

**RAYAGADA
MUNICIPALITY
TENDER PAPER
FOR
PRIVATIZATION
OF
SANITATION
ZONE- VI**

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RAYAGADA MUNICIPAL COUNCIL, RAYAGADA

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING CONTRACT FOR CLEANING, SANITATION AND WASTE DISPOSAL SERVICES AT RAYAGADA MUNICIPALITY in 06 (Six) Zones

- A. Cost of the Tender Document: Rs.5,000/- (Rupees Five Thousand only) for each Zone.
- B. Last date & time for submission of Bid: up to 28.11.2023, by 1.30 PM (on working days & hour)
- C. Tender (Technical & Financial Bids) to be opened: 28.11.2023 at 03.00 PM
- D. The details of this tender can be seen at website – www.rayagada.nic.in & www.rayagadamunicipality.in


28/11/23
EXECUTIVE OFFICER
RAYAGADA MUNICIPALITY

NOTE:

1. The Executive Officer, Municipal Council, Rayagada may at his/her discretion, extend this date by a fortnight and such extension shall be binding on tenderers.
2. If the date fixed for opening of tender is subsequently declared a holiday, the tenders will be opened on the next working day following the holiday but, there will be no change in the time for opening indicated above.
3. The intending Tenders may survey the designated areas to know the scope of work before responding to the Tender
4. Intending Bidder can participate one or all Zones.
5. Bids will be received through Speed Post/Registered Post/ Hand to hand only.

RAYAGADA MUNICIPALITY**TENDER PAPER (Zone-VI)****DOCUMENT**

**NAME OF WORK: - CONTRACT FOR CLEANING,
SANITATION AND WASTE
DISPOSAL SERVICES AT
RAYAGADA MUNICIPALITY**

Issued against Bank Draft No. _____ Dt. _____ drawn on _____

For Rs. _____

Cashier

Signature of the Tenderer/Agency



CRUCIAL DETAILS OF TENDER CALL NOTICE

Name of the Work	:	CONTRACTOR FOR CLEANING, SANITATION AND WASTE DISPOSAL SERVICES AT RAYAGADA MUNICIPALITY ZONE-VI
E.M.D.	:	The bid must be accompanied with required Bid Security Declaration form against EMD
Agency	:	As per eligibility criteria.
Period of Tender	:	One Year
Cost of Tender Document	:	Rs.5,000/-
Period of Sale of Tender document	:	From <u>13.11.2023</u> up to 1.00 PM of <u>28.11.2023</u>
Last date of Receipt of filled up of Tender document	:	Up to 1.30 PM of <u>28.11.2023</u>
Place & Date of Opening of Technical Bid & Financial BID	:	Office of the Executive Officer, Rayagada Municipality <u>28.11.2023 at 3.00 PM</u>
Officer invited the Tender	:	Executive Officer on behalf of Rayagada Municipal Council, Rayagada
Likely date for commencement of deployment of required manpower	:	Dt 01.01.2024


 31/11/23
 Executive Officer
 Rayagada Municipality

Signature of Bidder with Seal

OFFICE OF THE MUNICIPAL COUNCIL: RAYAGADA

PIN CODE-765001, ODISHA

Tel No/ Fax No-06856 235067 , E-mail ID-rayadam.hud@nic.inNo 5231Dt 13/11/23**Notice Inviting Tender**

Sealed tenders, in conformity with the detailed tender call notice are invited from the intending Registered Man Power Service Providers / Regd. Firms / Regd. NGO / Regd. Private Companies/ Contractors satisfying the eligibility criteria as per NIT for execution of providing, cleaning & sanitation work of following 06 number Zones of Rayagada Municipality so as to reach the Executive Officer, Rayagada Municipality through registered post/ speed post or direct dropping at Tender box available at undersigned chamber by to 1.30 PM on Dt.28.11.2023 during office hours And tender will be opened at Rayagada Municipality on 28.11.2023 at 03.00 P.M in presence of the bidder or their authorized representative .

Sl.No	Name of the Work	Period of Contract	Cost of Tender Document	Monthly Estimated Cost
1	Out Sourcing / Privatization of Sanitation Work Zone I	1(One) Year	5,000 /-	Rs 6,83,980.00
2	Out Sourcing / Privatization of Sanitation Work Zone II	1(One) Year	5,000 /-	Rs 7,81,460.00
3	Out Sourcing / Privatization of Sanitation Work Zone III	1(One) Year	5,000 /-	Rs 8,72,060.00
4	Out Sourcing / Privatization of Sanitation Work Zone IV	1(One) Year	5,000 /-	Rs 7,31,320.00
5	Out Sourcing / Privatization of Sanitation Work Zone V	1(One) Year	5,000 /-	Rs 8,51,440.00
6	Out Sourcing / Privatization of Sanitation Work Zone VI	1(One) Year	5,000 /-	Rs 6,47,420.00

Bid documents can be purchased from office of the Municipality, Rayagada against cost of bid document in the form of Demand Draft issued from any Nationalized Bank payable at Rayagada in favour of Executive Officer, Rayagada Municipality. The paper cost of tender paper in form of DD must be submitted with bid documents failing which the bid will be rejected. All other details are available at the office of the undersigned as well as in the official website www.rayagada.nic.in & www.rayagadamunicipality.in

Bid documents should be submitted through Reg. Post / can be submitted at the office tender box only, subscribing "Tender for executing sanitation work Zone ___ under Rayagada Municipality" and addressed to Executive Officer, Rayagada Municipality, At/Po Rayagada, Dist Rayagada. However Rayagada Municipality will be no way responsible for postal delay for the receipt of bid documents beyond scheduled date and time. The bid must be accompanied with either Bid Security Declaration form against EMD or EMD exempted certificate for qualify at the technical bidding. However the details of the tender notice is available in above mentioned portal which may be downloaded. The Successful bidder after completion of the bidding process has to submit E.M.D @ 1% of total amount of One Year in shape of Demand Draft /NSC/STDR/Bank Deposit receipts of any nationalized bank duly drawn / pledged in favour of Executive Officer, Rayagada Municipality Rayagada and payable at Rayagada failing which the financial bid will be rejected.

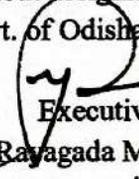
1. Mere procurement of tender document does not guarantee for fulfillment of the eligibility criteria
2. Name of the purchaser at the time of procurement of Tender Document should not be disclosed. No Rayagada Municipality money receipt shall be given indicating the name of the purchaser at the time of purchase of Tender Documents.
3. Only ink/dot pen signed copy of the Tender paper issued by the office shall be entertained

The Authority reserves the right to reject any or all the bid without assigning any reason thereof. Further notifications terms and conditions may change as notified by Govt. of Odisha from time to time.

Memo No 5232/2023

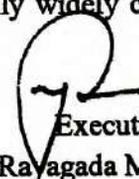
Copy forwarded to the I&PR Department, Bhubaneswar for information & necessary action with a request to publish the tender on two Odia and One English daily widely circulated local News papers for one day.

Copy to Office Notice Board.


13/11/23
Executive Officer
Rayagada Municipality
Date: 13/11/23

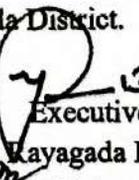
Memo No 5233/2023

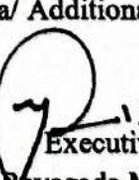
Copy forwarded to the Officer in charge, NIC, Rayagada for information and necessary action with a request to hoist the tender in the official website of Rayagada District.


13/11/23
Executive Officer
Rayagada Municipality
Date: 13/11/23

Memo No 5234/2023

Copy submitted to the Collector & District Magistrate, Rayagada/ Additional District Magistrate, Rayagada / Project Director, DUDA Rayagada for kind information.


13/11/23
Executive Officer
Rayagada Municipality
Date: 13/11/23


13/11/23
Executive Officer
Rayagada Municipality

Eligibility Criteria

The Bidder must have following documents for technical evaluation criteria

1. The bidder must be a registered firm/Company/Association/Organization/NGO/ Contractor etc., having valid registration certificate.
2. GST registration certificate with latest three month return.
3. PAN Card
4. Valid Labour License under Act 1970 to be submitted
5. The bidder must have registered under EPF & ESI Act. And must have minimum of 50 workers under their payroll. ECR and challan for last month wage must be submitted as proof of evidence.
6. IT regular certificate from P&L statement and audit report from CA.
7. Experience Certificate of any three years for same nature of work at any ULB from Odisha State.
8. The Annual Turnover of the agency should be more than 1.00 Crore indian Rupees.
9. Must have branch office within Rayagada Municipality after getting the tender.
10. Affidavit certifying that agency has not black listed in any Govt. Sector.
11. Bids must be submitted in double cover system (Technical & Financial Bid)
12. Must submit scanned copies of vehicle details or affidavit of lease agreement in technical Bid.

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


13/11/27
Executive Officer
Rayagada Municipality

Signature of Bidder with Seal

Chapter-1 : GENERAL TERMS AND CONDITIONS: Instructions to bidders:

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

- 1.15. Service is required on all working days. However the agency will have to work on holidays also. No extra remuneration would be paid for such holiday works.
- 1.16. Before deployment of workers in the Sanitation work, the contractor shall ascertain their age. He/she shall also ensure that no worker should be minor.
- 1.17. The revised minimum rates & wages will be applicable to the tenderer as notified by Labour & ESI Department, Government of Odisha from time to time.
- 1.18. At any time prior to the Proposal Due Date, Rayagada Municipality may, for any reason, at its own initiative, modify the NIT document by the issuance of Addenda.
- 1.19. If the tenders are called for interview, then the tenders will come at their own expense and without any obligation, if called upon to do so, to interview with The Executive Officer, Rayagada Municipality (or an officer authorized to act on his behalf), as the case may be at their own expense.
- 1.20. Notwithstanding anything contained in this NIT, Rayagada Municipality reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.
- 1.22 Quoting abnormally low rate/high rate, tender will be rejected. The Bidder has to quote Minimum Service charge of 3.85% and Maximum 7% on total Labour cost as mentioned Financial Bid Table A (Sl.No 2) and Quote total expenditure of Material Component as prescribed in Table-B (the authority is not liable to explain the tenderer the details of the rate so estimated).**
- 1.23 For all intents & purposes, the Man Power Service Providers / Regd. Firms / Regd. NGO / Regd. Private Companies/ Entrepreneur/Contractor shall be "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed for sanitation work. The persons so deployed by the Man Power Service Providers / Regd. Firms / Regd. NGO / Regd. Private Companies/ Entrepreneur/Contractor shall not have any claim whatsoever like Employer & Employee relationship against the Executive Officer, Municipal Administration, Rayagada.
- 1.24 The annual turnover of the agency should be more than 1.00 cr. Indian Rupees.
- 1.25 The claims in bills regarding Employees State Insurance, Provident Fund, should be necessarily accompanied with documentary proof pertaining to the previous month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of this office.
- 1.26 The agency shall indemnify the Rayagada Municipality against any claim, losses, damages concerning to workers/ employees during the contract period


Executive Officer
Rayagada Municipality

Signature of Bidder with Seal

CHAPTER-2

SCOPE OF WORK

Selected Contractor / Agencies will be undertaking Sanitation works in Zone-VI (i.e Wards 21,22,23,24) Complete location and ward details enclosed at Annexure-I

2.1 Sweeping, Garbage Collection of Solid Waste:

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

2.2 Cutting of bushes & Cleaning of drains:

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

2.3 Transportation of Solid Wastes:

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

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

2.3.3 Night Cleaning should be made in the commercial areas which is a mandatory condition in the sanitation work.

2.4 Spraying of Mosquito Larvacidal Oil In Drains:

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

2.4 Spraying of Bleaching powder and Phenyl :

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

2.5 Disposal of Dead Bodies:

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

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

2.6 Drain Cleaning:

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

2.7 Engagement of Sanitation Worker

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

2.8 Provision of Equipment for Cleaning and Sanitation Purpose

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

2.9 Provision of Personal Protection Measure for Sanitation Worker

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

2.10 Provision of Photo ID and Uniform of Sanitation Worker

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

2.11 Citizen Grievance Redressal

A complaint register as per the proforma given by the Executive Officer, Rayagada Municipality will be maintained at the office of the service provider. The complaints received from the public as well as the instructions given by Sanitary Inspector, any Sanitation related staffs, Executive Officer and Chairperson, Rayagada Municipality will be noted down in that register. The complains received from the public will be addressed by the contractor/agencies in the time frame as detailed below:

- Disposal of dead body Animal : Immediately
- Cleaning and Sweeping : Immediately
- Lifting of Waste : within 06 hours
- Cleaning of Drain : within 24 hours

Signature of Bidder with Seal



CHAPTER-03**IMPORTANT INSTRUCTIONS AND OTHER CONDITIONS:****3.1 Period of Engagement**

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

3.2 Award of Contract

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

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

a. Either invite the next lowest Bidder for negotiations.

Or

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

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

3.3 Allotment of Work

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

3.4 Earnest Money Deposit & Performance Security

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

The authority in the following circumstances can forfeit it.

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

3.5 Commencement of Service

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

Signature of Bidder with Seal



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

3.6 Payment and Price Validity

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

3.7 Tools and Plants

- 3.7.1 The contractor and agencies has to arrange his/their own tools and plants for cleaning, sanitation work, and collection of waste.
- 3.7.2 The Municipality authority will provide disinfectants and other chemicals required for sanitation etc.
- 3.7.3 Minimum 2 tractor with trolley required to engage by the Contractor/Agency
- 3.7.4 The vehicles to be engaged by Agency for transportation of solid wastes must be in good running condition.
- 3.7.5 The drivers of the vehicles must have valid driving license.
- 3.7.6 The contractor/agencies shall bear the following:-
- 3.7.6.1 The salary and others expenses of the drivers and other employees attached to the vehicle.
- 3.7.6.2 The cost of fuel and other lubricants.
- 3.7.7 The contractor/agency shall also maintain the log book of the vehicle utilised during the sanitation work and produce to the office along with monthly bill.
- 3.8 In case of requirement for transportation of solid wastes generated from all sources beyond 08 KM, the extra amount of transportation will be paid as per scheduled of rate of the estimated volume/quantity of garbage.
- 3.9 In case the contractor/agencies willing to hire the Office vehicles, the hire charges as fixed by the Municipality will be deducted from the monthly bill.

3.10 Penalty

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

3.11 Termination of Contract

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

- a. If the operator fails to achieve any item of performance specified at Chapter 2 for a continuous period of 4 months.
- b. If the operator fails to remedy a failure in the performance of their obligations within the time specified by the client or within such further period as the client may have subsequently approved in writing, for at least three times during a year and a show cause notice has been issued to him to this effect.
- c. If the operator becomes insolvent or bankrupt or enters into any agreements with their creditors for relief at debt. Or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- d. If the operator submits to the employer 3 false statement which has a material effect on the rights, obligation or interests of the employer and which the operator knowingly raised.
- e. If as a result of Force Majeure, the operator is unable to perform a material portion of the services for a period of not less than Sixty (60) days..
- f. If the employer, in its sole discretion and for any reasons what so ever, decided to terminate this contract.

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

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

3.14 Legal Jurisdiction / Settlement of Dispute

3.14.1 All legal matters are subject to be in Jurisdiction of Rayagada

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

3.15 Right to Accept and Reject any Proposal

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

Signature of Bidder with Seal



TECHNICAL BID FORMATS
CLEANING AND SANITATION
SERVICES ZONE-VI
AT RAYAGADA MUNICIPALITY
DIST: RAYAGADA

CHECK LIST

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

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

Note: The bidder should sign in each and every page as taken of its receipt and accepted all terms and conditions of the bid document and abide by rules and regulations of the tender. Any violation of above will liable for outright rejection of bid document.

Signature of Bidder with Seal



FORM 1**TENDER SUBMISSION FORM**

(On the letterhead of the agency)

To

The Executive Officer,
Rayagada Municipality,

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

Dear Sir/ Madam,

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

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

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

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

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

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

Yours Sincerely,

Authorized Signatory [In full and initials] _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

(Organization Seal)



FORM 2**PROFILE OF THE AGENCY**

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

Authorized Signatory [In full and initials]: _____

Name and Title of Signatory: _____

(Organization Seal)



FORM 3**ANNUAL AVERAGE TURN OVER STATEMENT**

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

The Annual Turnover of M/s _____ for the last 3 financial years are given below and certified that the statement is true and correct.

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

*Provisional audited statement shall not be considered.

Date:

Signature of Chartered Accountant

Place:

(Name in Capital) Seal

Membership No.

Note:

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

FORM 4

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

Affidavit

I, M/s.

..... (the name of the agency with address of the registered office) hereby certifies and confirm that we or any of our promoter(s)/Director(s) are not barred by Department of H. & U.D. Govt of Odisha / or any other entity of Govt. undertaking or blacklisted by any state Government or Central Government/ Department/ Organization in India from participating in Tenders as on the _____ (Date of Signing of this proposal).

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

Date this Day of20

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

Name and Title of Signatory: _____

(Organization Seal)

FORM 5

Anti - Collusion Certificate

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

Date this Day of20

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

Name and Title of Signatory: _____

(Organization Seal)



FORM 6

Form of Bid-Security Declaration
< Letter Head of the Bidder >

Bid No _____

To
The Executive Officer
Rayagada Municipality

I/We the undersigned declare that:

1. I /We understand that, accordingly to your conditions, bids must be supported by a Bid-Security Declaration.
2. I /We accept the Authority / Employer /Tender Inviting Authority shall cancel our empanelment and / or suspend / prohibit / debar / black list from participating in building in any contract of the state for a minimum period of 180 days. If we are in breach of our obligation (s) under the bid conditions, because we:
 - a) Have withdrawn our Bid Prior to the expiry date of bid validity specified in the Letter of Bid or any extended date provided by us : or
 - b) Having been notified to the acceptance of our Bid by the Employer prior to the expiry date the bid validity in the Latte of Bid or any extended date provided by us.
 - c) Failure of use to furnish the Performance Security in accordance with the terms of the Bid Documents.
 - d) Fail to agree to the decision of the contract negotiation meeting.
 - e) Failure refuses to execute the contract.
3. I /We understand this Bid-Security Declaration shall expiry if we are not the successful Bidder, upon the earlier of your notification of the name of the successful Bidder through award of contract : or (ii) after expiry date of the Bid validity.

Name of the Bidder* _____

Name of the person duly authorized to sign the bid on behalf of the Bidder* _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date Signed _____ date of _____

*In the case of the bid submitted by joint venture specify the name of the Joint venture as Bidder.

**Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid.

[Note: In case of a Joint Venture, the Bid-Security Declaration must be in the name of all members the joint Venture that submits the bid]

Signature of Bidder with seal



FORM-7

AGREEMENT

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

And

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

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

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

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

Now this agreement witnesses as below:-

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

Signature of Bidder with Seal



IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

**Signature of the officer
to sign on behalf of
Service Provider**

**Signature of the Authority Authorized
An officer acting in the premises**

In the presence of witness:-

Witness

Witness

1. Name

1. Name

Address:

Address:

2. Name

2. Name

Address:

Address:

Signature of Bidder with Seal

FINANCIAL BID
(On the Letter-head of the Agency/ Bidders)

To

The Executive Officer,
Rayagada Municipality,
PO/PS/Dist.-Rayagada,
Odisha, 765001.

Dear Sir,

I/We, submit the sealed Price Bid for appointment as Sweeping and Cleaning Contractor at RAYAGADA MUNICIPALITY.

I/We thoroughly examined and understood instructions to tenders, terms and condition of contract, given in the NIT and those contained in the different conditions of contract and its annexure and agree to abide by them.

I/We hereby offer to work at our quoted rate for the works mentioned in Schedule-I.

I/We undertake to take responsibility of statutory liability such as EPF/ESI /GST etc.

I/We shall be bound by the communication of acceptance of the offer dispatched within the time and I/We also agree that if the date up to which the offer would remain open be declared a holiday for the Municipal Administration, Rayagada, the offer will remain open for acceptance till the next working day.

As required no documents are being enclosed with Price Bid. All documents have been enclosed with the technical bid along with Bid Security Declaration form against EMD.

I/We agree to abide by Conditions to be imposed by Rayagada Municipality.

Yours faithfully

Signature of the Tenderer/Agency

Seal

Date:



FINANCIAL BID

i) Name of Work: Providing Cleaning and Sanitation Service work at Zone VI of Rayagada Municipality

ii) Name of Contractor/Agencies: _____

Rate quoted including all statutory dues as applicable

Table A (Labour Component)

Sl.No	Particulars	Estimated Cost (Per Month)
1	Number of Un-skilled Labour Required = 38 no.s	
2	Total Cost of Labour Charge	Rs 4,01,280.00
3	Add: EPF 13%	Rs 52,166 .00
4	ESI 3.25%	Rs 13,042.00
5	Labour Cess 1%	Rs 4,013.00
6	Agency Supervision and Service Charge (To be quoted by Bidder)	
7	Total	
Rate in Words =		
Rate in Figures =		

Table B (Material Component)

Sl.No	Type of Vehicles (Including Vehicle hiring charges, Lubricant Cost, Repair & Driver Charges)	Index of Rate (within 8 Km)	Rate (in Rupees) Not less than Minimum Govt Rate of Rs 200.87 /- per hour
1	Tractor with Trolley with Minimum requirement of 8 hrs per day at Zone-VI	Per Hour Rate	
2	Total Expenditure (per month including all taxes)		

Total Expenditure Per Month including all taxes Table A (Sl.No 7) + Table B (Sl.No 2) = Rs _____ /-

NB: The Bidder making the lowest Financial Offer of A+B would be declared as the Preferred Bidder.

Signature of the Tenderer/Agency

Seal:

Date:

ANNEXURE-I**ZONE-06**

Ward No.	Area Name
21	Royat Colony 2nd Lane (Right Side)
	Royat Colony 3rd Lane (Right Side)
	Royat Colony 4th Lane (Right Side)
	Royat Colony 5th Lane (Right Side)
	Royat Colony 6th Lane (Right Side)
	Royat Colony 6th Lane (Left Side)
	Royat Colony 7th Lane (Right Side)
	Royat Colony 7th Lane (Left Side)
	Royat Colony 8th Lane (Right Side)
	Royat Colony 8th Lane (Left Side)
	Royat Colony 9th Lane (Right Side)
	Royat Colony 9th Lane (Left Side)
	Royat Colony 10th Lane (Left Side)
	Royat Colony 11th Lane (Left Side)
	Royat Colony 12th Lane (Left Side)
Royat Colony 13th Lane (Left Side)	
22	Royat Colony 1st Lane (Left Side of Shiva Temple)
	Sastri Nagar School Road
	Sastri Nagar 1st Lane
	Sastri Nagar 2nd Lane
	Sastri Nagar 3rd Lane (Manikanta Kiran Shop)
	Sastri Nagar 3rd Lane (Military Doctor)
	Sastri Nagar 4th Lane
	Sastri Nagar 5th Lane
23	Nua Sahi
	Jhodia Sahi
	Anjeyapeta
	Utkalamani Nagar
	Kadaliguda
	Jayaramguda
	P.H.D Office Lane
24	Ambaguda
	Seriguda
	Electrical Colony
	Nilandrigiri
	Sirikona
	Oduguda
	New Kotlaguda
	Kotlaguda