OFFICE OF THE MUNICIPAL COUNCIL, PARALAKHEMUNDI

e-mail:- parala.mply@gmail.com

Notice No. 3017

Dt207-/07/2024

E-procurement Notice

NAME OF WORK

Bid Identification No. 01/PKDM-2024-25

Engagement of Sanitation Outsourcing Agency for door to door garbage collection of waste, street sweeping, cleaning of drains, spraying of bleaching powder, other disinfectants, fogging of mosquito chemicals, bush cutting and cleaning and sanitation service (Day and Night) etc. including waste collection, dry and solid waste separation, packing / packaging of solid waste and stacking with primary and secondary transportation of waste to designated location under Solid Waste Management Rules 2016 including supplying the following vehicles and ancillaries including all cost and conveyance taxes etc. for Paralakhemundi Municipality (for Ward No. 1 to 12)

Cost of tender schedule	:	Rs. 10,000.00
Cost of EMD)	Rs. 3,00,000.00
Date and Time of availability of the		
Documents in the e-Tender portal	:	24.07.2024 from 10.00 AM to
		07.08.2024 up to 05.00 PM
Last Date of Receipt of Documents	:	12.08.2024, 5.00 P.M.
Date & Time of Opening		13.08.2024, 11.00 A.M.

Further details can be seen from the following portals i.e. https://tendersodisha.gov.in/nicgep/app or https://gajapati.odisha.gov.in or https://www.paralakhemundimunicipality.com

Executive Office

Paralakhemundi Municipality

Memo No. 3018 1

Dt. <u>₹</u> /07/2024

Copy forwarded to the I&PR Department, Odisha, Bhubaneswar with a request to publish the above Notice in two local odia and one English dailies once in one edition for wide publication as per I & PR rate up to maximum 50 Sq.cm. size. Complimentary copy of the Newspapers containing the tender call Notice may be sent to this office for reference and record and necessary payment.

FIM

Executive Officer Paralakhemundi Municipality

Memo No. 3019 /

Dt. <u>~3 /07/2024</u>

Copy to the District e-Governance Manager, Gajapati / MIS Computer Programmer, Paralakhemundi Municipality for information and requested to upload the tender call notice and detail tender documents in the district website for information of the public/prospective bidders.

1 mil Executive Officer

Paralakhemundi Municipality

Memo No. 3020/

Dt. _<u>23 /07/2024</u>

Copy submitted to the Tender Committee ¹Members of Paralakhemundi Municipality / The APD (Finance), DRDA, Gajapati for kind information and requested to make convenient to attend the tender opening on above scheduled time.

Executive Officer 129

Paralakhemundi Municipality

Memo No. 3021 /

Memo No. 3029 /

Dt. <u>~3 /07/2024</u>

Copy to the Chairperson, Paralakhemundi Municipality for favour of kind information.

Executive Officer

Paralakhemundi Municipality

Dt. <u>33 /07/2024</u>

Copy submitted to the Collector & District Magistrate, Gajapati/ the Project Director, DUDA, Gajapati for favour of kind information.

Executive Officer Paralakhemundi Municipality



PARALAKHEMUNDI MUNICIPALITY TENDER PAPER FOR

Supply of manpower for maintenance of Sanitation work and, sweeping and cleaning of roads & drains, Lifting of garbage and cutting of grass etc. 1 to 12 nos. wards of the Paralakhemundi Municipality, Gajapati

e-procurement Notice

INVITATION FOR BIDS (IFB) Bid Identification No.01/PKDM-2024-25

- Executive Officer, MUNICIPAL Council, PARALAKHEMUNDI invites On-Line Percentage Rate in double cover bid through *e-procurement* in conformity with the terms and conditions of the Detailed Tender Call Notice (DTCN)/ Bid Documents for the works mentioned in ANNEXURE – 'A' attached to this NIB from the intending bidders of respective classes mentioned against Work/Package.
- 2. Bid documents consisting of, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the website: www.tendersorissa.gov.in.
- 3. Bid must be accompanied with scanned copies of technical & financial documents towards cost of bid documents in shape of demand draft issued from any Nationalized Scheduled Bank may be prepared in the name of the **Executive Officer**, Paralakhemundi MUNICIPALITY, Paralakhemundi payable at **Paralakhemundi** separately for cost of tender paper cost of each Bid respectively as mentioned in Column.4.
- 4. Bids must be accompanied by scanned copies of financial documents towards E.M.D of the amount specified for the work in the table Col. 5 above, along with tender in the form of Term deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit duly pledged in favour of the Executive Officer, Paralakhemundi MUNICIPALITY, Paralakhemundi. Bank Draft, Pay order or Bankers cheque from any Bank in favour of Executive Officer, Paralakhemundi MUNICIPALITY, Paralakhemundi shall not be considered as E.M.D. Tenders not accompanied by E.M.D. as specified above will not be considered. No adjustment of E.M.D. from one work, to another will be entertained. Bidders desirous to hire machineries or equipments from outside the State are required to furnish 2% of the amount put to tender as Bid security.

