

Tender Call Notice No. 12150 Date- 03.09.2026
Tender ID No- 2026_ORULB_140093

TENDER DOCUMENT

FOR

**STREET SWEEPING, DRAIN DE-SILTING, BUSH UPROOTING, DE-WEEDING,
CONSERVANCY CLEANING, DOOR-TO-DOOR WASTE COLLECTION &
TRANSPORTATION OF MUNICIPAL SOLID WASTE (BOTH HOUSEHOLD AND
COMMERCIAL), AND MUNICIPAL WASTE COLLECTION & TRANSPORTATION**

IN

**SAMBALPUR MUNICIPAL CORPORATION
(ZONE-01)**

**COVERING WARD NOS.
2, 3, 4, 5, 6, 8, 10, 11 & 12**



BID DOCUMENT

**Sambalpur Municipal Corporation
Sambalpur, Odisha**

INFORMATION TO BIDDER

Sl. No.	Particulars	Details
1	Name of the Work	Street Sweeping, Drain De-silting, Bush Uprooting, De-weeding, Conservancy Cleaning, Door-to-Door Waste Collection (Both Household and Commercial) with Transportation, and Municipal Waste Collection & Transportation in Sambalpur Municipal Corporation (Zone-01) covering Ward Nos. 2, 3, 4, 5, 6, 8, 10, 11 & 12
2	Earnest Money Deposit (EMD)	Rs. 8,34,951/- (Rupees Eight Lakh Thirty-Four Thousand Nine Hundred Fifty-One Only)
3	Agency Selection	Selection through Bidding Process
4	Period of Contract	The contract shall remain valid for an initial period of 03 (Three) years and may be extended for a further period of 02 (Two) years based on satisfactory performance of the selected agency, subject to approval of the competent authority.
5	Cost of Bid Document	Rs. 10,000/- (Rupees Ten Thousand only)
6	Period of Availability of Bid Document	From 03/09/2026 to 01/10/2026 up to 17:00 Hrs.
7	Bid Validity Period	180 (One Hundred Eighty) days from the last date of online bid submission.
8	Date & Time of Submission of Proposal for Pre-Bid Meeting	09/09/2026 up to 17:00 Hrs.
9	Date & Time of Pre-Bid Meeting	10/09/2026 at 03.00 PM
10	Place of Pre-Bid Meeting	Conference Hall, Sambalpur Municipal Corporation, Sambalpur
11	Last Date & Time of Online Bid Submission	01/10/2026 up to 17:00 Hrs.
13	Date & Time of Opening of Technical Bid	03/10/2026
14	Place of Opening of Bid Document	Conference Hall, Sambalpur Municipal Corporation, Sambalpur
15	Presentation	To be intimated later
16	Date & Time of Opening of Financial Bid	To be intimated later

COMMISSIONER
SAMBALPUR MUNICIPAL CORPORATION

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TECHNICAL BID
CHAPTER – 1
INSTRUCTIONS TO BIDDERS

A. GENERAL

1.1 Definitions

- (a) **“Employer”** means the **Sambalpur Municipal Corporation (SMC)**, having its office at Durgapali, Sambalpur, represented by the **Municipal Commissioner** or his/her authorized representative.
- (b) **“Bidder”** means any entity participating in the bidding process for providing the services to the Employer under the Contract. The terms **“Service Provider”**, **“Agency”**, **“Applicant”**, and **“Operator”**, used interchangeably in this Bid Document, shall mean the Bidder.
- (c) **“Contract”** means the agreement entered into between the Employer and the successful Bidder, together with all documents, annexures, schedules, terms, and conditions attached thereto and forming an integral part of the Bid Document.
- (d) **“Day”** means a calendar day unless otherwise specified.
- (e) **“Government”** means the **Government of Odisha**.
- (f) **“ITB”** means **Instructions to Bidders**, which forms a part of the Bid Document and provides all necessary information to the Bidders for preparation and submission of their proposals.
- (g) **“Personnel”** means professionals, supervisory staff, skilled, semi-skilled, unskilled personnel, and support staff provided by the Bidder and assigned for performance of the Services, either wholly or partially.
- (h) **“Service/Services”** means the work or services performed by the Bidder/Service Provider pursuant to the Contract. The terms **“Project”** and **“Service”** may be used interchangeably in this document, wherever applicable.
- (i) **“Service Area”** means the area covered under the respective Zone as specified in this Bid Document.
- (j) **“Terms of Reference (ToR)”** means the document included in **Chapter–2** of the Bid Document, which specifies the objectives, scope of work, activities, tasks to be performed, timelines, and deliverables of the assignment.
- (k) **“Authority”** means the **Commissioner, Sambalpur Municipal Corporation**, or any officer authorised by him/her for the purpose of this Contract.

1.2 Introduction

Sambalpur is one of the oldest cities in India, possessing a rich cultural and historical heritage. The **Sambalpur Municipal Corporation (SMC)** is also one of the oldest urban local bodies, providing various civic services to its citizens. Geographically, Sambalpur city is situated on the bank of the **River Mahanadi**. Owing to its unique geographical setting, the city faces multiple challenges relating to urban sanitation, drainage management, and solid waste handling.

As per the habitation pattern of Sambalpur, many densely populated areas of the city have developed over time without planned urban infrastructure in accordance with modern city planning principles. With the increase in population, most vacant lands have gradually transformed into residential settlements, creating challenges for the SMC in managing waterlogging, drainage, and solid waste disposal. Further, the city has a

complex drainage network and storm water channels that require regular cleaning of floating materials and periodic de-silting to ensure smooth flow of wastewater.

As per the **Census 2011**, Sambalpur had **77,848 households** with a population of **3,35,761**. Based on the **CPHEEO Manual (Incremental Increase Method)**, the projected population of Sambalpur in the year **2025** is estimated at **4,36,154**. Presently, the **Sambalpur Municipal Corporation comprises 41 wards**, out of which solid waste management activities in **04 wards are being managed directly by SMC**, while the remaining wards are being served through private operators.

For the purpose of decentralised solid waste management within the Sambalpur Municipal Corporation, bids are being invited exclusively for the following **03 (three) zones**:

- **Zone-1: Covering ward nos. 2, 3, 4, 5, 6, 8, 10, 11 & 12**
- **Zone-2: Covering ward nos. 16, 17, 19, 21, 22, 23, 24, 25, 26, 27, 31, 32 & 35**
- **Zone-3: Covering ward nos. 20, 28, 29, 33, 36, 37, 38, 39, 40 & 41**

The objective of this Bid Document is to invite bids from eligible agencies for the execution of comprehensive sanitation services in these assigned zones.

The scope of services includes street sweeping, cleaning and de-silting of surface drains, bush uprooting, de-weeding, conservancy cleaning, as well as the door-to-door collection and transportation of municipal waste.

Pursuant to the **Standard Operating Procedure (SOP)** issued by the **Housing & Urban Development (H&UD) Department, Government of Odisha**, vide Letter No. **13408 dated 30.07.2019** and Letter No. **19700 dated 18.12.2020**, the Sambalpur Municipal Corporation has undertaken initiatives for establishment of **Wealth Centres**, comprising **Micro Composting Centers (MCCs)** and **Material Recovery Facilities (MRFs)** for scientific processing of wet and dry waste respectively. The Corporation is endeavoring to adopt the principle of **“3R” (Reduce, Reuse and Recycle)**, wherein waste generated is treated as a potential resource for further processing at designated centres.

In order to strengthen decentralised waste management and community participation, the **H&UD Department** has encouraged involvement of **Women Self-Help Groups (WSHGs)**, **transgender groups**, and **rag pickers** in waste collection, segregation, and recycling activities. Accordingly, all **MCCs and MRFs** have been entrusted to Women Self-Help Groups for operation and management.

The **Micro Composting Centres (MCCs)** shall process biodegradable wet waste into compost using suitable bio-catalytic agents, whereas non-biodegradable and mixed dry waste shall be segregated and processed at the **Material Recovery Facilities (MRFs)**. The successful operationalisation of MCCs and MRFs remains a key objective of the SMC towards achieving a clean, healthy, hygienic, and waste-free municipal area. Under the present decentralised waste management system, efforts are being made to minimise dependency on landfill or dumping sites. The detailed list of **MCCs and MRFs** is enclosed at **Annexure–3**. All biodegradable and non-biodegradable wastes, except street sweeping waste and drain de-silting waste, shall be transported to these designated processing centres.

As per the directions of the **H&UD Department**, door-to-door waste collection shall be carried out through deployment of **Women SHGs, transgender groups, and rag picker groups** using **Light Commercial Vehicles (LCVs), Battery Operated Vehicles (BOVs), and pushcarts**. As per the **Municipal Solid Waste Management**

Plan, Municipal Corporations having a population between **1–5 lakh** and generating **25–150 TPD (Tonnes Per Day)** of waste shall undertake up to **75% of door-to-door collection through LCVs**. Based on the projected population for the year **2025**, the population of the **SMC area stands at 4,36,154**.

Further, as per the directions of the **National Green Tribunal (NGT)** and instructions of the **Government of Odisha**, waste management shall be guided by the principle of **“Waste to Resource”** through decentralized waste management systems involving **Wealth Centres, MCCs, and MRFs** with community participation. While segregated waste from **Bulk Waste Generators (BWGs), institutions, markets, and households** shall be transported to the designated Wealth Centres, waste generated from **street sweeping and drain desilting activities** shall be disposed of at the landfill site identified by the SMC at **Sikirdi**. Such waste, being potentially contaminated, shall not be mixed with recyclable or processable waste streams.

1.3 Location

The Services shall be performed within the jurisdictional area of the **Sambalpur Municipal Corporation (SMC)**.

1.4 Bid Description

The **Sambalpur Municipal Corporation (SMC)** intends to engage eligible agencies through an **open competitive bidding process**, in accordance with the procedure and conditions stipulated in this Bid Document.

1.5 Service Period

The Agency shall be appointed for an initial period of **03 (Three) years**, which may be further extended for a further period of **02 (Two) years**, subject to satisfactory performance. The price invited is on a firm basis, and only statutory variation is permitted.

The contract period shall commence from the date of commencement of work by the Agency, as specified in the Agreement.

1.6 Site Visit and Due Diligence by Bidder

1.6.1 The Bidder is encouraged to obtain, at its own responsibility and cost, full information regarding the assignment, local conditions, applicable laws, site conditions, and any other relevant factors that may affect the execution of the Services by visiting the **SMC area and project sites** prior to submission of the Bid.

1.6.2 The Bidder may interact with the concerned Municipal Authorities and the **Health & Sanitation Section** of the SMC during office hours on any working day prior to submission of the Bid for obtaining information relating to the Project. However, no verbal clarification or information provided during such interaction shall be treated as binding unless communicated in writing by the Authority.

1.7 Availability of Bid Document

The Bid Document may be downloaded from the websites of the **Sambalpur Municipal Corporation** and the **Odisha e-Procurement Portal**.

- www.smcsambalpur.nic.in
- <https://www.tendersodisha.gov.in>

1.8 Validity of the Bid

The Bid shall remain valid for a period of **180 (One Hundred Eighty) days** from the last date of submission of the Bid Documents.

1.9 Bid Data

Particulars	Details
Availability of Bid Document	The Bid Document may be downloaded from the websites of the Sambalpur Municipal Corporation and Odisha e-Procurement Portal: www.smcsambalpur.nic.in and https://www.tendersodisha.gov.in
Cost of Bid Document	Rs. 10,000/- (Rupees Ten Thousand only) shall be paid through online mode through the Odisha e-Procurement Portal.
Earnest Money Deposit (EMD)	Rs. 8,34,951/- (Rupees Eight Lakh Thirty-Four Thousand Nine Hundred Fifty-One Only) shall be paid through online mode through the Odisha e-Procurement Portal.
Indicative Estimate	Rs. 8,34,95,121/- (Rupees Eight Crore Thirty-Four Lakh Ninety-five thousand one Hundred Twenty-One Only)
Bid Validity Period	180 (One Hundred Eighty) days
Date & Time of Pre-Bid Meeting	10/09/2026 at 03.00 PM
Place of Pre-Bid Meeting	Conference Hall, Sambalpur Municipal Corporation, Sambalpur
Last Date & Time of Online Bid Submission	01/10/2026 up to 17.00 Hrs.
Last Date & Time of Submission of Hard Copy of Bid Document	03/10/2026 at 11.00 AM
Date & Time of Opening of Technical Bid	03/10/2026 at 11.00 AM
Date & Time of Opening of Financial Bid	Will be communicated to responsive and technically qualified bidders only.

1.10 Communications

1.10.1 All communications, including submission of the Bid Document, shall be addressed to:

Address for Communication:

The Commissioner

Sambalpur Municipal Corporation
Durgapali, Sambalpur – 768006, Odisha
Email: sambalpurm.hud@nic.in

1.10.2 All communications, including envelopes containing the Bid Documents, shall clearly bear the following superscription at the top in bold capital letters:

“BID DOCUMENT FOR STREET SWEEPING, DRAIN DE-SILTING, BUSH UPROOTING, DE-WEEDING, CONSERVANCY CLEANING, DOOR-TO-DOOR WASTE COLLECTION (HOUSEHOLD & COMMERCIAL) WITH TRANSPORTATION, AND MUNICIPAL WASTE COLLECTION & TRANSPORTATION IN SAMBALPUR MUNICIPAL CORPORATION (ZONE-01)”

1.11 Eligibility

The Bidder shall be eligible to participate in the bidding process subject to fulfilment of the following **Technical and Financial Eligibility Criteria**:

A. Technical Eligibility Criteria

(a) The Bidder may be a reputed single business entity/firm/trust/society or Government-owned entity, duly registered under the relevant statute and **in operation for at least 07 (seven) years** as on the date of submission of the Bid. For the purpose of this Bid, a business entity shall mean a company registered in India under the provisions of the Companies Act, 1956/2013, as applicable.

(b) The Bidder should have experience of successful execution of at least one of the following activities: manual street sweeping, cleaning of drains, bush uprooting, de-weeding, conservancy cleaning, collection and transportation of waste, or door-to-door collection and transportation of household and commercial waste, for a continuous period of more than 02 (two) years during the last 07 (seven) years, in any city or part thereof having a population of more than 1,00,000 (One Lakh) as per Census 2011. In addition, the Bidder must have successfully executed at least one such similar contract having a minimum executed Total Contract Value of not less than Rs. 3,00,00,000/- (Rupees Three Crores only) as a principal contractor.

For the purpose of this Bid Document, "similar contract" or "similar work" shall strictly mean contracts executed for **Municipal Solid Waste Management (MSWM) activities** (comprising street sweeping/ drain de-silting, conservancy cleaning / door-to-door collection, and/or collection and transportation of municipal solid waste) executed as a principal contractor directly for an Urban Local Body (ULB)

The Bidder shall submit Experience Certificates along with Work Orders in support of the experience for evaluation purposes.

(c) The Bidder should have experience in handling and transportation of at least **30 Tons Per Day (TPD)** of municipal solid waste **under a single contract within a single Urban Local Body (ULB)** for a minimum period of **02 (two) years during the last 07 (seven) years**.

(d) The Bidder shall possess valid **Labour Licence, EPF Registration, and ESI Registration**.

(e) The Bidder shall possess a valid **PAN and GST Registration Certificate**.

(f) The Bidder must demonstrate a peak manpower deployment of at least **100 personnel** in any single calendar month under a **single Municipal Solid Waste (MSW) management services contract**, achieved within the last 5 (five) Financial Years (up to FY 2025-26).

B. Financial Eligibility Criteria

(a) The Bidder should have an **average annual financial turnover** of at least **Rs. 4,00,00,000/- (Rupees Four Crore only)** during the last 03 (three) consecutive Financial Years (FY 2022-23, FY 2023-24, and FY 2024-25). The Bidder shall submit Audited Financial Statements along with a Certificate from the Chartered Accountant/Auditor in support of the turnover. The CA certificate must contain a valid Unique Document Identification Number (UDIN).

(b) The Bidder should not have incurred any loss during the last 02 (two) financial years and shall have a positive net worth **as on 31st March 2025**. A certificate issued by a Chartered Accountant **bearing a valid UDIN** in support of the same shall be submitted by the Bidder.

Note: The Eligibility Criteria and Technical Evaluation Criteria are independent. Meeting the minimum Eligibility Criteria specified under Clause 1.11 shall not automatically entitle a Bidder to technical qualification. The Evaluation Committee reserves the right to assess the quality of the technical proposal independently, subject to the terms and conditions stipulated in this Bid Document. Only those Bidders who

meet the minimum Eligibility Criteria and secure the mandatory qualifying marks in the technical evaluation matrix shall be declared Technically Qualified.

1.12 History of Litigation and Criminal Record

1.12.1 If the Bidder/member of the Bidder has been convicted of any criminal offence as on the date of submission of the Bid, the Bid shall be summarily rejected. The Bidder shall furnish a declaration in the form of an affidavit, in the prescribed format, regarding details of any pending criminal cases, if any.

1.12.2

In case it is detected at any stage that the affidavit furnished by the Bidder is false, fabricated, or misleading, the Employer shall have the right to take appropriate action, including rejection of the Bid, cancellation/termination of the Contract, forfeiture of security deposit, imposition of penalty, blacklisting, or any other action deemed fit.

However, before taking any such action, the Bidder/Service Provider shall be given a reasonable opportunity to offer explanation.

1.13 Conflict of Interest

The Bidder(s) shall not be eligible to participate in the bidding process in case of any conflict of interest. The Bidder shall submit a declaration regarding absence of conflict of interest in the prescribed format.

1.13.1 The Bidder shall submit a No Relation Certificate in the prescribed format.

1.14 Other Requirements

1.14.1 Even if the Bidder qualifies under the Technical and Financial Eligibility Criteria, the Bid shall be summarily rejected if the Bidder is found to have misled or made false representation by submitting false, fabricated, misleading, or incorrect statements/documents in support of eligibility and qualification requirements.

1.14.2 The Bid shall also be summarily rejected if the Bidder has been blacklisted/debarred/barred by any employer, Government Department, Urban Local Body (ULB), PSU, or any other authority in the past, or has a record of non-performance, abandonment of work, or termination of contract due to default.

1.14.3 In addition to the above, if at any stage during execution of the work it is found that the Service Provider has submitted false, forged, fabricated, or fake certificates/documents as part of the Bid, the Employer reserves the right to terminate the Contract and blacklist the Service Provider at the discretion of the Employer, without prejudice to any other action as deemed fit.

1.15 List of Documents to be Submitted Along with the Bid

Sl. No.	List of Documents
1	Cover Letter – (APPENDIX–A)
2	Bidder Information – (APPENDIX–B)
3	Self-attested copy of the complete Tender Document Duly signed on each page as token of acceptance
4	Proof of online payment of Tender Document Cost of Rs. 10,000/- (Rupees Ten Thousand only)
5	Proof of online payment of Rs. 8,34,951/- (Rupees Eight Lakh Thirty Four Thousand Nine Hundred Fifty One Only)
6	Self-attested copy of valid PAN and GST Registration Certificate
7	Self-attested copy of valid Labour Licence
8	Self-attested copy of valid EPF Registration Certificate
9	Self-attested copy of valid ESIC Registration Certificate

Sl. No.	List of Documents
10	Audited Profit & Loss Account and Balance Sheet for the Financial Years 2022–23, 2023–24, and 2024–25
11	Income Tax Return (ITR) for the Financial Years 2022–23, 2023–24, and 2024–25
12	Work Experience along with supporting documents – (APPENDIX–C)
13	Bidder Turnover Certificate duly certified by a Chartered Accountant (CA) – (APPENDIX–D)
14	Bidder Net Worth Certificate duly certified by a Chartered Accountant (CA) – (APPENDIX–E)
15	Brief write-up of the relevant business activities undertaken so far and an overview of the expertise, experience, and operational capacity available with the Agency – (APPENDIX–F)
16	Local address proof or undertaking for opening of branch office as per (APPENDIX–G)
17	Undertaking regarding Non-Blacklisting / Non-Debarment as per (APPENDIX–H)
18	No Relation Certificate as per (APPENDIX–I)
19	Information regarding current litigation, debarment, expulsion from tender process, blacklisting, or abandonment of work by the Bidder – (APPENDIX–J)
20	Bidder Legal Status as per (APPENDIX–K)
21	Declaration regarding No Conflict of Interest as per (APPENDIX–L)
22	Implementation Plan Write-up (Approach & Methodology) (<i>not exceeding 10 pages</i>) covering the following:
23	Power of Attorney/Authorization Letter in favour of the Authorized Signatory, wherever applicable
24	Affidavit regarding pending criminal cases/conviction status in the prescribed format
25	Undertaking regarding authenticity/correctness of documents and information furnished by the Bidder

1.16 Certificate/Document Submission and Verification

Scanned copies of all required **Certificates/Documents**, in **PDF format**, shall be uploaded by the Bidder through the prescribed online mode. The original documents shall be produced by the Bidder, as and when required by the Employer, for verification of the copies, statements, and other information furnished along with the Bid.

Failure to produce the original documents within the stipulated time, as required by the Employer, shall lead to **disqualification/rejection of the Bid**.

1.17 Cost of Bidding

The Bidder shall bear all costs and expenses associated with the preparation and submission of the Bid. The Employer shall, in no case, be responsible or liable for such costs, regardless of the conduct or outcome of the bidding process.

B. BID DOCUMENTS

1.18 Bid Documents

1.18.1 A complete set of Bid Documents comprising the General & Techno-Commercial Bid, Price Bid, together with all addenda, corrigenda, clarifications, and amendments, shall be made available on the official websites of the Sambalpur Municipal Corporation and Odisha e-Procurement Portal:

- www.smcsambalpur.nic.in
- <https://www.tendersodisha.gov.in>

1.18.2 The Bidder is expected to carefully examine all instructions, Terms of Reference (ToR), bid conditions, forms, appendices, addenda, corrigenda, and other documents forming part of the Bid.

Failure to comply with the requirements of the Bid submission shall be at the **sole risk and responsibility of the Bidder.**

1.18.3 The complete Bid Document may be downloaded from the official websites of the Sambalpur Municipal Corporation and Odisha e-Procurement Portal.

The Authority shall not be held responsible for any **delay, difficulty, interruption, or inaccessibility** in downloading the Bid Document for any reason whatsoever.

In case of any discrepancy between the Bid Documents downloaded from the website and the **master copy available with the Employer**, the contents of the master copy shall prevail and be binding upon the Bidder. No claim whatsoever on this account shall be entertained.

1.19 Pre-Bid Meeting and Clarification on Bid

A **Pre-Bid Meeting** with prospective Bidders for clarification of queries shall be held in the **Conference Hall of Sambalpur Municipal Corporation (SMC)** on the date and time specified in the **Bid Data**.

The Bidders may also seek clarification regarding the Bid by communicating their queries through email to sambalpurm.hud@od.gov.in on or before **5:30 PM of the date preceding the date of the Pre-Bid Meeting**.

The Authority may, if considered necessary, issue clarifications, decisions, corrigenda, or modifications, which shall be communicated and published on the official website(s). Such decisions, clarifications, and conditions shall be **final and binding upon all Bidders** and shall form an integral part of the Bid Document.

It shall be noted that any Bid **not conforming to the Bid requirements, decisions taken in the Pre-Bid Meeting, or containing any additional condition(s)** shall be liable for **summary rejection**.

1.20 Amendment of Bid Documents

1.20.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at its own initiative or in response to clarifications sought by prospective Bidders, modify the Bid Documents by issuing an Addendum/Corrigendum.

Such **Addenda/Corrigenda** shall be binding upon all Bidders and shall form an integral part of the Bid Document.

1.20.2 In order to provide prospective Bidders reasonable time to consider any Addendum/Corrigendum while preparing their Bids, the Employer may, at its discretion, extend the deadline for submission of Bids, if considered necessary.

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

The Bid shall comprise the following:

(a) General & Techno-Commercial Bid (Part-I of the Bid Document)

(b) Price Bid (Part-II of the Bid Document)

(c) All documents stipulated under **Clause 1.15** and elsewhere in the Bid Document.

1.23 Sufficiency of Bid

The Bidder shall be deemed to have satisfied itself, before submitting the Bid, as to the correctness and sufficiency of its Bid for the Services to be provided and of the rates quoted in the Financial Bid.

The quoted rates shall be deemed to cover all obligations under the Contract and all matters necessary for the successful execution and completion of the Services/Assignments in conformity with the Bid Document.

1.24 Preparation of Bid

1.24.1

The Proposal, as well as all related correspondence exchanged between the Employer and the Bidder, shall be written in the **English language**.

1.24.2

In preparing the Proposal, the Bidder is expected to carefully examine all documents comprising the Bid Document. Any material deficiency in providing the information requested may result in rejection of the Proposal.

1.25 Financial Offer

1.25.1 The Services shall be provided as described and elaborated in the Terms of Reference (ToR) under Chapter–2.

Bidders shall quote their fee on a **lumpsum basis (in Rs. per month)**. This **fee will be evaluated based on a 12-month Annual Contract Value**, excluding GST. As the estimate is not based on a Schedule of Rates, no claims regarding changes in estimated quantities will be considered. Bidders are expected to account for variations during the contract period as this is a deliverable-based service contract.

In case more than **two decimal places** are quoted, only the first **two decimal places** shall be considered for evaluation.

In case **more than one Bidder emerges as L-1 (Lowest Bidder) by quoting identical rates**, the successful Bidder shall be decided through a transparent **Draw of Lots / Lottery system** conducted by the Evaluation Committee in the presence of the concerned Bidders or their duly authorized representatives.

1.25.2 The quoted offer shall be inclusive of all costs associated with the assignment, including but not limited to manpower remuneration, POL (Petrol, Oil & Lubricants), T&P (Tools & Plants), logistics, hardware, consumables, infrastructure support, supervision, overheads, contingencies, and all incidental expenses required for successful execution of the Services.

The offer shall also include all **duties, levies, cess, taxes, and statutory charges** payable under applicable laws, **excluding GST**, and other statutory dues as applicable.

1.25.3 The Bidder shall make a realistic assessment of the nature and scope of work, including the extent of technical, managerial, financial, and resource inputs required for successful execution of the Services in accordance with the ToR, and quote the offer accordingly.

1.25.4 The rate quoted by the Bidder shall remain firm and fixed during the validity period of the Bid or any extension thereof.

1.26 Bid Validity

1.26.1 The Bid shall remain valid for a period of **180 (One Hundred Eighty) days** from the last date of submission of the Bid.

The Employer shall make its best efforts to complete the evaluation process and issue the **Letter of Award (LoA)** within this period. However, if required, the Employer may request the Bidder to extend the validity period of the Bid.

1.26.2 A Bidder who does not agree to extend the validity period may refuse the request **without forfeiture of EMD**.

1.26.3 A Bidder who withdraws the Bid without valid reason (*as determined by the competent authority*) during the validity period shall be liable for **forfeiture of EMD** and may be **disqualified from participating in future bids under Sambalpur Municipal Corporation (SMC)**.

1.27 Authorization, Corrections, Erasures, etc. in Bid Document

1.27.1 The Bid Document shall be **typed** and signed by a person duly authorized to bind the Bidder to the Contract.

Proof of authorization shall be furnished in the form of a **certified copy of the Power of Attorney/Authorization Letter**, which shall accompany the Bid.

All pages of the Bid where entries, corrections, or alterations have been made shall be **initialed** by the authorized signatory signing the Bid.

1.27.2 The completed Bid shall be free from any **alterations, overwriting, interlineations, or erasures**.

1.28 Earnest Money Deposit (EMD)

(a) The Bidder shall furnish an **Earnest Money Deposit (EMD)** of **Rs. 8,34,951/- (Rupees Eight Lakh Thirty Four Thousand Nine Hundred Fifty One Only)** for **Zone-01**, along with the **General & Techno-Commercial Bid**, through **online mode** in the designated e-Procurement Portal:

- <https://www.tendersodisha.gov.in>

(b) The EMD of unsuccessful Bidders shall be refunded **without interest** after finalization of the Bid process.

(c) The EMD deposited by the Bidders shall **not carry any interest** and shall be dealt with in accordance with the conditions stipulated in the Bid Document.

(d) The EMD shall be liable to **forfeiture** if:

- the successful Bidder fails to execute/sign the Agreement within the stipulated period; or
- the Bidder withdraws the Bid during the validity period; or
- the Bidder violates any condition specified in the Bid Document.

(e) The EMD may also be forfeited if the successful Bidder fails to commence/provide the Services within the stipulated timeline as specified in the Agreement.

1.29 Signing of Bids

1.29.1 The Bid shall be signed by the Bidder or the duly authorized Power of Attorney (PoA) Holder on behalf of the Bidder for execution of the Agreement.

The **Power of Attorney/Authorization Letter** shall be issued by the competent authority/person(s) of the organization in accordance with applicable legal requirements and shall form part of the Bid Document.

1.29.2 No alteration, modification, or condition inserted by the Bidder in the Contract Form, Terms & Conditions of Contract, Statements, Formats, or other documents accompanying the Bid shall be recognized.

In the event of any such alteration or modification, the Bid shall be liable for **summary rejection**.

D. SUBMISSION OF BIDS (E-TENDER)

1.30 Mode of Submission

1.30.1 The Bids shall be invited through **e-Tender mode**, and participation shall be made through the Odisha e-Procurement Portal:

- <https://www.tendersodisha.gov.in>

1.31 Deadline for Submission of Bids

1.31.1 The bids shall be submitted online exclusively through the e-Procurement Portal on or before the date and time specified in the Bid Data. Physical/Hard copy submission or hand delivery shall strictly not be accepted.

The hard copy may be submitted through **Registered Post/Speed Post/Courier only** to the address specified in the Bid Document. The **risk and responsibility for loss, delay, transit damage, tampering, or damage to the seal** shall rest solely with the Bidder. **Hand delivery shall not be accepted.**

1.32 Late Bids

The e-Procurement Portal will not accept any bid submission after the prescribed date and time. No physical/hard copy bids will be entertained after the deadline under any circumstances

1.33 Withdrawal of Bids

Withdrawal of a Bid by a Bidder during the period between the **deadline for submission of Bids** and expiry of the **Bid Validity Period** specified in the Bid Document shall result in **forfeiture of the EMD**, in accordance with the relevant provisions of the Bid Document.

E. BID EVALUATION

1.34 Bid Opening

1.34.1 The Employer shall open the online General & Techno-Commercial Bid on the e-Procurement Portal on the date and time specified in the Bid Data, in the presence of the Bidders or their duly authorized representatives who wish to attend.

The representatives attending the Bid opening shall be required to **sign the Bid Opening Register** as proof of attendance. The authorized representatives shall produce an **Authorization Letter** while attending the Bid opening.

1.34.2

A Bid shall be liable for rejection at this stage if:

a. The online uploaded documents and the physically submitted hard copy are found to be **different, inconsistent, altered, incomplete, or mismatched in any manner**.

b. Proof of payment of the **EMD** is not furnished.

c. Any of the required documents specified in the Bid Document are not submitted.

1.34.3 The **Financial Bid (Price Bid)** shall be opened **through online mode only** in the Odisha e-Procurement Portal.

● [Odisha e-Procurement Portal](#)

No other mode of submission or receipt of the **Financial Bid** shall be accepted, and any deviation shall be liable for rejection.

1.34.4 The Employer shall prepare and maintain, for official record, the **minutes of the Bid Opening**, including details of the proceedings and information disclosed during the Bid opening process in accordance with **Clause 1.34.1**.

1.35 Clarification on Documents Submitted by Bidders

To assist in the **scrutiny, evaluation, and comparison of Bids**, the Employer may, at its discretion, seek clarification from the Bidders regarding the documents submitted as part of the Bid.

Such clarification shall be sought **in writing or through email**, and the Bidder shall furnish the required clarification within the time specified by the Employer.

However, **no change, modification, alteration, or revision in the quoted rate, Bid amount, or substance of the Bid** shall be sought, offered, or permitted during the evaluation process.

1.36 Determination of Responsiveness

Prior to detailed evaluation of the Bids, the Employer shall determine whether each Bid:

- has been submitted in the prescribed form;
- is complete in all respects; and
- is **substantially responsive** to the requirements of the Bid Document.

Bids which are **not submitted in the prescribed form** or are **not substantially responsive** to the requirements of the Bid Document shall be **liable for rejection**.

A non-responsive Bid shall **not subsequently be made responsive** by the Bidder through correction, withdrawal, replacement, or modification of any **material deviation, omission, reservation, inconsistency, or non-conformity**.

1.37 Restrictions

1.37.1 From the date of opening of the Bid till the award of the Contract, the Bidders shall **not contact or attempt to influence the Employer/Client** on any matter relating to the **General & Techno-Commercial Bid and/or Financial Bid**, except as formally requested by the Employer.

1.37.2 Any attempt by a Bidder to **influence the Employer, evaluation committee, or any authority**, directly or indirectly, during the process of **scrutiny, examination, evaluation, comparison, ranking of proposals, or recommendation for award of Contract**, may result in **rejection of the Bid**.

1.37.3 The evaluators of the **General & Techno-Commercial Bid** shall not have access to the **Financial Bid (Price Bid)** until completion of the General & Techno-Commercial evaluation process.

1.38 Evaluation of General & Techno-Commercial Bid

1.38.1 Eligibility of the Bidder shall be determined based on the **Technical and Financial Eligibility Criteria** specified under **Clause 1.11** of the Bid Document.

1.38.2 The **General & Techno-Commercial Bids** of the eligible Bidders shall be evaluated based on their responsiveness to the eligibility criteria, conditions of the Bid Document, and the pre-identified evaluation criteria mentioned below.

An **Evaluation Committee** constituted by the Employer shall evaluate all eligible proposals and award marks based on the Bidder's experience, credentials, organizational strength, and implementation methodology.

