Phulbani with a request to publish the notice in the District Web Portal.

Executive Officer,  
NAC, Balliguda.

## Notified Area Council, Balliguda

Ref. Tender Call Notice No 1639

Dt. 12/10/2020

### 1. General Term and Conditions:

- The cleaning of road including lanes and by lanes will be done twice a day from 5.00 A.M to 10.00 A.M. & 3.00 P.M. to 6.00 P.M as per the direction of Sanitary Inspector/Sanitary Expert/ Executive Officer. The work should be done by combinedly using specified labourers, equipments etc.
- The Drains should be cleaned & de-silted regularly.
- Disinfectants, such as bleaching powder / Mosquito oil should be sprayed supplied by NAC, Balliguda.
- The Tenderer should arrange requisite Nos. of Labourers as indicated ( 49 nos. of sweeper & 5 nos. of driver @ daily) and would pay wage Rs. 303.40 or Rs. 343.40/- per day to each Labour as per their categories. Supervisor will be provided by the council. Service should be provided daily, i.e 7 days of a week.
- The Tenderer should every month provide proof of payment of wages to the sweepers & by submission of the proof in support of payment, the bill shall be released.
- The Tenderer should quote their rate per month along with statutory dues such as EPF & ESI etc. as applicable (which will be reimbursed on production of original deposit challans) otherwise it will be presumed that the rate quoted inclusive of all statutory dues. The format of Financial is at Appendix – C.

- The tender should reach the undersigned by RP/Speed post only. The undersigned will not be responsible for delayed receipt.
- The tenderer should provide two nos of uniform (one is dress & another is floursent jacket) to each labourer of Navy Blue colour & one no. of rainy coat to each labour.
- The Council will provide wheel barrow /Tricycles/BOV
- Cleaning equipments such as Jhadu, Sura, Belcha, Spade, Angle Canta, Crow Bar, Knife, bamboo basket, gum boot, gloves, soap, etc. will be supplied by the tenderer as per requirement.
- Whenever the Govt. of Odisha will enhance the minimum wages, the Authority shall pay the differential amount of enhance wages to the Firm / Agency / Organization in respect to the number of labours' engaged.
- The lowest tenderer is to execute the agreement on receipt of the work order as per the terms & conditions as laid down by the authority.

- The earnest money deposit of the tenderer, whose tender has been accepted, will be returned on the submission of performance security after award of contract and execution of the agreement. EMD of the successful tenderer shall be forfeited, if one refuses or neglects to execute the agreement or fails to furnish the required performance security within the time frame as specified by Balliguda NAC.

- The contractor shall be required to furnish a Performance Security on or before contract commencement for an amount equal to one month's agreement value in the form of irrevocable bank guarantee issued by any nationalized bank. The performance security, as furnished by the tenderer, shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor under the agreement to be executed by and between Balliguda NAC and the Contractor. In case the period of contract is extended further by Balliguda NAC in consultation with the contractor, the validity of performance security shall also be extended by the contractor accordingly, so that such performance security shall remain valid for a period of sixty days after the expiry of the contract obligations of the contractor for the extended period.

- Any dispute is to be sorted out by addressing to the forum as decided by the Council.
- The authority reserves the right to reject any or all the quotations without assigning any reason thereof.

### 2. Eligibility Criteria:

The Technical Bid as mentioned in Appendix – A, shall be accompanied with self attested photo copy of following requisite documents properly paged and indexed failing which the Bid shall be rejected out-rightly.

- Credibility and Experience Certificate issued from any government /semi government/PSU organization at least for 3 years under whom the work is done for performing the similar nature of work i.e. cleaning, road sweeping, drain cleaning, bush cutting & transportation of collected garbage to designated points.
- The tenderer must have at least 1 year running contract with any government/semi government/PSU organization before tender date.
- Average annual financial turnover for similar nature of work to the tune of Rs. 1.00 (Two Crore) for the FY 2016-17, 2017-18 & 2018-19
- Organization / Agency / Firm/ Contractor etc. must submit their firm registration certificate from competent authority.
- He should submit EPF Registration Certificate and Month wise EPF deposit challan for minimum 200 nos. of workers for the FY 2019-20.
- He should submit ESI Registration Certificate and Month wise ESI deposit challan for minimum 200 nos. of workers for the FY 2019-20
- He should submit valid Labour Contract Certificate for minimum 200 nos. of workers.

