

GOVT. OF ODISHA

HOUSING & URBAN DEVELOPMENT DEPARTMENT

**TENDER DOCUMENT
FOR
PRIVATISATION OF SANITATION WORKS**



BALASORE MUNICIPALITY

BALASORE



OFFICE OF THE MUNICIPAL COUNCIL, BALASORE.

Tel&FaxNo.06782-251222


e-mail:-balasoremunicipality@rediffmail.com

Notice Inviting to Detailed Tender Call Notice No.6225 Dt.26.08.2021

Name of the work:- Sweeping of roads, cleaning of drains & Bush uprooting in both sides of roads and lifting of Municipal Solid Waste separately Wet & Dry Waste including other waste to the identified Micro Composting Centre (MCC) / Material Recovery facility (MRF) /Landfill Site/ Disposal Centers located at different places within Balasore Municipality area"


Cost of DTCN :-	The Cost of Tender documents is 10,000/-
EMD:-	1% of the total yearly estimated cost.
Start Date of Sale/download of DTCN:-	11.00 A.M. of dt.27.08.2021
Last Date of Sale/download of DTCN:-	Upto 5.00 P.M. of dt.14.09.2021
Last Date of Receipt of Tender:-	Upto 5.00 P.M. of dt.14.09.2021
Date of pre bid meeting:-	11.00 A.M. on dt.01.09.2021 (In the Office Chamber of the Executive Officer, Balasore Municipality)
Last date of receipt of Queries:-	5.00 P.M. on dt.01.09.2021
Date of Opening of Technical Bid:-	11.00 A.M. on dt.15.09.2021
Date of opening of Financial Bid:-	11.00 A.M. on dt.18.09.2021

Details can be seen/ downloading from the official website of Balasore District, www.baleswar.nic.in and from Balasore Municipality website www.balasoremunicipality.in from 27.08.2021 to 14.09.2021 upto 5.00 PM.


Executive Officer
Balasore Municipality

MemoNo. 6226 /Dt. 26.08.2021

Copy to the Director, I & PR Deptt., Bhubaneswar for publication of Notice Inviting to Detailed Tender Call Notice in their esteemed daily, once in with font size 6 and there is no space between sentences for the information of general public and submit the bills in duplicate along with copy of above publication for necessary payment at this end. You are further requested to submit a copy of the above publication to the undersigned at Office of the Balasore Municipality, Balasore for official record.


Executive Officer
Balasore Municipality

Memo No. 6227 /Dt. 26.08.2021

Copy submitted to the Collector & District Magistrate, Balasore for favour of kind information.


Executive Officer, 26-8-21
Balasore Municipality

Memo No. 6228 /Dt. 26.08.2021

Copy submitted to the P.D,D.R.D.A-Cum-P.D,DUDA,Balasore/ Sub-Collector,Balasore/Executive Engineer, Balasore Electrical Division, Balasore/ Executive Engineer, R & B Division, Balasore/Tahasildar, Balasore (sadar) /D.I.P.R.O, Balasore/ C.D.M.O, Balasore/ for information with a request to display the Quotation Call Notice in their respective notice board for wide publication.


Executive Officer, 26-8-21
Balasore Municipality


Memo No. 6229 /Dt. 26.08.2021

Copy to the Office Notice Board, Balasore Municipality / District NIC Office for hoisting the same in www.baleswar.nic.in/ MIS, Balasore Municipality for hoisting it in www.balasoremunicipality.in as per scheduled above for wide publication.


Executive Officer, 26-8-21
Balasore Municipality

Memo No. 6230 /Dt. 26.08.2021

Copy to the Municipal Engineer, Balasore Municipality/ Health Officer, Balasore Municipality Balasore for information with a direction to check the DTCN before uploading in the websites.


Executive Officer, 26-8-21
Balasore Municipality



OFFICE OF THE MUNICIPAL COUNCIL, BALASORE.

Tel&FaxNo.06782-251222

e-mail:-balasoremunicipality@rediffmail.com

No.6225

Dt.26.08.2021

DETAILED TENDER CALL NOTICE

Balasore Municipality invites sealed proposal in conformity with Tender documents in Two Bid System (Part-I: Technical Bid and Part-II: Price Bid) from Company/ Trust/ Society/ NGO/ Firms/ Agency/ Entrepreneur satisfying the eligibility criteria & having experience in similar nature of the works for the following solid waste management project of Balasore Municipality.

Sl No	Name of the work	Period of contact	Cost of tender document	E.M.D.
1.	Sweeping of roads, desilting of drains & Bush uprooting in both sides of roads, and transportation of Municipal Solid Waste including other waste to the identified Landfill/ Disposal Centers located at different places within Balasore Municipality area"	From 01/10/2021 to 30/09/2022 or as per the decision of the Municipal authority. <u>Estimated cost:-</u> Rs.4,68,13,513.00/ Year	Rs. 10,000.00	1% of the total estimated cost

1. The details of the bid & bid document can be downloaded from the District website: <http://www.balasore.nic.in> & www.balasoremunicipality.in from 11.00 AM on 27.08.2021 to 5.00 P.M of 14.09.2021.The filled-up bid document will be received upto 5.00PM on 14.09.2021.
2. The bid must accompany with the cost of bid document (for downloaded of tender document) & EMD of required value as specified above in shape of Bank demand draft drawn in any Nationalized Bank in favour of the "Executive Officer, Balasore Municipality" payable at Balasore, failing which the bid shall be out rightly rejected.

3. The Tender shall be received in the Office of the Executive Officer, Balasore Municipality in tender box / through Regd.Post/ Speed Post only addressed to the "Executive Officer, Balasore Municipality, Balasore" on or before dt. 14.09.2021 at 17.00 Hours. The authority will not be held responsible for the postal delay (if any), in delivery of the documents and non-receipt of the same in time.
4. The bid Part-I (General & Techno commercial) will be opened at 11.00 AM on 15.09.2021 in presence of the bidder or their authorized representatives only in the conference hall of Balasore Municipality located at Balasore Municipality, Golapokhari Chhaka, Balasore. The opening of price/ financial bid for the bidders qualifying in the General & Techno commercial bid will be at 11.00AM on dt.18.09.2021 .