Evaluation Criteria for General & Techno-Commercial Bid

Sl.No.	Descriptions	Particulars			Maximum Marks
1.	Evaluation of Specific Works Executed within Urban Local Bodies (ULBs) Type of Works Executed:	Marks based on the Census 2011 population of the specific Serviced Area . <i>(Note: The Serviced Area must be situated within a Parent ULB having a total Census 2011 population of strictly more than 1,00,000).</i>			25
		50,000 to 1,00,000	1,00,001 to 1,50,000	> 1,50,000	
	(a) Sweeping of Municipal Roads, Streets, and Public Spaces	03	05	08	
	(b) Drain Cleaning, Conservancy Cleaning, and/or Bush Uprooting	03	05	07	
	(c) Door-to-door household municipal solid waste collection	04	07	10	
	*Cumulative Scoring & Maximum Cap: Marks awarded for activities (a), (b), and (c) are cumulative. However, the maximum total score awarded by the Evaluation Committee for this entire section shall not exceed 25 marks, regardless of the sum of the individual scores. Nature of Agreement & Service Tenure: Applicants are permitted to demonstrate requisite technical capability through either a unified composite contract covering all prescribed works or via distinct agreements for specific individual tasks. To be eligible for evaluation points under any particular service category, the agency shall have performed those specific duties uninterruptedly for a term exceeding 02 (Two) years. Dual-Scale Population Calculation (Whole City vs. Part of City): To ensure a uniform evaluation, the population considered shall strictly be the Census 2011 population, irrespective of the current				

	projected population or the year the contract was executed. • If the Bidder executed the contract for the entire Urban Local Body (ULB), the Census 2011 population of the whole city shall be considered (which will naturally satisfy both the Serviced Area and Parent ULB requirements). • If the Bidder executed the contract for a part of the city (such as a specific zone or cluster of wards), the population of that specific assigned part as per Census 2011 shall be considered as the "Serviced Area," provided the total population of the Parent ULB exceeds 1,00,000. Minimum Threshold for Rejection: A score of zero (0) will be awarded for any specific activity if the verified Census 2011 population of the respective Serviced Area is strictly less than 50,000, OR if the total population of the Parent ULB is 1,00,000 or less. The activities of sweeping, drain cleaning, and bush cutting must have been executed exclusively under a valid contract with an Urban Local Body (ULB) Principal Contractor Requirement: The claimed activities must have been executed exclusively under a valid contract with an Urban Local Body (ULB). The Bidder must have executed the work as the principal contractor directly engaged by the client. Experience executed as a sub-contractor, franchisee, or joint-venture partner will strictly not be considered. Excluded Premises: Experience for sweeping or cleaning services rendered within private townships, gated residential societies, commercial complexes, institutional campuses (e.g., universities, hospitals), or industrial premises/PSUs will be summarily rejected, regardless of the size or population of that specific campus.				
2.	Average Quantity of Municipal Solid Waste handled in any one of the last Five Financial Years (FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25, and FY 2025-26) *The required quantity of MSW handled (in TPD) must be demonstrated based on the average TPD achieved in a financial year under a single contract within a single Urban Local Body (ULB). Bidders are strictly prohibited from aggregating the TPD from multiple separate contracts or multiple ULBs to meet the required thresholds. *Bidders may submit data across multiple financial years within the stipulated five-year period. The	30 TPD to 50 TPD 9	More than 50 TPD and up to 70 TPD 12	More than 70 TPD 15	15

	evaluation committee will consider the best average TPD achieved in any single financial year out of the last 5 financial years for the purpose of awarding marks under this criterion. Marks across different years are non-cumulative. *The claimed TPD must be explicitly corroborated by certificates by the respective municipal authority. *A score of zero (0) will be awarded if the best average MSW handled under a single contract during a single financial year is strictly less than 30 TPD.				
	Service rendered for particular numbers of years and serviced area population (as per Census 2011) in the field of Municipal Solid Waste Management (MSWM)	> 2 years and <= 3 years	> 3years and <= 5 years	> 5 years	
	3.1 Population Category (Census 2011): Serviced Area of 50,000 to 1,00,000 population, situated within a Parent ULB having a total population of strictly more than 1,00,000.	4	7	9	
	3.2 Population Category (Census 2011): Serviced Area of > 1,00,000 population, situated within a Parent ULB having a total population of strictly more than 1,00,000.	5	8	10	
3.	Dual-Scale Evaluation Requirement: To ensure the Bidder possesses the requisite operational capacity to manage sanitation within a dense urban environment, the Bidder must demonstrate that their experience meets both the specific Serviced Area population threshold AND a minimum Parent ULB population threshold. (Note: Experience from an entire ULB having a total population of more than 1,00,000 will naturally qualify under these tiers). Mutual Exclusivity: Marks under criteria 3.1 and 3.2 are mutually exclusive and non-cumulative. If a bidder submits multiple eligible contracts, the evaluation committee will only award marks based on the single contract that yields the highest score for the bidder. Minimum Threshold for Rejection: A score of zero (0) will be awarded for this entire criterion if: 1. The demonstrated continuous duration of service is exactly 2.0 years or less; OR 2. The Census 2011 population of the specific Serviced Area is strictly less than 50,000; OR 3. The total Census 2011 population of the Parent ULB where the work was executed is 1,00,000 or less. Definition of Experience & Population Proof: "Years of service" shall strictly mean the continuous, uninterrupted execution of a single MSWM contract. The bidder must mandatorily submit				10

	official documentary proof (e.g., ULB certificate or published demographic data) explicitly stating the Census 2011 population of both the specific assigned part AND the parent ULB.				
4.	Average Turnover for the last 3 Financial Years (FY 2022-23, FY 2023-24, and FY 2024-25) *Arithmetic Mean Determination: For the purpose of scoring, the evaluation committee shall consider the arithmetic average of the annual financial turnover achieved during the three consecutive financial years. It is mandatory for Bidders to furnish comprehensive turnover data for the entire three-year period. *Scoring Logic: A bidder demonstrating an average annual turnover of exactly ₹4.00 Crores will be awarded a base score of 5 marks. For every additional, complete ₹1.00 Crore achieved beyond the base of ₹4.00 Crores, an additional 1 mark shall be awarded, subject to a maximum overall cap of 10 marks. (For example: ₹5.00 Cr = 6 marks; ₹6.00 Cr = 7 marks, etc.) *Minimum Threshold: A score of zero (0) will be awarded for this criterion if the average annual turnover for the specified financial years is less than ₹4.00 Crores. *Mandatory Proof: The claimed annual turnover must be supported by a Certificate from a Chartered Accountant (CA) or Statutory Auditor. The CA certificate must contain a valid and verifiable Unique Document Identification Number (UDIN). Certificates without a verifiable UDIN will be summarily rejected and zero (0) marks will be awarded. *Bidders must submit turnover data for the last three consecutive financial years. The evaluation committee will consider the arithmetic average of the three specified years for the purpose of awarding marks.	Rs. 4.0 Crores	For every additional complete ₹1.00 Crore	Maximum Marks	10
		5 Marks	+1 Mark each	10 Marks	
5.	Net Worth of the firm as on 31st March 2025 Scoring Logic: A bidder demonstrating a positive Net Worth of exactly ₹1.00 Crore will be awarded a base score of 1 mark. For every additional, complete ₹1.00 Crore achieved beyond the base of ₹1.00 Crore, an additional 1 mark shall be awarded, subject to a maximum overall cap of 10 marks. (For example: ₹2.00 Crores = 2 marks; ₹3.00 Crores = 3 marks, etc.) Minimum Threshold: The Net Worth must be positive. A score of zero (0) marks will be awarded if the firm's Net Worth is strictly less than ₹1.00 Crore (this includes any firm with a negative net worth). Mandatory Proof: The claimed Net Worth must be explicitly certified by a Chartered Accountant (CA) or Statutory Auditor. The certificate must bear a valid and verifiable Unique Document Identification	Rs. 1.0 Crore	For every additional Rs. 1.0 Crore	Maximum Marks	05
		1 Mark	+1 Mark each	05 Marks	

	Number (UDIN). Certificates submitted without a valid UDIN will be considered invalid, and zero (0) marks will be awarded for this criterion.				
6.	Peak Manpower Capacity (Single Month under a Single MSW Contract) *The "manpower capacity" shall be defined as the highest number of personnel deployed by the firm during any single calendar month under a single Municipal Solid Waste (MSW) management services contract within the last 5 (five) Financial Years (up to FY 2025-26). *The Bidder must submit the EPF Electronic Challan cum Return (ECR) statement for that exact month to corroborate that their total active workforce was equal to or greater than the claimed project deployment. *A score of zero (0) will be awarded for this criterion if the documented peak deployment under a single MSW contract is less than 100 personnel, or if the contract was not for MSW services.	100 to 249 personnel 2	250 to 299 personnel 4	300 personnel and above 5	05
7.	Approach, Methodology, and Presentation A. The Written Implementation Plan (Submitted with the Technical Bid): A formal, comprehensive technical document detailing the approach and methodology for the project. It must encompass the present status/practice, future planning, deployment strategies, and all operational tracking mechanisms. B. The Technical Presentation (Delivered In-Person): An oral and visual presentation delivered directly to the Sambalpur Municipal Corporation Technical Evaluation Committee. This presentation must summarize the written Implementation Plan and demonstrate the bidder's practical operational competence. a. Deployment Plan (Manpower & Assets): Detailed list and deployment strategy for equipment, vehicles, accessories, tools, tackles, and human resources - 5 marks b. Overall understanding of the SMC's requirements, transition plan, and step-by-step strategy for executing the MSWM project. - 05 marks c. Operational Plan (Collection & Transportation): Micro-routing, timings, handling, storage, transfer, and safety protocols for daily operations. 6 marks d. Technology & Process Management: Standard Operating Procedures (SOPs), real-time monitoring (e.g., GPS, RFID), tracking plans, and Grievance Management/Redressal systems. 5 marks				30

	e. Project Financial Plan: Financial viability, cost-efficiency, revenue management (if applicable), and sustainable capital/operational expenditure planning. 4 marks f. Quality of Presentation & Q&A: Clarity of communication, depth of knowledge demonstrated during the presentation, and ability to satisfactorily answer the Evaluation Committee's technical queries. 5 marks *Bidders who fail to attend the scheduled Technical Presentation will be awarded zero (0) marks for this entire section (30 marks), regardless of the quality of their written submission. *The evaluation of this section will be conducted by the designated Technical Evaluation Committee. The marks awarded by the committee against each sub-criterion will be final and binding, based on their expert assessment of the bidder's practical understanding of Sambalpur's specific topography and waste generation profile.					
TOTAL						100

Total- 100 Mark

1.39 Bid Evaluation Methodology

A. Technical Qualification Only those Bidders who qualify the minimum eligibility criteria specified under Clause 1.11 shall be considered for evaluation of the General & Techno-Commercial Bid as per the evaluation matrix.

Bidders securing a minimum qualifying score of **60 (Sixty) marks out of 100** in the General & Techno-Commercial Evaluation shall be declared Technically Qualified for the respective Zone.

B. Financial Bid Evaluation & Sequential Award Protocol To ensure equitable distribution of operational responsibilities, mitigate systemic risk, and ensure uninterrupted sanitation services, no single bidding entity shall be awarded the contract for more than **one (1) Zone**. Bidders are permitted to submit technical and financial bids for any single zone, any two zones, or all three zones across the Sambalpur Municipal Corporation area.

To strictly enforce this one-zone limit, the Authority shall execute a sequential financial evaluation process in the following chronological order:

- **Zone 1 (Evaluation):** The Technical and Financial Bids for Zone 1 shall be evaluated first. The technically qualified bidder quoting the lowest total evaluated price shall be declared the successful Lowest Bidder (L-1) for Zone 1.
- **Zone 2 (Evaluation):** Prior to opening the Financial Bids for Zone 2, the Evaluation Committee shall verify the final award result of Zone 1. If a bidding entity has emerged as the successful L-1 bidder for Zone 1, they shall be deemed to have reached their maximum permissible limit. Consequently, their Financial Bid for Zone 2 **shall not be opened**. The financial evaluation for Zone 2 shall proceed only with the remaining pool of technically qualified bidders, and the lowest bidder among them shall be considered the successful L-1 for Zone 2.

- **Zone 3 (Evaluation):** Similarly, prior to opening the Financial Bids for Zone 3, the Evaluation Committee shall verify the final award results of both Zone 1 and Zone 2. If any bidding entity has already emerged as the successful L-1 bidder for either Zone 1 or Zone 2, their Financial Bid for Zone 3 **shall not be opened**. The financial evaluation for Zone 3 shall proceed exclusively with the remaining pool of technically qualified bidders.

F. AWARD OF CONTRACT

1.40 Right to Accept or Reject any or all Bids

Notwithstanding anything contained in this Bid Document, the Employer reserves the right to accept or reject any Bid, annul the bidding process, or reject all Bids at any time prior to the award of Contract, without thereby incurring any liability whatsoever to the affected Bidder(s) or assigning any reason thereof.

1.41 Award Criteria

1.41.1 After completion of the evaluation process and the application of the Sequential Award Protocol (Clause 1.39), the Employer shall award the Contract to the successful Bidder(s), in accordance with the provisions of the Bid Document.

1.41.2 Since Solid Waste Management (SWM) in Sambalpur Municipal Corporation is an essential public service, the successful Bidder shall commence the assignment immediately upon instructions of the Employer, followed by a formal 15 (Fifteen) days' Notice to Proceed/Work Order, as applicable.

1.41.3 The Financial Bids shall be evaluated strictly as per the chronological sequence defined in Clause 1.39 (Bid Evaluation Methodology). For each respective Zone, the Lowest Evaluated Bidder (L-1) among the eligible pool of technically qualified bidders shall be considered for the award of Contract, subject to the fulfilment of all terms and conditions of the Bid Document.

1.41.4 Exception to the One-Zone Limit: Notwithstanding the strict one-zone restriction stipulated in Clause 1.39, if a subsequent Zone yields no other technically qualified bidders, if all remaining bids are evaluated as non-responsive, or if the exclusion of preceding successful bidders results in a single responsive bid situation, the Employer reserves the absolute administrative right to waive the one-zone restriction. In such exigencies, the Employer may open and evaluate the financial bids of the already successful L-1 bidder(s) from preceding Zones and/or award the remaining Zone to them. This discretionary exception shall be exercised strictly to avert the delays of re-tendering, ensure competitive price discovery, and guarantee the uninterrupted delivery of essential public sanitation services across the Sambalpur Municipal Corporation area.

1.42 Notification of Award

Prior to expiration of the **Bid Validity Period**, the Employer shall notify the successful Bidder, through **Letter, Email, or any other written mode of communication**, that its Bid has been accepted.

This notification, hereinafter referred to as the “**Letter of Acceptance (LoA)**”, shall constitute the Employer’s intention to enter into a Contract with the successful Bidder for execution of the Services under this Bid Document.

The **LoA** shall specify the applicable bid rates, scope of services, and the amount of **Performance Security** to be deposited by the successful Bidder.

1.43 Performance Security against the Service

1.43.1 Within 15 (Fifteen) days from the date of receipt of the Letter of Acceptance (LoA), the successful Bidder shall furnish a Performance Security equivalent to 5% of the annual contract value of the first year in the form of an Irrevocable Bank Guarantee issued by any Nationalized/Scheduled Bank, in favour of:

The Municipal Commissioner Sambalpur Municipal Corporation, Sambalpur

Validity of Performance Security: The Bank Guarantee shall remain valid for an initial period of 15 (Fifteen) months (encompassing the 12-month contract period plus an additional claim period of 90 days beyond the date of completion of all contractual obligations).

In the event the Contract is extended for a further period of 01 (One) year, the Service Provider shall mandatorily renew and extend the validity of the Performance Security to cover the extended contract period plus an additional claim period of 90 (Ninety) days. Such extension of the Bank Guarantee must be submitted to the Employer at least 30 (Thirty) days prior to the expiry of the original Bank Guarantee.

1.43.2 Failure of the successful Bidder to furnish the required **Performance Security** or execute/sign the Contract within the stipulated time shall constitute sufficient grounds for:

- **Cancellation/annulment of the LoA/Award,**
- **Forfeiture of the EMD, and**
- **Rejection of the Bid.**

In such an event, the Employer may, at its discretion, consider the **next lowest technically qualified Bidder** for negotiation and award of Contract, without any claim whatsoever from the defaulting Bidder.

1.43.3 Additional Performance Security (APS)

Apart from the Performance Security specified above, the successful Bidder shall furnish Additional Performance Security (APS), if applicable, in accordance with Works Department Office Memorandum No. 173/W dated 03.01.2026 and subsequent clarifications issued thereon.

The Additional Performance Security shall be obtained on an incremental basis as follows:

- i. **Where the bid price is below 0% but not below 10% of the Indicative Estimated Cost**, no Additional Performance Security shall be required.
- ii. **Where the bid price is below 10% but not below 20% of the Indicative Estimated Cost**, Additional Performance Security shall be calculated at the rate of **0.1% of the bid price for every 1% reduction beyond 10%**, starting from 11% below the estimated cost.
- iii. **Where the bid price is 20% or more below the Indicative Estimated Cost**, Additional Performance Security shall be calculated at the rate of **1% of the bid price plus an additional 0.2% of the bid price for every 1% reduction beyond 20%**.
- iv. The Additional Performance Security percentage shall be rounded off to the next lower percentage where the decimal value is below 0.5 and to the next higher percentage where the decimal value is 0.5 or above.
- v. The Additional Performance Security shall form part of the Performance Security.
- vi. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority for approval of the Additional Performance Security (APS). The Procuring Entity may seek detailed price analysis and clarifications from the Bidder and may reject the bid if the Bidder fails to demonstrate its capability to execute the work at the quoted price.

The above provisions shall be applicable as per Works Department Office Memorandum No. 173/W dated 03.01.2026 and subsequent amendments issued by Government from time to time.

1.43.4 Failure of the successful Bidder to furnish the above-mentioned **Performance Security/Additional Performance Security**, or execute/sign the Contract within the stipulated period, shall constitute sufficient grounds for:

- **Cancellation/annulment of the Award/LoA,**
- **Forfeiture of the EMD, and**
- **Rejection of the Bid.**

In such an event, the Employer may, at its discretion, consider the **next lowest technically qualified Bidder** for negotiation and award of the Contract, and the defaulting Bidder shall have **no claim whatsoever against the Employer.**

1.44 Signing of Agreement

Upon receipt of the **LoA**, the successful Bidder shall execute and sign the **Agreement/MoU** with the Employer within **15 (Fifteen) days** from the date of issuance of the **LoA**.

CHAPTER – 2 **SCOPE OF WORK**

2.1 Sweeping and Cleaning / De-siltation of Drains

The Service Providing Agency shall engage adequate manpower in **Zone–01** for sweeping of all streets, roads, footpaths, and cleaning of public places such as **vending zones, parking places, bathing ghats on the riverbank of River Mahanadi and surroundings of other water bodies, bus stops, bus stands, open spaces, etc.,** including any other locations as and when directed by the **Sambalpur Municipal Corporation (SMC).**

During sweeping operations, waste shall **not be thrown into nearby drains, water bodies, or open areas.** The Service Provider shall ensure that **there is no sand deposition/siltation on public roads** within the assigned zone. Sweeping and cleaning activities shall also include **removal, lifting, and disposal of animal carcasses** at designated locations as directed by SMC.

Sweeping activities in the assigned areas shall commence **early in the morning**, preferably from **04:00 AM and not later than 05:00 AM**, every day. In **market/commercial areas**, sweeping shall be carried out **twice a day, including night sweeping wherever required**, in the assigned wards and other areas as directed by SMC.

During any **emergency, special event, fair, festival, VIP visit, natural calamity, or public gathering**, sweeping and cleaning activities shall be undertaken as per the instructions of the field functionaries/Authority, and the Service Provider shall deploy additional manpower accordingly.

The Service Provider shall ensure **regular sweeping and cleaning of platforms beneath compactor metal bins**, wherever such bins are installed.

Bush cutting/uprooting, de-weeding, and conservancy cleaning shall be carried out at **regular intervals and on a fortnightly basis**, in the assigned wards or as instructed by the field functionaries. All uprooted materials shall be **immediately swept, lifted, and transported** to designated disposal locations.

The Service Provider shall ensure **regular application of bleaching powder/disinfectants**, and additional application during **fairs, events, epidemic situations, festivals, or any special occasion**, wherever necessary or as directed by SMC officials.

The Service Provider shall maintain the **roads and streets of the assigned zone in a garbage-free condition at all times**. Waste collected through sweeping shall be **immediately lifted and transported**, and shall **not be dumped in public places or burnt on roadsides**.

Drain Cleaning and De-siltation

Drain cleaning shall be undertaken at **regular intervals** to ensure:

- **No stagnation of drain water;**
- **No vegetation growth inside drains;**
- **No blockage throughout the drain stretch; and**
- **Free flow of wastewater without obstruction.**

The Service Provider is encouraged to deploy **mechanical equipment/machinery**, such as **mini excavators, tractors, Tippers, and allied machinery**, for drain cleaning and transportation activities.

The **silt thickness inside drains shall not exceed 150 mm at any stretch or location** within the assigned wards, and the drains shall remain free from blockage at all times. This condition shall apply to **all drains within the assigned zone**.

Floating materials such as **polythene, plastic bottles, wrappers, and other debris** shall be removed from drains **on a daily basis**, and **de-siltation shall be carried out once in every 15 (Fifteen) days**.

The Service Provider shall also regularly remove floating materials from drains where **mesh/screens are installed**. **Earthen drains**, wherever existing, shall also be cleaned.

The de-silted materials generated after drain cleaning shall be **lifted and transported within 24 (Twenty-Four) hours** through the vehicles engaged by the Service Provider to the designated disposal sites within the SMC area.

Before the onset of monsoon, preferably during the period from **March to mid-June**, the Service Provider shall undertake a **special drive for intensive cleaning of all drains** by deploying additional manpower and machinery, if required.

Conservancy Cleaning and Mosquito Control

The frequency of **conservancy cleaning, bush uprooting, and de-weeding** shall be on a **fortnightly basis**. Each ward shall be provided with **at least one grass-cutting machine** for this purpose.

The Service Provider, through deployment of its manpower, shall undertake **spraying of mosquito larvicide in drains, swampy areas, and waterlogged areas**, as and when instructed by the Authority. The **larvicide shall be supplied by Sambalpur Municipal Corporation**.

The Service Provider shall also deploy manpower, machinery, and vehicles for **removal and transportation of garbage and waste generated due to natural calamities or emergency situations**, as directed by the Authority.

2.2 Collection & Transportation

The Service Provider shall engage adequate **vehicles, machinery, and manpower** for collection and transportation of waste from **secondary collection points/sources (excluding compactor metal bins)** within the assigned wards and shall ensure timely, effective, and efficient collection and transportation of waste.

The collected waste shall be transported to the **landfill site, transfer station, sanitary landfill, designated location, decentralized waste collection centre, treatment and disposal facility, or Wealth Centre**, as identified, developed, or instructed by the **Sambalpur Municipal Corporation (SMC)** from time to time.

The **Municipal Solid Waste (MSW)**, including **green waste/biodegradable waste** generated from the concerned Zone, shall be transported through designated vehicles to the **tagged Wealth Centre** as specified by SMC.

The Service Provider shall also be responsible for the **collection, transportation, and disposal of Construction & Demolition (C&D) Waste** at locations identified by the Authority.

The **domestic hazardous waste and e-waste** shall be collected, handled, and transported **separately** to designated facilities/sites, or as per instructions of the Authority.

The Service Provider shall ensure segregation-wise transportation of waste as follows:

- **Biodegradable/Wet Waste** → to **Micro Composting Centre (MCC)**;
- **Dry Waste** → to **Material Recovery Facility (MRF)**;
- **Inert Waste** → to the **Sanitary Landfill Site**.

The **carcass of animals** within the assigned wards shall be removed, transported, and disposed of at designated places by the Service Provider in accordance with the directions of the Authority.

Vehicle and Transportation Requirements

Throughout the collection and transportation process, the Service Provider shall deploy an **adequate number of vehicles, machinery, and supporting equipment** for uninterrupted sanitation services.

The **trailers/containers of all vehicles engaged for transportation of garbage/waste shall be mandatorily covered with tarpaulin or suitable covering material** during transportation to prevent littering, spillage, foul smell, and environmental nuisance.

A clearly visible display board mentioning **“ON SMC DUTY”** shall be affixed on every vehicle engaged by the Service Provider for sanitation activities.

The expenditure towards **manpower, fuel consumption, operation, maintenance, repairs, insurance, permits, and all incidental costs** related to collection and transportation activities shall be borne by the Service Provider.

The Service Provider shall also be responsible for procurement and replacement of **spare parts, accessories, tyres, tubes, batteries, hydraulic oil, lubricants, diesel, petrol, and other consumables** required for day-to-day operation and maintenance of vehicles, machinery, and equipment.

The Service Provider shall ensure that **no waste remains unattended at any secondary collection point beyond 24 (Twenty-Four) hours**.

Collection from Narrow Lanes / Inaccessible Areas

The Service Provider shall collect **segregated waste from households and establishments located in narrow lanes/streets inaccessible to BoVs/LCVs or other door-to-door collection vehicles**.

Such collection shall be carried out by deploying the Service Provider's own manpower through **trolleys, garbage rickshaws, pushcarts, or other suitable means.**

The narrow lanes/streets inaccessible to **BoVs/LCVs** shall be identified by **Sambalpur Municipal Corporation**, and the details shall be communicated to the Service Provider for necessary action.

The segregated waste so collected shall be transported to the **nearest Wealth Centre**, or to any other designated facility as directed by **SMC from time to time.**

2.3 Sanitation Equipment / Materials

The **Service Providing Agency (SPA)** shall provide adequate sanitation materials, tools, tackles, consumables, machinery, vehicles, and equipment required for effective and uninterrupted execution of sanitation activities in the assigned zone.

The sanitation materials/tools to be provided by the Service Provider shall include, but not be limited to, **brooms, drain brushes, fork hoe, West India hoe, square shovel, pickaxe, axe, sickle, buckets, spades, handcarts, pushcarts, wheelbarrows, bleaching powder, disinfectants, and other sanitation materials/equipment** required for proper sanitation service delivery.

For efficient sanitation service delivery, the Service Provider may deploy its own **machinery and vehicles**, including but not limited to **excavators, mini excavators, tractors, mini trucks, Light Commercial Vehicles (LCVs), Battery Operated Vehicles (BoVs), bush cutters, grass-cutting machines, compactors, Tippers, and allied machinery**, based on operational requirements and assessment of the assigned zone.

The Service Provider shall procure and deploy an adequate number of **handcarts, pushcarts, trolleys, wheelbarrows, and other sanitation equipment/materials** as per field requirement for uninterrupted sanitation services.

At least **one grass-cutting machine per ward** shall be mandatorily deployed for bush cutting, de-weeding, and conservancy cleaning purposes.

The detailed list of **vehicles, machinery, and equipment** proposed to be deployed by the Service Provider in the assigned zone shall be communicated to **Sambalpur Municipal Corporation (SMC)** in the prescribed format before commencement of work and shall be updated whenever any change occurs.

The Service Provider shall arrange and deploy **all vehicles, equipment, tools, machinery, and materials necessary for effective service delivery** within the designated service area at its own cost and responsibility.

All deployed vehicles and machinery shall be maintained in **roadworthy condition** and must possess valid **Registration Certificate (RC), Insurance, Fitness Certificate, Pollution Under Control (PUC), and other statutory documents**, wherever applicable.

Upon commencement of service by the successful Service Provider, **SMC may withdraw the vehicles and equipment presently operating in the designated service area**, as deemed appropriate by the Authority.

The Service Provider may also deploy **mechanical devices and modern sanitation equipment** to improve the **efficiency, quality, coverage, and timeliness of service delivery.**

2.3.1 Indicative Photographs and Replacement of Sanitation Materials / Equipment

The **indicative photographs of sanitation materials, tools, tackles, machinery, vehicles, and equipment** proposed to be deployed under the sanitation services shall be as follows for reference and identification purposes.

SI No	Name of Items	Images	Intended Use in Sanitation Service
1	Broom with long handle		☐ Road/street sweeping ☐ Sweeping of drains, market areas, community toilets, footpaths, and public places ☐ Cleaning of dry waste, dust, leaves, and litter from municipal areas
2	Drain Brush with long handle		☐ Cleaning and scrubbing of open drains and drain walls ☐ Removal of sludge, algae, dirt, and accumulated waste from drains ☐ Cleaning of drain edges, chambers, and difficult-to-reach surfaces during sanitation operations
3	Fork Hoe		Used for removal of waste, weeds, silt, plastic, and accumulated garbage from drains, roadside areas, open spaces, and sanitation sites
4	West India Hoe		Used for scraping, loosening, and removal of mud, sludge, silt, weeds, and accumulated waste from drains, roadsides, public places, and sanitation areas
5	Square Shovel / Spade		Used for lifting, collecting, loading, and disposal of waste, silt, sludge, garbage, debris, and other sanitation-related materials during cleaning operations
6	Sickle		Used for cutting weeds, bushes, overgrown grass, and vegetation in roadsides, drains, vacant lands, parks, and public sanitation areas
7	Bucket/Dala		Used for collection, temporary storage, carrying, and handling of waste, silt, sludge, garbage, and sanitation materials during cleaning operations
8	Handcart / Pushcart / Wheelbarrow		Used for transportation and shifting of municipal solid waste, drain silt, garbage, debris, sanitation materials, and tools from collection points to disposal/transfer locations

9	Grass Cutting Machine / Bush Cutter		For cutting and clearing of grass, weeds, bushes, and unwanted vegetation in roadside areas, drains, open spaces, parks, public places, and other sanitation-related areas to maintain cleanliness and proper sanitation.
10	Back Hoe Loader-cum-Excavator		Used for lifting, loading, excavation, shifting, and removal of accumulated garbage, carcass lifting/disposal of dead animals, legacy waste, drain silt, C&D debris, roadside dumpings, black spot cleaning, desilting of drains, removal of temporary encroachments/obstructions affecting sanitation work, waste handling at MRFs/processing sites, shifting of waste from secondary collection points, emergency sanitation operations during waterlogging/drain choking, and special cleanliness drives for maintaining overall municipal sanitation and public hygiene.
11	Tractor back hoe loader		Used for lifting, loading, excavation, shifting, and removal of accumulated garbage, drain silt, sludge, C&D debris, roadside dumpings, black spot waste, legacy waste, and sanitation-related debris; desilting and cleaning of drains; handling and shifting of waste at secondary collection points, MRFs/processing sites; carcass lifting/disposal of dead animals; removal of temporary obstructions/encroachments affecting sanitation work; and emergency sanitation operations during water logging, drain choking, special cleanliness drives, and festival sanitation management for maintaining overall municipal cleanliness and public hygiene.
12	Heavy Duty Tipper / Dumper Vehicle		Used for transportation and shifting of fresh municipal solid waste from secondary collection points to the designated fresh waste dumping yard/processing site , including transportation of accumulated garbage, drain silt, sludge, legacy waste, C&D debris, black spot waste, carcasses, roadside dumpings, and other sanitation-related materials for safe disposal/processing and maintenance of overall municipal cleanliness and public hygiene
13	Tractor		Used for collection of municipal solid waste/town waste from roadsides, markets, commercial areas, public places, drains, and other waste-generating points and transportation/deposit of the same at

			designated secondary collection points ; also utilized for shifting of accumulated garbage, drain silt, sludge, roadside dumpings, black spot waste, carcasses, and sanitation-related materials during routine sanitation operations, desilting works, and special cleanliness drives for maintaining overall municipal cleanliness and public hygiene
14	Tarpaulin for Covered Waste Transportation Vehicle		Used for covering of municipal solid waste, garbage, drain silt, sanitation materials, and waste transportation vehicles/containers to prevent spillage, foul odour, rainwater ingress, littering, and environmental pollution during collection, storage, and transportation

The photographs are **indicative in nature only**, and the actual materials/equipment supplied and deployed by the Service Provider shall be of **equivalent or superior quality/specification**, subject to approval of the **Sambalpur Municipal Corporation (SMC)**.

The Service Provider shall ensure regular **replacement, repair, and maintenance** of sanitation materials, tools, tackles, and consumables for uninterrupted and efficient sanitation services. The minimum replacement/maintenance frequency shall be as follows:

Sl. No.	Material / Equipment	Minimum Replacement / Maintenance Frequency
1	Brooms	Once in every 15 (Fifteen) days or earlier if damaged/unserviceable
2	Drain Brush	Once in every 30 (Thirty) days or earlier if damaged/unserviceable
3	Fork Hoe / West India Hoe	Immediate replacement upon damage/unserviceability
4	Square Shovel / Spade	Immediate replacement upon damage/unserviceability
5	Pickaxe / Axe / Sickle	Immediate replacement upon damage/unserviceability
6	Bucket	Immediate replacement upon damage/unserviceability
7	Handcart / Pushcart / Wheelbarrow	Immediate repair or replacement upon becoming unserviceable
8	Grass Cutting Machine / Bush Cutter	Shall be maintained in working condition at all times with standby arrangement, wherever necessary
9	Excavators / Mini Excavators / Vehicles	Regular maintenance and immediate repair to ensure uninterrupted service
10	Bleaching Powder / Disinfectants	Continuous availability and supply as per operational requirement

The Service Provider shall ensure that **all sanitation materials, tools, machinery, and equipment remain functional and in usable condition at all times**. Failure to maintain the same may invite **penalty or other action**, as deemed appropriate by the Authority.

Format for Deployment of Waste Collection Vehicles

Time of Waste Collection	Vehicle Type with Registration No.	Wards of Concerned Zone	Route Details

2.3.1.1. Detailed Scope of Use of Tools, Machinery and Vehicles for Municipal Sanitation Service

1. Broom with Long Handle

- a) The broom with long handle shall be used for **routine sweeping and cleaning of roads, streets, internal lanes, footpaths, market complexes, commercial areas, bus stands, parking areas, office surroundings, community sanitation areas, and other public places** within the municipal jurisdiction for maintenance of day-to-day cleanliness and sanitation.
- b) It shall be utilized for **removal of dust, dry leaves, litter, plastics, wrappers, paper waste, roadside waste, food residues, and other scattered municipal solid waste generated in public areas**, thereby preventing waste accumulation and maintaining hygienic surroundings.
- c) The broom shall be used for cleaning of **garbage vulnerable points (GVPs)/black spots, waste accumulation areas, surroundings of secondary collection points, public utility areas, market waste zones, and sanitation-sensitive locations**, to ensure visible cleanliness and prevention of public nuisance.
- d) It shall also be deployed during **special cleanliness drives, festival sanitation management, Swachh Survekshan activities, emergency sanitation operations, VIP visits, public functions, and grievance-based sanitation works**, where immediate cleaning intervention is required.
- e) The broom shall further be used for **preventive sanitation measures aimed at minimizing dust pollution, avoiding unhygienic conditions, discouraging indiscriminate waste littering, and improving the overall cleanliness and aesthetic appearance of urban areas**.
- f) The item is essential for ensuring **daily ward-level sanitation operations, timely sweeping activities, public hygiene management, and compliance with municipal sanitation standards and Solid Waste Management practices**.

2. Drain Brush with Long Handle

- a) The drain brush with long handle shall be used for **scrubbing, brushing, and cleaning of open drains, roadside drains, covered drains, culverts, drain chambers, drain walls, and narrow drainage passages** for maintaining proper sanitation and drainage flow.
- b) It shall be utilized for removal of **sludge, algae, moss, grease, mud deposits, foul-smelling substances, accumulated dirt, and adhered waste materials from drain surfaces**, which cannot be removed through ordinary sweeping methods.
- c) The brush shall support **drain desilting and cleaning operations**, particularly in sanitation-sensitive and waterlogging-prone areas, to facilitate smooth flow of wastewater and stormwater.
- d) It shall also be used for cleaning of **public/community toilets, sanitation blocks, waste handling locations, washing platforms, public urinals, and other sanitation infrastructure** requiring regular scrubbing and hygienic maintenance.

e) The item shall be used as a preventive sanitation measure for **avoiding drain choking, water stagnation, foul odour generation, mosquito breeding, and public health hazards**, particularly during monsoon and rainy seasons.

f) It shall further assist in maintaining **public hygiene, environmental sanitation, and effective urban cleanliness standards within the municipal area**.

3. Fork Hoe

a) The fork hoe shall be used for **manual cleaning and removal of accumulated waste materials, plastics, weeds, bushes, sludge, silt, garbage, water hyacinth, and other obstructions from drains, nallas, sanitation-sensitive areas, and public places**.

b) It shall be utilized for **loosening, pulling, lifting, and extraction of solid waste materials stuck within narrow drains, culverts, and difficult-to-access drainage systems**, where mechanized cleaning is not feasible.

c) The item shall be used during **desilting operations, drain clearance works, and sanitation maintenance activities**, particularly in congested and inaccessible areas.

d) It shall also support cleaning of **garbage vulnerable points (black spots), roadside dumpings, sanitation-sensitive locations, waste accumulation zones, and areas affected by indiscriminate dumping of waste**.

e) The fork hoe shall further be used for **removal of weeds and vegetation growth obstructing drain flow**, thereby preventing blockage and water stagnation.

f) The item is essential for ensuring **efficient manual sanitation operations, drain maintenance, prevention of flooding, and upkeep of hygienic conditions within urban areas**.

4. West India Hoe

a) The West India Hoe shall be used for **scraping, loosening, cutting, and removal of accumulated mud, sludge, silt, garbage, and waste materials from roadside drains, open drains, culverts, sanitation channels, and public places** to maintain proper cleanliness and drainage flow.

b) It shall be utilized extensively during **drain desilting and sanitation maintenance works**, particularly for removal of hardened silt deposits, accumulated soil, vegetation, and waste materials obstructing the smooth discharge of wastewater and stormwater.

c) The item shall be used for **cleaning of garbage vulnerable points (GVPs)/black spots, roadside waste accumulation areas, vacant lands, sanitation-sensitive locations, and public utility areas** where manual intervention is required.

d) It shall also be used for **minor excavation, surface leveling, earth cutting, and removal of unwanted vegetation or obstructions** encountered during sanitation operations.

e) The hoe shall support **monsoon preparedness activities, emergency sanitation operations, waterlogging mitigation works, drain restoration activities, and special cleanliness campaigns**, particularly in areas vulnerable to flooding and waste accumulation.

f) The item is essential for ensuring **efficient manual sanitation, prevention of drain blockage, reduction of unhygienic conditions, and maintenance of public hygiene within the municipal area**.

5. Square Shovel / Spade

- a) The square shovel/spade shall be used for **lifting, loading, collection, shifting, and removal of municipal solid waste, drain silt, sludge, mud, garbage, accumulated debris, and sanitation-related waste materials** generated during routine cleaning operations.
- b) It shall be utilized for handling and removal of **construction & demolition (C&D) waste, black spot waste, roadside dumpings, bulky waste materials, desilted drain waste, and accumulated garbage**, ensuring timely sanitation response.
- c) The item shall be used for **loading waste materials into tractors, TIPPER vehicles, pushcarts, wheelbarrows, and other waste transportation vehicles** for onward transportation to designated secondary collection points or waste disposal/processing facilities.
- d) It shall further support **drain desilting activities, emergency waste removal, sanitation drives, waterlogging management, and cleaning operations during adverse weather conditions**.
- e) The square shovel/spade shall also be utilized for **handling sanitation waste generated during festival management, Swachh Survekshan activities, public grievance redressal, emergency sanitation operations, and special cleanliness campaigns**.
- f) The item is indispensable for ensuring **timely waste handling, labour efficiency, safe sanitation operations, and maintenance of cleanliness and public hygiene standards**.

6. Sickle

- a) The sickle shall be used for **cutting, trimming, and removal of overgrown grass, weeds, bushes, shrubs, and unwanted vegetation from roadsides, drains, medians, parks, vacant lands, sanitation-sensitive areas, and other public places**.
- b) It shall be utilized for removal of **vegetation obstructing drains, culverts, wastewater flow channels, and sanitation pathways**, thereby facilitating smooth sanitation and drainage operations.
- c) The item shall support **monsoon preparedness works, drain clearance operations, emergency sanitation activities, and prevention of water stagnation caused by vegetation growth**.
- d) It shall be used for cleaning of **vacant lands, garbage-prone areas, black spots, open public areas, and spaces where excessive vegetation causes unhygienic conditions or hinders waste collection activities**.
- e) The sickle shall further assist in maintaining **urban aesthetics, public hygiene, and sanitation standards through proper vegetation management and cleanliness maintenance**.
- f) The item is essential for **preventing mosquito breeding, snake/insect infestation, foul environmental conditions, and ensuring safe sanitation operations within municipal areas**.

7. Bucket / Dala

- a) The bucket/dala shall be used for **collection, temporary storage, carrying, and handling of municipal waste, drain silt, sludge, mud, garbage, desilted materials, and sanitation-related waste generated during cleaning operations**.