- He should submit PAN card & Valid GSTIN.
- Solvency Certificate to the tune of Rs. 20 Lakhs issued by the Revenue authority/Any Nationalized Bank
- Non Conviction Certificate from the Police Authority.
- I.T. Return for the FY 2016-17, 2017-18 & 2018-19.
- Audit Report for the FY 2016-17, 2017-18 & 2018-19
- Any report of Poor performance / unsatisfactory Performance such as abandoning of work, not properly completing / performing the work may be a cause of rejection of Bid.

### **3. SCOPE OF THE WORK**

The objective of this contract is to ensure an efficient and effective Solid Waste Management within the service area to achieve the service outputs and standards as specified below and in compliance with recommendation of Municipal Solid Waste Management & Handling Rule – 2016.

The scope shall comprise of but not limited to the following broad components within the service area for existing customers as well as future customers as a result of new development & growth.

1. Deployment of resources
2. Collection, cleaning and transportation of waste in the manner as prescribed.
3. Complaint registration and redresses
4. Implementation of tracking & monitoring mechanism.
5. Ancillary activities and reporting
6. All such deployment and activities for completeness of the service delivery and achieving the service standards.

The total work is divided into five Parts.

1. PART A – Resource Deployment
2. PART B – MSW collection & transportation
3. PART C – Cleaning activities, collection and transportation
4. PART D – Express Cleaning Service
5. PART E – Ancillary activities

#### **3.1 Part A – Resource Deployment**

The scope of work under this item shall include

- The operator shall deploy adequate number of manpower (sweepers, drivers), sweeping materials like Jhadu, Sura, Belcha, Spade, Angle Canta, Crow Bar, Knife, bamboo basket, gum boot, soap, gloves, dress materials, rainy coat etc.) and monitoring mechanism for enabling effective, efficient and successful operation and maintenance.
- All the vehicles, viz. Tractor/LCV/BOV/Hydraulic Trolley/JCB, Cesspool, Fuel, WheelBarrow, Tricycle, Dustbin, Phenyle, Bleaching, Mosquito Oil & spray machine, etc. will be provided by NAC, Balliguda.
- The hardware deployed by the council should be maintained properly including stocking adequate inventory.
- The bins provided by the council are to be placed, so that they are accessible to the users, easy to operate, easy to transport.

#### **3.2 Part B – MSW collection and Transportation**

The scope of work under this item shall include

- Door to Door (House to House) collection of municipal solid waste from all residential areas including commercial/office units within the residential area in the service area, through containerized handcarts/ tricycles/ motorized vehicles/BOVs provided by Balliguda NAC and storing of garbage so collected at temporary collection points / road side bins/ designated Garbage Points or shifting to MCC, MRF points.
- Point collection of MSW from commercial units, markets, institutions, street vendors, vending zones and storage at temporary bins for further transportation to designated Secondary dumping point or direct transfer to the main dumping yard/ MCC & MRF centers.
- All road side dumping of solid waste shall have to be collected irrespective of door to door service or provision of bins.
- The waste collected from the households is to be transported to the identified secondary collection points/ MCC & MRF Centers using auto tippers/tricycles/BOV, as per the accessibility of the location and available width of the road.