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


Executive Officer
Balasore Municipality

Eligibility Criteria

Minimum Eligibility Criteria

To participate in the bidding process, the applicant shall meet the minimum technical and financial criteria:

I. Technical Criteria:-

LOCAL CONDITIONS

1. It is extremely important for an intending bidder to fully inform itself on all local conditions and factors which may have any effect on discharge of the agency's responsibilities as described here in below (Scope of Work).
2. The bidders are advised to visit and examine the city and its surroundings and obtain for themselves on their own cost and responsibility all information that may be necessary for preparing the tender and later, if selected, for discharging the responsibilities of the Agency.
3. The Balasore Municipality, Balasore shall not entertain any request for clarification from a (prospective/ intending) tender, regarding such local conditions.
4. It is the responsibility of the bidder that city conditions and other such factors have properly been investigated and considered while submitting the bid proposals.
5. The Bidders must note that no claim whatsoever shall be entertained by the Balasore Municipality nor any financial adjustments arising there from shall be permitted on account of failure of a bidder to appraise itself of local conditions.
6. The selected bidder will make all arrangements for smooth effective execution of the work and management as per need, urgency & in accordance to the direction of the Balasore Municipality.

GENERAL CRITERIA

1. Should have **prior experience** in engagement with Govt. sector like Municipal Corporation, Municipality and other Govt. Office, and Public sector Department, and should have adequate manpower for Sanitation Work. The Proof of experience should be accompanied with the Technical bid of tender document with self attestation. **Minimum 3 years of experience** is required.
2. Should be **registered** under the Indian Societies Act / Indian Trust Act / Indian Religious and Charitable Trusts Act / or as a not for profit Company under the Companies Act or the relevant state Acts for at least five years as on the 31st March 2021. The detailed should be submitted with the Technical bid of tender document **with self attestation**.
3. Should have **Permanent Account Number(PAN)** of the Income Tax Deptt. The **self attested** photocopy of PAN card along with Income Tax Return (IT) for last 3 financial years i.e., 2017-18, 2018-19 & 2019-20 or Provisional for the year 2020-21, to be attached with the Technical bid. (Any of the 3 financial years)

4. Should have **valid GST Registration Number**; The **self attested photocopy** of GST Registration certificate (along with last 3 months GST Clearance Certificate) to be attached with the Technical bid.
5. Should have **valid EPF & ESI Registration Number**; **Undertaking regarding No Dues to be given.**
6. Should have valid **labour license** to be attached with the Technical bid.
7. Should have Creditability and experience certificate (Atleast **3years of experience** in similar nature of work). The **Proof of the same** should be accompanied with the Technical bid of tender document.
8. Should have own/hired vehicles like tractors etc and equipments like pushcart, wheel barrow, hand Trolley etc as per the requirement for effective transportation of Municipal Solid Waste(MSW). **Proof of the same to be attached.**
9. The tenderer shall also give a **detailed declaration** on providing the required vehicles and equipments for effective transportation and disposal of Municipal Solid Waste from Primary Collection point to MCC/ MRF / Dumping yard/ Disposal Centers located at Chuabhati, Gopalgao. All necessary statutory certification (Registration certification from **RTO, Fitness certificate, Insurance & Pollution Certification** etc) of the vehicles shall be submitted along with the declaration in the Technical Bid.
10. The Tenderers have to deposit the Earnest Money Deposit (E.M.D.) @ 1% of the estimated cost for the period of one year in shape of Bankers Cheque/ Demand Draft from any Nationalized bank in favour of the "EXECUTIVEOFFICER, BALASORE MUNICIPALITY" payable at Balasore which is refundable to the unsuccessful Tenderers on demand. **The Bid without EMD will be rejected.**
11. The Tenderers must enclose the Bankers Cheque/Bank Draft/DD amounting to Rs. 10,000/- towards the cost of Tender Documents along with the bid documents. **The Bid without Paper Cost will be rejected.**

ESSENTIAL CRITERIA

1. The intending bidder must not have been blacklisted or placed under funding restriction by any Ministry or Department of the Government of India or by a State Government (or its agency).
2. The bidder must have successfully completed at least **three years experience** in similar urban projects. The completion certificate to be attached with the Tender documents.
3. Neither the Head of the Company/Trust/Society/Agency/NGO/firms Institution, nor any employee of the Agency etc, should be either a Govt. /SemiGovt. employee or the employee of any Govt.-undertaking in any (casually/contractually directly or indirectly) form.
4. The bidder must submit only the **audited financial statements/reports** as the **evidence of turnover**. Please note that this proof of turnover must be part of the technical proposal and not the financial proposal.

5. Resolution of Executive/ Governing committee meeting authorizing the person to sign tender document.

II. FinancialCriteria:

Min. annual turnover of the bidder shall be **INR 1(One) Crore** or more during the last 3 financial years i.e., 2018-19, 2019-20 & 2020-21 (Audited or Provisional balance sheet and expenditure only for the year 2020-21). The bidders need to provide audited statements to support their claim.

Note:

- i. Bidder must submit a Proof of registration of the legal entity.
- ii. Audited Balance Sheets of the last three financial years (Exception for 2020-21 may be allowed) must be submitted in support, without which the bid may not be considered. The calculation sheet for average annual turn over shall be certified by a Chartered Accountant).
- iii. Bidder must submit copy of work orders and its completion certificates of assignments issued by the client.