- The Bid documents will be available in the website: <u>www.tendersorissa.gov.in</u> from 24.07.2024 at 10.00 A.M. to 07.08.2024 at 5.00 P.M for online bidding.
- 6. The bidder must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III.
- 7. Bids shall be received only "on line" on or before 07.08.2024 at 5.00 P.M.
- 8. Bids received on line shall be opened on 13.08.2024 at 11.00 A.M. in the office of the Executive Officer, Paralakhemundi MUNICIPALITY, Paralakhemundi in the presence of the bidders who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
- 9. After the date & time of receipt of bid is over, the original Technical documents and financial documents towards Bid security i.e. Demand draft towards cost of Bid documents shall be submitted in the office of the undersigned through Register Post or Speed Post only on or before 12.08.2024 at 5.00 P.M. and opening of Bid as specified at Para 08 above, during office hours on working days failing which the bid will be rejected.
- 10. The original documents of scan copies furnished in e-tendering process by the bidder shall be submitted within 2 (Two) days of opening of the tender for verification so-motto failing which the tender will be considered as Non responsive.
- 11. Other details can be seen in the bidding documents.
- 12. The authority reserves the right to cancel any or all bids without assigning any reason thereof.

13. The bidder should write the name of the work on the envelop of documents.

<u>Annexure-A</u>

SI. No	Name of work	Estimated cost (per year) in Rs.	Cost of Tender Paper in Rs.	EMD in Rs.
1	2	3	4	5
Ι	Providing Cleaning and Sanitation Service work Paralakhemundi Municipality	2,84,92,200/-	10,000/-	3,00,000/-

- The bid documents will be available in the website: <u>www.tendersorissa.gov.in</u> from 24.07.2024 at 10.00 A.M. to 07.08.2024 at 5.00 P.M for online bidding.
- The bidder must possess compatible Digital Signature Certificate (DSC) of Class-III or Class-III.
- > Bids shall be received only "online" on or before to 07.08.2024 at 5.00 P.M.
- Last date for submission of Technical Bids documents and Financial documents (i.e. Paper cost, EMD etc) on or before to 12.08.2024 at 5.00 P.M.
- Bids received online shall be opened on 13.08.2024 at 11.00 A.M. in the office of the Executive Officer, Paralakhemundi Municipality, Paralakhemundi.
- > Other details can be seen in the bidding documents.

Sd/-

Executive Officer, Paralakhemundi Municipality.

Eligibility Criteria

The Bidder must have following documents for technical evaluation criteria

- 1. The bidder must be a registered firm/Company/Association/Organization/NGO/ Contractor etc., having valid registration certificate.
- 2. GST registration certificate with latest three-month return.
- 3. PAN Card
- 4. Valid Labor License under Regulation & Abolition Act 1970 to be submitted
- 5. The bidder must have registered under EPF & ESI Act. And must have minimum of 50 workers under their payroll. ECR and challan for last 6 month wage must be submitted as proof of evidence.
- IT quotation of last 3 Financial Year along with statement of last 3 Financial Year certified by a regular C.A.
- 7. Experience Certificates of any three years for same nature of work at any ULB in Odisha.
- 8. The Annual Turnover of the agency should be more than 3.00 crore of Indian Rupees.
- 9. Must have branch office within Paralakhemundi Municipality after getting the tender.
- 10. Affidavit certifying that agency has not black listed in any Govt. Sector.
- 11. Bids must be submitted in double cover system (Technical & Financial Bid)
- 12. Must submit scanned copies of vehicle details or affidavit of lease agreement in technical Bid.
- 13. The Bidder who scores at least 50 marks out of 100 marks in Technical Evaluation shall qualify for financial bid opening.
- 14. In the Financial bid, the bidder with the lowest price shall be awarded the contract. However, in the case two or more bidders quote the same lowest price, then the bidder secured with the higher mark in the technical evaluation shall be awarded the contract. However, if both the technical marks and quoted rate in the financial bid of the bidders will be same, then in that case, the selection of the tender shall be decided on the basis of transparency lottery system.

NOTE: This financial Bid will be taken into consideration only if all the points in technical bid is satisfied.

