



ବିଜ୍ଞାପିତ ଅଞ୍ଚଳ ପରିଷଦ କାର୍ଯ୍ୟାଳୟ, ଧାମନଗର
OFFICE OF THE NOTIFIED AREA COUNCIL, DHAMNAGAR

Pin:-756117 (Odisha) Tel.No-06786-236056 / E.Mail: dhamnagar.nac@gmail.com

No: 4535 /NAC

Date: 18.12.2023

TENDERCALLNOTICE

Sealed tenders are invited from the reputed firms /Agencies for "Engagement of Manpower for Cleaning, Sweeping, Bush Cutting/Branch Cutting, Gardening, Maintenance and Cleaning of Parks, Kalyanmandaps and other NAC properties, Drain Cleaning, Conservancy cleaning Pavements both side, public toilet cleaning and it's supervision on Outsource Basis".

Detail technical specifications, along with terms & conditions etc. may be seen from the Web site of GeM from the date of issue of tender documents i.e; from Dt.20.12.2023.

The last date for receipt of tender is 29.12.2023 through Web site of GeM.

Sraik
Executive Officer
Dhamnagar NAC

Memo No: 4536 / Dated: 18.12.2023

Copy submitted to the Collector, Bhadrak / The Project Director, DRDA-cum-P.D., DUDA, Bhadrak, /Chairperson, Dhamnagar NAC / The Sub-Collector, Bhadrak / Tahasildar, Dhamnagar / Block Development Officer, Dhamnagar/ Executive Engineer (Roads and Building) Division, Bhadrak / Executive Engineer, Salandi Canal Division, Bhadrak / Executive Engineer (Rural Works) Division, Bhadrak / Executive Engineer (Rural Works) Division-II, Bhadrak / Executive Engineer Drainage Division, Bhadrak/ Assistant Executive Engineer, P.H.D, Bhadrak / D.I.O., NIC, Bhadrak for information with a request to display the tender notice in their respective Notice Boards for wide publication / One copy displayed in this office Notice Board for wide publication.

Sraik
Executive Officer
Dhamnagar NAC

Memo No: 4537 /Date: 18.12.2023

Copy submitted to the Deputy Director (Advertisement) & Deputy Secretary to Govt., I & P.R. Department, Odisha, Bhubaneswar with a request to get this tender Notice published in one no. of leading Oriya Dailies and one no. of English Daily News Paper within a minimum space on or before Dt.20.12.2023 for wide circulation of the tender call notice. The complimentary copy of the newspaper publishing the tender notice may be sent to this office for reference and record & the bill may be sent for necessary payment as per the rate approved by I & P.R. Department, Odisha.

Sraik
Executive Officer,
Dhamnagar NAC

Memo No: 4538 / Dt. 18.12.2023

Copy submitted to the Director, Municipal Administration & Ex- officio Additional Secretary to Government, Housing & Urban Development Department, Government of Odisha, for favour of kind information.

Sraik
Executive Officer
Dhamnagar NAC



Notified Area Council, Dhamnagar

Pin:-756117 (Odisha) Tel.No-06786-236056 / E.Mail: dhamnagar.nac@gmail.com

TENDER

**STANDARD TERMS & CONDITIONS OF TENDER DOCUMENTS FOR
“Engagement of Manpower for Cleaning, Sweeping, Bush
Cutting/Branch Cutting, Gardening, Maintenance and Cleaning of
Parks, Kalyanmandaps and other NAC properties, Drain
Cleaning, Conservancy cleaning Pavements both side, public
toilet cleaning and it's supervision on Outsource Basis”.**

INVITATIONFORBID(IFB)

Dhamnagar NAC, invites sealed Bids for "Engagement of Manpower for Cleaning, Sweeping, Bush Cutting/Branch Cutting, Gardening, Maintenance and Cleaning of Parks, Kalyanmandaps and other NAC properties, Drain Cleaning, Conservancy cleaning Pavements both side, public toilet cleaning and it's supervision on Outsource Basis".