The authority reserves right to accept or reject any or all the Tender without assigning any reason thereof

Signature of the Tenderer

***Executive Officer
Balasore Municipality***

SCOPE OF WORK

Detailed description:

The objective of this contract is to ensure an efficient and effective Solid Waste Management within the service area in compliance with Solid Waste Management & Handling Rule –2016 and SWM Bye Law 2019, Plastic Waste Management Rule-2016 and C & D Waste Management 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 (Vehicles, labourers etc) as per field requirements and complying to the design standards
2. MSW Transportation.
3. Cleaning and Transportation of solid waste

1. Deployment of Resources

The scope of work under this item shall include

- The operator shall deploy adequate number of equipments, vehicles, Tools & Tackles, workshops, manpower(sweeper/ sweepress for Sweeping of roads, Gangkulis for Drain cleaning, Desilting & Bush Uprooting, drivers, helpers, supervisors and managers).
- The hardware deployed should be maintained properly including stocking adequate inventory & spares and should be replaced immediately based on requirement for continuance of hassle free service in the most efficient manner.
- All deployment has to be justified through proper calculations based on the field requirement, and shall be consulted with the Municipality Authority. Consultation or approval by the Municipality Authority does not exempt the service provider from his responsibility to achieve the required service performance standards and desired outputs. The deployment can subsequently be increased during operation to achieve the desired output.
- The bins which have been provided by Municipality are to be placed properly and cleaned regularly, so that they are accessible to the users, easy to operate, easy to transport, not exposed to atmosphere, aesthetically acceptable and user friendly.
- The damaged hardware other than bins shall have to be repaired/ replaced immediately.

2. MSW Transportation

The scope of work under this item shall include

- Wastes generated from Road sweeping & Drain cleaning from primary collection point shall have to be collected and transportation to the Landfill site on daily basis. **Door to Door collection in segregated manner** will be dealt with by municipal council through its BOVs.

- Transportation of all types of MSW from the primary storage point/community bins/ garbage points shall be transported to the to the identified MicroComposting Centre (MCC) / MRFC/Landfill sites/ Disposal Centers located at different places within Balasore Municipality area by means of covered tractors/ compactors/motorized vehicles etc.
- Transportation vehicles should compulsorily have GPS installed in them. Payment will be done on the basis of number of trips of 1 MT vehicles done by the agency. GPS will be checked by officials of the municipality. Weight will be verified by persons at disposal site through weigh bridge or by any other means.

3. Collection, cleaning and transportation of solid waste

The scope of work under this item shall include

- Sweeping of all main roads, narrow roads, lanes and by-lanes within the Municipality area shall be taken up manually. Machines can be deployed with prior permission of municipal authority.
- Street sweeping and collection from all type of roads on daily basis within the Municipality area.
- 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 MSW by handcarts up-to the point and back. The service provider shall immediately convey the situation to the Nodal Officer, Municipality Authority in writing.
- Cleaning of all the drains (including de-silting), conservancy, bush up-rooting, weeds & other activities pertaining to sanitation, within the service area, as required.
- Solid Wastes generated by sweeping, drain cleaning (excluding silts), conservancy cleaning, bush up-rooting, de-weeding, and other sanitation activities are to be transferred and stored in the nearest community bins/ temporary garbage point / road side bins. These shall be transported to the designated landfill/ dumping site in a safe and covered container on daily basis
- Waste generated from drain de-silting (mud & sand) should not be mixed with MSW and shall have to be transported separately. On instruction from the Municipality Authority, these wastes have to be transferred to land fill site identified by the Municipality within the service area.
- Dead animals and carcasses shall be lifted in safe manner and transported as directed by Municipality Authority.
- Maintenance of bins and garbage collection points in absolutely spick and span condition.

4. Service Delivery Compliance

- The clearing schedule of the bins should ensure that MSW is cleared at least twice in 24 hours.
- There should be no over flow 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.
- The MSW 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 place at transfer station.
- 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
- **The operator should ensure adequate safety for all manpower deployed including required insurance facility and providing PPEs.**
- The man power deployed by the service provider shall have to wear uniform/apron/PPE during working hours bearing the **logo of Balasore Municipal Council** which have to be approved by the employer.
- Biometric attendance to be taken on daily basis and the attendance sheet to be submitted in every month along with the monthly bill. If biometric not done the photo based attendance to be taken.
- The deposit of Challan towards EPF & ESI of the manpower engaged for the sanitation work to be submitted with the monthly bill, without compliance of deposit of the same, the monthly bill amount to the Sanitation contractor/agency will not be released and action as deemed proper will be initiated as per norms.

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	TimeSchedule
1	Road Sweeping & Drain Cleaning	5.00 AM to 11.00 AM 4.00 PM to 6.00 PM or Night Sweeping as per directions.
2	Collection of MSW from various Collection points & transportation to the identified Micro Composting Centre(MCC)/MRFC/Dumping yard/Disposal Centers located at different places within Balasore Municipality area	5.00 AM to 11.00 AM 4.00 PM to 6.00 PM

- The Operators will ensure the presence of his personnel everyday at specified time.
- Night sweeping should also be done by the agency in commercial areas after 9 pm. For residential areas, it should be as per direction of concerned sanitary inspector.
- The Operator should ensure same timing as far as possible. However the timing can be modified with prior approval of Municipality Authorities and adequate communication to the affected customers.
- **The Operator shall ensure operations on all seven days of the week.**

- All the lifting of MSW from the primary collection point should be cleared by 11:00 AM everyday positively.

The performance monitoring and evaluation of service delivery has been institutionalized through Service Level Benchmarking and the purpose and objective of the assignment should be to improve and achieve the National Level Benchmark. With this target as well as the underlying constraints in mind the operator has to achieve the following performance levels.