Executive Officer, ParalakhemundiMunicipality

<u>Chapter-1:</u> GENERAL TERMS AND CONDITIONS: Instructions to bidders:

- 1.1 The bidders are required to inspect and assess the entire geographical area of Parlakhemundi Municipality and quote their rates of the Labour charges and Material Component Charges for sweeping, bush cutting, drain cleaning including lifting of MSW and disinfecting collection points and spreading disinfectants like bleaching powder, Anti-larva Oil, Phenyl etc. which will be supplied by Paralakhemundi Municipality.
- 1.2 The Bidders are expected to examine all the instructions, terms and specifications in the bid documents, failure to furnish all information as per the bid document & submission of bids not substantially responsive to bid document in every respect will be at bidder's risk and shall result in rejection of the bid.
- 1.3 The bidder must have his establishment at Paralakhemundi, appropriate resources, necessary expertise, requisite manpower and supervisory ability to undertake the work.
- 1.4 The bidder should have 3 years' experience in similar nature of work.
- 1.5 The bid is meant for carrying out the work for a period of One year, Paralakhemundi Municipality, may be extended another one year with same terms and conditions if performance is found to be satisfactory.
- 1.6 Incomplete bid is liable for rejection.
- 1.7 Letter of authorization for representing the manpower service providers/ registered firm/ registered NGO/Entrepreneur/Private company and to sign the bid document should be enclosed along with the bid document.
- 1.8 Bids containing overwriting, additions, alternations, erasures, obliteration and other discrepancies should be properly attested all corrections made by them.
- 1.9 The bidders shall sign in every page of the tender documents and submit all of them. The Bidders should quote rates both in figures and in words, wherever is there is a difference between the rate quoted in figures and words, the rate quoted in words will be taken as correct.
- 1.10 The tender has been invited under two bid system i.e. the Technical Bid and the Financial Bid. The interested agencies are advised to submit technical bid separate sealed envelopes superscribing on the envelope for Execution of Sanitation Work under Paralakhemundi Municipality for Technical bid & for Execution of Sanitation Work under Paralakhemundi Municipality. "Tender for execution of sanitation work under Paralakhemundi Municipality."
- 1.11 The tenderer is being permitted to give tender in consideration of the stipulations on his part that after submitting his tender, he will not withdraw from his offer or modify the terms and conditions thereof.
- 1.12 The tender is liable to be rejected if complete information as required is not given therein or if the particular asked for in the schedules to the tender is not fully filled in along with all essential documents required for Technical Bid.
- 1.13 No interest shall be payable on the amount of Earnest Money & Performance guarantee in any case.
- 1.14. Any bribe, commission, or advantage offered or promised by or on behalf of the tenderer to any officer or servant of the ULB shall (in addition to any criminal liability which the tenderer may

incur) debar his tender form being considered. Canvassing on the part or on behalf of the tenderer will also make his tender liable to rejection.

- 1.15. Service is required on all working days. However, the agency will have to work on holidays also. No extra remuneration would be paid for such holiday works.
- 1.16. Before deployment of workers in the Sanitation work, the contractor shall ascertain their age. He/she shall also ensure that no worker should be minor.
- 1.17. The revised minimum rates & wages will be applicable to the tenderer as notified by Labour & ESI Department, Government of Odisha from time to time.
- 1.18. At any time prior to the proposal due date, Paralakhemundi Municipality may, for any reason, at its own initiative, modify the NIT document by the issuance of Addenda.
- 1.19. If the tenders are called for interview, then the tenders will come at their own expense and without any obligation, if called upon to do so, to interview with the Executive Officer, Paralakhemundi Municipality (or an officer authorized to act on his behalf), as the case may be at their own expense.
- 1.20. Notwithstanding anything contained in this Notice Inviting Tender (NIT),Paralakhemundi Municipality 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.
- 1.22 Quoting abnormally low rate/high rate, tender will be rejected. The Bidder has to quote Minimum Service charge of 3.85% and Maximum 7.5% on total labour cost as mentioned Financial Bid Table-A (Sl.No 2) and quote total expenditure of Material Component as prescribed in Table-B (the authority is not liable to explain the tenderer the details of the rate so estimated).
- 1.23 For all intents & purposes, the Man Power Service Providers / Regd. Firms / Regd. NGO / Regd. Private Companies/ Entrepreneur/Contractor shall be "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed for sanitation work. The persons so deployed by the Man Power Service Providers / Regd. Firms / Regd. NGO / Regd. Private Companies/ Entrepreneur/Contractor shall not have any claim whatsoever like Employer & Employee relationship against the Executive Officer, Municipal Administration, Paralakhemundi.
- 1.24 The annual turnover of the agency should be more than 3.00 cr. Indian Rupees.
- 1.25 The claims in bills regarding Employees State Insurance, Provident Fund, should be necessarily accompanied with documentary proof pertaining to the previous month bill. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished, at the discretion of this office.
- **1.26** The agency shall indemnify the Paralakhemundi Municipality against any claim, losses, damages concerning to workers/ employees during the contract period

