

**NOTIFIED AREA COUNCIL, DHARAMGARH,
KALAHANDI**

TENDER DOCUMENT

2019

For providing Manpower Services to the
DHARAMGARH NAC, KALAHANDI

By a

Private Manpower Service Provider

NOTIFIED AREA COUNCIL, DHARAMGARH, KALAHANDI

NO: 2419/ DMH

Date: 05.12.19

Tender Call Notice

Tender Notice for award of contract for providing services of the following manpower for a period of Two year w.e.f. the date of Agreement.

Sealed tender are invited from reputed manpower agencies/ service providers to provide the services of the following manpower for a period of Two year w.e.f. the date of Agreement through a suitable placement agency on contract basis.

Sl. No.	Type of Manpower	No. of Manpower required
1	Data Entry Operator	01 (One)
2	Night Watcher(Male)	01(One)
3	Office Peon	01 (One)
4	Driver	03 (Three)
5	Sweeper	40 (Forty)

The detailed Tender Document which may either be downloaded from the website www.kalahandi.nic.in or obtained in person from the Office of the Executive Officer, NAC, Dharamgarh- 766015 on any working day between 11 A.M. to 4 P.M. from 07.12.19 to 24.12.19. The Tender Documents will be received through Regd. Post/ Speed Post/ Drop Box only. The last date and time of receipt of Tender documents through Regd. Post/ Speed Post/ Drop Box shall be 26.12.19 upto 5 P.M. All other details can be seen from the Bidding Document.


Executive Officer,
NAC, Dharamgarh

Memo No: 2420/DMH

Date: 05:12:2019

Copy submitted to the Director, Municipal Administration-cum-Ex-Officio Additional Secretary to Govt. in Housing & Urban Development Department, Odisha. Bhubaneswar for favour of kind information.


**Executive Officer,
NAC, Dharamgarh.**

Memo No: 2421/DMH

Date: 05:12:2019

Copy submitted to the Collector, Kalahandi/ Project Director, DUDA, Kalahandi/ Sub-Collector, Dharamgarh for favour of kind information with a request to please display a copy of this notice with the annexure in his office notice board for wide circulation and information to all concerned.


**Executive Officer,
NAC, Dharamgarh.**

Memo No: 2422/DMH

Date: 05:12:2019

Copy submitted to the District Labour Officer, Kalahandi/ Tahasildar, Dharamgarh/ BDO, Dharamgarh/ Executive Engineer, R.W. Division/ Asst. Executive Engineer, R&B Sub-Division, Dharamgarh for favour of kind information with a request to please display a copy of this notice with the annexure in his office notice board for wide circulation and information to all concerned.


**Executive Officer,
NAC, Dharamgarh.**

Memo No: 2423/DMH

Date: 05:12:2019

Copy to Office Notice Board/ Spare copies to the concerned files for reference and record and information of all concerned.


**Executive Officer,
NAC, Dharamgarh.**

Memo No: 2424/DMH

Date: 05:12:2019

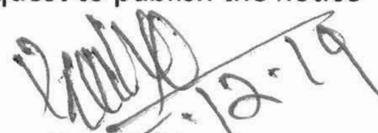
Copy forwarded to the Advertisement Manager, The Sambad, Sambalpur and the Advertisement Manager, The Dharitri, Bhubaneswar for information with request to publish this advertisement in their daily in the local edition only for once within the minimum cost and the maximum space of 120 sqcm and submit credit bill for consideration of payment along with complimentary copy through Registered post/ Speed post/ By hand only addressed to the undersigned.


