

Office of the Municipal Council, Bhawanipatna.

No. 3346 /

Dated 26/11 /2018

CORRIGENDAM No.2

In Continuation to this office vide tender call notice No. 3252 dated 17.11.2018 public in Samaj, Sambad and Odisha Post. And Corrigendum No.3327 dated 24.11.2018 . The estimated cost of the work is Rs. 26,40,118.00 per month.



Executive Officer,
Bhawanipatna Municipality

Memo No 2347 /Dated 26/11 /2018

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



Executive Officer,
Bhawanipatna Municipality

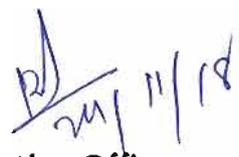
Office of the Municipal Council, Bhawanipatna.

No 3327

Dated 24/11 /2018

CORRIGENDAM

In Continuation to this office vide tender call notice No. 3252 dated 17.11.2018 public in Sama, Sambad and Odisha Post. The bidder shall submit their bid through registered post/ Speed post only instead of online bidding other term and condition remain unchanged.


Executive Officer,
Bhawanipatna Municipality

Memo No 3328 /Dated 24/11 /2018

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


Executive Officer,
Bhawanipatna Municipality

OFFICE OF THE MUNICIPAL COUNCIL, BHAWANIPATNA,

No. 3252

Date 17-11-18

Tender Call Notice

Sealed bid in conformity with detailed tender call notice are invited percentage rate contract from intending registered firms / NGOs / Private companies / Contractors working within the jurisdiction of Odisha, having eligibility criteria as stipulated in DTCN, for execution of the under mentioned work, so as to reach by **speed post / registered post only** to the Executive Officer, BHAWANIPATNA MUNICIPALITY. by 1.00 Pm on dt.29.11.2018 and bid documents will be opened on same day at 4.00 P.M. in presence of the bidder or their authorize representatives who wish to remain present for the occasion. If the office happens to be closed due to subsequent declaration of holiday, the process of receipts and opening schedule will be on next working day at the specified time and venue without any further notice. The Bid document will be available in the website www.tendersorissa.gov.in from 11.00 Am on dt. 17.11.2018 up to 5.00 Pm on dt. 26.11.2018 for on line bidding The intending bidders shall have to deposit the cost of tender paper (non-refundable) in shape of Demand Draft from any nationalized bank drawn in favour of Executive Officer, BHAWANIPATNA MUNICIPALITY. payable at BHAWANIPATNA.

Sl. No.	Name of the work	Cost of bid document
1	Providing manpower, all equipment and ancillaries for cleaning and Sanitation Services in Ward No.1 to 20 of BHAWANIPATNA MUNICIPALITY.	Rs. 10,000/-

Submission of original document i.e. Physical documents – Xerox copy of all document as per DTCN with self attested. Financial document (Original) i.e. Tender paper cost, EMD only submitted through Regd. Post / Speed post only, super addressed to **Executive Officer, BHAWANIPATNA MUNICIPALITY., At / P.O : BHAWANIPATNA, Dist : Kalahandi, Odisha, PIN : 766001.** However BHAWANIPATNA MUNICIPALITY. will be no way responsible for postal delay to the receipts of bid documents beyond scheduled date and time. The bid must be accompanied with required E.M.D. @ 1% of the quoted value in shape of Demand Draft / NSC / KVP / STDR / Bank deposit receipts of any nationalized bank duly drawn / pledged in favour of Executive Officer, BHAWANIPATNA MUNICIPALITY., and payable at BHAWANIPATNA failing which the bid will be rejected.

Eligibility Criteria

The bid documents should be accompanied with Xerox copy of Registration Certificate/License, PAN card, EPF registration certificate, ESI registration certificate, I.T. refund for 3 A.Y. i.e. 2015-16, 2016-17 & 2017-18, labour license consisting of minimum 120 or above Nos. of labour, proof of establishment, Audit report & Financial turnover for last 3 Years.