Executive Officer Paralakhemundi Municipality

Signature of Bidder with Seal

CHAPTER-2

SCOPE OF WORK

Selected Contractor / Agencies will be undertaking Sanitation works (i.e Wards 1 to 9) Complete location and ward details enclosed at Annexure-I

2.1 Sweeping, Garbage Collection of Solid Waste:

The entire geographical area of ward should remain always clean i.e throughout twice of the day. The Solid wastes are to the 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 fecal waste, dead animals including remnant of road sweepings etc.

2.2 Cutting of bushes & Cleaning of drains:

The bushes & shrubs and conservancy lanes are to be cleaned by the agency, the road side drains are also to be cleaned i.e. removal of polythene, paper, foreign material and other floating materials to avoid chocking of the drains and the MSW generated are to be accumulated in the dustbins/garbage bins placed on the road side and temporary collection points identified by Paralakhemundi Municipality from which daily lifting is to be made to the temporary transfer stations identifies by Paralakhemundi Municipality as per the scope of work mentioned in item. The road side bushes/grasses will be cut at a regular interval and the same will be transported and dumped.

2.3 Transportation of Solid Wastes:

2.3.1 The Contractor and agencies will engage required numbers of vehicles for transportations of waste collected from road sweeping & road side waste after segregating them into dry and wet waste category to the respective MCC and MRF site for recycling. Separate transportation or compartmentalization of the carrier of the vehicle should be done for transportation of wet and dry waste separately. The segregated waste must be sent to Wealth Centers. The Contractor and agencies will also require to lift the construction and demolition waste. They will also arrange required number of vehicles to transport the slit generated from drain cleaning and C&D waste to the land identified by the ULB. All the vehicles to be used by the Contractor / agencies must be in the ownership of their firms. The contractor/agencies are required to submit the copy of ownership of vehicle or agreement copy in case of hired vehicle. Logbook of each vehicle engaged through contractor agencies will be maintained on daily basis by the concerned driver of the vehicles.

- 2.3.2 The cleaning of roads shall be done twice a day. The work shall be carried out in such a manner that the morning shift cleaning work shall be completed latest by 10.00 AM. Similarly, the afternoon session cleaning and garbage loading works should be completed latest by 7.00 PM or as per the direction of Executive Officer or Officer-in-charge Paralakhemundi Municipality. However, the total working hours should not exceed more than 8.00 hours in a Day. The work should be done by combine using specified laborers, vehicles, machinery, equipment's etc.
- 2.3.3 Night Cleaning should be made in the commercial areas which is a mandatory condition in the sanitation work.

2.4 Spraying of Mosquito Larvicidal Oil in Drains:

The Contractor/Agencies will engage required number of manpower with spraying machine for spraying of mosquito larvicidal oil in different drains of Paralakhemundi Municipality in an interval of one week regularly. The Mosquito larvicidal oil will be supplied by the Municipality.

2.4 Spraying of Bleaching powder and Phenyl :

The Contactor/Agencies will engage required number of manpower for spraying of Bleaching powder at road sides and any public places. And phenyl will spray at drains, after disposal of dead bodies etc.

2.5 Disposal of Dead Bodies:

2.5.1 All unidentified human dead bodies referred by the police will be buried at burial ground, Paralakhemundi. For one dead body, the Municipality will pay Rs. 1000/- extra special wages to the laborers engaged for this burial purpose. The service provider will submit the muster roll of labour, duly certified by Sanitary Inspector and Health Officer along with the requisition letter of Police for payment.

2.5.2 All animal dead bodies will be disposed of at our landfill site; after receiving the requisition letter from public/official, the labour engage by contractor/agencies will dispose the dead bodies. For this purpose, the following special wages will be paid to the labour engage by the contractor / agencies. Big Cow/Ox = Rs 1000/-. The contractor / agencies will submit the muster roll duty certified by Sanitary Inspector and Health Officer along with the requisition letter for payment.