**Executive Officer,
NAC, Dharamgarh.**

Memo No: 2425/DMH

Date: 05:12:2019

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


**Executive Officer,
NAC, Dharamgarh.**

NOTIFIED AREA COUNCIL, DHARAMGARH, KALAHANDI

TENDER DOCUMENT

**For providing services of Data Entry Operator, Night Watcher (Male),
Office Peon, Driver, Sweeper to Notified Area Council, Dharamgarh by
a Registered Manpower Service Provider**

- (a) Period of issue of Tender Document : From 11.00 Hrs of Dt.07.12.19
to 16.00 Hrs of Dt.24.12.19
- (b) Last Date and time for receipt of Tender Document : 16.00 Hrs of Dt. 26.12.19
- (c) Date and time for opening of bid :
- (i) Technical Bids : 11.30 Hrs of Dt. 27.12.19
- (ii) Financial Bids of eligible Bidders : To be intimated later
- (d) Likely date for commencement of Deployment of required manpower : To be intimated later.

SCOPE OF WORK & GENERAL INSTRUCTIONS FOR BIDDERS

1. The Notified Area Council, Dharamgarh-766015 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of the following Manpower on contract basis.

Sl. No.	Type of Manpower	No. of Manpower required
1	Data Entry Operator	01 (One)
2	Night Watcher(Male)	01(One)
3	Office Peon	01 (One)
4	Driver	03 (Three)
5	Sweeper	40 (Forty)

2. The contract for providing the aforesaid manpower is likely to commence from the date of agreement and would continue till complete of two years from the date of agreement. The period of the contract may be extended one year provided the requirement of manpower persists at that time or can be curtailed / terminated at any time owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the offices requirements. The NAC, Dharamgarh, however, reserves right to terminate this initial contract at any time after giving one calendar month notice to the selected Service Provider.
3. The interested Manpower Service Providers should submit the tender document complete in all respects along with **Bid Cost(non-refundable) of Rs.10,000/-**(Ten thousand only) in shape of DD and **Earnest Money Deposit (EMD) 1% of quoted value for 12 months** in shape of DD and other requisite documents by 26.12.19 upto 16.00 PM to the Executive Officer, NAC, Dharamgarh through Regd. Post / Speed Post/ Drop Box Only. The authority shall not be held responsible for any postal delay.
4. The authority reserves the right to accept or reject any or all the Tenders / Bids and approves/ accept any tender / bid without assigning any reason thereof.
5. The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes super scribing "**Technical Bid for Providing Manpower Services to NAC, Dharamgarh**" and "**Financial Bid for Providing Manpower Services to NAC, Dharamgarh**". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Services to NAC, Dharamgarh**". The Bid cost (non-refundable) of **Rs.10,000/- (Rupees Ten Thousan)** in shape of DD in favour of the Executive Officer, NAC, Dharamgarh payable at Dharamgarh and Earnest Money Deposit (EMD) 1% of quoted value for 12 month, 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 the Executive Officer, NAC, Dharamgarh **failing which the tender shall be rejected** summarily.

6. The successful tenderer will have to deposit a **Performance Security Deposit** (One month employees cost including statutory dues) and **Security Deposit** (one month employees cost including statutory dues) separately in the form of Bank Guarantee from any nationalized or scheduled Bank drawn in favour of **Executive Officer, NAC, Dharamgarh** covering the period of contract along with required documents as per technical required documents list attached. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.

The conditional bids shall not be considered and will be out rightly rejected in very first instance.

7. The Executive Officer, NAC, Dharamgarh reserves the right to reject any proposal which is not substantially responsive.
8. The Bid Security may be forfeited:
- If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - If the bidder conceals or misrepresent or submit any false information/document in the bid;
9. 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 cases, the tender shall be summarily rejected.** However, the cutting, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
10. The Technical bids shall be opened on the scheduled date and time at 11.30 Hrs. on 27.12.19, in the office chamber of the Executive Officer, NAC, Dharamgarh in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
11. The Financial Bid of only those bidders will be opened whose Technical bids are found in order. The Financial bids shall be intimated to the respective bidders .
12. The Bid which looks infeasible, NAC reserves the right to reject the specified bid.
13. The Competent Authority of the NAC, Dharamgarh reserves the right to accept or reject all bids without assigning any reason thereof.