Parameter Description	Minimum Achievement Target	Actual monthly Achievement	Non compliance penalty
Waste transportation	100% Transportation Efficiency	(TMG-TMT)/TMG TMG-Totalmonthly SW Generation assessed TMT-Totalmonthly SW transportedtoTTS	1%of total monthly bill for every 3%short fall or part there of
	95% binsshould Not over flow	[1-TBO/(TB*D)] TBO -Total no. of bins Over flow during the month TB-Total no. of bins in the service area D -Days in the month	0.5% of total monthly bill for every 5% short fall or part thereof
Street Sweeping	95%coverage	LS/(TL*D) TL- Total road length in theservice area LS - Road sweeping coveredduringthemoth D- Daysinthemoth	0.5% of total monthly bill forevery 5% short fall or part thereof

- 10,000 penalty per day for not ensuring night sweeping in commercial area/directed area may be imposed if directions of authority not carried out.
- Beside this, penalty of Rs. 5,000 per day if primary collection point not being cleared by 1pm may be imposed by the authority.

Parameter Description	Minimum Achievement Target	Actual monthly Achievement	Non compliance penalty
Drain Desilting	95%coverage	DC/(DL*2) DL- Total drain length in theservice area DC – Drain cleaning coveredduringthemonth	0.5% of total monthly bill forevery 5% short fall or partthereof
Conservancy Cleaning, bush up-rooting, deweeding	95%coverage	CC/(CL*2) CL- Total conservancy lengthintheservicearea CC – Conservancy cleaningcoveredduringthe month	0.5% of total monthly bill forevery 5% short fall or partthereof
Compliant Redressal	100% within 24hrs	CR/TC CR – During the month Totalno. of Complaint redressedwith24 hrs TC – Total	0.5% of total monthly bill forevery 5% short fall or partthereof

- A detail performance monitoring, reporting and evaluation system shall have to be developed in consultation with the employer. The broad outline of the computation procedure is provided in the table above.
- Employer can conduct service delivery assessment and customer satisfaction sample survey within the service area at regular interval to assess the performance.
- All road side dumping of solid waste shall have to be collected irrespective of D2D service or provision of bins within 11 AM every day.
- Imp: Waste transportation vehicles should be GPS enabled.
- Authority resources the right to reduce transportation component by giving 7 days notice.
- To comply with Labour laws, rates can be revised on the basis of mutual agreement of the authority & service provider. Circular of H&UD dept., Labour Dept. or other statutory authority will be considered while revising the agreement to comply labour laws.

Signature of the Tenderer.

**Executive Officer
Balasore Municipality**

TENDERER GUIDANCE



OFFICE OF THE MUNICIPAL COUNCIL, BALASORE.

DIRECTION FOR THE GUIDANCE OF THE TENDERER.

1. All works proposed for execution by contract will be notified in the form of invitation to Tender posted on a board hung up in the office and signed by the Executive Officer.

This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date for submitting and opening the Tenders also the amount of earnest money to be deposited and the amount of the security deposit to be deposited by the successful Tenderers and the percentage if any to be deducted from bills. Copies of the specification, plans and any other documents required in connection with the submission of Tender signed for the purpose of identification by the Executive Officer shall also be open for inspection by the Tenderer in the office of the Executive Officer during office hours.

2. In the event of the Tender being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.

3. Receipts for payments made on account of work, when executed by a firm, must also be signed by the several partners, except where the Tenderers are described in their Tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.

4. The amount of earnest money to be deposited @1%(one percent) of the total estimated value per year either in the shape of DD/Bankers Cheque/ Bank Draft and in no other form duly pledged in favour of the Executive Officer, Balasore Municipality, Balasore.

5. Any person who submits a Tender shall fill up the usual prescribed printed form stating at what rate he is willing to undertake the item of the work. Incomplete Tender and Tenders which propose any alteration in the work specified in the said form of invitation to Tender, on which contain any other conditions of any sort or omit to note the time within which the work can be finished, or which are not accompanied the required earnest money will be liable for rejection.

6. The Executive Officer or his duly authorised officer will open the Tenders in the presence of any intending Tenderers who may be present at the time and will enter the amounts of the several Tenders in a comparative statement in a suitable form. In the event of a Tender being rejected the earnest money forwarded there with shall there upon be returned to the Tenderers with a A/C Payee cheque for the amount of the earnest money.

7. The authority reserves the right for rejecting any or all the Tenders without assigning any reason thereof.

8. In the event of a Tender being selected for acceptance by the Executive Officer , who opened the Tenders will, if he is competent to accept the Tender , inform the Tenderers of the selected Tender who shall there upon sign copies of the specification and other documents mentioned in rules for the purpose of identification and for his acceptance with the Tender . The Tenderers of the selected Tender shall also deposit the required amount of the security deposit @2%ofthe accepted total value for the period of contract including the E.M.D. deposit amount within the prescribed time. If the Tenderers fails to deposit the required amount of security money within the prescribed time the offer of Tenderers will be rejected. If the Executive Officer is not competent to accept the Tender himself, he will inform the Tenderers of the Tender which he decides to recommend for acceptance. Such Tender shall thereupon sign forthwith copies of the specification and other documents mentioned in rules and shall deposit the required amount of the security money within the prescribed time. The Tender with the specification and other documents signed by the Tenderers will then be forwarded for acceptance as per Municipal rule who is competent to accept the same. If the Tender is rejected, security money deposited shall be refunded to the Tenderers.

9. The Successful Bidders are required to deposit **Additional Performance Security** when the bid amount is less than the estimated cost put to tender. In such an event, the bidders who have quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security in shape of Demand Draft /Bankers Cheque/ Performance Bank Guaranty in favour of the “Executive Officer, Balasore Municipality” at the time of execution of agreement.

10. .When Tenderhas been selected for acceptance and the required amount of the security money has been deposited , the Executive Officer shall scrutinize all pages of the form of item, Rate, Tender and contract form of works to see that the form has been properly filled up and signed by the Tenderer and the signature witnessed. He shall then, if he is competent to accept the Tender, sign the acceptance of the Tenderor if he is not so competent shall send the same for the signature of the acceptance to the authority competent to accept it.

11. The **Tenderers has to sign all pages of all documents** before submission of tender failing which the offer will be rejected and will not be taken into comparative statement.

12. Security Deposit @5%, GST as applicable, IT @ 1% & LabourCess @1% will be deducted from the monthly package bill of the selected agency.

Signature of the Tenderer

ExecutiveOfficer
Balasore Municipality



INSTRUCTION TO TENDERER & CONTRACT CONDITIONS ETC.

INSTRUCTION TO TENDERERS CONTRACT CONDITIONS ETC.

The Tender shall accompany the following:

1. The detailed Tender Call Notice, Tender documents and financial tender etc. issued by the Balasore Municipality in original should be signed by the tenderer in each page.
2. Earnest money to the tune of 1% (one percent) of the estimated cost in shape of demand draft/bankers cheque in favour of **"THE EXECUTIVE OFFICER, BALASORE MUNICIPALITY, BALASORE"** should be attached with their offer. The Tenders with part EMD or EMD in any other shape shall be liable for outright rejection. Adjustment of EMD from other Tender will not be considered. The earnest money deposit of the unsuccessful tenderer shall be refunded to them after finalization of the Tender and execution of the agreement with the successful tenderer.
3. Valid and up-to-date registration certificate of the tenderer, PAN Card, GST Registration certificate, labour license, EPF Registration, ESI registration certificate either in original/attested true copies and all other documents should be deposited along with original Tender paper duly signed in all pages of documents to be submitted.
4. In the event of acceptance of Tender, the Tenderer shall enter into an **agreement with** the Balasore Municipality.
5. The fair wage clause, the accepted Tender, the letter of intent and the specification, for execution, contract condition, accepted offer and all other documents if not stated here in but provided in Tender schedule & bill of quantities will form part of the agreement. List of works in hand, list of similar work executed, list of T & P equipment, declaration certificate also will form part of the agreement.
6. GST and all other taxes, duties, fees and other charges required to be paid for execution of the work complete in all respect shall be borne by the Tenderer. Escalation from any account whatsoever in connection with work within the period of actual completion shall not be entertained and shall not be paid by the Balasore Municipality.
7. No advance payment shall be made on any accounts except payment of monthly bills.
8. In addition to earnest money deposit, further 1% of accepted offer is required to be deposited during execution of agreement towards **initial security deposit** further the Successful Bidders are required to deposit Additional Performance Security when the bid amount is less than the estimated cost put to tender. In such an event, the bidders who have quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security in shape of Demand Draft/ bankers Cheque in favour of the Executive Officer, Balasore Municipality at the time of execution of agreement.
9. The above said 2% of security deposit (including EMD) shall be refunded to the Tenderer after satisfactory completion of the contract period or after annual audit of Balasore Municipality as will be mutually decided.
10. The Municipal authority has every right to stop any or all Components under the scope of work at any time during the contract period or with an intimation to the selected bidder before 15 days within the period of contract. No claim / loss of the selected bidder will be considered by the Municipal authority.

11. In case of stop of any component under the scope of work the bill will be paid to the concerned approved agency after deducting the quoted rate of the particular component from the approved sum total quoted rate/ approved contract value. No claim of the agency will be considered by the Municipal authorities.
12. **Interim payment** :A bill shall be submitted by the Tenderer in each month on or before the date fixed by the Executive Officer for all works executed in the previous month, and the Health Officer or his subordinate shall give the requisite certificate for the purpose of having the same verified before the expiry of seven days from the presentation of the bill.
13. **Work to be executed as per specification:** The Tenderer shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards manpower and otherwise in every respect in strict accordance with the specifications. The Tenderer shall also confirm exactly ,fully and faithfully to the specifications, conditions and instructions in writing relating to the work as signed by the Executive Officer and lodged to his office, and to which the Tenderer shall be titled to have access at such office, purpose of the inspection during office hour and the Tenderer shall, if he so requires be entitled at his own expenses to make or cause to be made copies of the specifications
14. The Tenderer shall be entire responsibility under work man compensation act and abide by the fair wage clause and Tenderer's regulation incorporated in the agreement. The Tenderer has to quote the rate accordingly and no extra cost whatsoever on this account shall be entertained by the department to fair wage clause.
15. Technical Proposal shall be placed in a separate sealed envelopes clearly marked as, **“TECHNICAL BID FOR MUNICIPAL SOLID WASTE MANAGEMENT UNDER BALASORE MUNICIPALITY”**
Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked as, **“FINANCIAL BID FOR MUNICIPAL SOLID WASTE MANAGEMENT UNDER BALASORE MUNICIPALITY”**
The two envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall be clearly marked as, **“BID FOR MUNICIPAL SOLID WASTE MANAGEMENT UNDER BALASORE MUNICIPALITY”**.
16. The contract for any or all Component under the scope of work will be renewed for another one year if the performance of the operator is satisfactory. The terms and conditions for the contract during such renewal shall be furnished by the Municipal Authority with increment in the labour wage as per applicable law.

Signature of the Tenderer

**Executive Officer
Balasore Municipality**

General Terms and Conditions

Instruction to Tenderers

1. Necessary uniforms/aprons/ personal protective equipment (PPE) and identity card with photo should be provided to the workers for their identification and recognition.
2. The trolley of the transportation vehicles should be covered with net so that loaded garbage does not fall in the street.
3. The validity of the tender is meant for carrying out the work during the mentioned period of contract or as per decision of Municipal authority only. If the performance will be found satisfactory the said time period can be extended on mutual agreement. However, incase of failure to obey the instructions of the authority for due fulfillment of conditions of the agreement and for non-performance of work during the contract period, the agreement will be rescind without any compensation.
4. Quoting abnormal workable rate or abnormal higher rate will be liable for rejection of the Tender document by the Tender accepting authority.
5. The conditional and incomplete Tenders are liable for rejection.
6. The Tenderers submitted by partnership firms should be furnished with partnership deed duly registered.
7. Letter of authorization for representing the registered firm/registered company/NGOs and entrepreneur to sign the tender document should been closed along with the tender document.
8. Tenders containing overwriting, additions, alternation, erasures obliteration and other discrepancies may not be considered. The Tenderers should properly attest all corrections made by them.
9. The tenderer shall sign every page of the tender documents and submit all of them.
10. The Tenderers should quote rates both in figures and in word. Wherever if there is difference in between the rate quoted in figures and words, the rate quoted in words will be considered.
11. The Tenderers should quote their rate for each component under the scope of work in the Financial Tender/ bid, the sum total quoted rate will be taken into the Comparative statement for evaluation and finalization of the tender in due process. No individual component wise quoted rate will be considered.
12. The Municipal authority have every rights to stop any or all Components under the scope of work at any time or with intimation to the selected bidder before 15 days.
13. In case of stop of any component under the scope of work the bill will be paid to the concerned approved agency after deducting the quoted rate of the particular component from the approved sum total quoted rate/ approved contract value. No claim of the agency will be considered by the Municipal authorities.
14. The Tenderer should arrange at his own cost necessary equipments, vehicles, machineries tools and plants etc. required for the efficient execution of the work and the rates quoted should be inclusive of the running charges of such plant and cost of consumables.
15. The undersigned will not be held responsible in case of market price variation.
16. Security Deposit @5%, GST as applicable, IT @ 1% & Labour Cess @1% will be deducted from the monthly package bill of the selected agency.

Signature of the Tenderer

**Executive Officer
Balasore Municipality**

CONDITIONS AS REGARD TO FAIR WAGE CLAUSE.

1. Labour:

The Tenderer shall, unless otherwise provide in the contract, make his own arrangements for the engagement of all staff and labour, local or other and for their payment, housing, feeding and transport.

The Tenderer shall if required by the Executive Officer/ Health Officer, deliver to the Executive Officer/Health Officer are turn in detail, in such for mandate intervals as the Executive Officer/ Health Officer may prescribe, showing the staff and the numbers of the several class of labour from time to time employed by the Tenderer on the site and such other information as the Executive Officer/ Health Officer may require.

2. Compliance with labour regulation:

During continuance of the contract, the Tenderer shall abide at all times to all existing labour law (including rules), regulations, bye laws that may be passed or notification that maybe issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of major labour laws that are applicable to execution industry are given below. The Tenderer shall if the employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amount as may be necessary to cause or observe or for non observe of the provisions stipulated in the notifications / bye-laws/ Acts/ Rules Regulations including amendment if any, on part of the Tenderer, the Executive Officer/ Health Officer shall have the right to deduct any money due to the Tenderer including his amount of performance security. The employer/Executive Officer/Health Officer shall also have right to recover from the Tenderer any sum required or estimated to be required for making good to the loss damage suffered by the employer. The employees of the Tenderer in no case shall be treated as the employees of the Employer at any point of time. However, all expenditure in terms of labour taxes. EPF, labour compensation and all expenditures coming under Labour Acts mentioned below in several labour clauses on account of labour regulations and fare wage clause thereon are to be borne by the Tenderer at his own cost and risk and no extra payment on this account shall be entertained by the Balasore Municipality.

Signature of the Tenderer

**Executive Officer
BalasoreMunicipality**

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN EXECUTION WORKS.

a) Workmen compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on Satisfaction of certain conditions on separation if an employee under the Act on certain conditions on separations of an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishment employing 10(ten) or more employees.

c) Employees P.F. and misc. Provision Act 1952 :The act provide for monthly contribution by the employer plus worker @ 16.5% or 12 % or as per Govt. prescribed. The benefits payable under the Act are :

- i) Pension or family pension on retirement or death, as the case may be
- ii) Deposit linked. Insurance on the death in harness of the worker.
- iii) Payment of P.F. accumulation on retirement/death etc.

d) Contract labour (Regulation & Abolition act 1970) : The Act provides for certain welfare measures to be provided by the Tenderer to contract labour and in case the Tenderer fails to provide, the same are required to be provided, by the principal Employer by Law. The Principal Employer is required to take certificate of Registration and the Tenderer is required to take license from the designated Officer. The Act is applicable to the establishments or Tenderer of Principal Employer if any they employ 20(twenty) or more contract labour. The bidder should be updated with all amendments made in the said Act by the State or Central Govt.

f) Minimum wages act 1948 :The employer is supposed to pay not less than the Minimumwages fixed by appropriate Government as per provisions of the act if the employment is a scheduled employment and in accordance to all amendments made in the said Act by the State or Central Govt. Execution of Building, Roads, Payment, Runways are scheduled employment's. The bidder should be updated with all amendments made in the said Act by the State or Central Govt.

g) Payment of Wages Act 1936:It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers. The bidder should be updated with all amendments made in the said Act by the State or Central Govt.

h) Equal Remuneration act 1979 :The act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against female employees in the matters of transfers, training and promotion etc. The bidder should be updated with all amendments made in the said Act by the State or Central Govt.

Signature of the Tenderer

**Executive Officer
Balasore Municipality**

j) Industrial Dispute Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) Industrial employment (standing order) 1946 :It is application to all establishments employing 100(hundred) or more work men (employment size reduced by some of the Standand Central Government to 50(fifty) The Act provides for laying down rules governing. The conditions of employment by the employment on matters provides in the act and get the same certificated by the designated Authority.

l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The trade union registered under the Act have been given certain immunities from civil and criminal liabilities.

m) Child Labour (Prohibition & Regulation)Act 1986 amended in 2016: The act prohibits employment of children below 15 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of child labour is prohibited.

n) Inter-state Migrant workmen's (Regulation & conditions of Service) Act 1979 :The Act is applicable to an establishments, which employs 5(five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated an other state). The Inter-state migrant workmen, in an establishment to which this act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home unto the establishment and back etc.

Signature of the Tenderer

**Executive Officer
Balasore Municipality**

Engagement of Labourer:

1. The Tenderer shall not employ for the purpose of this contract any person who is below the age of 18 years, and shall pay to each labourer or the work done by such labourer, wages not less than the wages paid for, similar work in the neighborhood or fixed by the Government from time to time.
2. The Executive Officer shall have the right to enquire and to decide any complaint alleging that the wages paid by the Tenderer to any labourer for the work done by such labourer is less than the wages paid for similar work to the neighborhood or fixed by the Government from time to time.
3. The Officer-in-charge of the work shall have the right to decide whether any labourer employed by the Tenderer is below the age of 18 years and to refuse to allow any labourer whom he decides to be below the age of 18 years to be employed by the Tenderer.
4. In case of any complaint by the labourer engaged by the Tenderer for the work about non-payment or less payment of wages as per the latest minimum wages Act. The Executive Officer will have the right to investigate and if the Tenderer is found to be in default, he may recover such amount from the Tenderer and pay such amount to the labourers directly under information to the local Labour Officer of the Govt. The decision of the Executive Officer is final and binding on the Tenderer.
5. The Tenderer shall employ under him one Liaison Officer during the period of execution of work at his own cost. No extra payment shall be paid by the Balasore Municipality on account of this.
6. The Tenderer has to arrange accommodation, water supply and sanitary arrangements at his own cost for his workers employed and also has to arrange for adequate lighting arrangements for night works whenever necessary at his own cost.
7. The Tenderer will have to submit to the Executive Officer, Balasore Municipality monthly return of labour both skilled and unskilled labour employed by him on the work.
8. The Tenderer will have to submit to the Executive Officer, Balasore Municipality monthly payment of EPF & ESI of the labour employed by him on the work. Without submission of challan of EPF & ESI against the labour employed by him, the monthly bill will not be released.

Signature of the Tenderer

**Executive Officer
Balasore Municipality**

OTHER TERMS AND CONDITIONS

1. The successful tenderer shall execute an agreement in non-judicial stamp paper of Rs.100/-and required no. of cartridge paper with the Municipality and to deposit the required amount of security deposit within seven days from the date of receipt of letter of acceptance from the Municipality. In case of failure to execute agreement or failure to deposit the performance security deposit in the stipulated time period the Municipality will be at liberty to reject the tender with forfeiture of earnest money deposit.
2. The EMD furnished by the unsuccessful tenderers will be returned back on application only after the finalization of the tender and execution of agreement with the successful tenderer.
3. The vehicles for transportation of solid wastes must be in good Running condition.
4. The drivers of the vehicles must have valid driving license.
5. The executing agency shall bear the cost of fuel, lubricants, repair and maintenance of the vehicle as well as salary and wages and of the drivers and staff engaged in the vehicle.
6. The labour required for loading, unloading, collection and transportation etc. shall be provided by the executing agency.
7. The agency should be able to deploy as many vehicles as required to transport the entire solid wastes generated within Balasore Municipality area in a day so that the specified area should be thoroughly cleaned during a particular fixed time as may be decided by the Municipality.
8. In case the agency does not comply to the instruction of Balasore Municipality, Municipality may engage any other agency for removal of such solid wastes which has not been collected by the executing agency and in such a case, the cost of collection and removal through the other agency shall be recovered from the bills of the original executing agency.
9. The transportation of garbage will be done with due care and the transporting vehicle shall be covered as per norms specified by the pollution control board.
10. The agency has to maintain a register clearly indicating numbers of trips made with vehicles number, time of loading and unloading of arrival and departure as per the direction of office-in-charge of municipality and register may be subject to verifications at any time by any authorized officer of the Municipality.
11. The bills shall be paid by the municipality on monthly basis as per agreement executed in between.
12. Municipality reserves the right to extend the period of contract for all or any component of scope of work, if required with mutual consent of Tenderers after closing the contract period.

Signature of the Tenderer

**Executive Officer
BalasoreMunicipality**

13. Municipality shall have the right to add /delete any condition to/from the agreement as and when required for smooth management for the sanitation service on mutual discussion.
14. In case the work on a particular day during inspection by municipality by the officials is not found satisfactory, proportionate deduction in the payable bill of the agency will be made. The amount of the deduction will be decided by the Executive Officer, Balasore Municipality or non-else.
15. The operator shall furnish a detailed list of manpower (sweepers, drivers etc) employed in the SWM operations after getting the work order. If there is any change of man power details during the contract period, then the operator shall update the Municipal Authority.
16. As per Prohibition of Employment as Manual Scavengers and their Rehabilitation Act, 2013, no person shall be involved in cleaning of drain or any other SWM operations without proper safety gears. Hence, the operator shall be held fully responsible if he/she violates this Act. The operator shall provide adequate personal protective equipment (PPE) to all its employees who are employed in SWM operations.
17. The officer- in charge from municipality shall indicate a particular timing during a day (preferable during the night time) when no solid wastes of any kind should be available in the area at the said time. The executing agency shall provide all necessary labour and other necessary T&P articles including safety devices for the health of the labourers engaged as may be required for the job and as per direction of officer-in-charge. In case of noncompliance of above by the executing agency, municipality reserves the right to close the contract at any time within the specified period of contract with a simple 7(seven) days notice served to the agency by the Municipality.
18. The authority reserves the right to cancel one or all the tenders and contract at any time and any stage without assigning any reason thereof.
19. In case of any dispute arising out of the contract, the matter shall be decided as per law inside the jurisdiction of Balasore.

Signature of the Tenderer

**Executive Officer
Balasore Municipality**

NO OBJECTION CERTIFICATE.

I/we hereby certify that I/We will have no objection if there will be stopped any or all Components under the scope of work at any time during the period of execution of the of the work “Sweeping of roads , cleaning of drains & Bush up-rooting in both sides of roads and transportation of Municipal Solid Waste separately Wet & Dry Waste including other waste to the identified Micro Composting Centre(MCC) / MRFC/ Dumping yard/ Disposal Centers located at different places within Balasore Municipality area”.

I/We also note that non-submission of this certificate will render my/our Tender liable for rejection.

Signature of the Tenderer

**Executive Officer
Balasore Municipality**

CERTIFICATE OF LIST OF WORKS IN HAND.

I/we do here by certify that at present the following works are in my/our hand.

Sl. No.	Particulars of Work now in hand.	Amount of each work.	Period in which the work is Stipulated to be completed (in months.)	Approximate value Of work done against Each work On the date of submission Of Tender.	Department under which the work is being taken up
1	2	3	4	5	6

N.B: Attested copies of such certificate to be furnished.

I/we also note that non-submission of certificate will render my/our Tender liable for rejection.

[Use additional sheet if necessary]

Signature of the Tenderer.

Signature of the Tenderer.

**Executive Officer
Balasore Municipality**

CERTIFICATE OF LIST OF SIMILAR WORKS EXECUTED.

I/we do hereby certify that the following works have been executed by me/us.

Sl. No.	Particulars of Works already executed/ name	Approximate amount of each work.	Name of department under which The works Were executed.	Period of commencement and period of completion.	Whether the works were completed in stipulated period.	Item of works.	Quantity executed.
1	2	3	4	5	6	7	8

N.B. Attested copies of such certificate to be enclosed.

I/we also note that non-submission of the certificate will render my/our Tender liable for rejection. Non-fulfillment of the criteria of execution of similar works shall render my/our Tender/offer for rejection.

Signature of the Tenderer.

Use additional sheets if necessary.

Signature of the Tenderer.

**Executive Officer
Balasore Municipality**

CERTIFICATE OF TOOLS AND PLANTS.

I do here by certify that the following tools and plants, machineries and vehicles are in my/our possession in full working condition.

i)

ii)

iii)

iv)

v)

vi)

vii)

viii)

ix)

x)

xi)

I/we also note that non-submission of this certificate will render my/our Tender liable for rejection.

Signature of the Tenderer.

Use additional sheets if necessary.

Signature of the Tenderer.

**Executive Officer
Balasore Municipality**

DECLARATION CERTIFICATE.

I/we have visited the site and have fully acquainted with the local situation regarding the materials, labour and the factors pertaining to the work for completion in all respect before submitting the Tender.

I/We have carefully studied the scope of work conditions of the execution, specification, contract conditions and all other documents relating to this work and agreed to execute the same accordingly.

I/We solemnly pledge that I/We shall be sincere in discharging my/our duties as responsible Tenderer and complete the work within the prescribed time limit. In case there are any deviation from the execution programme I/We shall abide by the decision of the Executive Officer for effectiveness of the programme and arrange for the labours materials, equipments etc. accordingly.

I/We undertake that I/We shall not claim escalation of cost of account of materials, labours, taxes, natural calamities, public nuisance, miscreants or from any account in connection with work within the actual completion period taken by the work for completion and shall not be entertained by the Balasore Municipality.

In case of violation of the contents of Balasore Municipality Tender documents in shape of extra conditions or in any form, my/our offer /Tender shall be rejected by Balasore Municipality without any intimation.

Signature of Tenderer.

Signature of the Tenderer.

**Executive Officer
Balasore Municipality**



FINANCIAL BID

FINANCIAL TENDER

(For All Wards)

S. N o	Scope of work	Total annual Estimated amount for the contract period from 01-10-2021 To 30-09-2022		Annual Rate quoted by bidder from 01-10-2021 to 30-09-2022		R e m a r k s
		In figures		In words (In Rupees)		
		Rs.	P.	Rs.	P.	
1.	Sweeping of roads, Desilting of drains & Bush Up-rooting in both sides of roads	2,87,95,945.00		Two crores eighty seven lakhs ninety five thousand nine hundred forty five only		
2.	Transportation of Municipal Solid Waste separately Wet & Dry Waste including other waste to the identified Micro Composting Centre(MCC)/ MRFC/ Dumping yard/ Disposal Centers located at different places within Balasore Municipality area.	1,80,17,568.00		One crore eighty lakhs seventeen thousand five hundred sixty eight only		
	The sum total of the all Components of Scope of works:- (Sl.No.01+02)	4,68,13,513.00		Four Crores sixty eight lakhs thirteen thousand five hundred thirteen only		

- The sum total quoted rate will be taken into consideration in the Comparative Statement. No individual component wise quoted rate will be considered.
- Component no.1 (Sweeping & Drain desilting) involves labour components only. So, the lowest bid should not be below 0.01% to ensure compliance to labour laws and EPF, ESI regularly.
- Lowest bid for component 2 is 14.99% and below that bid won't be accepted.

Signature of the Tenderer

APPROVED

Executive Officer
Balasore Municipality

ChecklistforBidders

Sl. No.	Covered Envelop	Head	ListofDocuments
1.	1 st Covered Envelop	TechnicalBid	1.PAN Card
			2.GST Registration
			3.Labour License
			4.Audited Financial Statement
			5.EPF & ESI Regd. No.
			6.No Dues for EPF & ESI
			7.Firm Registration certificate and No.
			8.Experience Certificate & Proof
			9.Vehicles, Tools & Parts Declaration.
			10.Certificate for similar works in hand
			11.Certificate for similar works in executed
			12.EMD
			13. Paper Cost
			14.No Objection Certificate
			15. other declaration certificate.
			16.Signature on all submitted papers
			17. Separate envelope of technical and financial bids in one big envelope.
2.	2 nd Covered Envelop	FinancialBid	
3.	3 rd Covered Envelop	Technical Bid & Financial Bid	

Use additional sheets if necessary

(Signature Of bidder)

Name of the bidder:-

Address of the bidder:-

Phone No.:-