OFFICE OF THE MUNICIPAL COUNCIL BHAWANIPATNA

No.....3721..... Date.....01/XI/2021.

TENDER CALL NOTICE

Bhawanipatna Municipality invites sealed Tender in percentage Rate contract basis in Two Bid System (Part-I: Technical Bid and Part-II Financial Bid) from Company/ Trust/ Society/ NGO/ Firms/Agency/ Entrepreneur satisfying the eligibility criteria& having experience to provide the services of manpower for Sanitation and Cleaning work under Solid Waste Management project adhering to SWM Rule-2016 for a period of one year on contract Basis for day-to-day execution of sanitation work under Bhawanipatna Municipality.

The details of the bid document can be downloaded from the district website: www.kalahandi.nic.infrom Dt. 05.11.202110.00 A.M to Dt. 23.11.2021up to 5.00 P.M. The filled-up bid document will be received up to 5pm on 03.12.2021

ThebidmustbeaccompaniedwithTenderPapers Cost Rs**10, 000/-(Rupees Ten Thousand)** Only&EMDRs**2 Lakhs**inshapeofdemanddraftdrawninfavourofthe "ExecutiveOfficer, Bhawanipatna Municipality 'payable atBhawanipatna, failingwhichthebidshallbeoutrightlyrejected.

The tendershallbereceivedintheOfficeoftheExecutiveOfficer,BhawanipatnaMunicipality through Regd. Post & Speed Post only addressed to the "Executive Officer, Bhawanipatna Municipality, Bhawanipatna"onorbeforeDt. 03.12.2021Up to5. 00PM.The authoritywillnotbe heldresponsibleforthepostaldelay (ifany), indeliveryofthedocumentsandnon-receiptof the same intime.

ThebidPart-I (General&Technical)willbeopenedat 11.00 AM on 07.12.2021inpresenceofthe bidderortheirauthorizedrepresentativesonlyintheconferencehallofBhawanipatnaMunicipality locatedatBhawanipatna. The date of openingofpricebid(Part-II) forthebiddersqualifyinginthe(part-I) bid i.e. Technical bid will be intimated through e-mail after completion of verification of Technicalbid.

The DTCN is not an offer is issued with no commitment. Bhawanipatna Municipality reserves the right to amend or withdraw any of the terms and conditions contained in the DTCN document at any stage. Bhawanipatna Municipality also reserves the right to reject any or all bidder if feels necessary at any stage, without giving any notice or assigning any reasonthereof.The decision of Bhawanipatna Municipality Authority in this regard shall be final and binding on all.

Executive Officer
Bhawanipatna Municipality

Executive Officer
Bhawanipatna Municipality

Memo No 3722 Date 01/XI/2021

Copy submitted to the PA to the Collector, Kalahandi / PA to the Project Director, DUDA, Kalahandi / PA to the Sub-collector, Bhawanipatna for favour of kind information and for wide publication.

Executive Officer
Bhawanipatna Municipality
Executive Officer
Bhawanipatna Municipality

Memo No 3723 Date 01-XI-2021.

Copy to office Notice Board Bhawanipatna Municipality for wide publication.

Executive Officer
Bhawanipatna Municipality
Executive Officer
Bhawanipatna Municipality

TENDER DOCUMENT FOR ENGAGEMENT OF LABOUR FOR SANITATION AND CLEANING WORKS THROUGH SERVICE PROVIDER

BHAWANIPATNA MUNICIPALITY

Tender document

For providing services of labourer for sanitation and cleaning works by a man power service provider.

1) **Period of issue of tender documents: - 05.11.2021 to 23.11.2021**
2) **Last date and time for submission of Tender documents: -03.12.2021 up to 5.00 pm**
3) **Cost of tender paper: - Rs.10,000/- (in shape of Demand Draft in favour of Executive Officer, Bhawanipatna Municipality payable at Bhawanipatna.)**
4) **Cost of EMD: - Rs2, 00,000/-(in shape of Demand Draft in favour of Executive Officer, Bhawanipatna Municipality payable at Bhawanipatna.)**

5) **Date Place of opening of: - Bhawanipatna Municipality**
   a. **Technical bid: - ON 07.12.2021 At 11.00 AM**
   b. **Financial bids of eligible Technical bidders: - It will be intimated through Mail.**

6) **Likely date of commencement of Deployment of required manpower: - 01.01.2022**

CONTENTS OF TENDER DOCUMENT

Sl No	Description of contents	Page No
1	Scope of work and general instruction for service bidders.	6to 7
2	Technical specifications for the service provider and the manpower to be deployed in the **Bhawanipatna Municipality** by the service provider.	8 to 9
3	Tender application –Technical Bid	10 to 12
4	Tender application –Financial Bid	13
5	Terms and conditions	14 to 17
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8	Form of Agreement with Terms & Conditions of Agreement.	20 to 24

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. This Municipality has tentative requirement of 200 numbers of Un-skilled labour.
2. The estimated cost of the contract is **24,28,590.00/-**
3. The interested Manpower Service Provider should submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of 200,000/ (Two Lakhs) and other requisite documents by dt. 23.11.2021 up to 5.00 pm at Bhawanipatna Municipality.
4. The tender has been invited under **two bid systemi.e. Technical Bid and Financial Bid.** The interested agencies are advised to submit two separate sealed envelopes super scribing**" Technical Bid for Providing Manpower Service to Bhawanipatna Municipality and Financial Bid for Providing Manpower Service to Bhawanipatna Municipality** .Both sealed envelopes should be kept in a third sealed envelope super scribing **"Tender for Providing Manpower Service to Bhawanipatna Municipality "**
5. The Earnest Money Deposit (EMD) of 200,000/- (Rupees Two Lakhs) only refundable (without interest) should be necessarily accompanied with the Technical Bid of the Service Provider in the form of Demand Draft drawn in favour of Executive Officer, **Bhawanipatna Municipality** payable at **Bhawanipatna Municipality failing which the tender shall be rejected summarily**.
6. The Selected tenderer will have to deposit a performance Security Deposit of its one month quoted value in shape of Bank draft drawn in favour of Executive Officer, **Bhawanipatna Municipality.**
7. The tendering Manpower Service Providers are requested to enclose photocopies of the following documents(duly self attested along with the Technical Bid falling which their bids shall be summarily / out rightly rejected and will not be considered any further :
    a. Registration certificate of the applicant / organization/Agency/Firm/Company.
    b. Copy of PAN.
    c. Copy of the IT Return filed for the last three financial years.
    d. Copy of EPF Registration Certificates.
    e. Copy of ESI Registration Certificate.
    f. Copy of Valid Labour license (Minimum 200 Labours)/
    g. Copy of the Service Tax Registration Certificate clearly mentioning as "ManPower Recruitment Agency". Service Tax registered with other category will not be accepted.
    h. Certified extracts of the Bank Account continuing transactions during last three years.
    i. Authenticate copy regarding deposit of EPF for 200persons.
    j. Copy of GST Registration certificate.
    k. Copy of Sub-Commercial License.
    l. Copy of Creditability and Experience Certificate (At least 3 years of experience in similar nature of work).

m. The minimum annual average turnover of the Bidder shall be 1crore or more during the last three financial year i.e 2018-19, 2019-20& 2020-2021.

n. Copy of ISO Certificate.

o. List of Availability of Sanitation worker,vehicle and equipment.

p. Certificate of No relationship.

8. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
9. One local office of the Selected Bidder is to be opened within Bhawanipatna Municipality for receiptand redressal of compliant and grievance of the public and itsworker, if any before issue of work order.
10. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such case, the tender shall be summarily rejected. However, the cuttings, if any, their technical Bid Application must be initialed by the person authorized to sign the tender bids.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

The Bidder should fulfill the following technical specifications: (All the documents duly self attested along with the Technical Bid falling which their bids shall be summarily / out rightly rejected and will not be considered any further

a) The registered office of the manpower service should be located within the jurisdiction of Odisha.
b) Copy of ISO Certificate.

c) They should be registered with the appropriate registration authority.

d) Photo copy of PAN.

e) Tender paper cost of Rs. 10,000 as Demand Draft.

f) Earnest Money Deposit Rs 200000

g) Copy of GST Registration certificate.

h) Photo copy of the IT Return filed for the last three financial years

i) Photo copy of Valid Labour license (Minimum 200 Labours)

j) Authenticate copy regarding deposit of EPF for 200persons

k) They should have at least three years experience in providing manpower to Government Departments, Municipalities/ NAC in similar nature of work.
l) Copy of Sub-Commercial License.

m) They should have their own Bank Account.

n) They should be registered with Service Tax Department.

o) They should be registered with appropriate authorities under Employees Provident Fund.

p) They should be registered with appropriate authorities under Employees State Insurance Acts.

q) The minimum annual average turnover of the Bidder shall be 1crore or more during the last three financial year i.e 2018-19, 2019-20& 2020-2021.
r) List of Availability of Sanitation worker,vehicle and equipment.

s) Certificate of No relationship.

APPLICATION – TECHNICAL BID

For Providing Manpower Services to Bhawanipatna Municipality

1. Name of tendering Manpower Service Provider:
2. ISO certificate
3. Details of Earnest Money Deposit : DD No_____Date_____ of _____(Bank)
4. Tender paper cost : DD No_____Date_____ of _____(Bank)
5. Name of Proprietor/Partner/Director : _____

   _____

   _____

6. Full Address of Registered Office: _____

   _____

   Telephone No _____

   FAX No _____

   E-Mail Address

7. Full Address of Operating/ Branch Office

   _____

   Telephone No _____

   FAX No _____

   E-Mail Address _____

8. Name & telephone No of Authorized officer/person to Liaise with field officer(s) _____

9. Banker of the Manpower
   Service Provider (attach certificate
   Copy of statement of a/c for
   The last three years)

Telephone No of Banker _____

10. PAN _____
11. Service Tax Registration No. _____
    (Attach attested copy)
12. E.P.F. Registration No. _____
    (Attach attested copy)
13. GST Registration No. _____
    (Attach attested copy)
14. Sub-Commercial License _____
    (Attach attested copy)
15. E.S.I Registration No. _____
    (Attach attested copy)
16. Financial turnover of the tendering Manpower Service Provider for the last 3 financial years.

Financial year	Amount (in lakh)	Remarks, if any

17. Additional information, if any.
    (Attach separate sheet if space provided is insufficient)

18. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format.(if the space provided is insufficient, a separate sheet may be attached)

Sl No	Name of client address ,telephone & FAX No	Manpower services provided		Amount of contract(in lakh)	Duration of contract	
		Type of manpower provided	No		From	To

19. Additional information. If any

(Attach separate sheet, if required)

Signature of the authorized person

Name

Seal

Date

Place

DECLARATION

1. I, _____ Son of Sri _____ Proprietor / Director /Authorized signatory of the Service Provider, mentioned above am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. The information /documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I /we /am / are well aware of the fact that furnishing of any false information / fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of the authorized person

Full Name

Seal

Date

Place

APPLICATION – FINANCIAL BID

For providing tendering Manpower Assistance to Bhawanipatna Municipality

1. Name of tendering Manpower Service Provider.

Sl No	Manpower, Vehicle, Equipmentand other dues etc.	Total no. of man power, Vehicle and Equipment etc.	Amount Per Day towards wages and all other dues	Total amount per Month
1	2	3	4	5
1	Sweeper/Sweepress			
2	Supervisors			
3	Drivers			
4	Loaders			
5	Vehicle			
6	Fuel and Other Dues etc.			
7	Service Charges and other taxes etc.			
	Grand Total Rs.			

Rupees (in words)_____.

2. Rate to be Quoted per month inclusive of EPF, ESI, GST and other dues etc.
3. Minimum take home remuneration per person should not be below the minimum wages as per labour Act.
4. No bifurcation of Take-Home Remuneration is allowed.
5. My quoted rate for the work is _____% (Less or Excess) of the project cost per month.

Signature of the authorized person

Full Name

Seal

Date

Place

Notes:-

1. The total rates quoted by the tendering agency should be inclusive of all statutory / taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower

Eligibility Criteria

1. Minimum EligibilityCriteria

Toparticipateinthebiddingprocess,thebiddershallmeettheminimumtechnicaland financialcriteria:

2. LOCALCONDITIONS

1. It is extremely important for an intending bidder to fully inform it on all local conditionsandfactorswhichmayhaveanyeffectondischargeoftheagency's dutiesdutyresponsibilitiesasdescribedhereinbelow (ScopeofWork).
2. Thebiddersareadvisedtovisitandexaminethecityanditssurroundingsand obtainforthemselvesontheirowncost andresponsibilityall information that maybenecessaryforpreparingthetenderandlater,ifselected,fordischarging theresponsibilitiesoftheAgency.
3. The Bhawanipatna Municipality, Bhawanipatna shall not entertain any request for clarification from a (prospective / intending) tender, regarding such local conditions.
4. Itistheresponsibilityofthebidderthatcityconditionsandothersuchfactors have properly been investigated and considered while submitting the bid proposals.
5. TheBiddersmustnotethatnoclaimwhatsoevershallbeentertainedbythe BhawanipatnaMunicipalitynoranyfinancialadjustmentsarisingtherefromshallbe permittedonaccountoffailureofabiddertoappraise itselfoflocal condition.
6. Theselectedbidderwillmakeallarrangementsforsmooth&effectiveexecutionof theworkandmanagementas perneed. urgency&inaccordancetothedirection ofthelBhawanipatnaMunicipalityasperSWMRule2016.

3. Technical Criteria:-

GENERAL CRITERIA

1. Should have prior experience in engagement with Govt.sectorlikeMunicipal Corporation, Municipality and other Govt. Office, and publicsector Department, and should have adequate man power for Sanitation Work. The Proof of experience should be accompanied with the Technical bid of tender document with self attestation.Preference will be given to the experience bidder.
2. ShouldberegisteredundertheIndianSocietiesAct/IndianTrustAct/Indian ReligiousandCharitableTrusts Act/organizationnotforprofitCompanyunderthe CompaniesActortherelevantstateActsforat leastfiveyearsasonthe31st March2020.Thedetails shouldbesubmittedwiththetechnicalbidoftender document with self-attestation.
3. ShouldhavevalidregistrationssuchasPermanentAccountNumber (PAN)ofthe Income Tax Dept. GST Registration Number; Registration No. of the Agency/Firm.EPF,ESI&SubCommerciallicense.Theself-attestedphotocopyof the above documents should be attached with the technical bid of tender document.
4. Should have valid labor license to be attached with the technical bid(Minimum 200 labors).
5. Should have Creditability and experience certificate (At least 3 years of experience in similar nature of work). The Proof of the same should be accompaniedwiththeTechnicalbidoftenderdocument.
6. Should have engaged the existing vehicles like JCB/tractors/Mini Truck/compactor/Pick up Van etc of this Municipality first and equipments like pushcart, hand Trolley/Tri cycle etc as per the requirement for effective transportation of Municipal Solid Waste (MSW) on payment of hire charge as decided by the MunicipalAuthority. The bidder may engage its own vehicle and equipment as per the requirement.
7. TheTenderershavetodeposittheEarnestMoneyDepositofRs2,00,000/-inshape of Bank Draft from any bank in favor of the "EXECUTIVE OFFICER, BHAWANIPATNA MUNICIPALITY" payable at Bhawanipatna which is refundable to the unsuccessful Tenderers on written request.
8. TheTenderersmustenclosetheBankDraftAmountingtoRs10, 000/-towardsthe costofTenderDocumentsalongwith Bid Documents.

4. ESSENTIALCRITERIA

1. Theintendingbiddermustnothavebeenblacklistedorplacedunderfunding restriction byanyMinistryorDepartmentoftheGovernmentofIndia orCAPART orbyaStateGovernment (oritsagency).
2. Thebiddermusthavesuccessfullycompletedatleastthreeyears' experiencein similar urbanprojects.
3. Neither the Head of the Company/ Trust/ Society/ Agency/ NGO/ firms Institution, noranyemployeeoftheAgencyetc.,shouldbeeitheraGovt./Semi Govt. employee or the employee of any

Govt.-undertaking in any (casually/ contractuallydirectlyorindirectly) form.

4. Thebiddermustsubmit only theauditedfinancialstatements/reportsforlast threeyearsastheevidenceofturnover.Pleasenotethatthisproofofturnover mustbepartofthetechnicalproposalandnotthefinancialproposal.
5. ResolutionofExecutive/Governingcommitteemeetingauthorizingthepersonto sign tenderdocument.
6. One local office of the Selected Bidder is to be opened within Bhawanipatna Municipality for receipt and redressal of any complain and grievance of public as well as its worker before issue of work order.

5. FinancialCriteria:

Min.annualaverageturnoverofthebiddershallbe**inRs.1Crore**ormoreduringthe last3financialyearsi.e., 2018-19, 2019-20& 2020-2021.

a. Thebiddersneedtoprovide auditedstatementstosupporttheirclaim.
b. BiddermustsubmitaProofofregistrationofthelegalentity.
c. AuditedBalanceSheetsofthelastthreefinancialyearsmustbesubmittedin support, without which the bid will not be considered. The calculation sheet for average annual turnover shall be certificated by a CharteredAccountant).
d. Bidder must submit copy of work order and its completion certificates of assignmentsissuedbytheclient.
e. The selected Bidder is to pay the wages of its laborer and worker with in 5th day of every month to their Bank account and deposit the mandatory dues of its worker like EPF, ESI etc in time to avoid legal complicacy.
f. The payment to the selected Bidder is to be released by this office normaly within a month on monthly Basic and production of its monthly requisition bill along with the Bank deposit schedule of wages of its worker . Absentee statement ,EPF,ESI,deposit challan with monthly expenditure statement of the month for which the Agency raise its Bill for payment.
g. The Selected bidder shall have to deposit one month's accepted quoted value as Security deposit before execution of agreement.
h. Theauthorityreservesrighttoacceptorrejectanyoralltheenderwithout assigningthereasonthereof

Signatureof the Tenderer

Executive officer
Bhawanipatna Municipality

Executive Officer
Bhawanipatna Municipality

TENDER GUIDANCE

OFFICE OF THE MUNICIPAL COUNCIL, BHAWANIPATNA. DIRECTION FOR THE GUIDANCE OF THE TENDERER.

1. All works proposed for execution by contract will be notified in the form of invitation to Tender posted on a board hung up in the office and signed by the ExecutiveOfficer.This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date for submitting and opening the Tenders also the amount of earnest money to be deposited and the amountofthesecuritydeposittobedepositedbytheSelectedTenderersand thepercentageifanytobe deducted from bills. Copies of the specification, plans and any other documents required in connection with the submission of Tender signed for the purpose of identification by the Executive Officer shall also be opened for inspection by the Tendrer in the office of the Executive Officer during officehours.
2. The amount of earnest money to be deposited Rs.2, 00,000/- in the shape of D.D in favour of the Executive Officer, Bhawanipatna Municipality payable at Bhawanipatna.
3. Any person who submits a Tender shall fill up the usual prescribed printed form stating at what rate he is willing to undertake the item of the work. Incomplete Tender and Tenders which propose any alteration in the work specified in the said form of invitation to Tender , on which contain any other conditions of any sort or omit to note the time within which the work can be finished , or which are not accompanied the required earnest money will be liable forrejection.
4. The Executive Officer in presence of Tender committee will open the Tenders in the presence of any intending Tenderers who may be present at the time and will enter the amounts of the several Tenders in a comparative statement in a suitable form. In the event of a Tender being rejected the earnest money forwarded there with shall there upon be returned to the Tenderers with a A/C Payee cheque for the amount of the earnestmoney.
5. The authority reserves the right for rejecting any or all the Tenders without assigning the reasonthereof.
6. In the event of a Tender being selected for acceptance by the authority, the selected tenderer will be informed accordingly. The selected Tender shall also deposit one month accepted value as security deposit within seven days of receipt of written order.
7. The Tenderershave tosignallpagesofalldocumentsbeforesubmissionoftenderfailingwhichtheofferwillbe rejectedandwillnotbetakenintocomparativestatement.
8. GST@2 %asapplicable,IT@1%or 2%&Labour Cess@1%willbedeductedfromthemonthlybillofthe selectedagency.

INSTRUCTION TO TENDERERS& CONTRACT CONDITIONS ETC.

The Tender shall accompany the following:

1. ThedetailedTenderCallNotice, Tenderdocumentsandfinancialtenderetc.issuedby theBhawanipatnaMunicipalityinoriginalshouldbesignedbythetendererineachpage.
2. Earnest money to the tune of Rs. 2,00,000/- in shape of demand draft in favour of ***"THE EXECUTIVE OFFICER, BHAWANIPATNA MUNICIPALITY, BHAWANIPATNA" should*** beattachedwiththeiroffer.TheTenderswithpartEMDorEMDin any other shape shall be liable for outright rejection. Adjustment of EMD from other Tender will not be considered. The earnest money deposit of the unsuccessful tenderer shall be refunded to them after finalization of the Tender and execution of the agreement with the successful tenderer.
3. Valid and up-to-date registration certificate of the tenderer, PAN Card, GST Registration certificate, labour license and no relation certificate etc.either in original/attestedtruecopiesshouldbedepositedalongwithoriginalTenderpaperduly signed in all pages of documentssubmitted.
4. Detailed description nonthescopeoftheTenderandspecification, contractconditions etc., oftheBhawanipatnaMunicipalitytobesignedandtobeenclosedtothetenders. Failing whichtheTenderwillbetreatedasnon-responsiveandwillberejectedoutrightlyand shall not taken to comparative statement.
5. A statement showing the list of similar work executed so far, specifying the Department/Organisation of whom executed indicating the year of execution and list of similar work in hand certificates duly signed by the concerned head of the institution shall be enclosed. True copies of certificate in support of evidence furnished above shall be enclosed with due attestations.Besides a list of T & P possessed by the tenderer shall be furnished with their offer.
6. The Tenderer shall enclose list of tools machineries owned/leased by him required for the work to complete in all respect. List of adequate personnel to be engaged by the Tenderer for smooth execution of work stating the name, qualification, experience etc. to be attached.
7. In the event of acceptance of tender, the tender shall be entered into an agreement with the BhawanipatnaMunicipality.
8. Thefairwageclause, theacceptedTender, theletterofintentandthespecification for execution of contractcondition, acceptedofferandallotherdocumentsifnotstated herein but provided in Tender schedule & bill of quantities will form a part of the agreement. Listofworksinhand, listofsimilarworkexecuted, listofT&Pequipment, no relationcertificate, and declaration certificate, alsowillformpartoftheagreement.
9. GSTandallothertaxes, duties, feesandotherchargesrequiredtobepaidforexecution oftheworkcompleteinallrespectshallbe bornebytheTenderer.Escalationfromany accounts what so ever in connection with work within the period of actual completion shallnotbe entertainedandshallnotbepaidbytheBhawanipatnaMunicipality.
10. No advance payment shall be made on any accounts except payment of monthly bills on production of its requisition bill by the selected Agency with the requisite documents like bank payment schedule of wages of

its worker, Absenteestatement, EPF and ESI deposited challan with the monthly expenditure statement.

11. The security deposit (including EMD) shall be refunded to the Tendrer after satisfactory completion of the contract period or after annual audit of Bhawanipatna Municipality as will be mutuallydecided.
12. In case same quoted rate offered by the bidders the local bidder will be given priority.

13. **Validityofoffer**: Thevalidityof offerwillbe90dayswhichwillbecountedfrom date of opening of Tender, failing which if required the Tenderers have to further extendtheirvalidityoffer, ifrequiredbytheBhawanipatnaMunicipality
14. **Interim payment:** AbillshallbesubmittedbytheTendererineachmonthonor before the date fixed by the Executive Officer for all works executed in the previous month, andtheHealthOfficerorhissubordinateshallgivetherequisitecertificatefor the purpose of having the same verified before the expiry of seven days from the presentation of thebill.
15. **Worktobeexecuted as per specification:** The Tenderer shallexecutethe whole andeverypartoftheworkinthemostsubstantialandworkmanlikemanner, andboth as regards man power and otherwise in every respect in strict accordance with the specifications. The Tenderer shall also confirm exactly, fully and faithfully to the specifications, conditionsandinstructionsinwritingrelatingtothework assignedby the Executive Officer and lodged to his office, and to which the Tenderer shall be entitledtohaveaccusedatsuchoffice, purposeoftheinspectionduringofficehourand the Tenderershall, ifhe soreqiuresbeentitledathisownexpensestomakeorcauseto be made copies of thespecifications
16. The Tenderer shall bear the entire responsibility under workman compensation act and abide by the fair wage clause and Tenderer's regulation incorporated in the agreement. The Tenderer has to quote the rate accordingly and no extra cost whatsoever on this account shall be entertained by the department to fair wage clause.
17. Technical Proposal shall be placed in a separate sealed envelopes clearly marked as, "TECHNICAL BID FOR MUNICIPAL SOLID WASTE MANAGEMENT UNDER BHAWANIPATNA MUNICIPALITY" Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked as, "FINANCIAL BID FOR MUNICIPAL SOLID WASTE MANAGEMENT UNDER BHAWANIPATNA MUNICIPALITY LITY"
18. The two envelopes containing the Technical and Financial Proposals shall be placed in a big envelope and sealed. This big envelope shall be clearly marked as, "BID FOR MUNICIPAL SOLID WASTE MANAGEMENT UNDER BHAWANIPATNA MUNICIPALITY".
19. The terms and conditions during the contract period shall be considered by the Municipal Authority if the increment in the labour wage as per provision of law.

General Terms and Conditions

Instruction to Tenderers

1. The Tenderers are requested to examine the instructions/terms and conditions and specifications given in the tender document carefully before filling up the Tender documentandrateshouldbequotedaccordingly.
2. Failure to fulfill the eligibility criteria mentioned in the Tender Call Notice andfailure forsubmissionofrequireddocumentsinallrespectshallresulttherejectionoftender.
3. The Tenderers are requested to make a field visit within the ward mentioned in the Tender CallNoticeandtoascertain the no. of the length / width of internal roads and drains to be cleaned for ascertaining the manpower/equipments&machineriesrequiredforthework.
4. The Tenderers shall have to take attendance of the engaged sanitation workers by implementing **Bio- Metric Mechanism System** daily which will be submitted monthlybeforetheoffice at the timeofPayment of monthly bills.
5. One centrally located office within the Bhawanipatna Municipality area along with the separate complain register for each ward will be provided by the selected Bidder,
6. Necessary uniforms/aprons/ personal protective equipment (PPE) with inscription of BhawanipatnaMunicipalityandidentitycardwithphotoshouldbeprovidedbytheselected Tendererto thesanitationworkersfortheiridentificationandrecognition.
7. Necessary equipment like Booms, Jhadus, Wheel Barrows and others equipments required for Sanitary Works should be provided by this office to the sanitation workers for smooth management of the work.
8. The trolley of the transportation vehicles should be covered with net so that loaded garbage does not fall in the street and to avoid nuisance.
9. The validity of the tender is meant for carrying out the work during the mentioned period of contract only. However, in case of failure to obey the instructions of the authority forduefulfillmentofconditionsoftheagreementandfornon-performanceof work during the contract period, the agreement will be rescinded without any compensation.
10. Quoting abnormalworkablerateorabnormalhigherratewillbeliableforrejectionof theTenderdocumentbytheTenderacceptingauthority.
11. The executing agency shall sign an agreement at the time of awarding sanitation work to keep the city clean as per SWM Rule-2016 which will be evaluated in each month, failingwhichtheaboveworkshallattracttermination ofthecontract
12. TheconditionalandincompleteTendersareliableforrejection.
13. Letter of authorization for representing the registered firm/ registeredcompany/NGOs and entrepreneur to sign the tender document should be enclosed along with the tender document.
14. Tenders containing overwriting, additions, alternation, erasures obliteration and other discrepancies may not be considered. The Tenderers should properly attest all corrections made bythem.

General Terms and Conditions

Instruction to Tenderers

1. The Tenderers are requested to examine the instructions/terms and conditions and specifications given in the tender document carefully before filling up the Tender documentandrateshouldbequotedaccordingly.
2. FailuretofulfilltheeligibilitycriteriamentionedintheTenderCallNotice andfailure forsubmissionofrequireddocumentsinallrespectshallresulttherejectionoftender.
3. The Tenderers are requested to make a field visit within the ward mentioned in the Tender CallNotice andtoascertain the no. of the length / width of internal roads and drains to be cleaned for ascertaining the manpower/equipments&machineriesrequiredforthework.
4. The Tenderers shall have to take attendance of the engaged sanitation workers by implementing **Bio- Metric Mechanism System** daily which will be submitted monthlybeforetheoffice at the timeofPayment of monthly bills.
5. One centrally located office within the Bhawanipatna Municipality area along with the separate complain register for each ward will be provided by the selected Bidder,
6. Necessary uniforms/aprons/ personal protective equipment (PPE) with inscription of BhawanipatnaMunicipalityandidentitycardwithphotoshouldbeprovidedbytheselected Tenderer tothesanitationworkersfortheiridentificationandrecognition.
7. Necessary equipment like Booms, Jhadus, Wheel Barrows and others equipments required for Sanitary Works should be provided by this office to the sanitation workers for smooth management of the work.
8. The trolley of the transportation vehicles should be covered with net so that loaded garbage does not fall in the street and to avoid nuisance.
9. The validity of the tender is meant for carrying out the work during the mentioned period of contract only. However in case of failure to obey the instructions of the authority forduefulfillmentofconditionsoftheagreementandfornon-performanceof work during the contract period, the agreement will be rescinded without any compensation.
10. Quoting abnormalworkablerateorabnormalhigherratewillbeliableforrejectionof theTenderdocumentbytheTenderacceptingauthority.
11. The executing agency shall sign an agreement at the time of awarding sanitation work to keep the city clean as per SWM Rule-2016 which will be evaluated in each month, failingwhichtheaboveworkshallattracterminationofthecontract
12. Theconditionalandincompletetendersareliableforrejection.
13. Letter of authorization for representing the registered firm/ registeredcompany/NGOs and entrepreneur to sign the tender document should be enclosed along with the tender document.
14. Tender containing overwriting, additions, alternation, erasures obliteration and other discrepancies may not be considered. The Tenderers should properly attest all corrections made bythem.

15. Thetenderershallsigneverypageofthetenderdocumentsandsubmitallofthem.
16. The Tenderers should quote rates both in figures and in word. Wherever if there is difference in between the rate quoted in figures and words, the rate quoted in words will be considered.
17. The Tenderer should arrange at his own cost necessary equipments, vehicles, machineries tools and plants etc. required for the efficient execution of the work and the rates quoted should be inclusive of the running charges of such equipment and cost of consumables.
18. The undersigned will not be held responsible in case of market price variation includinglaborwages. Thefinalacceptanceratewillremainunchangedatanystage.
19. TheAuthoritycanaddmoretermsandconditionsiffoundsuitablesubsequentlyinthe agreement and the selected tenderer shall not madeany objection.

Engagement Labourer :

1. The selected Bidder shall not employ for the purpose of this contract any personwho is below the age of eighteen years. and shall pay to each labourer or the work done by such laborer, wages not less than the wages paid for similar work in the neighborhood or fixed by the Government from time to time.
2. The Executive Officer shall have the right to enquire and to decide any complaint allegingthatthewagespaidby the Agency toanylabour for the workdonebysuch labourerislessthanthewagespaidfor similar workto theneighborhoodorfixedby the Government from time to time.
3. TheOfficer-in-chargeoftheworkshallhavetherighttodecidewhetheranylabourer employed by the Tenderer if below the age of Eighteen year and to refuse to allow any labourer whom he decides to be below the age of Eighteen years to employed by the selected Bidder.
4. In case of any complain by the labourer engaged by the Tenderer for the work about non-payment or less payment of wages as per the latest minimum wages Act. The Executive Officer will have the right to investigate and if the Agency is found to be default, he mayrecoversuchamountfromthe Agency andpayuchamounttothe labourers directly under information to the local Labour Officer of the Govt. The decision oftheExecutiveOfficer isfinalandbindingon the selected Bidder.
5. The selected Tenderer shall employ under him one Liaison Officer during the period of execution of work at his own cost. No extra payment shall be paid by the Bhawanipatna Municipality on account of this.
6. The Tendererhas toarrangeaccommodation,watersupplyandsanitaryarrangement athisowncostforhisworkersemployedandalsohastoarrangeforadequatelighting arrangementsfornightworkswhenevernecessaryathisowncost.
7. The Tenderer will have to submit to the Executive Officer, Bhawanipatna Municipality monthly return of labour both skilled and unskilled labour employed by him on the work.
8. Thesuccessfulled Tenderermustabidebytheact&RulesofLabourLawsapplicabletothe establishmentsin engagement forexecutionofSanitationWork.

OTHER TERMS AND CONDITIONS

1. The successful tenderer shall execute an agreement in non-judicial stamp paper worth of Rs.100/- and requi dno.ofcartridgepaperwiththeMunicipalityandtodeposittherequiredamountofsecurity depositwithin seve laysfromthedateofreceiptofletterofacceptancefromtheMunicipality. In case of failure to execute agre nent or failure to deposit the performance security deposit in the stipulated time period the Municipality will at liberty to reject the tender with forfeiture of earnest moneydeposit.
2. The IDfurnishedbytheunsuccessfultendererswillbereturnedbackonapplicationonlyafterthe final ationofthetenderandexecutionofagreementwiththesuccessfultenderer.
3. The hiclesfortransportationofsolidwastesmustbeingoodRunningcondition.
4. The versofthevehiclesmusthavevaliddrivinglicense.
5. The ecutingagencyshallbearthecostoffuel,lubricants, repairandmaintenanceofthevehicleas we alaryandwagesofthedriversandstaffengagedinthevehicle.
6. The labourrequiredforloading, unloading, collectionandtransportationetc.shallbeprovidedby the exec ingagency.
7. The gency should be able to deploy as many vehicles as required to transport the entire solid wastes gen ted within Bhawanipatna Municipality area in a day so that the specified area should be thor ghlycleanedduringaparticularfixedtimeasmaybedecidedby Municipality.
8. In e the agency does not comply to the instruction of Bhawanipatna Municipality, Municipality may eng any other agency for removal of such solid wastes which has not been collected by the executing agen and in such a case, the cost of collection and removal through the other agency shall be recovered from the b ls of the aoriginal executing agency.
9. Thet nsportationofgarbagewillbedonewithduecareandthetransportingvehicleshallbe cove dasperormsspecifiedbythepollutioncontrolboard.
10. The ency has to maintain a register clearly indicating numbers of trips made with vehicles number, time of load g and unloading of arrival and departure as per the direction of office-in- charge of municipality and regis r may be subject to verifications at any time by any authorized officer of the Municipality.
11. Thei ssshall bepaidbythemunicipalityonmonthlybasisasperagreement executed in between.
12. Mu ipalityreservestherighttoextendtheperiodofcontractifrequiredwithmutualconsentof the executing Agency afte ompletion of the contractperiod.

OTHER TERMS AND CONDITIONS

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4. The versofthevehiclesmusthavevaliddrivinglicense.
5. The ecutingagencyshallbearthecostoffuel, lubricants, repairandmaintenanceofthevehicleas well salaryandwagesofthedriversandstaffengagedinthevehicle.
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11. The sshallbepaidbythemunicipalityonmonthlybasisasperagreementexecutedin between.
12. Mu pality reservestherighttoextendtheperiodofcontractifrequiredwithmutualconsentof Tenderers after clos the contract period.
13. Mu pality shallhavetherighttoadd/deleteanyconditionto/fromtheagreementasandwhen req dfor smoothmanagementforthesanitationserviceonmutualdiscussion.
14. In case theworkonaparticulardayduringinspectionbymunicipalitybytheofficialsisnotfound satisfactory, pro tionnedeductioninthepayablebilloftheagencywillbemade. Theamountof the uctionwillbedecidedbytheExecutiveOffice, BhawanipatnaMunicipalityornon-else.
15. The gency shall furnish a detailed list of manpower (sweepers, drivers etc) employed in the SW perationsaftergettingtheworkorder. Ifthereisanychangeofmanpowerdetailsduringthe contractperiod, then AgencyshallupdatetheMunicipalAuthority.
16. In case of any dispute arising out of the contract, the matter shall be decided as per law inside the jurisdiction of B wanipatna Municipality.

DOCUMENTS TO BE SUBMITTED WITH THETECHNICAL BID

1. pplication Technical Bid
2. tested copy of registration of agency
3. rtified copy of the statement of bank of agency for the last three years.
4. tested copy of PAN/ GIR Card
5. tested copy of latest IT return filed by agency
6. tested copy of Service Tax Registration Certificate
7. tested copy of the P.F registration certificate
8. ttested copy of the ESI registration certificate
9. rtified documents in support of the Financial turnover of the agency
10. rtified documents in supportof balancesheet.
11. tested copy of valid Laboure licence (Minimum 200 laboures)
12. tested copy of GST Registration Certificate.
13. tested copy of Sub-Commercial licence.
14. tested copy of ISO Certificate.
15. tested copy of experience certificate of similar nature of work for last three years.
16. py of the terms and conditions at pages ..... in Tender cuments with each page duly signed and sealed by the authorized signed and ifed by the authorized signatory of the agency in token of their acceptance .

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER

List of Manpower short list by agency for deployment in Home Department , containing full details i.e date of birth , marital status address , educational certificate, Medical fitness Certificate.

Bio Data of all person with Passport size Photograph

Any other document considered relevant.