2.6 Drain Cleaning:

The floating materials of open drains will be cleaned by the sanitation workers of contractor/agencies on every alternate day in a week and once in a month the drains to be desilted. The contractor/agencies can adopt advance technique by using mechanical means for drain cleaning on priority basis. All the drains should be cleaned and executants have to ensure free flow of drain water in each drain round the clock.

2.7 Engagement of Sanitation Worker

In case of any natural calamities/festivals/observation days/District Administration programs contractors/agencies must depute laborers to work in ULB area and other area also as per order by Municipality/ District Administration.

2.8 Provision of Equipment for Cleaning and Sanitation Purpose

The Municipality will arrange the required equipment's for cleaning and sanitation work for sweeping, cleaning, drain cleaning and all type of sanitation work such as Jhadu, Jhudi, Nali Fauda, Fold Fauda, Plain Fauda, Pick axe, Saabal, Belcha, Wheel barrow, long handed fouda etc.

2.9 Provision of Personal Protection Measure for Sanitation Worker

The Municipality will provide the personal protection equipment to the sanitation worker engaged by the agencies such as Hand Gloves, Gum Boots, Gum, Masks, Umbrella and Rainy Coats etc. Again Soap, Detergent will be provided to the sanitation worker on weekly basis. The regular health checkup of sanitation workers will be arranged by the contractor/agencies in Govt. Hospitals.

2.10 Provision of Photo ID and Uniform of Sanitation Worker

The Sanitation workers engaged by the contractor/agencies must wear the personal photo ID card issued by the contractor/agencies. The Municipality will also provide two pair of Uniform & apron to the sanitation worker once in a year along with Gloves, Mask and Gum Boots. The Sanitation worker having no Photo ID or Uniform will be disallowed to perform the duty on that day.

2.11 Citizen Grievance Redressal

A complaint registers as per the proforma given by the Executive Officer; Paralakhemundi Municipality will be maintained at the office of the service provider. The complaints received from the public as well as the instructions given by Sanitary Inspector, any Sanitation related staffs, Executive Officer and Chairperson,

Paralakhemundi Municipality will be noted down in that register. The complains received from the public will be addressed by the contractor/agencies in the time frame as detailed below:

- Disposal of dead body Animal : Immediately
- Cleaning and Sweeping
- Lifting of Waste \geq
 - Cleaning of Drain
- : Immediately : within 02 hours
- : within 24 hours

Executive Officer Paralakhemundi Municipality

Signature of Bidder with Seal

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CHAPTER-03

IMPORTANT INSTRUCTIONS AND OTHER CONDITIONS:

3.1 Period of Engagement

- a. The contractor/agencies shall sign the contract within 07 days of issue of letter of award/intimation.
- b. The engagement shall be for a period One year from the date of signing of contract.
- c. The Contract may be extended for a maximum period of another one year with same terms and conditions, if performance is found to be satisfactory as per due assessment.

3.2 Award of Contract

3.2.1 The Bidder making the lowest Financial Offer would be declared as the Preferred Bidder

3.2.2 Failure of the Successful Bidder to comply with the requirements of Clause mentioned in the NIT shall constitute sufficient grounds for the annulment of the Bid. In such an event, Paralakhemundi Municipality reserves the right to

a. Either invite the next lowest Bidder for negotiations.

Or

b. Take any such measures as may be deemed fit in the sole discretion of Paralakhemundi Municipality, including annulment of the bidding process.

3.2.3 The Selected bidder shall have to execute a contract with the authority within 07 days from the date of receipt their bid as communicated to them. The terms and condition, terms of reference of this Bid along with documents and information provided by the selected bidder shall be deemed to be integral part of the contract. Before execution of the contract, the selected bidder shall have to deposit the **EMD and Performance Security Deposit** as mentioned in Para 3.4.

3.3 Allotment of Work

- 3.3.1 In case there are two or more bidders quoted the same lowest financial offer, then successful bidder will be selected through lottery system in presence of contractor /agencies.
- 3.3.2 An agency/contractor can accept work orders of one or all.
- 3.3.3 In case agencies/contractor succeeded in getting work order for all proposals, then the concerned contractor/agencies can choose one or all.

3.4 Earnest Money Deposit & Performance Security

The successful bidder has to furnish 3 % Performance Security deposit of total contract value (of 1 years) to be deposited to the Executive Officer, Paralakhemundi Municipality, Paralakhemundi in shape of TDR from any Nationalized / Scheduled Bank with in India.

The authority in the following circumstances can forfeit it.

- 1. When any terms or the condition of the contract is infringed or violated.
- 2. When the contractors /agencies fail in providing the required services satisfactorily.