- b) It shall be utilized for **manual removal and transportation of waste materials from narrow lanes, congested areas, inaccessible locations, and drains where vehicular access is not feasible.**
- c) The item shall support **drain desilting works, emergency sanitation operations, black spot cleaning, roadside sanitation, and cleaning of waste accumulation points.**
- d) It shall be used for **temporary collection and transfer of waste materials to handcarts, wheelbarrows, tractors, or designated waste transportation vehicles** for safe disposal.
- e) The bucket/dala shall also support sanitation workers during **door-to-door cleaning activities, market cleaning, drain maintenance, and sanitation-sensitive operations** requiring manual waste handling.
- f) The item is essential for ensuring **efficient waste handling, smooth sanitation operations, and maintenance of cleanliness in difficult-to-access areas.**

8. Handcart / Pushcart / Wheelbarrow

- a) The handcart/pushcart/wheelbarrow shall be used for **collection, temporary transportation, and shifting of municipal solid waste, roadside waste, garbage, drain silt, sludge, desilted materials, and sanitation-related waste generated during routine sanitation operations.**
- b) It shall be utilized for transporting waste materials from **narrow lanes, densely populated areas, inaccessible locations, congested markets, slums, and internal roads** where movement of larger waste transportation vehicles is difficult or not feasible.
- c) The item shall support **door-to-door waste collection, roadside sweeping operations, drain cleaning activities, black spot cleaning, and sanitation maintenance works at ward level.**
- d) It shall be used for **temporary transfer of waste materials to designated secondary collection points, transfer stations, waste transportation vehicles, or disposal locations.**
- e) The handcart shall further support **special cleanliness drives, festival sanitation management, emergency sanitation operations, Swachh Survekshan activities, and public grievance-based sanitation response.**
- f) The item is indispensable for ensuring **efficient ward-level waste collection, sanitation accessibility, operational continuity, and maintenance of public hygiene standards.**

9. Grass Cutting Machine / Bush Cutter

- a) The grass cutting machine/bush cutter shall be used for **cutting, trimming, and clearing of grass, weeds, bushes, shrubs, and overgrown vegetation from roadsides, medians, drains, parks, vacant lands, public places, and sanitation-sensitive areas.**
- b) It shall be utilized for removal of **vegetation obstructing drains, sanitation pathways, waste collection routes, and public utility areas**, thereby ensuring unhindered sanitation operations.
- c) The equipment shall support **monsoon preparedness activities, emergency sanitation operations, drain maintenance works, and waterlogging prevention measures** by controlling vegetation growth near drainage systems.
- d) It shall be used during **Swachh Survekshan, special cleanliness drives, festival sanitation management, public grievance redressal, and city beautification initiatives.**

e) The bush cutter shall further be utilized to maintain **urban aesthetics, improve public convenience, and prevent unhygienic conditions caused by unchecked vegetation growth.**

f) The equipment is essential for **preventing mosquito breeding, snake/insect infestation, drain blockage, and environmental degradation caused by overgrown vegetation.**

10. Back Hoe Loader-cum-Excavator

a) The Back Hoe Loader-cum-Excavator shall be used for **lifting, loading, excavation, shifting, and removal of accumulated municipal solid waste, roadside dumpings, black spot waste, bulky waste materials, accumulated garbage, and sanitation-related debris** from public places and sanitation-sensitive areas within the municipal jurisdiction.

b) It shall be utilized for **desilting, excavation, cleaning, restoration, and maintenance of major drains, nalas, storm water channels, and water discharge systems**, including removal of accumulated sludge, silt, mud, garbage, vegetation, and obstructions affecting free flow of wastewater and storm water.

c) The machinery shall be deployed for **lifting and removal of construction & demolition (C&D) waste, legacy waste, bulky waste, abandoned waste heaps, and accumulated materials from garbage vulnerable points (GVPs)/black spots**, thereby ensuring visible cleanliness and improved environmental sanitation.

d) It shall be used for **carcass lifting, handling, and removal/disposal of dead animals and putrefied waste materials**, particularly in cases where manual handling is unsafe, unhygienic, hazardous, or impracticable due to decomposition, size, foul odour, or public health concerns.

e) The BACK HOE LOADER CUM EXCAVATOR shall be utilized for **loading municipal waste, drain silt, debris, sludge, carcasses, and sanitation-related waste into TIPPER vehicles, Tippers, tractors, and other transportation vehicles** for safe transportation to designated waste disposal sites, processing facilities, or dumping yards.

f) The machinery shall also be deployed for **removal of temporary encroachments, unauthorized obstructions, debris, dumped materials, and physical barriers affecting sanitation works, drain cleaning operations, waste transportation routes, and public hygiene maintenance**, as per direction of the competent authority.

g) It shall be used for **handling waste materials at Material Recovery Facilities (MRFs), waste processing units, secondary collection points, transfer stations, and fresh waste dumping yards**, including shifting, leveling, and waste management operations.

h) The BACK HOE LOADER CUM EXCAVATOR shall further be deployed during **heavy rainfall, emergency water-logging situations, drain choking, urban flooding, natural calamities, festival sanitation management, Swachh Survekshan activities, VIP visits, emergency sanitation response, and special cleanliness drives**, where urgent mechanized intervention is necessary.

i) The machinery is indispensable for **time-bound sanitation activities involving large quantities of waste/debris where manual execution is impracticable, labour-intensive, time-consuming, and operationally inefficient.**

j) The equipment is essential for ensuring **efficient mechanized sanitation, emergency responsiveness, uninterrupted sanitation services, urban cleanliness, public hygiene, environmental sanitation, and effective municipal waste management.**

11. Tractor Back Hoe Loader / Mini Loader

- a) The Tractor Back Hoe Loader/Mini Loader shall be used for **lifting, excavation, loading, shifting, and removal of municipal waste, accumulated garbage, roadside dumpings, black spot waste, sludge, drain silt, debris, and sanitation-related materials**, particularly in smaller and congested urban areas.
- b) It shall be utilized for **cleaning, excavation, and desilting of roadside drains, narrow drains, sanitation channels, and internal drainage systems**, particularly in locations where movement of large machinery is difficult.
- c) The equipment shall support **waste loading operations at secondary collection points, sanitation-sensitive locations, transfer stations, and waste accumulation areas**, ensuring timely clearance of waste materials.
- d) It shall be used for **lifting and removal of bulky waste, desilted drain materials, vegetation waste, abandoned garbage, roadside debris, and sanitation-related obstructions** affecting cleanliness.
- e) The machinery shall support **carcass lifting and emergency waste handling activities**, particularly where immediate removal is required to avoid foul smell, environmental contamination, or public inconvenience.
- f) It shall further be utilized during **special sanitation drives, emergency sanitation response, monsoon preparedness, drain restoration activities, water-logging management, and Swachh Survekshan cleanliness operations**.
- g) The equipment is essential for ensuring **timely sanitation response, accessibility in narrow roads and congested localities, and efficient municipal waste management operations**.

12 Tipper / Dumper Vehicle

- a) The Tipper/Dumper vehicle shall be used for **transportation and shifting of fresh municipal solid waste from designated secondary collection points to fresh waste dumping yards, transfer stations, waste processing facilities, compost plants, Material Recovery Facilities (MRFs), and authorized disposal sites**.
- b) It shall be utilized for transportation of **accumulated garbage, black spot waste, roadside dumpings, drain silt, sludge, desilted materials, legacy waste, construction & demolition (C&D) debris, bulky waste, vegetation waste, and sanitation-related waste materials**.
- c) The vehicle shall be used for **transportation of waste generated during drain cleaning, desilting operations, emergency sanitation activities, and special cleanliness drives**, ensuring timely disposal and prevention of secondary waste accumulation.
- d) It shall further be utilized for **safe transportation of carcasses and putrefied waste materials to designated disposal locations** in accordance with public health and sanitation requirements.
- e) The Tipper vehicle shall support **emergency sanitation response during heavy rainfall, flood-like situations, drain choking, waterlogging, public nuisance complaints, festival sanitation management, and Swachh Survekshan activities**.
- f) The vehicle shall ensure **safe, hygienic, timely, and uninterrupted transportation of sanitation waste without spillage, environmental pollution, or public inconvenience**, particularly when used with covered tarpaulin systems.

g) The item is essential for maintaining **efficient solid waste transportation logistics, cleanliness of urban areas, environmental hygiene, and proper municipal sanitation management.**

13. Tractor with Tipping Trailer / Tractor Trolley

a) The tractor with tipping trailer/tractor trolley shall be used for **collection of municipal solid waste/town waste from roadsides, markets, commercial areas, drains, public places, sanitation-sensitive locations, and waste-generating points within the municipal area.**

b) It shall be utilized for **transportation and deposit of collected waste at designated secondary collection points**, ensuring proper transfer of waste prior to final transportation to processing or disposal facilities.

c) The vehicle shall support **collection and transportation of drain silt, sludge, desilted waste, roadside dumpings, garbage vulnerable point (GVP) waste, black spot waste, bulky waste, vegetation waste, carcasses, and sanitation-related debris.**

d) It shall be used for **ward-level sanitation operations, drain cleaning activities, emergency sanitation response, and cleanliness drives**, particularly in internal roads, narrow streets, and localities where larger vehicles have limited access.

e) The tractor trolley shall further be utilized during **festival sanitation, public grievance redressal, Swachh Survekshan activities, emergency cleaning operations, and monsoon preparedness works.**

f) The equipment is essential for ensuring **timely collection, transportation, and transfer of municipal waste, uninterrupted sanitation operations, improved waste logistics, and maintenance of public hygiene.**

14. Tarpaulin for Covered Waste Transportation Vehicle

a) The tarpaulin shall be used for **covering municipal solid waste transportation vehicles including tractors, Tippers, TIPPER vehicles, and other waste carrying vehicles during transportation of municipal solid waste and sanitation-related materials.**

b) It shall be utilized to **prevent spillage of waste materials, drain silt, sludge, garbage, debris, carcasses, vegetation waste, and sanitation-related materials during transit**, thereby preventing roadside littering and environmental pollution.

c) The tarpaulin shall help in **controlling foul odour, dust emission, windblown waste scattering, and public nuisance during transportation of waste materials across urban areas.**

d) It shall be used for **protection of waste materials from rainwater ingress during monsoon and adverse weather conditions**, thereby preventing leachate generation, excessive wet waste accumulation, and unhygienic conditions.

e) The item shall support **compliance with Solid Waste Management Rules and prescribed sanitation standards for covered transportation of waste**, ensuring safe and environmentally sound waste handling practices.

f) The tarpaulin is essential for maintaining **cleanliness of transportation routes, environmental sanitation, public convenience, hygienic waste transportation, and overall municipal sanitation efficiency.**

2.4 Personal Protective Equipment (PPE) Kits

The Service Provider shall provide adequate **Personal Protective Equipment (PPE) Kits** to all personnel deployed for **road sweeping, drain cleaning, de-siltation, conservancy cleaning, waste collection, transportation, and other sanitation activities.**

The PPE kits shall include, but not be limited to, the following:

- **Gumboots**
- **Hand Gloves**
- **Face Masks**
- **Reflective/Luminous Garments or Jackets** printed with **“ON SMC DUTY”**
- **Protective Safety Eyewear**
- **Raincoats**, wherever required during monsoon and adverse weather conditions

The Service Provider shall ensure that PPE kits are provided in **adequate quantity, proper size, and usable condition**, and shall be **replaced immediately upon damage, wear and tear, or becoming unserviceable.**

The minimum replacement frequency of PPE items shall be as follows:

Sl. No	PPE Item	Image	Minimum Replacement Frequency
1	Rubber Hand Gloves		Once in every 15 (Fifteen) days or earlier if damaged
2	Face Masks		As per requirement or immediately upon wear/damage
3	Reflective/Luminous Jacket		Once in every 06 (Six) months or earlier if damaged

4	Gumboots		Once in every 06 (Six) months or earlier if damaged
5	Protective Safety Eyewear		Immediate replacement if damaged/unusable
6	Raincoat		Once in every 12 (Twelve) months or earlier if damaged

No sanitation worker/personnel shall be permitted to perform sanitation work without wearing the prescribed PPE and protective gear.

The Service Provider shall be solely responsible for ensuring **safety, health, and occupational protection** of the sanitation workers deployed under this Contract. Any lapse in compliance may attract **penalty or other action**, as deemed appropriate by the Authority.

2.5 Monitoring

All vehicles engaged by the **Service Providing Agency (SPA)** for sanitation activities shall be equipped with a **GPS-enabled Vehicle Monitoring System**, and the **user ID, password, and access credentials** of the monitoring system shall be shared with **Sambalpur Municipal Corporation (SMC)** for real-time monitoring and supervision.

The Service Provider shall ensure that the **GPS system remains functional in at least 98% of the vehicles deployed for sanitation services at all times**. In case the GPS coverage in working condition falls below **98% of the total deployed vehicles**, the Authority may impose **penalty** as per the terms and conditions of the Contract.

Any **non-functional or defective GPS device** shall be repaired or replaced by the Service Provider **within 24 (Twenty-Four) hours** from the time of detection/reporting of malfunction.

The sanitation activities undertaken by the Service Provider shall be monitored by the authorized field functionaries of **Sambalpur Municipal Corporation**, including but not limited to:

- **Sanitary Inspectors**
- **Sanitation Experts**
- **Sector Officers**

- **Ward Officers**
- **Swachha Supervisors**
- **Swachha Sathis, and**
- **Any other authorized officials designated by SMC.**

The Service Providing Agency shall extend **full cooperation and assistance** to the monitoring officials during inspection, verification, supervision, and performance assessment.

The reports/observations of the field functionaries shall be treated as an **important basis for assessment of performance, service quality, compliance, and imposition of penalties, if any**, by the Authority.

The Service Providing Agency shall nominate **at least one authorized representative/coordinator** for liaison and coordination with the officials, field staff, and sanitation cell of **SMC**, for smooth execution and monitoring of sanitation services.

The Service Provider shall ensure that **no Garbage Vulnerable Point (GVP)** develops or persists within the assigned zone. Any garbage accumulation point identified by SMC shall be **cleaned immediately**, and preventive measures shall be taken to avoid recurrence.

The Service Provider shall upload and share **geo-tagged photographs of cleaned Garbage Vulnerable Points (GVPs), sanitation activities, and waste clearance works** in the designated **WhatsApp group(s)** created by SMC on a **daily basis**, which shall be monitored by the **Sanitation Cell of SMC** for review and performance tracking.

Failure to **upload geo-tagged photographs on a daily basis**, repeated non-compliance in **GPS monitoring requirements**, non-sharing of access credentials, prolonged GPS malfunction beyond the stipulated period, or submission of incorrect/misleading monitoring information shall be treated as **deficiency in service**, and may attract **penalty, deduction in payment, or any other action**, as deemed appropriate by the Authority as per the terms and conditions of the Contract.

In case of repeated violations or continued non-compliance despite directions of the Authority, the same may also be taken into consideration **while assessing the performance of the Service Provider for continuation, renewal, or extension of the Contract**.

2.6 Proposed Disposal Method for Municipal Solid Waste at Wealth Centres

For effective management of **Municipal Solid Waste (MSW)**, the **Sambalpur Municipal Corporation (SMC)** has adopted a **decentralized waste management system** through establishment and operation of **Wealth Centres**, comprising of **Micro Composting Centres (MCCs)** and **Material Recovery Facilities (MRFs)**.

The **segregated wet and dry waste** collected from the assigned wards shall be transported by the Service Provider to the **tagged MCCs and MRFs** for further processing, segregation, recycling, composting, and scientific disposal, as directed by SMC from time to time.

The **list of wards along with corresponding tagged MCCs and MRFs** shall be provided by SMC and shall form part of this Bid Document.

The Service Provider shall ensure **segregation-wise transportation and disposal of waste** in the following manner:

Category of Waste	Disposal / Processing Facility
Biodegradable / Wet Waste	To the tagged Micro Composting Centre (MCC)
Dry / Non-Biodegradable Waste	To the tagged Material Recovery Facility (MRF)
Inert Waste	To the designated Landfill Site / Sanitary Landfill Facility
Waste generated from Street Sweeping, Drain Cleaning & Bush Uprooting (Biodegradable Portion)	To the tagged MCC of the concerned ward/zone
Non-Biodegradable Waste from Street Sweeping, Drain Cleaning & Conservancy Activities	To the tagged MRF / designated disposal site

The Service Provider shall ensure that **waste meant for processing at MCCs/MRFs is not mixed with inert waste or landfill waste during transportation**, and segregation shall be maintained throughout collection, transportation, and disposal operations.

The Service Provider shall comply with all instructions issued by **SMC regarding tagging, routing, unloading, segregation, and disposal of waste at Wealth Centres**, and no deviation shall be made without prior approval of the Authority.

Any violation in segregation, unauthorized dumping, or disposal of waste at locations other than the designated facilities shall be treated as **deficiency in service** and may attract **penalty or other action**, as decided by the Authority.

2.7 Grievance Redressal

The **Service Providing Agency (SPA)** shall ensure delivery of sanitation services in an efficient and responsive manner so as to minimize public complaints relating to sanitation, waste collection, drain cleaning, conservancy services, and other related activities.

The **Sambalpur Municipal Corporation (SMC)** receives public grievances through various platforms/modules, including telephone, WhatsApp, online applications, public grievance systems, and other mechanisms as notified from time to time.

Any grievance related to sanitation services received by **SMC** shall be immediately communicated to the authorized representative of the Service Provider for prompt action.

The Service Provider shall ensure that all grievances related to sanitation services are attended to on **utmost priority basis** and resolved within the prescribed timeline in coordination with SMC. Compliance/action taken report shall be communicated to the concerned authority immediately after resolution.

The Service Provider shall establish and maintain a **Rapid Response Team (RRT)** for grievance redressal to address sanitation-related complaints within the stipulated time limit in coordination with SMC.

A dedicated **Grievance Redressal Cell** shall be established and operated at the **SMC Office**, functioning in **two shifts**, for receiving and monitoring sanitation-related complaints.

The Service Provider shall provide and maintain:

- A dedicated telephone number for grievance receipt;

- A **dedicated WhatsApp number** for receiving complaints, photographs, and location details;
- Necessary manpower for grievance handling and field response; and
- Required vehicles, equipment, internet, communication facilities, and logistics.

The grievance redressal mechanism shall function **in addition to** the existing grievance applications, platforms, and facilities developed/provided by the **Government/SMC**, and shall not substitute the existing system.

There shall be **one dedicated grievance response team for each assigned zone**, responsible for attending and resolving complaints in a timely manner.

The Service Provider shall maintain a **separate Grievance Register for each Zone**, in physical and/or digital form, containing details of:

- Date and time of complaint received;
- Name/contact details of complainant (where available);
- Nature and location of grievance;
- Time of response and resolution; and
- Action taken and compliance status.

The entire provisioning of **manpower, vehicles, communication systems, internet, telephones, equipment, and operational expenditure** for grievance redressal shall be the **sole responsibility of the Service Provider**.

No negligence, delay, or non-compliance in redressal of sanitation-related grievances shall be entertained by the Authority. Delay in grievance redressal, repeated complaints from the same location, or failure to attend complaints within the prescribed time may attract **penalty, deduction in payment, or any other action**, as deemed appropriate by the Authority.

The performance of the Service Provider in grievance redressal shall also be taken into consideration while **assessment of service quality, performance evaluation, continuation, renewal, or extension of the Contract**.

2.8 Citizen Feedback Mechanisms

The **Service Provider** shall ensure delivery of sanitation services to the satisfaction of the citizens within the assigned zone.

For assessment of service quality and public satisfaction, the Service Provider shall maintain **Citizen Feedback Registers** in every ward of the assigned zone through the manpower/personnel deployed for sanitation activities.

The format of the **Citizen Feedback Register** shall be prescribed by the **Sambalpur Municipal Corporation (SMC)** from time to time.

The Citizen Feedback Register shall contain, at a minimum, the following details:

- **Date of feedback;**
- **Name and locality/ward of citizen** (*optional*);

- **Nature of feedback/complaint/suggestion;**
- **Level of satisfaction regarding sanitation services; and**
- **Remarks/action taken, if any.**

The Service Provider shall ensure that the **Citizen Feedback Registers are maintained properly and updated regularly.**

The completed **Citizen Feedback Registers** shall be submitted to the **Sanitation Cell of SMC** on the **last working day of every month** for verification and assessment of the quality of sanitation services being provided in the concerned areas.

The feedback received from citizens shall be considered during **performance assessment, service quality monitoring, grievance evaluation, and renewal/extension of the Contract**, wherever applicable.

Repeated adverse feedback, poor citizen satisfaction, or failure to maintain feedback registers properly may attract **penalty, deduction in payment, or any other action**, as deemed appropriate by the Authority.

2.9 Carcass Lifting and Disposal

The **Service Provider** shall be responsible for **lifting, transportation, and disposal of all animal carcasses/dead bodies** found within the assigned zone by deploying its own manpower, machinery, vehicles, and necessary sanitation materials.

The carcasses/dead animals shall be transported and disposed of at the **designated disposal site/landfill site** as specified by the Authority and in accordance with applicable environmental and public health norms.

Any information received regarding **animal carcasses/dead bodies** within the assigned zone, whether reported by **SMC officials, field staff, grievance platforms, or citizens**, shall be attended to **immediately and disposed of within 06 (Six) hours** from the time of receipt of information or instruction from the Authority.

The Service Provider shall ensure that no complaint relating to **animal carcass lifting and disposal** remains unattended. Any delay, negligence, or failure in lifting/disposal of carcasses within the prescribed timeline shall be treated as **deficiency in service** and may attract **penalty, deduction in payment, or any other action**, as deemed appropriate by the Authority.

The Service Provider shall also ensure **safe handling, lifting, transportation, disinfection, and disposal** of carcasses so as to prevent foul smell, public nuisance, environmental hazards, or spread of disease.

2.10 Coordination with Sambalpur Municipal Corporation Officials and Field Functionaries

The sanitation activities undertaken by the **Service Provider** shall be monitored and supervised by the authorized officials and field functionaries of **Sambalpur Municipal Corporation (SMC)**, including but not limited to:

- **Nodal Officer**
- **Health Officer**
- **Sanitation Experts**
- **Sanitary Inspectors**
- **Sector Officers**

- **Ward Officers**
- **Swachha Supervisors**
- **Swachha Sathis, and**
- Any other authorized officials designated by SMC from time to time.

The Service Provider shall extend **full cooperation, coordination, and assistance** to the officials and field functionaries of SMC during inspection, supervision, verification, monitoring, grievance redressal, emergency response, and sanitation service delivery.

The Service Provider shall nominate and communicate the details of its **authorized representative/coordinator** to SMC, who shall act as the **single point of coordination** with the office, field staff, and other officials of Sambalpur Municipal Corporation for smooth implementation of sanitation services.

The authorized representative/coordinator of the Service Provider shall remain available and responsive at all times for communication, coordination, and compliance with instructions issued by the Authority.

The Service Provider or its authorized representative shall **mandatorily attend all sanitation-related meetings, review meetings, emergency meetings, inspections, or coordination meetings** convened by SMC whenever called upon by the Authority.

The Service Provider shall deploy **at least one Supervisor in each ward** within the assigned zone for day-to-day monitoring and supervision of sanitation activities.

The complete details of the deployed Supervisors, including **name, contact number, ward assigned, and identification details**, shall be shared with SMC before commencement of work and updated whenever any change occurs.

The Supervisors shall be responsible for **monitoring sanitation activities, attendance of manpower, grievance response, cleanliness status, waste collection, drain cleaning, and compliance with instructions issued by SMC officials** within their respective wards.

The Supervisors shall comply with and implement all lawful instructions issued by the **field functionaries of SMC** in relation to sanitation service delivery.

Any non-cooperation, absence from meetings, failure to deploy supervisors, or non-compliance with directions issued by SMC officials shall be treated as **deficiency in service** and may attract **penalty, deduction in payment, or any other action**, as deemed appropriate by the Authority.

2.11 IEC (Information, Education & Communication) Campaign

The Service Provider shall actively participate in **Information, Education & Communication (IEC) Campaigns** relating to sanitation, cleanliness, waste segregation, source segregation, hygiene, plastic waste reduction, and public awareness, as directed by **Sambalpur Municipal Corporation (SMC)** from time to time.

The sanitation workers and supervisory staff deployed by the Service Provider shall participate in **awareness campaigns, rallies, public outreach programmes, door-to-door awareness activities, Swachhata Drives, cleanliness awareness programmes, and behavioural change communication activities** for promoting sanitation and public participation.

The Service Provider shall ensure active participation of manpower in IEC activities for:

- **Promoting source segregation of waste;**

- Discouraging littering and open dumping;
- Encouraging proper waste disposal practices;
- Creating awareness regarding cleanliness and hygiene; and
- Disseminating sanitation-related information among citizens.

The IEC activities shall be undertaken in coordination with SMC officials and field functionaries, as and when instructed by the Authority.

The Service Provider shall ensure availability of adequate manpower and logistical support during such IEC activities without hampering regular sanitation services.

Failure to participate in IEC activities as directed by the Authority shall be treated as **non-compliance of contractual obligations** and may attract **penalty or other action**, as deemed appropriate by the Authority.

2.12 Door-to-Door Municipal Waste Collection

The Service Provider shall ensure **100% door-to-door collection of municipal solid waste** from all households, commercial establishments, institutions, markets, shops, and other waste-generating establishments within the assigned wards/zone, in accordance with the instructions of Sambalpur Municipal Corporation (SMC) and applicable Solid Waste Management Rules.

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



The Service Provider shall ensure collection of municipal solid waste strictly in segregated form through a four-stream segregation system comprising:

- I. Wet/Biodegradable Waste
- II. Dry/Recyclable Waste
- III. Sanitary Waste
- IV. Domestic Hazardous/Special Care Waste

in accordance with the Solid Waste Management Rules, 2026 and directions issued by the Government from time to time. Mixing of segregated waste during collection, transportation, transfer, or disposal shall be strictly prohibited.

The selected agency shall coordinate with SMC officials for **separate collection and monitoring of Bulk Waste Generators (BWGs)** including hotels, marriage halls, institutions, apartments, commercial establishments etc.

The agency shall maintain a record of BWGs and report instances of non-segregation to SMC for enforcement action.

Only segregated waste shall be transported to designated transfer points / MRFs / processing facilities.

The agency shall assist in segregation, loading/unloading and channelization of dry recyclable waste to designated **MRFs** and authorized recyclers as directed by SMC.

2.12.1 Provision of Vehicles

A total of **21 (Twenty-One) Light Commercial Vehicles (LCVs)** shall be provided by Sambalpur Municipal Corporation (SMC) for door-to-door collection of municipal solid waste in the assigned zone. The Service Provider shall utilize the said vehicles exclusively for sanitation and waste collection purposes and shall ensure proper deployment, upkeep, and operation of the vehicles.

2.12.2 Fuel, Lubricants and Operational Cost

The cost of fuel, lubricants, hydraulic oil, engine oil, coolant, washing, consumables, and day-to-day operational expenditure of the LCVs shall be borne entirely by the Service Provider.

2.12.3 Deployment of Driver and Loader

The **Service Provider shall deploy one (01) Driver and one (01) Loader/Helper for each vehicle**, and the expenditure towards salary, wages, EPF, ESI, uniforms, safety gears, and all statutory liabilities shall be borne by the Service Provider.

The Service Provider shall ensure availability of adequate standby manpower to avoid disruption of sanitation services in case of absence or non-availability of drivers/loaders.

2.12.4 Minor Repair and Routine Maintenance of Vehicles

To ensure smooth operation and uninterrupted sanitation services within the jurisdiction of Sambalpur Municipal Corporation, the Service Provider shall undertake regular **minor repair, preventive maintenance, and routine servicing** of the SMC-owned LCVs deployed under sanitation services.

The scope of minor repair and maintenance shall include, but not be limited to, the following:

(a) Exterior Components of Vehicles

Lights, spare wheels, tyre puncture/repair, doors, windscreen, wiper blades, battery, mirrors, indicators, horn, locks, and other allied minor repairs.

(b) Interior and Routine Mechanical Maintenance

Instrument panel, steering wheel, windscreen washer fluid, engine coolant, engine oil, brake fluid, power steering fluid, seat belts, checking oil leakage, replacement of engine oil, oil filter, fuel filter, coolant top-up, hydraulic oil replacement/filling, wheel alignment, greasing, preventive servicing, and other routine maintenance works necessary for smooth functioning of vehicles.

The Service Provider shall follow the preventive maintenance schedule/manual, if any, prescribed by SMC for upkeep of the vehicles.

2.12.5 Vehicle Maintenance, Responsibilities & Penalty for SMC-Provided Vehicles

A. Scope of Routine Maintenance (Agency's Responsibility) In order to ensure the timely upkeep of SMC-owned Light Commercial Vehicles (LCVs) and to avoid delays in essential sanitation operations, the Service Provider shall be solely **responsible** for carrying out **all minor repairs and routine preventive maintenance**. The Bidder must completely factor the cost of all minor repairs, consumables, and routine maintenance into their overall quoted Financial Bid.

The scope includes, but is not limited to: periodic servicing, engine oil/lubricant replacement, oiling and greasing, hydraulic oil replacement, minor mechanical repairs, replacement of filters and consumables, tire puncture repairs and inflation, brake adjustments, minor electrical fixes, and maintaining overall vehicle hygiene. **No bills, vouchers, or invoices shall be entertained or reimbursed by the Employer for these routine maintenance activities.**

B. Mandatory Reporting & Logbooks The Service Provider must maintain a dedicated maintenance logbook for each SMC-owned vehicle. To ensure the Corporation's assets are not being neglected, the Service Provider must submit copies of the servicing records and logbooks to the Mechanical Engineer / Vehicle Section of SMC on a quarterly basis, or alongside the monthly bill if demanded by the Authority. These documents are strictly for compliance verification and audit purposes, not for reimbursement.

C. Penalty for Improper Maintenance To ensure the operational readiness, safety, and longevity of the SMC-provided fleet, the vehicles shall be subject to periodic unannounced inspections by the Mechanical Engineer or a designated authority of the Sambalpur Municipal Corporation. If any vehicle is found to be improperly maintained, in an unhygienic condition, or grounded due to the Agency's negligence in performing the routine maintenance outlined in Sub-Clause A, a strict penalty of **Rs. 2,000/- (Rupees Two Thousand only) per vehicle, per month** shall be imposed. This penalty amount shall be directly deducted from the Agency's subsequent monthly running bill without the requirement of further notice.

D. Statutory Fines and Traffic Violations The Agency shall ensure that all vehicles are operated by validly licensed drivers in strict adherence to the Motor Vehicles Act and all prevailing traffic rules. Any e-challans, fines, or **statutory penalties** levied by the Regional Transport Office (RTO), Traffic Police, or any other authority arising from traffic violations, **over-speeding**, reckless driving, or unauthorized parking shall be the sole financial responsibility of the Agency. The equivalent **fine amount shall be directly adjusted and recovered from the Agency's subsequent monthly running bill.**

2.12.6 Major Repair, Breakdown, Routine Maintenance, and Alternate Vehicle Deployment

A. Demarcation of Major Breakdowns (Employer Responsibility) Any major repair and replacement involving the engine, gearbox, chassis, body structure, or major mechanical/catastrophic failure of SMC-owned Light Commercial Vehicles (LCVs) shall be borne by Sambalpur Municipal Corporation (SMC). Major capital repairs and insurance claims shall be coordinated by the Employer.

B. Exception for Agency Negligence Notwithstanding Sub-Clause A, if a major breakdown or damage is attributable to the negligence, mishandling, misuse, reckless operation, or failure to perform scheduled routine maintenance by the Service Provider or its personnel (e.g., engine seizure due to running without coolant or oil), the entire cost of the repair shall be recovered from the Agency. The Agency is mandated to immediately report any major breakdown or accident to the SMC Mechanical Engineer within 24 hours of occurrence.

C. Alternate Vehicle Deployment & Payment (Market Hiring) In case any LCV provided by SMC becomes permanently non-functional, breaks down, or is rendered unfit for operation, the Service Provider shall

immediately arrange and deploy an alternate vehicle of equivalent specification and capacity from the open market to ensure uninterrupted sanitation services, subject to prior approval of the competent authority of SMC.

- **Payment Mechanism:** Payment towards the engagement of such alternate market-hired vehicles shall be made by SMC strictly as per the prevailing hired vehicle rates notified by the Finance Department, Government of Odisha.
- **Driver Cost Deduction:** Since the remuneration for the driver is already provisioned and paid under the regular Manpower Deployment component of this Contract, the specific driver hiring component mentioned in the Finance Department notification shall be entirely deducted from the monthly vehicle hire charges to prevent double payment.

D. Routine Maintenance and Minor Repairs (Agency Responsibility) In order to ensure the timely upkeep of SMC-owned LCVs, improve vehicle longevity, minimize breakdowns, and avoid delays in essential sanitation operations, the Service Provider shall be solely responsible for carrying out all minor repairs and routine preventive maintenance of the deployed LCVs.

- **Cost Factoring:** The Bidder must completely factor the cost of all minor repairs, consumables, and routine maintenance into their overall quoted percentage rate. No separate or additional reimbursement shall be provided by SMC for routine maintenance.
- **Scope of Work:** The Service Provider's maintenance scope includes, but is not limited to, utilizing the vehicles exclusively for sanitation and performing: i. Periodic vehicle maintenance and servicing; ii. Engine oil and lubricant replacement; iii. Oiling and greasing; iv. Hydraulic oil replacement; v. Minor mechanical repairs; vi. Replacement of filters and consumables; and vii. Any other essential upkeep required for smooth and uninterrupted functioning of the vehicles.
- **Mandatory Reporting & Verification for Bill Processing:** The Service Provider must maintain a dedicated maintenance logbook for each SMC-owned vehicle. To ensure the Corporation's assets are not being neglected, the Service Provider must submit copies of the servicing records, GST invoices for replaced parts/oils, and maintenance vouchers to the Mechanical Engineer / Transport Section of SMC on a quarterly basis, or alongside the monthly bill if demanded by the Authority. These maintenance records must be verified by the Mechanical Engineer prior to the processing and payment of the Agency's monthly operational bill. Failure to properly maintain the vehicles or submit verifiable maintenance records shall attract penalties or recovery of damages.

2.12.7 Door-to-Door Segregated Waste Collection

The Service Provider shall ensure **100% door-to-door collection of segregated waste** from all households and commercial establishments **without exception**.

No household, street, lane, by-lane, institution, or commercial establishment shall remain uncovered under the door-to-door collection system.

The Service Provider shall ensure **daily collection of waste** as per the prescribed route plan and collection schedule approved by SMC.

Each Vehicle shall cover **at least 1000 household/non household** per day and collect a minimum of **1350kg segregated waste per day**. In case the service provider covered a minimum number of households but collected less than **675 kg of waste per day**, then proportionate deduction shall be made from the daily bill pertaining to the vehicle as per the hire charges guideline of **Finance Department O.M. No. 15836/F dated 27.05.2025, Point "B" of Page No. 02**.

Operations & Maintenance of the weigh bridges at the assigned wealth centre is the sole responsibility of the service provider/agency. Daily weight reports of the Door-to-Door Segregated Waste Collection vehicles must be submitted along with the monthly bill.

2.12.8 Source Segregation and Awareness

The Service Provider shall promote **source segregation of waste** and encourage citizens to hand over **wet waste and dry waste separately**.

The sanitation staff shall create awareness among citizens regarding:

- Segregation of waste at source;
- Avoidance of littering/open dumping;
- Timely handing over of waste to collection vehicles; and
- Cleanliness and sanitation practices.

2.12.9 Awareness Song / Public Information System

All LCVs deployed for door-to-door waste collection shall mandatorily be fitted with **Public Announcement (PA) System/Speaker System** for playing sanitation awareness messages and songs.

The Service Provider shall provide **pen drives/audio devices containing sanitation awareness songs, citizen information messages, source segregation awareness content, and Swachhata messages**, as approved by SMC.

The awareness song/messages shall be played during door-to-door waste collection for **citizen awareness, route identification, and public participation in sanitation activities**.

2.12.10 GPS Monitoring and Renewal

The GPS devices installed in the LCVs by Sambalpur Municipal Corporation (SMC) shall be handed over to the Service Provider for operational use during the contract period.

The Service Provider shall ensure that the GPS devices remain functional at all times, and the cost towards renewal/recharge/subscription, maintenance, servicing, repair, replacement of accessories, SIM charges, and uninterrupted operation of the GPS system during the service period shall be borne by the Service Provider.

The Service Provider shall ensure that all vehicles operate strictly as per the approved route plan and collection schedule, and vehicle movement shall remain under continuous GPS monitoring.

Any tampering, intentional switching off, non-functioning GPS, route deviation, or prolonged interruption in GPS operation shall be treated as deficiency in service and may attract penalty, deduction in payment, or other action, as deemed appropriate by the Authority.

2.12.11 Cleanliness and Vehicle Hygiene

The Service Provider shall ensure that all vehicles engaged for waste collection are **clean, roadworthy, and hygienic**, and no waste spillover, foul smell, or littering occurs during transportation.

Vehicles shall be **washed and cleaned regularly** and maintained in proper working condition.

2.12.12 Complaint Redressal

Any complaint regarding **non-collection of waste, missed households, improper behaviour of staff, delay in collection, or non-playing of awareness messages** shall be attended to on priority and resolved immediately by the Service Provider.

Failure to ensure **100% door-to-door waste collection**, repeated public complaints, or negligence in service delivery shall be treated as **deficiency in service** and may attract **penalty, deduction in payment, or other action**, as decided by the Authority.

2.12.13 Service Delivery Compliance

The Service Provider shall ensure proper, efficient, and uninterrupted delivery of door-to-door waste collection and transportation services in accordance with the standards prescribed by **Sambalpur Municipal Corporation (SMC)**.

The Service Provider shall comply with the following requirements:

a. Safe Transportation and Disposal

The Service Provider shall ensure **safe transportation, handling, and unloading of collected municipal solid waste** to the **tagged Wealth Centres (MCC/MRF)** or designated disposal facilities, without spillage, littering, or environmental nuisance.

b. Safety of Manpower

The Service Provider shall ensure adequate **safety and welfare of all manpower deployed** and provide necessary **Personal Protective Equipment (PPE)** including gloves, masks, gumboots, reflective jackets, safety eyewear, and other protective gear as required.

c. Uniform and Identity

All manpower deployed by the Service Provider shall mandatorily wear **uniform/apron during working hours**, bearing the **logo/name of SMC**, in a design approved by the Authority.