**Executive Officer
N.A.C., Dharamgarh**

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering Manpower Service Provider should fulfill the following Technical Specifications:
 - (a) They should attach copy of Local Labour license.
 - (b) They should attach orders copy from any Government office in order to prove that they are working more than one year.
 - (c) They should have ISO 9001:2015 certificate.
 - (d) They should be registered with the appropriate registration authority;
 - (e) They should have at least two year"s experience in providing Manpower to Government Departments, Public Sector Undertaking / Banks, etc having provided more than 50 (Fifty) manpower deployed in each year along with the ECR copy of PF/ ESI and proof of deposit challans from such authorities.
 - (f) They should have their own Bank Account; Certified extracts of the Bank Account containing transactions during last two years.
 - (g) They should be registered with Income Tax (IT) and Goods & Service Tax(GST) Departments;
 - (h) They should submit IT return filing proof for the last two years i.e. Assessment year 2017-18 and 2018-19.
 - (i) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - (j) The Bidder organization should have minimum turn-over of Rs.20,00,000/-(Rupees twenty lakh) per year. The last two Assessment years i.e. 2017-18 and 2018-19 Balance Sheet duly countersigned by the Chartered Account should be attached.
 - (k) Execution of contracts of similar type during preceding 2 years of value equal or more than Rs. 20,00,000/- (Rupees Twenty lakh) per year.

Note: All the above documents are mandatory, Non-compliance of any of the above instructions may lead to disqualification of bid for participation in the tendering process. Bids submitted in the manner other than as prescribed shall be rejected. The Bids also submitted by fax, by e-mail etc., shall be summarily rejected.


Executive Officer
N.A.C., Dharamgarh

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL
MANPOWER SERVICE PROVIDER IN THE NOTIFIED AREA COUNCIL, DHARAMGARH**

Category	Age as on 01.01.2020	Eligibility/ Qualification
Data Entry Operator	18-55	Graduate in Any Stream having PGDCA from Recognised University/ Reputed Institute or "O" Level under DOEACC, Govt. of India. Should have typing speed 40 words per minute in English and 25 words per minute in Odia and having well conversant with MS-Office, Excel and Internet.
Night Watcher(Male)	18-55	10 th class pass with reading and writing skill of English & Oriya
Office Peon	18-55	10 th pass from with well reading and writing skill of English & Oriya
Driver	18-55	Must have heavy driving license, minimum 8 th class pass with reading and writing skill of English & Oriya
Sweeper	18-55	Reading and Writing skill in Odia


Executive Officer
N.A.C., Dharamgarh

APPLICATION – TECHNICAL BID

For Providing Manpower Services to NAC, Dharamgarh.

1. Name of Tendering Manpower Service Provider :

2. Details Bid cost and Earnest Money Deposit :

3. Name of Proprietor / Partner/ Director :

4. Full Address of Registered Office :

Telephone No : _____

E-Mail Address : _____

5. Full address of Operating / Branch Office :

Telephone No. : _____

E- Mail Address : _____

6. Name & Telephone No. of

Authorized Officer /Person

to liaise with Field Office (s)

7. Banker of the Manpower Service Provider :
(Attach certified copy of statement of A/C for the last Two years)

8. Pan No. :
(Attached attested copy)
9. GST Registration
No. : (Attach
attested copy)
10. E.P.F. Registration
No. : (Attach attested
copy)
11. E.S.I. Registration No. :
(Attach attested copy)
12. Financial turnover of the tendering Manpower Service Provider for the
last 2 Financial Years.

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2017-18		
2018-19		

14. Give details of the Major similar contacts handled by the tendering
Manpower Service Provider during the last two 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 (Rs. Lacs)	Duration of Contract	
		Type of Manpower Provided	No.		From	To

15. Additional Information, if any :
(Attach separate sheet, if
required)

Signature of Authorized Person

Date:

Name :

Place:

Seal :

DECLARATION

1. I, _____ Son /
Daughter / Wife of Shri _____
Proprietor / Director / Authorised 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 document would lead to rejection of
my tender at any stage besides liabilities towards prosecution
under appropriate law.

Signature of Authorized Person

Full Name :

Seal :

Date :

Place:

APPLICATION – FINANCIAL BID

FOR PROVIDING MANPOWER SERVICE TO NAC, DHARAMGARH

1. Name of tendering Manpower Service Provider :

-
2. Rate per person per month (8 hour per day) inclusive of all statutory liabilities, taxes, levies, cess, etc.

Sl. No	Category	No. of manpower required	Quoted amount (including basic pay, EPF, ESI and other statutory charges) (if applicable)
1	Data Entry Operator	1 (one)	
2	Night Watcher (Male)	1 (one)	
3	Office Peon	1 (one)	
4	Driver	3 (Three)	
5	Sweeper	40 (Forrty)	
	Total	46 (Forty six)	

Date:

Place:

Signature of Authorised person

Full Name :

Seal :

Notes :

1. In accordance to with Labour Department Notification No: 11688/LC, Dt.07.11.19
2. Quoting less than the amount allowed as per minimum wages shall be summarily rejected.
3. In case, if the agency not providing the salary in time to the employees, the contract will be cancelled with prior notice.
4. 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.

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 and the statutory dues deposit certificate from the ESI on deposit of Statutory fees.

TERMS & CONDITIONS (GENERAL)

1. The Agreement shall commence from _____ (date) and shall continue till _____ (date) unless it is curtailed or terminated by the Authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire after two years from the date of execution of the agreement unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, Pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of Agreement making it liable for action termination of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving one calendar month notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for the work, time specified by Executive Officer or such other Officer as may have been kept in charge of the Office Establishment of the NAC, Dharamgarh and may also required to work beyond the scheduled time period for which he would not be paid any extra remuneration.
8. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Office so that optimal service of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of Manpower Service deployed in the NAC, Dharamgarh shall be that of the Manpower Service Provider and the NAC, Dharamgarh will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the NAC, Dharamgarh.
10. For all intents and purpose, 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 the NAC, Dharamgarh.

11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The NAC, Dharamgarh shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed persons 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 the Office concerned and an Authorized representative of the Manpower Service Provider.

12. The NAC, Dharamgarh 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.

13. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

14. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

15. 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.

16. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act,1970 if any, at his own part and cost.*

17. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his /her own personal reasons. The payment in respect of the overlapping period of the substitute be the responsibility of the Manpower Service Provider.

18. The Manpower Service Provider shall be responsible for contributions towards Employees State Insurance as per prevalent rules. Such employers contribution towards ESI for outsources personal will be reimbursed by the 1st party over and above the amount of consolidated remuneration subject to submission of satisfactory proof of such contribution by the service provider (Second Party).

19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

20. The Persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the NAC, Dharamgarh. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

21. 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.

22. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to specified remunerations payable to different types of worker in respect of the persons deployed by it in the NAC, Dharamgarh. The Department or office concerned shall have no liability in this regard.

23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the NAC, Dharamgarh 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.

24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the NAC, Dharamgarh or any other authority under law.

25. 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 the NAC, Dharamgarh.

*Note:- Registration/ License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 20 workmen.

26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the NAC, Dharamgarh 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.

27. 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. The NAC, Dharamgarh 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 the NAC, Dharamgarh by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.**

FINANCIAL

28. The Technical Bid should be accompanied with Bid Cost (non-refundable) and Earnest Money Deposit (EMD), refundable without interest in the form of Demand Draft drawn in favour of Executive Officer, NAC, Dharamgarh **failing which the tender shall be rejected out rightly.**

29. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial bid (Second competitive stage) shall be returned to them without any interest. **In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**

30. The successful tenderer will have to deposit an amount of **one month employees cost including statutory dues as Security Deposit** in the form of Bank Guarantee duly pledged to the Executive Officer, NAC, Dharamgarh, covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to accordingly renewed by the successful tenderer.

31. The successful tenderer will have to deposit amount of **one month employees cost including statutory dues as Performance Security Deposit** in the form of Bank Guarantee from any national/scheduled Bank drawn in favour of the Authority covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to accordingly renewed by the success tenderers. The amount of performance security deposit is to be determined the Authority taking into account the contractual obligation of the Manpower Service Provider.

32. In case of breach of any terms and condition attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to the forfeited besides annulments of the Agreement.

33. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by NAC, Dharamgarh in respect of the persons deployed and submitted the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

34. The claims in bills regarding Employees State Insurance, Provident Fund, and GST etc. should be necessary accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the NAC, Dharamgarh.

35. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

36. In the event of any dispute arising in respect of the clauses of the agreement same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority of controlling officer for his decision and the same shall be binding on all parties.

37. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

38. The successful bidder will enter into an agreement with NAC, Dharamgarh for supply of suitable and qualified manpower as per requirement of this Office on the above terms and conditions.


Executive Officer
N.A.C., Dharamgarh

Appendix-A

Format for Technical Bid (on letter head)

(All the documents must be self- attested)

Sl. No	Descriptions	Information to be filled by the tenderer (if required separate sheets may be enclosed)
1	Name , Address, Mobile No & E mail ID of Tenderer with complete contact details (Electric Bill as address prove)	
2	Type of Organization (whether proprietorship, partnership, private limited, limited company)	Registration certificate to be enclosed
3	Name & Address of the Directors/Proprietor/Partners	
4	Year of formation of the company. Copy of registration shall be enclosed.	Copy enclosed : Y/N
5	Year of experience in Sanitation work. certificate of at least 2 (Two) from any govt. organization/PSU/ULB	Copy enclosed : Y/N
6	Name of one running contract's client	Copy enclosed : Y/N
7	Income Tax return for the last 2 financial year (attach copies)	Year wise copy enclosed : Y/N
8	Audit Report for the last 2 financial year (attach copies)	Year wise copy enclosed : Y/N
9	Average Annual financial turnover of the tenderer for the last two financial years shall not be less that Rs.20,00,000/- (Rupees twenty lakh only) for Sanitation work.	Year wise copy enclosed: Y/N
10	Details of valid registration with statutory Authorities like GST, EPFO and ESIC, etc (attach copies).	EPF Registration No: Copy enclosed : Y/N ESI enclosed :Y/N
11	(a)The contractor must have minimum 50 or more employees enrolled with EPFO before tender date. (b) The contractor must have minimum 50 or more employees enrolled with ESIC before tender date.	Copy enclosed : Y/N

12	Certificate of Local Labour License.	Copy enclosed : Y/N
13	GST Registration No	Copy enclosed : Y/N
14	PAN Number No	Copy enclosed : Y.N
15	Details of Tender Document Fee & EMD Bid Cost DD No & Date EMD DD No & Date	DD enclosed : Y/N
17	ISO 9001: 2015 Certificate	Copy enclosed : Y/N
18	An affidavit on Non- judicial stamp paper of Rs.10/-duly notarized saying the tenderer has not been debarred and / or blacklisted by any Central Government and/ or ,any state Government. Department (S) and / or any PSU and the tenderer have not any litigation in any if the labour court(s).	Copy enclosed ;Y/N
19	Any other Information	

Undertaking

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

Seal & Signature of the Authorized Signatory

AGREEMENT

This agreement is made on this _____ day of _____, 20_____
Between the Governor of Orissa represented by Executive Officer, NAC, Dharamgarh here-
in –after referred to as the “Authority” which expression shall, where the context so requires
or admits, also includes 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. Where as the “Authority” desires that the service
of “**Data Entry Operator, Night Watcher (Male), Office Peon, Driver, Sweeper**” are
required in the office of the **NAC, Dharamgarh** and where as the “Manpower Service
Provider” has offered its willingness to the same in conformity with the Provisions of the
agreement: And where as 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.

2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as
"Data Entry Operator, Night Watcher (Male), Office Peon, Driver and Sweeper" in the (name of the Department/Office) in conformity with the provisions of the Terms and Conditions.

3. 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 .

4. That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.

5. That this agreement is valid upto _____.

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
Executive Officer
NAC, Dharamgarh**

In the presence of witness: -

Witness

1.Name:.....

Address:

2.Name:.....

Address:

Witness

1.Name:.....

Address:

2.Name:.....

Address:

ANNEXURE

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from _____ (date) and shall continue till _____ (date) unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire after Two years from the date of execution of the agreement unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the Authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for the work, time specified by Executive Officer or such other Officer as may have been kept in charge of the Office Establishment of the NAC, Dharamgarh and may also required to work beyond the scheduled time period for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early, proportionate deduction from the remuneration for one day will be made.
8. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Office so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower services deployed in the NAC, Dharamgarh shall be that of the Manpower Service Provider and the NAC, Dharamgarh will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the NAC, Dharamgarh.
10. 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 the NAC, Dharamgarh.
11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Office 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 the NAC, Dharamgarh and an Authorized representative of the Manpower Service Provider.

12. The Office 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.

13. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

14. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

15. 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.

16. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.

17. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

18. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

19. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the NAC, Dharamgarh. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

20. 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.

21. 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 the NAC, Dharamgarh. The NAC, Dharamgarh shall have no liability in this regard.

22. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the NAC, Dharamgarh 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 NAC, Dharamgarh.

23. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the NAC, Dharamgarh or any other authority under Law.

24. 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 the NAC, Dharamgarh.

25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the NAC, Dharamgarh is put to any loss / obligation, monetary or otherwise, the NAC, Dharamgarh 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.

26. 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. The NAC, Dharamgarh 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 the NAC, Dharamgarh by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

27. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.

28. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly Verified by the NAC, Dharamgarh in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

29. The claims in bills regarding Employees State Insurance and GST etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the NAC, Dharamgarh.

30. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

31. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.

32. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.


**Executive Officer,
NAC, Dharamgarh**

Notified Area Council, Dharamgarh, Kalahandi

No

Dt.....

1. General Term and Conditions:

- The cleaning of road including lanes and by lanes will be done twice a day from 4.30 A.M to 9.30 A.M. & 3.00 P.M. to 6.00 P.M as per the direction of Sanitary Insepctor/ Executive Officer. The work should be done by combinedly using specified labourers, equipments etc.
 - The Drains should be cleaned & de-silted regularly.
 - Disinfectants, such as bleaching powder / Mosquito oil should be sprayed supplied by NAC, Dharamgarh.
 - The Tenderer should arrange requisite Nos. of Labourers as indicated and would pay wage as per Govt. rate (Notification No: 11688/LC, Dt.07.11.19) to each Labour as per their categories.
 - The Tenderer should provide proof of payment of wages to the sweepers every month & by submission of the proof in support of payment, the bill shall be released.
 - The tenderer should provide two nos of uniform (one is dress & another is floursent jacket) to each labourer of Navy Blue colour.
 - The Council will provide wheel barrow and Tricycles.
 - Cleaning equipments such as Jhadu, Sura, Belcha, Spade, Angle Canta, Crow Bar, Knife, gloves, soap, etc. will be supplied by the tenderer as per requirement.
 - Whenever the Govt. of Odisha will enhance the minimum wages, the Authority shall pay the differential amount of enhance wages to the Firm / Agency / Organization in respect to the number of labours' engaged.
 - The lowest tenderer is to execute the agreement on receipt of the work order as per the terms & conditions as laid down by the authority.
- The earnest money deposit of the tenderer, whose tender has been accepted, will be returned on the submission of performance security after award of contract and execution of the agreement. EMD of the successful tenderer shall be forfeited, if one refuses or neglects to execute the agreement or fails to furnish the required performance security within the time frame as specified by Dharamgarh NAC.

2. SCOPE OF THE WORK

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

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

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

The total work is divided into five Parts.

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

3.1 Part A – Resource Deployment

The scope of work under this item shall include

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

3.2 Part B – Collection and Transportation

The scope of work under this item shall include

- Door to Door (House to House) collection of solid waste from all residential areas including commercial/office units within the residential area in the service area, through containerized handcarts/ tricycles/ motorized vehicles provided by Dharamgarh NAC and storing of garbage so collected at temporary collection points / road side bins/ designated Garbage Points.
- Point collection of waste from commercial units, markets, institutions, street vendors, vending zones and storage at temporary bins for further transportation to designated Secondary dumping point or direct transfer to the main dumping yard.
- All road side dumping of solid waste shall have to be collected irrespective of door to door service or provision of bins.
- The waste collected from the households is to be transported to the identified secondary collection points using auto tippers/tricycles, as per the accessibility of the location and available width of the road.
- Collection and transportation of all types of waste from the primary storage point/ community bins. Temporary collection points/ garbage points and transfers it to the designated secondary dumping point by means of Hook loaders/containerized covered vehicles/compactors/motorized vehicles /auto tippers etc., provided by NAC, Dharamgarh.
- Door to Door collection of waste is to be carried out on daily basis at pre-informed time & schedule by utilizing bell or musical alert as per the recommendation of schedule-II of Municipal solid waste Management & Handling Rules, 2016.
- The service provider will make efforts to develop such mechanism of collection and transportation of waste, which minimizes the need of containers.
- The service provider shall put an effective mechanism for segregation of plastic waste which can be used for road construction and other activities as per the instruction of the officer in charge of NAC, Dharamgarh.
- Daily house to house collection of waste from residential areas will be carried out generally in first shift, but it can be spread in two shifts, if required.
- Daily house to house collection of waste will be carried out beat-wise/ street wise / as per detail schedule.

3.3 Part C – Cleaning Activities, collection and transportation

The scope of work under this item shall include

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

3.4 Part D – Ancillary Activities

The scope of work under this item shall include

- Setting up of state of art control room and instruments to facilitate real time tracking and monitoring
- Tracking and monitoring of Solid Waste Management system
- To provide required resource support for 24x7 registration, monitoring and compliance reporting of customer complaints in respect of SWM within the service area.

- Undertake community interaction and consultations at regular intervals along with NAC, Dharamgarh officials.

3.5 Service delivery compliance

- The bins provided by the council are to be placed, so that they are accessible to the users, easy to operate, easy to transport.
- The clearing schedule of the bins should ensure that waste is cleared at least once in 24 hours.
- There should be no overflow of MSW from the bins due to inadequate capacity or not lifting at scheduled times.
- The operator will ensure that the area around the bins is kept clean at all the times.
- The bins are to be maintained so that there are no breakages, no toppling of bins and no dislocation of covers.
- Dumping of the waste on floor or ground is prohibited.
- Open dumping points/spots within the service area and littering of MSW on open place/places shall not be allowed.
- The waste shall not be disposed off/dumped/unloaded at any place other than that specified. Disposal of waste in any area other than specified will be termed as deficiency of service and such repeated acts may lead to termination of contract.
- Ensure safe transportation of the collected Municipal Solid Waste in covered container to the designated Secondary points.
- Dry Municipal Solid Wastes like leaves, paper etc. shall not be burnt
- There should be no overflow of garbage/refuse/MSW from the community bins and containers. If the garbage is littered outside the bins/containers for any reason, service provider should appoint workers to lift the waste and keep it inside the bin as soon as possible.
- Surrounding of containers and litter bins in the service area, shall be kept clean and tidy by sweeping around thoroughly and putting the garbage/refuse/MSW into the containers and bins.
- The ground at the place where the vehicles stop for loading shall be cleaned and disinfected with an approved disinfectant supplied by the Council.
- The operator should ensure adequate safety for all manpower deployed including required insurance facility.
- The man power deployed by the service provider shall have to wear uniform/apron during working hours bearing the logo of NAC, Dharamgarh which have to be approved by the employer.

3.6 Service Delivery Schedule

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

Sl. No	Activities	Time Schedule
1	Road Sweeping & Drain Cleaning	4.30 AM to 9.30 AM 3.00 PM to 6 PM
2	House to House collection of MSW from various households	6.30 AM to 09.30 AM
3	Collection of MSW from various Collection Point & transportation to designated Secondary Point.	8.00 AM to 12.00 noon & 03.00 PM to 5.00 PM

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

4. CONDITIONS OF CONTRACT

4.1. Service Area

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

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

4.2. Accessibility to Employer

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

4.3. Contract Management Meeting

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

4.4. Sufficiency of Deployment

a. The operator shall ensure adequate deployment of accessories, tools & tackles, manpower, monitoring system and grievance redresses mechanism for proper, timely and efficient delivery of service. The operator should ensure quality and timely deployment of resource.

b. The entire deployment plan shall have to be presented, discussed and agreed upon by the employer. This process in no case freezes the deployment, quantitatively or qualitatively. Additional reinforcement in deployment should be taken up if required for successful delivery of service.

c. Modification to the deployment plan can be taken up in consultation with and approval of employer, as per field requirement to enhance the service efficiency.

4.5. SWM being a Essential service

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

4.6. Employer's Support

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

4.7 Subletting

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

4.8. Deficiency in Service

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

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

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

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

4.9. Termination of Contract

4.9.1 by the employer:

The employer may give not less than thirty (30) days written notice of termination to the operator [except in the events listed in point (e) below, for which there shall be a prior written notice of not less than sixty (60) days). Such notice can be given after the occurrence of any of the events specified in paragraph (a) to (d) below to terminate this contract.

- (a) If the Contractor fails to provide the services as envisaged herein within the period(s) specified in the contract or any extension thereof as may be granted by Dharamgarh NAC.
- (b) If the Contractor fails to perform any of the obligation(s) under the contract.
- (c) If at any later date, it is found that the documents and certificates submitted by the contractor are forged or have been manipulated, the work order issued to the contractor shall be cancelled and performance security issued to Dharamgarh NAC compensation shall be forfeited without any claim whatsoever on Dharamgarh and the contractor shall be liable for action as appropriate under the extant laws.
- (d) The contractor is not eligible for any or claims in the event of such cancellation.
- (e) If, as a result of Force Majeure, the operator is unable to perform a material portion of the services for a period of not less than sixty (60) days

4.9.2 by the Operator:

The operator may, by giving not less than thirty (30) days written notice to the employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) hereunder, terminate this contract.

- a) If the employer fails to make any payment for consecutive three certified bills.
- b) If, as a result of Force Majeure, the operator are unable to perform a material portion of the services for a period of not less than sixty (60) days.

4.10 Forfeiture of EMD/ Performance Security

- a. The performance security may be forfeited, if the bidder does not start operations as per provisions of ToR within stipulated 30 days from the effective date or any such date allowed by the employer.
- b. If during the term of this contract, the operator is in default of the due and faithful performance of his obligations under this contract, the employer shall, without prejudice to its other right sand remedies herein or as per the applicable Law, are entitled to forfeit the performance Security.

4.11 Refund of Performance Security

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

4.12 Handing over the material

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

4.13 Contract Price

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

4.14. Operation of the Contract:

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

4.15. Settlement of Disputes:

A. Amicable settlement:

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

B. Dispute Settlement :

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

C. Continuance of service during dispute settlement.

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

4.16 Force Majeure Event

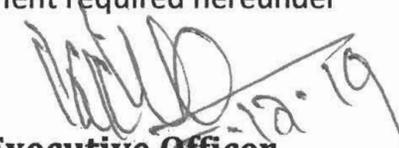
For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations impossible or as impractical as reasonable to be considered impossible in the circumstances

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

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

4.18.2 Force Majeure shall not include:

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


**Executive Officer,
NAC, Dharamgarh.**