Signature of Bidder with Seal

The bidder must have minimum 3 years' experience on municipal solid waste management/sanitation work, and sound track record with a minimum financial turnover of Rupees 30 lakhs (Thirty lakhs) on Municipal Solid Waste Management/sanitation work in any calendar year of last three financial years and the bidder should be agreed to adhere all terms and conditions of DTCN / bid document. Credibility and experienced certificate issued from the concerned authority / employer not below the rank of Executive Officer or Head of the Organization under whom the work is done and should be of similar in nature i.e. Street sweeping, drain cleaning, lifting of garbage and other solid wastes from any Government Department / PSU / Municipality / N.A.C. etc.

Preference will be given to such organization that have completed training on Municipal Solid Waste Management & Plastic Management, biodegradable management and should have trained resource person with basic knowledge on community led approaches on total sanitation from a reputed institution.

Other terms and conditions can be seen from the DTCN.

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

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

Memo No. 3253 / Dated, 17-11-18


Executive Officer,
BHAWANIPATNA MUNICIPALITY

Copy submitted to the **Collector & District Magistrate, Kalahandi, / Project Director, DRDA/DUDA, Kalahandi / Sub-Collector, Bhawanipatna/ S.E.PH Circle Kalahandi Cum ILW, Bhawanipatna** for favour of information with request to exhibit this notice in the office notice board for wide circulation.

Memo No. 3254 / Dated, 17-11-18


Executive Officer,
BHAWANIPATNA MUNICIPALITY

Copy submitted to the **Block Development Officer, Panchayat Samiti, BHAWANIPATNA / Tahasildar, BHAWANIPATNA / Medical Officer, DHH, BHAWANIPATNA** for favour of information with request to exhibit this notice in the office notice board for wide circulation.


Executive Officer,
BHAWANIPATNA MUNICIPALITY

Memo No. 3255 / Dated, 17.11.18

Copy forwarded to the Advertisement Manager, The Indian Express Advertisement Manager, The Dharitri Advertisement Manager, Sambad Advertisement Manager and Samaj Advertisement Manager for information with request to **publish this IFB** in their daily for **once within the minimum cost of 180 Sqcm** (cm²) and submit Credit Bill for consideration of payment along with complimentary copy by Regd. Post / Speed Post only addressing the undersigned.


Executive Officer,
BHAWANIPATNA MUNICIPALITY

Memo No. 3256 / Dated, 17.11.18

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


Executive Officer,
BHAWANIPATNA MUNICIPALITY

Memo No. 3257 / Dated, 17.11.18

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


Executive Officer,
BHAWANIPATNA MUNICIPALITY

GENERAL TERMS AND CONDITIONS

Instruction to bidders:-

1. The bidder is expected to **examine all the instructions, terms and specifications** in the bid document. Failure to furnish all information as per the bid document or submission of bid not substantially responsive to bid document in every respect will be at bidder's risk and result in rejection of bid.
2. If the quoted value of successful bidder is less than the estimated amount, the bidder has to deposit the differential amount before drawal of agreement and the amount is refundable after closure of agreement, subject to fulfilling of other stipulated conditions enumerated within this bid document.
3. Bidder should have appropriate resources, establishment set up necessary expertise, requisite manpower, proper coordinating and supervisory ability to undertake the work.
4. The bid is meant for carrying out the work for a **period of one year** and liable for extension to further period subject to satisfactory work performance and as per the willingness of authorities of MUNICIPALITY, BHAWANIPATNA and the bidder.
5. The conditional and incomplete bids are liable for rejection.
6. The bid submitted by partnership firm / sole proprietorship firm or security agency shall furnish the copy of partnership deed duly registered for cleaning and sanitation services with the appropriate authority, otherwise the bid will be rejected out-rightly.
7. Letter of authorization for representing the registered firm / private company / NGOs and entrepreneur to sign the bid document should be enclosed along with the bid document.
8. Bids containing overwriting, additions alternation, erasures, obliteration and other discrepancies may not be considered. The bidders should properly attest all corrections made by them.
9. 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.
10. 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.
11. The bid documents should be accompanied with the self-attested / certified true copy of following certificates / documents and **in absence of any of which, the bid will be summarily rejected.**

i The bidder should submit EMD @ 1% of the manthly quoted value along with bid document in shape of NSC / STDR / Bank deposit receipt / Demand Draft, drawn / pledged in favour of Executive Officer, BHAWANIPATNA MUNICIPALITY.

- i) Registration certificate.
- ii) PAN Card.
- iii) Contract labour license.
- ii) EPF registration certificate.
- iii) ESI registration certificate.
- iv) IT returns for 3 years i.e. 2015-16, 2016-17 & 2017-18.
- v) Financial turnover certificate for 3 years from the chartered accountant.
- vi) Minimum 3 years' experience in cleaning and sanitation services/solid waste management in successful executed project. Certificate issued in this respect from the concerned authority / employer not below the rank of Executive Officer or Head of the Organization under whom the work is done and should be of similar in nature i.e. sweeping of street / lifting of garbage / other solid wastes from any Government Department / PSU / Municipality / N.A.C. / Organisation of national repute etc.
 - a. Affidavit about the authentication of documents attached with the bid.
 - b. Proof of Credibility & activity report of organization/bidder.

The Authority reserves the right to reject any or all the tenders without assigning any reason thereof.

Signature of Bidder with Seal

To

The Executive Officer
MUNICIPALITY, BHAWANIPATNA,
Dist – Kalahandi.

**Sub - Tender for the work: Solid Waste Management of MUNICIPALITY,
BHAWANIPATNA.**

Sir,

With reference to above cited work, I have visited the site and fully acquainted myself with the local conditions regarding geographical conditions, terrain, materials, labour, socio-cultural conditions and other factors pertaining to the work before submitting this tender.

I also agree to execute the work specified in the tender documents with the time specified in accordance with the specification, design and instructions which will be communicated to me in writing or verbally by officers in charge of the work from time to time.

My quoted rate for the work is _____% (Less or Excess) of the project cost per month.

Place:

Date:

Signature of Bidder

Name of the Bidder :

Permanent Address :

Present Address :

Phone No.

Office Res.....Mobile

e-mail

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

Sl. No.	Name of document	Status		Page No.
		Non-Submitted	Submitted	
1	E.M.D. @ 1% of the annual quoted value			
2.	Bid document			
3	Copy of Registration Certificate			
4	Copy of PAN 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			
9	Copy of financial turn over certificate for last 3 years.			
10	Copy of Audit report for last 3 years.			
11	Copy of Income Tax return for 3 A.Y. i.e. 2015-16, 2016-17 & 2017-18			
12	Copy of Training certificate on Municipal Solid Waste Management & Plastic Management.			
13	Copy of proof of trained resource person with basic knowledge on community led approaches on total sanitation.			
14	Copy of experience certificate for 3 years.			
15	Copy of work order on solid waste management / sanitation work issued by the similar organization / authority for last 3 years.			
16	Copy of credibility/capability/activity report of Bidder.			
17	Copy of Proof of Establishment.			
18	Affidavit in Original			
19	Others, if any			

Signature of Bidder

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.

Signature of Bidder with Seal

Detailed Tender Call Notice

Providing manpower for door to door garbage collection of solid waste, street sweeping, cleaning of drains, spraying bleaching powder, other disinfectants, fogging of mosquito chemicals, bush cutting and cleaning and sanitation service etc. in Ward No. 1 to 20 of BHAWANIPATNA MUNICIPALITY. including waste collection and stacking with primary and secondary transportation of waste to designated location at Bhangabari Mouja under Solid Waste Management Scheme including supplying the following equipment and ancillaries including all cost and conveyance taxes etc.

Equipment

Tractor with Hydraulic trolley, Auto Tipper, Gum Boot, Gloves, apron, brooms, fawada, Gainty etc as per requirement.

Ancillaries

Pheynal, Bleaching powder, Malaria oil and other disinfectants etc as per requirement.

The bidders shall have to **quote their rates both in figures and words.**

A. SCOPE WORK:

1. Sweeping Garbage collection of Solid Wastes:

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

2. Cutting of bushes & cleaning of drains

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

3. Transportation of solid wastes

The solid 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 yards at Bhangabari, and the solid waste will be unloaded by the agency

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

4. Brief description to other scope of works

- i. To provide manpower for engaging in sanitation work like street cleaning, removal of sludge, lifting of garbage within the jurisdiction of MUNICIPALITY. The solid waste so collected shall have to be segregated 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, MUNICIPALITY may deploy labourers to carry out work of important nature as appears to the authority at MUNICIPALITY, 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 MUNICIPALITY BHAWANIPATNA.
- iii. Road sweeping should normally be both in forenoon and afternoon.
- 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 7.00 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. Tools and plants like pushcart / tricycle / wheelbarrow will be supplied by the Municipality and equipments like Drain brush / broomstick / basket / fawda etc. shall be supplied by the bidder.
- 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 Municipality..

x. Similarly, phenyl, bleaching powder, malaria oil and other disinfectant will have to be spread in drains and other required locations in co-ordination with the Sanitary Inspector of MUNICIPALITY BHAWANIPATNA.

Xi 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 MUNICIPALITY BHAWANIPATNA.

Xii 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.

Xiii 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 Municipality. The service provider will have to **keep in regular contact** with the Sanitary Inspector / Executive Officer and other concerned official of MUNICIPALITY BHAWANIPATNA 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 only.
2. The successful bidder will have to deposit one month quoted value as the Security Deposit (S.D.) in shape of Demand Draft / Bank Deposit / STDR or N.S.C. duly pledged in favour of Executive Officer, BHAWANIPATNA MUNICIPALITY. 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 month 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 MUNICIPALITY BHAWANIPATNA reserves the right to reject any proposal, if:
 - a. At any time, a material misrepresentation is made or discovered: or
 - b. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the proposal.
6. In case there are two or more bidders quoted the same lowest financial offer, the authority will divided the work into two equal part as per geographical field of Municipality.
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 MUNICIPALITY. 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 annul the bidding process or reject all proposals, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

C. OTHER TERMS AND CONDITIONS

1. The vehicles to be engaged for transportation of solid wastes must be in good running.
2. The drivers of the vehicles must have valid driving license.
3. The executing agency/party shall bear the following:-
 - i. The salary and other expenses of the drivers and other employees attached to the vehicles.
 - ii. The cost of fuel and other lubricants.
 - iii. Maintenance of the vehicles to be borne by executive agency.
4. The labour required for loading, unloading, collection and transportation etc. should be supplied by the executing agency.
5. Material for spraying of Malaria oil, Phenyl Bleaching powder should be supplied by the Municipality..
6. 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.

7. The agency should deploy sufficient vehicle with loader as required to transport the entire solid wastes generated in a day. Alternatively, the agency may hire 5 Nos. of Tractors from MUNICIPALITY BHAWANIPATNA on monthly rental basis as per the market price/rate fixed by the Council. It excludes the fuel and normal repair charges.

Rental Charges

- 1 - Tractor Head with trolley – Rs. 20,000 per month.
- 2 - Loader (JCB) – Rs. 1000 per hour including fuel.

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

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.

8

The vehicles deployed for collection of garbage preferably may be specified in color, with logo of BHAWANIPATNA MUNICIPALITY. The solid waste management workers engaged for drain cleaners, bush cutter, laborer engaged for loading / un-loading will perform their duty in a uniform, the color of which will be prescribed by MUNICIPALITY. This shall be complied by the executing agency so as to ensure better identification by the public as well as officers of MUNICIPALITY.

- 9 Authority at MUNICIPALITY BHAWANIPATNA 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 MUNICIPALITY. to the executants.
11. MUNICIPALITY reserves the right to extend the period of contract if required with mutual consent of the bidders after closing the contract period basing on the performance of the works.
12. 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.
13. 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

Signature of Bidder with Seal

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 MUNICIPALITY BHAWANIPATNA.

- a. In case the work on a particular day during inspection by MUNICIPALITY 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 MUNICIPALITY.
- b. 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 Municipal authority may issue special instructions to the agency from time to time for improvement of service and in public interest which the agency has to follow in practice.

E. MAN POWER ENGAGEMENT AND MANAGEMENT

1. The agency has to engage well trained and physically sound 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 reorganization 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 Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
6. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in MUNICIPALITY BHAWANIPATNA or office concerned.
MUNICIPALITY BHAWANIPATNA or office concerned shall have no liability in this regard.
7. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to MUNICIPALITY BHAWANIPATNA 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 Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of MUNICIPALITY BHAWANIPATNA or office concerned or any other authority under Law.
9. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, MUNICIPALITY BHAWANIPATNA or the office concerned is put to any loss / obligation, financial or otherwise, MUNICIPALITY BHAWANIPATNA or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, 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, MUNICIPALITY BHAWANIPATNA or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to MUNICIPALITY BHAWANIPATNA 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 Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against MUNICIPALITY BHAWANIPATNA or Office concerned. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The MUNICIPALITY BHAWANIPATNA shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of MUNICIPALITY BHAWANIPATNA or Office concerned and an Authorized representative of the Manpower Service Provider.
14. MUNICIPALITY BHAWANIPATNA shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
 - c. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them. Authority at MUNICIPALITY BHAWANIPATNA may require Police verification report of the person to be deployed by the service provider and to be furnished by the agency forthwith.

F. TOOLS AND PLANTS

1. The agency has to arrange his / their own tools and plants for collections and transportation. The tools and plants, vehicles available with MUNICIPALITY. 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 MUNICIPALITY. by obtaining consent of Executive Officer.

Signature of Bidder with Seal

3. Incentives if any received from Govt. or from MUNICIPALITY. 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. No interest can be claimed for delay in payment.
4. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act / Rules, as amended, from time to time and a certificate to this effect shall be provided by MUNICIPALITY BHAWANIPATNA or office concerned.
5. 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), Deptt. of Revenue, Ministry of Finance, Govt. of India.
6. The mandatory dues like EPF/ESI/Medical Insurance of the labourer will be deposited by the office deducting the amount from his monthly bills.

H. TERMINATION OF CONTRACT

- i. The MUNICIPALITY. Authority may terminate the contract on deviation of contract agreement and unsatisfactory performance with giving one month prior notice.
- ii. The agency may withdraw from contract without any penalty only after completion of one year.
 - iii. 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 Kalahandi.
2. In the event of any dispute arising out of contract the same shall be referred for arbitration to the Chairperson, MUNICIPALITY BHAWANIPATNA / Collector & District Magistrate, Kalahandi and the award of the arbitrator shall be final and binding. The Venue of arbitration will be at BHAWANIPATNA / Kalahandi.
3. For every 6(six) days of duty of personnel one day off with payment will be given. The bidder will have to bear cost of providing personnel for this weekly off. The total rates quoted shall inclusive of all these including profits, overheads, bonus, gratuity 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.

AGREEMENT

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

And

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

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

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

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

Now this agreement witnesses as below:-

- 1.. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
12. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as Daily Labourers for engaging in Sanitation work within the jurisdiction of MUNICIPALITY BHAWANIPATNA on daily wage basis in conformity with the provisions of the Terms and Conditions.
13. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
14. That in the event of any dispute that may arise, it shall be settled as per the Terms and Conditions of the contract.

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 authorised to sign on behalf of Manpower Service Provider

Signature of the Authority
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:.....