- Collection and transportation of all types of MSW from the primary storage point/ community bins to temporary collection points/ garbage points and transfers it to the designated secondary dumping point or MCC & MRF Centers by means of Hook loaders/containerized covered vehicles/compactors/motorized vehicles /auto tippers etc., provided by NAC, Balliguda.
- Door to Door collection of MSW is to be carried out on daily basis at pre-informed time & schedule by utilizing bell or musical alert as per the recommendation of schedule-II of Municipal solid waste Management & Handling Rules, 2016.
- The service provider will make efforts to develop such mechanism of collection and transportation of MSW, which minimizes the need of containers.
- The service provider shall put an effective mechanism for segregation of plastic waste which can be used for road construction and other activities as per the instruction of the officer in charge of NAC, Balliguda.
- Daily house to house collection of MSW from residential areas will be carried out generally in first shift, but it can be spread in two shifts, if required.
- Daily house to house collection of MSW will be carried out beat-wise/ street wise / as per detail schedule.
- The services of house to house collection and transportation of waste shall be provided on all days of the week, irrespective of any National Holidays, Festivals or local holiday.

### **3.3 Part C – Cleaning Activities, collection and transportation**

The scope of work under this item shall include

- Sweeping of main roads, narrow roads, lanes and bi-lanes shall be taken up manually
- Street sweeping and collection from all type of roads on daily basis.
- In case of road is totally closed for renovation/ reconstruction or lying utilities etc the work shall be carried out by parking the vehicles (auto rickshaw/tricycle/truck) at the nearest accessible place and carrying MSW by handcarts upto the point and back. The service provider shall immediately convey the situation to the nodal officer, NAC, Balliguda in writing.
- Cleaning of all the drains (including de-silting), conservancy, bush cutting, weeds & other activities pertaining to sanitation, within the service area, should be done properly.
- Solid Wastes generated by sweeping, drain cleaning (excluding silts), conservancy cleaning, bush cutting, de-weeding, and other sanitation activities are to be transferred and stored in the nearest community bins/ road side bins to be provided by the council. These shall be transported to Secondary dumping point/ MCC & MRF centers in a safe and covered container on daily basis.
- Waste generated from drain de-silting (mud & sand) should not be mixed with MSW and shall have to be transported separately. In instruction from the employer, these wastes have to be transferred to land fill site identified by the employer within the service area.
- All litter bins provided along the roads/streets/public places shall be emptied in the collection bins or handcarts and shall be transported to the transfer station in a safe and covered container on daily basis.

### **3.4 Part E – Express Cleaning Service**

The total cleaning service is to be very fast.

### **3.5 Part E – Ancillary Activities**

The scope of work under this item shall include

- Setting up of state of art control room and instruments to facilitate real time tracking and monitoring
- Tracking and monitoring of Solid Waste Management system. The operator should strictly follow door to door collection system/procedure.
- To provide required resource support for 24x7 registration, monitoring and compliance reporting of customer complaints in respect of SWM within the service area.
- Undertake community interaction and consultations at regular intervals along with NAC, Balliguda officials.

### **3.6 Service delivery compliance**

- The bins provided by the council are to be placed, so that they are accessible to the users, easy to operate, easy to transport.
- The clearing schedule of the bins should ensure that MSW is cleared at least once in 24 hours.
- There should be no overflow of MSW from the bins due to inadequate capacity or not lifting at scheduled time.
- The operator will ensure that the area around the bins is kept clean at all the times.

- The bins are to be maintained so that there are no breakages, no toppling of bins and no dislocation of covers.
- Dumping of the MSW on floor or ground is prohibited.
- Open dumping points/spots within the service area and littering of MSW on open place/places shall not be allowed.
- The MSW shall not be disposed off/dumped/unloaded at any place other than that specified. Disposal of waste in any area other than specified will be termed as deficiency of service and such repeated acts may lead to termination of contract.
- Ensure safe transportation of the collected Municipal Solid Waste in covered container to the designated Secondary points.
- Dry Municipal Solid Wastes like leaves, paper etc. shall not be burnt
- There should be no overflow of garbage/refuse/MSW from the community bins and containers. If the garbage is littered outside the bins/containers for any reason, service provider should appoint workers to lift the waste and keep it inside the bin as soon as possible.
- Surrounding of containers and litter bins in the service area, shall be kept clean and tidy by sweeping around thoroughly and putting the garbage/refuse/MSW into the containers and bins.
- The ground at the place where the vehicles stop for loading shall be cleaned and disinfected with an approved disinfectant supplied by the Council.
- The operator should ensure adequate safety for all manpower deployed including required insurance facility.
- The man power deployed by the service provider shall have to wear uniform/apron during working hours bearing the logo of NAC, Balliguda which have to be approved by the employer.

### 3.7 Service Delivery Schedule

The service provider in close consultation with the employer should work out a detail time schedule and should adhere to the same timing. A tentative time schedule/work schedule is indicated below.

Sl.No	Activities	Time Schedule
1	Road Sweeping & Drain Cleaning	5.0 AM to 10.00 AM 3.00 PM to 6 PM
2	House to House collection of MSW from various households	6.00 AM to 10.00 AM
3	Collection of MSW from various Collection Point & transportation to designated Point.	8.00 AM to 12.00 noon & 03.00 PM to 5.00 PM

- The Operator shall ensure the presence of his personnel every day at specified time.
- The Operator should ensure same timing as far as possible. However the timing can be modify with prior approval of NAC Authorities and adequate communication to the affected customers.
- The operator shall ensure operations on all seven days of the week.

## 4. CONDITIONS OF CONTRACT

### 4.1 Law Governing the Contract and the Jurisdiction of the Contract:

The contract, its meaning and interpretation and the relation between the parties shall be governed by the applicable law and it shall be subjected to the jurisdiction of the courts of Balliguda.

### 4.2. Headings :

The headings shall not limit, alter or affect the meaning of this contract.

### 4.3. Effectiveness of Contract:

This contract shall come into force and effect on the date of execution of Contract i.e., signing of agreement and the date of commencement of operation shall be referred as Effective Date.

### 4.4. Commencement of Services:

The operator shall begin carrying out the services, within 30 days of signing of contract. The employer shall hand over the service area (zone under reference) or part of it, as and when the operator demonstrates its preparedness to deliver the service, but no later than the stipulated 30 days for the entire zone.

#### **5. Service responsiveness**

Subsequent to signing of the contract the operator in consultation with the employer shall prepare and agree upon the following documents

1. Service delivery time schedule in detail (area wise and component wise)
2. Resource deployment schedule
3. Complaint redresses procedure, response time, escalations and compliance reporting (category wise)
4. Monitoring mechanism including contact points, communication, instructions, response time and reporting
5. Performance evaluation mechanism and reporting template.

#### **4.6. Service Period**

The operator shall be appointed up to 31<sup>st</sup> March 2022 from the effective date. The service shall be provided for all the seven days of a week. 49 nos. of sweepers & 5 nos. of drivers should be engaged daily. The agreement can be modified as per requirement. Further the period of contract may be extended based on satisfactory completion of contract every year on mutually accepted terms & conditions.

#### **4.7. Service Area**

**The service area under the ward boundary:** The geographical boundary of the service area shall not change even if the ward boundary changes in future for whatsoever reason. Reorientation or redefine of the service area can only be done by mutual agreement of both parties of this contract.

Any new development or growth within the service area are also eligible to get the service and shall be within the scope of the contract.

#### **4.8. Service Standard**

The services shall be provided by the operator, as per the recommendation of MSW Rules-2016 and provisions of the agreement.

#### **4.9. Modification :**

Modification of the terms and conditions of this contract including any modification of the scope of the services may only be made by written agreement between the parties.

#### **4.10. Accessibility to Employer**

The employer shall have access to all the records, instruments, control system, monitoring & tracking system set up by the operator in respect of the service under reference in this contract

#### **4.11. Client Coordination**

The employer shall appoint a nodal officer to oversee the assignment, certify bills and coordinate with the operator and to address issues associated with the service assignment.

#### **4.12. Contract Management Meeting**

Contact management meetings and/or review meeting shall be held during 1<sup>st</sup> week of every month to review the service status and address any issues/bottlenecks relating to the contract.