3.5 Commencement of Service

3.5.1 The selected contractor/agencies is required to start the sweeping, collection, segregation and transportation service in the concerned ward within 07 days of signing of contract.

3.5.2 The Contractor/agencies must submit weekly sanitation log book related to sweeping,drain cleaning,garbage lifting etc. The log book will be verified and singed by Sanitary Inspector every week and the monthly bills will be verified before sanitary inspector.

3.6 Payment and Price Validity

- 3.6.1 The contractor/agencies shall be paid on monthly basis as per the contracted rate. The price shall be made as per quoted rate.
- 3.6.2 While the bill for 1st month shall be paid after submission of bill for that month, but payment from 2nd month onwards shall be made after statutory payments of statutory dues such as PF,ESI etc for the previous month.
- 3.6.3 The price as quoted by the contractor/agencies shall remain unchanged during the contract period except in case of revision in daily wages act if the contracted amount is below the recommended rate as applicable.
- 3.6.4 TDS as applicable shall be deducted from the payment as per the Income Tax Act.
- 3.6.5 The Contractor/agencies will ensure that workers engaged by them must receive their entitled wages in time. In view of this the following procedure will be adopted.
- 3.6.5.1 Contractor/agencies shall pay their entitled wages by 7th day of every month without waiting for payment from the Municipality.
- 3.6.5.2 Payment to such workers must be made by the agency through **e**-transfer only.
- 3.6.5.3 The contractor/agencies shall be responsible for contribution towards EPF & ESI as applicable behalf of the man power deployed by the contractor/agencies in Paralakhemundi Municipality.
- 3.6.6 The payment of monthly bill to the reg. contractor / agencies has to be made through A/c payee Cheque /RTGS/NEFT only. No cash payment can be made to them.

3.7 Tools and Plants

- 3.7.1 The contractor and agencies have to arrange his/their own tools and plants for cleaning, sanitation work, and collection of waste.
- 3.7.2 The Municipality authority will provide disinfectants and other chemicals required for sanitation etc.
- 3.7.3The contractors/ Agency shall engage tractors with trolley as per requirement minimum 8hours per day.
- 3.7.4 The vehicles to be engaged by Agency for transportation of solid wastes must be in good running condition.
- 3.7.5The drivers of the vehicles must have valid driving license.
- 3.7.6The contractor/agencies shall bear the following: -
- 3.7.6.1 The salary and others expenses of the drivers and other employees attached to the vehicle.
- 3.7.6.2 The cost of fuel and other lubricants.
- 3.7.7 The contractor/agency shall also maintain the log book of the vehicle utilized during the sanitation work and produce to the office along with monthly bill.
- 3.8 In case of requirement for transportation of solid wastes generated from all sources beyond 08 KM, the extra amount of transportation will be paid as per scheduled of rate of the estimated volume/quantity of garbage.
- 3.9 The contractor and agencies have to provide the **Hydraulic Excavator of 1 cum and 2 cum bucket** as and when required by the office. The amount will be paid separately in hourly basis as per Govt. rate i.e. SoR.

3.10 In case the contractor/agencies willing to hire the Office vehicles, the hire charges as fixed by the Municipality will be deducted from the monthly bill.

3.11 Penalty

If the Agency will not performed the sanitation work to the satisfaction of Paralakhemundi Municipality authorities in any particular day or will not respond to any complaint received from general public regarding sanitation work within four hours receiving complaint at the Municipality Office, then the Paralakhemundi Municipality is at liberty to either engage and substitute manpower for sweeping, bush cutting, drain cleaning engage own vehicle, hired vehicles for lifting the pending MSW, etc. & recover the expenditure incurred therein as per the estimated cost by Paralakhemundi Municipality or may impose penalty up to **0.5% of monthly agreement value**, in which the decision of the Executive Officer will be final and binding, which shall be recovered from the monthly bill of the Agency. However, no penalty shall be applicable during extra ordinary circumstances i.e. riot, disaster& bandh for the affected localities

3.11 Termination of Contract

The Authority 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 the events specified in paragraph (a) to (d) below to terminate this contract.

- a. If the operator fails to achieve any item of performance specified at Chapter 2 for a continuous period of 4 months.
- b. If the operator falls 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 at least three times during a year and a show cause notice has been issued to him to this effect.
- c. 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.
- d. If the operator submits to the employer 3 false statement which has a material effect on the rights, obligation or interests of the employer and which the operator knowingly raised.
- 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.
- f. If the employer, in its sole discretion and for any reasons what so ever, decided to terminate this contract.

