

# OFFICE OF THE MUNICIPAL COUNCIL, MALKANGIRI

Odisha, Pin -764045 Ph: - 06861-230244 e-Mail: - malkangiri@ulborissa.gov.in

Lt. No. 3345 / Mpl./ 2020

Dated: 17 / 12 / 2020

## TENDER CALL NOTICE

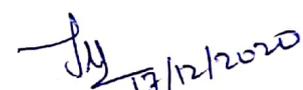
Sealed tenders are hereby invited from intending Limited Company/Pvt. Limited Company /NGO (Registered with Sec 8 of the Companies Act)/Societies for Sanitation Work of Malkangiri Municipality for a period of 03 (Three) years.

### Work Details:-

Sl.No	Name of the Work	Estimated Cost (Rs.) per Month	E.M.D (Rs.)	Paper Cost (Rs.)	Security Deposit (Rs.)
1	Sanitation Work of Malkangiri Municipality	16,25,000/-	16250/-	10,000/-	15,00,000/-

The tender papers along with DTCN will be available in the District portal i.e [www.malkangiri.nic.in](http://www.malkangiri.nic.in) from dated **18.12.2020 at 10 A.M to 04.01.2021 at 5.00 P.M.** The tender paper along with Paper Cost, EMD, and Other documents must be reached through Registered post/Speed post on or before **5.00 P.M of dated 04.01.2021.** Any tender received after the specified date shall be rejected. The sealed cover should be super scribed with the TCN No & date. The tender paper will be opened in presence of the tenderers or their authorized representatives on **dated 06.01.2021 at 11.00 A.M.** in the office of the undersigned.

Lt. No. 3346 / Mpl./ 2020

  
Executive Officer  
Malkangiri Municipality  
Dated: 17 / 12 / 2020

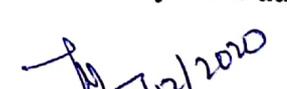
Copy submitted to the Collector & District Magistrate, Malkangiri / PD, DUDA, Malkangiri for favour of kind information and vides publicity.

Lt. No. 3347 / Mpl./ 2020

  
Executive Officer  
Malkangiri Municipality  
Dated: 17 / 12 / 2020

Copy to the Advertisement Manager, Dharitri / Sambad/Pragativadi/Indian Express/Odisha Bhaskar through their local representative with a request to publish the notice in their daily for 1 day for an amount limited to Rs.8000/- .

Lt. No. 3348 / Mpl./ 2020

  
Executive Officer  
Malkangiri Municipality  
Dated: 17 / 12 / 2020

Copy forwarded to the DIO, NIC, Malkangiri with a request to kindly publish the notice in the Dist. Portal for wide publication/Office Notice Board Malkangiri Municipality.

  
Executive Officer  
Malkangiri Municipality

## TENDER PAPER

### Details Estimate for Sanitation Work of Malkangiri Municipality (ward no 01 to 19)

Sl .No	Description	Quantity	Unit	Rate( Rs.)	Day	Estimated Amount (Rs.)	Quoted Rate
<b>1</b>	<b>Road Sweeping and collecting Garbage</b>						
	a. Medium Density road, 13Km @1Km/ 1Person/Day	13	Nos.	308	30	120,120.00	120,120.00
	b. Low Density road, 48Km @2Km/1Person/Day	24	Nos.	308	30	221,760.00	221,760.00
	c. Bulk Garbage Generate Area(Bus Stand/ Daily Market/ DNK Daily Market) @ 1Person/Day	4	Nos.	308	30	36,960.00	36,960.00
<b>2</b>	<b>Drain Cleaning by Drain Cleaner Machine</b>						
	a. Total length of Drain=50Km by Drain silt Remover Vechile @ 02 Person/Day	2	Nos.	308	30	18,480.00	18,480.00
<b>3</b>	<b>Cuting of Bushes and Shrubs</b>						
	a. Total length of Road=30 Km@ 2Km/Person/Day	15	Nos.	308	30	138,600.00	138,600.00
<b>4</b>	<b>Door to Door Waste Collection by20 nos BOV(Battery operator Vechile)</b>						
	a. Total Nos. of Household=10000(approx)Nos.@ 500 Household/2 person per BOV/Day	40	Nos.	308	30	369,600.00	369,600.00
<b>5</b>	<b>Lifting of Garbage (Drain/Household/Macket/Bus Stand)</b>						
	a.Total 3 nos Tractors per Day						
	i. Driver	3	Nos.	348	30	31,320.00	31,320.00
	ii.Labour	6	Nos.	308	30	55,440.00	55,440.00
<b>6</b>	<b>Lifting of Garbage from Household/BWG/GVP etc.)</b>						
	a. Hydraulic 4 nos Auto tipper per day						
	i. Driver	4	Nos.	348	30	41,760.00	41,760.00
	ii. Labour	4	Nos.	308	30	36,960.00	36,960.00
	<b>Total</b>	<b>115</b>	Nos.			<b>1,071,000.00</b>	<b>1,071,000.00</b>
<b>7</b>	EPF @ 13%					139,230.00	139,230.00
<b>8</b>	OHC @ 10%					107,100.00	
<b>9</b>	T & P @ 2%					21,420.00	
<b>10</b>	Dress @ 1%					10,710.00	
<b>11</b>	<b>Vechile and Machinery Hire Charges</b>						
	a. Hire Charges of Tractor @400/ Day excluding Fuel	3	Nos.	400	30	36,000.00	36,000.00
	b. Hire Charges of BOV @200/ Day	20	Nos.	200	30	120,000.00	120,000.00
	c. Hire Charges of Auto tipper @ 300/ Day excluding Fuel	4	Nos.	300	30	36,000.00	36,000.00
	d.Hire charges of Required Machinery(Drain Silt Remover,Sweeping Machine,Dumper Placer etc.)	1	Nos.	500	30	15,000.00	15,000.00
<b>12</b>	<b>Fuel Charges for Vechile</b>						
	a.Fuel charges of Hydraulic auto Tipper 12 trips X 1 lts per trip = 12 ltrs	12	Ltr.	85	30	30,600.00	30,600.00
	b. Fuel Charges of Tractor 6 Trips X2.5 ltr per trip =15 ltrs	15	Ltr.	85	30	38,250.00	38,250.00
	<b>Grand Total</b>					<b>1,625,310.00</b>	
					<b>Or Say</b>	<b>1,625,000.00</b>	

*Rupees in Words:*

No Correction  
No Ovrewriting  
No Interpolation

Signature of the Bidder

  
 17/12/2020  
 Executive Officer  
 Malkangiri Municipality

**MALKANGIRI MUNICIPALITY**



**GOVERNMENT OF ODISHA**  
*(HOUSING & URBAN DEVELOPMENT DEPARTMENT)*

**DETAILED TENDER CALL NOTICE (DTCN)**  
**FOR**  
**SANITATION WORK OF MALKANGIRI MUNICIPALITY**

*Certified that this DTCN Contains 09 pages only*

### 1. INTRODUCTION:-

Malkangiri district head quarter town predominantly tribal in character. Service being the main activity, agricultural activities are also growing at a faster rate with trade & commerce hold a promising scope of development. The town falls under a part of Dandakaranya Belt which was very much familiar in epic Ramayana. The nomenclature of Malkangiri might have been derived from Malyabantagiri (Presently Ghoi Parbat) which is located in close proximity to the town. The place is famous for primitive Koya & Bonda Tribes. Many Foreigners use to come this place to study the cultural activities of the tribes and to reflect their day to day livings in international level.

The Vijayawada- Ranchi National Highway(NH-326) pass through the heart of the town, Hydro electric project at Balimela and Dandkaranya development project for reclamation & rehabilitation of 2<sup>nd</sup> phase Bengali refugees in and around Malkangiri have contributed in expanding the growth of Malkangiri town. The present town has developed from village Malkangiri and spread into two surrounding Mouzas namely; Charkiguda and Gandiaguda with effect from 01.12.1974 vide notification no. 27368/UD dt. 04.11.1974. Malkangiri was constituted as one of the Districts with its head quarters at Malkangiri in the District Re-Organization with effect from 02.10.1992 vide notification no. 49137/R dtd.01.10.1992.

### 2. PROFILE OF THE MALKANGIRI MUNICIPALITY:-

Established as NAC	Dt.01.12.1974
Established as Municipality	Dt. 24.02.2014
Distance from state capital	620 K.M.
Area	18.06Sq.K.M.
Number of wards	19
Population	30,000 (2011 Census)
Present population	40,000 (Approx.)
Slum Population	5470
Number of households	8004
Number of slum	19
Parks	03
Status of roads: Total length:	80 K.M. BT-30KM,CC-25 KM,WBM-10 KM, Earthen-15
Drains	40 KM

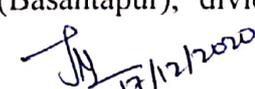
### 3. LOCATION AND LINKAGES:-

Malkangiri is located at 18-22 North Latitude and 81-54 East Longitude with an altitude of 641 feet above M.S.L. The town, through roads like; National Highway NH.326 and Other district roads like; Malkangiri-Balimela-Chitrakonda and Malkangiri-Tondiki road. The National Highway No. 326 functions as main traffic corridor from Viziyawada-Ranchi passing through the heart of the town connecting with the National Highway No.43 connecting Vizianagaram to Jagdalpur at Jeypore. The town is connected by road with Sukma district of Chhatishgarh State (25 kms),Vizianagaram of Andhra Pradesh State (247 kms), Jeypore (105 kms), Bhubaneswar (625 kms).The town have no railway linkage, the nearest railway station is at Jeypore (109 kms).

### 4. DEMOGRAPHIC PROFILE:-

The town spreads over an area of 18.06 sq.kms.comprising six revenue villages namely; Malkangiri, Charkiguda, Gandiaguda, M.V-2(Madhupur), M.V-42(Jayanagar), M.V-43(Basantapur), divided

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Executive Officer,  
Malkangiri Municipality

into 19 wards for Convenience. During the year 1971 the population of town was 7494, which goes to 15575 in the year 1981, then 18351 in the year 1991, then 23110 in the year 2001 and in the year 2011 the population is 30000 and the ratio of Male and Female 100: 90 .The literacy rate is 75%.

#### 5. Malkangiri Municipality Location Details

Sl No.	Ward No.	Location
01	01	Mundaguda, Charkiguda, Pradhaniguda, Indra Colony, Madalaguda,
02	02	Talasaahi, Dandasena guda, Tekguda, Harijan Basti, Siba Mandir Line, Jagannath Mandir Backside Line, Fishery Line, Talasaahi Crematorium
03	03	Chidananda Sahi, Jail Sahi, Kumbhar Sahi, Naktimaa Mandir Sahi, Old Thana Line,
04	04	Maheswary Bhawan Line, Ex-MLA line, Old SBI Line, MLA Colony, Daily Market Line, Masjid Backside
05	05	SDO Office Line, Telugu Sahi, Durgagudi Sahi, Jagannath Mandir Line, Durga Mandir Backside Line, Bala Councilor Line
06	06	Mauligudi Sahi, Dhoba Sahi, Old Post Office Line, Kupuli Sahi, Trinath Mandir Line,
07	07	RO Colony, Rock Hill Lodge Line, Malyabanta Hotel Side Line, Line-I, Line-II, Hatapada Sahi, Bus-stand, Sukma Road, Mallikeshwara Line-I, II, III, IV, V, Google Colony,
08	08	Patraguda, Sai mandir line, Satyamguda, Jaypariaguda, Ashirbad Colony, Butiguda, Sunarisahi, Hi-tech colony
09	09	SDO Colony, PWD Colony, IMST Chowk to DRDA Chowk, Bhangalguda, Education Colony, Bhoot Colony, Collector Res, Revenue Colony, Doctor Colony, Children's Park
10	10	Satyasai Nagar, Vambey Colony, Kumtiguda, 119 Colony, PHD Office to DRDA Chowk, DRDA chowk to Modern school Chowk, Totaguda,
11	11	Balisagar Colony, Sweeper Colony, Veterinary Colony
12	12	Bhatisalguda, Teakguda, Netajinagar, ITDA Colony, Sisu Mandir line, Collectorate back side line,
13	13	DNK Chowk to COVID Medical Chowk, DNK Colony, Administrative Colony, ZA Colony ,
14	14	Jhatimati Colony, Irrigation Colony, Parajaguda, Medical colony, Canal Colony, Sastri Nagar
15	15	Reclamation Colony, Tamil Camp, Tinagarage, Backside of Women's College Colony, Kali Mandir chowk down area, Tamil camp chowk to College chowk
16	16	Lathiaguda, MV-02, Gundriguda, Block Cluster Colony, Smart Colony, RWSS Colony
17	17	Medrisahi, BB Guda, Block Colony, Kalahandisahi, Linemansahi, Linemansahi to Shisumandir School, Lineman sahi to Gundriguda Chowk
18	18	Nuaguda, Gandiaguda, Nuaguda chowk to MV-2 (Kalahandiasahi), Nursery Office Line
19	19	Jabardasti Colony, MV-42, MV-43, New Colony( In front of FCI Go down), Gandiaguda to BSF Camp( near RTO office), BSF Camp to MV-43, New DIC Office to MV-43 road, New Medical Colony, Durga Petrol Pump Side Colony,

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*JM*  
12/12/2020  
Executive Officer,  
Malkangiri Municipality

Annexure-I**Eligibility Criteria for Participating in the Sanitation Tender**

The tenderer should be submitted self attested photocopies of all the following documents along with the tender paper, failing which the bid will be rejected.

1. The organisation should have a valid license of 200 labours for providing Manpower Services.
2. Valid Registration Certificate of the Organization.
3. Valid EPF Registration Certificate.
4. EPF Electronic Challan Return (ECR) for 200 Labour (two hundreds) and remittance conformation slip for the month of August-2020, September-2020, and October-2020.
5. PAN Card.
6. Valid GST Registration Certificate (Form-06).
7. IT return filed for the financial year 2017-18, 2018-19 & 2019-20.
8. Audited financial statement (Balance Sheet, Profit and Loss Account) audited by not below rank of Chartered Accountant for the financial year 2017-18, 2018-19 and 2019-20. and the average turnover for the 3 years should not be less than Rs. 1 Crores.
9. Tender Paper cost of Rs. 10,000/- (Rupees Ten Thousand Only) in shape of Bank Demand Draft in favour of the Executive Officer, Malkangiri Municipality payable at Malkangiri.
10. The E.M.D. of Rs.16250/-(Rupees Sixteen Thousand Two hundred Fifty) Only in shape of Bank Demand Draft in favour of the Executive Officer, Malkangiri Municipality payable at Malkangiri.
11. Organizations having their ISO Registration certificate.
12. Experience certificate issued by the competent authority for at least 3 years in similar nature of work that means Sweeping of Road, Cleaning of Drain, Door to Door Collection in a segregated manner.
13. If any bidder is having any negative or unsatisfactory record in providing services to any Government/Private Organization, then the bidder shall be disqualified.
14. An Affidavit from the Executive Magistrate mentioning that Organization is not black listed by any Government/Private organization and having no Criminal or Vigilance case is pending.
15. Tenderer should be submitted an affidavit from Executive Magistrate for validation of all the documents produced in the tender along with their tenders, failing which their tenders will not be considered.
16. The bidder shall seal the two envelopes (both technical and financial bids in two separate envelope) and put it in one outer cover. The bids of the technically qualified bidders will be opened for evaluation of the financial bid.

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Executive Officer,  
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## SCOPE OF WORK

1. **Sweeping**:- Sweeping of all roads, lanes of entire wards , Market places, Bus stands and other public places are to be made daily. The solid waste/garbage generated by sweeping should be collected and transported to the MCC/MRF/Dumping Yard of the Malkangiri Municipality in a segregated manner
  - a. All Major roads, Markets, Bus Stands and Public places etc. sweeping time from 4 A.M to 8 AM & 8PM to 12 AM
  - b. All Minor roads,lanes,streets etc. sweeping time from 4AM to 9AM.
  
2. **Door to Door Waste Collecion**:- The domestic refuses shall be collected daily from all households, shops, kiosks and vending zones in segregated manner (i.e. wet waste and dry waste). The collected segregated waste should be transported to the MCC/MRF/Dumping Yard of the Malkangiri Municipality.
  - a. All households collection time from 6AM to 10AM.
  - b. All Shops, Kiosks and Vending zones collection time from 7 PM to 11 PM.
  
3. **Drain Cleaning**:- The removal of drainage garbage i.e. di-siltation, polyethylene, paper, foreign material and other floating materials to avoid chocking of drain. The removed garbage should be transported in a segregated manner to the MCC/MRF/Dumping Yard of the Malkangiri Municipality.
  - a. All the road side drains should be cleaned on every 10 days intervals.
  - b. All the major drains should be cleaned on every 20 days internals.
  - c. All the natural drains should be di-silted from the month of March to May of every year.
  
4. **Cutting of Bushes**:- The cutting of bushes and shrubs from road side berms and conservancy lanes . The removed garbage should be transported in a segregated manner to the MCC/MRF/Dumping Yard of the Malkangiri Municipality.
  - a. All the road side berms and conservancy lanes should be cleaned on every 30days intervals.
  
5. **Disinfectant**:- The bleaching powder/phenyl should be spread to the drains and road sides on every 7days intervals.
6. The agencies should be collected Construction and Demolition(C&D) materials of the buildings/civil works and dumped in low laying area/dumping yard identified by the municipality.
7. The agencies should be lifted and disposed all the dead animals, unknown dead body of human, etc. in the municipality area.
8. The agencies should be lifted moving cows/other domestic animals on the municipality roads by using Municipality Cowcatcher vehicle on daily basis.
9. The agencies should be cleaned the every Public Toilet/ Public Urinals every day.
10. The municipal solid waste generated from the various sources are to be transferred to the MCC/MRF/Dumping Yard directly, no secondary dump yard is to be created.
11. The agency should be given an early action for the program like VIP visit, flood situation, Government programs and other district level programs.

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## Terms & Conditions

1. The successful bidder shall have to establish a registered office in the jurisdiction of the Malkangiri Municipality for monitoring of day to day sanitation activities.
2. The successful bidder shall submit Security deposit of Rs.15,00,000/-(Rupees Fifteen Lakhs Only) in shape of TDR/Bank Guarantee in favour of the executive Officer, Malkangiri Municipality before execution of agreement.
3. The tenderer should be verified all the jurisdiction of Malkangiri Municipality such as total no. of Residential Area, Commercial Area, Roads, Drains, Markets, Bus-stands, Public Places, Transport Hub etc. before putting the Tender.
4. The tenderer should be engaged the labours and own vehicles/hired vehicles as per the of scope of work.
5. The vehicle engaged for the transportation of garbage should be in good running condition and should have all documents relating to vehicle act. All vehicle should be installed with announcement music system, GPS tracking system and also have separate compartment for dry waste and wet waste.
6. The driver for the vehicles must have a valid driving license.
7. The tenderer should be paid the salary and other expenses of all the aspects engaged for sanitation works.
8. The successful bidder should submit a detailed route wise plan for management of sanitation works.
9. The work shall be awarded for **36 months** only after satisfactory performance of sanitation work for **12 months**; the next **12 months** will be renewal for Sanitation works from the date of issue of work order.
10. The tenderer must be **hire 3 nos. of Tractor** and other sanitation related vehicles i.e BOV, drain remover, sweeping machine, dumper placer (as per direction of the authority) from Malkangiri Municipality for sanitation work shall bear i) The salary and other expenses of the driver and other staff attached to the vehicle. ii) Cost of Fuel and other Lubricants. iii) Cost of Temporary repair and maintenance (< or = Rs.10,000/-) of the vehicles engaged and the hired charges will be deducted from the monthly bill.
11. The successful bidder shall submit documents relating to Ownership of the auto tipper Vehicle/Agreement with the owners in case of hired auto tipper Vehicles before execution of agreement with Malkangiri Municipality.
12. The agencies should dispose off the unclaimed human dead body in the Municipality area on request of CDMO/Police and for the purpose an amount of Rs.3000/- (Rupees Three Thousand Only) for each dead body will be paid to him extra out of Harischandra Yojana. Similarly the unclaimed animal dead bodies also be dispose off by the agencies without cost.
13. The agencies should be lifted moving cows on the municipality roads by Municipality Cowcatcher vehicle.
14. The tenderer should be provided all the safety kit (PPE) to the sanitation worker including uniform and safety jacket.
15. The vehicle deployed for collection of garbage will be with Logo of Malkangiri Municipality.
16. The tenderer should have the mobile biometric attendance system for monitoring of workers engaged for sanitation work and submit the biometric attendance sheet along with the monthly bill.
17. The tenderer & all the labours engaged should be obeying the instructions of the officer-in-charge. If any misbehavior is found over municipality officials disciplinary action shall taken.

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18. The successful bidders shall execute an agreement in the Malkangiri Municipality within 10 days from the date of received of letter of acceptance from Malkangiri Municipality. In case of

failure to execute the agreement in time the EMD will be forfeited to the account of Malkangiri Municipality.

19. The authority shall have the right to add or delete any condition (s) from the agreement as and when necessary for smooth management of sanitation work.
20. The agency should be maintain a public complaint and suggestion register showing duly record of cleaning with remark of inhabitants which may be checked by the officer in-charge of Malkangiri Municipality to assess the performance of the agency.
21. If the agency will not performed the sanitation work to the satisfaction of the authorities in any particular day or will not respond to any complaint received from the general public regarding sanitation work within four hours receiving complaint at the Municipality Office, then the Malkangiri Municipality is at liberty to engaged substitute man power for sweeping, Bush Cutting, Drain Cleaning and other sanitation related works by using own vehicle/hired vehicle. The expenditure incurred for this work by the Municipality shall be deducted from the monthly bill including up to 1% penalty.
22. The tenderer should be engaged labours for public functions organized by the Municipality or District Administration at his/her own cost.
23. The tenderer should be maintained the sanitation works as per the scope of work.
24. The tenderer will be paid on monthly basis after getting certificate from the Concerned Health Officer / Supervising Officer of Malkangiri Municipality. The copy of the certificate shall be obtained by the tenderer from the Supervising Officer and shall be produced along with the bill
25. The agency shall pay not less than the minimum wages to the labours/workers engaged for the sanitation work as notified by the current labour rate of Government of Odisha from time to time.
26. In case labour rate is hiked by Government of Odisha time to time, the payment will be made accordingly considering the labour engaged in the sanitation work duly certified by the officer in-charge of the sanitation work.
27. The agency shall be liable for making the contribution of EPF for each labours/workers engaged in sanitation work, as per the provision of EPF Act, 1952.
28. The agency will be personally responsible for compliance of all relevant Act, Rules and Regulation as applicable from time to time under labour Act.
29. The agency has to be ensure all requirements/formalities/submission of returns required under contract labour (R &A) Act, 1970, EPF Act, 1952, minimum wage Act, 1948 and etc.
30. In case of non compliance, the contract will be terminated without assigning any reason thereof by giving 30 days notice.

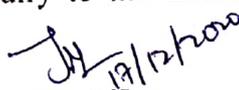
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*JG*  
17/12/2020  
Executive Officer,  
Malkangiri Municipality

## Special Conditions

1. **Site Inspection by Tenderer:-** Before tendering for the works, the tenderer must acquaint and satisfy himself fully on the site conditions, all information included herein, all limitations and official regulations at the site of work etc. Failure to comply with the above requirements will not relieve a tenderer of his obligations and no claim what-so-ever shall be entertained on the ground of ignorance of site or other conditions prevailing in the area. Any further data required during the execution of the scheme shall be ascertained by the contractor at his own cost. The offer should cover all costs required to suit to the site conditions etc.
2. **Tender Language:-** The tenders shall be made in English language only. All other information such as documents and drawings supplied by the tenderer will also be in English language.
3. **No Claim for Cancellation of Tenders:-** No claim shall be entertained towards any expenses made by any tenderer for submission of the tender in case of cancellation, deferment, rejection or withdrawal of the tender.
4. **Corrections in Tenders:-** Tenders containing alterations and overwriting are liable to be rejected. Any corrections made by the tenderer must be authenticated duly by dated initials of the authorized signatory of the tenderer.
5. **Time of completion:-** The time of completion of the work shall be **36 months** only after satisfactory of work for 12 months; the next 12 months will be renewed for Sanitation works from the date of issue of work order.
6. **Discrepancies:-** In case of any discrepancy in the description of the items in this Detailed Tender Call Notice, the decision of the Executive Officer, Malkangiri Municipality shall be final, binding and conclusive for the purpose of this contract.
7. **Validity of Tender:-** The tender submitted shall remain valid for 90 days from the date of opening of the price-bid and may be extended at the discretion of the tenderer, if so needed by the Executive Officer, Malkangiri Municipality.
8. **Execution of Agreement:-** The successful tenderer shall execute an agreement with the Executive Officer, Malkangiri Municipality within 10 days of issue of letter of intent (LOI). In case this is not complied with the LOI shall be cancelled with forfeiture of EMD, Security Deposit.
9. **Jurisdiction of the court of Odisha:-** Suits if any, rising out of the contract shall be filled by either parties in any court of Law to which the jurisdiction of the High Court of Odisha extend. The Bidder who does not adhere to this clause will be rejected.
10. **Payment of wages** -(1) Wages due to every worker shall be paid to him direct. (2) All wages shall be paid in current coin or currency or in both.
11. **Powers of Labour Welfare Officers to make investigation or enquiry:** - The Labour Welfare Officers or any other persons authorized by the Government of Orissa on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of these regulations. He shall investigate into any complaint regarding default made by the executant or agencies in regard to such provisions.
12. **Report of Labour Welfare Officers :-** The Labour Welfare Officer or others authorized as aforesaid shall such a report of the results of his investigation or enquiry to the Executive

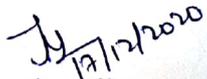
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Officer concerned, indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the executant or agencies will be made and the wages and other dues be paid to the labourers concerned.

13. **Appeal against the decision of Labour Welfare Officer :-** Any persons aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to the Executive Officer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the executant or agencies.
14. **Amendments :-** The Government of Odisha may from time to time, add to or amend these regulations and on any question as to the application, interpretation or effect of these regulations, the decision of the Labour Commissioner or any other person authorized by the Government of Odisha in that behalf shall be final.
15. The terms and conditions of the agreement have been read by me/us and I/ we certify that I/We clearly understand them and agree to abide by them.
16. The agency should be trained their sweeper and staffs for well behaviour to the public.
17. The agency should be done night sweeping regularly in the identified areas by the authority.
18. The agency should be responsible for repair and maintenance of all vehicles engaged in the sanitation work.
19. The agency should be responsible for lifting of all the garbage daily without any interruption due to labours and maintenance of vehicles. If found the negligence on this regard necessary action will be taken.

CONTRACTOR

  
Executive Officer,  
Malkangiri Municipality

**DECLARATION BY THE TENDERER:**

1. I have visited the site and have fully been acquainted myself with the local situation regarding materials, labour and the factors pertaining to the work before submitting the tender.
2. I have carefully studied the conditions of the contract specification and other documents of this work and I agree to execute the same accordingly.
3. I solemnly pledge that I shall be sincere in discharging my duties as responsible executant and complete the work within the prescribed time limit. I shall submit detailed sanitation programme with target dates for various items of work keeping in view the time limit and shall accordingly arrange for necessary sweeper, labours, materials, and equipments etc., punctually. In case there are deviations from the sanitation programme, I shall abide by the decision of the Officer-in-charge for revision of the programme and shall arrange for labour, materials, equipments etc
4. I shall follow all rules and regulations of the state in force with regard to engagement of labour for the sanitation work.
5. No one my relative (above the rank of Assistant Engineer) working in this office.
6. The documents furnished with the tender are correct to the best of my knowledge and belief and if any information found to be incorrect in future, the Department has the liberty to take any action as deemed fit.

**Seal and Signature of the Tenderer**

**Date:-**

CONTRACTOR

  
Executive Officer,  
Malkangiri Municipality