

OFFICE OF THE NOTIFIED AREA COUNCIL, KASHINAGAR

e-mail:- kasinagarn.hud@nic.in

Notice No. 2113

Dt. 27/12/2024

E-procurement Notice

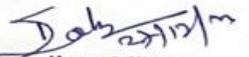
Bid Identification No. KNGR/NAC/01/2024-25

NAME OF WORK : 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 NAC Kashinagar

Cost of tender schedule : Rs. 5,000.00
Cost of EMD : Rs. 50,000.00
Date and Time of availability of the Documents in the e-Tender portal : 02.01.2025 from 10.00 AM to 13.01.2025 up to 05.00 PM
Last Date of Receipt of Documents : 15.01.2025, 5.00 P.M.
(Only By Registered Post/Speed Post/Person)
Date & Time of Opening : 16.01.2025, 11.30 A.M.

Further details can be seen from the e-procurement portal i.e.
<https://tendersodisha.gov.in/nicgep/app>.

Memo No. 2114 L


Executive Officer
NAC Kashinagar
Dt. 27/12/2024/

Copy forwarded to the I&PR Department, Odisha, Bhubaneswar with a request to publish the above Notice in two respective dailies **once in one edition** (i.e: **Anupam Bharat**) 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.


Executive Officer
Kashinagar NAC

Memo No.

2115 L

Dt. 27/12/2024/

Copy to the District e-Governance Manager, Gajapati 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 from 10.00 A.M. of 02.01.2025 to 5.00 P.M. of 13.01.2025.

Sob 27/12/24
Executive Officer
Kashinagar NAC

Memo No.

2116 L

Dt. 27/12/2024/

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

Sob 27/12/24
Executive Officer
Kashinagar NAC

Memo No.

2117 L

Dt. 27/12/2024/

Copy to the Chairperson, Kashinagar NAC for favour of kind information.

Sob 27/12/24
Executive Officer
Kashinagar NAC

Memo No.

2118 L

Dt. 27/12/2024/

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

Sob 27/12/24
Executive Officer
Kashinagar NAC

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 resulting in rejection of bid.
2. Bidder should have appropriate resources, establishment set up necessary expertise, requisite manpower, proper coordinating and supervisory ability to undertake the work.
3. The bid is meant for carrying out the work for a **period of one year**.
4. The conditional and incomplete bids are liable for rejection.
5. The bid shall be received by partnership firm / sole proprietorship firm / SHG/ Company having registered / incorporation address in Odisha only duly registered for cleaning and sanitation services with the appropriate authority, otherwise the bid will be rejected out-rightly.
6. Letter of authorization for representing the registered firm / private company / SHG and entrepreneur to sign the bid document should be enclosed along with the bid document.
7. 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.
8. 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.
9. **The Overhead charges and Contractor Profit quoted should be minimum 2%.**
10. **The selected bidder should provide required numbers of tractors with hydraulic trolley and with fuel and driver at an amount of Rs.447.31/- per Hour (Rupees Four Hundred Forty Seven and Thirty One Paise Only).**
11. **Financial bid will be opened after evaluation of technical bid.**
12. **If more than one bidder quote equal rate then the tender accepting authority will finalize the bid through a transparent lottery system.**

**Checklist of Documents to be Enclosed with Tender towards
eligibility as per Bid-document & Tender Call Notice**

Sl. No.	Name of Documents	Documents to be submitted		Page No
		Submitted	Not Submitted	
1	Tender paper cost in Original			
2	EMD (Fixed) in Original			
3	Copy of Business/Enterprise Registration Certificate			
4	Copy of PAN /TAN Card			
5	Copy of Labour License			
6	Copy of EPF registration certificate			
7	Copy of ESI registration certificate			
8	Copy of Service Tax registration certificate /Valid GSTIN			
9	Copy of financial turn over certificate for the preceding FY			
10	Copy of Audit report for the preceding FY			
11	Copy of Income Tax return for the preceding FY			
12	Copy of experience certificate from concerned authority (if any)			
13	Copy of Proof of Establishment			
14	Affidavit in Original of not blacklisted			

Detailed Tender Call Notice

Engagement of Outsourcing Agency for door to door collection of segregated 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 machineries and ancillaries including all cost and conveyance taxes etc. for NAC Kashinagar.

A. SCOPE WORK:

1. Sweeping of Garbage and collection of Solid Wastes:

The entire geographical area of ward should remain always clean i.e. throughout the day. The solid wastes are to be collected from various sources of its generation throughout the identified area, from domestic door to door, market places including commercial / Industrial / Institutional units and from dustbins / Garbage bins placed by various commercial units by BoVs / Tricycles / Pushcart within the specified area. The 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. The executing agency after daily collection shall have to ensure complete removal of entire wastes from the specified areas to the full satisfaction of the officer-in-charge from NAC Kashinagar, and in case, the agency does not comply to the instructions of the officer-in-charge of NAC Kashinagar, the later may engage any other agency for removal of such wastes which has not been collected by the executing agency and in such case, the cost of collection and removal through the other agency shall be recovered from the bills of the original executing agency.

3. Transportation of segregated wastes (Dry & Wet)

The wastes collected from different places inside the specified area shall have to

be suitable loaded into transporting vehicles as per requirement and shall have to be transported to the approved dumping yard/ Wealth Centres identified by the Officer-in-Charge of NAC Kashinagar, and the waste will be unloaded by the agency

The cost of transportation should include the cost of labourers for the loading and the unloading of wastes into and out of the vehicles respectively and the wages of the drivers attached to the vehicles. The agency shall have to provide vehicles as per requirement to match the daily program chalked out by him and duly approved by Sanitary Inspector / Executive Officer. In no case, wastes generated in a day shall be retained in the area for more than 24 (twenty four) hours.

Brief description and other scope of works

- i. Engagement of Outsourcing Agency for engaging in sanitation work like street cleaning, removal of sludge, lifting of garbage within the jurisdiction of NAC Kashinagar. The solid waste so collected shall have to be segregated, separated in dry & Wet and stacked at temporary sites to be lifted by vehicles for suitable dumping.
- ii. 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 Kashinagar may deploy labourers to carry out work of important nature as appears to the authority at NAC Kashinagar, 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 Kashinagar.
- iii. Road sweeping should normally be both in Morning / afternoon / nights per decision taken by the authority.
- iv. All the drains should be cleaned and executants have to ensure free flow of drain water in each drain round the clock.
- v. Door to door garbage collection shall commence from 6.00 A.M. onwards

with mechanism to alert the local domestic inhabitants / commercial institution etc. facilitating ease of access to proper services.

- vi. All the dust bins shall be cleaned daily and that in no bin, the garbage will be deposited creating unhygienic environment.
- vii. All the collection equipment, other tools and plants like pushcart / tricycle / wheelbarrow etc shall be supplied by the NAC Kashinagar but Gloves, apron, broomstick / basket / fawda / Gainty etc. minor tool & Plants shall be supplied by the bidder or as per decision taken by the authority
- viii. The service provider shall supply dress to the sweeper and supervisor as per the prescribed dress code for easy identification.
- ix. The service provider has to deploy manpower for periodical spraying of insecticide / rodenticide / pesticide for removal of flies / rodents / pests etc. for which required chemicals to be supplied by the NAC Kashinagar.
- x. Similarly, phenyl, bleaching powder, malaria oil and other disinfectant will have to be sprayed in drains and other required locations in co-ordination with the Zamdar, Sanitary Expert and SBM Nodal Officer of NAC Kashinagar. Basic requirements such as Soap, Gum-boot and other equipment required for doing sweeping, cleaning and lifting work of garbage shall have to be provided to the sanitation workers by the service provider without any extra financial implications to the NAC Kashinagar.
- xi. 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. As such, apart from Sunday and to some extent, other National Holiday, minimum leave as per Labour Law will have to be extended so that no disruption is resulted in rendering the sanitation work.
- xii. 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, The list for deployment of staff at various sites with specification of area resigned to be submitted to ensure coverage of

almost all the area of NAC Kashinagar. The service provider will have to **keep in regular contact** with the Sanitary Inspector / Executive Officer and other concerned officials of NAC Kashinagar in daily performance of sanitation work.

B. IMPORTANT INSTRUCTIONS AND CONDITIONS.

1. It is a Single cover bid system containing both technical & financial bid and should be sent through Registered post/Speed post/person only.
2. The successful bidder will have to deposit **Rs. 50,000.00 (Rupees Fifty Thousand) only as the Security Deposit (S.D.)** in shape of cash / Demand Draft / Bank Deposit / STDR or N.S.C. duly pledged in favour of Executive Officer, NAC KASHINAGAR. at the time of agreement as **Security Deposit**.
3. The bidder should quote rates both in figures and in words, wherever if there is any difference between the rate quoted in figures and words, the rate quoted in words will be taken as correct.
4. The rate should be quoted for entire operation described in scope of work per annum lump sum including the charges of PF, and other admissible taxes/charges as required for the purpose. The copy of which to be submitted by the time of preparation of bills.
5. The authority at NAC, KASHINAGAR reserves the right to reject / Impose 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.
6. In case there are two or more bidders quoted the same lowest financial offer, the authority select through Transparent Lottery System.
7. 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 NAC KASHINAGAR will notify the successful bidder through a Letter of Award (LoA) that its proposal has been accepted.

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 annual 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 attached to the vehicles.
 - ii. Maintenance of the vehicles to be borne by the agency.
4. The labour required for loading, unloading, collection and transportation etc. should be supplied by the executing agency.
5. During the transportation of garbage to dumping yards the executing agency should cover the tractor trolley by net so that garbage will not fall on the road.

Rental Charges

- 1 - Tractor Head & Trolley – **the rental value will be deducted from the bill as per Quoted rate by the bidder.**

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

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

3. The vehicles deployed for collection of garbage preferably may be specified in colour, with mark of NAC KASHINAGAR. The solid waste management workers engaged for drain cleaning, bush cutter, labourer engaged for loading / un-

loading will perform their duty in a uniform, the colour of which will be prescribed by NAC KASHINAGAR. This shall be complied by the executing agency so as to ensure better identification by the public as well as officers of NAC KASHINAGAR.

4. Authority at NAC, KASHINAGAR 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 NAC KASHINAGAR to the executants.
5. NAC KASHINAGAR 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.
6. 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.
7. The intending bidders are advised to inspect and **assess the entire geographical areas** and accordingly **quote their rates** and such rates will be valid for a period of minimum one year from the date of signing of agreement. Escalation of rate is only possible if there will be change of rate of wages or any other charges at Government level, duly approved by the Council of NAC, KASHINAGAR.
8. In case the work on a particular day during inspection by NAC KASHINAGAR. 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 NAC KASHINAGAR.
9. Beside the above the successful bidder will also abide by all other terms and conditions as and when imposed by the authority.

D. STANDARD SPECIFICATION OF WORKS

1. The specification and detail methods of work described in scope may follow the guidelines described in the “Manual of Municipal Solid Waste Management” and

Municipal Solid Waste (Management & Handling) Rule – 2000 under Environment Protection Act.

2. The transportation of garbage will be done with due care and the transporting vehicle shall be covered 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 NAC authority may issue special instructions to the agency from time to time for improvement of service and in public interest which the agency has to follow in practice.

E. MAN POWER ENGAGEMENT OF OUTSOURCING AGENCY AND ITS MANAGEMENT

1. The agency has to engage well trained and physically sound staffs to sufficient quantity 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 uniforms for easy recognition during duty period.
5. 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 Outsourcing Agency as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
6. The Outsourcing Agency 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 NAC, KASHINAGAR or office concerned. NAC, KASHINAGAR or office concerned shall have no liability in this regard.
7. The Outsourcing Agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to NAC, KASHINAGAR 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.

8. The Outsourcing Agency shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of NAC, KASHINAGAR or office concerned or any other authority under Law.
9. In case, the Out Sourcing Agency fails to comply with any liability under appropriate law, and as a result thereof, NAC, KASHINAGAR or the office concerned is put to any loss / obligation, financial or otherwise, NAC, KASHINAGAR or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Out sourcing Agency, to the extent of the loss or obligation in monetary terms.
10. 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, NAC, KASHINAGAR or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Out Sourcing Agency and the outstanding statutory dues of the Agency to statutory authorities. If any loss or damage is caused to NAC, KASHINAGAR or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
- 11 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.
- 12 For all intents and purposes, the Oust sourcing Agency shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Out sourcing Agency shall not have any claim whatsoever like employer and employee relationship against NAC, KASHINAGAR 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 Outsourcing Agency.

13 The Out sourcing Agency shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The NAC, KASHINAGAR 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 Out sourcing Agency the deployed person can place their grievance before a Joint Committee consisting of a representative of NAC, KASHINAGAR or Office concerned and an Authorized representative of the Outsourcing Agency.

14 NAC, KASHINAGAR shall not be responsible for any financial loss or any injury to any person deployed by the Outsourcing Agency in the course of their performing the functions/duties, or for payment towards any compensation.

15 The persons deployed by the Out sourcing Agency should have good police records and no criminal case should be pending against them. Authority at NAC, KASHINAGAR may require Police verification report of the person to be deployed by the Agency and to be furnished by the agency forthwith.

F. TOOLS AND PLANTS

1. The agency has to arrange his / their own tools and plants for collections and transportation. The tools and plants, vehicles available with NAC KASHINAGAR. may be used by the agency on his requested to the authority complying with financial implications,
2. The agency should arrange his own storage space / garage for all tools and plants or may use the space available with NAC KASHINAGAR by obtaining consent of Executive Officer.
3. The Authority, NAC KASHINAGAR will provide disinfectants and other chemical required for sanitation storage which has to be used by agency as per instructions of NAC KASHINAGAR authority .The executing agency will provide the labour required for the purpose.
4. Incentives if any received from Govt. or from NAC KASHINAGAR, will be provided to the agency from time to time.

G. BILLS OF WORK

1. Bills for payment will be prepared on monthly basis as per contract agreement

after satisfactory performance only. Payment of bill is subject to availability of funds.

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. Bill will be paid once in a month. Bills for a particular month shall be submitted in duplicate within first week of the succeeding month. Payment shall be released subject to certificate given by the Office-in-Charge and production of documentary evidence towards. E.P.F./ESI/ Service tax of its staff for the previous month. Tax if any shall be deducted at source as per the Act.
4. The Service Provider Firm shall have to make payment to the personnel deployed by him by 7th day of the successive month through bank account of the concerned worker, as per statutory requirement, whether payment for the respective period so reimbursed or not to the firm by NAC, KASHINAGAR.
5. In the event of non-compliance of the statutory requirements like deposit of EPF, ESI and Service Tax, the payment shall be held up without any notice till necessary compliance made by the Service Provider Firm. However, liability of NAC Kashinagar, if any no account of such non-compliance of statutory provisions shall be changeable to the account of the firm and shall be deducted from pending bills.
6. No interest can be claimed for delay in payment.
7. 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 NAC, KASHINAGAR or office concerned.
8. Service tax is exempted vide clause 2.2.2 (ii), DOF No.334/15/2014-TRU, New Delhi, dtd. July 10, 2014 by Joint Secretary (Tax Research Unit), Dept. of Revenue, Ministry of Finance, Govt. of India.

H. TERMINATION OF CONTRACT

1. The Authority, NAC KASHINAGAR Authority may terminate the contract on deviation of contract agreement and unsatisfactory performance with giving one

ability of

month prior notice.

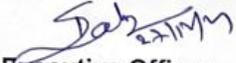
2. The agency may withdraw from contract without any penalty only after completion of one year.
3. If the agency ceases to work at any time within contract period, the security deposit are liable of forfeiture and authority may impose additional penalty as deemed fit.

I. LEGAL JURISDICTION / ARBITRATION:

1. All legal matters are subject to be in jurisdiction of Gajapati.
2. In the event of any dispute arising out of contract the same shall be referred for arbitration to the Administrator NAC, KASHINAGAR / Collector & District Magistrate, Gajapati and the award of the arbitrator shall be final and binding. The Venue of arbitration will be at Kashinagar
3. For every 6(six) days of duty of personnel one day off be given. The Sanitation work will be continuing in off too. The bidder has to arrange the same to bear cost of providing personnel for this weekly off. The total rates quoted shall inclusive of all these including profits, overheads etc. and taxes whatsoever payable.
4. 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.

The bidder should sign in each and every page of the bid document and abide by rules and regulations of the tender.

All provisions of the scope of work and terms & conditions of the contract have been read by me and I certify that I clearly understand them and agree to abide by them.


**Executive Officer
NAC Kashinagar**