#### **4.13. Sufficiency of Deployment**

- a. The operator shall ensure adequate deployment of accessories, tools & tackles, manpower, monitoring system and grievance redresses mechanism for proper, timely and efficient delivery of service. The operator should ensure quality and timely deployment of resource.
- b. The entire deployment plan shall have to be presented, discussed and agreed upon by the employer. This process in no case freezes the deployment, quantitatively or qualitatively. Additional reinforcement in deployment should be taken up if required for successful delivery of service.
- c. Modification to the deployment plan can be taken up in consultation with and approval of employer, as per field requirement to enhance the service efficiency.

#### **4.14. SWM being a Essential service**

SWM being a everyday affair and having direct link with citizen health can be treated as a essential service and the relevant provisions of the applicable law can be invoked by the employer at any point of time during currency or termination of the contract, in the greater public interest.

#### **4.15. Employer's Support**

NAC, Balliguda shall extend all its possible support for ensuring successful service delivery.

#### 4.16 Subletting

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

#### 4.17. Deficiency in Service

Since SWM service is essential in nature and needs immediate attention, the employer can intervene at any point of time in the greater public interest. In case the employer observes deficiency in service as per agreement and/or non compliance to employer instructions, the employer reserves the right to

1. Intervene in the matter to remedy the deficiency at the cost of the operator to be recovered from his monthly bill or other dues.
2. Take up required services departmentally or through third party at the cost of the operator to be recovered from his running bill or other dues.
3. Supplement equipment and manpower at the cost of the operator to be recovered from his running bill or other dues.
4. Redress any complaint consequent to failure of redress by the operator, at the at the cost of the operator to be recovered from his running bill or other dues.
5. Terminate the contract as per provision of the contract.

Failure of the operator to act upon the instruction within an agreed/justified time frame shall also result in deficiency of service. In no case the instructions shall be beyond the scope of the contract or applicable rules.

Communication in form of e-mail, instruction note or telephonic/mobile (in case of emergency) shall be deemed to be adequate, just and sufficient in such cases. In the event of intervention by the employer, the same shall be properly communicated to the operator.

#### 4.18. Termination of Contract

##### 4.18.1 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 (e) 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 (d) below to terminate this contract.

- (a) If the Contractor fails to provide the services as envisaged herein within the period(s) specified in the contract or any extension thereof as may be granted by Balliguda NAC.
- (b) If the Contractor fails to perform any of the obligation(s) under the contract.
- (c) If at any later date, it is found that the documents and certificates submitted by the contractor are forged or have been manipulated, the work order issued to the contractor shall be cancelled and performance security issued to Balliguda NAC compensation shall be forfeited without any claim whatsoever on Balliguda and the contractor shall be liable for action as appropriate under the extant laws.
- (d) The contractor is not eligible for any or claims in the event of such cancellation.
- (e) 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

##### 4.18.2 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.

#### 4.19 Forfeiture of EMD/ Performance Security

- a. The performance security may be forfeited, if the bidder does not start operations as per provisions of DTCN within stipulated 30 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 forfeit the performance Security.

#### **4.20 Refund of Performance Security**

The performance security will be returned to the operator after successful completion of the contract period.

#### **4.21 Handing over the material**

The operator shall hand over all the materials provided by the council, viz. vehicles, Dustbins, wheel Barrows, Tricycles, etc. on the next day of completion of contract period.

#### **4.22 Contract Price**

The Contract Price shall cover all expenditure for operation and maintenance for successful delivery of service as per provisions of the contract. This inter alia includes spares and consumables, wages, EPF, ESI and any other expenses required for efficient, effective and successful delivery of service or contractor's charges. The contract price shall also include all duties, taxes (excluding GST), and cess that may be levied in accordance to the laws and regulation in force. Nothing in the contract shall relieve the contractor from his responsibility to pay any tax that may be levied on it separations or on profits made by him in respect of the contract.

#### **4.23 Payment**

The operator shall submit monthly bill as per the accepted rate, by 7<sup>th</sup> succeeding month, to the employer after which the employer shall scrutinize and certify the same for payment. The payment process shall include the following

1. All bills generated by the operator has to be signed by the PoA holder
2. All corrections in the bill consequent to scrutiny have to be initialed by the operator through its authorized person only.
3. The nodal officer shall certify regarding correctness and authenticity of the bill.
4. TDS/other cess as applicable by statute will be deducted from the bill.
5. The net payment after all deduction and recovery/withheld amount (if any) , shall be transferred to the operator's bank account, within 12 days of receipt of bill in proper format along with required documents.

#### **4.24 Deductions**

##### **a. Taxes, duties & cess**

All taxes, duties and cess required to be deducted at source as per applicable law at the time of payment shall be done by the employer. Further The NAC, Balliguda shall deduct TDS as applicable.

#### **4.25 Proof of Tax payment**

The operator shall provide documentary evidence of payment of all statutory taxes applicable, filled with competent authority as and when required by the employer failing which the authority reserves the right to withheld reasonable amount from the monthly bill till submission of these documents.

#### **4.26. Operation of the Contract:**

- a. The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.
- b. The parties recognize that it is impossible in this contract to provide for every contingency which may raise during the life of the contract, and the parties hereby agree that it is their intention that this contract shall operate fairly as between them and without detriment to the interest of either party.
- c. In absence of clarity in provisions of the contract, the applicable law and/or rules shall govern.

#### **4.27. Settlement of Disputes:**

##### **a. Amicable settlement:**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof. The dispute shall be referred to a committee for redress consisting of Operator's Chief Executive, Executive Officer, NAC, Balliguda and a representative of H&UD Department, Govt. of Odisha. The decision of the committee should be honoured by all parties in good faith.

**b. Dispute Settlement :**

Disputes which cannot be settled amicably may be taken up by either party for settlement in accordance with the applicable law within jurisdiction of court of Balliguda.

**c. Continuation of service during dispute settlement.**

Occurrence or Reference of a dispute shall not annul the contract. The operator shall continue to provide service and the employer shall continue to make payments as per their contractual obligation during the dispute settlement process.

**3.29 Force Majeure Event**

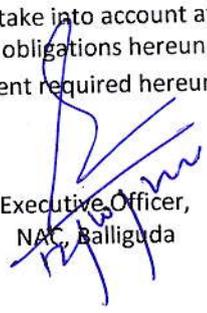
For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations impossible or as impractical as reasonable to be considered impossible in the circumstances

3.29.1 Any of the following events which are beyond the control of the party claiming to be overcome or prevent despite exercise of due care and diligence, and result in material adverse effect shall constitute Force Majeure event.

- (a) Earthquake, flood, inundation and landslide;
- (b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- (c) Fire caused by reasons not attributable to the operator or any of the employees, or agents of the operator.
- (d) Acts of terrorism
- (e) Any judgment or order of a court of competent jurisdiction or statutory authority in India made against the employer/operator in respect of the contract in any proceeding, which is non-collusive and duly prosecuted.
- (f) Early termination of this agreement for reason of national emergency or national security.
- (g) War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.

3.29.2 Force Majeure shall not include:

- a. any event which is caused by the negligence or intentional action of a party or such party's agents or employees, nor
- b. any event which a diligent party could reasonably have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder

  
Executive Officer,  
NAC, Balliguda

## Appendix-A

### Format for Technical Bid (on letter head only)

(All the documents must be self- attested)

Sl. No	Descriptions	Information to be filled by the tenderer (if required separate sheets may be enclosed)
1	Name , Address, Mobile No & E mail ID of Tenderer with complete contact details	
2	Type of Organization (whether proprietorship, partnership, private limited, limited company, NGO)	Registration certificate to be enclosed
3	Name & Address of the Directors/Proprietor/Partners	
4	Year of formation of the company. Copy of registration shall be enclosed.	Copy enclosed : Y/N
5	Year of experience in SWM work. certificate of at least 3 (three) from any govt. organization/PSU/ULB	Copy enclosed : Y/N
6	Name of one running contract's client	Copy enclosed : Y/N
7	Income Tax return for the FY 2016-17, 2017-18 & 2018-19 ( attach copies)	Year wise copy enclosed : Y/N
8	Audit Report for the FY 2016-17, 2017-18 & 2018-19 ( attach copies)	Year wise copy enclosed : Y/N
9	Average Annual financial turnover of the tenderer for the FY 2016-17, 2017-18, 2018-19 shall not be less than Rs 1 crore (Rupees One Crore only) for SWM work only.	Year wise copy enclosed: Y/N
10	Details of valid registration with statutory Authorities like EPFO and ESIC, etc (attach copies).	EPF Registration No: Copy enclosed : Y/N ESI Registration No: Copy enclosed :Y/N
11	(a) Month wise EPF deposit chalan for 200 workers for the FY 2019-20. (b) Month wise ESI deposit chalan for 200 workers for the FY 2019-20.	Copy enclosed : Y/N

12	Valid Labour contract certificate for minimum 200 nos. Of workers	Copy enclosed : Y/N
13	GST Registration No	Copy enclosed : Y/N
14	PAN Number No	Copy enclosed : Y.N
15	Details of Tender Document Fee & EMD Bid Cost DD No & Date EMD DD No & Date	DD enclosed : Y/N
16	Solvency certificate to the tune of minimum Rs. 20 lakhs (Twenty lakhs) issued by Revenue Authority/ Any Nationalized Bank	Copy enclosed : Y/N
17	Non Conviction Certificate from the Police Authority	Copy enclosed : Y/N
18	An affidavit on Non- judicial stamp paper of Rs.10/-duly notarized saying the tenderer has not been debarred and / or blacklisted by any Central Government and/ or ,any state Government. Department (S) and / or any PSU and the tenderer have not any litigation in any if the labour court(s).	Copy enclosed ;Y/N
19	Any other Information (if any)	

**Undertaking**

- (a) I/we hereby certify that all the information furnished above is true to the best of my knowledge. I have no objection to Balliguda NAC verifying any or all the information furnished in this document with the concerned authorities, if necessary. I/we am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my/our tender at any stage besides liabilities towards prosecution under appropriate law.
- (b) I/we also certify that, I/we have understood the complete scope of work; all terms & conditions indicated in the tender document & completely accept all of them.

**Seal & Signature of the Authorized Signatory**

## Appendix - B

**DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER (To be executed & attested by Public Notary / Executive Magistrate on Rs10/- non-judicial Stamp paper by the Tenderer)**

1. I/ We \_\_\_\_\_ (Tenderer) hereby declare that the Tenderer namely M/s. \_\_\_\_\_ has not been blacklisted or debarred in the past by Union / State Government or any Organization from taking part in Government tenders in India and has no litigation in any of the Labour Court(s).

2. In case the above information found false, I / we are fully aware that the tender / contract will be rejected/cancelled by Balliguda NAC and EMD / Performance Security shall be forfeited.

DEPONENT

Attested:

Name & Address -

(Public Notary / Executive Magistrate)

## Appendix – C

### PROFORMA FOR FINANCIAL BID (on letter head only)

Providing SWM Service, which includes sweeping, cleaning of roads, cleaning of drains, bush cutting, collection including door to door collection from residential households & commercial establishments, lifting of garbage to identified points/ MCC,MRF centers, cleaning of CT & PT Balliguda,etc. by using labourers & other equipments.		
Quoted rate of SWM Service for 13 nos. of ward, which includes Labour cost (excluding EPF & ESI), sweeping material cost, overhead charges, labour cess, etc against the description mentioned in Col. 2 of Table-1 (in Rs.)	EPF	ESI
1	2	3
In figure:	In figure:	In figure:
In Word:	In Word:	In Word:

### Declaration

I /we undertake that the payment to the employees will be made as per minimum wages rates prescribed by Govt. of Odisha from time to time under Minimum Wages Act & applicable statutory payments on account of EPF & ESI. We have gone through the terms & conditions stipulated in the tender document & confirm to abide by the same.

**Seal & Signature of the Authorized Signatory**