The Service Provider shall also provide **identity cards** to all deployed personnel.

d. Vehicle Identification

All vehicles engaged in sanitation and door-to-door waste collection shall have **permanent name plates/display boards** clearly indicating:

- **Name of Sambalpur Municipal Corporation (SMC);**
- **“ON SMC DUTY” marking; and**
- **Helpline/Complaint Number** for grievance redressal.

e. Compliance with Fuel Emission Norms

All vehicles engaged in service delivery shall comply with **fuel emission standards and environmental norms** as prescribed under applicable laws and statutory provisions.

f. Vehicle Documents and Driver Compliance

The drivers of the transportation vehicles shall carry **valid Driving Licence, Registration Certificate (RC), Insurance, Fitness Certificate, Pollution Under Control (PUC), and other statutory documents** as required under applicable **Motor Vehicle Laws and RTO Rules**.

g. Daily Washing, Cleaning and Disinfection of Vehicles

The Service Provider shall ensure **daily washing, cleaning, and disinfection of all transportation vehicles**, as per the prescribed schedule.

A proper **vehicle cleaning and maintenance register/logbook** shall be maintained and made available to the Authority for **inspection and verification** whenever required.

h. Public Information and Route Awareness

The Service Provider shall undertake dissemination of information regarding:

- **Vehicle movement schedule;**
- **Manpower deployed;**
- **Collection routes and timings; and**
- **Citizen awareness regarding waste collection services.**

Such information shall be displayed through **wall paintings, banners, flex boards, stickers, public notices, or other suitable means** at conspicuous places within the respective service area.

The entire expenditure in this regard shall be borne by the **Service Provider**.

i. Citizen Feedback Collection

The Service Provider shall collect **public feedback** from citizens availing door-to-door waste collection services in the **prescribed format provided by SMC**.

The feedback shall be collected by the **vehicle driver/loader or authorized personnel** from **at least 10% of households/non-households** covered under the respective route.

The **Citizen Feedback Register** shall be submitted to **SMC along with the monthly bill** for verification and performance assessment.

Format for Citizen Feedback

Vehicle Registration No.: _____

Date	Sl. No.	Name of Location / Stoppage	Name of Citizen	Contact No. of Citizen	No. of Feedback	Signature	Remarks

2.12.14 Service Delivery Schedule

The tentative **time schedule/work schedule** for door-to-door collection of municipal solid waste shall be as follows:

Activities	Time Schedule
Door-to-door collection of solid waste from households/commercial establishments	06:00 AM to 11:00 AM and 06:00 PM to 09:00 PM

The Service Provider shall ensure the presence of deployed manpower and vehicles **every day at the prescribed schedule and designated routes**.

The Service Provider shall maintain the **same timing and route schedule as far as practicable**. However, the timing and route may be modified with **prior approval of SMC Authorities**, subject to adequate communication to the affected public/citizens.

The Service Provider shall ensure uninterrupted operation of services on **all 365 days of the year**, including Sundays, public holidays, festivals, and emergency situations.

SMC reserves the right to modify/change the service timing, route, collection schedule, manpower deployment, or operational requirements as deemed necessary in public interest or for improvement of sanitation services.

2.13 MANPOWER DEPLOYMENT AND WELFARE

A. Scope

The **Service Provider** shall deploy adequate manpower, supervisory staff, and supporting personnel for effective sanitation service delivery in the assigned zone in accordance with **Swachh Bharat Mission (SBM) Guidelines**, Solid Waste Management Rules, and instructions issued by **Sambalpur Municipal Corporation (SMC)** from time to time.

The Service Provider shall comply with the following requirements:

1. Deployment of Manpower

The Service Provider shall deploy **sanitary workers, supervisors, and other necessary personnel in each ward** as per **SBM guidelines**, operational requirements, and instructions of SMC for sanitation service delivery, including management of **GPS, biometric attendance, Management Information System (MIS), and monitoring mechanisms** within the assigned zone.

2. Minimum Manpower Requirement

The **minimum manpower requirement** for each activity/part shall be as indicated in the respective sections of the Bid Document. The Service Provider shall maintain the prescribed manpower strength at all times.

Any **short deployment, absenteeism without replacement, or insufficient manpower** affecting sanitation services shall attract **penalty, deduction in payment, or other action**, as deemed appropriate by the Authority.

3. Display of Manpower Details

The Service Provider shall display the details of **sanitation workers, lane/beat allocation, supervisors, local manager/coordinator of the agency, and contact details** through a **flex board/display board** at a prominent place in each ward, preferably at the **Ward Office** or any location identified by SMC.

4. Timely Payment of Salary and Statutory Dues

The Service Provider shall ensure **timely payment of wages/salary, EPF contribution, ESI contribution, and other statutory dues** to all deployed personnel in accordance with applicable labour laws and government norms.

Delay or default in payment of wages or statutory dues shall be treated as **serious deficiency in service** and may attract action by the Authority.

5. Health Insurance and Social Welfare Coverage

The Service Provider shall ensure counselling and facilitation of sanitation workers for **health insurance, accidental insurance, and enrolment in eligible Government social welfare schemes**, wherever applicable.

6. Identity Cards

The Service Provider shall issue **valid Identity Cards (ID Cards)** to all sanitation workers and supervisory personnel.

The ID card shall contain, at minimum:

- Name of worker;
- Photograph;
- Designation;
- Ward/Beat/Street assigned;
- Name of Agency; and
- Emergency contact details.

No worker shall be deployed without proper identification.

7. Beat/Location-Specific Deployment Plan

The Service Provider shall prepare a **beat/location-specific manpower deployment plan** in accordance with **SBM Guidelines** for the assigned zone and obtain approval from **SMC within 15 (Fifteen) days from signing of the Agreement/MoU**.

The approved deployment plan shall be adhered to throughout the contract period, unless modified with approval of SMC.

8. Weekly Off / Roster System

The manpower deployment plan shall be designed in such a manner that **each worker is provided one weekly off day on roster basis**, while ensuring uninterrupted sanitation services on **weekends, Government holidays, festivals, and emergency situations**.

9. Standby / Reserve Manpower

The Service Provider shall maintain **adequate reserve manpower** so that sanitation work is not disrupted due to **absence, illness, leave, emergencies, or any other reasons** affecting deployed workers.

10. Mechanization of Sanitation Activities

The Service Provider shall endeavour to **mechanize sanitation activities**, including **street sweeping, drain de-siltation, bush cutting, branch trimming, conservancy cleaning, and allied activities**, to improve efficiency and minimize hazardous manual labour.

The manpower deployed shall be adequately **trained for operation of sanitation machinery/equipment**.

11. Mechanized Bush Uprooting and Branch Trimming

Labour-intensive activities such as **bush uprooting, grass cutting, branch trimming, and similar operations** shall preferably be mechanized to ensure **efficiency, speed, and worker safety**.

12. Personal Protective Equipment (PPE)

It shall be mandatory for the Service Provider to provide adequate **Personal Protective Equipment (PPE)** to all sanitation workers and ensure compulsory usage during duty hours.

The PPE shall include, as applicable:

- Gloves;

- Masks;
- Gumboots;
- Reflective jackets/aprons;
- Safety eyewear;
- Raincoats; and
- Other protective gear required for sanitation work.

The Service Provider shall ensure periodic replacement of damaged/unserviceable PPE items.

No sanitation worker shall be allowed to perform sanitation duties **without prescribed PPE**.

13. PPE Procurement and Distribution Plan

The Service Provider shall prepare a **PPE procurement, distribution, maintenance, and replacement plan** with respect to different sanitation activities and the type/frequency of PPE required.

The same shall be submitted to and approved by **SMC**.

The Service Provider shall be liable for **penalty** if sanitation workers are found working **without suitable PPE**.

14. Quarterly Health Camp and Counselling

The Service Provider shall organize **mandatory quarterly health camps** for sanitation workers.

The workers and their immediate family members shall also be counselled regarding:

- Occupational health and hygiene;
- Health awareness;
- Alcoholism and substance abuse; and
- Preventive healthcare measures.

15. Capacity Building and Training

The Service Provider shall organize **periodic workshops, training programmes, capacity-building sessions, and exposure activities** in coordination with **SMC** for dissemination of:

- Best sanitation practices;
- Safety protocols;
- Use of modern equipment/machinery;
- New sanitation technologies; and
- Behavioural and service improvement practices.

16. Performance Recognition and Discipline

The Service Provider shall identify and submit the names of **best-performing sanitation workers in each ward on monthly basis** to SMC for recognition and encouragement.

Similarly, **negligent, absentee, or defaulting workers** shall be identified, counselled, warned, or replaced to ensure discipline and quality of sanitation services.

17. Supply of Tools and Tackles

The Service Provider shall provide adequate **equipment, brooms, sanitation tools, and tackles** to workers, including but not limited to:

Iron plate, crowbar, sardi, belcha, gandua, wheelbarrows, hand tools, cleaning equipment, and allied materials, so that sanitation work does not suffer due to shortage of materials.

18. ICT-Based Real-Time Monitoring

The Service Provider shall establish an **ICT-based real-time monitoring mechanism**, including **geo-fencing facility, biometric attendance, GPS tracking, and digital monitoring systems**, to ensure that workers perform assigned duties in their designated beats/locations.

The access credentials and monitoring details shall be shared with SMC.

19. Replacement of Manpower with Machinery

The Service Provider may, with **prior approval of SMC**, replace manpower with suitable **machinery/equipment within the approved cost framework**, provided that:

- Service quality is not compromised;
- Efficiency is improved; and
- There is no adverse impact on sanitation outcomes within the assigned zone.

2.14 RESOURCE DEPLOYMENT

Effective sanitation service delivery depends upon **adequate deployment, regular attendance, punctuality of manpower, and availability of sufficient vehicles, machinery, and equipment** in the field. Since sanitation is an **essential public service**, the Service Provider shall ensure uninterrupted deployment of manpower and resources at all times.

The Service Provider shall deploy the **minimum manpower, vehicles, and machinery** as specified below. Any shortfall in deployment without prior approval of **Sambalpur Municipal Corporation (SMC)** shall be treated as **deficiency in service** and may attract **penalty, deduction in payment, or any other action**, as deemed appropriate by the Authority.

A. Minimum Manpower Deployment

Sl. No.	Item	Category	Total No. of Manpower to be Engaged
1	Area Supervisor	Semi Skilled	9
2	CSW	Skilled	28

3	Sanitation Worker (<i>including Door-to-Door Waste Collection Vehicle Loaders</i>)	Unskilled	240
4	Loaders for Tractors (<i>02 Loaders for each Tractor</i>)	Unskilled	18
5	Driver for SMC owned Door-to-Door Collection Vehicles	Semi Skilled	21

The Service Provider shall ensure that the above manpower remains **regular, punctual, and available in the assigned wards/zones** for effective sanitation service delivery.

Any absenteeism, shortage of manpower, or failure in deployment shall be immediately compensated by deploying **replacement/standby manpower** without affecting service delivery.

B. Minimum Vehicle and Machinery Deployment

Sl. No.	Type of Vehicle / Machinery	Purpose / Use	Minimum Quantity
1	Tractor	Waste collection and transportation	09
2	Backhoe Loader-cum-Excavator	Miscellaneous sanitation works including drain cleaning and waste lifting	02
3	Tractor back hoe loader	Miscellaneous sanitation works	02
4	TIPPER Vehicle	Miscellaneous sanitation works and transportation	01

The Service Provider shall ensure that all vehicles and machinery deployed remain in **good working condition, roadworthy, and operational at all times**.

The Service Provider shall maintain **adequate standby arrangements** to avoid disruption of sanitation services in case of breakdown, maintenance, accident, or emergency.

C. Vehicle Model and Fuel Compatibility

All vehicles and machinery deployed under the Contract shall be of **Model Year 2020 or newer**, maintained in **good working and roadworthy condition**, and shall mandatorily be **E20 fuel-compatible**, wherever applicable.

All vehicles deployed for sanitation services shall possess valid **Registration Certificate (RC), Insurance, Fitness Certificate, Pollution Under Control (PUC), Road Permit, and other statutory documents**, as required under applicable laws and Motor Vehicle Rules.

The Service Provider shall ensure that all deployed vehicles and machinery remain **operational, safe, and fit for sanitation work throughout the contract period**. Any vehicle becoming unserviceable shall be **repaired or replaced immediately** to avoid disruption of sanitation services.

D. Monitoring and Service Delivery Compliance

The Service Provider shall establish a robust mechanism for **real-time monitoring of manpower, vehicles, route compliance, attendance, and sanitation activities** through **GPS, biometric attendance, geo-fencing, MIS, and other ICT-based monitoring systems**, as applicable.

The Service Provider shall ensure that:

- **Vehicles report on duty on time** as per approved deployment schedule;
- **Manpower remains present and punctual** in their assigned beats/locations;
- **No sanitation activity is disrupted** due to shortage of manpower, vehicles, or machinery; and
- **Adequate reserve manpower and vehicles** are maintained for uninterrupted service delivery.

Failure in deployment of prescribed manpower, delayed reporting of vehicles, breakdown without replacement, or disruption of sanitation activities due to inadequate resources shall be treated as **serious deficiency in service** and may attract **penalty, deduction in payment, or any other action**, as deemed appropriate by the Authority.

E. Emergency and Special Event Deployment

1. **Obligation to Deploy:** In the event of any emergency, special event, fair, festival, VIP visit, natural calamity, or public gathering, sweeping and cleaning activities shall be undertaken as per the instructions of the field functionaries or the Authority. The Service Provider shall mandatorily deploy additional manpower and machinery within the notice period specified by the Authority.
2. **Payment Terms:** Payment for such additional, authorized manpower shall be made on a pro-rata basis (per man-day) based strictly on the prevailing minimum wage rates of the equivalent category of labor (Unskilled, Semi-Skilled, or Skilled) as established under this Contract. No premium, administrative markup, or additional overhead charges shall be payable for emergency deployments.
3. **Mandatory Verification Mechanism:** To claim payment for emergency or special event deployment, the Service Provider must strictly adhere to the following verification process:
 - **Prior Written Order:** The deployment must be backed by a written or digital instruction issued by the Commissioner or an authorized Officer, not below the rank of Deputy Commissioner of Sambalpur Municipal Corporation.
 - **Independent Attendance:** The Service Provider must maintain a separate, dedicated manual or biometric attendance sheet for the emergency staff, which must be cross-verified and countersigned on-site on the exact day of deployment by the respective Sanitary Inspector.
 - **Separate Billing:** Claims for emergency deployment must not be mixed with the regular monthly operational bills. They must be submitted as a separate, itemized supplementary bill accompanied by the verified attendance sheets and the original deployment order. Failure to provide daily countersigned attendance will result in the forfeiture of the payment claim.

2.14.1 DEPLOYMENT OF VEHICLES

A. General Vehicle Deployment

- The Service Provider shall operate the SMC-provided Door-to-Door LCVs and deploy a sufficient number of their own suitable vehicles and machinery for the collection and transportation of different categories of waste to designated destinations as prescribed in this Bid Document, so that no garbage, silt, floating material, or waste remains unattended on roads, drains, or any public place.
- The Service Provider shall deploy vehicles in good working condition. All vehicles and machinery independently procured and deployed by the Service Provider shall be of Model Year 2020 or newer at the time of commencement of operations.
- The complete list of vehicles, along with registration details, ownership details, GPS details, insurance, fitness, and statutory compliance documents, shall be submitted to obtain approval from SMC prior to commencement of operations. In case of replacement of any approved vehicle, prior approval of SMC shall be obtained.

- The Service Provider shall comply with all applicable laws, regulations, permits, and statutory norms for the procurement, deployment, and operation of vehicles/assets/resources.

B. Management of SMC-Owned LCVs

For the SMC-owned LCVs handed over to the Service Provider, the Authority shall provide the initial Registration Certificate (RC) and valid documents at the time of handover.

- The timely renewal and payment of statutory fees for Commercial Insurance, Fitness Certificates, Road Tax, and Pollution Under Control (PUC) certificates for these SMC-owned LCVs throughout the Contract period shall remain the responsibility and cost of Sambalpur Municipal Corporation (SMC).
- While the Authority shall bear the cost of renewals, the Service Provider shall be strictly responsible for tracking the expiry dates of all statutory documents for the vehicles under their possession. The Service Provider must intimate the Authority in writing at least 30 (Thirty) days prior to the expiry of any document.
- Furthermore, the Service Provider shall ensure that the vehicles are made available and driven to the designated Regional Transport Office (RTO) or testing centers, without disrupting daily sanitation services, for any physical inspections required to process these renewals.
- Upon completion or termination of the Contract period, the LCVs provided by SMC shall be returned to the Corporation in good, clean, and fully serviceable condition, subject to normal wear and tear.

C. Routing, Tracking, and Standby Arrangements

- The Service Provider shall prepare a vehicle deployment plan for each activity, indicating vehicle type, route, starting point, end point, trip schedule, and time imprint, within 15 (Fifteen) days from the Commercial Operation Date (COD) and obtain approval from SMC.
- Before commencement of every month, the Service Provider shall submit a vehicle-wise detailed monthly deployment plan for information/approval of SMC. Bills shall be processed based on the approved deployment plan and actual performance.
- The Service Provider shall ensure GPS-based route adherence. Any deviation from the approved route without prior permission of SMC shall be treated as a deficiency in service.
- **Standby Fleet:** The Service Provider shall maintain adequate reserve/standby vehicles for their privately deployed fleet. In the event of a breakdown or scheduled maintenance of their own private vehicles, the Service Provider shall immediately arrange a suitable private standby vehicle at their own cost. **(Note: Alternate vehicle deployment for SMC-owned LCVs shall be governed strictly by the market-hiring and payment provisions detailed in Clause 2.12.6 (C)).**

D. Operational Restrictions & Safety

- Vehicles deployed for collection of street sweeping waste shall transport the collected waste to the designated Wealth Centre (MCC/MRF) for dry waste processing or to the designated landfill site for disposal of inert waste, as applicable.
- Green waste, leaves, branches, and biodegradable vegetation shall not be mixed with sweeping waste or drain de-siltation materials and shall be transported separately. Vehicles deployed for transportation of drain de-siltation material shall transport the debris directly to the designated sanitary landfill site.
- The Service Provider shall deploy sufficient vehicles for lifting and transportation of waste from bins in market areas such that bins are cleared within 24 (Twenty-Four) hours or before reaching 75% of storage capacity, whichever is earlier.

- All vehicles transporting waste, silt, or sanitation materials shall be properly covered through tarpaulin, covered body, or hard-top enclosure to ensure no littering, foul smell, spillage, or environmental nuisance occurs during transportation.
- Vehicles deployed for sanitation activities shall not be engaged for any other work or purpose. Transportation of unauthorized materials shall attract severe penalties.
- All vehicles shall be equipped with a First Aid Box and shall prominently display the SMC logo/name, Swachhata slogan, grievance Helpline, and Vehicle tare weight/capacity.

E. Manpower Code of Conduct

All deployed manpower shall:

- Wear prescribed uniform/dress code approved by SMC;
- Carry duly attested Identity Cards (ID Cards) issued by the Service Provider;
- Use necessary Personal Protective Equipment (PPE); and
- Maintain polite, disciplined, and respectful behaviour towards the general public.

F. Mechanism for Permanent Breakdown of SMC-Owned LCVs

1. **Declaration of Permanent Breakdown:** If the broken-down SMC-owned vehicle cannot be brought back to service, it shall be jointly inspected by the Mechanical Engineer / Transport Section of SMC. If the Authority formally declares the vehicle as permanently damaged, unserviceable, or beyond economical repair, the stop-gap arrangement shall transition into a formal hiring arrangement.
2. **Long-Term Replacement Mechanism:** Upon written instruction from the Authority, the Service Provider shall supply a permanent replacement LCV for the remainder of the Contract period. To ensure operational reliability and strict compliance with the Finance Department's hiring guidelines, this replacement vehicle **shall not be more than 3 (three) years old from the date of its initial registration** at the time of deployment, and must be in excellent working condition. *(Alternatively, the Authority may mandate a brand new vehicle if deemed necessary for route efficiency).*
3. **Payment and Driver Cost Adjustment:** The payment for this replacement vehicle shall be processed on a monthly basis, strictly adhering to the following financial conditions:
 - **FD Approved Rates:** The base hiring rate for the vehicle shall be fixed as per the prevailing hired vehicle rates notified by the Finance Department, Government of Odisha.
 - **Deduction of Driver Charges:** Since the remuneration for the "Driver for SMC owned Door-to-Door Collection Vehicles" is already provisioned and paid under the Manpower Deployment component of this Contract, the specific driver allowance/hiring component mentioned in the Finance Department notification shall be entirely deducted from the monthly vehicle hire charges.
 - **Avoidance of Double Payment:** Under no circumstances shall the Service Provider claim both the manpower wages for the driver under the main contract and the driver component of the FD vehicle hiring rate simultaneously.
4. **Fuel Reimbursement (FD Norms):** The cost of fuel for operating the permanent replacement vehicle shall be reimbursed to the Service Provider strictly in accordance with the prevailing mileage norms (Kilometers per Liter) and guidelines stipulated by the Finance Department, Government of Odisha, for hired vehicles. To claim this reimbursement, the Service Provider must maintain and submit a separate, daily certified logbook detailing the exact route kilometers covered by the replacement vehicle, verified by the respective Sanitation Expert.

2.14.2 FACIAL RECOGNITION-BASED BIOMETRIC ATTENDANCE SYSTEM

The Service Provider shall establish and maintain an effective Facial Recognition-based Biometric Attendance System for monitoring the attendance of all sanitation personnel deployed in the assigned zone.

The scope under this item shall include the following:

1. **Mandatory Facial Recognition:** The Service Provider shall provide a separate Facial Recognition-based Biometric Attendance System for each assigned ward to record, monitor, and report the attendance of sanitation workers, supervisors, drivers, loaders, and other deployed personnel on a daily basis.
2. **Geo-Fencing and Liveness Detection:** The system shall mandatorily be a non-contact, Face Recognition-based system featuring "liveness detection" (anti-spoofing to prevent attendance marking via photographs or videos). It must also include an in-built geo-fencing/location tracking facility to ensure attendance is marked only from designated work locations and assigned wards.
3. **Real-Time Integration:** The Attendance System shall be integrated with a web-based and/or mobile application-based software platform for real-time monitoring and attendance management.
4. **Report Generation:** The software/system shall have the provision for the generation of:
 - Daily attendance reports;
 - Ward-wise attendance reports;
 - Shift-wise attendance reports;
 - Monthly attendance statements; and
 - Absenteeism and manpower deployment reports.
5. **Shared Access:** The attendance records shall be accessible by both Sambalpur Municipal Corporation (SMC) and the Service Provider.
6. **Cloud/Server Sync:** The system shall be equipped with GPRS/GPS-enabled technology or any other advanced communication mechanism to ensure the instantaneous relay of attendance records to the server/database, which shall be accessible by both parties.
7. **Validation for Payment:** Only attendance records captured and verified through the Facial Recognition-based Attendance System shall be treated as valid attendance records for reporting, manpower verification, bill processing, and the release of payment by SMC.
8. **Downtime Resolution:** Any non-functional, defective, or non-operational Attendance System shall be repaired or replaced by the Service Provider within 24 (Twenty-Four) hours from the time of malfunction/reporting.
9. **Capacity Building:** The Service Provider shall organize training programmes for SMC officials/staff regarding the operation, access, monitoring, and report generation of the web-based/mobile app-based attendance software at its own cost.
10. **Prohibition of Manual Attendance:** The Service Provider shall ensure 100% attendance compliance through facial biometric recording. No manual attendance shall be considered valid unless specifically permitted by the Authority in writing under exceptional technical failure circumstances.
11. **Penalty for Tampering:** Any tampering, manipulation, proxy attendance, false attendance entry (including photo-spoofing), geo-location bypass, or misuse of the Attendance System shall be treated as a serious deficiency in service and may attract a penalty, deduction in payment, or other action, as deemed appropriate by the Authority.
12. **Operational Costs:** The Service Provider shall ensure the uninterrupted functioning of the attendance system, including internet connectivity, server support, maintenance, device replacement, software subscription, and technical support throughout the contract period at its own cost.

2.14.3 GPS Monitoring of Vehicles

The Service Provider shall establish and maintain an effective **GPS-based Vehicle Monitoring System** for real-time tracking, route monitoring, and operational supervision of all vehicles engaged in sanitation activities under this Contract.

The scope under this item shall include the following:

1. The **GPS devices already installed by Sambalpur Municipal Corporation (SMC)** in the LCVs shall be handed over to the Service Provider for operational use during the contract period.

For other vehicles deployed by the Service Provider, the Service Provider shall install and maintain **GPS tracking systems of equivalent or superior specification**, as approved by SMC.

2. The Service Provider shall ensure that all vehicles deployed for sanitation activities are equipped with **GPS-enabled tracking systems** integrated with a **web-based and/or mobile application-based vehicle tracking software**.
3. The GPS system shall be equipped with **GPRS/GPS or any other advanced communication mechanism** to transmit **real-time data instantaneously** to the server/platform, which shall be accessible by both **SMC and the Service Provider**.
4. The GPS monitoring software shall have provision to record and generate details regarding:
 - Trip details and trip history;
 - Live location tracking of vehicles;
 - Stoppage duration and exact stoppage location;
 - Ignition ON/OFF timing;
 - Route deviation alerts;
 - Vehicle tampering alerts; and
 - Operational activity logs.
5. GPS trackers installed in waste collection vehicles shall have capability to detect **engagement/activity status**, including **bin lifting activity (lifting/lowering mechanism)**, wherever applicable.
6. The software shall have provision for **automatic generation of daily, weekly, monthly, and periodic reports**, and automatic emailing of reports to the designated **official email ID of SMC**.
7. The Service Provider shall maintain an effective reporting system for all installed GPS trackers and shall provide the following reports as and when required by SMC:
 - Live location of vehicles with detailed activity;
 - Trip details and stoppage reports;
 - Working hour reports;
 - Bin lifting/collection activity reports;
 - Route chart and route adherence report of each vehicle;
 - Vehicle-wise performance reports; and
 - Periodic reports to the designated email ID of SMC.

8. To facilitate monitoring of route deviation and service delivery, the Service Provider shall submit a **route chart/route map for each vehicle within 30 (Thirty) days from issuance of Work Order/commencement of work**, and obtain approval from SMC.
9. The Service Provider shall organize **training programmes for SMC officials/staff** regarding operation, monitoring, and report generation of the **web-based/mobile app-based GPS software**, at its own cost.
10. All installed GPS trackers shall remain **functional and operational at all times**, and the Service Provider shall ensure **minimum 98% operational GPS coverage** across deployed vehicles.
11. Any **non-functional, defective, or non-operational GPS device** shall be repaired or replaced **within 24 (Twenty-Four) hours** from the time of malfunction or reporting.

The cost towards **renewal/recharge/subscription, maintenance, SIM charges, servicing, software support, repair, and uninterrupted operation of the GPS system** during the contract period shall be borne by the **Service Provider**.

12. The reports generated through the **GPS tracking system shall be treated as valid operational records for service verification, monitoring, bill processing, performance assessment, and release of payment** by SMC.
13. Any **tampering, intentional switching off of GPS, manipulation of data, route deviation without approval, prolonged non-functionality, or submission of false/misleading GPS information** shall be treated as **serious deficiency in service** and may attract **penalty, deduction in payment, or any other action**, as deemed appropriate by the Authority.

2.14.4 Setting up of State-of-the-Art Control Room / Local Office

The Service Provider shall establish, operate, and maintain a **State-of-the-Art Control Room / Local Office** within the jurisdiction of **Sambalpur Municipal Corporation (SMC)** for effective coordination, monitoring, supervision, grievance handling, and reporting of sanitation and solid waste management activities during the contract period.

The scope under this item shall include the following:

1. The Service Provider shall establish a **fully functional Control Room/Local Office** equipped with necessary infrastructure, communication systems, monitoring tools, software, and instruments to facilitate **real-time monitoring and management of sanitation services**.
2. The Control Room shall function as the **central monitoring and coordination centre** for all sanitation and solid waste management activities under the assigned zone(s).
3. The Service Provider shall ensure **real-time tracking and monitoring of the Biometric Attendance System**, including:
 - Attendance of sanitation workers;
 - Supervisor attendance;
 - Ward-wise deployment;
 - Absenteeism tracking; and
 - Attendance reporting.
4. The Control Room shall facilitate **real-time monitoring of vehicle movement through GPS tracking systems**, including:
 - Live vehicle location;

- Route compliance;
- Trip details;
- Stoppage duration;
- Vehicle activity status; and
- Route deviation alerts.

5. The Service Provider shall deploy **adequate skilled and technical manpower** for:

- Registration of grievances/complaints;
- Monitoring and compliance of customer/public complaints related to sanitation and SWM;
- Coordination with field staff and SMC officials;
- Report generation and data management; and
- Operation of GPS, biometric attendance, MIS, and other monitoring systems.

The Control Room shall function on a **24×7 basis** for effective grievance redressal and operational monitoring.

6. The Service Provider shall provide and maintain all required **hardware, software, and ICT infrastructure**, including but not limited to:

- **Server system** with adequate capacity/specification to manage GPS tracking, biometric attendance, and sanitation monitoring;
- Desktop computers/laptops;
- Internet connectivity;
- Printers/scanners;
- Telephone/mobile communication systems;
- CCTV monitoring (wherever required); and
- Applications/platforms developed by **Housing & Urban Development (H&UD) Department, Government of Odisha**, and any additional systems required by SMC.

7. The Control Room shall generate, maintain, and monitor various reports relating to **Solid Waste Management (SWM)**, including:

- Daily sanitation reports;
- Vehicle movement reports;
- Biometric attendance reports;
- Grievance redressal reports;
- Route compliance reports;
- Manpower deployment reports; and
- Performance/compliance reports.

8. The Control Room shall continuously monitor **timely redressal of public grievances and sanitation complaints**, and ensure prompt communication with field teams for immediate action.

9. The Service Provider shall nominate **dedicated nodal personnel/operators** for operation of the Control Room and shall share their details with SMC.

10. The Service Provider shall ensure uninterrupted operation of the Control Room, including **power backup, internet connectivity, server maintenance, software support, and technical assistance**, at its own cost.
11. The Local Office/Control Room shall maintain all **registers, records, complaint logs, attendance records, GPS reports, and monitoring documents**, which shall be made available to SMC for inspection and verification whenever required.
12. Failure to establish, maintain, or effectively operate the Control Room, or failure in real-time monitoring and grievance handling, shall be treated as **deficiency in service** and may attract **penalty, deduction in payment, or any other action**, as deemed appropriate by the Authority.

2.15 SERVICE DELIVERY COMPLIANCE AND GRIEVANCE REDRESSAL

I. Service Delivery Compliance

The Service Provider shall ensure effective, uninterrupted, and satisfactory sanitation service delivery in the assigned zone in accordance with the provisions of this Bid Document, approved operational plan, and directions issued by **Sambalpur Municipal Corporation (SMC)** from time to time.

Failure to comply with prescribed service standards, timelines, manpower deployment, vehicle deployment, waste handling procedures, or grievance redressal obligations shall be treated as **deficiency in service** and may attract **penalty, deduction in payment, or other action**, as deemed appropriate by the Authority.

i. Sweeping

1. The Service Provider shall ensure **100% sweeping and cleaning of all streets, roads, lanes, by-lanes, market areas, commercial areas, bathing ghats, public places, footpaths, open spaces, and other notified areas** within the assigned zone, as per the approved frequency and deployment plan, with effect from the **Commercial Operation Date (COD)**.
2. Sweeping shall be carried out in accordance with the **approved schedule, route plan, and timing**, ensuring that no area remains unattended.
3. The Service Provider shall ensure **timely lifting, collection, transportation, and disposal of sweeping waste** from designated collection points to the **designated Wealth Centre (MCC/MRF), landfill site, or disposal location**, as instructed by SMC.
4. The sweeping waste shall **not be dumped, accumulated, or allowed to enter nearby drains, culverts, water bodies, or open spaces** under any circumstances.
5. Vehicles engaged for **secondary collection and transportation of sweeping waste** shall be **properly covered through tarpaulin or enclosed body system**, so that no littering, foul smell, or spillage occurs during transportation.
6. The Service Provider shall deploy the **minimum approved number of sweepers, supervisors, and vehicles** in each ward to ensure proper and uninterrupted sweeping services.
7. Any **missed area, unattended sweeping waste, irregular sweeping, public complaint, or repeated non-performance** shall be treated as **deficiency in service** and may attract **penalty or deduction in payment**.

ii. Drain Cleaning and De-siltation

1. The Service Provider shall ensure **daily removal of floating waste, plastics, debris, vegetation, and other obstructions from open and surface drains** within the assigned zone.
2. Any **blockage/choking of drains, culverts, water channels, or discharge into Mahanadi/other water bodies/MSD due to negligence**, resulting in stagnation or overflow of drain water, shall invite **penalty**.

3. All drains within the assigned zone shall be **de-silted at least once in every 15 (Fifteen) days**, i.e., **minimum two times in a month**, and the Service Provider shall ensure that **no blockage, choke, water stagnation, or overflow** exists at any point of time.
4. The de-silted material removed from drains shall be **lifted and transported within the prescribed timeline (preferably within 24 hours)** to the **designated sanitary landfill/disposal site** identified by SMC.
5. Vehicles transporting **drain silt/de-silted debris** shall be **waterproof and properly covered through tarpaulin or enclosed body system** to prevent spillage, foul smell, and littering on public roads during transportation.
6. Waste generated from **street sweeping, drain de-siltation, bush uprooting, and conservancy cleaning** shall **not be mixed with household, commercial, or door-to-door collected waste streams**.

The **biodegradable/green waste portion** shall be transported to the **designated MCC**, whereas **inert waste and drain silt** shall be transported to the **designated landfill/sanitary landfill site** as instructed by SMC.

7. Failure to maintain drain cleanliness, delay in de-siltation, improper disposal, mixing of waste streams, or public complaints relating to drain overflow/blockage shall attract **penalty, deduction in payment, or any other action**, as deemed appropriate by the Authority.

iii. Bush Uprooting, Conservancy Cleaning and De-weeding

1. The Service Provider shall ensure **100% coverage of bush uprooting, conservancy cleaning, grass cutting, and de-weeding activities** within the assigned zone as per the approved schedule and operational requirement.
2. Bush uprooting, conservancy cleaning, and de-weeding activities shall be undertaken on a **fortnightly basis or as directed by SMC**, ensuring that public places, roadsides, drainsides, open spaces, vacant plots, and garbage vulnerable points remain clean and free from vegetation growth.
3. The **green waste, leaves, grass, branches, and biodegradable vegetation** generated from bush uprooting and de-weeding shall be handled separately and **shall not be mixed with street sweeping waste, drain de-siltation waste, or inert waste**.
4. The biodegradable/green portion generated from bush uprooting and de-weeding shall be **transported to the designated Micro Composting Centre (MCC)/Wealth Centre** for processing, as directed by **Sambalpur Municipal Corporation (SMC)**.
5. The Service Provider shall ensure immediate lifting and transportation of uprooted materials so that no waste remains unattended in public places.
6. Failure to achieve the prescribed target, delay in lifting of uprooted vegetation, improper disposal, or mixing of waste streams shall be treated as **deficiency in service** and may attract **penalty, deduction in payment, or other action**, as deemed appropriate by the Authority.

iv. Lifting of Animal Carcass

1. The Service Provider shall ensure **lifting, transportation, and scientific disposal of all animal carcasses/dead bodies** found within the assigned zone.
2. The carcasses shall be **disposed of through scientific burial at the designated landfill/disposal site at Sikirdi**, or any other site designated by **SMC** from time to time.
3. Any occurrence or information regarding animal carcasses received from **SMC officials, field functionaries, grievance systems, or citizens** shall be attended to **immediately and in no case later than 06 (Six) hours** from receipt of information.

4. The Service Provider shall ensure proper **lifting, handling, transportation, disinfection, and disposal** of carcasses to avoid foul smell, public nuisance, environmental hazards, or spread of disease.
5. Delay in lifting, non-disposal within prescribed timeline, or repeated complaints relating to carcass removal shall attract **penalty, deduction in payment, or other action**, as deemed appropriate by the Authority.

v. Vehicle Deployment and Maintenance of Resources

1. The Service Provider shall deploy the required number of **vehicles, auto Tippers, tractors, excavators (BACK HOE LOADER CUM EXCAVATOR), nallah cleaners, Battery Operated Vehicles (BoVs), wheelbarrows, pushcarts, tricycles, bins, and other sanitation equipment/resources** as per the approved deployment plan.
2. The Service Provider shall deploy adequate **secondary collection vehicles, auto Tippers, tractors, and transportation vehicles** for timely collection and transportation of waste.
3. The Service Provider shall deploy the required number of **fixed/movable bins of appropriate size and capacity**, as per the approved deployment plan and requirement of different wards within the assigned zone, which may be revised by SMC from time to time.

Failure to deploy the approved number of bins/resources shall attract **penalty**.

4. The bins deployed shall be maintained in **good, usable, and hygienic condition**, and shall not be broken, damaged, undersized, or improperly placed leading to overflow or access by stray animals such as cows, dogs, etc.

Wherever required, bins shall be **secured/fixed through chains or suitable mechanism** to prevent overturning or displacement by stray cattle/animals.

5. The Service Provider shall ensure that bins are **emptied within 24 (Twenty-Four) hours or before reaching 75% of storage capacity, whichever is earlier**.
6. The **surrounding area of the bins shall be kept clean, hygienic, and free from littering** at all times.