3.12 Paralakhemundi Municipality shall have the right to add or delete any condition (s) to and from the agreement as and when necessary for smooth management of sanitation work.

3.13 Paralakhemundi Municipality shall have the right to enhance labour quantity and alter any scope of work and category of labour in future when necessary for smooth management of sanitation work.

3.14 Legal Jurisdiction / Settlement of Dispute

3.14.1 All legal matters are subject to be in Jurisdiction of Paralakhemundi, Gajapati.

3.14.2 If any dispute with regard to the interpretation, difference or objection whatsoever arises in connection with or arises out of the agreement, or the meaning of any part thereof or on the rights, duties or liabilities of any party, the same shall be resolve through negotiation. Alternatively, the dispute may be referred to the Collector & District Magistrate, Gajapati, whose decision shall be final and binding on the parties.

3.15 Right to Accept and Reject any Proposal

The Municipal Authority / Institution / Tender Inviting Authority reserves the right to accept or reject any proposal at any time without any liability or any obligation for such rejection or annulment and without assigning any reason thereof.

Executive Officer Paralakhemundi Municipality

13

TECHNICAL BID FORMATS CLEANING AND SANITATION SERVICES

AT PARALAKHEMUNDI MUNICIPALITY DIST: Gajapati

TECHINICAL EVALUATION

SI.No	Evaluation Parameters	Total Mark	Criteria for award of Mark
1.1	Year of Registration (To be counted from the date of Initial Registration of the Agency)	15	 3 years to 5 years : 05 marks > 5 to 10 years : 10 marks Above 10 years : 15 marks
1.2	Experience of managing man power services in sanitation works / SWM works of the ULBs in the State of Odisha only	15	 > 3 years <5 years : 05 marks > 5 to 10 years : 10 marks Above 10 years : 15 marks
2	Average Turn Over Certificate for Last 3 Financial year (2020-21, 2021-22 and 2022-23) with UDIN no.	20	 > 50 Lakhs: 10 marks > 50 lakh to 03crore : 15 marks Above 03 Crore : 20 marks
3	Experience in handling ULBs in similar nature of work with strength of sweepers in single work order (To be determined from single work order or single Experience Certificate in last Five Year)	15	 50 - 100 : 05 marks 101 - 150 : 10 marks Above 150 : 15 marks
4	Current strength of the organization (To be determined from payment confirmation slip of EPF for last 3 months up to June-2024)	20	 Up to 100 persons : 05 marks 101 - 300 persons : 10 marks 301 - 500 persons : 15 marks Above 500 persons : 20 marks
5	Valid ISO Certificate	10	 ISO 9001 : 3 marks ISO 14001 : 3 marks ISO 45001 : 4 marks All of three : 10 marks
6	Work Plan Presentation	05	 Presentation of the only work plan through PPT not more than 10-15 minutes. Total Marks : 05 marks

Executive Officer Paralakhemundi Municipality

CHECK LIST

(Please arrange the documents serially in the following order and do the page numbering of the entire bid document and mention in the page no. in the column "Page No" against the particulars in the check list as mentioned below for ease of scrutiny)

SI No	Particulars	Whether submitted (Yes/No)	Remarks
1	EMD		
2	Bid document (Original)		
3	Form-1 (Forwarding letter)		
4	Form-2 (profile of Agency)		
5	Copy of the Contractor / Agency Registration Certificate		
6	Copies of the EPF, ESI Registration Certificate		
7	Copy of I.T Return, Balance Sheet, P & L Statement & Audit report for preceding 3yrs 2020-21, 21-22&22-23.		
8	Form 3 (Scanned copy of Annual average turnover Certificate from a C.A)		
9	Experience Certificate for three years of similar nature of work not below any ULB rank.		
10	Copies of work order contract certificate from the clients in support of cleaning and sanitation services executed in support of the information		
11	Form 4 -Affidavit that their firm has not been blacklisted by any municipality or Govt. Dept. of the state in the past.		
12	Form 5 (Anti collusion certificate format)		
13	Affidavit regarding no immediate blood relation of the owner/ proprietor of the bidder is a staff/ employee of Paralakhemundi Municipality.		
14	Any other document (copy of ownership of vehicle or agreement paper for hired vehicle etc. as required)		
15	Any affidavit must submit regarding genuineness of documents.		
16	Others, if any Tender Paper Cost DD/Cash		

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 document.

Executive Officer Paralakhemundi Municipality

<u>FORM 1</u>

TENDER SUBMISSION FORM

(On the letterhead of the agency)

То

The Executive Officer, Paralakhemundi Municipality,

Re: NIT No. ____ Dated. ____ (Pl. mention the Proposal of Work)

Dear Sir/ Madam,

I/We, the undersigned, offer to provide the Cleaning and Sanitation Services at Paralakhemundi Municipality. We are hereby submitting our Proposal, which includes this Technical Proposal and a Commercial Proposal sealed under a separate envelope.

I/We hereby declare our Confirmation of acceptance of the Conditions of Contract mentioned in the NIT document under reference cited above.

I/We hereby declare that all the information and statements made in this proposal are true and accept that any of our misrepresentations contained in it may lead to our disqualification.

Our proposal shall be binding upon us for a period of 180 days from the date of bid opening, subject to the modifications resulting from Contract negotiations you may subsequently carry out with us to accept our bid. If we are assigned the work during the period of validity of the proposal, I/we undertake to carry out the same as per the terms and conditions of this tender document.

I/we hereby declare that my company has not been debarred/ black listed by any Government/ Semi Government Organizations. I further certify that I am the competent authority in my company authorized to make this declaration.

I/We understand you are not bound to accept any proposal you receive.

Yours Sincerely,

Authorized Signatory [In full and initials] ______

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

(Organization Seal)

<u>FORM 2</u>

PROFILE OF THE AGENCY

Name of the Agency/Contractor	
Office Address	
Status of the Agency/Contractor (Whether registered under Company / Firm / Society / Trust)	
Name of the Chief Executive and authorized Signatory	
Telephone Nos:	
Mobile:	
Email Id (Official email id for correspondence, if any)	
Date of Establishment	(Furnish copy of the Registration Certificate of the Agency)
GST Registration Mo.	(furnish copy of the GST Registration of the Agency)
EPF Registration No.	(furnish copy of the EPF Registration Certificate of the Agency)
ESI Registration No.	(furnish copy of the ESI Registration Certificate of the Agency)
Income Tax No. (PAN)	
(User Regd. No. & Place)	(furnish copy of the PAN)
No. of branch offices in Odisha with location details	
Bank Details of the Bidder. The bidders have to furnish the Bank Details as mentioned below for return of EMD /Payment for services if any (ifselected)	Affidavit

Authorized Signatory [In full and initials]: _____

Name and Title of Signatory: ____

(Organization Seal)

FORM 3

ANNUAL AVERAGE TURN OVER STATEMENT

(To be furnished in the letter head of the Chartered Accountant)

The Annual Turnover of M/s ______ for the last 3

financial years are given below and certified that the statement is true and correct.

Sl. No.	Financial Year	Turnover in Rs.
1	2020-21	
2	2021-22	
3	2022-23	
Avera	ge Annual Turnover in Rs.	

*Provisional audited statement shall not be considered.

Date:

Signature of Chartered Accountant

Place:

(Name in Capital) Seal

Membership No.

Note:

- 1. To be issued in the **letter head** of the Chartered Accountant with membership No
- 2. Also attach photocopies of the audited P/L account of **each year highlighting** the **turnover** in support of that.

FORM 4

Affidavit that their firm has not been blacklisted by any Municipality or Govt. Dept. of the state in the past.

<u>Affidavit</u>

I, M/s.

We further confirm that we are aware that, our proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during in agreement period.

Date this20

Authorized Signatory/ Signature [in full and initials]: _____

Name and Title of Signatory: _____

(Organization Seal)

<u>FORM 5</u>

Anti - Collusion Certificate

I/We hereby certify and confirm that in the preparation and submission of our proposal for Cleaning and Sanitation Services at Parlakhemundi Municipality under this NIT reference No. ______, I/We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant proposal.

Date this20

Authorized Signatory/ Signature [in full and initials]: ______

Name and Title of Signatory: _____

(Organization Seal)

FORM-6

AGREEMENT

This Agreement is made on this _____ day of _____ between the Executive Officer, PARALAKHEMUNDI MUNICIPALITY 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-inafter called the "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 Laborers and equipment for engaging in Sanitation work within the jurisdiction of MUNICIPALITY / Office;

And whereas the "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 terms and conditions of the agreement to the "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 "Service Provider", the "Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as Daily Laborers for engaging in Sanitation work within the jurisdiction of Paralakhemundi Municipality on daily wage basis in conformity with the provisions of the Terms and Conditions.
- 3. That the "Authority" hereby further agrees to pay the "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 ______.

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 Service Provider

Signature of Bidder with Seal

Signature of the Authority Authorized an officer acting in the premises

In the presence of witness:-

	Witness		Witness
1.	Name	1.	Name
	Address:		Address:
2.	Name	2.	Name
	Address:		Address: