

SORO MUNICIPALITY  
*TENDER PAPER*  
(TECHNICAL BID)  
&  
(FINACIAL BID)  
*FOR*  
*CLEANING AND SANITATION WORK*  
*OF SORO MUNICIPALITY*

# MUNICIPAL COUNCIL:SORO MUNICIPALITY

## Detailed Tender Call Notice

Name of the work : Cleaning and Sanitation work of Soro Municipality.

E.M.D : Rs, 1,24,992.00

AGENCY : As per eligibility criteria

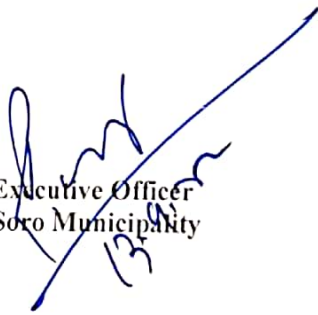
Period of contract : 1 (One Year)

Cost of Bid document : Rs. 10,000/-

Date & Time of availability of Bid documents in the Portal : (In [www.soromunicipality.in](http://www.soromunicipality.in))  
(From 14.09.2022 at 1p.m. to 23.09.2022 up to 5 p.m.)

Date for Receiving the Hard Copies : On or before 24.09.2022 at 1 p.m. (Except Holidays)

Date of Opening of Bid : 24.09.2022 at 3 p.m.

  
Executive Officer  
Soro Municipality

**OFFICE OF THE SORO MUNICIPALITY, SORO, BALASORE.**

Letter no 2053

Date 13/09/22

**DETAIL TENDER CALL NOTICE**

Sealed bid in conformity with detailed tender call notice are invited from intending registered firms /private companies/ NGOs /Contractors working within the jurisdiction of Odisha, having eligibility criteria as stipulated in DTCN, for execution of the under mentioned work, so as to reach by Registered post /can be submitted at the office tender box only to the Executive officer soro municipality, soro by 1p.m on dt. 24.09.2022 and bid documents will be opened on dt 24.09.2022 at 3p.m in presence of the bidder or their authorized representatives who wish to remain present for the occasion. If the office happens to be closed due to subsequent declaration of holiday the process of receipts and opening schedule will be on next working days at the specific time and venue without further notice. The seal of bid documents shall start from dt 15.09.2022 at 11 a.m. and will be closed by dt. 24.09.2022 at 1p.m. The intending bidders shall have to deposit the cost of tender paper (non-refundable) in shape of Demand draft for any nationalized bank drawn in favor of (Executive officer, soro municipality, soro payable at soro).

Sl. No.	Name of the Work	Estimated cost per Month	Cost of Tender Paper
1	Providing manpower and all equipments and ancillaries for cleaning and sanitation work of Soro Municipality	Rs.10,41,600.00	Rs. 10,000.00

Bid documents can be downloaded from the website of Soro Municipality([www.somunicipality.in](http://www.somunicipality.in)) or Dist. Website ([www.baleswar.nic.in](http://www.baleswar.nic.in)).

Paper cost of the 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.soromunicipality.in](http://www.soromunicipality.in)

Bid documents should be submitted through Regd. post and also can be submitted at the office tender box only, subscribing "TENDER FOR EXECUTING SANITATION WORK OF SORO MUNICIPALITY" and Address TO THE EXECUTIVE OFFICER, SORO MUNICIPALITY, At/Post -Soro Dist.- Balasore, pin- 756045. However soro municipality will be no way responsible for postal delay for the receipts of bid documents beyond schedule date and time. The bid must be accompanied with either required bid security, declaration form against EMD or EMD exempted certificate to qualify at the technical bidding. However the details of the tender notice is available in the above mentioned portal which may be downloaded. The successful bidder after completion of the bidding

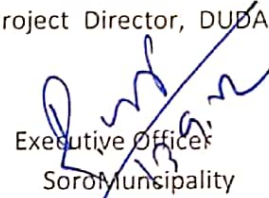
process has to submit E.M.D 1% of the total amount for one year in shape of Demand Draft of any nationalized bank duly drawn /pledged in favour of (Executive officer, soro municipality soro and payable at soro) failing which the final bid will be rejected.

  
Executive Officer  
SoroMunicipality

Memo 2054

Date 13/09/22

Copy submitted to the Collector and District Magistrate, Bls / Project Director, DUDA, Balasore for kind information and necessary action.

  
Executive Officer  
SoroMunicipality

Memo 2055

Date 13/09/22

Copy submitted to the Director, Information and public Relation Department Odisha, Bhubaneswar for information with request to publish the above Tender call notice in 02 (Two) nos Local Daily Newspapers once on or before date at the size of 8cmx6cm and submit the bills in duplicate as per rate allowed by the I&PR Department, Govt. of Odisha along with two complementary copies containing the advertisement after publication for official use.

  
Executive Officer  
SoroMunicipality

Memo 2056

Date 13/09/22

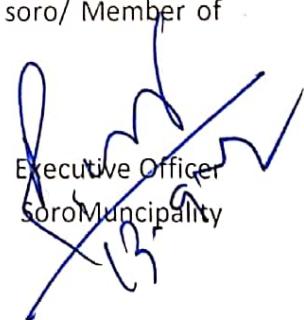
Copy along with Tender Documents submitted to the District Informatics Officer, NIC, Balasore for favour of kind information and necessary action.

  
Executive Officer  
SoroMunicipality

Memo 2057

Date 13/09/22

Copy to office notice board for information of all concerned and wide publication/ Copy submitted to the Treasury officer soro/ Block Accountant officer, Soro/ Tahsildar soro/ Member of tender Committee, Soro Municipality for kind information and necessary action.

  
Executive Officer  
SoroMunicipality

## GENERAL INSTRUCTIONS & CONDITIONS FOR BIDDERS


1. The tentative requirement of the Municipality per month is given hereunder which may increase/decrease in any / all the categories.

- i. Un-Skilled = 76 No's
- ii. Semi-Skilled = 02 No's
- iii. Skilled = 02 No's
- iv. Highly Skilled = 0 No's

The manpower under the above categories consists of Sweepers, Drivers for light/heavy vehicles. The selected agency shall provide manpower having requisite qualification and experience for the post required as per Govt. guidelines as and when required by Soro Municipality.

2. The estimated cost of the contract is Rs.10,41,600.00 per Month.
3. The bidders are required to inspect and assess the entire geographical area of Soro Municipality and quote their rates of the Labour charges for sweeping, bush cutting, drain cleaning, dead animal lifting, water body cleaning, collection including lifting of MSW Designated place and disinfecting collection points and spreading disinfectants like bleaching powder etc. which will be supplied by Soro Municipality (**disinfectants will be supplied by this Municipality**).
4. 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.
5. The bid is meant for carrying out the work for a period of one years, Soro Municipality shall have the liberty to float any comprehensive contract during the currency of the contract period & no party will have right to challenge it.
6. Soro Municipality shall have the right to terminate the contract on the ground of improper performance and violation of the terms of the contract without assigning any reason by giving 30 days prior notice.
7. Conditional and incomplete bid is liable for rejection.
8. Letter of authorization for representing the registered firm/entrepreneur/Private company/NGOs / Contractor and to sign the bid document should be enclosed along with the bid document.
9. Bids containing overwriting, additions, alternation, erasures, obliteration and other discrepancies should be properly attested all corrections made by them.
10. The bidders shall sign every page of the tender documents and submit them
11. 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.
12. All the documents furnished by the bidders are subject to verification from the issuing authority. In case any manipulation is found, the EMD will be forfeited and steps shall be taken for black listing of the bidder.
13. The Manpower service provider shall not be allowed to transfer, assign, pledge or subcontract its right & liabilities under this agreement to any other agencies or organization by whatever name is called without the prior written consent of the authority.

14. The Manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with office so that optimal service of the persons deployed could be availed without any disruption.
15. For all intents & purposes, Manpower service provider shall be the "Employer" within the meaning of different rules & acts in respect of manpower so deployed. The persons deployed by manpower service provider shall not have any claim whatsoever like employer & employee's relationship against the department or office concerned.
16. The manpower service provider shall be solely responsible for the redressed of grievance or resolution of disputes relating to persons deployed. The department shall no way be responsible
17. For settlement of such issues whatsoever. In case of grievance of the deployed person are not attended by the manpower service provider to deployed person can place their grievance before a joint committee consisting of a representative of Soro Municipality and a authorized representative of manpower service provider.
18. The Municipality shall not be responsible for any financial loss or any injury to any person deployed by the manpower service provider in the course of their performing the functions/duties or for payment towards any compensation.
19. In case of termination of this agreement on its expiry or otherwise, the persons deployed by the manpower service provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
20. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and acts. Undertaking from the persons deployed to this effect shall be required to be submitted by the manpower service provider.
21. All other terms & conditions as applicable under contract act will be followed at the time execution of agreement.
22. The bidders have to drop the hard copies in the Tender box placed in the Chamber of the Executive Officer Soro Municipality from **15.09.2022 at 11 a.m** to **24.09.2022 up to 1 p.m.** **(Except Holidays).**
23. If the agency will not perform the sanitation work to the satisfaction of Soro Municipality authorities on any day then the Soro Municipality is at liberty to engage and substitute man power for sweeping, bush cutting, drain cleaning, engage own vehicle, hired vehicles for lifting the pending MSW and may impose *penalty up to 10%* of 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.
24. If it is found that any bidder is defaulter to this Municipality in any manner, then the authority reserves all right to cancel his BID.
25. **The authority reserves the right to reject any or all the tenders without assigning any reason thereof.**

  
Executive Officer  
Soro Municipality

## SCOPE OF WORK

### A. (1) Sweeping

Sweeping of all the roads, lanes, by lanes of entire ward is to be made daily; domestic refuses shall have to be collected daily from all households, shops, kiosks and vending zones. The MSW generated from road sweeping, drains and bush cutting & uprooting garbage's collection is /are to be accumulated in the dustbins/garbage bins placed on the road side and temporary collection points identified by Soro Municipality as per the scope of work all activities in solid waste management such as street sweeping, desilting of drains, bush uprooting, dead animal lifting etc. may taken up throughout sources agencies. The solid waste management value chain from door to door collection, transportation to wealth centre, Operational & Maintenance of wealth Centre etc, are envisaged to be carried out in partnership with community based organization viz, Mission Shakti groups, Transgender Groups, Rag pickers etc. In this connection the garbage collected from different point (Households & Commercial establishment) are dumped at Wealth center at Muleswar.

(A) Night Cleaning & sweeping should be made only commercial area which is a mandatory condition in the sanitation work Soro Municipality.

### (2) Cutting of bushes & cleaning of drains:

The bushes & shrubs from roadside berms 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 Soro Municipality from which daily lifting is to be made to the temporary transfer stations identifies by Soro Municipality as per the scope of work.

### (3) Collection & Transportation of Solid Wastes:

The municipal solid wastes which is generated from various sources and accumulated as mentioned in item-1 and item-2 above is required to be collected and lifted from different collection points/dustbins of that particular ward/lanes and transported to the designated place/temporary transfer station as decided by the Soro Municipality. The collection points are to be disinfected by spreading of disinfectants like bleaching powder etc. which will be supplied by Soro Municipality as per direction of the Officer-in-Charge. Soro Municipality.

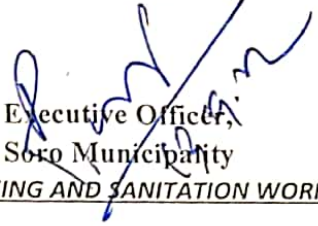
#### **The Municipal Solid Waste includes the following.**

1. Garbage arising from street sweeping, cleaning of drains and commercial areas Collection.
2. Domestic refuses.
3. Garbage from roadside dustbins.
4. Garbage accumulated at temporary collection points identified by Soro Municipality.
5. Garbage generated from bush and grass cutting from road side beams and conservancy lanes.
6. Dead animal lifting to designated place.

(7) Commercial areas are to be swept two times a day.

(8) Sweeping and garbage's collection form commercial area should be done uninterrupted on holidays and festival days.

(8) The wet waste transported to MCC at Muleswar. For composted by Aerobic composting as directed by the Executive Officer, Soro Municipality.

  
Executive Officer,  
Soro Municipality

**TECHNICAL REQUIREMENTS FOR THE SERVICE PROVIDER TOWARDS CLEANING AND SANITATION WORK OF SORO MUNICIPALITY.**

The technical bid shall be accompanied with attested photo copy of the Following requisite documents failing which the bid shall be rejected out rightly uploaded in online.

**A. TECHNICAL BID**

01. Tender paper cost, Rs, 10,000.00
02. EMD of Rs. 1,24,992.00 is to be deposited in shape of BD/BC name of Executive Officer Soro municipality, Soro.
03. Registration Certificate of Agency.
04. PAN Card of the Agency.
05. GST registration along with Latest copy of the Returns to be submitted
06. Valid labor license under contract labor (Regulation and Abolition) Act 1970
07. EPF registration certificate & payment confirmation slip & ECR copy for the min 100 persons for the Last 3 months.
08. ESI registration & payment confirmation slip & contribution Sheet for the min, 100 persons for last 3 months.
09. Copy of Income Tax Returns and Audited Balance sheet for 3 (three) years i.e. 2019-20, 2020-21 and 2021- 22 1duly certified by the chartered Accountant.
10. The agency should have minimum period of 3 years' similar type of experience in any ULB or PSU, Pvt. Etc, with copies of the orders/agreement /experience certificate executed by them.
11. Each page of the tender documents is to be signed by the tender
12. The agency should must be submitted an Affidavit to the effect that they have not been banned/black listed earlier before participating in the tender by any Govt, Organization at any District in Odisha and Govt of India or Union Territory with technical bid.
13. Agency must be submitted an Affidavit to effect that, the Agency Have solvency to the tune of Rs, 20,000,00.00 issued from revenue department, by the name of Agency or by the name of proprietor /Chief of Agency, and same will be submitted at the time of Agreement which fail the offer will be rejected by undersigned and offer will be given to L-2.
14. The Agency should must be submitted the authenticate document as, Article of memorandum /Deed/By-Law and Memorandum of the Agency
15. Annual average turnover statement to be furnished in the letter head of the chartered account as per Annexure-II
16. Details of the Bank account of the agency (Name of the Bank, Branch, Account and Type of account) photo copy must be submitted.
17. The tender Documents are two-part bidding system i.e. Technical Bid & Financial Bid. The interested agencies are advice to upload & submit.

18. An Affidavit Should be Submitted by the Agency to effect that, to provide the extra vehicles as per Financial Bid for as when required by soro Municipality to carry out the work smoothly.
19. ISO Certificate of 9001-2015 must be there.
20. In the first phase the Technical proposals shall be evaluated on the basis of bidder's fulfillment of **minimum eligibility criteria**. Only those bidders whose Technical Proposals becomes responsive based on the minimum eligibility criteria, shall qualify for further detail technical evaluation for presentation and awards of marks based on the following criteria:

SI No.	Evaluation Parameters	Total Mark	Criteria for award of Mark
1.	<b>Working Experience</b>		
1.1	Experience of managing man power services in State Govt / Govt of India institutions / Govt of Odisha Undertaking institutions/PSUs etc.(To be counted from the date of initial registration of the Agency)	10	<ul style="list-style-type: none"> <li>&gt; 3 years ≤ 5 years : 5 marks</li> <li>&gt; 5 years : 10 marks</li> </ul>
1.2	Experience of managing man power services in sanitation works of the ULBs in the State of Odisha	10	<ul style="list-style-type: none"> <li>&gt; 3 years ≤ 5 years : 8 marks</li> <li>&gt; 5 years : 10 marks</li> </ul>
2	<b>Average Turn Over for Last 3 Financial year (2019-20, 2020-21 and 2021-22)</b>	20	<ul style="list-style-type: none"> <li>&gt; 60 lakhs ≤ 1 crores : 15 marks</li> <li>&gt; 1 crores ≤ 1.5 crores : 17 marks</li> <li>&gt; 1.5crores : 20 marks</li> </ul>
3.	<b>Quality Related Matrix</b>		
3.1	ISO 9001 : 2015	10	<ul style="list-style-type: none"> <li>≤ 2 years : 8 marks</li> <li>&gt; 2 years : 10 marks</li> </ul>
4	<b>Satisfactory work Performance Certificates from previous assignments</b>	10	<ul style="list-style-type: none"> <li>≤ 2 years : 5 marks</li> <li>&gt;2 years ≤ 3 years : 7 marks</li> <li>&gt; 3 years : 10 marks</li> </ul>
5	<b>Work Plan presentation</b>	10	<ul style="list-style-type: none"> <li>Presentation of the work plan through PPT not more than 15-20 minutes</li> <li>Total Marks : 10 marks</li> </ul>
	<b>TOTAL</b>	70	

21. *Financial proposal shall be opened after the technical evaluation is completed and only those bidder who score at least 40 marks out of 70marks.*

Signature of the Bidder.

Executive Officer  
Soro Municipality

**TECHNICAL BID**  
**COVERING LETTER**  
**( ON Bidder's Letter head)**

To

**The Executive Officer,  
Soro Municipality**

Sub: Tender for Outstanding of Manpower to Soro, Municipality

Dear Sir,

I, the undersigned, offer to participate in the tender process to provide services for manpower (Highly skilled, Skilled, Semi-skilled & Unskilled) and service of Cleaning & Sanitation in accordance with your tender Notice No. \_\_\_\_\_, Dated \_\_\_\_\_, I am here by submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I do hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any mis-interpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to 180 days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I do hereby unconditionally undertake to accept all the terms and conditions as stipulated in the Bid document. In case any provision of this tender are found violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.

Thanking You.

Yours faithfully

Authorized Signatory  
With date and Seal

Name and Designation: \_\_\_\_\_


Address of the Bidder: \_\_\_\_\_

## SPECIAL CONDITIONS:

1. The Vehicles to be engaged for transportation of solid wastes must be in good running conditions. The Agency/NGO/Private Company / Contractor will submit the attested photo copy of the required documents of the vehicles such as RC book. Comprehensive insurance, Fitness, Permit, up-to-date road tax from the competent authorities at the time of execution of agreement.
2. The drivers of the vehicles must have valid driving license.
3. The vehicles offered shall be in good condition. Preference will be given for latest model vehicles. Officials of Soro Municipality shall carry out inspection of said vehicles and decision of Soro Municipality will be final and binding on the tenders in this regard.
4. The Agency shall be responsible for obtaining necessary permit comprehensive insurance policy, appropriate driving license etc. and complying with all the statutory requirement including labour laws that may be necessary in this respect, Soro Municipality will not be responsible for any consequence out of any violation of Rules or Act by the agency.
5. The agency shall indemnify the Soro Municipality against any claim, losses, damages concerning to workers/employees during the contract period.
6. The Agency shall pay all the statutory and other taxes of vehicle and keep the fitness certificate during the contract period.
7. The Officer-in-charge or authorized officer will check the vehicle documents as and when required.
8. Payment shall be made by the agency to his employees/workers as for their category and nature of work which shall not be less than the declared from time to time under minimum wages Act by Govt of Odisha.
9. The successful bidders shall execute an agreement with the Soro Municipality within 7 days from the date of receipt of letter or acceptance from Soro Municipality. The EMD and performance guarantee shall be retained as security deposit till closure of the contract without any interest. The EMD which will be kept as security deposit can be replaced by submitting Bank Guarantee of equal amount. The EMD of the unsuccessful tenders shall be refunded back on application only after finalization of the bid and drawl of agreement with the successful bidder. In case of failure to execute agreement in time, the EMD and performance guarantee will be forfeited to Soro Municipality fund. The tender call notice shall form a part of the agreement.
11. Soro Municipality reserves the right to extend the period of the contract if required with mutual consent of both parties before closing of the contract period.
12. Details of Terms & Conditions will be incorporated in the agreement.
13. Soro Municipality shall have the right to add or delete any conditions(s) to and from the agreement as and when necessary for smooth management of sanitation work.
14. The transportation of MSW will be done with due care and transporting vehicles shall be covered as per norms specified by the Pollution Control Board
15. If the agency will not perform the sanitation work to the satisfaction of Soro Municipality authorities in any particular day then the Soro Municipality is at liberty to engage and

substitute man power for sweeping, bush cutting, drain cleaning, engage own vehicle, hired vehicles for lifting the pending MSW and may impose penalty up to 10% of 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.

- 16 The agency shall start the work by 5.30AM and deploy two vehicles as required to transfer the solid waste generated from different sources,
- 17 In case, labour rate and other statutory dues is hiked by Govt. of Odisha, payment will be made accordingly, considering the engagement of labour in the work duly certified by the Officer-In-Charge of the work.
- 18 Depending on the requirement of the situation the sanitation workers will be engaged in **Wealth Center of Soro Municipality** for better management of sanitation process.  
The persons to be deployed by the Manpower Service Provider should be above 18 years of age & not exceeding 60 years and as well as physically & mentally sound to perform the duties. The upper age limit may be relaxed in suitable cases. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them. The Agency shall submit a certificate to this effect.

  
Executive Officer,  
Soro Municipality

ORGANISATION NAME:-

**CHECK LIST (Attached in first page of Technical Bid)**

SI No	List of documents	Details of document	Page No	Should be left blank for office use only
1	2	3	4	5
1	Tender paper cost, Rs.10,000.00 in Shape of Bank Draft/ Bankers cheque.			
2	Registration certificate of Agency			
3	PAN Card of the Agency			
4	GST registration along with copy of the last Return to be Submitted .			
5	Valid labour license under contract labour (Regulation and Abolition) Act.1970			
6	EPF registration certificate & payment confirmation slip & ECR copy for the min.100 person for last 3 Months.			
7	ESI, registration certificate & payment confirmation slip & Contribution sheet for the min.100 person for last 3 Months			
8	Income tax Returns and Audited Balance sheet for 3 (three) years i.e 2019-20, 2020-21 and 2021-22 duly certified by the chartered Accountant .			
9	The agency should have minimum Period of 3 years similar type of experience in any ULB or Organization i.e State, PSU ,Pvt . Etc with copies of the orders/agreement /Experience Certificate executed with them.			
10	Satisfactory work performs certificate from previous assignment			
11	Each page of the tender document are to be signed by the Authorized person.			
12	The agency should must be submitted An Affidavit to the Effect that they have not been black listed earlier before participating the tender by any Govt. Organization any District in Odisha and / or Govt of india or Union Territory with technical bid.			
13	The Agency should must be submitted an Affidavit to effect that, The Agency Have solvency certificate to the tune of Rs ,20 Lakh issued by the revenue dept, by the name of Agency or By the name of proprietor /Chief of Agency, and same will be submitted at the time of Agreement. ,which fail the undersigned reserves the right to cancel the offer .			

14	Annual average turnover statement to be furnished in the letter head of the chartered Accountant .as per Annexure-II			
15	Details of the Bank account of the agency (Name of the Bank, Branch, Account and Type of account ) photo copy Must be submitted.			
16	Bank Draft/Bankers cheque drawn in favour of Executive Officer, Soro Municipality payable at Soro towards EMD			
17	The Agency should must be submitted the authenticate document as ,Article of memorandum /Deed/By-Law and memorandum of the Agency			
18	ISO Certificate of 9001-2015 must be there.			
19	Addl.Performance security (if any) in shape of Bank draft/Bankers cheque drawn in favour of Executive Officer Payable at Soro.			
20	Work plan presentation for Soro Municipality			

**Signature of the Bidder**

i) Total no of corrections:-

ii) Total no of Over writing:-

iii) Total no of Interpolation:-

(Full signature of bidder)

Name of Agency:-

Address of the Agency:-

Contact No:-

Land Line No:-

:

**DECLARATION ON BIDDERS LETTERHEAD**

1. I \_\_\_\_\_ Son / Daughter / spouse of Shri / Smt.  
\_\_\_\_\_ Proprietor/Director/authorized signatory of the services Provider, mentioned above, am competent to sign this declaration and execute this tender document;
2. I/We am/are technically as well as financially sound enough to deliver the services to Soro Municipality within the prescribed period.
3. I/We have gathered full information on the nature/category of manpower required for Soro Municipality and am/are competent enough to deliver the services as and when requisitioned by the Soro Municipality
4. I/We have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
5. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We, am /are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate laws.

Signature of authorized person

Date:

Full Name:

Place:

Seal:

## AFFIDAVIT

### UNDERTAKING REGARDING DEBARRING EXPELLING OR BLACK LISTED OF WORK BY THE TENDER

(On the stamp paper of appropriate value in shape of affidavit from the Notary)

I, M/s,------(The name of the Agency with address of the Registered Office ) hereby certify and confirm that, We or any of our Promoter(s)/Director(s) are not barred /Terminate/Blacklisted by any Department of Govt, of Odisha /or any other entity of GoO by any state Govt. or Central Govt. /Department /Organization in India from participating as on the -----(Date of signing of this proposal )

We further confirm that we are aware that, our proposal for the caption tender would be liable for rejection in case any material mis representation is made or discovered at any stage of the bidding process or thereafter during the agreement period.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2022

Name and Designation of the Signatory:

Name of the Bidder and Address:

(Organization Seal)

## UNDERTAKING

(On the Bidder's Letter Head regarding Disbursement of Wages/Salary)

I / We do hereby undertake that

- I/We shall / will transfer the wages / Salary for the bill month to the Bank Account of all the deployed persons through on-line transfer system out of my own resources by the first week of the succeeding month based on the attendance duly checked/approved by the Soro Municipality.
- Soro Municipality will reimburse the payment corresponding to the month latest by the 2<sup>nd</sup> week of the succeeding month to me/us after being satisfied to the effect that all the deployed persons have been paid based on the documentary proof submitted by me / us
- I/ We shall /will submit the documentary proof regarding staff wise payment details made to all the deployed persons to the Soro Municipality before release of the reimbursement amount by the Municipality.
- I/ We shall /will submit the documentary proof regarding the claims in bills towards Employees State Insurance, Provident Fund, and Service Tax etc. pertaining to the concerned bill month along with the bill. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Soro Municipality.
- Any violation of the above stipulations in my / our part will lead to termination of the Agreement.

Yours sincerely,

Authorised Signature  
(In full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address:

*SORO MUNICIPALITY*  
*TENDER PAPER*  
*(FINANCIAL BID )*  
*FOR*  
*Cleaning &*  
*SANITATION WORK*  
*OF SORO MUNICIPALITY*

FINANCIAL BID DOCUMENT

(To be enveloped in separate sealed over)

NAME OF WORK:

Cleaning and sanitation work of  
Soro Municipality

**ANNUAL AVERAGE TURN OVER STATEMENT**

(TO BE FURNISHED IN THE LETTER HEAD OF CHARTED ACCOUNTANT)

The Annual Turnover of M/S \_\_\_\_\_ for  
The last three financial year are given below and certified that the statement is true and correct

Sl No	Financial Year	Turnover in Lakhs (Rs)
1	2019-20	
2	2020-21	
3	2021-22	
Average Annual Turnover		

Date

Signature of C A Firm

Place

Seal with Membership No.

Notes:-

1. To be issued in the letter head of CA firm member ship no.
2. Also issued Photocopies of audited P/L account of each year highlighting the turnover

## AGREEMENT

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ Between the Soro Municipality represented by its Executive Officer 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 "Manpower 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 " \_\_\_\_\_ " are required in Soro, Municipality.

And whereas the "Manpower 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 the terms and conditions of the agreement to the "Manpower Service Provider".

Now this agreement witnesses as below: -

1. That the annexure containing the terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged in the Soro, Municipality in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Term 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 \_\_\_\_\_.

**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 in the day and year first written above.

Signature of the officer authorized to sign  
On behalf of Manpower Service Provider

Signature of the Authority

Executive Officer  
Soro Municipality

In the presence of witness: -

**Witness**

1. Name:

Address:

1. Name:

Address:

2. Name:

Address:

2. Name:

Address:

## TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from \_\_\_\_\_ (date) and shall continue till \_\_\_\_\_ (date) unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on \_\_\_\_\_ (date) unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions/ deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage it would be deemed to be a breach of terms Agreement making it liable for legal action besides termination of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 45 days' notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work in time as may be fixed to the Executive Officer, Soro, Municipality, or such other Officer as may have been kept in charge of the office Establishment of the Office concerned and would leave at the time as may be fixed and may also require to work beyond the fixed time for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per the approved rate by this office on attending such duty.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in the Municipality, shall be that of the Manpower Service Provider and the Municipality, will in no way be liable. It will be the responsibility of the Manpower Services provider to pay to the person deployed a sum not less than the minimum Wages.
11. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Soro Municipality.

12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The Soro, Municipality shall, in no way, be responsible for settlement of such issues whatsoever. In case, the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed persons can place their grievance before a joint Committee consisting of the Executive Officer or a representative of the Soro, Municipality. and an Authorized representative of the Manpower Service Provider.
13. The Soro, Municipality, shall not be responsible for nay financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
14. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e., Labour Commissioner, Provident Fund Authorities, Employees State insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.
17. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
18. In case of poor performance or indiscipline attitude/activities of any manpower, Soro, Municipality, will inform the agency to withdraw the person/persons and replace immediately, to the satisfaction of the Municipality. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider.
19. The Service Provider shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority. The service provider should also ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudice to the interest of the Soro, Municipality
20. The agency shall be responsible for supervision and monitoring of the manpower engaged, on regular basis. The agency shall also be responsible to extract maximum output of work entrusted to each and every person deployed by him. The agency shall at all times indemnify and agree and undertake to defend and hold Soro, Municipality, harmless against all liabilities, damages, losses, expenses, claims, suits, proceedings, judgments, settlements, actions, costs of any nature whatsoever, whether directly or indirectly arising out of agreement executed between the agency and Soro, Municipality.

21. The persons to be deployed by the Manpower Service Provider should be above 18 years of age & not exceeding 60 years and as well as physically & mentally sound to perform the duties. The upper age limit may be relaxed in suitable cases.
22. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
23. The Manpower Service Provider shall indemnify Soro, Municipality, against all claims which may be made under the Minimum wages Act, Provident Fund Act, ESI Act, or any Statutory modifications thereof.
24. The authority shall not be liable for any compensation in case of any fatal injury/ death caused to any manpower while performing/ discharging his duties/ for inspection or otherwise.
25. In case of any loss caused to the Authority due to lapse on part of the personnel discharging duties, the same shall be borne by the service provider. Soro, Municipality, shall have the right to deduct appropriate amount from the bill of the service provider. In case of frequent lapses on the part of the personnel deployed by the service provider, the Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
26. The Manpower Service Provider shall follow the provisions of Industrial Disputes Act and responsible for any disputes arising with the worker.
27. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
28. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of all Acts/Rules including Income Tax Act / Rules, as amended, from time to time and a certificate to this effect shall be provided by the Soro, Municipality.
29. The agreement can be terminated by either party by giving 30 days notice in advance.
30. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Executive Officer; Soro, Municipality, or his authorized staff in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. The salary should be disbursed to the agency by 1<sup>st</sup> week of every succeeding Month
31. The claims in bills regarding Employees State Insurance, Provident Fund, etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month.
32. The basic wage including Employee's share of EPF & ESI of the persons deployed shall not be less than the minimum wage rate fixed by the Govt of Odisha in Labour & ESI Department from time to time. The differential amount of wage shall be paid by the Municipality as and when the minimum wage rate is revised by the Govt. the EPF, ESI and GST rate shall be applicable as fixed by the Govt from time to time.

33. The amount of penalty calculated @ Rs.500.00 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
34. The Authority reserves the right to add, modify, withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
35. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
36. All disputes shall be under the jurisdiction of all court located at Soro only.

Signature of the officer authorized to sign  
On behalf of Manpower Service Provider

Signature of the Authority

Executive Officer  
Soro Municipality