Bidding Schedule:

Sl. No	Information	Details
01	Date of Publication of Tender	20.12.2023
02	Last Date & Time of Receipt of Filled Up Bid Document	29.12.2023
03	Date and Time of Opening of Technical Bid	30.12.2023
04	Date and Time of Opening of Financial Bid	30.12.2023
05	Period of Contract	1 (ONE) YEAR
06	Performance Bank Guarantee/Security Deposit	3% of the quoted price
07	Place of Opening of Bid	Online on GeM Portal
08	Address at which proposal in response to tender notice is to be submitted	Online On GeM Portal

1. In the event of any of the above-mentioned dates being declared as a holi day / closed day the Bids will be received/ opened on the next working day at the appointed time.
2. For Queries and Clarifications, send email to: Dhamnagar.nac@gmail.com
3. The Authority of Dhamnagar NAC reserves the right, without any obligation or liability, to accept or reject any or all proposals at any stage of the process or to cancel or modify the process without assigning any reason whatsoever. Any changes in the tender document, addendum and corrigendum or schedule of the tender shall be reflected in the website (www.bhadrak.nic.in & GeM portal). No extension of any deadline will be granted on the basis of grounds that Dhamnagar NAC have not responded to any question or not provided any clarification.

Smail
10/12/2023
Executive Officer
Dhamnagar NAC

TERMS & CONDITIONS

Tender for "Engagement of Manpower for Cleaning, Sweeping, Bush Cutting/Branch Cutting, Gardening, Maintenance and Cleaning of Parks, Kalyanmandaps and other NAC properties, Drain Cleaning, Conservancy cleaning Pavements both side, public toilet cleaning and it's supervision on Outsource Basis".

Executive Officer, Dhamnagar NAC invites tender for **"Engagement of Manpower for Cleaning, Sweeping, Bush Cutting/Branch Cutting, Gardening, Maintenance and Cleaning of Parks, Kalyanmandaps and other NAC properties, Drain Cleaning, Conservancy cleaning Pavements both side, public toilet cleaning and it's supervision on Outsource Basis".**

The Tender shall be submitted in **GeM Portal**.

- 1. Performance Guarantee –** Performance Guarantee/Security Deposit of 3% of total value of the contract will have to be deposited within 7 days of placing order in the form of FDR/ TDR from nationalized bank pledged to the undersigned/Bank Guarantee from a Nationalized Bank may be submitted in favour of The Executive Officer, Dhamnagar NAC. This shall be valid upto 90days beyond Contract period. Performance Guarantee will be returned without any interest after successfully completion of contract. This amount, however, be confiscated in case of refusal or failure to provide satisfactory services or backing out in midstream.

Scope of Work of the Assignment for "Engagement of Manpower for Cleaning, Sweeping, Bush Cutting/Branch Cutting, Gardening, Maintenance and Cleaning of Parks, Kalyanmandaps and other NAC properties, Drain Cleaning, Conservancy cleaning Pavements both side, public toilet cleaning and it's supervision on Outsource Basis".

A. Job Description and Terms & Conditions

The Agency is strictly bound to ensure all the terms & conditions are fulfilled and abide by the scope of work as mentioned below.

1. The general scope of work is Engagement of Manpower for Cleaning, Sweeping, Bush Cutting/Branch Cutting, Gardening, Maintenance and Cleaning of Parks, Kalyanmandaps and other NAC properties, Drain Cleaning, Conservancy cleaning Pavements both side, public toilet cleaning and it's supervision on Outsource Basis and it's supervision on pilot basis for a period of 1(one) year including supervision and complain redressal from the date of commencement of the work. Another 1(one) year can be extended on the satisfactory performance.
2. Cleaning, Sweeping Bush Cutting, Garden Trimming (cleaning/mowing/Trimming considering shape hedges/ unwanted branches, loosening of soil, Shaping of all specimen plants, Care of Seasonal plants) and Conservancy cleaning of Pavements may be done every alternate day from 04.00 hrs to 11.00hrs.
3. All machinery, handpushcart, wheel barrow, tools & equipment for cleaning, sweeping, garden Trimming, conservancy cleaning, safety equipment, PPE to workers will be provided by the bidder till the tenure of the contract.
4. On vital days if the office desires, additional manpower may be engaged in these service area by the bidder. However heavy machine like highpower jet for washing, Tractor/JCB for transport of garbage will be provided by NAC as per the requirement by the officials incharge.
5. Sweeping of pathways, water discharge drain hole cleaning & de-silting will be done by the bidder/agency. The bidder shall prepare detailed sweeping plan along with road net work within one(1) month from date award of contract, the same shall be approved by the NAC.
6. The Bidder shall mobilize its resources for execution of the work as per the scope of work and manpower requirement.
7. The work shall be executed strictly in accordance with the scope of work. The bidder shall discharge its responsibility strictly adhering to the above-mentioned scope and shall ensure cleanliness as per frequently indicated above.
8. The bidder shall ensure that proper discipline to be maintained by the staff engaged by them, and they shall have to behave soberly at all times while functioning. The conduct, safety and security of the staff shall be the sole responsibility of the bidder/agency.

9. The payment will be made/ released on monthly basis to the bidder/agency for preceding month based on the certification by the Sanitary Inspector/ or any Designated officer of Dhamnagar NAC.
10. The assets and equipment if any provided by NAC shall be property of the NAC and firm shall be merely the custodians of such assets and equipment. On termination/disengagement/expiry of contract, any such property shall be handed over to NAC.
11. The bidder/agency is required to deploy the numbers of categorized personnel as per the workorder for smooth execution of the work under the contract. The personnel may be increased as per the written instruction of the Authority of NAC, if required so.
12. In case the Bidder/Agency/Contractor not performing his duties properly as per the agreed terms and conditions of the contract, notice will be served to the Firm/ Agency for rectification within 3 days, failing which the contract may be terminated.

B. Liquidated Damages

The Bidder/Agency/Contractor shall ensure execution of work as per the indicated scope. For any deviation there from or for any job not performed or left out or for any delayed performance, the firm shall be liable for penalty on pro-rata basis per day, to be assessed by Sanitary Inspectors of the concerned area, subject to a maximum limit of 10% of the monthly bill.

C. Risk and Cost

In case of stoppage of performance or non-attendance to the job in extending sanitation services as spelt out in the Job description and frequency, on any day or part of the day or days, this being an essential service without any reference, the job shall be forth with executed by NAC at the risk and cost of the firm through alternate source.

Neglect or failure on the part of the contractor to execute the work will be carried out by alternate source at the risk and cost of the contractor and to the extent of alternate execution, the contract will be deemed to be terminated either partially or fully.

D. Consideration/Payment Terms:

1. **Payment: The monthly consideration for the work will be quoted by the bidder/ agency excluding GST, which should commensurate with the proposal and can be justified if called for.** The payment will be made on monthly basis. The wages to the workers should be as per the Minimum wages notification issued by Labour Department of Govt. of Odisha in force from time to time under Minimum Wages Act-1948. However, if after entering into the contract the labour rates are increased by the Government, NAC will increase the consideration on pro rata basis towards labour from the same date of effect. The agency is required to submit the taxable Bill/Invoice in the first week of every succeeding month for release of payment which will be certified by the Sanitary Inspectors and verified by any Designated officer of NAC. The payment of the certified monthly bill shall normally be made within 15 days from the date of receipt of the Bill/Invoice.
2. **GST: Extra as applicable on the total value (It may be changed as per Govt. notification from time to time).**
3. **Subject to any deduction that may have to be made in accordance with the terms & conditions of this contract, the Contractor shall be paid against bill on monthly basis for the work done during the previous month.**

4. For the purpose of such monthly payments, invoices preferably in their printed forms alongwith the documentary proof of deposition of wages in the bank account of Staff(within 7days),EPF/ESI Contribution (within 15 days) from the expiry of the previous month.
5. Deduction of applicable taxes will be made including TDS & Certificate will be issued by Accounts Department of NAC for such deductions.

E. Work to the Satisfaction of NAC

The contractor shall execute the work efficiently and complete it in all respects in accordance with the contract terms and conditions and shall comply with and adhere strictly to the instructions and directions on any matter in accordance to the terms of the contract which has to be certified by the concerned area Sanitary Inspectors.

F. Indemnity

The contractor shall indemnify NAC against any claim, order and demand, made by competent authority & in case Dhamnagar NAC asked to comply such order/ direction, Dhamnagar NAC shall be entitled to recover /adjust the said amount from the dues of the contractors.

G. Statutory Obligations

1. The bidder/agency shall be directly responsible for payment of wages as per wages rate in force (including other benefits like EPF & ESI) to his manpower engaged under this contract at his own cost. Dhamnagar NAC will enhance the wage rate if Govt. enhances the wage rate on prorata basis. When the contract terminates there shall be no physical or moral pressure on Dhamnagar NAC, on grounds of "Person Displaced from Job".
2. Month wise detailed statement of the previous month's EPF/ ESI deduction, ECR copy should be enclosed along with the monthly bill and submitted to the designated Officer of Dhamnagar NAC.
3. The firm should have EPF & ESI registration No. and a valid Labour license under section 7 of the contract Labour (R&A) Act, 1970 and contract Labour (R&A Central Govt. Rules, 1971).
4. The firm shall abide by all statutory and regulatory Acts of both Central Government and State Government.
5. The bidder/agency should comply the regulatory clauses of Labour Act and shall not engage any minor under this contract.

6. Safety Measures

All safety measures must be taken care of, in order to avoid any accident, fire and other safety hazards. Any type of loss of assets due to any such incident is the sole responsibility of the Firm. Dhamnagar NAC shall no way be liable for any such incident. The Firm shall also ensure that all their personnel are aware of this and other clauses of the contract.

7. The staff engaged by your firm shall draw their wages from you and will not claim any employment benefit from Dhamnagar NAC at any time. The agency shall also be responsible for the Statutory obligations of such personnel and shall indemnify Dhamnagar NAC in the matter.
8. Dhamnagar NAC shall not be responsible for loss of life/ injury to the engaged staff of Firm in any manner what so ever. Dhamnagar NAC shall not be responsible for all such litigations.

H. Contract Validity

1. The contract is valid for a period of one-year i.e. from unless extended other wise and can be extended for another year on satisfactory performance.
2. This contract can be terminated under following circumstances:

- a) By giving one month's notice by NAC, anytime without assigning a reason, if in the opinion of the authorities such termination is in the interest of NAC. This termination will not be challenged by the Contractor in any form.
- b) The Firm/ Contractor not performing his duties properly as per the agreed terms and conditions of the contract. NAC shall decide whether the performance of the contractor meets specification or is deficient and to what degree. In such a case the notice period shall be one week without any compensation.
- c) For committing breach of the terms & conditions of the contractor assigning the contract of any part thereof by the Agency to any third party or subletting whole or part of the contract of the premises to any third party. The notice period shall be one week without any compensation.
- d) The Firm/ Contractor being declared as insolvent by the Court of Law. The notice period shall be one week without any compensation.
- e) For indulging in any grossly unsafe practice, stealing or willfully damaging the property or engaging in any illegal activity, the contract shall be terminated on immediate notice. Decision of Executive Officer, Dhamnagar NAC in this matter shall be final and binding.

During the notice period for termination of contract in any of the situations contemplated above, the Contractor shall keep discharging his duties as before till the expiry of notice period. It shall be the duty of the Contractor to remove all the personnel and / or resources deployed by him on termination of the contract on any ground whatsoever and to ensure that no person creates any disruption/ hindrance/ problem of any nature to NAC.

- I. After completion of job, you are required to submit a certificate to the effect that PF claims in reference of outgoing/ deceased employee have been signed and submitted to Regional PF Commissioner for settlement. Failing which no final bill will be released.
- J. After completion of job, you are required to submit a declaration to the effect that you have cleared the wages of your workers up to the end of contract period complying to Labour Law of Govt. of Odisha.
- K. Jurisdiction and Right to Amend Rule:
 1. NAC reserves the right to amend rules whenever and wherever considered necessary and appropriate. The same shall be intimated to the Firm/Contractor in due course.
 2. NAC rules shall be binding for execution of the contract. Further, in case of any dispute arising out of or in connection with aforesaid contract either during subsistence of the contract or thereafter, the Executive Officer, Dhamnagar NAC is the sole arbitrator to decide the same and his decision is final and binding both the parties as per the provisions of the Arbitration and Conciliation Act 1996. If differences persist even after arbitration and there are compelling reasons to go to the Court, it will be decided in the Court of Dhamnagar Only.

L. Bidders should present the calculations for man power requirement for different types of activity mentioned in scope of work.

Sl. No	Type of Staff	Total number of People to be employed	For the Activities per Scope like Sweeping, Drain Cleaning, Bush Cutting, Garden etc.

M. Eligibility criteria of Bidder/Agency (proof to be submitted with proposal)

- The Bidder/Agency/Contractor must be a registered contractor, Society, Trust, Registered Partnership Firm having similar nature of work experience of minimum 2 years with any Municipal Corporation/Govt. PSU/ etc, and fully inform itself on all local conditions and factors which may have any effect on discharge of the agency's responsibilities as described in Scope of Work
- Bidder / Agency/ Contractor must have average annual turnover of Rs 1 crore in last two years (2020-21&2021-22).
- Bidder / Agency / Contractor or having experience of managing operation/supervision/sanitation work independently in previous years will be preferred.
- Bidder/Agency/Contractor must have PAN, Audited BS/PL, Labour License, IT Return, GST, EPF, ESI, registration and upto date filing of returns.
- Bidder/Agency/Contractor having record of in time wage payment through bank to staff and deposit of the statutory benefits (EPF/ESI) will be preferred.

Note:

- a. Bidder must submit a Proof of registration of the legal entity.
- b. Audited Balance Sheet/IT return of the last two financial years must be submitted in support, without which the bid may not be considered. The calculation sheet for average annual turnover shall be certified by a Chartered Accountant.
- c. Bidders must submit the copy of work orders and its completion /continuation certificates of assignments issued by the clients in similar activities for each assignment.

N. ACKNOWLEDGEMENT BY BIDDER

It shall be deemed that by submitting the tender/proposal, the bidder has:

- a. Made a complete and careful examination of the tender document, general condition of contract, submission of formalities and evaluation mechanism;
- b. Received all relevant information requested from Dhamnagar NAC;

- c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this document or furnished by or on behalf of Dhamnagar NAC;
 - d. Satisfied itself about all matters, things and information necessary and required for submitting the proposal and performance of all of its obligations there under;
 - e. acknowledged that it does not have a conflict of interest with any other Agencies; and
 - f. Agreed to be bound the undertaking provided by it under and in terms here of .
- O. The technical bid of the bidders will be opened first and the financial bid will be opened only of the bidders who sete chnical bidis accepted/qualified.
- P. The tenderer/authorized person(s) should sign on each page of the bid document as a token of authenticity of the same.
- Q. **Language of Bid: The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the NAC, shall be in English including Previous work orders, Contract agreement copy, Assignment completion certificate etc**
- R. Conditional tenders will not be accepted.

I have read and under stood all the terms & conditions of the Tender Enquiry and here by under take to abide by the same.

Date:

Authorized Signatory

Place:

Name_____

Designation_____

Submission of Technical Bid & Documents to Accompany the Bid:

The intending Bidders are required to submit the technical Bid in the prescribed format as in tender specification and also submit copy of the following documents, along with the Technical Bid, **failing which the bid shall be summarily/out rightly rejected and will not be considered for further evaluation:**

- I. Attested copy of registration certificate of Agency/Firm/Contractor.
- II. Attested copy of PAN/GST Registration.
- III. Attested copy of last 2 years audited Balance Sheet & IT return by the agency.
- IV. Attested copy of EPF/ESI registration letter/Certificate.
- V. Certified documents in support of financial turnover of the agency from Chartered Accountant.
- VI. Copy of tender document with each page duly signed by the authorized signatory of the bidder/agency in token of their acceptance.

- i. In the event of discrepancy or arithmetical error in the schedule of price, the decision of the Management shall be final and binding on the Tenderer.
- ii. For evaluation the price mentioned in words shall be taken if there is Any difference in figure and word in the price bid.
- iii. The Management reserves the right to reject any or all the tenders without assigning any reasons whatsoever.

DESCRIPTION OF THE BIDDER

1. Name of the Bidder: Country of incorporation:

Address of the corporate head quarters and its branch office(s) if any, in India:
Date of incorporation and/or commencement of business:
Registration Number of Company & Type of Registration:
PAN Number:
GST Number:
Labour License No.:
ESI Reg. No.:
EPF Reg. No.:
Bank Name Branch Account No.:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual (s) of the Bidder who shall serve as the point of contact/communication for the Authority/RMC:
 - A. Name:
 - B. Designation:
 - C. Company:
 - D. Address:
 - E. Telephone Number-Landline: Mobile:
 - F. E-Mail Address:
 - G. Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - A. Name:
 - B. Designation:
 - C. Address:
 - D. Phone Number-Landline: Mobile:
 - E. Fax Number:

For and Behalf of the Bidder/Agency

Seal & Signature of
the Authorized
Signatory Name:

Designation:

DECLARATION

(On Letter Head)

1. I,.....Son/Daughter/Wife of
ShriProprietor/Director/authorized
Signatory of the Agency mentioned above is 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. We are not involved in any major
litigation that may have impact of affecting or compromising the delivery of
the services as required under this tender.
3. The information/documents furnished along with the above 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.

Date:

Signature of the Bidder

Place:

Name_____

Designation_____

EXPERIENCE OF SIMILAR WORKS

Name of Bidder:

Details of Projects Undertaken providing Sanitation service during the last three years. (Attach copy certificate of Principal Employer regarding engagement of agency as service provider & satisfactorily execution of work)

S l. No	Name of Project	Name of Client with address and contact number	Date of Award Of assignment	Date of Completion of assignment (for both completed and ongoing project)	Period of Service	Descrip tion of servic e provid ed	No of Manpow er deplye d /provide d	Total cost of Work (in INR cr.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Date:

Signature of the Bidder:

Place:

Name:

Designation: