

**Street Sweeping, Drain De-silting, Bush
Uprooting, De-weeding, Conservancy Cleaning,
Door to door waste collection and
transportation & Municipal waste collection
and transportation
in
Sambalpur Municipal Corporation
(Zone-6)
HAVING WARD NO.13,14,15,18 & 34**



BID DOCUMENT

**Sambalpur Municipal Corporation
Sambalpur, Odisha**

INFORMATION TO BIDDER

NAME OF THE WORK	STREET SWEEPING, DRAIN DE-SILTING, BUSH UPROOTING, DE-WEEDING, CONSERVANCY CLEANING, DOOR TO DOOR WASTE COLLECTION AND TRANSPORTATION & MUNICIPAL WASTE COLLECTION AND TRANSPORTATION IN SAMBALPUR MUNICIPAL CORPORATION (ZONE-6) HAVING WARD NO. 13,14,15,18 & 34
E.M.D.	Rs.6,99,234/-
AGENCY	SELECTION THROUGH BIDDING PROCESS
PERIOD OF CONTRACT	01 YEAR EXTENDED FURTHER AFTER SATISFACTORY PERFORMANCE
COST OF BID DOCUMENT	Rs.10,000/-
PERIOD OF AVAILABILITY OF BID DOCUMENT	180days
DATE & TIME OF SUBMISSION OF PROPOSAL FOR PRE BID MEETING	23.06.2025 upto 5.30pm through SMC mail id sambalpurm.hud@nic.in
DATE & TIME OF PRE-BID MEETING	24.06.2025 at 4.00pm
PLACE OF PRE-BID MEETING	IN THE CONFERENCE HALL, SMC, SAMBALPUR
LAST DATE & TIME OF BIDDING ONLINE	03.07.2025 upto 5.30pm
LAST DATE & TIME OF RECEIPT OF HARD COPY OF BID DOCUMENT	07.07.2025 upto 5.30pm
DATE & TIME OF OPENING OF TECHNICAL BID	08.07.2025 at 3.00pm
PLACE OF OPENING OF BID DOCUMENT	IN THE CONFERENCE HALL, SMC, SAMBALPUR
PRESENTATION	To be intimated later
DATE AND TIME OF OPENING OF FINANCIAL BID	To be intimated later

COMMISSIONER
SAMBALPUR MUNICIPAL CORPORATION

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TECHNICAL BID

CHAPTER - 1

INSTRUCTIONS TO BIDDER

A. GENERAL

1.1. Definitions:

- (a) "Employer" means the Sambalpur Municipal Corporation (SMC), with its office at Durgapali, Sambalpur represented by its Municipal Commissioner or his/her authorised representative.
- (b) "Bidder" means any entity (including all the constituent members), as defined in the ITB, that provides the services to the Employer under the contract. The term Service Provider/Agency/Applicant/Operator, used in the bid document interchangeably would mean the bidder
- (c) "Contract" means the contract signed by the parties along with all attached documents listed in the Bid Document
- (d) "Day" means a calendar day.
- (e) "Government" means the Government of Odisha.
- (f) "ITB" means Instruction to Bidder and is the document which provides bidder all information needed to prepare their proposals.
- (g) "Personnel" means professionals and support staff provided by the bidder and assigned to perform the services in full or in any part thereof.
- (h) "Service/Services" means the work performed by the bidder / service provider pursuant to the Contract. Project and service are interchangeably used in this document
- (i) "Service area" means an area referred to under the zone in each zone
- (j) "Terms of Reference" (ToR) means the document included in the bid document at chapter-2, which explains the objectives, scope of work, activities, tasks to be performed, time line and deliverables of the assignment
- (k) "Authority" means the Commissioner, Sambalpur Municipal Corporation or any of his authorized officer.

1.2. Introduction:

Sambalpur is the one of the oldest cities in India with rich cultural and historical background. Sambalpur Municipal Corporation is also one of the oldest such institutions catering different services to its denizen. Geographically Sambalpur city is situated at the bank of the Mahanadi. This typical geographical situation faces the Sambalpur city with myriads of challenges.

As per the habitation pattern of Sambalpur, the most populous areas of the city have developed largely without any plan as in terms of modern city planning and architecture. With rising population, whatever vacant land were there, were made into residential agglomeration which poses SMC with many a difficult situation to handle water logging and garbage disposal as well. The city also has a complicated pattern of drainage network and storm water channel that need frequent cleaning of floating materials and desilting to ensure efflux of waste water.

As per census 2011, there were 77,848 households with population of 3,35,761. At present in the year 2024, the projected population is 4,36,154 as per CPHEEO manual (incremental increase method). Presently, the Sambalpur Municipal Corporation has 41 wards, out of which in 4 wards, solid waste management is being managed by SMC and the rest are served by a private operator.

For the purpose of the instant tender, all 41 wards have been made into 6 (five) zones, which will be taken up components of solid waste management like street sweeping, cleaning and desilting of surface drains, bush uprooting and conservancy cleaning. The objective of this bid document is to invite applications or bids from the interested parties who will carry out the above assignments.

With the introduction of solid waste management by the Housing and Urban Development Department communicated by its SOP vide letter no. 13408, dt-30.07.2019 and letter no 19700 dt 18.12.2020, Sambalpur Municipal Corporation has taken up the initiative to set up Wealth Centres, comprising of Micro Composting Centres (MCC) and Material Recovery Facilities (MRF) for processing of wet and dry waste respectively. The Corporation is endeavouring to adopt the principle of "3R" Reduce, Reuse and Recycle, where waste generated is not treated as waste, but as potential resource generating input that will be further processed at the designated centres.

Apart from moving away from the integrated solid waste management, the H&UD Department has taken pioneer steps to involve community through self-help groups of women, trans-genders and rag pickers to strengthen the value chain of waste recycling and simultaneously to empower themselves economically. All the MCCs have been handed over to women self-help groups to operate and manage the Micro Composting Centres and Material Recover Facilities.

The Micro Composting Centres (MCCs) shall handle the biodegradable wet waste and composted the same by using suitable bio catalytic agent. The biodegradable and non-biodegradable dry waste which is non-segregated will be sorted in the Material Recovery Facility. The successful operationalization of MCC and MRF is the ultimate objective of SMC to achieve a waste-free healthy and hygienic Corporation area. Ultimately, there shall be no landfill/dump site for dumping of waste under the present scheme of things. The detailed list of these MCC and MRF are in **Annexure-3**. The biodegradable and non-biodegradable wastes other than street sweeping and drain desilting wastes shall be taken to these centres for processing.

As per the direction from the H&UD Department, the door-to-door collection shall be done by women, transgender or rag picker SHG groups through deployment of LCVs, BOVs and pushcarts. As per the Municipal Solid Waste Management Plan, for Municipal Corporations, for ULBs with population between 1-5 lakhs having a total waste generation quantity of 25-150 TPD, will do up to 75% of the door to door collection through LCVs. As per the population projection calculated, in the year 2024, SMC has a population of 4,36,154.

As per the guidelines received from NGT and instructions from the Government of Odisha, the waste management shall now be guided by the motto “from waste to resource” with the help of decentralised waste management by setting up of and operationalizing Wealth Centres, comprising Micro Composting Centres (MCC) and Material Recovery Facility (MRF) with the help of Community involvement. Apart from the segregated waste being taken from the BWG, institutions, Markets and households to the wealth centres, the inerts from sweeping and the desilted materials shall be taken to the landfill sites identified by the SMC at Sikirdi. Since these wastes are likely to contain many toxic substances, shall not be mixed with the waste collected for recycling.

1.3. Location:

The service shall be performed within Sambalpur Municipal Corporation area.

1.4. BID description:

SMC intends to engage agencies through an open competitive bidding process in accordance with the procedure set out herein.

1.5. Service Period:

The Agency shall be appointed for initial period for 01 **(ONE) year**, further extension will be provided based on the performance of the service provider. The count will start from the Agency starts the work as per agreement. The services shall be provided by the Agency as stipulated in the bid document and also as per the recommendation of SWM Rules-2016.

1.6. Site visit and Due diligence by Bidder:

1.6.1 Bidder is encouraged to gather full information about the assignment, the local conditions, applicable law and any other relevant information, before submitting the Bid Document, by paying a visit to SMC area and the Project site

1.6.2 Bidder can meet the Municipal Authorities and Health& Sanitation Section during office hours on any working day prior to submission of the Bid to gather information about the project.

1.7. Availability of Bid Document:

Bid Documents can be downloaded from the website www.smcsambalpur.nic.in&www.tendersodisha.gov.in

1.8. Validity of the Bid:

The Bid shall be valid for a period of **180 (one hundred eighty) days** from the last date of submission of Bid Documents.

1.9. Bid Data:

Availability of Bid Document	Bid Document can be downloaded from www.smcsambalpur.nic.in&www.tendersodisha.gov.in
Cost of Bid Document	Rs.10,000/-
Earnest Money Deposit	Rs.6,99,234/-

Approximate Amount put to tender	Rs.6,70,72,000/-
Availability of Bid Document	Dt.03.07.2025 upto 5.30pm
Date of Pre bid meeting	24.06.2025 at 4.00pm
Place of pre bid meeting	Conference Hall, SMC, Sambalpur
Last Date and time of bidding online	Dt.03.07.2025 upto 5.30pm
Last Date and time of submission of hard copy of the bid document	Dt.07.07.2025 upto 5.30pm
Date & Time of Opening of Technical Bid	Dt.08.07.2025 upto 3.00pm
Date & Time of opening of financial bid	Will be communicated to responsive & qualified bidders

1.10. Communications:

1.10.1. All communications including the submission of Bid Document should be addressed to;

Address for Communication:

Commissioner,
Sambalpur Municipal Corporation,
Durgapali, Sambalpur, PIN- 768006

Email: sambalpurm.hud@nic.in

1.10.2. All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters: - **"BID DOCUMENT FOR STREET SWEEPING, DRAIN DE-SILTING, BUSH UPROOTING, DE-WEEDING, CONSERVANCY CLEANING, DOOR TO DOOR WASTE COLLECTION AND TRANSPORTATION & MUNICIPAL WASTE COLLECTION AND TRANSPORTATION IN SAMBALPUR MUNICIPAL CORPORATION (ZONE-6)"**

1.11. Eligibility:

The bidders are eligible to participate in the bid subject to fulfilment of both technical & financial eligibility criteria as detailed below.

Technical eligibility criteria

- A bidder may be a reputed single business entity/firm/trust/society or government owned entity registered under relevant statute and in operation for at least 3 years. A business entity shall mean a company registered in India under the companies Act-1956.
- Bidders should have experience of successful completion of **manual street sweeping and cleaning of Drains, bush uprooting/ de-weeding/ conservancy cleaning and collection & transportation of waste/Door to door collection and transportation of Household waste** in any three annual contracts **during the last 5 years in any city or part of the city having more than 1,00,000 population. Completion certificate to be provided along with the workorders for evaluation purpose.**
- Bidders should have experience of Handling and transportation of at least **20 Tons per day of waste for at least 3 years, during last 5 years in any City** or part of the city.
- The bidder should have valid labour license, EPF and ESI registration.
- The bidder should have a valid PAN and GST registration certificate.

Financial eligibility criteria

- The bidder should have Average annual turnover of more than **Rs. 3,00,00,000/-** in at least 3 best financial years within last 5 years from SWM activity. The bidder has to provide audited financial report and auditor's certificated in support of the turnover.

- (b) The bidder should not have borne any loss during last two financial years and should have positive net worth. **A certificate in support of the same from a chartered accountant has to be submitted by the bidder.**

1.12. History of Litigation and Criminal Record:

- 1.12.1 If the bidder/member have been convicted of **criminal offence** at the time of submitting the bid, then the bid shall be summarily rejected. The bidder shall furnish **a declaration in the form of affidavit** regarding the details of pending criminal cases in the prescribed format.
- 1.12.2 In case it is detected at any stage that the affidavit is false, he will abide by the action to be taken by the employer which may be rejection of the bid, cancellation of contract, imposition of fine etc. without approaching any court whatsoever for redress. He will however, be given suitable opportunity to offer his explanation before action is taken against him.

1.13. Conflict of Interest:

Bidder / Bidders shall not be eligible to participate in bidding process in case there is any conflict of interest. He has to submit declaration in the prescribed format.

- 1.13.1. The bidder shall submit **no relation certificate** in the prescribed format.

1.14. Other Requirements:

- 1.14.1. Even if the bidder qualifies in technical & financial criteria, his bid shall be summarily rejected if he is found to have misled or made false representation in the form of any of the statements submitted in proof of the eligibility and qualification requirements.
- 1.14.2. The bid shall also be summarily rejected if the bidder has been blacklisted/barred by an employer in the past or has a record of non-performance such as absconding from work.
- 1.14.3. In addition to the above, even while executing the work, if it is found that the service provider produced false / fake certificates in his bid, he will be blacklisted and the contract may be terminated at the discretion of employer.

1.15. List of documents to be submitted along with the bid:

Sl. No.	Documents list
1	Cover letter- APPENDIX-A
2	Bidder information- APPENDIX-B
3	Self attested copy of tender document
4	Tender paper cost of Rs.10,000/- to be remitted online
5	EMD of Rs.6,99,234/- to be remitted online
6	Copy of PAN and GST registration
7	Labour license copy
8	EPF registration copy
9	ESIC registration copy
10	Audited profit loss and balance sheet
11	Income tax return of last three years
12	Work experience along with supporting documents. APPENDIX-C
13	Bidder turn over certified by CA APPENDIX-D
14	Bidder net worth certificate by CA APPENDIX-E
15	Brief write up of the relevant business activities under taken so far and an overview of the expertise/potential available with the Agency. APPENDIX-F
16	Local address proof or undertaking for opening of branch office as per APPENDIX-G
17	Undertaking for non-blacklisted as per APPENDIX-H
18	Certificate of no relationship as per APPENDIX-I
19	Information regarding current litigation debarring expelling of quotation or abandonment of work by the bidder APPENDIX-J
20	Bidder legal status as per APPENDIX-K
21	Declaration of no conflict of interest APPENDIX-L
22	Implementation plan write up (Approach and methodology) (in not more than 10 pages) a. Deployment plan (equipment, vehicles, accessories, tools & manpower)

- | | |
|--|--|
| | b. Collection & transportation plan (timing, handling, storage, safety etc)
Process management, monitoring and tracking plan
c. Project financial plan
d. Process management and tracking plan
e. List of equipment, vehicles, accessories, tools & tackles to be deployed |
|--|--|

1.16. Certificates/Documents submission & verification:

Scanned copies of All Certificates/Documents, formats in pdf shall be uploaded by the bidder and original shall be produced as and when required to verify the copies of statements and other information furnished along with bid. Failure to produce original documents in time will lead to disqualification.

1.17. Cost of Biding:

The bidder shall bear all expenses associated with the preparation and submission of bid.

B. BID DOCUMENTS

1.18. Bid Documents:

1.18.1. A set of Bid Documents comprising of the General & Techno-Commercial Bid and the Price Bid together with all addenda/clarification thereto, shall be available in the SMC official site i.e., www.smcsambalpur.nic.in & www.tenderodisha.gov.in.

1.18.2. The bidder is expected to examine carefully all instructions, terms of reference, bid conditions, forms, appendices to bid, addenda in the bid documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk.

1.18.3. The complete bidding documents can be downloaded from the Website www.smcsambalpur.nic.in & www.tenderodisha.gov.in. Authorities shall not be held responsible for any delay/ difficulties/ inaccessibility of the downloading facility for any reason whatsoever. In case of any discrepancy between the bid documents downloaded from the internet and the master copy available with the employer, all information included in the master copy shall prevail. No claim on this account will be entertained.

1.19. Pre bid meeting and Clarification on Bid:

A pre bid meeting with prospective bidders for clarification of queries will be held in the conference hall of SMC on the date and time specified in the bid data. The bidders can also seek clarification on bid by communicating their queries/clarification to this office, through email: sambalpurm.hud@nic.in on or before 5.30pm of the date preceding to the date of pre bid meeting. The Authority shall take decision on the clarifications, if necessary, communicate & publish the same in Website. These decisions and conditions shall be binding on all bidders & the same shall also be a part of the bid document. It is to be noted that any bid not conforming to the bid requirement and the decisions taken as per the pre bid minutes or having any additional condition shall be summarily rejected.

1.20. Amendment of Bid Documents:

1.20.1. At any time prior to the date line for submission of bids, the employer may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective bidders, modify the bid documents by issuing an Addendum. Such addenda will be binding upon all bidders.

C. PREPARATION OF BID

1.21. Language of the Documents:

All documents relating to the Bid shall be in the English language.

1.22. Documents Comprising the Bid:

- (a) General & Techno-Commercial Bid (Part-I of Bid Document)
- (b) Price Bid (Part-II of Bid Document)
- (c) All documents stipulated at Clause-1.15 & elsewhere in the bid document.

1.23. Sufficiency of Bid:

The bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the services to be provided and of the prices quoted in the financial bid, which shall cover all his obligations under the contract and all matters and things necessary for the successful accomplishment of the services / assignments.

1.24. Preparation of bid:

1.24.1. The Proposal as well as all related correspondence exchanged by the employer & the bidder shall be written in English language.

1.24.2. In preparing the proposal, the bidder is expected to examine in detail the documents comprising the bid document. Material deficiencies in providing the information requested may result in rejection of a proposal.

1.25. The Financial offer:

1.25.1.a. "The services shall be provided as described & elaborated in the terms of reference (ToR) at Chapter- 2. The bidders shall quote their offer on **"% basis up to 2 decimals (excess or less)"** for the services in the prescribed format of the Part-II of the bid document. Price bid in no other format shall be accepted." If more than two decimal is offered the same shall be ignored for evaluation.

1.25.1.b. If the rate quoted by the bidder is less than 15% of the amount put to tender, **then such a bid shall be rejected** and the tender shall be finalized basing on merits of the rest bids. In case more than one offer turns out to be lowest, then the bidder obtains higher mark for techno commercial evaluation will be selected.

1.25.2. The offer shall be inclusive of all costs associated with the assignment including remuneration towards manpower, fees, cost of POL, T&P, logistics, hardware, consumables, infrastructure backup etc. The offer shall also be inclusive of all Duties, Levies, Taxes, Cess etc. of the Central, State Govt. excluding GST and others statutory dues. Further it shall also include all other expenses incidental thereto for successful accomplishment of the services in conformity with the ToR.

1.25.3. The bidders should make realistic assessment of the nature of work and the extent of technical, managerial and resources inputs required to carry out the services included in the ToR, diligently to achieve high quality outputs & deliverables within the stipulated time, and quote their offer accordingly.

1.25.4 The rate quoted by the Bidder shall remain **firm** till the validity period or extension thereof.

1.26. Bid Validity:

1.26.1. The bid will remain valid for a period of 180 (One Hundred Eighty) days from the last date of submission of Bid. The employer will make its best effort to complete the process and issue LOA within this period. However, should a need arise, the employer may request the bidder to extend the validity period of the proposal.

1.26.2. Bidders who do not agree to extend the validity may refuse without forfeiting the EMD.

1.26.3. A Bidder who withdraws his bid without a valid reason (to be decided by the authority competent to accept the bid) shall be disqualified for bidding further works under SMC with forfeiture of EMD.

1.27. Authorisation, Corrections, Erasures etc. in Bid Document:

1.27.1. The bid document shall be typed and shall be signed by a person or persons duly authorized to bind the bidder to the contract. Proof of authorization shall be furnished in the form of a certified copy of Power of Attorney, which shall accompany the bid. All pages of the bid where entries or corrections have been made shall be initialized by the person or persons signing the bid.

1.27.2. The completed bid shall be without any alterations, overwriting, inter-relations or erasures.

1.28. Earnest Money Deposit:

a) The Bidder shall furnish Earnest Money Deposit (EMD) for an amount of Rs.6,99,234/- (six lakhs ninety nine thousand two hundred thirty four only), along with the General & Techno-Commercial Bid for Zone-6 shall be deposit online on the web site www.tenderodisha.gov.in.

b) The EMD of unsuccessful bidders shall be returned without any interest after the bid is finalized in all respect.

c) The earnest money deposited by the bidders will not carry any interest and it will be dealt with as provided in the conditions stipulated in the bid.

d) The EMD shall be forfeited if a successful bidder fails to sign the agreement for whatever reason, or a bidder withdraws the bid during the validity period of bid, or any other reason specified in the bid document.

e) The EMD shall be forfeited if the bidders fails to provide the service within the given timeline.

1.29 Signing of Bids:

1.29.1 The bid shall be signed by the bidder / power of Attorney holder on behalf of the bidder to sign the agreement. The POA has to be provided by the competent person(s) of the organization as per legal requirements.

- 1.29.2 No alteration made by the bidder in the contract form, the conditions of the contract, statements / formats accompanying the bid shall be recognized and in case of any alterations made by the bidder, the bid will be void.

D. SUBMISSION OF BIDS(E-tender)

1.30. Sealing and Marking of Bids: <Mode of Submission>

- 1.30.1. Bids shall be invited through e-tender and participation through the website www.tenderodisha.gov.in
- 1.30.2. However signed copy of the **bid documents** along with copy of the **supporting documents** shall be submitted to below mentioned address through speed post/registered post/courier only so as to reach before the due date of opening.
- 1.30.3. Bid document Part- I (General & Techno-Commercial Bid) and Part- II (Price Bid) shall be submitted in separate sealed covers marking cover-A and cover-B respectively.
- 1.30.4. The sealed Cover (Cover-A) shall bear the following identification marks.
- a. **GENERAL & TECHNO-COMMERCIAL BID**
- b. BID No.: _____
- c. Name of Work: _____
- d. Name & Address of the Bidder: _____
- 1.30.5. The sealed Cover (Cover-B) shall bear the following identification marks.
- a. **PRICE BID**
- b. Zone No.: _____
- c. BID No.: _____
- d. Name of Work: _____
- e. Name & Address of the Bidder: _____
- 1.30.6. The sealed covers A and B shall be kept in another cover 'C' and shall bear the following information.
- a. BID No.: _____
- b. Name of Work: _____
- c. Zone No. _____
- d. DO NOT OPEN BEFORE: _____
- 1.30.7. The completed sealed cover 'C' shall be sent to the following address so as to reach him before the time and date specified for receiving the bids.

**The Commissioner,
Sambalpur Municipal Corporation,
Durgapali, Sambalpur-768006**

1.31. Deadline for Submission of Bids:

- 1.31.1 The hard copy of tender documents shall be received in the office of the officer designated by the date & time mentioned in the bid data. **The hard copy may be submitted by Regd. Post or through Speed Post or by courier to the specified address mentioned above. The risk and responsibility for loss, delay, damage to the seal etc. shall be of the bidder. No Hand delivery is acceptable.**
- 1.31.2. If the date of submission of hard copy is declared as holiday the next working day will be treated as the last date for submission of hard copy.
- 1.31.3. The employer may, at his discretion, extend the dead line for submission of hard copy by issuing an amendment in accordance with Clause 1.20 above, in which case all rights and obligations of the employer and of the bidders which were previously subject to the original dead line shall thereafter be subject to the new dead line as extended.

1.32. Late Bids:

Any hard copy received after the time and date fixed for submission of bids as stated in bid data, or as subsequently extended by the employer, will not be considered for evaluation.

1.33. Withdrawal of Bids:

Withdrawal of a bid by a bidder during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid shall result in the forfeiture of the EMD pursuant to relevant Clause.

E. BID EVALUATION

1.34. Bid Opening:

- 1.34.1. The employer will open the bids (cover C and then cover A containing General & Techno-Commercial Bids) pursuant to Clause 1.30, in his office at the date & time mentioned in the bid

data, in the presence of the bidders or their authorized representatives, who wish to attend. They would be required to sign in bid opening register as evidence of their attendance. The authorized representatives should bring their authorization letter while attending opening of bid.

1.34.2. A bid shall be rejected at this stage if,

- a. Sealed cover B containing Price Bid is not enclosed.
- b. Price Bid is enclosed along with General & Techno-Commercial Bid in cover A
- c. Cost of bid document is not enclosed with Part I of the bid.
- d. EMD is not submitted along with the bid.
- e. All other required documents are not provided

1.34.3. Any such conditions shall be minute and the cover 'B' shall not be opened. It shall then be kept in the safe custody of the Employer until the bid process is completed. The cover "B" shall be opened only for those bidders who qualify in the General & Techno-Commercial evaluation. The date of opening of financial bid (cover "B") shall be intimated by fax/ E-mail/Speed post to the qualified bidders.

1.34.5. The Employer shall prepare, for his own record, minutes of the bid opening, including the information disclosed to those present in accordance with sub-clause 1.34.1.

1.35. Clarification on documents submitted by bidders:

To assist in the scrutiny, evaluation and comparison of the bids, the Employer may ask bidders, individually for clarification on their bid document. The request for clarification and response shall be in writing or by mail. However, no change in the bid amount/ rate or substance shall be sought, offered or permitted by the Employer during the evaluation of the bid.

1.36 Determination of Responsiveness:

Prior to the detailed evaluation of bids, Employer will determine whether each bid has been submitted in the proper form and whether it is substantially responsive to the basic requirements of the bid documents. Bids, which have not been submitted in the proper form and not substantially responsive to the requirements of the bid documents, will be rejected. Such a bid shall not be allowed subsequently to be made responsive by the bidder by correcting or withdrawing the non-conforming deviation(s) or reservation(s).

1.37 Restrictions:

1.37.1 From the time the bid is opened to the time the contract is awarded, the bidders should not contact the client on any matter related to its General & Techno-Commercial and/or Financial Proposal.

1.37.2 Any effort by a bidder to influence the employer in any form directly or indirectly during the examination, evaluation, ranking of proposals, and recommendation for award of the contract may result in the rejection of the bidder's proposal.

1.37.3 Evaluators of General & Techno-Commercial Proposals shall have no access to the Financial Proposals until the General & Techno-Commercial evaluation is concluded.

1.38. Evaluation of General & Techno-Commercial Bid:

1.38.1. Eligibility will be determined based on technical and financial criteria.

1.38.2. The General & Techno-Commercial Proposals on the basis of their responsiveness as per the minimum eligibility criteria & other conditions of bid document shall be evaluated on the basis of following pre identified criteria.

An evaluation committee would be formed to evaluate all the proposals received and select the preferred Bidder. Technical scoring is given to each bidder on their experience/credential as detailed below:

Sl. No	Descriptions	Particulars			Maximum Marks Weightage/ Score allocated
1.	Type of Works executed	Marks for each activity for city/cities with population of			30
		1,00,001 to <1,50,000	1,50,001 to <2,00,000	>2,00,000	
	(a) Sweeping	06	08	10	

	(b) Drain cleaning & bush cutting	06	08	10	
	(c) Door to door household waste collection	06	08	10	
2.	Quantity of waste handled	10 TPD to 15 TPD	15 TPD to 20 TPD	20 TPD & above	10
		6	8	10	
3.	Service rendered for particular numbers of years and number of population under SWM.	3 years	More than 3 years and up to 5 years	More than 5 years and above	10
	1,00,001 to <1,50,000	4	6	8	
	>1,50,000	6	8	10	
4.	Maximum weighted Annual turnover during 3 years in last 5 years, from FY 2019-20 to FY 2023-24*	3-4 Crores	4-6 Crores	6 Crores and above	10
		5	7	10	
5.	Number of Manpower deployed in any 3 years during last 5 years, from FY 2019-20 to FY 2023-24*	100-150	>150 <200	200 and above	10
	<i>*Supporting documents i.e, ESI, EPF & Labour Licence to be submitted and lowest number of manpower in said document shall be considered for marking.</i>	5	7	10	
6.	Approach & Methodology and Presentation (Present status/practice & future planning) Implementation plan write up (Approach and methodology) (in not more than 10 pages) <ol style="list-style-type: none"> Deployment plan (equipment, vehicles, accessories, tools & manpower) Collection & transportation plan (timing, handling, storage, safety etc) Process management, monitoring and tracking plan Project financial plan Process management and tracking plan List of equipment, vehicles, accessories, tools & tackles to be deployed Grievance management 		30		30
TOTAL					100

1.38.3. **Bid Evaluation Methodology:**

Evaluation of the Technical and financial proposals will be based on Quality cum Cost Based Selection mode. Those who qualify minimum eligibility criteria described at point no.1.15 will be evaluated as per table given above.

Those who will secure minimum qualifying mark of 70, their financial proposal will be opened and lowest bidder shall be the preferred bidder.

F. AWARD OF CONTRACT

1.40. Right to Accept or Reject any or all Bids:

Notwithstanding any of the provisions above, the Employer reserves the right to accept or reject any bid, annul the bidding process, reject all bids at any time or any stage prior to the award of contract without thereby incurring any liability on the employer.

1.41. Award Criteria:

- 1.41.1. After completing negotiation if any, the client shall award the contract to the successful bidder.
1.41.2. The Solid Waste Management in SMC being an essential service the bidder must commence the assignment on instruction from the employer followed by a 15 days notice.

1.42. Notification of Award:

Prior to the expiration of the Bid validity period, Employer will notify the successful bidder by fax, letter or in some other written form, that his bid has been accepted. This letter, hereinafter called "Letter of Acceptance (LoA)", will constitute notification of the intention of the employer to enter into a contract with the bidder for the services under this contract, the bid rates which apply to this contract and the performance security amount to be deposited by the successful bidder.

1.43 Performance Security against the service

- 1.43.1. Within 15 (Fifteen) days of the receipt of LOA from employer the successful Bidder shall furnish the Performance Security for an amount (equivalent to 10%) of the annual contract value of 1st year, in the shape of Bank draft/ Bank Guarantee, in favour of Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur.
1.43.2. Apart from the performance security as stated above the successful bidder shall furnish additional performance security as per the following details:-
In view of the above, the State Govt. is pleased to fix the following rate of Additional Performance Security, which the successful bidder requires to submit within 15 days of receipt of LOA.

Sl. No	Range of Difference between the estimated cost put to tender and Bid amount	Additional performance security to be deposited by the successful bidder
1	Below 5 %	No Additional Performance Security
2	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid amount
3	From 10% and above	150% of (Difference between estimated cost put to tender and Bid amount

- This shall take effect from the date of issue of Work Department Office Memorandum No.4559/W, Bhubaneswar dt. 05.04.2021.
 - The codal provision exists in Works Department Office Memorandum No.14459/W dated 20.09.2018 stands modified to the above extent with effect from the date of issue of Work Department Office Memorandum No.4559/W, Bhubaneswar dt. 05.04.2021.
- 1.43.3 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract within the stipulated time shall constitute sufficient grounds for the annulment of the award/LoA, rejection of the bid and forfeiture of the EMD. In such an event the bidder will have no claim on the employer and employer has the option of considering the next lowest qualified Bidder for negotiation & award.

1.44. Signing of Agreement:

On receipt of the LoA, the successful bidder shall sign the agreement/MoU with the employer within 15 (Fifteen) days from the date of issue of LoA.

SCOPE of WORK

Chapter-2

2.1 Sweeping and Cleaning / De-siltation of drains:-

The service providing agency shall engage its manpower in zone-6 for sweeping of all the public streets, roads, footpaths, cleaning of public places like vending zones, parking places, bathing ghats at river bank of the Mahanadi river & other water body surroundings, bus Stops, bus Stands, open spaces etc. and the locations as and when demanded by Sambalpur Municipal Corporation. While sweeping, the waste should not be thrown to the nearby drains or water bodies. **The service provider shall**

ensure there shall be no sand deposition / siltation on public road coming under their assigned zone. Sweeping and cleaning activities includes removal and disposal of carcass of animals at designated places.

Sweeping should be started in the assigned areas at early in the morning i.e. latest by. 05.00am and preferably by 4.00am every day. There shall be **twice a day sweeping/night sweeping at market/commercial areas in the assigned wards and the areas as and when demanded by Sambalpur Municipal Corporation**. During any emergency, the sweeping activity is to be done as per instruction of field functionaries and the service provider has to deploy the manpower accordingly. The service provider shall ensure sweeping and cleaning of platform of bins where ever the compactor metal bins are placed. Bush cutting / uprooting and conservancy cleaning should be done at regular intervals in the assigned wards and as and when instructed by the field functionaries. The uprooted materials are to be swept, lifted and transported immediately. There should be application of bleaching powder/disinfectant on regular interval and also on special occasions like fair, events etc. or as directed by the SMC officials where ever necessary.

The service provider must keep the roads/streets of assigned zone **garbage free** i.e. the garbage collected through sweeping to be transported immediately and should not be kept on public places or burnt at road side.

Drain cleaning shall be made in regular intervals and utmost care to be given for non-stagnation of drain water, no vegetation growth inside drain and the drains to be made free from any siltation. The Service provider is encouraged to use Mechanical equipment / machineries (like mini excavators and tractors etc.) for drain cleaning and transportation activities. The drain siltation thickness in the assigned wards **should never exceed 150mm** at any stretches of the drain at any location and there should not be any blockage of drain throughout the stretch. This is applicable for all the drains within the concerned zones. The floating materials like polythene, plastic bottles, wrappers etc should be removed from the drain on daily basis and disiltation will be done on 15 days.**The service provider shall also clean the floating materials from drain where mess/screen installed inside the drain.** Earthen drains, if present, should also be cleaned as well. **The silts after drain cleaning should be transported by the service providing agency within twenty four hours by engaging their vehicles for disposal on the designated site within the SMC area. Before onset of monsoon preferably in the month of March mid June the service provider will take a special drive for cleaning of all the drains by engaging extra worker if needed.**

The frequency of conservancy cleaning, bush uprooting and de-weeding shall be on fortnight basis. Each ward shall be provided with at least one grass cutting machine for this purpose. The service provider by engaging its own manpower shall spray mosquito larvacide in drain and swampy areas as and when instructed by the Authority. The larvacide shall be supplied by Sambalpur Municipal Corporation. The service provider shall also engage its manpower and machines for removal of garbage and waste generated due to natural calamities.

2.2.Collection &Transportation:-

The service provider has to engage vehicles for transportation of waste from the secondary sources (except compactor metal bins) in the assigned wards and has to ensure collection of waste in time effectively in an efficient manner. The collected waste shall be transported to the landfill site or to transfer stations, sanitary landfill, designated location or facility or decentralized waste collection centre or any treatment and disposal facility (wealth centre) as suggested by Sambalpur Municipal Corporation or developed by Sambalpur Municipal Corporation from time to time. The Municipal Solid Waste such as green garbage from the concerned Zone through the specified vehicles finally shall be disposed to tagged wealth centre. The service provider shall also have the responsibility of Collection, Transportation and Disposal of Construction & Demolition Waste at the site identified by the Authority. The domestic hazardous waste and e-waste should be collected and transported separately to the designated site or as per the instruction of the Authority. The biodegradable/wet waste shall be transported to MCC, the dry waste shall be transported to MRF and the inert waste shall be transported to the Sanitary landfill by the service provider. The carcass of animals shall be removed and disposed of at the designated places by the service provider agencies in the concerned wards.

Throughout the collection and transportation process the service provider shall engage required number of vehicles and machineries for the said purpose. The trailer of all the vehicles to be engaged by the Service Providing Agency for sanitation activities (shifting of garbage) shall be covered with tarpaulin mandatorily while transporting garbage. The board mentioning “**on SMC duty**” shall be affixed on every vehicles engaged by the Service Providing Agency for above said purpose. The expenditure towards manpower to be engaged and fuel consumption for collection and transportation shall be borne by the service provider. Operator will also be responsible for procurement of spares, accessories, tyres, tubes, hydraulic oil, lubricants, diesel, petrol etc. for day to day running, operation and maintenance of collection and transportation vehicles and equipment.

The service provider shall also collect segregated waste from doorsteps in narrow lanes / streets where the door to door garbage collection vehicles are not accessible to enter into. This collection will be carried out by service provider through engaging its own manpower and it will be done by trolley / garbage rickshaws. Such type of narrow streets which are inaccessible for BoVs/LCVs shall be identified by Sambalpur Municipal Corporation and will be communicated to the service providing agency for segregated waste collection in their assigned wards. **The segregated waste will be transported to the nearby wealth centers by the service provider or as per the instructions of Sambalpur Municipal Corporation from time to time.**

2.3.Sanitation equipment/ materials:-

The Service Providing Agency (SPA) shall provide sanitation materials like those that Brooms, drain brush, fork hoe, west India hoe, square shovel, pick axe, axe, sickle, bucket, spade, bleaching powder etc. to the person deployed for sanitation activities. For own convenience to impart sanitation service, the service provider may engage their own machineries like excavator, mini excavator, tractors, mini trucks, LCVs, BoVs etc. based on their assessment of requirement .The operator shall procure minimum number of handcarts/pushcart/wheel barrows as per the requirement. Grass cutting machines should be made available one per ward.

The detailed list of vehicles to be engaged by the concerned service provider in their respective zone shall be communicated to Sambalpur Municipal Corporation in the format mentioned below. The Operator will have to provide all vehicles and equipment necessary for service delivery in the designated service area. The Municipal authority will withdraw all vehicles and equipment currently in operation in the designated service area. The operator may also engage mechanical devices to improve the efficiency and quality of service.

Deployment of Waste Collection Vehicles

Time of waste collection	
Vehicle type with regd. No	
Wards of concerned zone	
Route detail	

2.4.PPE kits:-

The service provider shall provide PPE kit like gumboots, hand gloves, mask, reflective luminous garment/jacket printed with “**on SMC duty**” and safety eye wear to the person deployed for cleaning of road, drain and for sanitation activities. No sanitation workers shall be allowed to deliver service without protective gears.

2.5.Monitoring:-

All the vehicles to be engaged by the Service Providing Agency for sanitation activities shall have GPS enabled monitoring system and the user ID, password should be shared with this office. There shall be provision of imposing penalty in case GPS installation coverage in working condition is less than 98percent of the vehicles engaged by the service provider for the sanitation services. Any non-operational GPS shall be replaced within 24 hours of time of non-functioning. Sambalpur Municipal Corporation field staff like Sanitation Experts, Sector Officer, Ward Officer, Swachha Supervisor, Swachha Sathis will monitor the all types of sanitation activities and the Service Providing Agency shall co-operate in this regard. Report of these field staff shall be vital while assessing performance of the service provider by the authority. The Service Providing Agency shall recommend **one representative** who will co-ordinate with this office, field staff and other officials of Sambalpur Municipal Corporation. The Service Providing Agency shall be careful so that there should not be any garbage vulnerable points in the assigned zone and shall post the Geo tagging photos of cleaning of garbage points in the whats-app group created by this office on daily basis , which shall be monitored in sanitation cell.

2.6. Proposed Disposal Method for Municipal Solid Waste at wealth centre:-

For management of municipal solid waste Sambalpur Municipal Corporation has also adopted de-centralised practice through Wealth Centers i.e., Micro Composting Centers (MCC) and Material Recovery Facilities (MRF). The segregated dry and wet waste from the wards will be transported to the tagged MCC and MRF centers for processing. The list of wards and corresponding tagged MCC and MRF are given below. Bio-degradable waste generating from street sweeping, drain-cleaning and bush uprooting shall be transported to the tagged MCC of the ward, whereas the non-biodegradable waste and inert waste shall be transported to the tagged MRF and designated landfill site or Sanitary Land Fill site respectively.

2.7. Grievance Redressal:-

The service providing agency should deliver sanitation services in such a way that there shall be no complaint from citizens with regard to sanitation. Sambalpur Municipal Corporation has different modules of receiving grievances from public. In case any grievances related to sanitation services received by this office that will immediately be forwarded to the representative of the Service Provider. The Service Provider shall have responsibility to resolve such grievances at the earliest with utmost priority and comply to this office immediately. No negligence towards resolving public grievances related to sanitation service shall be entertained by the Authority. The Service Provider will be penalized for delay in grievance redressal. The service provider has to make provisioning of grievance redressal rapid response team to resolve the grievances within the time limit in coordination with SMC. There shall be a grievance redressal cell which cell work in two shifts at the SMC office where dedicated telephonic number and whatsapp number shall be provided for receiving grievances from the public. It shall be in addition to the existing aaps and facilities available / produced by Govt. /SMC. There shall also be one dedicated team for each zone who shall attend all such grievances properly to redress the same. one register shall be maintained in each zone separately. The provisioning of manpower, vehicle, equipment and telephone / internet shall be the sole responsibility of the service provider agency.

2.8. Citizen Feedback mechanism:-

The Service Provider shall provide sanitation services up to citizen satisfaction. Citizen feedback registers are to be provided to the manpower deployed by the Service Provider at every ward within the assigned zone. The format of the register shall be prescribed by Sambalpur Municipal Corporation. The citizen feedback registers shall be submitted to Sanitation Cell of this office on last day of every month for verification whether the sanitation services provided by the Service Provider is up to the level of satisfaction of citizens of concerned area or not.

2.9. Carcass lifting :-

The Service Provider shall dispose of all animal dead bodies/ carcasses at the designated landfill site by engaging their own manpower and machineries. Any information received regarding animal dead bodies/ carcasses found in their zone or as instructed by this office that has to be disposed of within 06 hours so that there should not be any complaints related to carcass come to this office.

2.10. Co-ordination with Sambalpur Municipal Corporation officials and field functionaries:-

Sambalpur Municipal Corporation staff like Nodal officer, Health officer, Sanitation Experts, Sector Officers, Ward Officers, Swachha Supervisors, SwachhaSathis will monitor all types of sanitation activities and the Service Provider shall co-operate in this regard. The Service Provider shall share information of their representative to this office, who will co-ordinate with this office, field staff and other officials of Sambalpur Municipal Corporation. Any sanitation related meeting must be attended by the agency when called for.

The service provider has to engage one supervisor in each ward within the assigned zone. The detail information of the supervisors has to be shared with the office and those supervisors shall monitor all the sanitation activities within the concerned ward. The supervisor shall comply with the instructions of the field functionaries of SMC with regards to sanitation service delivery.

2.11.IEC (Information, Education & Communication) Campaign:-

Sanitation workers will take part in IEC campaign to educate and bring behavioral changes among citizens to improve sanitation and to disseminate information to public in co-ordination with Sambalpur Municipal Corporation as and when instructed by the Authority.

2.12.Door to door Municipal waste collection

2.12.1.Specification of Vehicles for door to door MSW collection

- The vehicle shall be well manoeuvrable, diesel/petrol fuel, equipped with hopper (auto tipper) of capacity covering 500 to 700 kg, per trip For example, Tata Ace, Mahindra, Ashok Lay land or any other similar vehicle.
- The vehicles should be branded LCV like TATA, Mahindra, Ashok Lay land etc.
- The vehicle shall have twin bin closed container with lead cover.
- Painting Inside and outside of the vehicle will be painted with enamel paint.
- The Vehicles shall meet with speed governor as per the existing RTO regulation.
- The trollies of vehicles should be portioned in 60:40 ratio (60percent for Dry waste and 40% for wet waste).
- Before providing service the vehicles should be proper branding, GPS enabled and sound system with pen drive.

Specification of vehicle

Type of TIPPER	Garbage Tipper
Category of Vehicle for which Chassis to be	Light Capacity Commercial Vehicles
Type of Fuel	Diesel/petrol
Seating capacity	Minimum two (01 for driver and one for loader)
Container paint / Branding	For wet waste Green and for dry waste blue with branding as per SMC guideline along with route chart as desired by SMC
Hydraulic System	Yes
Tipper Container Material	Mild Steel
Paint	PU Paint and the inner portion of the two chambers of LCV should be painted with antirust paint.
Fire extinguisher	Each vehicle should be with fire extinguisher installed in functional stage.

Image of vehicles

The image showing below is only for reference to the bidder, SMC has no intension for advertisement of any brand.



Part A - Resource Deployment as per field requirements

The scope of work under this item shall include

- The operator shall prioritize engaging SHG members for door-to-door waste collection in the service area. If SHG members are unavailable, the operator may engage outsourced staff for this purpose.
- The Operator shall properly maintain the vehicles and other infrastructure including stocking adequate inventory & spares and shall replace immediately based on requirement for continuance of hassle free service in the most efficient manner.
- The Operator shall obtain adequate insurance for the vehicles.
- The Operator shall be responsible for any damage to vehicles etc. during the period of contract and shall repair/ replace immediately during the period of Contract.
- The operator shall during the contract period, deploy one driver, one helper cum loaders per each vehicle. The helper cum loaders will move with the vehicle in the designated area for door to door collection of waste from the households as well as business/commercial establishments. They shall also collect the garbage swept, collected and dumped by the sanitation staff of the Corporation whenever enroute in the designated area and move to the dumping yard for unloading the waste so collected.
- SMC may engage the operator's vehicle for awareness drive, IEC activities and as when desired by Authority.
- It is operators responsibility to cover all the household / non-households within their assigned route.
- Segregation practices should be demonstrated by supervisor, driver and loader/helper of the vehicle to bring behavioural changes of citizen for segregation of waste.
- Public address system to be used as per the contracts to be instructed by the SMC.
- Jingle recording for IEC on Swachhata shall be responsibility of service provider. The expenditure in this regard shall be borne by the service provider as well.
- No municipal worker will be made available for waste collection, loading and unloading, driving or for any other purpose.
- Uniform for the workers should be inscribed with the logo of SMC. Operator may also inscribe his company name along with SMC. The design should be approved in consultation with Authority. Workers shall wear clean uniforms during all periods of operations.
- Ensuring deployed staff in pre-scribed uniform and Identity Card with photo during working hours. The driver appointed/engaged by the Operator shall have a valid driving licence as desired for the specific vehicle.
- The Operator shall employ skilled, disciplined and sincere drivers, cleaners, helpers and mechanics in sufficient numbers for carrying out loading, unloading and transportation operations at the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract for timely fulfilling of the Operator's obligations under the Contract and to the satisfaction of Authority. The number of drivers, cleaners and helpers to be deployed for transportation operations will be at the discretion of the Operator. However, the Operator must comply with Labour Laws and must provide the adequate staff for weekly off, leave etc.
- Any lack of workforce shall be considered as operator's deficiency. The operator shall ensure sufficient staff for different operation under this contract. No additional payment will be made, if the increase in the work force and equipment are needed at a later stage to meet the requirement of work. The Operator may, at his own cost and responsibility, increase workforce and equipment in order to meet the requirement of work.
- The Operator shall comply with all the provisions of the laws regarding deployment of labor under the contract. It shall be the liability and responsibility of the Operator to implement the Provisions of Acts; the Abolition of Contract Labour Act, The Minimum Wages Act, the Workmen's Compensation Act and Provident Fund Act. No use of child labor should be ensured for door to door waste collection.
- All the times during continuance of the Contract, the Operator shall abide by all existing and future labour enactment and rules made there under, regulations, notifications and bye-laws of the Central, State or Local Government. The Operator shall keep the SMC indemnified in case any action is taken against the SMC by any one on account of contravention of any of the

provisions of any Act or rules made there under, regulations or notifications including amendments.

- Health check up of drivers and loaders should be conducted at regular interval which should be intimated to this office.
- The Operator shall be responsible for health safety measures of his workers.
- The Authority reserves the right to increase or decrease the nos. of vehicles as per the requirement of this office.

Part B - MSW collection and Transportation

The scope of work under this item shall include

- Door to Door collection of municipal solid waste from all residential areas, all commercial/office areas, apartment complexes, institutional areas etc. (both households and non households) in the service area, through Vehicles in segregated manner.
- The area of coverage by each Vehicle by an operator will be on household basis, the details of the household to be covered will be given by SMC. A Vehicle shall cover a minimum of 1000 houses/ establishments per day and each vehicle should collect 1350kg waste in segregated manner per day. If quantity of waste falls below 675kg then penalty will be imposed proportionately.
- Collection of waste from kalyan mandaps, temples, mosques, churches, ceremonial halls, community centres, fare, Expo, public gatherings having holding capacity of population not more than 200 etc. shall be responsibility of the service provider by making additional arrangements, if as and when necessary or instructed by SMC or collection of SWM user fees by SMC in this regard subject to waste collection and transportation from non-bulk waste generators only. It is pertinent to say that one who generates more than 100 kg of waste per day for more than 15 days a month is consider as bulk waste generators.
- The waste collected is to be transported to the nearest wealth centres using Vehicles, as per the accessibility of the location and available width of the road. The collection point will be from household to household and will be transported to the nearest designated wealth centre.
- Door to Door collection of MSW is to be carried out on daily basis at pre-informed time & schedule by SMC in consultation with community by utilizing bell or musical alert/jingle as per the recommendation of Solid Waste Management Rule-2016, guideline of SBM 2.0, GFC etc. and other instructions.
- Daily door to Door collection of MSW from residential areas will be carried out generally in first shift, but it can be spread in two shifts, if required.
- Daily door to door collection of MSW will be carried out as per the route decided by SMC.
- The services of door to door collection and transportation of waste shall be provided on all 365 days in a year irrespective of any National Holidays or local holiday, Festivals and Sundays. In case any difficulty associated with manpower and vehicle supply to any of the route then it should be dealt with by the service provider without suspending door to door waste collection. Any disruption in service has to be immediately addressed by providing alternate vehicle and manpower.
- The Operator shall ensure that the vehicle is properly covered during transportation of waste so that there is no spillage of waste during transportation. The lids should be closed during movement.
- The Operator will take precautions to avoid inconvenience, damage, destruction or disturbance to any third party's right and properties.
- The operator or the manpower attached to the vehicle shall not demand any fee in any form from citizen.
(List of service areas shall be decided mutually between SMC and operator at the time of contract negotiation.)

PART C- Ancillary Activities

The scope of work under this item shall include

- Tracking and monitoring of Solid Waste collection and transportation system. This will include a mobile phone communication system and Vehicle Tracking and Monitoring (VTM) System (using real time GPS (Global Positioning System) / GSM (Global System for Mobile

Communication) / any other advanced technology) fitted \in each tracking of the vehicle movement online.

- The Vehicle Tracking and Monitoring (VTM) System to be installed in each of the vehicle shall be provided by Agency at its cost.
- The Operator shall ensure that the tracking system is operational at all times. The reports shall be duly verified by the Authority in accordance with this Contract. The report should be submitted to SMC on daily basis.
- The tracking and monitoring system would be accessible from the Authority's control room for day to day monitoring of work. The user id & password should be shared with SMC.
- The SMC shall establish a "Complaint Redressal Centre" to address customer complaints in line with established standard protocol. The service provider shall engage its manpower as coordinator to redress grievances in time bound manner.
- All complaints related to the door to door collection would need to be addressed within 24 hours of operator receiving the complaint failing which the Authority will have the right to demand an explanation or resolution of the complaint to their satisfaction.
- A "complaint redressal log book" should be maintained by the Operator containing the relevant information including the action and time taken for compliant redressal.
- Format of the complaint redressal log book would be finalised in consultation with the Authority.
- The Operator would be required to submit a monthly complaint and redressal record to the Authority with a summary of complaints including: Categorization of type of complaints
 - Number of complaints during the previous month
 - Percentage of complaints addressed in 2 hours of receiving grievances from any quarters
 - Percentage of complaints not addressed in 24 hours and reasons therefore Major unresolved complaints if any
- Undertake community interaction and consultations at regular intervals along with SMC officials.
- Penalty shall be imposed based on the provision on service delivery performance criteria in case the service provider doesn't give compliance after resolving grievances.

PART D. Service delivery compliance

- Ensure safe transportation and unloading of the collected Solid Waste to the wealth centre tagged.
- The Operator should ensure adequate safety for all manpower deployed and provide required safety gears.
- The man power deployed by the service provider shall have to wear uniform/ apron during working hours bearing the logo of SMC which have to be approved by the Authority
- All vehicles shall have permanent name plates indicating the Authority's name and helpline number for complaint redressal system.
- All vehicles should comply with the fuel emission norms as per the applicable Laws.
- The drivers of the transportation vehicle shall carry the driving license/ registration certificate and all other required documents of the vehicle as per requirements of RTO and applicable Laws
- Washing/cleaning, and disinfection of the transportation vehicles must be carried out on a daily basis as per the schedule, which would be available to the Authority for inspection and Verification
- The service provider shall go for providing information of vehicles movement, manpower engaged & route chart through wall painting, banner conspicuous places of the respective area. The cost in this regard shall be borne by the service provider.
- Public feedback through prescribed format provided by SMC to be collected from citizens availing services of door to door waste collection. This register has to be submitted to SMC at the end of every month along with the bill. The feedback will be collected by vehicle loader or driver. Feedback to be collected from at least 10% of household/ non-household at the respective route.

Format for citizen feedback

Vehicle regd. No. _____

Date	Sl no	Name of location/stoppage	Name of citizen	Contact no. of citizen	Feedback	signature	Remarks

I. Service delivery schedule

A tentative time schedule /work schedule is indicated below:-

Activities	Time schedule
Door to door collection of Solid waste from various houses/establishment	6.00am to 11.00am and 6.00pm to 9.00pm.

The Operator shall ensure the presence of his personnel every day at specified time.

- The operator should ensure same timing as far as possible. However the timing can be modified with prior approval of SMC Authorities and adequate communication to the affected population/ citizen.
- The operators shall ensure operations on all 365 days in a year. So that he has to keep at least 05% reserve vehicles.
- SMC reserves the right to change the timing of service delivery and route.

2.13. MANPOWER DEPLOYMENT AND WELFARE

A. Scope:

1. Deploy sanitary workers, supervisors in each ward as per the Central Public Health Environmental Engineering Organisation (CPHEEO) manual and managing GPS, biometric attendance, MIS etc in respect of the zone.
2. The minimum manpower required has been indicated at the end of each activity/part. The operator shall be liable for penalty in case of insufficient deployment of man power.
3. The service provider shall display the list of Sanitation workers with lane distribution, supervisor, local manager of the agency in a flex/ board in a prominent place of the ward preferably at the ward office.
4. Ensure regular payment of salary, EPF, ESI to the workers on time.
5. All the sanitation workers must be counselled for health and other insurances and included in the social welfare schemes.
6. The sanitation staff must be provided with valid identity cards with name of the ward and street assigned.
7. Prepare a beat / location specific manpower deployment plan as per CPHEEO manual in respect of the zone and get it approved from the SMC within 15 days of signing of MOU and adhere to it throughout the contract period.
8. Manpower deployment plan must be so conceived as to allow one day off to each worker in a week on roster basis so that the essential services are ensured without interruption even on weekends, govt holidays or festivals.
9. The operator must have sufficient man power at disposal so that in the absence of any of the sanitary workers owing to Health problems or other issues if any shall not hamper the cleaning work.
10. The operator shall endeavour to mechanise the sanitation activity like sweeping, drain desilting, bush cutting etc. and train the manpower to use the equipment so that manual labour is not used in sanitation activities that impose danger to the health of the workers.
11. Also, the labour-intensive bush uprooting and branch trimming etc may be mechanised and the workers are trained to use the machine so that the work is done more quickly and efficiently.
12. It is mandatory to provide personal protective equipment (PPE) to all the sanitation workers and ensure that they use the PPE compulsorily. The PPE must be replaced periodically as they get damaged due to wear and tear.
13. The operator shall prepare a PPE procurement, distribution and use plan with respect to different types of sanitation activity and the type of PPE required for the workers along with the period of replacement and get it approved from the SMC. The operator shall be liable for penalty if the workers are seen to be working without suitable PPE.

14. The operator shall hold compulsory quarterly periodic health camp for the workers and all the workers as well as their immediate family members shall be counselled on ill effects of alcoholism.
15. Periodic workshops, capacity building and trainings of the workers must be done in association with SMC for presentation of best practices and new concepts in sanitation sector. This will bring a sense of togetherness and involvement in the entire sanitation set up.
16. For recognition of good work done by the sanitation worker, the names of the best performers in each ward must be intimated monthly to SMC for further course of action. Similarly, the negligent and defaulting workers must be identified and warned to ensure discipline among them.
17. Provide required number of equipment, brooms, tools & tackles like iron plate, crowbar, sardi, belcha, gandua, wheel barrows etc to the workers so that the sanitation work does not suffer due to lack of them.
18. ICT based real-time monitoring mechanism with geo fencing facility to be put in place so that the workers render necessary services in their beats.
19. The Agency shall authorize to replace manpower with machineries within the same cost for providing sanitation service within the zone.

2.14. RESOURCE DEPLOYMENT

Minimum Manpower deployment

Sl No.	Type of manpower	quantity
1	Area Supervisor (one per each ward)	5
2	Core sanitation worker for drain cleaning	22
3	Loader	14
4	sanitation worker for sweeping, bush cutting etc.	170

Vehicle and machineries deployment

Sl. No.	Type of vehicle and machineries	Quantity
1	LCV for Door to door household and commercial waste collection & transportation	15
2	Tractor with driver for collection and transportation of municipal solid waste from street and drain	05
3	Tractor- collection and transportation for C&D waste and drain soil	01
4	Tractor with driver for municipal solid waste collection and transportation from Bulk waste generators	01
5	Back hoe loader-cum-excavator with operator	01
6	Skid steer loader with operator	01
7	Bush cutter	05

Effective sanitation service delivery depends on proper management of man power and sufficient deployment of resources in the field. In order to ensure this the workforce must be regular and punctual in their assignment as sanitation is an essential service. The vehicles deployed for the work must also report on time failing which there will be collapse of sanitation activity. So, the operator shall not only deploy sufficient workforce and vehicles, bins etc but also establish mechanism to monitor their activities in real time.

The scope of work under this item shall include

2.14.1. DEPLOYMENT OF VEHICLES:

1. The operator shall deploy sufficient nos. of suitable vehicles to carry different types of waste to different destinations as defined in this document so that the garbage does not lie on the roads or any other public place leading to unhygienic condition or nuisance or public outrage.

2. The operator has to prepare a vehicle deployment plan for each activity with starting point and end point along with time imprint within 15 days of commercial operation date and get it approved from the corporation.
3. Before the beginning of every month the operator shall submit a vehicle wise detailed time bound plan that will be used for collection of waste or silt or floating material etc. for information or approval of SMC and on the basis of the monthly plan submitted bills shall be raised for payment.
4. The vehicle deployed for collection of waste from street waste shall have proper covering and shall take the waste to the wealth centre for deposition of dry waste or to the landfill site for disposal of the inert waste.
5. The leaves and the green portion of the vegetation after bush uprooting shall not be mixed with sweeping waste and the drain collection as the green waste shall be taken to the MCC.
6. The vehicles deployed for collection of drain desilting material shall be different from the above stream and take the desilted debris straight to the sanitary landfill site identified by SMC.
7. There shall be reserve vehicles for each activity, so that in case of breakdown of any vehicle, it will be replaced immediately and there is no disruption in service delivery.
8. The vehicles engaged by the operator for the sanitation activities shall not engaged in any other work under any circumstances. The operator shall be liable for penalty if it is detected that the vehicle deployed for sanitation work is engaged in transporting materials other than what has been assigned for or engaged in any work that is contrary to the scope of this document.
9. The operator must deploy sufficient vehicles for lifting of bins in market areas and wherever necessary in such a manner that bins are emptied in 24 hours time or when it's 3/4th full, whichever is earlier. Failure to comply this will make the operator liable for penalty.
10. The operator shall provide working condition vehicles. All the vehicles used for transportation of waste shall be new or not less than 2 years old vehicles at the time of commencement of operations/services to carryout hassle-free operations. The operator shall obtain the approval from SMC for the list vehicles deployed for the performance of the project activities before commencement of operations. For replacement of vehicles from the approved list of deployment, the operator shall obtain approval from SMC for replacement of vehicles on any account. The list of vehicles with registration details to be submitted to SMC before commencement of work.
11. In case of breakdown of vehicle, operator has to make the alternate arrangement for the transportation of waste to designated site without failure.
12. Vehicles shall be provided with first aid box. Logos, slogan, contact details and tare weight shall be written on the vehicles as approved by the SMC. For procurement and deployment of vehicles/assets/resources etc, the operator shall adhere to all the applicable laws/norms.
13. The operator shall deploy manpower/human resources for successful operation of the Project. All the deployed manpower during the operation phase shall be in uniform/dress code (approved by SMC) with duly attested ID cards of the operator and also geared up with all necessary PPEs as per applicable rules/regulations/guidelines.
14. All the vehicle should be covered through tarpaulin or hardboard so that while transporting the waste and other materials, nothing should be exposed to outside and spilled over.

2.14.2. DEPLOYMENT OF BINS:

1. The objective of decentralized Solid Waste Management plan is to have a bin free Sambalpur city and the service provider has to work towards achieving the same by removing the bins and by putting in place a robust & efficient mechanism.
2. However, whenever the minimum required bins are to be put in place inside the city, then the bins are to be designed and placed at commercial areas, such that they are accessible to the users, easy to operate, easy to transport, not exposed to atmosphere, aesthetically acceptable and user friendly. Care may be taken to see that the bin size is twice the normal require size so that in case the bins are not emptied on a particular day then there is no littering of the surrounding area.
3. Provision of required number of road side bin/community bins/litter bins of different sizes, in the listed wards, for the purpose of temporary sanitary storage of waste& arrangement for mechanical transportation to Dumping site.

4. The number & size of such bins shall be on the basis of quantities of waste generated and the population density.
5. Similarly, market places, eateries, vending zones and other public places should have adequate litterbins at a distance not exceeding 50 meters as per Swachha Survekshan criteria at the cost of Service provider.
6. Bulk Waste Generators and customers with point collection proposal should provision for their own bins of required capacity to be provided with individual bins of required capacity.
7. The damaged hardware shall have to be repaired/replaced immediately.
8. The bins shall be RFID tagged by the operator as and when required by SMC and install PTZ cameras in the bin lifting vehicles for monitoring of lifting of the bins.
9. The bins shall be washed periodically so that there is no stench arising from them out of repeated use.
10. The bin points shall be aesthetically maintained and sprinkled with bleaching powder to keep the place free from any toxicity or any unhygienic condition.
11. The operator shall prepare a detailed bin deployment, lifting and washing plan giving location, capacity, type of bin, nos. of bin lifting vehicle, bin washing plan etc within 15 days of commercial operation date for approval by the ULB.
12. Monthly bin lifting and cleaning plan with the no of bin lifting vehicle and time schedule and the bin washing location and schedule shall be submitted 7 days prior to the beginning of the month.
13. The operator shall ensure that every shop in the market area should keep separate dustbin in its own premises and shall maintain cleanliness in front of their shop especially in 5 m radius.

2.14.3. BIO-METRIC ATTENDANCE:

1. The agency shall provide separate biometric attendance system for each assigned ward to record and report the staff attendance on daily basis.
2. The biometric attendance system shall be preferably non-contacting type like face reorganization with in-built geo fencing.
3. Bio-Metric Attendance System should have a web based/ mobile app-based software. The software shall have provision to generate daily attendance reports, which shall be accessed by both SMC and the agency.
4. The software should have a provision to mail periodical reports to dedicated mail of SMC.
5. Bio-Metric Attendance System shall be equipped with GPRS / any other advanced mechanism to relay each record instantaneously to their server, which can be accessed by both the parties.
6. Only records received from biometric attendance shall be treated as valid records for reporting and release of payment.
7. Any non-operational Bio-Metric Attendance System shall be replaced within 24 hours of time of non-functioning.
8. The agency shall organize training program of SMC staffs on operation of web based/ mobile appbased software at its own cost.

2.14.4. GPS FOR MONITORING OF THE VEHICLES:

1. Operator shall install GPS system in all the vehicles with following device specification or better:
2. GPS system should have a web based/ mobile app based vehicle-tracking software.
3. The GPS system shall be equipped with GPRS / any other advanced mechanism to relay real time data instantaneously to their server, which can be accessed by both the parties.
4. The GPS system should have a provision to record trip details, stoppage duration with detail location, ignition on / off time and tampering alert.
5. The GPS trackers shall be able to detect engagement like bin lifting i.e, lowering and rising.
6. The software should have provision for self-generation of period reports and to mail the reports to the dedicated mails.
7. The agency shall maintain a good reporting system for all installed GPS trackers and also provide followings reports as per the requirement of SMC
 - Live location of the Vehicle with detailed activity of each vehicle like stoppage details, trip details
 - Working hour reports
 - Bin Point lifting report
 - Route Chart of each vehicle

- Periodic reports to be sent to the dedicated mail id of SMC
- 8. To track any route deviation of a vehicle, the agency shall provide route chart of each vehicle within one month from getting the work order.
- 9. The agency shall organize training program of SMC staffs on operation of web based/ mobile app based software at its own cost.
- 10. All installed GPS trackers shall be operational all the time.
- 11. Any non-operational GPS shall be replaced within 24 hours of time of non-functioning.
- 12. The reports received from GPS tracking system shall be treated as valid records for reporting and release of payment.

2.14.5.SETTING UP OF STATE OF ART CONTROL ROOM/LOCAL OFFICE:

1. Setting up of state of art control room and instruments to facilitate real time tracking and monitoring.
2. Tracking and monitoring of biometric attendance system on real-time basis.
3. To provide required skilled manpower support for registration, monitoring, compliance and reporting of customer complaints in respect of SWM within the service area 24x7.
4. Monitoring of vehicle movement through GPS.
5. The required equipment like server with specifications to handle GPS, Biometric attendance, applications developed by H&UD Department and any other requirement felt by the SMC.
6. Generate and monitor reports for solid waste management.
7. Control room should monitor timely redressal of grievances.

2.15. SERVICE DELIVERY COMPLIANCE AND GRIEVANCE REDRESSAL

I. Service Delivery Compliance

i. Sweeping

1. Operator to ensure 100% sweeping of all the lanes, by lanes, market areas, bathing ghats etc. as per the number of frequencies approved with effect from the commercial date of operation.
2. Collection of sweeping waste from the designated collection points and disposal at the designated landfill site.
3. The sweeping waste should not be dump or find their way to the drains.
4. Secondary collection vehicles collecting the sweeping waste should be covered and should not litter the road while going to the landfill site.
5. The operator has to deploy minimum approved number of sweepers and vehicles in each ward for better service delivery in sweeping.

ii. Drain Cleaning and De-silting

1. Removal of floating waste from the open and surface drains inside the zone must be done every day. Any choking of culvert or solid waste flowing into the waste / MSD shall invite penalty.
2. All the drains inside the zone must be de-silted at least once in 15 days' time i.e., two times in a month and no chokes, blockages or overflowing of drain water should be there.
3. The silt removed from the drain must be cleaned within the time frame prescribed and the vehicle carrying the silt to the landfill site should be covered and waterproof so that the silt does not spill over the road while transportation to the landfill.
4. The waste generated from street sweeping and drain de silting should not mix with the waste collected from the households and the market areas by door to door collection from source. Failure to comply this shall invite penalty.

iii. Bush Uprooting, Conservancy Cleaning and De-weeding

1. The operator has to achieve 100% target for bush uprooting, conservancy cleaning and de-weeding inside the zone. The green portion from the bush uprooting and de-weeding shall be carefully handled; it should not mix with the sweeping or drain cleaning waste and shall be taken to the MCC.

iv. Lifting of Animal carcass

The Agency shall ensure lifting and disposal of animal carcass through burial at the scientific landfill site at Sikirdi immediately on occurrence of the event or within six hours of getting the information.

v. Vehicle Deployment and Maintenance of Resources

1. The operator shall deploy required number of vehicles, auto tippers, tractors, Excavators (JCB), Nallah Cleaner, BOVs, wheelbarrows, pushcarts, tricycles etc. as per the approved plan.
2. The operator shall deploy required number of secondary collection vehicles, auto tippers for transportation of the waste.
3. The operator shall deploy the required number of bins (fixed/ moveable) of specific sizes as per the approved plan depending on the requirement in different wards within in the zone, which shall be revised time to time. Non deployment of required/ approved number of bins shall make the operator liable for penalty.
4. The bins deployed should not be in broken condition or inadequate size or so placed making it susceptible for spilling over by cows, dogs etc. If required the bins shall be fixed with the help of chains so that they are not toppled by stray cattle/ animals.
5. Bins to be lifted when there 3/4th part full or 24 hours whichever is earlier.
6. The surrounding area of the bin should not be littered and maintained in a hygienic condition. Bleaching powder and spraying of other disinfectant must be done every day, rangoli and other attractive patterns should also be drawn in the garbage vulnerable points to prevent littering.
7. Bins at the different locations to be cleaned as per the approved bin washing schedule. Unclean bins with foul smell shall invite penalty.
8. The wheelbarrows/ pushcarts/ tricycles must be replacing and repaired as soon as there is any crack or damage detected in them. Door to door collection should not be hampered owing to shortage of wheelbarrows, pushcarts etc. any damage in them.
9. Missing assets like wheelbarrows, bins etc. must be identified and replaced immediately so that service delivery is not disrupted.
10. The vehicles, pushcarts, wheelbarrows etc. meant for service delivery in SMC should not be used for any other purpose than specified in this document. Use of these assets for private purpose, lifting of c & d waste other activities is strictly prohibited.

vi. Maintenance of bins and Waste Collection Points

1. The colour code of the bins shall be strictly as per the recommendation of the Solid Waste Management Rules, 2016.
2. The clearing schedule of the bins should ensure that waste is cleared at least once in 24 hours.
3. There should be no overflow of Waste from the bins due to inadequate capacity or non-lifting at scheduled times.
4. The agency will ensure that the area around the bins is kept clean at all the times.
5. The bins are to be maintained so that there are no breakages, no toppling of bins and no dislocation of covers.
6. Dumping of the waste on floor or ground is prohibited
7. Open dumping points/spots within the service area and littering of waste on open place/places shall not be allowed.
8. The waste shall not be disposed off/dumped/unloaded at any place other than that specified.
Disposal of waste in any area other than specified will be termed as deficiency of service and such repeated acts may lead to termination of contract.
9. Ensure safe transportation of the collected Municipal Solid Waste in covered container to the designated place at transfer station.
10. **Dry Municipal Solid Wastes like leaves, paper etc. shall not be burnt.**
11. There should be no overflow of garbage/refuse/waste 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.
12. 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/waste into the containers and bins.
13. The ground at the place where the vehicles stop for loading shall be cleaned and disinfected with an approved disinfectant.

vii. Submission of Monthly Action Plan and Reports in the Prescribed Format

1. The operator shall physically visit the allotted zone and prepare action plan for each activity and submit to SMC for approval within 15 days of COD. This action plan shall be looked at and updated every month depending on the field requirement.

2. The operator shall submit advance action plan under each activity incorporating the changes required in the zone, 7 days ahead of the beginning of every month for approval by SMC.
3. The operator shall submit the action taken before on the monthly action plan along with the signature of Ward Officer., Swachha Sathi, member of SHG and one prominent citizen of the ward while raising the monthly bill.

viii. Welfare for Sanitation Workers

1. The operator shall provide PPE to each sanitation worker and shall ensure that it is being used during working hours.
2. The quality of the PPE shall be approved from SMC prior to providing to the workers.
3. The agency should ensure adequate safety for all manpower deployed including required insurance facility.
4. Engagement of child labour is strictly prohibited.
5. The best workers shall be identified periodically and intimated to SMC.

ix. Grievance Redressal

1. 2 hunting telephone lines connected to one no (call log to be matched at the end of the month). Each phone call to be booked and taken into account
2. Social media
3. ULB Odisha
4. Swachhata app
5. Issues detected by SMC Officials
6. Complaint registration at control room with system generated unique id
7. Complaint shall be transferred to the concerned operator for resolution within 24 hours.
8. Concern operator shall held responsible to place desire infrastructure, equipment and manpower for the purpose.

Table-13: Timeline for Grievance Redressal

Sl. No.	Type of Grievance	Timeline for Grievance Redressal
1.	Lifting of Garbage	12 hours
2.	Sweeping of Roads	12 hours
3.	Removal of Debris & Construction Waste (material cost involved)	24 hours
4.	Replacement of Garbage bins	24 hours
5.	Removal of dead animals and carcasses	06 hours
6.	Drain choking/ removal of floating material	12 hours
7.	Express cleaning service (cost involved)	12 hours
8.	Absenteeism of door-to-door garbage collector	24 hours
9.	Non cleaning of dustbins / dustbin surroundings	12 hours
10.	Nuisance by garbage tractor or trucks.	12 hours
11.	Drain de-silting	48 hours

The operator shall stick to the timeline prescribed for grievance redressal in the above matrix mentioned in Table no.13. After redressal of the grievance, the confirmation shall be obtained from the complainant. The operator shall ensure that the control room functions at its optimum strength and capacity. Any disruption of the functioning of the control room owing to negligence on the part of the operator is not acceptable.

Exclusions

1. Collection and disposal of bio medical and hazardous waste.

x. Service Delivery Schedule

The service provider in close consultation with the employer should work out a detail time schedule and should adhere to the same timing

Table-14: Schedule

Sl. No.	Activities	Time Schedule
1	Road Sweeping and Drain De-silting (day sweeping)	5.00 AM to 10.00 AM or 03.00 PM to 6.00 PM *whenever possible night

		sweeping may be done
2	Collection of waste from various Collection points, household waste collection & transportation to MCC/MRF/transfer station	6:00 AM to 2:00 PM or 10:00PM to 6:00 AM Commercial collection in the evening

- Above time schedule may be rearranged with approval of SMC to meet the local requirement/ custom/ tradition and compliance of law / court order/ Government instructions.

2.16.PENAL PROVISION

SL No.	Deviation/default in Work	Timeline/ Tolerance level	Penal Provision
a)	Silt deposition more than 150 mm thickness in drain or nonclearance of vegetation inside the drain	No Tolerance	Rs. 5000/-per deviation Per Location for 50mtrs at a stretch
b)	Delay in lifting and transportation of de-silted material beyond 24 hrs	36 Hrs	Rs. 5000/-per day per route
c)	Sand deposition / siltation on public road	No Tolerance	Rs. 2000/-per day Per location/ ward
d)	Not wearing PPE like gloves, boots, mask, eyewear, reflective jacket during de-siltation of drains and reflective jacket & mask during sweeping	No Tolerance	Rs. 500/- per person per day
e)	Absence/Negligence/delay in Sweeping or failure to achieve the Target of Street Level Sweeping as per SWM guideline	12 Hrs	Rs. 5000/-per location per day
f)	No twice a day sweeping/night sweeping at market/commercial areas	No Tolerance	Rs.2000/-per day per location/ ward
g)	Delay/negligence in bush uprooting/cutting/de-weeding or uprooted material not lifted and transported	24 Hrs delay	Rs. 2000/-per location per day
h)	Delay in lifting of garbage from the GVP /street and transportation by 09.00 am	No Tolerance	Rs. 10,000/-per location per day
i)	Putting collected waste inside the compactor metal bins instead of transporting the waste by the manpower/vehicles of service providers	No Tolerance	Rs.2000/- Per incident per day
j)	Non cleaning of platforms of compactor metal bins	No Tolerance	Rs. 500/- per metal bin per day
k)	Dumping garbage at places other than or outside the designated site or not at the site identified by the Authority	Per incident	Rs.10,000/- per day
l)	Non functioning or non installation of GPS in vehicle engaged for sanitation work	No Tolerance	Rs.1000/-per day Per vehicle
m)	Delay/ negligence in lifting/Non-lifting of carcass	6 Hrs	Rs.4000/-per carcass
n)	Delay/negligence in door to door waste collection of segregated waste from narrow/inaccessible lanes	No Tolerance	Rs.2000/- per day/lane or

			street
o)	Trailer of any garbage transportation vehicle found not covered with tarpaulin cover while transporting of garbage	No Tolerance	Rs. 1000/- per day per vehicle
p)	Delay in grievance redressal	For garbage and GVP clearance	Rs. 2000/- per incident
q)		For Drain cleaning	Rs. 2000/- per incident
r)	Indiscipline, Inappropriate and Misbehaviour to citizens/SMC officials or demand money to citizen by the manpower engaged for sanitation services	No Tolerance	Rs.10,000/- Per incident
s)	No immediate action by the service provider at the time of emergency like flood, water logging, epidemic or as and when instructed by the Authority.	No Tolerance	Rs.15000/- per day Per incident
t)	No response of representative of the service provider to SMC officials	08 Hrs	Rs.5000/- per day Per incident
u)	Prohibition of open burning of Municipal Solid Waste by the Service provider	No Tolerance	in case of simple burning Rs.5000/- each incident
v)	Transportation of Hazardous waste/e-waste with the general waste (without segregation)	No Tolerance	Rs. 5000/- per day (Per incident)
w)	Failure of Door to door collection	No Tolerance	Rs.3000/- per vehicle per day.
x)	Non application of bleaching at the GVP point /bin point	All days	Rs.1000/- per GVP point/per day

N.B.:-

Penalty shall be decided based on the reports / documents /photos /GPS system, spot inspection or any other evidence of discrepancies found or validated by the field functionaries and officials of this office and grievance received from the citizens from the concerned zone.

The rate of the penalty provision will be increased 10% per year which will rounded up to next multiple of 100.

The penalty imposed on basis of above point shall over-ride the self-reporting by the Operator, notwithstanding the fact that the self-assessment may have been accepted by the authority. Certain Tolerance level /timeline for default(s) are prescribed in the table (penal provision). If the performance of the Operator falls below the tolerance level, the penalties are applicable on all defaults.

The list of number of penalty with amount will be communicated to the service provider. The penalty shall be realized by this office by deducting the penal amount from the bill of the same month raised by the service provider. Authority has the right to impose penalty (beyond the above provision) as and when finds any gross negligence in duty by the service provider.

Chapter-3

CONDITIONS OF CONTRACT

3.1. Law Governing the Contract and the Jurisdiction of the Contract:

The contract, its meaning and interpretation and the relation between the parties shall be governed by the applicable law and it shall be subjected to the jurisdiction of the courts of Sambalpur

3.2. Headings:

The headings shall not limit, alter or affect the meaning of this contract.

3.3. Effectiveness of Contract:

This contract shall come into force and effect on the date of execution of Contract i.e., signing of agreement and the date of commencement of operation shall be referred as **Effective Date**.

3.4. Commencement of Services:

The agency shall begin carrying out the services, on a specified date after a notice from SMC within 60 days of signing of contract. The employer shall hand over the service area (zone under reference) or part of it, as and when the agency demonstrates its preparedness to deliver the service, but no later than the stipulated 60 days for the entire zone.

3.5. Service responsiveness

Subsequent to signing of the contract the operator in consultation with the employer shall prepare and agree upon the following documents

1. Service delivery time schedule in detail (area wise and component wise)
2. Resource deployment schedule
3. Complaint redressal procedure, response time, escalations and compliance reporting (category wise)
4. Monitoring mechanism including contact points, communication, instructions, response time and reporting
5. Performance evaluation mechanism and reporting template.

3.6. Service Period

The operator shall be appointed for Street Sweeping, Drain De-silting, Bush Uprooting, De-weeding, Conservancy Cleaning, Door to door waste collection and transportation & Municipal waste collection and transportation of Sambalpur Municipal Corporation, for period of 01(**one**) **years** from the effective date. The service shall be provided for all the seven days of a week. Further extension will be provided as per satisfactory performance and mutual consent of both the parties.

3.7. Service Area

The service area shall be the geographical boundary of the zone consisting of current wards listed at **Annexure 1**. The geographical boundary of the service area shall not change even if the ward boundary changes in future for whatsoever reason. Reorientation or redefine of the service area can only be done by mutual agreement of both parties of contract.

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

3.8. Service Standard

The services shall be provided by the operator, as per the recommendation of MSW Rules-2016 and provisions of the agreement

3.9. Modification:

Modification of the terms and conditions of this Contract including any modification of the scope of the services may only be made by written agreement between the parties.

3.10. Accessibility to Employer

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

3.11. Client Coordination

The employer shall appoint a nodal officer to oversee the assignment, certify bills, co-ordinate with the operator and to address issues associated with the service assignment.

3.12. Contact Management Meeting

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

3.13. Mobilisation Advance

The operator is eligible to get mobilization advance on signing the agreement, up to 10% of the agreement value on submission of equivalent amount of Bank Guarantee. The BG shall be valid for a period of 15 months. The advance shall be recovered from the monthly bills in 12 equal instalments. The BG shall be issue by any nationalised bank situated in Sambalpur. If the BG is issued by any branch out side Sambalpur, then the same is to be counter guaranteed by the local branch failing which the BG will not be accepted.

3.14. Sufficiency of Deployment

- a. The agency shall ensure adequate deployment of equipment, vehicle, bins, accessories, tools & tackles, manpower, monitoring system and grievance redressal mechanism for proper, timely and efficient delivery of service. The agency should ensure quality and timely deployment of resource.
- b. The entire deployment plan shall have to be presented, discussed and agreed upon by the employer. This process in no case freezes the deployment, quantitatively or qualitatively. Additional reinforcement in deployment should be taken up if required for successful delivery of service.
- c. Modification to the deployment plan can be taken up in consultation with and approval of employer, as per field requirement to enhance the service efficiency.

3.15. Equipment deemed to be leased to employer

- a. As part of contract price, all the equipment's, vehicles, bins, accessories, tools & tackles and other infrastructure deployed for delivery of the service shall be deemed to be leased to employer during continuance of the contract. However, the agency shall not have any claim whatsoever for underutilization or idling of the hardware/infrastructure referred above.
- b. SWM being an everyday affair and having direct link with citizen health can be treated as an essential service and the relevant provisions of the applicable law can be invoked by the employer at any point of time during currency or termination of the contract, in the greater public interest. No items mentioned above can be shifted out of the municipal limits without prior written permission of the employer.
- c. Upon termination of the contract, the equipment, accessories and other infrastructure can only be shifted after taking due permission from the employer.

3.16. Employer's Support

SMC shall extend all its possible support specified hereunder for ensuring successful service delivery

1. Provide all information available with employer pertaining to the assignment
2. Official support for coordination/communication with other line departments and service providers
3. Provide space within SMC premises for setting up a control room during the currency of the contract

3.17 Subletting

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

3.18. Deficiency in Service

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

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

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

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

3.19. Penalty

Upon occurrence of a material breach of terms and conditions stipulated in the agreement, employer shall, without prejudice to and notwithstanding any other consequences, be entitled to levy a penalty and shall have the powers to terminate the contract

In case the agency under achieves the targets specified in the performance criteria detailed, the employer shall impose penalty as specified in the performance criteria table, to be recovered from each monthly bill.

The employer or his authorized representative shall record service shortfalls on a daily basis and communicate the same to the agency. The consolidated monthly achievement computed and reported by the nodal officer shall be taken into consideration for evaluating the performance.

Penalty can be waived in part or full under situation of adverse conditions causing hindrance for service delivery, to be properly justified by the service provider to the best satisfaction of the employer. In such an event the nodal officer shall place his report to the Municipal Commissioner for his decision. The quantum of waiver shall be at the sole discretion of the Municipal commissioner.

In case of disagreement by the agency on the penalty quantum, he will be provided an opportunity to place his representation with the Municipal Commissioner, SMC, whose decision shall be final and binding on the agency.

3.20. Termination of Contract

3.20.1. By the employer:

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

- a) If the employer imposed penalty equivalent to 10% of the monthly bill for a consecutive period of 3 months.
- b) If the agency fails to achieve any item of performance criteria for a continuous period of 6 months.
- c) If the agency violates any provisions of the contract solid waste management Rule-2016, PEMS Act-2013, provision of any other relevant act and rules and the govt. instructions and guideline related to solid waste management.
- d) If the agency fails to remedy a failure in the performance of their obligations within the time specified by the client or within such further period as the client may have subsequently approved in writing, for at least three times during a year, and a show cause notice has been issued to him to this effect.
- e) If the agency becomes insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- f) If the agency submits to the employer a false statement which has a material effect on the rights, obligations or interests of the employer and which the operator knowingly raised.
- g) If, as a result of Force Majeure, the agency is unable to perform a material portion of the services for a period of not less than sixty (60) days or;
- h) If the employer, in its sole discretion and for any reason whatsoever, decided to terminate this contract.

3.20.2 By the agency:

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

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

3.21 Amendment of Bid Documents:

3.21.1 At any time prior to the date line for submission of bids, the employer may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective bidders, modify the bid documents by issuing an Addendum. Such addenda will be binding upon all bidders.

3.22 Forfeiture of Performance Security

- a. The performance security may be forfeited, if the bidder does not start operations as per provisions of ToR within stipulated 30 days from the effective date or any such date allowed by the employer.

- b. If during the term of this contract, the agency is in default of the due and faithful performance of his obligations under this contract, the employer shall, without prejudice to its other rights and remedies herein or as per the Applicable Law, be entitled to call in, retain and appropriate the performance Security.
- c. If termination of agreement due to the employer imposed penalty equivalent to 10% of the monthly bill for a consecutive period of 3 months.

3.23 Refund of Performance Security

The Performance Security will be returned to the agency within three months of completion of the Contract period. The Performance Security shall not bear any interest.

3.24 Site Clearance

The agency shall clear all the hardware & installations from the service area within 15 days of completion of contract period after which the employer has the option of disposing off the hardware or levy rental and/or impose penalty for unauthorized occupation of space by the operator or his installations

3.25 Contract Price

- a. The Contract Price shall cover all expenditure incurred for infrastructure set up, operation and maintenance for successful delivery of service as per provisions of the contract. This inter alia includes procurement and deployment of equipment, machines, vehicles, staffs, establishment, maintenance and repairs, spares and consumables, fuel & lubricants, setting up of office, control room, monitoring & tracking instruments, complain redressal, labour insurance, EPF, ESI and any other expenses required for efficient, effective and successful delivery of service. The Contract Price shall also include all duties, taxes(excluding service tax), cess, and royalties that may be levied in accordance to the laws and regulation in-force. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any Tax that may be levied on its operations or on profits made by him in respect of the Contract.
- b. Service tax shall be paid extra as applicable at the time billing. Proof of service tax deposit has to be produced by the agency` on a quarterly basis.
- c. The annual contract price shall remain firm irrespective of interim change in the input costs. The contract price change shall only be subject to annual escalation.

3.26. Escalation of Rate

The contract price shall be adjusted for increase or decrease of in rates of labour as per notification from govt. of Odisha. The rate shall be increased only of the manpower category mentioned in the clause RESOURCE DEPLOYMENT sub clause Minimum Manpower deployment.

3.27. Deductions

a. Taxes, duties & cess

All taxes, duties and cess required to be deducted at source as per applicable law at the time of payment shall be done by the employer EPF, EPS, ESI etc. as per law.

3.28. Proof of Tax payment

The agency shall provide documentary evidence of all tax, duties & cess returns filed with competent authority, as per the applicable return filing cycle, along with every monthly bill. Bidder has to further submit documents towards deposit of EPF, EPS, ESI etc. as per applicable law. In absence of these documents the employer has the right to withheld reasonable amount till submission of these documents.

3.29. Payment

Payment shall be made as per the agreement amount.

The agency shall submit monthly bill in duplicate, at the specified annual contracted rate, by 6th of next month, to the employer after which the employer shall scrutinize and certify the same for payment. The payment process shall include the following

- A. The Service Provider Agency shall make payment to the manpower/machineries engaged by them in Sambalpur Municipal Corporation by 6th day of the succeeding month of engagement and submit bill to Sambalpur Municipal Corporation for reimbursement. The payment to the Service providing agency shall be made through e-transaction only.

- B. The service provider shall also deposit EPF & ESI of both employer and employee share for minimum manpower engaged (as mentioned in NIT) from their account and submit the receipts of the same to the office of Sambalpur Municipal Corporation while producing bill for the same month. The bill submission to Sambalpur Municipal Corporation towards the service delivery by the service provider without EPF & ESI receipts will not be entertained by this office.
- C. The Service Provider shall be responsible for timely payment of manpower & machineries engaged by the Service provider.
- D. The Service Provider shall be responsible for timely deposit of EPF & ESI of his/her staff. The Sambalpur Municipal Corporation will not be responsible for the same.
- E. The statutory deduction of income tax, GST and others, if any, shall be deducted from the bill.
- F. The Authority reserves the right to withdraw or relax any of the term and conditions mentioned above to overcome the problem encountered at a later stage.
- G. The successful bidder shall provide Salary slip & EPF slip to every man power engaged for sanitation service.
- H. The successful bidder will enter into an agreement with the Sambalpur Municipal Corporation for composite sanitation services as per requirement on the above terms and conditions.
- I. All bills generated by the agency has to be signed by the agency /PoA holder.
- J. The Sanitary Inspector/Sanitation Expert/Swachha Sathis appointed in each ward shall provide the performance of the operator for billing purposes.
- K. All corrections in the bill consequent to scrutiny have to be initiated by the agency through its authorized person only.
- L. The nodal officer shall certify regarding correctness and authenticity certified in the bill.
- M. The concern sanitary inspector or any other authorized person shall enclose a list of deficiency in service and compute the penalty to be imposed including the cost of 3rd party/SMC service if any.
- N. Recovery of penalty imposed by the nodal officer based on the performance criteria.
- O. Any other recovery or withheld recommended by the nodal officer.
- P. TDS as applicable by statute
 - a. The net payment after all recovery, deduction and withheld amount, shall be transferred to the agency, through ECS to the bank account details provided by the agency, within 21 days of receipt of bill in proper format along with required documents.
 - b. In case there is delay in processing the bill due to any circumstances for any month during the contract period, then the employer shall release adhoc payment upto 70% of the bill amount.

3.30. Operation of the Contract:

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

3.31. Settlement of Disputes:

a. Amicable settlement:

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof. The dispute shall be referred to a committee for redressal consisting of agency's chief executive, Municipal Commissioner, SMC and a representative of H&UD department, Govt. of Odisha. The decision of the committee should be honoured by all parties in good faith.

b. Dispute Settlement:

Disputes which cannot be settled amicably, may be taken up by either party for settlement in accordance with the Applicable Law within jurisdiction of court of Sambalpur

c. Continuance of service during dispute settlement

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

3.32. Force Majeure Event

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

3.32.1 Any of the following events which is beyond the control of the party claiming to be overcome or prevent despite exercise of due care and diligence, and result in material adverse effect shall constitute Force Majeure Event:

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

3.32.2 Force Majeure shall not include:

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

3.33 Miscellaneous :

3.33.1 The Registered office/ Branch office of the bidder need to be located within the Jurisdiction area of Sambalpur Municipal Corporation. Valid address proof of the office in area of Sambalpur Municipal Corporation (copy of the telephone / Electricity bill or any other valid document) shall be uploaded with the bidding documents. **In case no such office of the bidder is established in area of Sambalpur Municipal Corporation then the bidder shall submit an undertaking in form of affidavit of opening a branch office in area of Sambalpur Municipal Corporation within 15 days of LOA.**

3.33.2 SMC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by SMC make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by SMC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of SMC there under.

3.33.3 Without prejudice ,SMC reserves the right to reject any Bid and appropriate the Bid Security if:

- a. at any time, a material misrepresentation is made or uncovered; or

- b. The Bidder does not provide, within the time specified by SMC the supplemental information sought by SMC for evaluation of the Bid.
- 3.33.4 The bidders are requested to make a field visit to the zone for which the bidders want to participate in the Tender Call Notice and to ascertain the length / width of roads and drains to be cleaned by the manpower/equipment& machineries delivering sanitation services as per the scope of work. Bidders are encouraged to submit their respective Bids after visiting the Project sites and ascertaining for themselves the sites' conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to sites, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
- 3.33.5 The Bidding Documents, including this RFP and all attached or other documents are and shall remain the property of Sambalpur Municipal Corporation and bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.
- 3.33.6 The Bidders shall be responsible for all of the costs associated with the preparation of their Bid and their participation in the Bidding Process. Sambalpur Municipal Corporation will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 3.33.7 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising Sambalpur Municipal Corporation in relation to or matters arising out of, or concerning the Bidding Process. Sambalpur Municipal Corporation will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. Sambalpur Municipal Corporation may not divulge any such information unless it is mandatory as per the provision of law or directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or Sambalpur Municipal Corporation.
- 3.33.8 An agreement (the "Agreement") to be entered into between the Service Provider and the Authority in the format provided by the Authority. The Agreement sets forth the detailed terms and conditions for grant of the rights to the Service Provider, including the scope of the Service Provider's services and obligations (the "Rights").
- 3.33.9 The Service Providing Agency shall maintain complaint register ward-wise as per the format to be provided by the Authority for documentation of grievances related to sanitation services within the assigned zone and complaints should be resolved by the service provider at the earliest with documentation of compliance as per the satisfaction of the Authority, failing which the agency will be penalized. The register shall be verified by the ward officer on every week.
- 3.33.10 The service providing shall install signage board/ wall painting in the prominent places of the concern ward by mentioning **"Any sanitation related grievance of ward No._____ like sweeping, door to door waste collection, municipal waste collection please feel free to call on toll free no._____". This should be at least 10 for each ward. The service provider shall also submit the GPS location photo of the signage board/ wall painting with 1st bill.**
- 3.33.11 The validity of the tender is meant for carrying out the work during the mentioned period of contract only. However, in case of failure to abide by the instructions of the authority for due fulfilment of conditions in the agreement and for non-performance of work during the contract period, i.e., not up to the satisfaction of the Authority, the agreement will be rescinded without any compensation.
- 3.33.12 Quoting abnormal workable rate or abnormal higher rate will be liable for rejection of the Tender document by the Tender accepting authority.
- 3.33.13 The executing agency shall sign an agreement at the time of awarding sanitation work to keep the city clean as per Solid Waste Management Rule-2016, CPHEEO Manual and the Govt. guidelines from time to time which will be evaluated in each month by the Authority, failing which penalty shall be imposed on the Service provider as decided by the Authority.

- 3.33.14 The Authority may also go for termination of the contract with the Service provider in case there are multiple violations of contract, Solid Waste Management Rule-2016, the Govt. guidelines from time to time by the Service provider. The termination of contract shall be made by giving one month prior notice.
- 3.33.15 The conditional and incomplete Tenders are liable for rejection.
- 3.33.16 The Authority reserves the right to increase or decrease the number of wards in a zone as per the convenience of this office with mutual consent between both Sambalpur Municipal Corporation and Service providing agency; accordingly the payment structure will be finalized.
- 3.33.17 Manpower deployed by the Service Provider shall perform their duties at their respective zones with due diligence and take all precautions to avoid any loss or damage to the Government property / person.
- 3.33.18 The Service Provider shall not entrust the work to any other party.
- 3.33.19 Letter of authorization for representing the registered firm/ registered company/NGOs and entrepreneur to sign the tender document should be enclosed along with the tender document.
- 3.33.20 Tender document containing overwriting, additions, alternation, erasures obliteration and other discrepancies shall not be considered.
- 3.33.21 The bidder shall sign every page of the tender documents and submit all of them.
- 3.33.22 The undersigned will not be held responsible in case of market price variation. The final acceptance rate will remain unchanged at any stage.
- 3.33.23 The Service provider must ensure the health and safety measures of the employees. The Sambalpur Municipal Corporation will also have the right to conduct health check up of the manpower from time to time. The Service provider shall educate and impart capacity building training to the manpower engaged regarding safety/precautionary measures to occupational hazards. The service provider has to do required insurance for the manpower & assets to be engaged. In case any occupational hazard happens at work place, the service provider has to deal with promptly and shall not claim any compensation in this regard from the Authority.
- 3.33.24 The 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 may be called without the prior written consent of the Authority. In case that happens, the Authority reserves the right to terminate the contract.
- 3.33.25 The Service Provider will be bound by the details furnished by him to the Authority while submitting the tender or at subsequent stage. In case of any such documents furnished by the agency is found to be false at any stage it will be deemed to be a breach of terms of Agreement making it liable for legal action against service provider apart from termination of the Agreement forthwith.
- 3.33.26 The Service provider should have to give service throughout the year irrespective of the holidays. Accordingly the manpower to be engaged will be on roster basis. In case sanitation service not delivered on any days by the service provider due to **any reason**, there shall be **proportionate deduction along with penalty** from the bill amount of the same month.
- 3.33.27 The Sambalpur Municipal Corporation shall not be responsible for any financial loss or any injury caused to any persons/machineries deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the contract or after expiry of the Agreement.
- During any emergency, the sweeping activity is to be done as per instruction of field functionaries and the service provider has to deploy the manpower accordingly without any additional incentive to the agency.
- 3.33.28 Sambalpur Municipal Corporation does have different modules of receiving grievances from public. In case any grievances related to sanitation received by this office shall immediately be forwarded to the representative of the service provider. The service provider shall have responsibility to resolve such grievances at the earliest with utmost

priority and comply to this office immediately. No negligence towards resolving public grievances related to sanitation shall be accepted by the authority. The service provider will be penalized for delay in grievance redressal. The service provider has to make provisioning of grievance redressal rapid response team to resolve the grievances within the time limit in coordination with SMC.

- 3.33.29 The service provider shall provide sanitation services up to citizen satisfaction. Citizen feedback registers to be provided to the manpower deployed by the service provider at every ward within the assigned zone. The format of the register shall be prescribed by Sambalpur Municipal Corporation. The citizen feedback registers shall be submitted to Sambalpur Municipal Corporation Sanitation Cell on last day of every month for verification whether the sanitation services provided by the service provider is up to the level of satisfaction of citizens of concerned area or not. The service provider shall document at least 50 numbers of citizen feedback per ward/per day.
- 3.33.30 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 corporation, agency and the concerned offices. The service provider shall be responsible for any act of indiscipline on the part of the persons deployed; failing which penalty shall be imposed on service provider by the Authority.
- 3.33.31 The service provider shall also collect segregated waste from doorsteps in narrow lanes / streets where the BoVs/LCVs are not accessible to enter into. This collection will be carried out by the service provider through engaging its own manpower and it will be done by trolley / Garbage rickshaws, which will be provided by this office but maintained by the agency. Such types of narrow streets which are inaccessible for BoVs/LCVs shall be identified by this office and will be communicated to the service providing agency for segregated waste collection from door step in their assigned wards. The segregated waste will be transported to the nearby wealth centers or as per the instructions of Sambalpur Municipal Corporation from time to time.
- 3.33.32 The service provider shall ensure that the Project meets stipulated pollution norms and guidelines and that the MSW is handled and managed in compliance with the Solid Waste Management, Rules 2016 or its subsequent amendments and the guidelines of the manual on solid waste management published by CPHEEO, MoHUA, and BIS and other applicable laws and bylaws within its territorial area. The Project shall not, however, cover the biomedical and industrial waste.
- 3.33.33 The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Bidding Documents shall be binding on Sambalpur Municipal Corporation nor confer any right to the Bidders, and Sambalpur Municipal Corporation shall have no liability whatsoever in relation to or arising out of any or all contents of the Bidding Documents.
- 3.33.34 Action Plan of work for every month to be submitted by the Service provider by 27th of the preceding month. Any change in the action plan need to be intimated to the Authority of Sambalpur Municipal Corporation before 15 days.
- 3.33.35 The Authority can add more terms and conditions in order to meet the statutory provisions & govt. Guidelines, if found suitable subsequently in the agreement and the selected bidder can't make any objection.
- 3.33.36 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising SMC in relation to or matters arising out of, or concerning the Bidding Process. SMC will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. SMC may not divulge any such information unless it is obligatory under the provisions of law such as RTI Act, OMC act etc. It is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or SMC.
- 3.33.37 SMC shall be entitled to black list / suspend any bidder or contractor from the future tenders of SMC under the following conditions:

- a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as per provision of law or violets any provisions of this RFP;
- b. If a Bidder modifies or substitutes (without the prior written approval of SMC) or withdraws its Bid during the period of Bid validity as specified in this RFP without following the prescribed procedure;
- c. In the case of a Successful Bidder, if within the specified time limit:
 - i. it fails or refuses to sign the Contract Agreement; or
 - ii. the Operator fails to provide the Performance Security in accordance with the Bidding Documents.

3.34

ENGAGEMENT OF LABOUR

- 3.34.1 The bidder shall not employ for the purpose of this contract any person who is below the age of eighteen (18) years and & above the age of 62 years or the age prescribed by the govt. time to time. The agency shall pay to each labour or the work done by such labour, wages not less than the wages paid for, similar work in the neighbourhood or fixed by the Government from time to time.
- 3.34.2 The service provider shall submit the list of core sanitation workers who will be engaged for surface drain cleaning purpose. Their safety and security shall be taken care as per the provision under the PEMSAR Act- 2013.
- 3.34.3 The Municipal Commissioner, Sambalpur Municipal Corporation shall have the right to enquire and to verify any complaint alleging that the wages paid by the bidder to any labor for the work done by such laborer is less than the wages paid for similar work to the neighborhood or fixed by the Government from time to time.
- 3.34.4 In case of any complaint by the laborer engaged by the bidder for the said work about non-payment or less payment of wages as per the latest prevailing minimum wages Act., the Municipal Commissioner, Sambalpur Municipal Corporation will have the right to investigate and if the bidder is found to be default, he may recover such amount from the bidder and pay such amount to the laborers directly under information to the local Labor officer of the Govt. The decision of the Authority is final and binding on the bidders and as much staffs as required for supervision of the sanitation work and day to day co-ordination with SMC.
- 3.34.5 The bidders shall engage one representative under him for the concerned zone during the period of execution of the work at his own cost. No separate payment shall be paid by Sambalpur Municipal Corporation on account of this. The representative of the service provider shall respond to SMC officials like SwachhaSathi, Swachha Supervisor, Ward Officer, Sector Officer, Sanitation Expert, Health Officer, Nodal Officer (sanitation), Deputy Commissioner, Addl. Commissioner or any other supervisory authority, failing which penalty shall be imposed by the Authority.
- 3.34.6 The bidder has to arrange accommodation, water supply and sanitary arrangement at his own cost for his workers engaged whenever necessary and also has to arrange for adequate lighting arrangements for night works whenever necessary at his own cost.
- 3.34.7 The selected bidder must abide by the Act & Rules of Labour Laws applicable from time to time in engagement for execution of Sanitation Work. The selected bidder must also abide by the Prohibition of Employment as Manual Scavengers and their Rehabilitation Act, 2013.
- 3.34.8 No user charges / money shall be collected from public by the service provider or their manpower engaged towards performing of sanitation activities. If any complaint established in this regard, the service provider shall be penalized by the Authority.

The Service Provider must comply with all the statutory provisions including payment of minimum wages, employee provident fund (EPF) and employee state insurance premium (ESI) etc. for all the contract staff deployed for providing the services. Any non compliance of any statutory requirement will lead to the termination of the contract.

3.35. JURISDICTION OF COURT

- 3.35.1. In the event of any dispute covering or arising out of the clause /clauses of the agreement, the same shall be resolved through negotiation between both the parties. Alternatively, the dispute may be referred to the next higher authority for adjudication whose decision shall be binding on both parties.

3.35.2. In case either party is aggrieved on the decision of next higher authority, the jurisdiction of the Court shall be at Sambalpur, Odisha. Neither party shall be competent to bring any case /suit in regard to the matters covered by this agreement before any Court of Law outside Sambalpur.

3.36. MISCELLANEOUS

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts of Sambalpur, Odisha shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Documents and/or the Bidding Process.

SMC in its sole discretion and without incurring any obligation or liability or assigning any reason, reserves the right, at any time, to:

- 3.36.1. suspend, withdraw and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- 3.36.2. Consult with any Bidder in order to receive clarification or further information;
- 3.36.3. retain any information and/or evidence submitted to SMC by, on behalf of, and/or in relation to any Bidder;
- 3.36.4. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder;
- 3.36.5. amend, modify or reissue the Bidding Documents or any part thereof;
- 3.36.6. and/or accept or reject any or all of the Bids.
- 3.36.7. It shall be deemed that by submitting the Bid, the Bidder agrees and releases SMC its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 3.36.8. Any environmental and social impact assessment to be performed by the Bidders shall be done in accordance with both:
- 3.36.9. applicable social and environmental laws (meaning all applicable statutes, laws, ordinances, rules and regulations of India, including without limitation, all authorization setting standards concerning environmental, social, labour, health and safety or security risks);
- 3.36.10. The design of mitigation measures following the environmental and social impact assessment shall be carried out in compliance with applicable social and environment laws.
- 3.36.11. The Successful Bidder shall agree to operate the Project with a documented environmental, health and safety, and social management system.

Documents to be submitted in the following manner

COVER-C

COVER-A			
Sl. No.	Documents list	Submitted YES/NO	Page.no.
1	Cover letter- <u>APPENDIX-A</u>		
2	Bidder information- <u>APPENDIX-B</u>		
3	Self-attested copy of tender document		
4	Tender paper cost of Rs.10000/-		
5	EMD of Rs.6,99,234/-		
6	Copy of PAN and GST registration		
7	Labour license copy		
8	EPF registration copy		
9	ESIC registration copy		
10	Audited profit loss and balance sheet		
11	Income tax return of last three years		
12	Work experience along with supporting documents. <u>APPENDIX-C</u>		
13	Bidder turn over certified by CA <u>APPENDIX-D</u>		
14	Brief write up of the relevant business activities under taken so far and an overview of the expertise/potential available with the Agency. <u>APPENDIX-E</u>		
15	Local address proof or undertaking for opening of branch office as per <u>APPENDIX-F</u>		
16	Undertaking for non-blacklisted as per <u>APPENDIX-G</u>		
17	Certificate of no relationship as per <u>APPENDIX-H</u>		
18	Information regarding current litigation debarring expelling of quotation or abandonment of work by the bidder <u>APPENDIX-I</u>		
19	Bidder legal status as per <u>APPENDIX-J</u>		
20	Declaration of no conflict of interest <u>APPENDIX-K</u>		
21	Implementation plan write up (in not more than 10 pages) <ul style="list-style-type: none"> a. Deployment plan (equipment, vehicles, accessories, tools & manpower) b. Collection & transportation plan (timing, handling, storage, safety etc)Process management, monitoring and tracking plan c. Project financial plan d. Process management and tracking plan e. List of equipment, vehicles, accessories, tools & tackles to be deployed 		

- The above format should be the first page of the Cover-A
- All the documents submitted by the bidder should be as per above manner.
- Tearing or overwriting of any document found in cover A should be rejected

APPENDIX-A

TECHNICAL PROPOSAL – STANDARD FORMS

(To be submitted on letter head of the bidder duly signed by authorized signatory)

Date.

To
The Commissioner,
Sambalpur Municipal Corporation
Durgapali, Sambalpur

Sub: Selection of Agency for Street Sweeping, Drain De-silting, Bush Uprooting, De-weeding, Conservancy Cleaning, Door to door waste collection and transportation & Municipal waste collection and transportation for Sambalpur Municipal Corporation, Sambalpur.

Dear Sir/madam,

With reference to your Invitation for Bid no. _____ dated _____, I/we, having examined the bid document and understood its contents, hereby submit our bid for the aforesaid Project for zone no. _____.

- 1 The Bid is unconditional and unqualified
- 2 All information provided in the Bid Document and Schedules is true and correct and all documents accompanying Bid Document are true copies of their respective originals.
- 3 I/we shall make available to SMC any additional information it may find necessary or require to supplement or authenticate the Bid Document.
- 4 I/we acknowledge the right of SMC to reject our Bid Document without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5 I/we declare that:
 - a. I/we have examined and have no reservations to the conditions and terms laid down in the Bid Document, including any Addendum issued by SMC.
 - b. I/we do not have any conflict of interest in accordance with provisions of the Bid Document;
 - c. I/we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 6 I/we understand that you may cancel the Bid Process at any time and that you are not bound to accept the bid that you may receive without incurring any liability to the bidder, in accordance with provisions of the bid document.
- 7 I/we undertake that in case due to any change in facts or circumstances during the selection process, we shall intimate SMC of the same immediately.
- 8 I/we hereby irrevocably waive any right, which we may have at any stage at law or howsoever otherwise arising to challenge, or question any decision taken by SMC in connection with Bid Process, in respect of the above-mentioned Assignment and the terms and implementation thereof.
- 9 I/we have studied all the document carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by SMC or in respect of any matter arising out of or concerning or relating to the Bid Process including the award of Assignment.
- 10 I/we agree to keep this offer valid for 180 days from the Bid Document Due Date specified in the ITB.
- 11 I/we agree and undertake to abide by all the terms and conditions of the Bid Document.

In witness thereof, I/we submit this Bid Document under and in accordance with the terms of the bid document.

Yours Faithfully,

Signature of Authorized Person and seal Name and Designation
Name of the Company

BIDDER'S PROFILE

1. Name of the Registered Agency/ Registered Firm/Contractors:
2. Year of Establishment: (Registration Number & Certificate to be enclosed)
3. Registered address of Office:
4. PAN & GST No.:
5. Telephone No. & Fax No:
6. E. Mail Address:
7. Brief description of background of the Registered Agency/ Registered Firm/ Contractors/for this assignment.
8. No. of years of proven experience of providing similar services.
9. Average Annual turnover of the Applicant (in INR) during the last five Financial Years and average of best 03 years. (Please attach copy of three Audited Financial Statements and annual Income Tax return Document of last three financial year)

Financial Year	Annual Turnover (INR)
2023-24	
2022-23	
2021-22	
2020-21	
2019-20	

Signature of Authorized Person and
seal Name and Designation
Name of the Company

APPENDIX-C**PROJECT EXPERIENCE**

**THE BIDDER TO SUBMIT THE SIMILAR PROJECT EXPERIENCE AS UNDER AND
ALSO GIVE DETAILS AS PER FORMAT GIVEN HERE**

SN	Name of party and Address (Smart City/Corporation/Municipality/NAC)	Project details	Population	Nos. of Manpower Category wise engaged (Core sanitation Worker/Sweeper)	Waste Handling Quantity	Period of service provided

Note: The self-attested photo copy of work order/Agreement/performance certificate should be attached

Signature of Authorized Person and seal

Annual turnover certificate

To
The Municipal Commissioner
Sambalpur Municipal Commissioner

Subject: Annual Turnover certificate

Average Annual turnover of (in INR) last three best financial years during the last five Financial Years. (copy of three Audited Financial Statements and annual Income Tax return Document of last three financial year are attached)

Financial Year	Annual Turnover (INR)
2023-24	
2022-23	
2021-22	
2020-21	
2019-20	

Place:

Date:

Seal

Signature of the Bidder
Name/Organization

APPENDIX-E

BRIEF WRITE-UP
IN BIDDER LETTER HEAD

To
The Municipal Commissioner
Sambalpur Municipal Commissioner

Subject: Brief write-up about my company/ Registered Agency/Firm/ contractor
(within 500 words)



Place:
Date:

Signature of the Bidder
Name/Organization

Seal

APPENDIX-F

UNDERTAKING FOR LOCAL ADDRESS IN BIDDER LETTER HEAD

I do hereby undertake that our organisation shall open and branch office within Sambalpur Municipal Corporation Jurisdiction within 15 days of receiving of LOA and submit the relevance document in this regard to SMC office.

Place:

Date:

Signature of the Bidder

Name of Organization:-

Seal



UNDERTAKING FOR NON-BLACKLISTED

(On the Stamp Paper of appropriate value in shape of affidavit from the Notary
regarding non-blacklisting)

I, hereby undertake that, our organization has not been blacklisted/debarred by any of the Central/ State Government Department/ Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the recent past.

Yours sincerely

Authorized Signature
(in full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address:

CERTIFICATE OF NO RELATIONSHIP CERTIFICATE

(On the Stamp Paper of appropriate value in shape of affidavit from the Notary)

I/We hereby certify that I/we am/are related/not related to any officer of the Sambalpur Municipal Corporation in the rank of Deputy Commissioner or above. I/we am/are aware that if facts to be proved false my/our contract will be rescinded with forfeiture of EMD I/We shall be liable to make good loss or damage resulting from such cancellation.

Full Name of the Applicant-

1. Address for correspondence

Phone No-

Alternative phone No-

2. Permanent Native address

Village-.....

Post...../ Dist.....

Pin code.....

Signature of the applicant



APPENDIX-I

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF
QUOTATIONED OR ABANDONMENT OF WORK BY THE QUOTATIONER**

Bidders letter head

1. Is the bidder currently involved in any litigation relating to the works
If yes: give details: Yes/ No
2. Has the bidder or any of its constituent partners been debarred!
Expelled by any agency in India during the last 10 years. Yes/ No
3. Has the bidder or any of its constituent partners failed to perform on any contract work in Sambalpur Municipal Corporation If yes, give details: Yes/ No

Note:

If any information in this Appendix is found to be incorrect or concealed qualification application will be summarily be rejected.

Signature of the applicant

UNDERTAKING

(On the Stamp Paper of appropriate value in shape of affidavit from the Notary)

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor/Director/ Persons to be deployed by our company.

I/we further certify that Proprietor/Director/Personnel/Manpower to be deployed by our company have not been convicted of any offence in any Court in India during the recent past. I understand that am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely

Authorized Signature
(in full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address:

Declaration for No Conflict of Interest

(On the Stamp Paper of appropriate value in shape of affidavit from the Notary)

We undertake that, in competing for (and, if the award is made to use, in executing) the project, we strictly observe the laws against fraud and corruption in force in India namely “prevention of corruption act, 1988” and its subsequent amendments thereof.

We hereby certify and confirm that in the presentation and submission of our bid, we have not acted in concert or in collusion with any other bidder or other person(s) and also not done any act, deed or thing which is or could be regard as anti competitive.

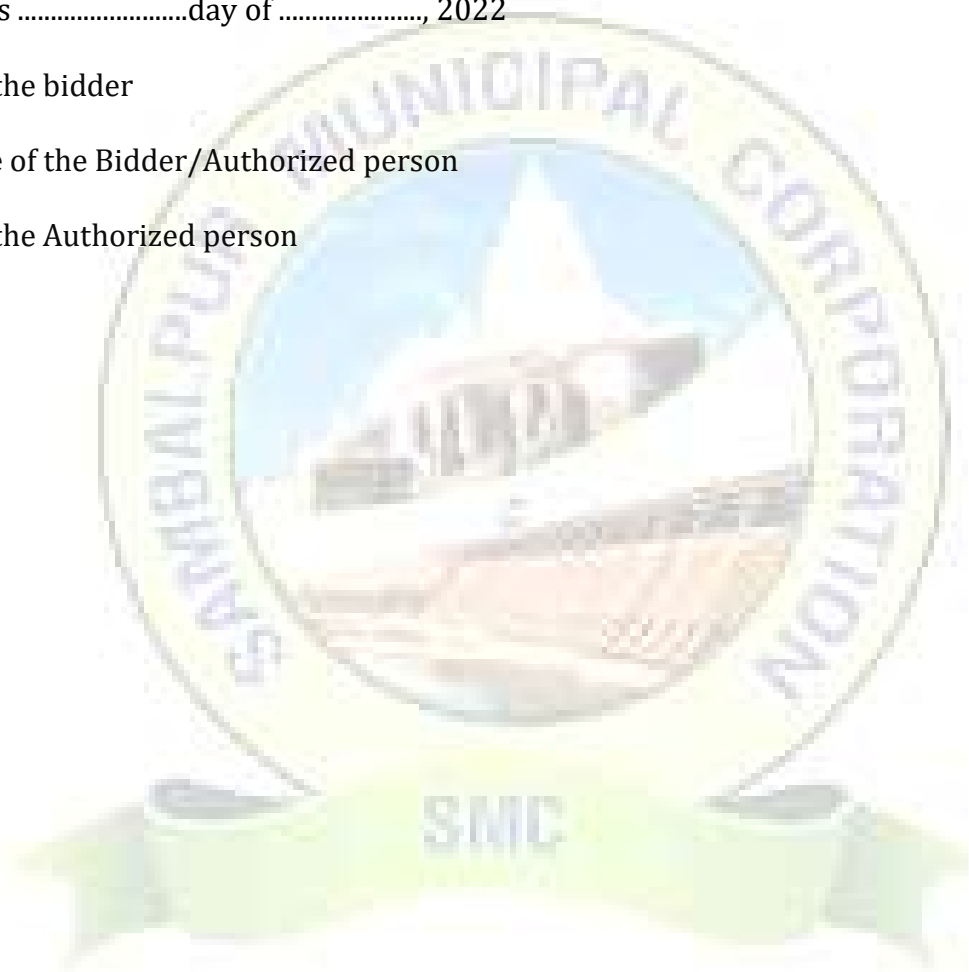
We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the bid.

Dated thisday of, 2022

Name of the bidder

Signature of the Bidder/Authorized person

Name of the Authorized person



FINANCIAL PROPOSAL

To

The Commissioner
Sambalpur Municipal Corporation
Sambalpur, Odisha.

Project:- Street Sweeping, Drain De-silting, Bush Uprooting, De-weeding, Conservancy Cleaning, Door to door waste collection and transportation & Municipal waste collection and transportation

Dear Sir,

We provide service towards Street Sweeping, Drain De-silting, Bush Uprooting, De-weeding, Conservancy Cleaning, Door to door waste collection and transportation & Municipal waste collection and transportation by considering tender document as mentioned below:-

Sl No	Description	Per month quoted rate by bidder
01	Street Sweeping, Drain De-silting, Bush Uprooting, De-weeding, Conservancy Cleaning, Door to door waste collection and transportation & Municipal waste collection and transportation	Rs. _____/ per month (in words) _____ _____

N.B:-

The financial bid amount should be within a **maximum bid value of Rs. _____/- (rupees _____ only) excluding GST and all taxes** per month.

We understand that you are not bound to accept the bid you are received.

Thanking you

Yours sincerely

Authorized Signature (in full and initials):

Name and title of signatory

Name of firm

Address

(THIS PROPOSAL-I IS ONLY FOR REFERENCE ONLY FINANCIAL BID SHALL BE PARTICIPATED THROUGH www.tenderodisha.gov.in ON BOQ BASED PARTICIPATION THROUGH ABOVE FORMAT SHALL NOT BE CONSIDERED)

ANNEXURES

Annexure 1-Ward wise ward list, Projected population-2024

Annexure 2-Ward wise details of roads & Drains length

Annexure3-List of MCC and MRF in SMC

Annexure-4- List of Commercial Area

Annexure-5- Slum List

Annexure-6- Process for participation through e-tender



Annexure 1:**LIST OF WARDS WITH ESTIMATED POPULATION AND NUMBER OF HOUSEHOLDS****Zone-6 (05 Nos. of Wards)**

Zone	Ward No	Project Population 2024	Projected HH
5	13	10986	2747
	14	8983	2246
	15	12571	3142
	18	11005	2751
	34	10476	2619
Total		96608	13505



Annexure2:**WARD WISE DETAILS OF ROADS IN 11 WARDS OF SMC****Zone-6 (5 Nos. of Wards)**

Zone	Ward No	Road Length in KM
5	13	24.89
	14	22.71
	15	19.68
	18	10.45
	34	21.72
Total		266.05

WARD WISE DETAILS OF DRAIN IN 11 WARDS OF SMC**Zone-6 (5 Nos. of Wards)**

Zone	Ward No	Drain Length in KM
5	13	12.19
	14	16.27
	15	16.48
	18	8.79
	34	7.72
Total		115.04

Annexure-3:

ZONE-WISE WEALTH CENTER ATTACHED

ZONE-6	
WARD NO	WEALTH CENTRE
13	Durgapali
14	
15	
18	
34	Khandual



ANNEXURE 4:**List of Commercial area**

ZONE-6		
SL NO.	LOCATION OF MARKET	WARD NO.
1.	Remed (P)	13
2.	Gopalpali	13
3.	Bareipali chowk area	13
4.	Khaetrajpur	13 & 15
5.	Central industrial area	13
6.	Water filtration plant, JMJ hospital area	13
7.	Khetrajpur p	14
8.	Remed	14
9.	Podar colony	14
10.	Khetrajpur daily market	14
11.	Jalan motors area	14
12.	Birajamandir area upto mungapada	14
13.	Mandlia area	15
14.	Chandan nagar	15
15.	Gurupada area	15
16.	Gurudwara area	15
17.	Durgapali	15
18.	Tanlapada	15
19.	Kanijuri	15
20.	Banglapada road	15
21.	College road laxmi dunguri	15
22.	Mungapada P	18
23.	Bareipali	18
24.	Stationpada	18
25.	Railway godown road	18
26.	Thakurpada	18
27.	Baharamunda	18
28.	Gurunanak School area	18
29.	Mahabir colony	18
30.	Charbhati	34
31.	Kuluthkani	34
32.	Sunapali P	34
33.	Motijharan P	34
34.	Bhutapada	34
35.	Jail area	34
36.	Odia primary school area	34

ANNEXURE 5:**SLUM LIST**

SL NO	NAME OF SLUM ZONE-6	WARD NO
1.	Bareipali-harijanpada	13
2.	Duanpali	13
3.	Dumerpada	13
4.	Gopalpali	13
5.	Gopalpali-tikarpada	13
6.	Makhnapada	13
7.	Milpada	13
8.	Nuapada	13
9.	Ranibagicha	13
10.	Tetelpda	13
11.	Kadammal	14
12.	Mungapada	14
13.	Nuabandhpada	14
14.	Pardesipada	14
15.	Pujharipada	14
16.	Remed Harijan pada	14
17.	Remed village	14
18.	Bagaharam Khadiapada	15
19.	Chandan nagar	15
20.	Durgapali (Talipada)	15
21.	Durgapali (Uperpada)	15
22.	Kanijuri	15
23.	Kusumpada	15
24.	Laxmidunguri	15
25.	Laporsy colony	15
26.	Mandalia- judipada	15
27.	Talbhatapada	15
28.	Banglapada	15
29.	Beheramunda & Ranibandh	18
30.	Stationpada	18
31.	Thakurpada	18
32.	Charbhati	34
33.	Bhutapada	34

PROCEDURE UNDER E-TENDERING

INSTRUCTIONS TO APPLICANTS

DEFINITIONS:

- a) Tender portal: The e-Procurement Portal of Government of Odisha introduced for the process of e-Tendering which can be accessed on <https://www.tendersodisha.gov.in>.
 - b) Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n- Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.
 - c) For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
- Words in capital and not defined in this document shall have the same meaning as in the Request for Proposal ("BID").

1. PARTICIPATION IN BID:

1.1 PORTAL REGISTRATION:

The Contractor/Bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate (DSC) to his/her unique Login ID. He / She has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC) / VAT Clearance Certificate (for procurement of goods) /GST Certificate of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ VAT Clearance/GST Certificate. Any change of information by the bidder is to be re authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

1.2 Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC issued in the name of the authorised signatory is used in the portal. For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

1.3 Any third party/company/person under a service contract for operation of e-Procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-Procurement system irrespective of who operates the system.

2. LOGGING TO THE PORTAL:

The Contractor/Bidder is required to type his/her Login ID and password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system

database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.

3. DOWNLOADING OF BID:

The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.

4. CLARIFICATION ON BID:

The bidder may ask question related to tender online in the e-procurement portal within the period of seeking clarification. The Officer inviting the bid /Procurement Officer-Publisher will clarify queries related to the tender.

5. PREPARATION & SUBMISSION OF BID

5.1 Detailed BID may be downloaded from Tender Portal for detail study and preparation of his bid and the Application may be submitted online following the instructions appearing on the screen.

5.2 The following shall be the form of various documents in the Application:

A. Only Electronic Form (to be uploaded on the Tender Portal)

(a) Power of Attorney for signing the Application

(b) If applicable, the Power of Attorney for Lead Member of JV;

(c) Copy of Memorandum of Understanding between JV partners, if applicable.

(d) Copy of Memorandum of Understanding with Associate, if applicable.

(e) Technical proposal as per format prescribed in the RFP.

(f) Bid Security of Rs.10,00,000/- (Rupees Ten Lakhs only) submitted in Online Mode.

(g) Price Bid as per BOQ.

(h) Other documents as per requirement of BID.

5.3 The Applicant shall upload scanned copies of the documents as specified in

5.2(A) above on the Tender Portal in designated locations of Technical Proposal and Price Bid(BOQ) before 17:00 hours Indian Standard Time on the Application due date i.e. on 31.03.2021 (date to be specified).

5.4 It may be noted that the scanned copies can be prepared in file format i.e. PDF and/or JPEG only. The Applicants can upload a single file of size of 5 MB only but can upload multiple files.

5.5 The bidder shall log on to the portal with his /her DSC and more to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.

5.6 Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid.

The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.

5.7 Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.

5.8 The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.

5.9 The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender

5.10 The bidder should check the system generated confirmation statement on the status of the submission.

5.11 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

5.12 The tender inviting officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

5.13 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Price Bid(BOQ) duly filled in.

5.14 The Bidder will not be able to submit his bid after expire of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.

6. SIGNING OF BID:

The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness /authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD/ Bid Security shall stand forfeited & his name shall be recommended for blocking of portal registration and the bidder is liable to be blacklisted.

7. SECURITY OF BID SUBMISSION:

7.1 All bid uploaded by the Bidder to the portal will be encrypted.

7.2 The encrypted Bid can only be decrypted / opened by the authorized openers on or after the due date and time.

8. RESUBMISSION AND WITHDRAWAL OF BIDS:

8.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.

8.2 Resubmission of bid shall require uploading of all documents including price bid a fresh.

8.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

8.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.

8.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

9 OPENING OF THE BID:

9.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.

9.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.

9.3 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.

9.4 In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid, the bids will be opened at the appointed time on the next working day.

9.5 Combined bid security for more than one work is not acceptable.

10. EVALUATION OF BIDS:

10.1 All the opened bids shall be downloaded and printed for taking up evaluation.

The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing--- nos of pages".

10.2 The bidder may be asked in writing/ online to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The officer inviting tender may ask for any other document of historical nature during Technical evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non submission of legible documents may render the bid non-responsive.

10.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.

10.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.

10.5 The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.

10.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.

10.7 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.

10.8 At the time of opening of “Price Bid (BOQ)”, bidders whose technical bids were found responsive and qualified will be opened.

10.9 The responsive bidders’ name, bid prices will be announced.

10.10 Procurement Officer-Openers shall sign on each page of the downloaded Price Bid (BOQ).

10.11 Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

10.12 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of Commissioner, SMC.

10.13 The L-1 bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal within 5 days of opening of price bid.

DISCLAIMER

The Applicant must read all the instructions in the BID and submit the same accordingly.