The Service Provider shall undertake **daily application of bleaching powder, spraying of disinfectants, and cleaning around Garbage Vulnerable Points (GVPs)**.

Decorative measures such as **rangoli, awareness markings, paintings, or anti-littering visual communication** may also be undertaken at GVPs to discourage littering and improve aesthetics.

7. All bins deployed at different locations shall be **washed, cleaned, and disinfected** as per the **approved bin cleaning schedule**. Dirty bins, foul smell, overflow, or unhygienic conditions shall attract **penalty**.
8. All **wheelbarrows, pushcarts, tricycles, and allied equipment** shall be **repaired or replaced immediately upon detection of damage, crack, wear, or unserviceability**.

Door-to-door waste collection and sanitation services shall not be disrupted due to shortage or breakdown of such equipment.

9. Missing or damaged assets such as **wheelbarrows, pushcarts, bins, tricycles, and allied sanitation equipment** shall be identified and replaced immediately to ensure uninterrupted service delivery.
10. Vehicles, pushcarts, wheelbarrows, tricycles, bins, and other assets deployed for sanitation services under **SMC** shall be used **strictly for the purposes specified in this Bid Document only**.

Use of such assets for **private purposes, unauthorized activities, transportation of non-assigned materials, or activities contrary to the scope of work** shall be strictly prohibited.

Unauthorized use of sanitation assets, including lifting of **Construction & Demolition (C&D) waste** or private material without approval, shall attract **penalty, deduction in payment, or any other action**, as deemed appropriate by the Authority.

vi. Maintenance of Bins and Waste Collection Points

1. The **colour coding of bins/containers** shall be strictly maintained in accordance with the provisions of the **Solid Waste Management Rules, 2026**, and guidelines issued by **Government of Odisha/SMC** from time to time.
2. The Service Provider shall ensure a proper **bin clearing/lifting schedule**, such that waste from all bins and collection points is **cleared at least once in every 24 (Twenty-Four) hours or before reaching 75% of storage capacity, whichever is earlier**.
3. There shall be **no overflow of waste, garbage, refuse, or litter from bins/containers** due to inadequate capacity, delayed lifting, irregular collection, or improper placement.
4. The Service Provider shall ensure that the **surrounding area of all bins, litter bins, containers, and waste collection points remains clean, hygienic, and litter-free at all times**.
5. The Service Provider shall maintain all bins/containers in **good operational and hygienic condition**, ensuring:
 - No breakage or structural damage;
 - Proper placement and stability;
 - No toppling of bins;
 - Covers/lids remain intact and functional; and
 - Adequate capacity for waste storage.
6. **Dumping of waste on open ground, floor, roadside, drain side, vacant land, or any unauthorized location is strictly prohibited.**
7. **Open dumping points/spots and unauthorized littering locations (Garbage Vulnerable Points - GVPs)** within the service area shall not be permitted under any circumstances.

The Service Provider shall identify and eliminate such vulnerable points through **continuous monitoring, timely waste lifting, cleaning, awareness activities, anti-littering measures, signage, rangoli, barricading, or any other preventive mechanism** approved by SMC.

8. Waste shall **not be disposed of, unloaded, or dumped at any place other than the locations designated/approved by SMC**, including **MCC, MRF, transfer stations, landfill sites, or authorized disposal facilities**.

Disposal or dumping of waste at any unauthorized location shall be treated as **serious deficiency in service**, and repeated violations may lead to **penalty, deduction in payment, blacklisting, or termination of contract**, as deemed appropriate by the Authority.

9. The Service Provider shall ensure **safe transportation of Municipal Solid Waste in properly covered vehicles/containers** to the designated **transfer station, Wealth Centre (MCC/MRF), landfill site, or authorized disposal facility**, without spillage, foul smell, or environmental nuisance.
10. **Dry municipal solid waste, including dry leaves, paper, plastic, packaging waste, and similar materials, shall not be burnt under any circumstances.**

Open burning of waste by the Service Provider or its manpower shall be strictly prohibited and shall attract **penalty**.

11. There shall be **no overflow of garbage/refuse/waste from community bins and containers**.

In case waste is found littered outside bins/containers for any reason, the Service Provider shall immediately deploy manpower to **collect, lift, and place the waste inside the designated bins or transport the same to authorized disposal locations without delay**.

12. The surroundings of **containers, litter bins, and waste collection points** within the service area shall be **cleaned thoroughly through sweeping and sanitation measures**, ensuring that scattered waste is collected and placed inside bins/containers.
13. The Service Provider shall ensure that the **ground/surface at locations where vehicles stop for loading, unloading, or temporary waste handling** is **cleaned, washed (wherever necessary), and disinfected with approved disinfectants/bleaching powder** on a regular basis to maintain hygiene and prevent foul smell or public nuisance.
14. The Service Provider shall undertake **periodic washing, cleaning, and disinfection of bins/containers** as per the approved schedule to prevent **foul smell, vector breeding, unhygienic conditions, or public complaints**.

Failure to maintain cleanliness of bins and waste collection points shall attract **penalty, deduction in payment, or other action**, as deemed appropriate by the Authority.

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

1. The Service Provider shall **physically inspect the allotted zone** and prepare a detailed **Activity-wise Action Plan** for sanitation services, including **street sweeping, drain cleaning, bush uprooting, conservancy cleaning, waste collection, transportation, grievance redressal, manpower deployment, and vehicle deployment**, and submit the same to **Sambalpur Municipal Corporation (SMC)** for approval within **15 (Fifteen) days from the Commercial Operation Date (COD)**.
2. The approved Action Plan shall be **reviewed, revised, and updated every month** based on field requirements, seasonal requirements, public grievances, special events, festivals, monsoon preparedness, or directions issued by SMC.
3. The Service Provider shall submit a **Monthly Advance Action Plan** for each activity, incorporating required modifications, deployment strategy, manpower planning, vehicle deployment, route plans, grievance redressal strategy, and other operational changes, **at least 07 (Seven) days before commencement of every month** for approval by SMC.
4. The Service Provider shall submit an **Action Taken Report (ATR)** against the approved Monthly Action Plan while submitting the monthly bill.

The ATR shall include:

- Activity-wise compliance status;
- Ward-wise sanitation performance;
- Manpower and vehicle deployment details;
- Special sanitation drives undertaken;
- Grievances attended and resolved;
- Deviations, if any, with justification; and
- Photographic evidence, wherever required.

5. The **Monthly Action Taken Report** shall be duly certified/signed by the concerned:

- **Ward Officer;**

- **Swachha Sathi;**
- **Representative of SHG (wherever applicable); and**
- **One prominent citizen/resident of the concerned ward, as a measure of service verification.**

6. Submission of incomplete, false, misleading, or non-verified reports shall be treated as **deficiency in service** and may affect **bill processing, performance evaluation, or release of payment.**

viii. Welfare Measures for Sanitation Workers

1. The Service Provider shall provide adequate **Personal Protective Equipment (PPE)** to each sanitation worker and ensure its **mandatory usage during working hours.**

The PPE shall include, as applicable:

- Gloves;
 - Face masks;
 - Gumboots;
 - Reflective jackets/aprons;
 - Safety eyewear;
 - Raincoats; and
 - Other protective gears required for sanitation work.
2. The **quality, specification, and sample of PPE** proposed to be supplied shall be obtained **prior approval from SMC** before distribution to sanitation workers.
3. The Service Provider shall ensure **adequate occupational safety and welfare measures** for all deployed manpower, including provision of:
- Accident insurance;
 - Health insurance (where applicable);
 - Safe working conditions; and
 - Necessary emergency support mechanisms.
4. **Engagement of child labour is strictly prohibited** under any circumstances.

If any instance of child labour is detected, the same shall be treated as a **serious contractual violation**, which may lead to **penalty, termination of contract, blacklisting, and legal action**, as deemed appropriate by the Authority.

5. The Service Provider shall periodically identify and submit details of **best-performing sanitation workers** to SMC for recognition, motivation, and appreciation.

Similarly, negligent, absentee, or poorly performing workers may be identified for counselling, disciplinary measures, or replacement to improve service quality.

6. The Service Provider shall organize **periodic health check-ups, counselling sessions, and awareness programmes** for sanitation workers regarding occupational safety, hygiene, health risks, and substance abuse prevention.

7. The Service Provider shall ensure **timely payment of wages, EPF, ESI, statutory benefits, and other labour welfare measures** in accordance with applicable labour laws and Government norms.

ix. Grievance Redressal

The Service Provider shall establish an effective **Grievance Redressal Mechanism** for prompt registration, monitoring, tracking, and resolution of sanitation-related complaints within the assigned zone.

The grievance redressal system shall include complaints received through the following channels:

1. **Dedicated Telephone Helpline**

The Service Provider shall provide and maintain **02 (Two) hunting telephone lines connected to a single dedicated number** for receipt of sanitation-related complaints.

All incoming calls shall be **logged, recorded, and documented**, and the call log shall be maintained properly and submitted for verification by **SMC at the end of every month**.

Each complaint call received shall be **registered and taken into account for action and reporting purposes**.

2. **Social Media Platforms**

Complaints received through **social media platforms** (WhatsApp, Facebook, X/Twitter, Instagram, etc.) relating to sanitation services shall be monitored and attended to by the Service Provider.

3. **ULB Odisha Portal / Government Platforms:-** Complaints received through **ULB Odisha portal, Government grievance platforms, or other digital governance systems** shall be treated on priority basis.

4. **Swachhata App / Swachhata Platform:-** Complaints received through the **Swachhata App or any sanitation-related mobile application/platform** shall be monitored and resolved within the prescribed timeline.

5. **Complaints/Issues Detected by SMC Officials:-** Any sanitation-related deficiencies, complaints, or issues identified by **SMC officials, Ward Officers, Sanitary Inspectors, Swachha Supervisors, Swachha Sathis, Sector Officers, or other field staff** shall be treated as valid grievances and attended to immediately.

6. **Complaint Registration and Tracking**

All complaints received through any mode shall be **registered at the Control Room**, and a **system-generated Unique Complaint ID** shall be generated for tracking and monitoring purposes.

7. **Complaint Transfer and Resolution**

Complaints registered at the Control Room shall be immediately transferred to the concerned field team/operator for resolution within the prescribed timeline.

The Service Provider shall ensure placement of **adequate manpower, vehicles, equipment, control room staff, communication facilities, and logistical support** for timely grievance redressal.

8. **Confirmation after Redressal**

After redressal of the grievance, **confirmation/feedback shall be obtained from the complainant**, wherever possible, and the same shall be recorded in the grievance register/system.

9. Control Room Functionality

The Service Provider shall ensure that the **Control Room functions at optimum strength and operational capacity on a 24×7 basis**.

Any disruption, negligence, non-functioning, inadequate staffing, or operational failure of the Control Room attributable to the Service Provider shall be treated as **serious deficiency in service**.

Table-13: Timeline for Grievance Redressal

Sl. No.	Type of Grievance	Timeline for Redressal
1	Lifting of Garbage	Within 12 Hours
2	Sweeping of Roads	Within 12 Hours
3	Removal of Debris & Construction Waste (<i>where material cost involved</i>)	Within 24 Hours
4	Replacement of Garbage Bins	Within 24 Hours
5	Removal of Dead Animals / Carcasses	Within 06 Hours
6	Drain Choking / Removal of Floating Materials	Within 12 Hours
7	Express Cleaning Service (<i>cost involved</i>)	Within 12 Hours
8	Absenteeism of Door-to-Door Garbage Collector	Within 24 Hours
9	Non-cleaning of Dustbins / Dustbin Surroundings	Within 12 Hours
10	Nuisance caused by Garbage Tractor/Truck	Within 12 Hours
11	Drain De-siltation	Within 48 Hours

The Service Provider shall strictly adhere to the **timeline prescribed in Table-13** for grievance redressal.

Failure to resolve grievances within the prescribed timeline, repeated complaints, or poor grievance handling performance shall attract **penalty, deduction in payment, adverse performance evaluation, or any other action**, as deemed appropriate by the Authority.

Exclusions

The scope of this Contract **shall not include collection, transportation, treatment, or disposal of Bio-Medical Waste and Hazardous Waste**, which shall be managed separately in accordance with applicable laws, rules, and specialized agency arrangements.

However, in case of accidental detection/reporting of such waste during sanitation activities, the Service Provider shall **immediately inform SMC** and take necessary precautionary measures to avoid public health risks.

x. Service Delivery Schedule

The **Service Provider**, in close consultation with **Sambalpur Municipal Corporation (SMC)**, shall prepare a detailed **activity-wise operational schedule** and ensure strict adherence to the approved timings for sanitation service delivery.

The Service Provider shall ensure that all sanitation activities are carried out in a **timely, uninterrupted, and systematic manner** so as to avoid public inconvenience and ensure effective cleanliness within the assigned zone.

Table-14: Service Delivery Schedule

Sl. No.	Activities	Time Schedule
1	Road Sweeping and Drain De-siltation	Day Shift: 04:00 AM to 10:00 AM Night Shift: 10:00 PM to 11:00 PM <i>(for commercial areas, market areas, and high footfall locations)</i>
2	Collection of waste from various collection points, Door-to-Door Household & Commercial Waste Collection, and Transportation to MCC/MRF/Transfer Station	Morning Shift: 07:00 AM to 12:00 PM Night Shift: 10:00 PM to 12:00 Midnight <i>(wherever required)</i>

The Service Provider shall ensure **timely attendance and deployment of manpower, vehicles, and equipment** in accordance with the approved service delivery schedule.

The Service Provider shall maintain **consistency in operational timing** as far as practicable to avoid inconvenience to citizens and to ensure predictability of sanitation services.

The above schedule may be **modified/rearranged with prior approval of SMC** to accommodate:

- Local requirements;
- Public convenience;
- Festivals, fairs, and special events;
- Local customs/traditions;
- Law and order situations;
- Court orders;
- Government instructions/guidelines; and
- Emergency sanitation requirements.

The Service Provider shall ensure that any revised schedule approved by **SMC** is **adequately communicated to the affected public/citizens** through suitable means such as announcements, awareness campaigns, notices, social media, or field staff.

Failure to adhere to the approved service schedule without valid reason or prior approval of SMC shall be treated as **deficiency in service** and may attract **penalty, deduction in payment, or other action**, as deemed appropriate by the Authority.

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 non-clearance 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	6 Hrs	Rs. 2000/- per incident
q)		For Drain cleaning	24hrs	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)	Complete absence of vehicle on the designated route OR failure to commence 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
y)	Any Strike/Hartal by the manpower engaged by the service provider for any reason due to which sanitation is affected	No Tolerance	Proportionate deduction from the monthly bill with additional penalty of Rs.1,00,000/- per day
z)	Failure to carry out routine preventative maintenance, daily washing, minor repairs, or keeping the SMC-provided LCVs in an unhygienic or grounded condition due to negligence, as strictly defined under Clause 2.12.5	No Tolerance	Rs. 2,000/- (Rupees Two Thousand only) per vehicle, per month.

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. Penalty shall be imposed as per the approved penalty matrix annexed to this document.

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 it finds any gross negligence in duty by the service provider.

CHAPTER – 3

CONDITIONS OF CONTRACT

3.1 Law Governing the Contract and Jurisdiction

The Contract, its interpretation, validity, implementation, rights, obligations, and relationship between the parties shall be governed by the **laws in force in India and the applicable laws of the State of Odisha.**

Any dispute arising out of or in connection with this Contract shall be subject to the **exclusive jurisdiction of the competent courts at Sambalpur, Odisha.**

3.2 Headings

The headings, titles, and captions used in this Contract are for **reference and convenience only** and shall **not limit, alter, affect, or otherwise influence the interpretation, meaning, scope, or intent of any provision of this Contract**.

3.3 Effectiveness of Contract

This Contract shall come into force and effect from the **date of execution of the Agreement** between the parties.

The date of signing of the Agreement shall be treated as the **Effective Date of the Contract**.

The **Commercial Operation Date (COD)** or **Date of Commencement of Services** shall mean the date from which the Service Provider actually commences sanitation services in the assigned zone(s), as approved by **Sambalpur Municipal Corporation (SMC)**.

3.4 Commencement of Services

The Service Provider shall commence the sanitation services on the date specified by **Sambalpur Municipal Corporation (SMC)**, following the issuance of the written Notice to Proceed/Work Order by the Authority. Given that solid waste management is an essential public service, the Service Provider shall ensure complete operational preparedness and commence full-scale services within **15 (Fifteen) days** from the date of signing of the Contract/Agreement.

SMC reserves the right to hand over the service area (the assigned zone or parts thereof) in a phased manner during this 15-day window, depending upon the preparedness demonstrated by the Service Provider regarding the deployment of manpower, vehicles, machinery, monitoring systems, the control room, and other requisite infrastructure.

However, the Service Provider must achieve **100% operationalization of services for the entire assigned zone** strictly within the stipulated 15-day timeframe.

Failure to commence services within the stipulated timeline without valid, documented justification shall be treated as a material breach of contract and may attract severe penalties, including the forfeiture of the Performance Security, immediate cancellation of the Contract, and any other penal action deemed appropriate by the Authority.

3.5 Service Responsiveness and Operational Planning

Subsequent to signing of the Contract, the Service Provider, in consultation with **SMC**, shall prepare and mutually finalize the following operational documents for effective service delivery:

1. **Detailed Service Delivery Schedule:-** Activity-wise, area-wise, ward-wise, and component-wise time schedule for sanitation activities.
2. **Resource Deployment Schedule:-** Deployment plan for manpower, vehicles, machinery, bins, equipment, and supervisory staff.
3. **Complaint Redressal Mechanism:-** Detailed grievance redressal procedure, response timeline, escalation matrix, complaint categories, and compliance reporting mechanism.
4. **Monitoring and Reporting Mechanism:-** Monitoring protocol including contact points, communication channels, inspection system, instructions, response timeline, biometric attendance, GPS monitoring, and reporting structure.
5. **Performance Evaluation Mechanism:-** Key Performance Indicators (KPIs), evaluation methodology, reporting format, compliance benchmarks, and periodic performance review system.

The Service Provider shall adhere to the approved operational framework throughout the contract period and revise the same as and when directed by **SMC**.

3.6 Service Period

The Service Provider shall be appointed for:

Street Sweeping, Drain De-silting, Bush Uprooting, De-weeding, Conservancy Cleaning, Door-to-Door Waste Collection and Transportation, and Municipal Waste Collection and Transportation within the assigned zone(s) of Sambalpur Municipal Corporation (SMC) for an **initial period of 03 (Three) years** from the Effective Date/Commercial Operation Date, as applicable.

The Contract **may be extended for a further period of 02 (Two) years**, based on:

- Satisfactory performance of the Service Provider;
- Requirement of SMC; and
- Mutual consent of both parties.

The Service Provider shall provide sanitation services on all 365 days of the year, including Sundays, Government holidays, festivals, emergencies, and special occasions, without interruption.

The Service Provider shall ensure continuity of essential sanitation services throughout the contract period and shall not suspend or discontinue services without prior written approval of SMC.

3.7 Service Area

The **Service Area** shall comprise the geographical boundary of the assigned **Zone**, consisting of the wards listed in **Annexure-1**.

The geographical boundary of the service area shall **remain unchanged**, notwithstanding any future **change, bifurcation, merger, renumbering, or reorganization of ward boundaries** for any reason whatsoever.

Any **reorientation, redefinition, modification, or restructuring of the service area** may only be undertaken through **mutual written agreement between the Employer and the Service Provider**.

Any **new development, extension, habitation, colony, institution, commercial establishment, market area, road, or urban growth occurring within the geographical boundary of the assigned service area** during the contract period shall automatically be deemed included within the **scope of service**, and the Service Provider shall extend sanitation services to such areas without disruption.

3.8 Service Standards

The Service Provider shall render services in accordance with:

- **Solid Waste Management Rules, 2026 (as amended from time to time);**
- Applicable Government guidelines, notifications, SOPs, and directions issued by **Government of Odisha / H&UD Department;**
- Provisions and conditions of this Agreement/Contract; and
- Instructions issued by **Sambalpur Municipal Corporation (SMC)** from time to time.

The Service Provider shall ensure that sanitation services are delivered in an **efficient, timely, hygienic, environmentally sound, citizen-centric, and uninterrupted manner**.

Failure to maintain prescribed service standards shall attract **penalty, deduction in payment, adverse performance evaluation, or any other action**, as deemed appropriate by the Employer.

3.9 Modification of Contract

No modification, amendment, alteration, waiver, or variation of the terms and conditions of this Contract, including **scope of services, deployment requirements, timelines, operational conditions, financial terms, or obligations**, shall be valid unless made **through a written agreement executed by both parties**.

Any oral communication, informal understanding, or verbal instruction shall not be construed as modification of the Contract unless formally approved in writing by the competent authority.

3.10 Accessibility to Employer

The Employer shall have **full and unrestricted access**, at all reasonable times, to all:

- Records and registers;
- Monitoring systems;
- Control room infrastructure;
- GPS tracking systems;
- Biometric attendance systems;
- Complaint/grievance management systems;
- Software platforms and databases;
- Reports, logs, and operational documents; and
- Any instruments, equipment, or monitoring mechanisms established by the Service Provider in connection with the services under this Contract.

The Service Provider shall provide all necessary access credentials, reports, information, and assistance to the Employer for effective monitoring, inspection, verification, and supervision.

3.11 Client Coordination

The Employer shall appoint a **Nodal Officer/Authorized Officer** for coordination and supervision of the Contract.

The Nodal Officer shall, inter alia:

- Oversee implementation of sanitation services;
- Monitor compliance of contractual obligations;
- Coordinate with the Service Provider;
- Verify service delivery and performance;
- Certify bills and supporting documents; and
- Address operational issues, grievances, bottlenecks, and field-level concerns related to the Contract.

The Service Provider shall nominate an **Authorized Representative/Coordinator** for liaison with the Nodal Officer and SMC officials.

3.12 Contract Management Meetings

Contract Management Meetings and/or Review Meetings shall ordinarily be conducted during the **first week of every month**, or at any other time as decided by the Employer.

The meetings shall be convened for:

- Review of sanitation performance;
- Assessment of manpower and vehicle deployment;
- Review of grievances and complaint redressal;
- Monitoring of compliance status;
- Identification of operational bottlenecks; and
- Planning of corrective measures and service improvement.

Attendance of the **authorized representative of the Service Provider** in such meetings shall be **mandatory**.

Failure to attend meetings without valid reason may be treated as **deficiency in service**.

3.13 Sufficiency of Deployment

a. Adequacy of Deployment

The Service Provider shall ensure **adequate and timely deployment** of:

- Equipment and machinery;
- Vehicles and bins;
- Accessories, tools & tackles;
- Manpower and supervisory personnel;
- Monitoring systems; and
- Grievance redressal infrastructure.

The Service Provider shall ensure quality, sufficiency, and efficiency of deployment for proper and uninterrupted sanitation services.

b. Approval of Deployment Plan

The complete deployment plan shall be **presented, discussed, and approved by the Employer**.

Such approval shall **not freeze the deployment level**, and the Service Provider shall provide **additional reinforcement or enhancement of resources**, if required, for successful delivery of services.

c. Modification of Deployment Plan

Modification or revision of the deployment plan may be undertaken with **prior consultation and approval of the Employer**, based on field requirement, public need, emergencies, seasonal demand, or service improvement measures.

3.14 Equipment Deemed to be Leased to Employer

a. Deemed Lease during Contract Period

All **equipment, vehicles, bins, accessories, tools & tackles, and infrastructure deployed** for delivery of sanitation services under this Contract shall be deemed to be **leased to the Employer during the continuance of the Contract**, solely for service delivery purposes.

However, the Service Provider shall have **no claim whatsoever on account of underutilization, idling, or reduced deployment** of such equipment/infrastructure.

b. Essential Service Provision

Since **Solid Waste Management (SWM)** is an **essential public service directly linked to public health**, the Employer may invoke relevant provisions of applicable laws in larger public interest during the currency or termination of the Contract.

No equipment, vehicles, bins, or sanitation infrastructure deployed under the Contract shall be **removed, shifted, sold, or relocated outside municipal limits without prior written permission of the Employer**.

c. Removal after Contract Completion/Termination

Upon completion, expiry, or termination of the Contract, the Service Provider may remove its deployed equipment and infrastructure **only after obtaining written permission and clearance from the Employer**, and after ensuring continuity of essential sanitation services.

3.15 Employer's Support

Sambalpur Municipal Corporation (SMC) shall extend all reasonable and possible support for effective implementation and successful delivery of sanitation services under the Contract.

The Employer shall, inter alia, provide the following support:

1. **Information and Records Support:-** SMC shall provide available information, data, records, maps, ward details, route information, sanitation-related data, and other relevant inputs available with the Employer pertaining to the assignment, as may be reasonably required by the Service Provider for execution of the Contract.
2. **Official Coordination Support:-** SMC shall extend official support for **coordination, communication, and liaison with line departments, Government agencies, field offices, utility providers, enforcement authorities, Self Help Groups (SHGs), and other service providers**, wherever necessary for smooth implementation of sanitation services.
3. **Space for Control Room / Local Office:-** Subject to availability, SMC may provide **suitable space within SMC premises** for establishment and operation of the **Control Room/Local Office** during the currency of the Contract.

However, the Service Provider shall bear all expenditure towards **furniture, server systems, electricity consumption, internet, communication systems, maintenance, manpower, and operational costs** of the Control Room.

4. **Operational and Administrative Support:-** SMC shall facilitate operational coordination through designated officers/field staff for grievance redressal, route planning, service monitoring, performance review, and implementation of sanitation-related activities.

The support extended by SMC shall not absolve the Service Provider from its contractual obligations and responsibilities for service delivery.

3.16 Subletting

The Service Provider shall **not sublet, assign, transfer, subcontract, or otherwise part with the whole or any part of the Contract**, either directly or indirectly, without obtaining **prior written approval of the Employer**.

Any unauthorized subletting, assignment, subcontracting, or transfer of contractual responsibilities shall be treated as **material breach of Contract** and may result in:

- **Termination of Contract;**
- **Forfeiture of Performance Security/EMD;**
- **Blacklisting/debarment, if applicable; and/or**
- **Any other action deemed appropriate by the Employer.**

However, procurement of consumables, hiring of machinery, transportation support, or ancillary services shall not amount to subletting, provided that **overall contractual responsibility remains solely with the Service Provider**.

3.17 Deficiency in Service

Since **Solid Waste Management (SWM)** is an **essential public service directly linked to public health, sanitation, and environmental safety**, the Employer reserves the right to intervene at any stage in the larger public interest in case of deficiency in service, non-performance, emergency situations, or non-compliance of contractual obligations.

In the event the Employer observes **deficiency in service as specified in the Terms of Reference (ToR), poor performance, non-compliance with service standards, or failure to comply with instructions issued by the Employer**, the Employer shall have the right to take any one or more of the following actions:

1. **Rectification through Employer Intervention:-** Intervene directly to remedy the deficiency in service at the **risk and cost of the Service Provider**, and recover such expenditure from **running bills, security deposit, performance security, or any other dues payable** to the Service Provider.
2. **Departmental Execution / Third-Party Execution:-** Undertake the required sanitation work **departmentally or through a third-party agency** at the **risk and cost of the Service Provider**, and recover the expenses from the Service Provider's dues.
3. **Supplementing Resources:-** Arrange and supplement required **equipment, vehicles, machinery, manpower, bins, tools, or sanitation resources** to ensure continuity of services at the **cost of the Service Provider**.
4. **Complaint Redressal by Employer:-** Redress any public complaint or grievance arising due to failure or delay on the part of the Service Provider, and recover the associated cost from the Service Provider.
5. **Imposition of Penalty / Deduction:-** Impose **penalty, deduction in payment, adverse performance remarks, or warning**, as per the provisions of the Contract.
6. **Termination of Contract:-** Terminate the Contract in accordance with the provisions contained in the Contract in case of persistent default, repeated deficiencies, abandonment of work, or material breach of contractual obligations.

Failure of the Service Provider to act upon any lawful instruction issued by the Employer within the **agreed, prescribed, or justified time frame** shall also be treated as **deficiency in service**.

However, no instruction issued by the Employer shall be **beyond the scope of the Contract or contrary to applicable laws, Government guidelines, or statutory provisions.**

For the purpose of operational communication, **email, written instruction, office note, WhatsApp communication, SMS, telephonic/mobile communication (particularly during emergencies), or any other documented mode of communication** shall be deemed to be **adequate, lawful, and sufficient communication** under the Contract.

In case of intervention by the Employer, the same shall be **properly communicated and recorded** for information of the Service Provider.

3.18 Penalty

Upon occurrence of any **material breach of the terms and conditions of the Contract**, deficiency in service, under-performance, non-compliance of service standards, or violation of instructions issued by the Employer, **Sambalpur Municipal Corporation (SMC)** shall, without prejudice to any other remedy available under the Contract or law, be entitled to **levy penalty, impose deductions, recover losses, and/or terminate the Contract**, as deemed appropriate.

In case the **Service Provider fails to achieve the prescribed targets, performance indicators, timelines, service standards, or operational requirements** specified in the **Performance Criteria/Penalty Matrix**, the Employer shall impose **penalty as specified in the approved Performance Criteria Table**, which shall be **recovered from the monthly running bill, security deposit, performance security, or any other dues payable to the Service Provider.**

The **Employer or its authorized representatives**, including but not limited to **Nodal Officer, Health Officer, Sanitary Inspectors, Sanitation Experts, Sector Officers, Ward Officers, Swachha Supervisors, Swachha Sathis, or any designated authority**, shall record service deficiencies, shortfalls, absenteeism, non-performance, missed routes, non-lifting of waste, delayed grievance redressal, and other deficiencies on a **daily basis** and communicate the same to the Service Provider for immediate corrective action.

The **consolidated monthly performance report and achievement status**, as verified and certified by the **Nodal Officer/Authorized Officer**, shall be taken into consideration for:

- Performance evaluation;
- Imposition of penalties;
- Bill processing and deductions;
- Performance assessment; and
- Continuation/extension of the Contract.

3.19. Waiver of Penalty

Penalty may be **waived partially or fully** in cases of **exceptional circumstances or adverse conditions**, including but not limited to:

- Natural calamities;
- Floods, heavy rainfall, storms, or extreme weather conditions;
- Law and order situations;
- Government restrictions/orders;

- Public disturbances;
- Pandemic/epidemic situations; or
- Any other circumstances genuinely hindering service delivery beyond the reasonable control of the Service Provider.

However, such waiver shall be considered **only upon proper justification, documentary evidence, and written representation submitted by the Service Provider**, to the satisfaction of the Employer.

In such cases, the **Nodal Officer/Authorized Officer** shall submit a report with recommendations to the **Municipal Commissioner, SMC**, for appropriate decision.

The **extent/quantum of penalty waiver**, whether partial or full, shall be at the **sole discretion of the Municipal Commissioner, SMC**, whose decision shall ordinarily be final.

In case of disagreement regarding the **penalty imposed or quantum of deduction**, the Service Provider shall be provided an opportunity to submit a **written representation before the Municipal Commissioner, SMC**, within the prescribed time.

After considering the representation and relevant records, the **decision of the Municipal Commissioner, SMC shall be final and binding upon the Service Provider**.

Imposition of penalty under this Clause shall **not absolve the Service Provider from rectifying the deficiency or fulfilling contractual obligations**, nor shall it prejudice the Employer's right to take any other action under the Contract, including **risk and cost execution, recovery, blacklisting, or termination of Contract**.

3.20 Termination of Contract

3.20.1 Termination by the Employer

The **Employer (Sambalpur Municipal Corporation - SMC)** may terminate this Contract by issuing a **written notice of not less than 30 (Thirty) days** to the Service Provider, except in cases specified under Clause (g) where a notice period of **60 (Sixty) days** shall apply.

Such termination may be initiated upon occurrence of any of the following events:

a. Persistent Penalty Imposition:- If the Employer imposes **penalty equivalent to or exceeding 10% of the monthly bill for a consecutive period of 03 (Three) months**, due to deficiency in service or poor performance.

b. Continuous Failure in Performance Criteria:- If the Service Provider fails to achieve or comply with **any item of the approved Performance Criteria/Service Level Benchmark continuously for a period of 06 (Six) months**.

c. Violation of Laws, Rules, and Contractual Provisions:- If the Service Provider violates any provision of:

- This Contract/Agreement;
- **Solid Waste Management Rules, 2026;**
- **PEMS Act, 2013 (if applicable);**
- Applicable labour laws, environmental laws, municipal laws, and statutory provisions; or

- Government instructions, notifications, circulars, or guidelines relating to sanitation and solid waste management.

d. Failure to Remedy Deficiency in Service:- If the Service Provider fails to remedy any deficiency, non-performance, or failure in discharge of contractual obligations **within the time specified by the Employer**, or within such extended period as approved in writing by the Employer, for **at least 03 (Three) occasions during a contract year**, and **Show Cause Notice(s)** have been issued in this regard.

e. Insolvency / Bankruptcy:- If the Service Provider becomes **insolvent, bankrupt, enters into any arrangement with creditors for debt relief, takes benefit of any insolvency law, or goes into liquidation, winding up, or receivership**, whether voluntary or compulsory.

f. Submission of False Information / Misrepresentation:- If the Service Provider knowingly submits any **false statement, forged document, fabricated information, affidavit, certificate, or declaration**, which materially affects the rights, obligations, eligibility, interests, or decision-making of the Employer.

In such cases, the Employer may terminate the Contract **without prejudice to any other legal or contractual remedy**, including forfeiture of Performance Security and blacklisting.

g. Force Majeure:- If, due to occurrence of **Force Majeure circumstances**, the Service Provider is unable to perform a material portion of the services for a continuous period of **not less than 60 (Sixty) days**, the Employer may terminate the Contract by giving **not less than 60 (Sixty) days written notice**.

h. Termination in Public Interest / Administrative Grounds:- The Employer reserves the right to terminate this Contract **at its sole discretion, in public interest, administrative exigency, policy decision, or for any other justified reason whatsoever**, by giving **30 (Thirty) days prior written notice** to the Service Provider.

3.20.2 Termination by the Service Provider

The **Service Provider** may terminate this Contract by giving **not less than 30 (Thirty) days prior written notice** to the Employer after occurrence of any of the following events:

a. Non-payment of Certified Bills:- If the Employer fails to release payment against **05 (Five) consecutive certified monthly bills**, without valid reason.

However, the Service Provider shall continue essential sanitation services during the notice period to avoid disruption of public services.

b. Force Majeure:- If, due to **Force Majeure circumstances**, the Service Provider is unable to perform a material portion of the services for a continuous period of **not less than 60 (Sixty) days**, the Service Provider may terminate the Contract by serving written notice to the Employer.

3.20.3 Consequences of Termination (Recommended Addition)

Upon termination or expiry of the Contract:

1. The Service Provider shall ensure **smooth handover and continuity of essential sanitation services** during the transition period, as directed by SMC.
2. All **records, reports, grievance logs, GPS data, biometric attendance records, route plans, and operational information** relating to the Contract shall be handed over to SMC.
3. The Service Provider shall remove its deployed resources/equipment **only after obtaining written clearance from SMC**, ensuring no disruption in sanitation services.

4. Any dues, recoveries, penalties, damages, or liabilities pending against the Service Provider may be **adjusted against pending bills, security deposit, or performance security.**
5. Termination of Contract shall be **without prejudice to rights, liabilities, claims, recoveries, penalties, or legal remedies accrued prior to termination.**

3.21 Amendment of Bid Documents

3.21.1 Amendment / Addendum

At any time **prior to the deadline for submission of bids**, the Employer may, for any reason whatsoever, whether **on its own initiative or in response to clarification sought by prospective bidders**, modify, amend, clarify, supplement, or revise the Bid Documents by issuing an **Addendum/Corrigendum**.

Such **Addendum/Corrigendum/Clarification** shall form an integral part of the Bid Document and shall be **binding upon all prospective bidders**.

The Employer may, at its discretion, extend the deadline for submission of bids to enable prospective bidders to take such amendments into account while preparing their bids.

The Addendum/Corrigendum shall be published/uploaded in the designated **e-procurement portal and/or official website of SMC**, and no separate communication shall be obligatory.

It shall be the responsibility of the bidder to regularly visit the website/e-procurement portal and keep themselves updated regarding any amendment, clarification, or corrigendum.

3.22 Forfeiture of Performance Security

The **Performance Security** furnished by the Service Provider may be **forfeited partly or fully**, without prejudice to any other right or remedy available to the Employer under the Contract or applicable law, under the following circumstances:

a. Failure to Commence Operations:- If the Service Provider fails to commence sanitation operations in accordance with the provisions of the **Terms of Reference (ToR)** within the stipulated period of **30 (Thirty) days from the Effective Date/Commercial Operation Date**, or within such extended time as may be allowed by the Employer.

b. Default in Performance of Contractual Obligations:- If during the currency of the Contract, the Service Provider commits default in the due and faithful performance of its obligations, including but not limited to:

- Persistent deficiency in service;
- Non-deployment of approved manpower/resources;
- Failure to comply with service standards;
- Non-compliance of lawful instructions issued by SMC;
- Material breach of contractual provisions; or
- Any act adversely affecting sanitation service delivery.

In such cases, the Employer shall, without prejudice to other rights and remedies available under the Contract or applicable law, be entitled to **invoke, retain, adjust, appropriate, or forfeit the Performance Security**, wholly or partly.

c. Persistent Poor Performance Leading to Termination:- If the Contract is terminated on account of imposition of penalty equivalent to or exceeding 10% of the monthly bill for a consecutive period of 03 (Three) months, due to poor performance or service deficiency.

d. Submission of False Information or Fraudulent Practices (Recommended Addition):- If it is found that the Service Provider submitted false documents, forged certificates, fabricated information, misleading declarations, or suppressed material facts, the Employer may forfeit the Performance Security in addition to any other action under the Contract.

3.23 Refund of Performance Security

Subject to satisfactory completion of contractual obligations, settlement of all claims, recoveries, liabilities, penalties, and dues, the **Performance Security** shall be released/returned to the Service Provider **within 03 (Three) months from completion or expiry of the Contract period.**

The Performance Security shall **not bear any interest.**

However, in case of any pending dispute, recovery, liability, audit objection, performance deficiency, or unresolved claim, the Employer shall have the right to **retain the Performance Security, wholly or partly,** till final settlement.

3.24 Site Clearance

Upon expiry, completion, or termination of the Contract, the Service Provider shall remove and clear all **equipment, vehicles, hardware, temporary structures, installations, machinery, tools, control room infrastructure, and other assets deployed by it** from the service area within **15 (Fifteen) days**, after obtaining necessary clearance from the Employer.

Failure to clear the site within the prescribed period shall entitle the Employer to:

- Levy rental/occupation charges;
- Impose **penalty for unauthorized occupation/use of municipal space;**
- Remove/dispose of such materials at the **risk and cost of the Service Provider;** and/or
- Recover associated expenses from pending dues, security deposit, or Performance Security.

The Service Provider shall ensure that removal of assets does not disrupt essential sanitation services or damage municipal property.

3.25 Contract Price

a. Scope of Contract Price

The **Contract Price** shall be deemed to include all costs, charges, expenses, and liabilities necessary for successful execution and delivery of sanitation services under the Contract.

This shall include, inter alia:

- Infrastructure establishment and operation;
- Procurement, deployment, operation, and maintenance of vehicles, machinery, equipment, bins, and sanitation resources;

- Manpower deployment, salaries/wages, supervision, and establishment expenses;
- Repairs, maintenance, spare parts, and consumables;
- Fuel, lubricants, tyres, batteries, and operational costs;
- Setting up and operation of **Control Room/Local Office**;
- GPS, Biometric Attendance, ICT systems, and monitoring infrastructure;
- Complaint and grievance redressal mechanism;
- PPE kits, uniforms, tools & tackles;
- Insurance, labour welfare measures, **EPF, ESI**, and statutory compliance; and
- Any incidental expenditure necessary for efficient, uninterrupted, and satisfactory service delivery.

The Contract Price shall also include all **taxes, duties, levies, cess, royalties, and statutory charges**, as applicable under prevailing law, **excluding GST**, unless otherwise specified.

Nothing contained in this Contract shall relieve the Service Provider from its responsibility to pay any applicable tax, levy, or statutory dues arising out of its operations or profits under the Contract.

b. GST

GST shall be payable extra, as applicable at the time of billing, subject to production of valid tax invoice and compliance with statutory provisions.

The Service Provider shall submit **proof of GST deposit/return filing**, as may be required by SMC from time to time for processing of bills.

c. Price Firmness and Escalation

The **Contract Price shall remain firm and fixed** during the contract period and shall not be subject to variation on account of:

- Fuel price fluctuation;
- Inflation;
- Increase in material cost;
- Maintenance expenses; or
- Any other operational expenditure.

However, **annual escalation, if applicable and specifically approved under the Contract provisions or Government policy**, shall only be considered as per mutually agreed terms.

3.26 Escalation of Rate

1. Price Escalation Restricted to Statutory Minimum Wages The Contract Price shall be subject to revision strictly and only on account of an increase or decrease in the statutory minimum wages (and corresponding statutory EPF/ESI contributions) as notified by the Labour & ESI Department, Government of Odisha, from time to time.

2. Eligible Manpower Categories Such wage escalation or reduction shall be applicable only to the manpower component corresponding to the categories specified under Clause 2.14 – Resource Deployment. The rate adjustment shall be strictly limited to the following minimum manpower categories:

- Area Supervisor (*Semi-Skilled*)
- Driver for SMC-owned Vehicles (*Skilled*)
- Core Sanitation Worker (CSW) (*Skilled*)
- Sanitation Worker / Door-to-Door Loaders (*Unskilled*)
- Loaders for Tractors (*Unskilled*)

3. Conditions for Admissibility

- **Cap on Quantity:** The escalation shall be calculated and paid exclusively for the minimum number of manpower prescribed in the Contract/NIT. No escalation shall be payable for any additional manpower deployed by the Service Provider based on their own assessment or operational inefficiency.
- **Statutory Proof:** The revised wage component shall become applicable from the effective date of the Government notification. However, the escalated amount will only be disbursed subject to the Service Provider submitting verifiable proof (EPF/ESI challans and bank transfer statements) that the increased wages have actually been paid to the workers.

4. Non-Admissible Escalations Except for the statutory wage escalation detailed above, the quoted Contract Price shall remain firm and fixed for the entire duration of the Contract. No escalation, compensation, or price adjustment shall be admissible on account of:

- Fluctuations in the price of Fuel (Diesel/Petrol/CNG) or Electricity;
- Increase in the cost of consumables, materials, or spare parts;
- Equipment, vehicle, or machinery maintenance costs;
- Administrative overheads or establishment costs;
- General inflation; or
- Any other operational expenditure, unless specifically provided elsewhere in the Contract.

3.27 Deductions

a. Taxes, Duties, and Statutory Deductions

The Employer shall deduct **taxes, duties, cess, statutory recoveries, and other deductions at source**, as applicable under prevailing law, at the time of payment.

This shall include, inter alia:

- **TDS (Income Tax);**
- **GST-TDS**, wherever applicable;
- Labour cess/statutory cess, if applicable; and
- Any other deduction mandated under applicable law.

The Service Provider shall remain solely responsible for timely compliance of **EPF, EPS, ESI, labour welfare contributions, statutory liabilities, and other employee-related obligations**, as per applicable laws.

3.28 Proof of Tax and Statutory Payment

The Service Provider shall submit **documentary proof/evidence of payment and statutory compliance** along with every monthly bill, including but not limited to:

- GST Return/filing details;

- GST payment proof;
- EPF deposit challans and ECR statements;
- EPS contribution details;
- ESI deposit challans and returns;
- Wage payment proof/salary transfer statement; and
- Any other statutory compliance document required by SMC.

The Service Provider shall submit documents relating to **deposit of EPF, EPS, ESI, and statutory dues for all manpower engaged**, in accordance with applicable law.

In absence of such documents, the Employer shall have the right to:

- **Withhold reasonable amount/payment;**
- Keep the bill pending for compliance; or
- Make necessary recovery, as deemed appropriate,

until satisfactory submission of the required records/documents.

3.29 Payment

Payment shall be made in accordance with the **approved Agreement/Contract Amount**, subject to satisfactory performance, statutory compliance, deductions, penalties, recoveries, and certification by the competent authority.

The Service Provider shall submit the **monthly bill in duplicate** at the contracted annual rate, by the **6th day of the succeeding month**, to the Employer for scrutiny, verification, and certification.

The payment process shall include the following:

A. Payment to Manpower and Machinery

The Service Provider shall ensure payment of wages/salary to manpower and charges for machineries/vehicles engaged under the Contract **by the 6th day of the succeeding month of engagement**.

Proof of payment shall be furnished to **Sambalpur Municipal Corporation (SMC)** while submitting the monthly bill.

Payment to the Service Provider by SMC shall be made **only through e-transfer/e-transaction/ECS/RTGS/NEFT mode**.

B. Deposit of EPF and ESI

The Service Provider shall deposit **both employer and employee contributions towards EPF and ESI** for the **minimum manpower engaged as prescribed in the NIT/Contract**, from its own account and submit documentary proof/challans/receipts while submitting the monthly bill.

Submission of monthly bills **without EPF & ESI proof/receipts shall not ordinarily be entertained** by SMC.

C. Responsibility for Timely Payment

The Service Provider shall be solely responsible for **timely payment of wages, salaries, allowances, and machinery charges** to the manpower and machinery providers engaged by it.

D. Responsibility for Statutory Compliance

The Service Provider shall be solely responsible for **timely deposit of EPF, ESI, labour welfare contributions, statutory dues, and employee benefits** of its personnel.

SMC shall not be liable or responsible for any lapse, non-payment, legal dispute, or liability arising therefrom.

E. Statutory Deductions

Applicable **Income Tax (TDS), GST deductions, cess, penalties, recoveries, and any other statutory deductions**, if applicable, shall be deducted from the bill as per prevailing law.

F. Right to Modify Payment Procedure

The Authority reserves the right to **modify, relax, revise, or withdraw any procedural requirement** relating to billing and payment, if necessary, to address operational difficulties or administrative requirements at a later stage.

G. Salary Slip and EPF Slip

The Service Provider shall provide **salary slips and EPF slips/statements** to every manpower engaged for sanitation services on a monthly basis.

H. Agreement for Composite Sanitation Services

The successful bidder shall execute an **Agreement with Sambalpur Municipal Corporation** for providing composite sanitation services in accordance with the approved terms and conditions of the Contract.

I. Signing of Bills

All bills submitted by the Service Provider shall be **signed and authenticated by the authorized representative/Power of Attorney (PoA) holder** of the Service Provider.

J. Performance Certification for Billing

The **Sanitary Inspector, Sanitation Expert, Ward Officer, and/or Swachha Sathis** of the concerned ward/zone shall provide performance assessment/verification of the Service Provider for billing purposes.

K. Bill Corrections

Any correction, modification, or rectification in the submitted bill consequent to scrutiny shall be carried out **only by the authorized representative of the Service Provider**.

L. Certification by Nodal Officer

The **Nodal Officer/Authorized Officer** shall certify the correctness, authenticity, and compliance status of the bill prior to processing of payment.

M. Deficiency and Penalty Statement

The concerned **Sanitary Inspector/Authorized Officer** shall enclose a statement of:

- Service deficiencies;
- Penalties imposed;
- Third-party/departmental service cost, if any; and
- Recoveries to be made.

N. Recovery of Penalty

Penalty imposed by the Employer/Nodal Officer based on the approved **Performance Criteria/Penalty Matrix** shall be recovered from the running bill.

O. Other Recoveries

Any other recovery, withheld amount, adjustment, or liability recommended by the Nodal Officer or competent authority shall be adjusted from the payable bill.

P. TDS and Statutory Recovery

All statutory deductions, including **TDS and other applicable deductions**, shall be made as per law.

Q. Net Payment and Timeline

The **net payable amount**, after adjustment of penalties, deductions, recoveries, and withheld amount, shall be transferred to the Service Provider through **ECS/RTGS/NEFT** to the bank account furnished by the Service Provider, **within 21 (Twenty-One) days from receipt of bill in proper format along with required documents**, subject to fund availability and due certification.

R. Ad-hoc Payment in Case of Delay

In case of delay in processing of bill due to administrative reasons or unavoidable circumstances during the contract period, the Employer may release an **ad-hoc payment up to 70% of the admissible bill amount**, subject to availability of funds and statutory compliance.

3.30 Operation of the Contract

a. Good Faith and Cooperation

The Parties shall act in **good faith, fairness, mutual cooperation, and transparency** with respect to their respective rights, obligations, and responsibilities under this Contract.

Both Parties shall adopt all reasonable measures, administrative support, and necessary actions to ensure **effective implementation and successful achievement of the objectives of this Contract**, without causing undue prejudice to the interest of either party.

The Service Provider and the Employer shall cooperate with each other for ensuring **continuous, efficient, and uninterrupted sanitation service delivery in public interest**.

b. Fair Operation of the Contract

The Parties acknowledge and agree that it is **not practicable to expressly provide for every contingency, event, or operational situation** that may arise during the currency of the Contract.

Accordingly, the Parties agree that this Contract shall be **implemented, interpreted, and operated in a fair, reasonable, and equitable manner**, safeguarding the legitimate interests of both Parties and ensuring uninterrupted public sanitation services.

Both Parties shall make reasonable efforts to resolve operational issues, ambiguities, and unforeseen circumstances through **mutual consultation and cooperation**.

c. Governing Law in Case of Ambiguity

In the event of any **ambiguity, inconsistency, omission, or lack of clarity** in any provision of this Contract, the matter shall be governed and interpreted in accordance with:

- **Applicable laws of India and the State of Odisha;**
- **Solid Waste Management Rules, 2026;**
- Applicable Government notifications, circulars, guidelines, and statutory provisions; and
- Orders/instructions issued by competent authorities from time to time.

The interpretation adopted shall be guided by the objective of ensuring **effective sanitation service delivery and public interest**.

3.31 Settlement of Disputes

a. Amicable Settlement

The Parties shall use their **best efforts to settle amicably**, through discussion, consultation, and mutual understanding, all disputes, differences, or claims arising out of or in connection with this Contract, including interpretation, implementation, or performance thereof.

For the purpose of amicable settlement, the dispute shall be referred to a **Dispute Resolution Committee**, consisting of:

1. **Chief Executive/Authorized Representative of the Service Provider;**
2. **Municipal Commissioner, Sambalpur Municipal Corporation (SMC); and**
3. **Representative of Housing & Urban Development (H&UD) Department, Government of Odisha.**

The Committee shall examine the matter and make reasonable efforts to resolve the dispute amicably.

The Parties shall act in **good faith** and endeavour to honour the recommendations/decision of the Committee.

b. Dispute Settlement

Any dispute, controversy, or claim which **cannot be resolved amicably** through the above mechanism may be referred by either Party for adjudication in accordance with the **applicable laws in force**.

Such disputes shall be subject to the **exclusive jurisdiction of the competent courts at Sambalpur, Odisha**.

c. Continuance of Service during Dispute Settlement

The occurrence, pendency, or reference of any dispute between the Parties shall **not relieve either Party of their contractual obligations** nor result in suspension or discontinuance of sanitation services.

During the pendency of dispute resolution proceedings:

- The **Service Provider shall continue to provide sanitation services** in accordance with the terms of the Contract; and
- The **Employer shall continue to process and make payments of undisputed admissible amounts**, subject to contractual compliance, statutory deductions, penalties, and recoveries.

No Party shall take unilateral action causing disruption of essential sanitation services during the dispute resolution process.

3.32 Force Majeure Event

For the purpose of this Contract, **“Force Majeure”** shall mean any event or circumstance **beyond the reasonable control of a Party**, which could not have been prevented despite exercise of due care, prudence, and diligence, and which materially affects or renders performance of contractual obligations **impossible, illegal, or so impracticable as to be reasonably considered impossible under the circumstances**.

The affected Party shall not be held liable for failure or delay in performance of obligations to the extent such failure or delay is caused by a Force Majeure Event.

3.32.1 Events Constituting Force Majeure

Any of the following events, occurring beyond the control of the affected Party and which **cannot reasonably be prevented or overcome despite due diligence**, and which materially adversely affect performance of the Contract, shall constitute a **Force Majeure Event**:

a. Natural Calamities

- Earthquake;
- Flood;
- Inundation;
- Landslide;
- Cloudburst; or
- Similar natural disasters.

b. Extreme Weather Conditions

- Storm;
- Tempest;
- Cyclone;
- Hurricane;
- Lightning;
- Thunderstorm; or
- Any other extreme atmospheric disturbances.

c. Fire and Accidental Damage

Any fire, explosion, or accidental damage **not attributable to the negligence, default, misconduct, omission, or act of the Service Provider, its employees, agents, or representatives.**

d. Acts of Terrorism and Civil Disturbance

- Acts of terrorism;
- Sabotage;
- Insurrection;
- Civil unrest;
- Violent public disorder; or
- Large-scale disturbances affecting public movement and service delivery.

e. Court Orders / Statutory Restrictions

Any **judgment, decree, order, prohibition, restriction, or direction issued by a court of competent jurisdiction or statutory authority in India**, directly affecting performance of this Contract, provided such proceedings are **non-collusive and duly prosecuted.**

f. National Emergency / Security Grounds

Early termination, suspension, or disruption of this Agreement due to:

- National emergency;
- National security concerns;
- Government requisition; or
- Extraordinary sovereign action.

g. War and Similar Events

- War (declared or undeclared);
- Hostilities;
- Invasion;
- Act of foreign enemy;
- Armed conflict;
- Rebellion;
- Riots;
- Civil war;
- Military action;
- Radioactive contamination;
- Nuclear incident/explosion;
- Toxic radioactive release; or
- Volcanic eruption.

h. Pandemic / Epidemic / Government Restrictions *(Recommended Addition)*

Pandemic, epidemic, public health emergency, lockdown, curfew, movement restrictions, containment measures, or Government restrictions substantially affecting sanitation operations and manpower deployment.

3.32.2 Events Not Constituting Force Majeure

The following events shall **not constitute Force Majeure**:

a. Negligence or Intentional Act

Any event arising out of:

- Negligence;
- Wilful misconduct;
- Intentional act or omission; or
- Failure of due diligence,

on the part of the affected Party, its employees, agents, contractors, or representatives.

b. Foreseeable and Avoidable Events

Any event which a prudent and diligent Party could reasonably have:

1. Taken into account at the time of execution of the Contract; and/or
2. Avoided, mitigated, controlled, or overcome through reasonable efforts and contingency planning.

c. Financial Hardship

The following shall not constitute Force Majeure:

- Insufficiency of funds;
- Increase in operational cost;
- Financial inability;
- Non-availability of finance;
- Delay in internal approvals; or
- Failure to make any payment required under this Contract.

3.32.3 Notice and Mitigation of Force Majeure *(Recommended Addition)*

The affected Party claiming Force Majeure shall:

1. **Promptly notify the other Party in writing**, preferably within **07 (Seven) days** of occurrence of the Force Majeure Event, describing the nature, expected duration, and likely impact on performance.
2. Take all **reasonable steps to mitigate, minimize, and overcome the effects of the Force Majeure Event**, and resume normal performance at the earliest possible time.
3. Continue performance of obligations **to the extent reasonably practicable**, especially in relation to **essential sanitation and public health services**, wherever feasible.

4. Submit documentary evidence or justification, wherever required by the Employer, in support of the Force Majeure claim.

The Employer may review the situation and take an appropriate decision regarding extension of timelines, relaxation of obligations, waiver of penalty, or continuation/termination of the Contract.

3.33 Miscellaneous

3.33.1 Registered Office / Branch Office Requirement

The **Registered Office or Branch Office of the Bidder** shall preferably be located within the jurisdiction of **Sambalpur Municipal Corporation (SMC)**.

The Bidder shall upload **valid address proof** of the office located within the jurisdiction of **SMC**, such as:

- Electricity Bill;
- Telephone Bill;
- Rent Agreement/Lease Agreement;
- Trade License;
- GST Registration showing address; or
- Any other valid documentary proof acceptable to SMC.

In case the Bidder does not have an existing office within the jurisdiction of **SMC** at the time of bidding, the Bidder shall submit an **Undertaking in the form of an Affidavit** to establish a **Branch Office within the jurisdiction of Sambalpur Municipal Corporation within 15 (Fifteen) days from the date of issuance of Letter of Acceptance (LoA)**.

Failure to establish such office within the stipulated period may be treated as **non-compliance of contractual obligation** and may result in **cancellation of LoA/Contract or any other action**, as deemed appropriate by SMC.

3.33.2 Verification of Information and Documents

SMC reserves the right to **verify, authenticate, inspect, and validate** all statements, declarations, credentials, certificates, information, and documents submitted by the Bidder in response to this **RFP/Bid Document**.

The Bidder shall, whenever required by **SMC**, promptly furnish any additional information, documentary evidence, clarifications, original records, or supporting documents necessary for such verification.

Any verification, non-verification, delay in verification, or omission to verify by **SMC** shall **not relieve the Bidder of its obligations, liabilities, responsibilities, or accountability** under the Contract, nor shall it prejudice any right or remedy available to SMC.

3.33.3 Right of Rejection and Appropriation of Bid Security

Without prejudice to any other rights or remedies available under the Contract or applicable law, **SMC reserves the right to reject any Bid and appropriate/forfeit the Bid Security (EMD)** in the following circumstances:

a. Material Misrepresentation:- If at any stage of the bidding process or contract execution, any **material misrepresentation, concealment, false declaration, forged document, fabricated certificate, or misleading information** is discovered or brought to notice.

b. Failure to Provide Clarification / Supplemental Information:- If the Bidder fails to provide, within the time specified by **SMC**, any supplementary information, clarification, documentary proof, or evidence sought by **SMC** for evaluation of the Bid.

3.33.4 Site Visit by Bidders

The Bidders are strongly encouraged to undertake a **field visit to the concerned zone(s)** for which they intend to participate in the Tender/Bidding Process.

The Bidder shall independently assess and familiarize itself with:

- Length, width, and condition of roads and drains;
- Nature and extent of sanitation activities;
- Ground realities and site conditions;
- Traffic movement and accessibility;
- Population density and waste generation pattern;
- Availability of manpower and logistics;
- Climatic and environmental conditions;
- Availability of utilities such as water, electricity, parking, storage, etc.;
- Applicable laws, regulations, local conditions, and operational requirements; and
- Any other factor relevant to execution of sanitation services.

Submission of Bid shall be deemed to constitute that the Bidder has **visited/inspected the site or otherwise satisfied itself regarding site conditions and operational requirements**, and no claim arising out of lack of knowledge or misunderstanding of site conditions shall be entertained subsequently.

3.33.5 Confidentiality of Bidding Documents

The **Bidding Documents, including this RFP, Tender Document, Annexures, Appendices, and all supporting materials**, are and shall remain the **exclusive property of Sambalpur Municipal Corporation (SMC)**.

The Bidder shall treat all information contained therein as **strictly confidential** and shall not disclose, reproduce, publish, copy, circulate, or use such information for any purpose other than preparation and submission of its Bid.

Unauthorized disclosure or misuse of such information shall be treated seriously and may result in **rejection of Bid and/or legal action**, as applicable.

3.33.6 Cost of Bidding

The Bidder shall bear **all costs, expenses, charges, and liabilities** associated with:

- Preparation and submission of the Bid;
- Site visit and inspection;

- Documentation and certifications;
- Participation in pre-bid meetings;
- Clarifications and correspondence; and
- Participation in the Bidding Process.

Sambalpur Municipal Corporation shall not be responsible or liable in any manner whatsoever for such expenses, regardless of the conduct, outcome, cancellation, modification, or termination of the Bidding Process.

3.33.7 Confidentiality of Bid Evaluation Process

Information relating to the:

- Examination of Bids;
- Clarification sought from Bidders;
- Evaluation process;
- Recommendation of Bidders; and
- Decision-making process,

shall not be disclosed to any person who is **not officially connected with the Bidding Process or not authorized by SMC**.

SMC shall treat all information submitted by the Bidders as **confidential**, and all persons having access to such information shall be required to maintain confidentiality.

However, SMC may disclose such information:

- If required under applicable law;
- Pursuant to any order/direction of a Court or statutory authority;
- For audit, vigilance, investigation, or legal proceedings; or
- For enforcement or protection of legal rights, privileges, or obligations of SMC.

3.33.8 Agreement with the Service Provider

The successful Bidder shall execute an **Agreement (“Agreement”) with Sambalpur Municipal Corporation (SMC)** in the format prescribed by the Authority.

The Agreement shall set forth the **detailed terms and conditions governing the Contract**, including but not limited to:

- Scope of services;
- Rights and obligations of the Service Provider;
- Performance standards and service levels;
- Resource deployment obligations;
- Payment terms;
- Penalty and performance evaluation mechanism;

- Monitoring and grievance redressal system; and
- Other contractual responsibilities.

Execution of the Agreement shall be mandatory prior to commencement of services.

3.33.9 Complaint Register and Grievance Documentation

The Service Provider shall maintain **Ward-wise Complaint Registers** in the format prescribed by the Authority for recording, monitoring, and resolution of sanitation-related grievances within the assigned zone.

The Complaint Register shall include, inter alia:

- Complaint number/ID;
- Date and time of complaint;
- Name and contact details of complainant;
- Nature and location of grievance;
- Action taken;
- Date and time of resolution; and
- Compliance status.

All complaints shall be resolved by the Service Provider **within the prescribed timeline and at the earliest possible time**, with proper documentation of compliance to the satisfaction of the Authority.

Failure to redress complaints within the stipulated timeline shall attract **penalty as per the Contract provisions**.

The Complaint Register shall be **verified and authenticated by the concerned Ward Officer at least once every week**.

3.33.10 Installation of Signage Board / Wall Painting

The Service Provider shall install **signage boards and/or wall paintings** at prominent public locations in each assigned ward for dissemination of sanitation grievance information.

The signage/wall painting shall contain the following details:

“For any sanitation-related grievance in Ward No. ____, including sweeping, drain cleaning, door-to-door waste collection, municipal waste collection, carcass lifting, or sanitation-related complaints, please contact Toll Free Number: ____.”

The Service Provider shall ensure installation of **minimum 10 (Ten) signage boards/wall paintings in each ward**, or as directed by SMC.

The Service Provider shall submit **geo-tagged photographs/GPS location photographs** of the installed signage boards/wall paintings along with the **first monthly bill** for verification.

The signage/wall paintings shall be maintained in good condition throughout the contract period.

3.33.11 Validity of Tender and Rescission of Agreement

The Tender shall remain valid **only for execution of work during the prescribed contract period.**

In case of:

- Failure to comply with lawful instructions of the Authority;
- Breach of terms and conditions of the Agreement;
- Deficiency in service;
- Persistent poor performance; or
- Failure to maintain sanitation standards to the satisfaction of the Authority,

the Agreement may be **rescinded/terminated by the Authority without payment of any compensation**, subject to provisions of the Contract.

Such action shall be **without prejudice to penalty, forfeiture, recovery, or other remedies available to the Authority.**

3.33.12 Abnormally Low / High Quoted Rate

Submission of an **abnormally unworkable, unrealistic, or abnormally high quoted rate**, which in the opinion of the Tender Accepting Authority is not feasible for effective delivery of sanitation services, may render the Bid liable for rejection.

The decision of the **Tender Accepting Authority** in this regard shall be **final and binding.**

3.33.13 Compliance with SWM Rules and Government Guidelines

The Service Provider shall execute sanitation services strictly in accordance with:

- **Solid Waste Management Rules, 2026;**
- **CPHEEO Manual on Municipal Solid Waste Management;**
- Applicable Government guidelines, circulars, notifications, and SOPs; and
- Instructions issued by SMC from time to time.

Monthly performance shall be reviewed by the Authority, and in case of non-compliance, deficiency in service, or failure to maintain prescribed standards, **penalty may be imposed** as per Contract provisions.

3.33.14 Termination for Repeated Violations

The Authority reserves the right to terminate the Contract in case of:

- Repeated violations of Contract provisions;
- Persistent deficiency in service;
- Repeated breach of **Solid Waste Management Rules, 2026;**
- Violation of Government guidelines; or
- Failure to comply with lawful instructions issued by the Authority.

Termination under this Clause shall ordinarily be made by giving **01 (One) month prior written notice** to the Service Provider, unless otherwise warranted under emergency/public interest conditions.

3.33.15 Conditional and Incomplete Bids

Conditional, incomplete, unsigned, ambiguous, or non-responsive Bids shall be liable for rejection.

3.33.16 Modification of Zone / Wards

The Authority reserves the right to **increase, decrease, reorganize, merge, bifurcate, or modify the number of wards within a zone**, based on administrative requirement, public interest, field necessity, or operational convenience.

Such modification shall be undertaken **through mutual consultation and consent between Sambalpur Municipal Corporation and the Service Provider**, and the payment structure/resource deployment shall be revised accordingly.

3.33.17 Conduct and Responsibility of Deployed Manpower

Manpower deployed by the Service Provider shall perform duties in their respective zones with:

- Due diligence;
- Professional conduct;
- Discipline and responsibility; and
- Adequate care and safety precautions.

The Service Provider shall ensure that deployed personnel do not cause any loss, damage, nuisance, or injury to **Government property, public property, municipal assets, or any person** during discharge of duties.

3.33.18 Restriction on Entrustment of Work

The Service Provider shall **not entrust, assign, subcontract, transfer, or delegate the work to any other agency, contractor, person, or third party**, in whole or in part, without prior written approval of the Authority.

Violation of this provision shall be treated as **material breach of Contract**.

3.33.19 Authorization Letter

The Bidder shall submit a valid **Letter of Authorization / Power of Attorney (PoA)** authorizing the representative of the **Firm/Company/NGO/Entrepreneur** to sign the Tender Document and represent the organization in the bidding process.

Failure to submit such authorization may render the Bid liable for rejection.

3.33.20 Overwriting and Discrepancies in Tender Document

Tender documents containing **unauthorized overwriting, alterations, additions, erasures, obliterations, discrepancies, or tampering**, which materially affect the contents of the Bid, may be rejected.

However, genuine corrections duly authenticated by the authorized signatory may be considered at the discretion of the Authority.

3.33.21 Signing of Tender Document

The Bidder shall **sign every page of the Tender/Bid Document**, including annexures, schedules, declarations, and supporting submissions, and submit the same as part of the Bid.

Unsigned documents may render the Bid **non-responsive**.

3.33.22 Market Price Variation

The Authority shall **not be held responsible for fluctuation or variation in market prices, labour cost, fuel cost, material cost, or operational expenses**, except where escalation is specifically admissible under the Contract.

The accepted Contract Rate shall ordinarily remain **firm and binding** throughout the contract period, subject only to approved escalation provisions.

3.33.23 Health, Safety, Insurance and Capacity Building of Manpower

The Service Provider shall ensure **health, safety, welfare, and occupational protection measures** for all manpower engaged under the Contract.

The Service Provider shall:

- Ensure occupational health and workplace safety;
- Provide required insurance coverage for manpower and assets deployed;
- Conduct awareness and capacity-building programs regarding occupational hazards, safety practices, and precautionary measures;
- Ensure proper handling of sanitation equipment and hazardous exposure; and
- Promptly address workplace accidents, injuries, or occupational hazards.

SMC reserves the right to conduct **periodic health check-ups of deployed manpower**, directly or through authorized agencies.

In case of any accident, injury, occupational hazard, disability, or health-related incident during service delivery, the **Service Provider shall remain solely responsible**, and no compensation or liability shall be claimed against **Sambalpur Municipal Corporation**.

3.33.24 Restriction on Transfer / Assignment / Subcontracting

The Service Provider shall **not transfer, assign, pledge, subcontract, delegate, or otherwise part with any of its rights, obligations, liabilities, or responsibilities under this Agreement**, in whole or in part, to any person, agency, organization, firm, company, or entity whatsoever, without obtaining **prior written approval of the Authority**.

Any unauthorized transfer, assignment, subcontracting, or delegation shall constitute a **material breach of Contract**, and the Authority reserves the right to:

- **Terminate the Contract forthwith;**
- Forfeit the **Performance Security/EMD**, wholly or partly;
- Recover losses/damages, if any; and/or
- Initiate any other action as deemed appropriate under law.

3.33.25 Binding Nature of Information Furnished

The Service Provider shall remain **bound by all information, declarations, documents, affidavits, certificates, statements, and particulars furnished** to the Authority at the time of submission of Tender/Bid or at any subsequent stage.

If at any stage any document, declaration, information, certificate, or representation furnished by the Service Provider is found to be:

- False;
- Forged;
- Misleading;
- Fabricated; or
- Suppressing material facts,

the same shall be treated as **breach of terms and conditions of the Agreement**, and shall make the Service Provider liable for:

- **Immediate termination of Agreement;**
- Forfeiture of Performance Security/EMD;
- Blacklisting/debarment, if applicable; and/or
- Legal action under applicable law.

3.33.26 Continuity of Sanitation Services

The Service Provider shall provide sanitation services **throughout the year on all 365 days**, irrespective of weekends, public holidays, festivals, bandh, strikes, weather conditions, or other interruptions.

Accordingly, manpower deployment shall be arranged on a **roster basis** to ensure uninterrupted sanitation service delivery.

However, considering the **local culture and traditions of Sambalpur**, holidays may be permitted on the occasions of **Nuakhai and Pushpuni**, subject to prior arrangement of minimum essential sanitation services as directed by the Authority.

In case sanitation services are **not delivered or partially delivered on any day**, due to any reason attributable to the Service Provider, the Authority shall impose:

- **Proportionate deduction from monthly bill;** and/or
- **Penalty**, as applicable under the Contract.

During emergency situations, special drives, festivals, VIP visits, natural calamities, public events, outbreaks, or any sanitation emergency, the Service Provider shall deploy required manpower, machinery, and resources **as per instructions of SMC field functionaries, without any claim for additional incentive, compensation, or extra payment**, unless otherwise approved by the Authority in writing.

3.33.27 Liability, Safety, and Employment Status

Sambalpur Municipal Corporation (SMC) shall not be responsible for:

- Any financial loss suffered by the Service Provider;
- Injury, disability, accident, or death of manpower deployed by the Service Provider;
- Damage or loss to vehicles, machinery, equipment, or assets deployed; or
- Payment of compensation, insurance claims, legal liabilities, or employee benefits arising during execution of the Contract.

The Service Provider shall remain solely responsible for compliance with:

- Labour laws;
- Employee welfare obligations;
- Occupational safety;
- Insurance coverage;
- Compensation liabilities; and
- Statutory obligations.

The personnel engaged by the Service Provider shall remain employees of the Service Provider only and **shall not claim, nor be entitled to, any salary, pay scale, pension, regularization, perks, allowances, service benefits, or facilities admissible to regular/confirmed employees of SMC**, either during or after expiry of the Contract.

The Service Provider shall ensure adequate safety measures and supervision for all manpower engaged during performance of sanitation work.

3.33.28 Grievance Redressal Mechanism

SMC operates multiple grievance receiving platforms/modules for sanitation-related complaints.

Any sanitation-related grievance received by SMC through:

- Toll-free number;
- Complaint Cell;
- Social media;
- WhatsApp;
- Swachhata App;
- ULB Odisha Portal;
- Written complaint; or
- Field inspection/report,

shall be immediately forwarded to the authorized representative of the Service Provider.

The Service Provider shall:

- Attend and resolve grievances **with utmost priority**;
- Comply within prescribed timelines;
- Submit compliance report immediately after resolution; and
- Maintain proper documentation.

No negligence, delay, or non-compliance in grievance redressal shall be accepted by the Authority.

The Service Provider shall deploy a **Rapid Response Team (RRT)** with required manpower, vehicles, and equipment for timely grievance resolution in coordination with SMC.

Delay in grievance redressal shall attract **penalty as per Contract provisions**.

3.33.29 Citizen Feedback Mechanism

The Service Provider shall ensure sanitation services are delivered to the **satisfaction of citizens**.

For this purpose, the Service Provider shall maintain **Citizen Feedback Registers** in every ward within the assigned zone, in the format prescribed by **SMC**.

The Service Provider shall:

- Collect feedback from citizens regarding sanitation service quality;
- Ensure ward-wise documentation; and
- Submit the registers to **Sanitation Cell, SMC** on the **last working day of every month** for verification.

The Service Provider shall obtain and document **minimum 50 (Fifty) citizen feedback entries per ward per day**, unless otherwise modified by SMC.

The Authority may review citizen feedback while assessing:

- Performance of Service Provider;
- Quality of service delivery;
- Grievance trends; and
- Bill certification/performance evaluation.

3.33.30 Conduct and Discipline of Deployed Personnel

All manpower deployed by the Service Provider shall be:

- Polite;
- Courteous;
- Disciplined;
- Efficient; and
- Professional in conduct while discharging duties.

The conduct and behaviour of deployed personnel shall promote:

- Public goodwill;
- Positive public interaction; and
- Enhancement of the image of **SMC and the Service Provider**.

The Service Provider shall be responsible for any:

- Misconduct;
- Negligence;
- Misbehavior;
- Public nuisance; or
- Act of indiscipline,

committed by deployed personnel.

Failure to maintain discipline and proper conduct may attract **penalty and corrective action by the Authority.**

3.33.31 Collection of Waste from Narrow Lanes / Inaccessible Areas

The Service Provider shall ensure **door-to-door collection of segregated waste** from narrow lanes, by-lanes, and inaccessible streets where **BoVs/LCVs are unable to enter.**

Such collection shall be carried out through:

- Manual collection by deployed manpower; and
- **Trolleys/Garbage Rickshaws**, to be provided by **SMC** and maintained by the Service Provider.

SMC shall identify such inaccessible areas and communicate the same to the Service Provider.

The segregated waste so collected shall be transported to:

- Nearby **MCC/MRF/Wealth Centres**, or
- Any designated facility/site, as directed by SMC from time to time.

The Service Provider shall ensure **100% collection coverage** from such inaccessible areas.

3.33.32 Compliance with Pollution Norms and SWM Rules

The Service Provider shall ensure that sanitation operations and municipal solid waste management are carried out in compliance with:

- **Solid Waste Management Rules, 2026**, including amendments thereto;
- **CPHEEO Manual on Solid Waste Management**;
- Guidelines of **MoHUA, BIS**, and other competent authorities;
- Applicable pollution control norms;
- Environmental standards; and
- Relevant laws, regulations, bye-laws, and Government instructions.

The Service Provider shall ensure that the Project meets all prescribed **environmental safeguards, pollution control standards, and waste handling protocols.**

However, the scope of this Contract shall **not include collection, transportation, treatment, or disposal of biomedical waste, hazardous industrial waste, or industrial effluents**, unless specifically authorized by the Authority.

3.33.33 Bidder's Due Diligence and Independent Assessment

The Bidders are expected to undertake **their own surveys, field visits, investigations, inspections, and independent assessment of the Project**, prior to submission of their Bids.

The Bidder shall independently satisfy itself regarding, inter alia:

- Scope and nature of sanitation services;
- Site conditions and accessibility;
- Waste generation pattern;
- Length and width of roads and drains;
- Resource requirement;
- Traffic conditions;
- Climatic conditions;
- Availability of manpower, utilities, and logistics; and
- Any other matter relevant for successful execution of the Contract.

Nothing contained in the **Bidding Documents, RFP, clarifications, or information provided by Sambalpur Municipal Corporation (SMC)** shall be construed as a representation, warranty, assurance, or guarantee by SMC.

SMC shall not be liable in any manner whatsoever for any loss, claim, cost, risk, or consequence arising out of reliance placed by any Bidder upon the contents of the Bidding Documents.

Submission of Bid shall be deemed to constitute that the Bidder has conducted necessary due diligence and is fully satisfied regarding the Project conditions.

3.33.34 Submission of Monthly Action Plan

The Service Provider shall submit a **Monthly Action Plan/Work Plan** for sanitation activities to **SMC on or before the 27th day of the preceding month**.

The Monthly Action Plan shall include, inter alia:

- Ward-wise deployment schedule;
- Manpower deployment;
- Vehicle deployment;
- Drain cleaning schedule;
- Sweeping schedule;
- Bush uprooting/de-weeding schedule;
- Door-to-door collection plan;
- Grievance response mechanism; and
- Any special sanitation drive proposed.

Any change, revision, or deviation in the approved Action Plan shall be **intimated to the Authority at least 15 (Fifteen) days in advance**, except in emergency situations or circumstances beyond control.

The revised Action Plan shall be implemented only after approval/intimation to SMC, as applicable.

3.33.35 Addition / Modification of Terms and Conditions

The Authority reserves the right to **introduce, modify, amend, supplement, or revise terms and conditions of the Contract**, if found necessary for:

- Compliance with statutory provisions;
- Government guidelines/instructions;
- Court orders;
- Public interest;
- Administrative necessity; or
- Improvement in sanitation service delivery.

However, such additions or modifications shall be made **through written communication/addendum and in conformity with applicable law**.

The Service Provider shall be bound to comply with such written additions, modifications, or amendments without any undue delay and shall promptly implement the revised directives to ensure the uninterrupted delivery of sanitation services.

3.33.36 Confidentiality of Bid Evaluation Process

Information relating to:

- Examination of Bids;
- Clarifications sought from Bidders;
- Evaluation process;
- Recommendation of Bidders; and
- Decision-making process,

shall not be disclosed to any person who is **not officially connected with the Bidding Process or not authorized by SMC**.

SMC shall treat all information submitted by the Bidder as **confidential**, and all persons having access to such information shall maintain confidentiality.

However, SMC may disclose such information where:

- Disclosure is required under applicable law;
- Disclosure is required under the **Right to Information Act, 2005 (RTI Act), Odisha Municipal Corporation (OMC) Act**, or any other applicable statute;
- Directed by a Court of competent jurisdiction or statutory authority; or
- Necessary to enforce, protect, or assert legal rights and obligations of SMC.

3.33.37 Blacklisting / Suspension of Bidder or Contractor

SMC reserves the right to **blacklist, suspend, debar, or prohibit participation of any Bidder/Contractor in future tenders of SMC**, in accordance with applicable law and principles of natural justice, under the following circumstances:

a. Corrupt or Fraudulent Practices

If a Bidder/Contractor engages in:

- Corrupt practice;
- Fraudulent practice;
- Coercive practice;
- Undesirable practice;
- Restrictive practice; or
- Any act in violation of provisions of this **RFP/Bid Document/Contract** or applicable law.

b. Withdrawal, Modification, or Failure to Execute

If a Bidder:

- Modifies, substitutes, alters, or withdraws its Bid during the period of Bid Validity, without prior written approval of SMC and without following the prescribed procedure;
- Fails or refuses to sign and execute the Contract Agreement within the stipulated timeframe after the issuance of the Letter of Acceptance (LoA); or
- Fails or refuses to furnish the required Performance Security within the prescribed time limit as specified in this Bid Document.

c. Failure of Successful Bidder

In case of a Successful Bidder, if within the stipulated time period:

i. Failure to Execute Agreement

The Bidder fails or refuses to sign the **Contract Agreement/Agreement**.

ii. Failure to Furnish Performance Security

The Bidder fails to furnish **Performance Security** in accordance with the Bid Document and Contract provisions.

d. Submission of False Documents

If the Bidder/Contractor submits:

- Forged certificates;
- False declarations;
- Misleading information; or
- Suppresses material facts,

during the bidding or execution stage.

e. Persistent Deficiency in Service

If the Contractor repeatedly commits serious deficiencies in sanitation service delivery, abandonment of work, or repeated breach of contractual obligations.

Before blacklisting/debarment, the Bidder/Contractor shall ordinarily be provided a **reasonable opportunity of hearing/representation**, except in cases involving fraud, forged documents, or urgent public interest.

The decision of **SMC/Competent Authority** shall be final and binding.

3.34 ENGAGEMENT OF LABOUR

3.34.1 Age Limit and Payment of Wages

The Service Provider shall **not employ any person below the age of 18 (Eighteen) years** for execution of sanitation work under this Contract.

The upper age limit for engagement of manpower shall ordinarily be **60 (Sixty) years**, or such age as may be prescribed by the **Government from time to time**.

The Service Provider shall pay wages to all deployed labour/manpower **not less than the minimum wages prescribed by the Government of Odisha or competent authority from time to time**, applicable to the category of work performed.

In no case shall wages paid to labour engaged under this Contract be less than wages payable for **similar nature of work in the locality or as notified under applicable labour laws**, whichever is higher.

3.34.2 Safety of Core Sanitation Workers

The Service Provider shall submit to **SMC** the list/details of **Core Sanitation Workers (CSWs)** engaged for **surface drain cleaning, de-silting, sanitation, and allied activities**.

The Service Provider shall ensure **health, safety, dignity, and occupational protection** of such workers in accordance with the provisions of:

- **Prohibition of Employment as Manual Scavengers and their Rehabilitation Act, 2013 (PEMSR Act, 2013);**
- **Applicable labour and occupational safety laws; and**
- **Government guidelines issued from time to time.**

The Service Provider shall ensure that **manual scavenging in prohibited form is not undertaken under any circumstances**, and wherever feasible, mechanized cleaning methods shall be adopted.

3.34.3 Verification of Wage Payment

The **Municipal Commissioner, Sambalpur Municipal Corporation**, or any officer authorized by him/her, shall have the right to:

- Enquire into complaints regarding wage payment;
- Verify wage disbursement records;
- Examine registers, salary slips, bank transfer records, attendance, and statutory deposits; and
- Ensure compliance with minimum wage provisions.

Any complaint alleging **payment of wages less than prescribed minimum wages or wages paid for similar work in the locality**, shall be subject to enquiry and verification by the Authority.

3.34.4 Complaint Regarding Non-payment / Underpayment of Wages

In case any labour/manpower engaged by the Service Provider submits complaint regarding:

- Non-payment of wages;
- Delayed payment of wages;
- Less payment than notified minimum wages; or
- Non-payment of statutory dues,

the **Municipal Commissioner, SMC** shall have the authority to investigate the matter.

If the Service Provider is found in default, the Authority may:

- Recover the admissible amount from the Service Provider's bill, dues, security deposit, or Performance Security; and
- Release the due amount directly to the concerned labour/manpower,

under intimation to the **concerned Labour Officer/Competent Authority**.

The decision of the Authority in this regard shall be **final and binding on the Service Provider**, subject to applicable law.

The Service Provider shall also engage sufficient supervisory personnel for day-to-day coordination and supervision of sanitation services.

3.34.5 Deployment of Authorized Representative / Supervisor

The Service Provider shall engage **at least one authorized representative/supervisory personnel for each assigned zone**, at its own cost, during the period of execution of work.

No separate payment shall be admissible from **SMC** for such deployment.

The authorized representative shall remain available for day-to-day coordination and shall respond promptly to instructions issued by:

- Swachha Sathis;
- Swachha Supervisors;
- Ward Officers;
- Sector Officers;
- Sanitation Experts;

- Health Officer;
- Nodal Officer (Sanitation);
- Deputy Commissioner;
- Additional Commissioner; or
- Any other authorized supervisory authority of SMC.

Failure to respond to lawful instructions or failure in coordination shall attract **penalty as decided by the Authority**.

3.34.6 Accommodation and Welfare Facilities

The Service Provider shall make necessary arrangements, at its own cost, for:

- Accommodation (wherever necessary);
- Drinking water supply;
- Sanitary facilities;
- Resting arrangements; and
- Welfare facilities for deployed manpower.

Where sanitation work is required during night hours or emergency situations, the Service Provider shall arrange **adequate lighting and safety arrangements at its own cost**, wherever necessary.

3.34.7 Compliance with Labour Laws

The selected Service Provider shall strictly comply with:

- Applicable **Labour Laws**;
- Minimum Wages Act;
- Contract Labour laws;
- EPF & ESI provisions;
- Occupational safety norms;
- Government notifications issued from time to time; and
- Other statutory requirements applicable to sanitation services.

The Service Provider shall also strictly comply with the provisions of the:

“Prohibition of Employment as Manual Scavengers and their Rehabilitation Act, 2013”, and rules framed thereunder.

Any violation of statutory labour provisions shall be treated as **material breach of Contract**.

3.34.8 Prohibition on Collection of User Charges

The Service Provider, its employees, manpower, supervisors, agents, or representatives shall **not collect any money, user charges, donation, fee, tip, subscription, or any form of payment from the public** in connection with sanitation services under this Contract.

If any complaint in this regard is found genuine upon verification, the Service Provider shall be liable for:

- **Penalty;**
- Recovery;
- Disciplinary action against concerned manpower; and/or
- Termination of Contract in case of repeated violations.

3.34.9 Statutory Compliance of Manpower

The Service Provider shall comply with all statutory obligations relating to manpower deployed under this Contract, including but not limited to:

- Payment of **Minimum Wages;**
- **Employee Provident Fund (EPF);**
- **Employee State Insurance (ESI);**
- Insurance and labour welfare provisions; and
- Any other statutory benefit mandated under law.

Any **non-compliance, suppression, delayed deposit, or violation of statutory requirements** shall constitute a **material breach of Contract** and may result in:

- Penalty;
- Recovery of dues;
- Withholding of payment;
- Termination of Contract; and/or
- Legal action as per applicable law.

3.35 JURISDICTION OF COURT

3.35.1 Amicable Resolution and Administrative Adjudication

In the event of any dispute, difference, claim, or disagreement arising out of or in connection with the interpretation, implementation, execution, or performance of any clause(s) of this Agreement, the Parties shall first endeavour to resolve the matter **amicably through mutual consultation and negotiation**.

If the dispute remains unresolved, the matter may be referred to the **next higher competent authority** for examination and adjudication.

The decision/recommendation of such authority shall ordinarily be complied with by both Parties in good faith, without prejudice to remedies available under law.

3.35.2 Jurisdiction of Court

In the event either Party is aggrieved by the decision of the competent authority or if the dispute remains unresolved, the matter may be referred to a **Court of competent jurisdiction at Sambalpur, Odisha**.

The **Courts at Sambalpur, Odisha shall have exclusive jurisdiction** over all disputes arising out of or relating to this Agreement.

Neither Party shall be competent to institute any suit, claim, proceeding, or legal action in respect of matters covered under this Agreement before any Court outside the territorial jurisdiction of **Sambalpur, Odisha**.

3.36 MISCELLANEOUS

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

Without incurring any obligation, liability, or assigning any reason whatsoever, **SMC reserves the right**, at its sole discretion, at any stage of the Bidding Process, to:

3.36.1 Suspension / Cancellation of Bidding Process

Suspend, withdraw, cancel, postpone, amend, supplement, or modify the **Bidding Process**, including revision of dates, timelines, eligibility conditions, scope of work, or other terms and conditions.

3.36.2 Clarification from Bidders

Consult, communicate, or interact with any Bidder for seeking **clarification, explanation, additional information, or supporting documents**, as deemed necessary for evaluation of the Bid.

3.36.3 Retention of Information

Retain, preserve, or utilize any information, record, declaration, or documentary evidence submitted to **SMC** by or on behalf of any Bidder for the purposes of scrutiny, verification, audit, vigilance, legal proceedings, or future reference.

3.36.4 Verification / Acceptance / Rejection of Bid

Independently verify, examine, evaluate, accept, reject, disqualify, or seek clarification regarding any Bid, document, statement, submission, or information furnished by or on behalf of any Bidder.

3.36.5 Amendment of Bidding Documents

Amend, modify, supplement, clarify, reissue, or withdraw the **Bidding Documents, RFP, Tender Document, Corrigendum, Addendum, or any part thereof**, at any stage before award of Contract.

3.36.6 Acceptance or Rejection of Bids

Accept or reject **any or all Bids**, wholly or partly, without assigning any reason and without incurring any liability to the Bidder.

However, such action shall ordinarily be undertaken in accordance with applicable law, fairness, and principles governing public procurement.

3.36.7 Limitation of Liability

It shall be deemed that by submission of the Bid, the Bidder acknowledges and agrees that:

- Participation in the Bidding Process is entirely at its own risk and cost;
- SMC, its officers, employees, representatives, consultants, and advisors shall not be liable for any claim, loss, damage, cost, expenditure, delay, or consequence arising out of the Bidding Process; and
- The Bidder waives any claim against SMC arising solely out of lawful exercise of powers, rights, or discretion under the Bidding Process.

However, nothing contained herein shall absolve SMC from obligations arising under applicable law or judicial directions.

(Rectified: Earlier clause was overly broad and legally challengeable. This version is safer.)

3.36.8 Environmental and Social Compliance

Any **environmental and social impact assessment**, wherever required to be undertaken by the Bidder/Service Provider, shall be conducted in accordance with:

3.36.9 Applicable Laws

All applicable **environmental, social, labour, occupational health & safety, and security laws**, including statutes, rules, regulations, Government notifications, and standards applicable in India.

This shall include compliance with applicable:

- Environmental laws;
- Labour welfare laws;
- Occupational safety standards;
- Pollution control norms; and
- Public health and sanitation regulations.

3.36.10 Mitigation Measures

The Service Provider shall design and implement necessary **environmental and social mitigation measures**, wherever applicable, in compliance with prevailing statutory provisions and Government guidelines.

Such measures shall include safeguards for:

- Environmental protection;
- Occupational health and safety;
- Public hygiene and sanitation;
- Worker welfare; and
- Social safeguards.

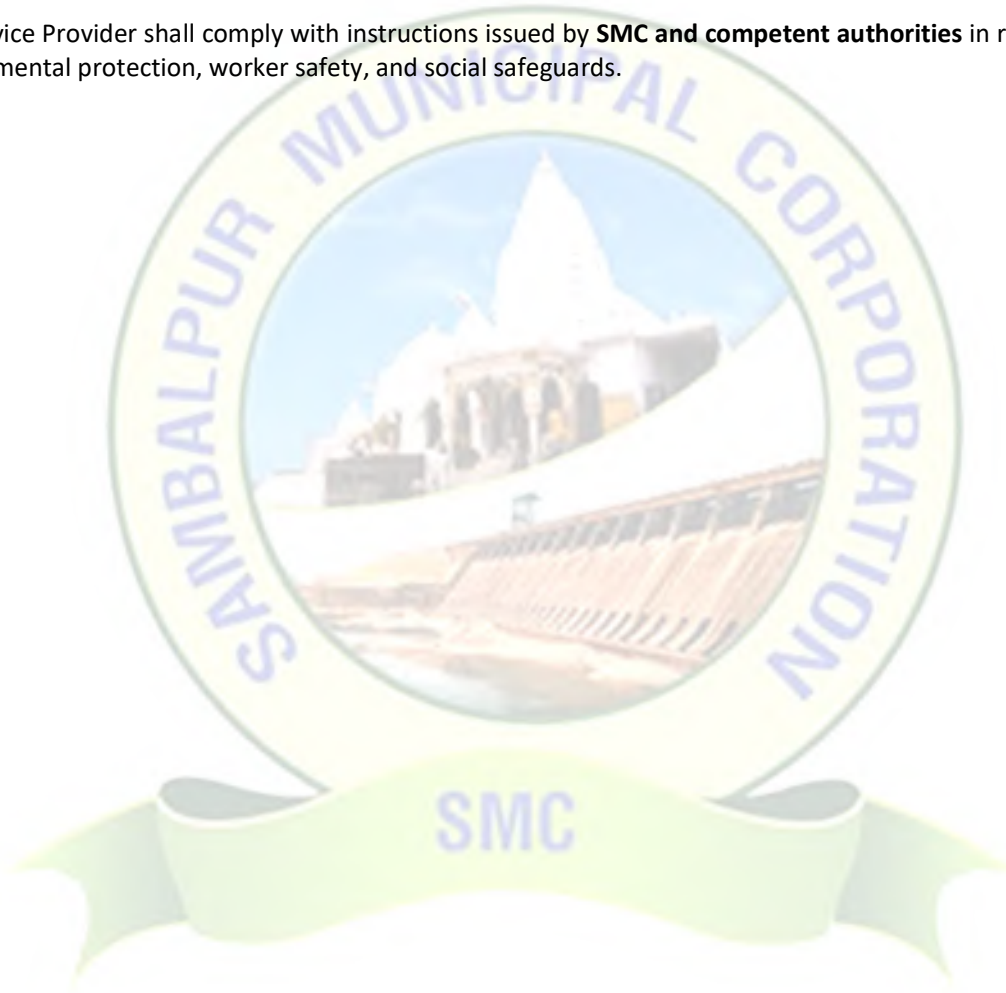
3.36.11 Environmental, Health & Safety (EHS) Management System

The Successful Bidder shall establish, maintain, and operate a **documented Environmental, Health, Safety, and Social Management System (EHS-SMS)** for execution of sanitation services.

The system shall include:

- Worker safety protocols;
- PPE compliance;
- Incident reporting mechanism;
- Occupational hazard management;
- Waste handling protocols;
- Environmental safeguards; and
- Compliance monitoring mechanism.

The Service Provider shall comply with instructions issued by **SMC and competent authorities** in relation to environmental protection, worker safety, and social safeguards.



Documents to be submitted in Cover–A (General & Techno-Commercial Bid)

Sl. No.	Documents List	Submitted (Yes/No)	Page No.
1	Cover Letter – APPENDIX-A		
2	Bidder Information – APPENDIX-B		
3	Self-attested copy of complete Tender Document duly signed on each page		
4	Tender Paper Cost of ₹10,000/- (Rupees Ten Thousand only)		
5	EMD of Rs. 8,34,951/- (Rupees Eight Lakh Thirty Four Thousand Nine Hundred Fifty One Only)		
6	Copy of PAN Card & GST Registration Certificate		
7	Valid Labour License Copy		
8	EPF Registration Certificate		
9	ESIC Registration Certificate		
10	Audited Profit & Loss Account and Balance Sheet of required period		
11	Income Tax Return (ITR) of last 03 (Three) Financial Years		
12	Work Experience along with supporting documents – APPENDIX-C		
13	Bidder Turnover Certificate duly certified by Chartered Accountant – APPENDIX-D		
14	Brief write-up of relevant business activities undertaken so far and overview of expertise/capacity of the Agency – APPENDIX-E		
15	Local Address Proof / Undertaking for opening of Branch Office – APPENDIX-F		
16	Undertaking regarding Non-Blacklisting – APPENDIX-G		
17	Certificate of No Relationship – APPENDIX-H		
18	Information regarding current litigation, debarment, expulsion from tendering process, or abandonment of work by the Bidder – APPENDIX-I		
19	Bidder Legal Status – APPENDIX-J		
20	Declaration regarding No Conflict of Interest – APPENDIX-K		
21	Implementation Plan Write-up (<i>Not more than 10 pages</i>) covering the following:		
	a. Deployment Plan (<i>equipment, vehicles, accessories, tools & manpower</i>)		
	b. Collection & Transportation Plan (<i>timing, handling, storage, safety, etc.</i>)		
	c. Project Financial Plan		
	d. Process Management, Monitoring & Tracking Plan		
	e. List of Equipment, Vehicles, Accessories, Tools & Tackles to be deployed		
22	Copy of ISO Certifications/MSME Certificate , if applicable		
23	Copy of EPF & ESI ECR/Payment Confirmation Slip of last 03 months for manpower strength verification		

Important Instructions

1. The above checklist format shall be placed as the first page of Cover-A (General & Techno-Commercial Bid).
2. All documents shall be submitted strictly in the order mentioned above with proper page numbering and indexing.
3. Any document containing unauthorized overwriting, tampering, cutting, tearing, or material alteration, without authentication by the authorized signatory, may render the Bid liable for rejection.
4. All pages of the Tender Document and supporting documents shall be duly signed and stamped by the authorized signatory of the Bidder.



APPENDIX-A

COVER LETTER / TECHNICAL PROPOSAL SUBMISSION FORM

(To be submitted on the Letter Head of the Bidder duly signed by the Authorized Signatory)

Date: _____

To

The Commissioner

Sambalpur Municipal Corporation

Durgapali, Sambalpur – 768006

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 under Zone No. ____ of Sambalpur Municipal Corporation, Sambalpur.

Ref:

Bid/Tender Call Notice No. _____ Dated _____

Sir/Madam,

I/We, having examined the **Bid/Tender Document**, including all amendments/addenda issued thereto, and having fully understood the scope, terms, conditions, obligations, and requirements of the work, hereby submit our **Technical Proposal (General & Techno-Commercial Bid)** for execution of the aforesaid work in **Zone No. ____** of Sambalpur Municipal Corporation.

I/We hereby declare and undertake the following:

1. Unconditional Bid

The Bid submitted by us is **unconditional, unqualified, and strictly in conformity with the provisions of the Bid Document.**

2. Authenticity of Information

All information, statements, declarations, certificates, and documents submitted along with this Bid are **true, correct, complete, authentic, and genuine**, and copies submitted are true copies of their respective originals.

3. Additional Information

I/We undertake to furnish to **Sambalpur Municipal Corporation (SMC)** any further information, clarification, or supporting document, as may be required for examination, evaluation, verification, or authentication of this Bid.

4. Right of Rejection by SMC

I/We acknowledge and accept the right of **SMC** to reject our Bid, annul the Bidding Process, or reject any or all Bids at any stage **without assigning any reason whatsoever**, and hereby waive any right to challenge the same except as permissible under applicable law.

5. Declaration by the Bidder

I/We hereby declare that:

a. I/We have carefully examined the entire Bid Document and **have no reservations whatsoever** regarding the terms and conditions contained therein, including corrigenda/addenda issued, if any.

b. I/We do not have any **conflict of interest**, directly or indirectly, in accordance with the provisions of the Bid Document.

c. I/We have **not directly or indirectly, or through any agent or third party**, engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice, or anti-competitive conduct in connection with this Bid.

6. Cancellation of Bidding Process

I/We understand that **SMC reserves the right to cancel, modify, suspend, or withdraw the Bidding Process at any stage**, without incurring any liability whatsoever to the Bidder.

7. Change in Facts or Circumstances

I/We undertake that in case of any material change in facts, status, eligibility, or circumstances during the Bidding Process or validity period of the Bid, the same shall be **immediately intimated to SMC in writing**.

8. Waiver of Right to Challenge

I/We hereby irrevocably waive any right, claim, or remedy which may arise at law or otherwise to challenge any decision taken by **SMC** in connection with the Bidding Process, evaluation, selection, or award of the Assignment, except as available under applicable law.

9. Site Visit and Due Diligence

I/We confirm that we have:

- Carefully studied all Bid Documents;
- Undertaken site visit/survey of the Project Area/Zone;
- Assessed roads, drains, manpower, logistics, waste generation, and operational requirements; and
- Fully satisfied ourselves regarding conditions relevant for execution of the Assignment.

I/We further confirm that **no claim whatsoever shall be raised in future on account of lack of knowledge or misunderstanding of site conditions or operational requirements**.

10. Validity of Bid

I/We agree that this Bid shall remain **valid for a period of 180 (One Hundred Eighty) days** from the Bid Due Date specified in the Tender Document.

11. Acceptance of Tender Conditions

I/We agree and undertake to **abide by all terms, conditions, provisions, instructions, and obligations contained in the Bid Document and Agreement**, if selected.

12. Consistency of Documents

I/We hereby certify that the **documents uploaded online and the hard copy submitted under Cover-A (General & Techno-Commercial Bid) are identical in all respects**, and no discrepancy or variation exists between them.

In witness whereof, I/We submit this Bid under and in accordance with the provisions of the Tender/Bid Document.

Yours faithfully,

Signature of Authorized Signatory: _____

Name of Authorized Signatory: _____

Designation: _____

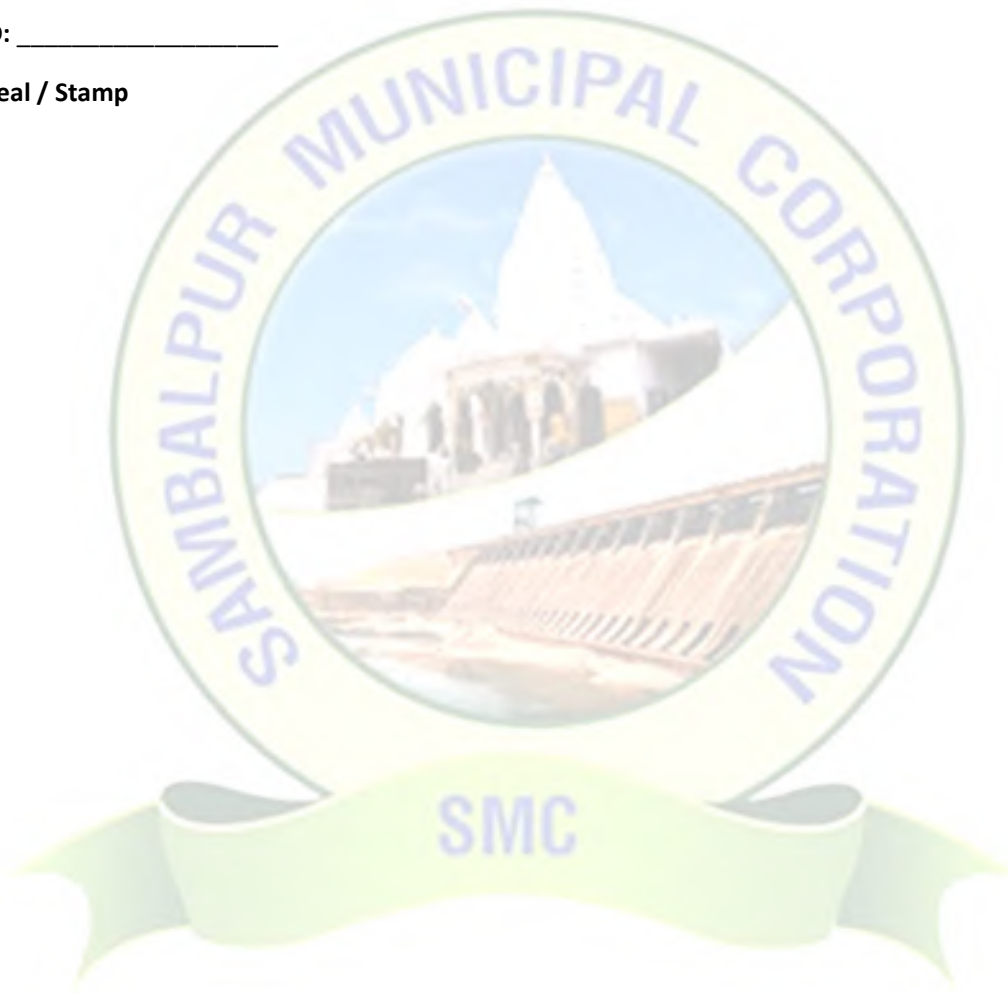
Name of Bidder / Company / Agency: _____

Address: _____

Mobile No.: _____

Email ID: _____

Office Seal / Stamp



APPENDIX-B

BIDDER'S PROFILE & MASTER EVALUATION MATRIX

(To be submitted on the Letter Head of the Bidder duly signed by the Authorized Signatory)

Instructions to Bidders:

- This master table serves as the primary index for determining your eligibility and calculating your technical score.
- You must extract the exact values from your supporting documents and enter them in the "Bidder's Claimed Data / Value" column.
- The Page No. must point exactly to the highlighted section of the supporting document where this claim is proven.
- Zero marks or Disqualification will be awarded for any parameter where the data is left blank, the page number is missing, or the supporting document is invalid/missing.

PART I: GENERAL INFORMATION OF THE BIDDER

Sl. No.	Particulars	Details to be Furnished
1.	Name of the Registered Agency / Firm / Company / Contractor	
2.	Legal Status (Proprietorship / Partnership / Company etc.)	
3.	Year of Establishment / Incorporation	
4.	Registered Office Address	
5.	Name and Designation of Authorized Signatory	
6.	Contact Details (Mobile No. and Email ID)	

PART II: MASTER EVALUATION & ELIGIBILITY MATRIX

Sl. No.	Evaluation Parameter /	Bidder's Claimed Data / Value (Bidder to fill exact	Mandatory Supporting	Page No. in
---------	------------------------	---	----------------------	-------------

	Criteria	details)	Document Required	Bid
SECTION A: STATUTORY & LEGAL ELIGIBILITY				
1.	Firm Registration (Must be in operation for at least 07 years)	Year of Incorporation: _____	Certificate of Incorporation / Registration	
2.	PAN and GST Registration	PAN No: _____ GSTIN: _____	Copy of PAN and GST Certificates	
3.	EPF and ESIC Registration	EPF No: _____ ESIC No: _____	Valid EPF and ESIC Registration Certificates	
4.	Valid Labour License	License No: _____	Copy of Valid Labour License	
5.	Mandatory Undertakings (Anti-collusion, No Blacklisting, No Criminal Record, Local Address, etc.)	Submitted: [Yes / No]	Signed Appendices G, H, I, J, K, and L, M	
6.	Minimum Past Contract Value (At least	Claimed Contract Value:	Work Order + Client Experience	

	one similar contract of ₹3.00 Crores or more as per Clause 1.11 A (b))	₹ _____	Certificate explicitly stating the executed value	
SECTION B: FINANCIAL STRENGTH (ELIGIBILITY & SCORING)				
7.	Average Annual Turnover (Provide turnover for all 3 FYs: 2022-23, 2023-24, 2024-25 and the Average of the same)	2022-23: ₹ _____ Crores 2023-24: ₹ _____ Crores 2024-25: ₹ _____ Crores Average Turnover: ₹ _____ Crores	CA Certificate with valid UDIN (As per Appendix-D) & Audited Statements	
8.	Net Worth (As on 31st March 2025)	Exact Net Worth: ₹ _____ Crores	CA Certificate with valid UDIN (As per Appendix-E)	
9.	Profitability (No financial loss incurred in the last 02 FYs)	Loss Incurred? [Yes / No]	CA Certificate with valid UDIN (As per Appendix-E)	
SECTION C: TECHNICAL & OPERATIONAL CAPABILITY (ELIGIBILITY & SCORING)				
10.	Peak Manpower Capacity (Highest active headcount in a single calendar month under a single MSW	Peak Headcount: _____ personnel Month/Year: _____	EPF ECR Statement for that exact month matching the claimed headcount	

	contract in the last 5 FYs)			
11.	Peak Average MSW Handled (Best average TPD achieved in any 1 FY out of the last 5 FYs under a single ULB contract)	Best Avg TPD: _____ TPD Achieved in FY: _____	ULB Certificate explicitly stating the average TPD for that FY	
12.	Experience 1: Street Sweeping (Continuous execution > 2 years as Principal Contractor)	Duration: ____ Yrs ____ Mos Census 2011 Pop: _____ (Note: Use the 2011 Census population of the specific City if the entire city was served, or the specific Part of the City/Zone/Ward cluster if only a part was served)	Work Order + ULB Experience Certificate + Census 2011 Proof	
13.	Experience 2 : Drain Cleaning, Conservancy Cleaning, and/or Bush Uprooting (Continuous execution > 2 years as Principal Contractor)	Duration: ____ Yrs ____ Mos Census 2011 Pop: _____ (Note: Use the 2011 Census population of the specific City if the entire city was served, or the specific Part of the City/Zone/Ward cluster if only a part was served)	Work Order + Client Experience Certificate + Census 2011 Proof	
14.	Experience 3: Door-to-door household municipal solid waste collection (Continuous execution > 2 years as	Duration: ____ Yrs ____ Mos Census 2011 Pop: _____ (Note: Use the 2011 Census population of the specific City if the entire city was served, or the specific Part of the City/Zone/Ward cluster if only a part was served)	Work Order + Client Experience Certificate + Census 2011 Proof	

	Principal Contractor)			
15.	Overall Years of Service in MSWM (Single continuous contract evaluating both Serviced Area Population & Parent ULB Population)	Total Duration: ____ Yrs ____ Mos Serviced Area Pop: _____ Parent ULB Pop: _____	Work Order + Client Experience Certificate + Census 2011 Proof for both Area & Parent ULB	

Declaration by the Bidder:

I/We hereby certify that all data filled in the Master Evaluation Matrix above is strictly extracted from the attached supporting documents. I/We understand that if any claimed data point is left blank, lacks a specific page number, or contradicts the attached documentary proof, the Evaluation Committee holds the absolute right to award zero (0) marks for that criterion or summarily reject the bid without seeking further clarifications.

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Name of the Company / Agency: _____

Date: _____

Company Seal / Stamp: _____

APPENDIX–C

PROJECT EXPERIENCE

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

Instructions to Bidders:

1. **Distinct Entries:** Use a separate row for each distinct contract.
2. **Principal Contractor Requirement:** Experience must be strictly as a principal contractor directly engaged by an Urban Local Body (ULB). Sub-contracting experience will not be considered.
3. **Population Data:** The claimed population must correspond strictly to Census 2011 figures of the respective ULB.
4. **Peak Waste Handled:** The Peak MSW Handled (in TPD) must reflect the highest quantity handled in any one of the last five financial years under a single contract.
5. **Peak Active Manpower Strict Guidelines:**
 - a. "Peak Active Manpower" shall strictly mean the highest number of personnel actively deployed during any single calendar month under the specified contract.
 - b. Bidders are strictly prohibited from providing the cumulative total of all personnel hired over the duration of the contract.
 - c. The claimed peak headcount must exactly match the number of active employees reflected in the EPF Electronic Challan cum Return (ECR) for that specific month.
 - d. Any claim based on cumulative multi-year data will be summarily rejected and awarded zero (0) marks.
 - e. Bidders are strictly prohibited from aggregating the total number of personnel engaged over the multi-month or multi-year tenure of the contract.
 - f. The Bidder must identify the single calendar month wherein the highest concurrent deployment of active personnel was achieved under the specified contract.
 - g. The exact headcount for this specific peak month must be explicitly declared and exclusively substantiated by submitting the corresponding Employee Provident Fund (EPF) Electronic Challan cum Return (ECR) statement for that exact billing month as incontrovertible proof.

Sl. No.	Name of Project	Name of Client (ULB) & Addresses	Specific Activities Executed (Write Yes/No for each)	Population of the ULB (As per Census 2011)	Contract Duration	Peak Average MSW Handled (Best average TPD achieved in any 1 FY out of the last 5 FYs under a single ULB contract)	Peak Manpower Capacity (Highest active headcount in a single calendar month under a single MSW contract in the last 5 FYs)	Proof Attached at Page No.
1		Name of ULB: Addresses/State:	a) Sweeping : [Yes/No] b) Drain Cleaning: [Yes/No] c) Door-to-Door Collection : [Yes/No]		Start Date: End Date: Total Continuous Duration: (Years & Months)	Peak TPD: Financial Year achieved: (e.g., FY 23-24)	Peak Headcount: _____ personnel Achieved in Month: _____ Achieved in Year: _____ _____	Agreement Copy: (Page No. ____) Experience Certificate (Page No. ____)
2		Name of ULB: Addresses/State:	a) Sweeping : [Yes/No] b) Drain Cleaning: [Yes/No]		Start Date: End Date: Total Continuous	Peak TPD: Financial Year achieved:	Peak Headcount: _____ personnel Achieved in Month: _____ _____	Agreement Copy: (Page No. ____) Experience Certificate

			c) Door-to-Door Collection : [Yes/No]		Duration: (Years & Months)		Achieved in Year: _____ _____	(Page No. ____)
3		Name of ULB: Addresses/State:	a) Sweeping : [Yes/No] b) Drain Cleaning: [Yes/No] c) Door-to-Door Collection : [Yes/No]		Start Date: End Date: Total Continuous Duration: (Years & Months)	Peak TPD: Financial Year achieved:	Peak Headcount: _____ _____ personnel Achieved in Month: _____ Achieved in Year: _____ _____	Agreement Copy: (Page No. ____) Experience Certificate (Page No. ____)

Note:

Self-attested photocopies of the Work Order / Agreement / the Experience Certificate issued by an officer not below the rank of Executive Officer of NAC or Municipality / Deputy Commissioner of the concerned ULB must be attached.

Signature of Authorized Person: _____

Name & Designation: _____

Company Seal: _____

APPENDIX-D

ANNUAL TURNOVER CERTIFICATE

(To be certified by a Chartered Accountant / Statutory Auditor)

To,

The Commissioner,

Sambalpur Municipal Corporation,

Odisha

Subject: Certification of Annual Turnover and Average Annual Turnover.

This is to certify that the Annual Turnover of M/s. **[Name of the Bidder]**, having its registered office at **[Registered Address]**, for the last three (03) consecutive financial years is as follows.

The turnover figures provided below have been verified from the Audited Balance Sheets, Profit & Loss Accounts, and other financial records of the firm/company.

FINANCIAL YEAR-WISE TURNOVER DETAILS:

Sl. No.	Financial Year	Annual Turnover (Amount in ₹)	Annual Turnover (Amount in Words)
1.	2022 - 2023	₹	
2.	2023 - 2024	₹	
3.	2024 - 2025	₹	
	TOTAL TURNOVER (A)	₹	
	AVERAGE ANNUAL TURNOVER (A ÷ 3)	₹	

Statutory Declaration by the Auditor:

1. I/We certify that the above financial data is extracted from the audited financial statements of the bidder.
2. The **Average Annual Turnover** of the bidder over the last three financial years is ₹
_____ (Rupees _____).

Signature of the Chartered Accountant: _____

Name of the CA / Firm: _____

Membership Number: _____

Firm Registration Number (FRN): _____

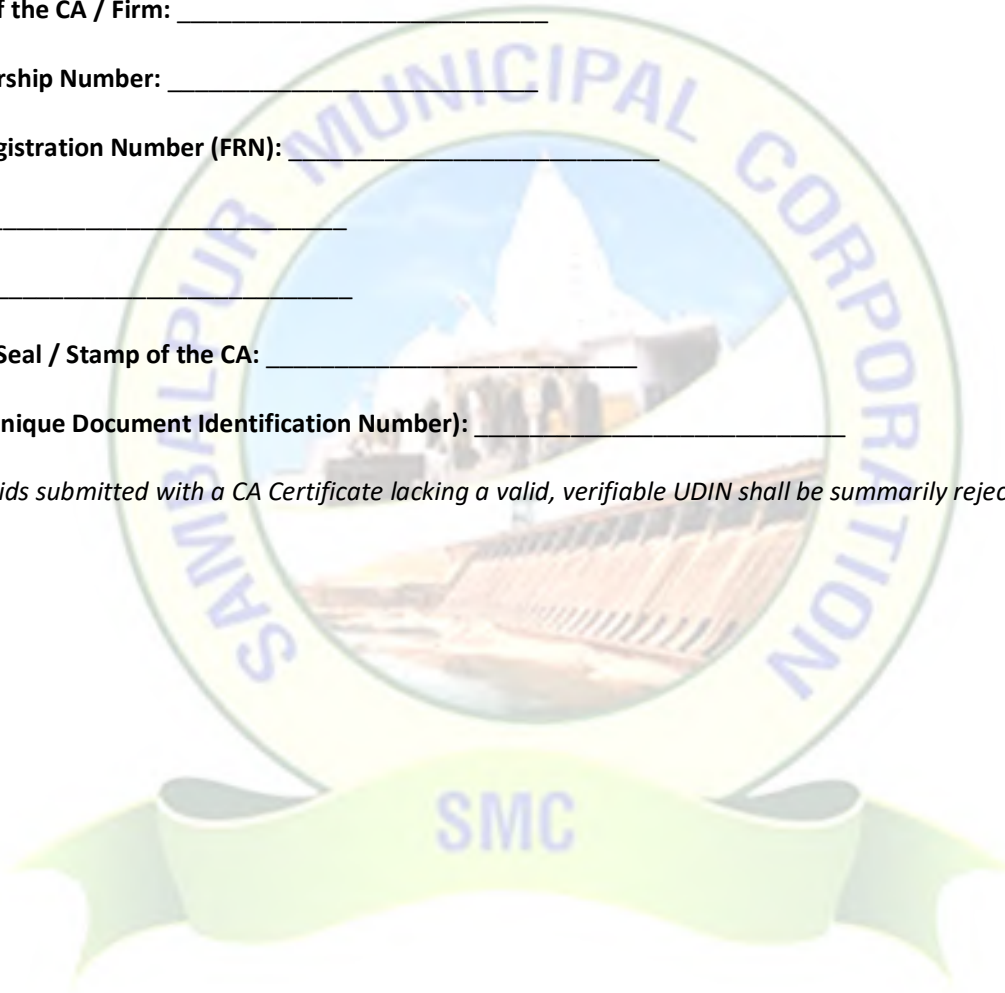
Date: _____

Place: _____

Official Seal / Stamp of the CA: _____

UDIN (Unique Document Identification Number): _____

(Note: Bids submitted with a CA Certificate lacking a valid, verifiable UDIN shall be summarily rejected).



APPENDIX-E

BIDDER NET WORTH CERTIFICATE

(To be issued on the Letterhead of the Chartered Accountant / Statutory Auditor)

To

The Commissioner

Sambalpur Municipal Corporation

Durgapali, Sambalpur – 768006, Odisha

Subject: Certificate of Net Worth and Profitability

Tender Reference No: _____

This is to certify that we have examined the audited financial statements, books of accounts, and other relevant financial records of **M/s** _____ (Name of the Bidder), having _____ its _____ registered _____ office _____ at _____.

Based on our scrutiny of the financial records, we certify the following:

1. Net Worth:

The Net Worth of the aforementioned Bidder **as on 31st March 2025** is **Positive**.

The exact Net Worth amount as on 31st March 2025 is ₹ _____ (Rupees _____).

2. Profitability (Last 02 Financial Years):

We further certify that the Bidder **has not incurred any financial loss** during the last 02 (Two) consecutive financial years. The profit/loss status is as follows:

Financial Year	Profit / Loss (₹ in INR)	Remarks (Profit or Loss)
2024-25		
2023-24		

We certify that the information provided above is true, correct, and accurately reflects the financial position of the Bidder as per the audited financial statements.

Certification by Chartered Accountant / Statutory Auditor:

Signature: _____

Name of the CA/Auditor: _____

Firm Name: _____

Firm Registration Number (FRN): _____

UDIN (Mandatory): _____

Place: _____

Date: _____

(Seal / Stamp of the Chartered Accountant)

Countersigned by the Bidder:

Signature: _____

Name of Authorized Signatory: _____

Designation: _____

Seal of the Organization: _____



(To be submitted on the Letter Head of the Bidder duly signed by the Authorized Signatory)

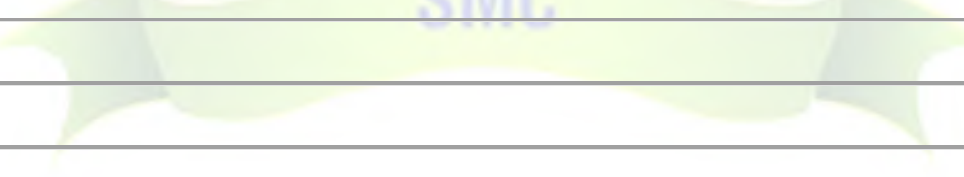
Subject:

Sir/Madam,

The write-up should preferably include the following:

1. **Introduction and background of the organization**
2. **Year of establishment and legal status**
3. **Nature of business and core activities**
4. **Experience in sanitation / solid waste management / municipal services**
5. **Experience with Government Departments / ULBs / Municipal Corporations / Municipalities / Smart Cities**
6. **Available manpower strength and technical expertise**
7. **Availability of vehicles, machinery, tools, and sanitation infrastructure**
8. **Experience in handling municipal solid waste and sanitation activities**
9. **Any other relevant information demonstrating capability for successful execution of the Assignment**

Brief Write-up (Maximum 500 Words)



SMC

I/We hereby certify that the information furnished above is true and correct to the best of my/our knowledge and belief.

Place: _____

Date: _____

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Name of Company / Organization / Agency: _____

Office Seal / Stamp



APPENDIX-G

UNDERTAKING FOR ESTABLISHMENT OF BRANCH OFFICE / LOCAL OFFICE

(To be submitted on the Letter Head of the Bidder duly signed by the Authorized Signatory)

UNDERTAKING

I/We, **M/s.** _____, having our Registered Office at _____, hereby solemnly affirm and undertake that:

In the event of issuance of **Letter of Acceptance (LoA)** in our favour for execution of sanitation services under **Sambalpur Municipal Corporation (SMC)**, we shall establish and operationalize a **Branch Office / Local Office** within the jurisdiction of Sambalpur Municipal Corporation within **15 (Fifteen) days** from the date of issuance of LoA.

I/We further undertake to submit **valid documentary proof** of such office establishment, including but not limited to:

- Electricity Bill;
- Telephone Bill;
- Rent Agreement / Lease Agreement;
- Trade License;
- GST Registration showing address; or
- Any other valid address proof acceptable to SMC.

I/We understand and agree that failure to establish such Branch Office / Local Office within the stipulated period may be treated as **non-compliance of Tender/Contract conditions**, and **SMC shall be at liberty to take appropriate action, including cancellation of LoA/termination of Contract**, as deemed fit.

I/We hereby declare that the above undertaking is true and binding upon us.

Place: _____

Date: _____

Signature of Authorized Signatory: _____

Name of Authorized Signatory: _____

Designation: _____

Name of Organization / Agency / Firm: _____

Office Seal / Stamp

APPENDIX-H
UNDERTAKING REGARDING NON-BLACKLISTING / NON-DEBARMENT

(To be submitted on Non-Judicial Stamp Paper of appropriate value in the form of an Affidavit duly notarized by Notary Public)

AFFIDAVIT / UNDERTAKING

I/We, **M/s.** _____, having Registered Office at _____, through its Authorized Signatory **Sri/Smt.** _____, son/daughter/wife of _____, aged about _____ years, do hereby solemnly affirm and declare as follows:

1. That our organization/firm/company/agency has **not been blacklisted, debarred, suspended, terminated, or declared ineligible** by any:
 - Central Government Department;
 - State Government Department;
 - Urban Local Body (ULB);
 - Municipal Corporation / Municipality / NAC;
 - Government Agency;
 - Statutory Body;
 - Autonomous Institution; or
 - Public Sector Undertaking (PSU),

for any reason whatsoever as on the date of submission of this Bid.

2. That no order of **blacklisting, debarment, suspension, prohibition, or business restriction** has been issued against our organization by any competent authority and is presently in force.
3. That no criminal proceeding, vigilance case, or contractual prohibition exists against our organization that would render us ineligible for participation in this Tender Process.
4. That in case any information furnished in this undertaking is found to be **false, incorrect, misleading, or suppressed at any stage**, Sambalpur Municipal Corporation (SMC) shall have the right to:
 - Reject our Bid;
 - Cancel the Letter of Acceptance (LoA), if issued;
 - Terminate the Contract, if awarded;
 - Forfeit EMD / Performance Security; and/or
 - Initiate legal action as deemed fit under applicable law.

I/We hereby declare that the contents of this Affidavit/Undertaking are true and correct to the best of my/our knowledge and belief and nothing material has been concealed therefrom.

Place: _____

Date: _____

Deponent / Authorized Signatory

Signature: _____

Name: _____

Designation: _____

Name of Bidder / Organization / Agency: _____

Full Address: _____

Office Seal / Stamp

Verification

I/We, the above-named deponent, do hereby verify that the contents of this Affidavit are true and correct to the best of my/our knowledge and belief and no part of it is false and nothing material has been concealed therefrom.

Verified at _____ on this ____ day of _____, 20.

Signature of Deponent

Notary Attestation

(Signature & Seal of Notary Public)



APPENDIX-I
CERTIFICATE OF NO RELATIONSHIP

(To be submitted on Non-Judicial Stamp Paper of appropriate value in the form of an Affidavit duly notarized by Notary Public)

AFFIDAVIT / UNDERTAKING

I/We, **M/s.** _____, having Registered Office at _____, through its Authorized Signatory **Sri/Smt.** _____ son/daughter/wife of _____, aged about _____ years, do hereby solemnly affirm and declare as follows:

1. That I/We am/are not related to any Officer of Sambalpur Municipal Corporation holding the rank of Deputy Commissioner or above, either directly or indirectly, in any manner that may give rise to conflict of interest in the Tender/Bidding Process.
2. That I/We understand and agree that if the above declaration is found to be **false, incorrect, misleading, or suppression of facts is detected at any stage**, then:
 - Our Bid/Tender shall be liable for rejection;
 - The Contract/Agreement, if awarded, shall be liable to be **rescinded/cancelled forthwith**;
 - **EMD and/or Performance Security may be forfeited**; and
 - I/We shall be liable for any loss or damage caused to **Sambalpur Municipal Corporation (SMC)** arising out of such concealment or false declaration.
3. I/We further declare that the information furnished herein is true and correct to the best of my/our knowledge and belief and nothing material has been concealed therefrom.

Details of the Applicant / Bidder

Full Name of the Applicant / Organization:

Verification

I/We, the above-named deponent, do hereby verify that the contents of this Affidavit are true and correct to the best of my/our knowledge and belief and that no material fact has been concealed therefrom.

Verified at _____ **on this** ____ **day of** _____, 20.

Signature of Deponent

Notary Attestation

(Signature & Seal of Notary Public)

APPENDIX–J
INFORMATION REGARDING CURRENT LITIGATION, DEBARMENT, EXPULSION FROM TENDERING, OR
ABANDONMENT OF WORK

(To be submitted on the Letter Head of the Bidder duly signed by the Authorized Signatory)

To
The
Sambalpur
Durgapali, Sambalpur – 768006

Municipal

Commissioner
Corporation

Declaration / Information by the Bidder

The Bidder shall furnish the following information regarding litigation history, debarment, expulsion from tendering process, and abandonment/non-performance of work:

Sl. No.	Particulars	Yes / No	If Yes, Details
1	Whether the Bidder is currently involved in any litigation, arbitration, court case, vigilance case, contractual dispute, or legal proceeding relating to execution of works/services?		
2	Whether the Bidder or any of its Proprietor/Partners/Directors/Constituent Members has been debarred, blacklisted, suspended, expelled, or prohibited from participating in any tender by any Central Government/State Government Department, ULB, PSU, or other authority in India during the last 10 (Ten) years ?		
3	Whether the Bidder or any of its constituent partners/directors has failed to perform, abandoned, terminated, rescinded, or defaulted in execution of any contract/work under Sambalpur Municipal Corporation or any other Government Authority?		
4	Whether any contract awarded to the Bidder has been terminated for poor performance, breach of contract, or deficiency in service?		
5	Whether any penalty, forfeiture of EMD/Performance Security, or legal action has been initiated against the Bidder in any Government contract?		

Declaration

I/We hereby certify that the information furnished above is **true, complete, and correct** to the best of my/our knowledge and belief.

I/We further understand that if any information furnished in this Appendix is found to be **false, incorrect, misleading, or suppressed/concealed at any stage**, the Bid shall be liable for **summary rejection**, and Sambalpur Municipal Corporation (SMC) shall be at liberty to take appropriate action including **cancellation of award, forfeiture of EMD/Performance Security, termination of contract, and legal action**, as deemed fit.

Place: _____

Date: _____

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Name of Bidder / Organization / Agency: _____

Office Seal / Stamp



APPENDIX-K
UNDERTAKING REGARDING CRIMINAL CASE / CONVICTION STATUS

(To be submitted on Non-Judicial Stamp Paper of appropriate value in the form of an Affidavit duly notarized by Notary Public)

AFFIDAVIT / UNDERTAKING

I/We, **M/s.** _____, having Registered Office at _____, through its Authorized Signatory **Sri/Smt.** _____, son/daughter/wife of _____, aged about _____ years, do hereby solemnly affirm and declare as follows:

1. That **no criminal case, vigilance case, prosecution, or criminal proceeding is pending before any Court of Law or competent authority in India** against our Company/Firm/Agency/Organization or against its **Proprietor/Partners/Directors/Authorized Signatory**, which may adversely affect execution of the contract.
2. That the **Proprietor/Partners/Directors/Authorized Representatives and manpower proposed to be deployed by our Company/Firm/Agency** for execution of sanitation services **have not been convicted of any criminal offence by any Court of competent jurisdiction in India during the recent past**, which would render them unsuitable for execution of the assignment.
3. That in the event any criminal proceeding, conviction, or material adverse information comes to notice after submission of the Bid, the same shall be **immediately informed to Sambalpur Municipal Corporation (SMC)**.
4. That I/We understand and agree that if any statement made herein is found to be **false, incorrect, misleading, or suppression of facts is detected at any stage**, Sambalpur Municipal Corporation shall be at liberty to:
 - Reject the Bid;
 - Cancel the Letter of Acceptance (LoA), if issued;
 - Terminate the Contract/Agreement, if awarded;
 - Forfeit EMD and/or Performance Security; and/or
 - Initiate legal action as deemed fit under applicable law.

I/We hereby declare that the contents of this Undertaking/Affidavit are **true and correct** to the best of my/our knowledge and belief and that no material fact has been concealed therefrom.

Place: _____

Date: _____

Deponent / Authorized Signatory

Signature: _____

Name: _____

Designation: _____

Name of Bidder / Organization / Agency: _____

Full Address: _____

Office Seal / Stamp

Verification

I/We, the above-named deponent, do hereby verify that the contents of this Affidavit are true and correct to the best of my/our knowledge and belief and no part of it is false and nothing material has been concealed therefrom.

Verified at _____ on this ____ day of _____, 20.

Signature of Deponent



APPENDIX-L

DECLARATION REGARDING NO CONFLICT OF INTEREST, ANTI-COLLUSION AND ANTI-CORRUPTION

(To be submitted on Non-Judicial Stamp Paper of appropriate value in the form of an Affidavit duly notarized by Notary Public)

AFFIDAVIT / DECLARATION

I/We, **M/s.** _____, having Registered Office at _____, through its Authorized Signatory **Sri/Smt.** _____, son/daughter/wife of _____, aged about _____ years, do hereby solemnly affirm and declare as follows:

1. No Conflict of Interest

I/We hereby declare and undertake that **no conflict of interest exists**, directly or indirectly, in relation to participation in the Tender/Bidding Process for:

“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 under Sambalpur Municipal Corporation.”

I/We further confirm that neither the Bidder nor any of its Proprietor/Partners/Directors/Authorized Representatives has any financial, professional, contractual, or personal interest which may conflict with the interests of **Sambalpur Municipal Corporation (SMC)** in the execution of the Assignment.

2. Compliance with Anti-Corruption Laws

I/We undertake that, while participating in the Bidding Process and, if selected, during execution of the Assignment, we shall strictly comply with all applicable laws relating to prevention of corruption, fraud, and misconduct, including provisions of:

- the **Prevention of Corruption Act, 1988**, and subsequent amendments thereof; and
- all other applicable laws, rules, regulations, and Government instructions in force in India.

3. No Collusion / Anti-Competitive Conduct

I/We hereby certify and confirm that, in preparation, presentation, and submission of this Bid:

- We have **not acted in concert or collusion** with any other Bidder, person, agency, or organization;
- We have **not entered into any anti-competitive arrangement or understanding**, whether formal or informal; and
- We have **not committed any act, deed, arrangement, or omission** that may be construed as collusive bidding, bid rigging, cartelization, or restrictive trade practice.

4. No Illegal Gratification

I/We further undertake and confirm that:

- We have **not offered, promised, paid, or given**, and shall not offer, promise, pay, or give any **illegal gratification, inducement, gift, commission, bribe, favour, or consideration in cash or kind** to any officer, employee, representative, or person connected with the Tender/Bidding Process or execution of the Contract.

5. Consequence of False Declaration

I/We understand and agree that if any declaration made herein is found to be **false, misleading, incorrect, or concealment of material facts is detected at any stage**, Sambalpur Municipal Corporation shall be at liberty to:

- Reject the Bid;
- Cancel the Letter of Acceptance (LoA), if issued;
- Terminate the Contract/Agreement, if awarded;
- Forfeit EMD and/or Performance Security; and/or
- Initiate legal or penal action under applicable law.

I/We hereby declare that the contents of this Affidavit/Declaration are **true and correct** to the best of my/our knowledge and belief.

Dated this _____ day of _____, 20

Place: _____

Signature of Authorized Signatory / Deponent

Name of Authorized Signatory: _____

Designation: _____

Name of Bidder / Organization / Agency: _____

Office Seal / Stamp

Verification

I/We, the above-named deponent, do hereby verify that the contents of this Affidavit are true and correct to the best of my/our knowledge and belief and no material fact has been concealed therefrom.

Verified at _____ on this _____ day of _____, 20.

Signature of Deponent

Notary Attestation

(Signature & Seal of Notary Public)

APPENDIX–M

FORMAT FOR EXPERIENCE CERTIFICATE

(To be issued on the Official Letterhead of the Urban Local Body)

Disclaimer: Bidders may submit experience certificates in the respective ULB's own standard format, provided that the certificate explicitly contains all the mandatory operational metrics (Duration, Specific Scope, and TPD) mentioned below.

Letter No: _____ Date: _____

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. **[Name of the Agency]**, having its registered office at **[Address]**, has successfully executed/is executing the Municipal Solid Waste Management services under the jurisdiction of **[Name of the ULB / Client]**.

The details of the services rendered are as follows:

1. Contract / Work Order Details:

- **Work Order / Agreement No. & Date:** _____
- **Name of the Work / Zone:** _____
- **Total Continuous Duration of Service:** From [DD/MM/YYYY] to [DD/MM/YYYY]
- **Current Status:** [Completed / Ongoing]
- **Executed Total Contract Value:** ₹ _____

2. Specific Scope of Work Executed (Indicate Yes/No):

1. Street Sweeping of Municipal Roads: [Yes/No]
2. Cleaning and De-silting of Drains: [Yes/No]
3. Bush Uprooting / De-weeding: [Yes/No]
4. Door-to-Door Waste Collection: [Yes/No]

3. Operational Metrics (Mandatory for Evaluation):

1. **Serviced Area Population:** The Census 2011 population of the specific area/zone serviced under this contract is _____.
2. **Average TPD Handled:** The best average quantity of Municipal Solid Waste (MSW) handled by the agency under this contract during a single financial year is **[Insert TPD]** Tonnes Per Day (TPD), achieved during the Financial Year **[e.g., 2023-24]**.

4. Performance Assessment: The overall performance of the agency during the aforementioned period has been found to be **[Excellent / Good / Satisfactory / Poor]**.

This certificate is issued at the request of the agency for participation in upcoming tenders.

Signature of Issuing Authority: _____

Designation: *(Must not be below the rank of Executive Officer / Deputy Commissioner)*

Contact / Email of Authority: _____

Official Seal of the ULB: _____



ANNEXURES

Annexure 1-	Ward wise ward list, Projected population-2025
Annexure 2-	Ward wise details of roads & Drains length
Annexure3-	List of MCC and MRF in SMC
Annexure4-	List of Commercial Area
Annexure5-	Slum List
Annexure6-	Process for participation through e-tender



LIST OF WARDS WITH ESTIMATED POPULATION AND NUMBER OF HOUSEHOLDS**Zone-1 (09 Nos. of Wards)**

Zone	Ward No	Project Population 2025	Projected HH
01	02	11697	2599
	03	11931	2651
	04	12461	2769
	05	10132	2252
	06	11466	2548
	08	10128	2251
	10	82056	1835
	11	8641	1920
	12	10995	2443
Total		169507	21268

WARD WISE DETAILS OF ROADS IN 11 WARDS OF SMC**Zone-1 (9 Nos. of Wards)**

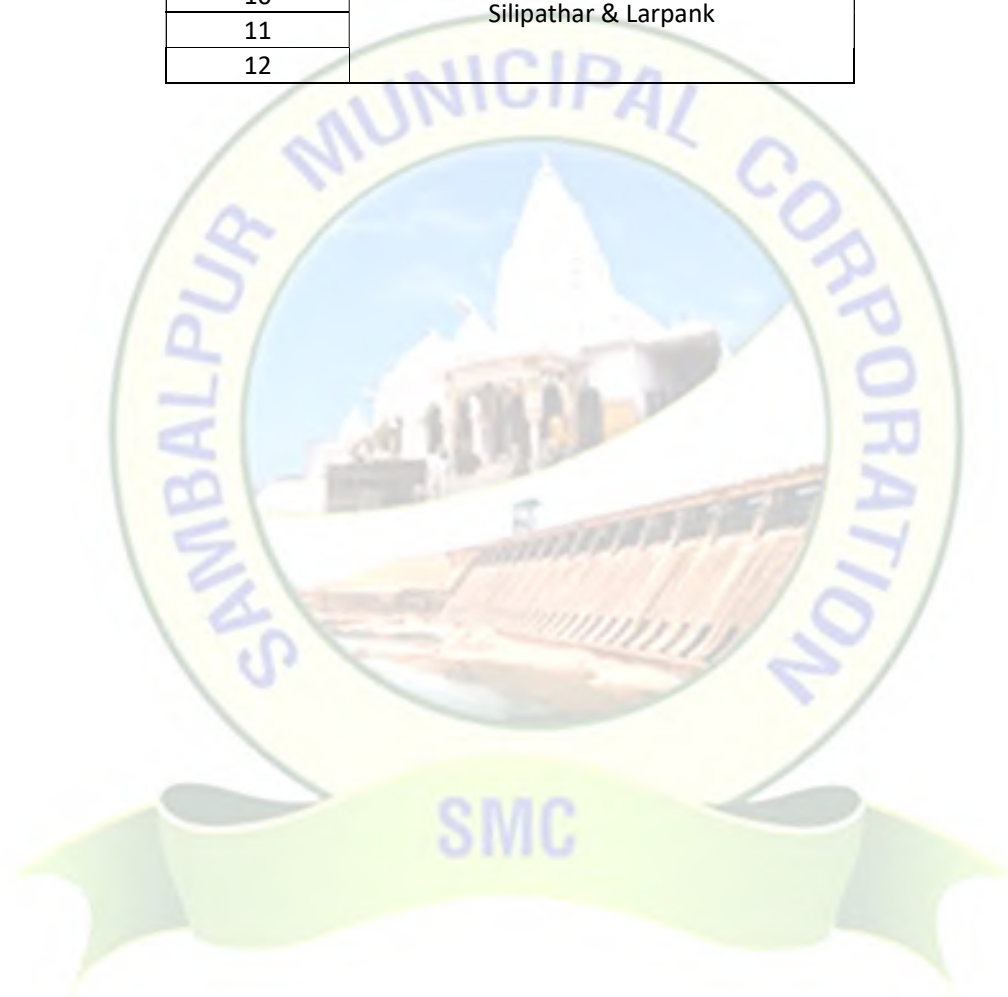
Zone	Ward No	Road Length in KM
01	02	25.8
	03	37.56
	04	16.09
	05	32.48
	06	23.05
	08	17.48
	10	8.075
	11	29.147
	12	21.875
Total		211.557

WARD WISE DETAILS OF DRAIN IN 11 WARDS OF SMC**Zone-1 (9 Nos. of Wards)**

Zone	Ward No	Drain Length in KM
01	02	4.3
	03	6.756
	04	9.063
	05	12.74
	06	8.74
	08	5.74
	10	3.195
	11	4.44
	12	1.31
Total		56.248

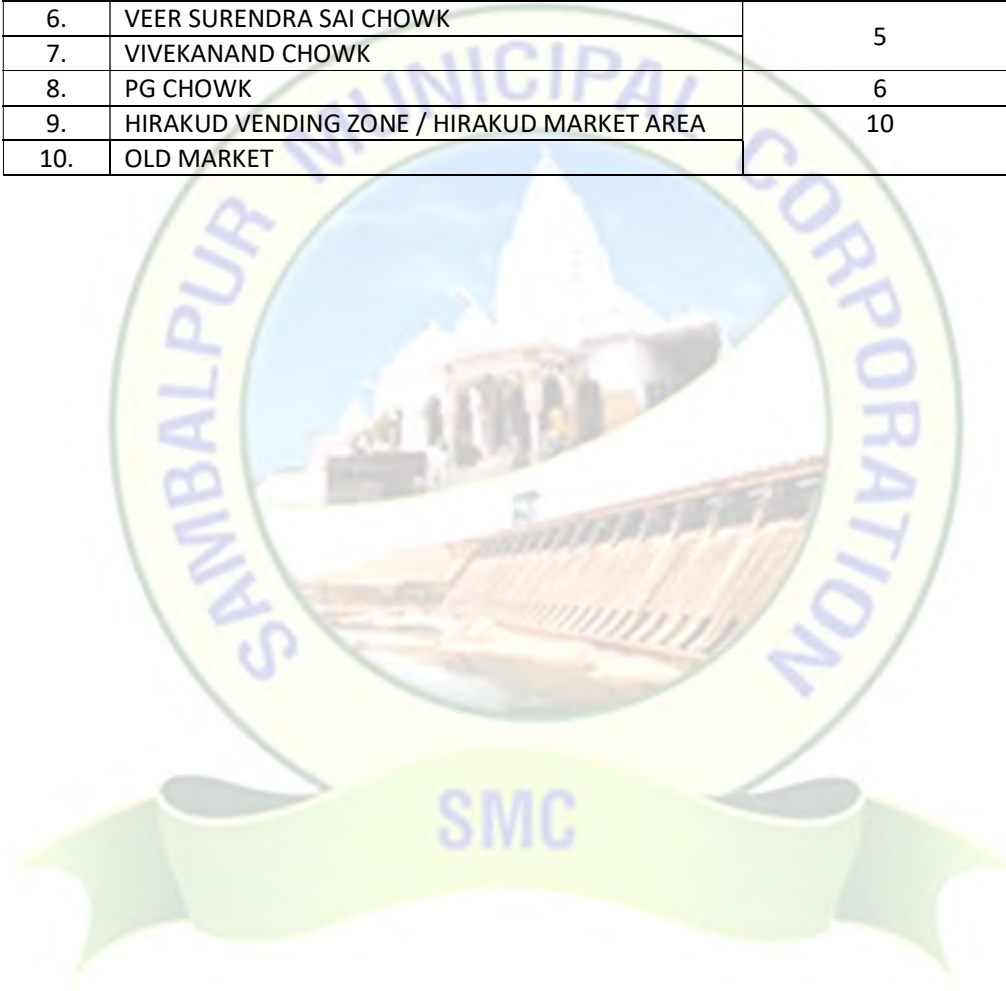
ZONE-WISE WEALTH CENTER ATTACHED

ZONE-1	
WARD NO	WEALTH CENTRE
2	Burla- I & II
3	
4	
5	
6	
8	Silipathar & Larpank
10	
11	
12	



ANNEXURE 4:**List of Commercial area**

ZONE-1		
SL NO.	LOCATION OF THE MARKET	WARD NO.
1.	KATAPALI WEEKLY MARKET	2
2.	BURLA DAILY MARKET	4
3.	GOPABANDHU CHOWK MARKET	
4.	BHAKTI MANDAP	
5.	IG MARKET	
6.	VEER SURENDRA SAI CHOWK	5
7.	VIVEKANAND CHOWK	6
8.	PG CHOWK	6
9.	HIRAKUD VENDING ZONE / HIRAKUD MARKET AREA	10
10.	OLD MARKET	10



SLUM LIST

SI No	Name of the Slum	Ward No
1	Mahatab Nagar	3
2	MirdhaPada	3
3	TiarPada	3
4	OrmaPada	3
5	Campus Pada	3
6	BhuindungriPada	3
7	Madiadunguri	3
8	Golgunda	3
9	Gualapada	3
10	Beleropada	3
11	Gandhi Pada	4
12	BishnuMandirPada	4
13	TaljhupdiPada	4
14	AttachakkiPada	4
15	Canal Pada	5
16	TripathyPada	5
17	Sweeper Colony	5
18	Central Line	5
19	Majhipali	5
20	Sadheipali	5
21	SantoshimaPada	5
22	1R colony	6
23	Old Burla	6
24	GoudPali	6
25	Shakti Nagar	6
26	Chakrabarti Pada	8
27	Panitankipada	8
28	Falsakanta	8
29	Kalupada	8
30	1st gap	8
31	Gujatala	8
32	Keutpada	8
33	Brundabatipada	8
34	Gandhi Nagar	8
35	Christianpada(Merry)	10
36	Thanapada	10
37	Machhapada	10
38	Tarasinghpada	10
39	Christianpada(Mother Teresa)	10
40	Kapupada	11
41	Neempalli	11
42	Naradhi	11
43	Lariapada&Orampada	11
44	Larpank&Khadiapada	11
45	Bhangamunda	11
46	TikirapadaBiharipada	11
47	Saplahara	11

48	Bhangamunda(Khadiapada& Harijan pada)	11
49	Vejra Pali	11
50	Nuajamada	12
51	Silipathar	12
52	NuaGujatal	12
53	Sahajbahal	12
54	Rajapada	12



PROCEDURE UNDER E-TENDERING
INSTRUCTIONS TO APPLICANTS

1. DEFINITIONS

a) **Tender Portal:** The e-Procurement Portal of Government of Odisha introduced for the process of e-Tendering, accessible at:

□ <https://www.tendersodisha.gov.in>

b) **Digital Signature Certificate (DSC):** Use of valid Digital Signature Certificate of appropriate class (Class II or Class III), issued by Registered Certifying Authorities (CA) as stipulated by the Controller of Certifying Authorities (CCA), Government of India (such as n-Code, Sify, TCS, MTNL, e-Mudhra, etc.) is mandatory for all users.

c) **Server Time:** For all purposes, the server time displayed on the e-Procurement Portal shall be considered final and binding for all users.

Words in capital letters and not defined herein shall have the same meaning as assigned in the Request for Proposal ("BID").

2. PARTICIPATION IN BID

2.1 Portal Registration

1. The Contractor/Bidder intending to participate shall register on the Portal using a valid personal/official e-mail ID as Login ID and attach a valid DSC.
2. Relevant firm details must be submitted during registration.
3. Registration shall be authenticated by the State Procurement Cell after verification of original documents such as:
 - PAN
 - Registration Certificate (RC)
 - VAT Clearance Certificate (for procurement of goods)
 - GST Certificate
4. Validity of registration shall be co-terminus with validity of RC/VAT/GST Certificate.
5. Any change in information must be re-authenticated.
6. After successful authentication, the bidder may participate in online bidding.

2.2 Joint Venture (JV) Participation

- Participation by Joint Ventures (JV), Consortiums, or any form of association, partnership, or tie-up is **strictly prohibited** for this Bid.
- **Single Entity Requirement:** Bids must be submitted exclusively by a single business entity, firm, trust, society, or Government-owned entity fulfilling the eligibility criteria specified under Clause 1.11.

- Any bid submitted in the name of a Joint Venture, Consortium, or co-partnership shall be declared entirely non-responsive and summarily rejected.
- The technical experience, financial turnover, and net worth of only the bidding single entity shall be considered for evaluation. The operational experience or financial strength of a parent company, subsidiary, sister concern, franchisee, or proposed sub-contractor shall strictly not be considered or aggregated for evaluation purposes.

2.3 Ineligibility

Any third party/company/person under service contract for operation of the e-Procurement system in the State, including subsidiaries or parent companies, shall be ineligible to participate.

3. LOGGING INTO THE PORTAL

- Bidder shall enter Login ID and password.
- System will prompt for DSC authentication.
- DSC will be validated against:
 - Validity date
 - Certificate Revocation List (CRL)
- Only valid Login ID + Password + DSC combination will allow access.

4. DOWNLOADING OF BID

- Bidder may download the tender document.
- Preparation may be done offline.
- Completed bid must be uploaded before the closing date & time.

5. CLARIFICATION ON BID

- Queries may be submitted online within the clarification period.
- The Officer Inviting Tender / Procurement Officer-Publisher will respond online.

6. PREPARATION & SUBMISSION OF BID

6.1 Submission

- Detailed BID may be downloaded and submitted online as per on-screen instructions.

6.2 Documents to be Uploaded (Electronic Form Only)

- a) Power of Attorney for signing the Application
- b) Technical Proposal (as per RFP format)
- c) Bid Security of Rs. **8,34,951/- (Rupees Eight Lakh Thirty Four Thousand Nine Hundred Fifty One**

- Only)** in Online Mode
d) Price Bid as per BOQ
e) Any other document as required

6.3 Submission Deadline

- Documents shall be uploaded before __:__ Hours IST on dd.mm.yyyy (or as specified).

6.4 File Format

- Documents must be in PDF or JPEG format.
- Single file size limit: 5 MB (multiple files permitted).

6.5 Important Conditions

- Bids cannot be submitted after due date/time (server time).
- Once submitted, bids cannot be modified or retrieved.
- Bidder must verify system-generated confirmation.
- Upload well before deadline to avoid last-minute issues.
- Tender Inviting Officer is not responsible for system/network failures.
- Date/time remains unchanged even if declared holiday.

7. SIGNING OF BID

- All uploaded documents must be digitally signed as per IT Act, 2000.
- False/fabricated information will result in:
 - Forfeiture of EMD/Bid Security
 - Blocking of portal registration
 - Blacklisting proceedings

8. SECURITY OF BID SUBMISSION

- All bids are encrypted upon upload.
- Only authorized openers can decrypt on/after the due date & time.

9. RESUBMISSION & WITHDRAWAL

- Resubmission allowed any number of times before closing.
- All documents including Price Bid must be re-uploaded.
- Only the last submitted bid will be considered.

- Withdrawal allowed before closing time by uploading withdrawal letter.
- No withdrawal allowed after closing time.

10. OPENING OF BID

1. Bids will be opened on scheduled date & time.
2. Authorized openers shall decrypt bids online.
3. Bidders may view summary online; physical presence is not mandatory.
4. If opening date is a holiday, bids will be opened next working day.
5. Combined bid security for multiple works is not acceptable.

11. EVALUATION OF BIDS

- 11.1 Downloaded bids shall be signed & certified by authorized officer.
- 11.2 Clarifications may be sought (without altering price bid).
- 11.3 Bidders must respond within 7 days.
- 11.4 Technical evaluation shall be as per submitted documents.
- 11.5 List of responsive bidders shall be finalized.
- 11.6 Financial bids of technically qualified bidders shall be opened on notified date.
- 11.7 Price bids shall be opened in presence of bidders (if they wish).
- 11.8 Names and quoted prices of responsive bidders shall be announced.
- 11.9 Procurement Officer shall sign each page of downloaded BOQ.
- 11.10 System allows reconsideration of rejected bids with approval of Commissioner, SMC.
- 11.11 L-1 bidder must produce original documents within 5 days of price bid opening.

DISCLAIMER

The Applicant must carefully read all instructions in the BID document and submit the Application strictly in accordance with the prescribed procedure.