



**OFFICE OF THE ROURKELA MUNICIPAL CORPORATION**

Uditnagar, Rourkela Dist.-Sundargarh (Odisha) Pin-769012

Website: [www.rmc.nic.in](http://www.rmc.nic.in) EmailId: [rourkelamunicipality@gmail.com](mailto:rourkelamunicipality@gmail.com)

No. 12324

Date: 16/10/23

**TENDER CALL NOTICE**

Sealed tenders are invited from the reputed firms /Agencies for "Overall Management of GYM, Table Tennis & Volley Ball/Lawn Tennis Court in side BPIS, Panposh on outsource Basis".

Detail technical specifications, along with terms & conditions etc. may be seen from the Web site of Rourkela Municipal Corporation i.e. [www.rmc.nic.in](http://www.rmc.nic.in). Date of issue of tender documents from dtd.

The last date for receipt of sealed tender is 31.10.2023 till 01.10 P.M. through Speed Post/ Regd. Post /Courier/ or by hand in the office address of the undersigned.

Commissioner  
Rourkela Municipal Corporation

Memo No. 12325 Date: 16/10/23

Copy to Notice Board of RMC for wide publicity of advertisement through office notice board and MIS, RMC for uploading of the tender document in the RMC website.

Commissioner  
Rourkela Municipal Corporation

Memo No: 12326 Date: 16/10/23

Copy to Director, I&PR Dept., Govt. of Odisha, Bhubaneswar for information and requested to publish the copy of above mentioned notice in two highly circulated Odia daily newspaper (all editions) on 17.10.2023. The font size should be 8 Points and rate should be as per I&PR.

Commissioner  
Rourkela Municipal Corporation



**Tender Call Notice No. 12324**

**Date: 16.10.2023**

## **Rourkela Municipal Corporation**

**Uditnagar, Rourkela, Dist.-Sundargarh(Odisha),PIN-769012**

**Email ID: [rourkelamunicipality@gmail.com](mailto:rourkelamunicipality@gmail.com)**

**Website: [www.rmc.nic.in](http://www.rmc.nic.in)**

### **TENDER**

**STANDARD TERMS & CONDITIONS OF TENDER DOCUMENTS FOR "Overall Management of GYM, Table Tennis & Volley Ball/Lawn Tennis Court in side BPIS, Panposh on outsource Basis".**

## INVITATION FOR BID (IFB)

Rourkela Municipal Corporation, Rourkela invites sealed Bids for **“Overall Management of GYM, Table Tennis & Volley Ball/Lawn Tennis Court in side BPIS, Panposh on outsource Basis”**.

### BiddingSchedule:

Sl. No	Information	Details
01	Date of Publication of Tender	16.10.2023
02	Last Date & Time of Receipt of Filled Up Bid Document	31.10.2023 by 01.00 PM
03	Date and Time of Opening of Technical Bid	31.10.2023 at 04.30 PM
04	Date and Time of Opening of Financial Bid	To be intimated
05	Period of Contract	1 Year
06	Cost of Bid Document	7,080/-
07	Earnest Money Deposit (EMD) value	Rs. 50,000/-
08	Performance Bank Guarantee/security deposit	3%
09	Place of Opening of Bid	Office of Commissioner, Rourkela Municipal Corporation, Uditnagar,Rourkela-769012
10	Address at which proposal in response to tender notice is to be submitted	Commissioner Rourkela Municipal Corporation, Uditnagar, Rourkela-769012. Tel:0661-2500388 Email: <a href="mailto:rourkelamunicipality@gmail.com">rourkelamunicipality@gmail.com</a> <a href="http://ail.com">ail.com</a>

1. Bidder may download the Bidding Document from the RMC website [www.rmc.nic.in](http://www.rmc.nic.in) and submit its Bid by utilizing the downloaded document, along with the required non-refundable fee to words Tender paper cost of Rs.7,080/- (Including of GST) in shape of DD drawn in favour of “The Commissioner, Rourkela Municipal Corporation, Rourkela” in any scheduled bank payable at Rourkela. The bid documents in sealed cover may be sent through Speed Post/ Regd. Post /Courier/ or by hand in the office address of the undersigned within the scheduled date i.e. The undersigned shall not be responsible for loss & delay of bid documents. Any bid received after scheduled date and time is liable to be rejected.
2. In the event of any of the above-mentioned dates being declared as a holiday / closed day the Bids will be received/ opened on the next working day at the appointed time.
3. For Queries and Clarifications, send email to: [rourkelamunicipality@gmail.com](mailto:rourkelamunicipality@gmail.com) only.

4. The Authority of RMC reserves the right, without any obligation or liability, to accept or reject any or all proposals at any stage of the process or to cancel or modify the process without assigning any reason whatsoever. Any changes in the tender document, addendum and corrigendum or schedule of the tender shall be reflected in the website of RMC ([www.rmc.nic.in](http://www.rmc.nic.in)). No extension of any deadline will be granted on the basis of grounds that RMC have not responded to any question or not provided any clarification.

**Sd/-**  
**Commissioner**  
**Rourkela Municipal Corporation**

## **TERMS & CONDITIONS**

### **Tender for "Overall Management of GYM, Table Tennis & Volley Ball/Lawn Tennis Court in side BPIS, Panposh on outsource Basis".**

Commissioner, Rourkela Municipal Corporation invites tender for "**Overall Management of GYM, Table Tennis & Volley Ball/Lawn Tennis Court in side BPIS, Panposh on outsource Basis**" as set forth in the "Schedule of Requirements".

The Tender Enquiry shall be submitted in **two separately sealed envelopes (A- Technical and B- Financial Bid)** with a covered envelop super scribed on the top left corner of the envelopes as "**Overall Management of GYM, Table Tennis & Volley Ball/Lawn Tennis Court in side BPIS, Panposh on outsource Basis**" and addressed to the Commissioner, Rourkela Municipal Corporation, Uditnagar, Rourkela, Dist.-Sundargarh (Odisha), PIN-769012. The bidder has to submit Earnest Money Deposit (EMD) amounting to Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of Demand Draft in favor of Commissioner, Rourkela Municipal Corporation, Rourkela. The EMD received from the tenderers will be returned without interest immediately after the process of award of contract is over. The bids received without EMD shall not be considered for technical evaluation.

1. **Performance Guarantee-** Performance Guarantee/ Security Deposit of 3% of total value will have to be deposited within 15 days of placing order in the form of Bank Guarantee from a Nationalized Bank. This shall be valid up to 90 days. Performance Guarantee will be returned without any interest after successfully delivered the services. This amount, however, be confiscated in case of refusal or failure to provide satisfactory services or backing out in midstream.
2. The Financial Bid Form shall be submitted in **Envelope-'B'**
3. Both the Envelopes should be clearly marked as Envelope A & Envelope B With the words "Overall Management of GYM, Table Tennis & Volley Ball/Lawn Tennis Court in side BPIS, Panposh on outsource Basis" super scribed on the top left corner of the envelopes which should also show the name and address of the bidder.

### **Scope of Work of the Assignment for "Overall Management of GYM, Table Tennis & Volley Ball/Lawn Tennis Court in side BPIS, Panposh on outsource Basis".**

#### **A. Job Description and Terms & Conditions**

The Agency is strictly bound to ensure all the terms & conditions are fulfilled and abide by the scope of work as mentioned below.

1. The GYM inside the BPIS is operational since last one Year with fully centralized Air condition system. All the Gym Equipments are installed properly with ISI Certified.
2. The minimum Offset price for the total facility is Rs. 1,00,000/- (Rupees One Lakh only) which is fixed for every month.
3. There are 35 Nos. of registered members inside the GYM and operational both morning and evening time slot.
4. The prospective bidder should have experience in managing of multi GYM/fitness center or should have sports related experience. The agency should have certified/qualified instructors/trainer to guide the uses of the instruments.
5. The list of equipment installed inside the GYM is given at Annexure - 'B'.
6. The utmost care should be taken for the Equipment's installed inside the GYM and follow up proper maintenance required.
7. It is the sole discretion of the bidder to maintain the time slot which may be extended

- as per their suitability.
8. The bidder should maintain a safe and healthy environment and support good health practices.
  9. The bidder should plan and manage schedule for daily activity inside the GYM.
  10. The agency should maintain all the records of their members as well as their time of arrival and departure for smooth functioning of the GYM.
  11. The membership fees (both Registration & Monthly) for GYM is pre-fixed and should not be altered in any case and may be amended with prior consultation with RMC.
  12. One no. of Table Tennis court is also available inside the stadium, the concerned agency has to plan time slot and enroll members accordingly.
  13. The agency may also plan activities for the Lawn Tennis cum Volley ball Court as per their suitability.
  14. The Agency shall not use Gym for any purpose other than for which it has been given without the written permission of the RMC.
  15. The assets and equipment provided by RMC shall be property of the RMC and firm shall be merely the custodians of such assets and equipment. On termination/ disengagement/ expiry of contract, any such property shall be handed over to RMC.
  16. The Agency shall not display or exhibit pictures, posters, statues or other articles which are repugnant to morals or are of indecent, immoral or of other improper character. It is expressly agreed that the decision of the RMC in this regard shall be conclusive and binding on agency and shall not be a subject matter of dispute.
  17. The payment shall be made in Monthly Basis with all applicable taxes to the RMC.
  18. All staff shall be placed only after police verification and confirmation to the RMC. The agency awarded the work undertakes to ensure that its staff will maintain due courtesies to all users and decorum and not involve in activities detrimental to a conducive environment for operation of the Gym/ Fitness Centre/ Health Centre.
  19. The maintenance of equipment, flooring and the premises within the multi gym /other areas of operation will be the responsibility of the agency.
  20. The list of equipment installed is given at Annexure – 'VI'.
  21. The Bidder can use the Badminton Court from 2.30 PM to 4.30 PM for grooming young talents by giving proper coaching & the Registration and monthly charges for the same will be decided by the Bidder.

#### **A. Risk and Cost**

Neglect or failure on the part of the contractor to execute the work will be carried out by alternate source at the risk and cost of the contractor and to the extent of alternate execution, the contract will be deemed to be terminated either in part or full.

#### **B. Work to the Satisfaction of RMC**

The contractor shall execute the work efficiently and complete it in all respects in accordance with the contract terms and conditions and shall comply with and adhere strictly to the instructions and directions on any matter in accordance to the terms of the contract.

#### **C. Indemnity**

The contractor shall indemnify RMC against any claim, order and demand, made by competent authority & in case RMC asked to comply such order/ direction, RMC shall be entitled to recover / adjust the said amount from the dues of the contractors.

#### **D. Statutory Obligations**

1. The firm shall be directly responsible for payment of wages (including other benefits like EPF & ESI) to his manpower engaged under this contract at his own cost. When the contract terminates there shall be no physical or moral pressure on RMC, on grounds of "Person Displaced from Job".
2. The firm should have EPF & ESI registration No. and a valid labour license under section 7 of the contract Labour (R&A) Act, 1970 and contract Labour (R&A Central Govt. Rules, 1971).
3. The firm shall abide by all statutory and regulatory Acts of both Central Government and State Government.
4. The firm shall comply the regulatory clauses of Labour Act and shall not engage any minor under this contract.
5. All safety measures must be taken care of, in order to avoid any accident, fire and other safety hazards. Any type of loss of assets due to any such incident is the sole responsibility of the Firm. RMC shall no way be liable for any such incident. The Firm shall also ensure that all their personnel are aware of this and other clauses of the contract.
6. If there is any damage to the RMC property or any other financial burden on the Organization because of wilful or negligent action by the Firm or its personnel, RMC shall be entitled to recover the same by means of compensation from the Firm/ Agency.
7. The Dy. Commissioner, RMC or an Officer authorized by him will represent RMC in all dealings with your firm.
8. The staff engaged by your firm shall draw their wages from you and will not claim any employment benefit from RMC at any time. The agency shall also be responsible for the Statutory obligations of such personnel and shall indemnify RMC in the matter.
9. RMC shall not be responsible for loss of life/ injury to the engaged staff of Firm in any manner whatsoever. RMC shall not be responsible for all such litigations.

#### **E. Contract Validity**

1. The contract is valid for a period of one-year and another one year extendible upon satisfactory performance of the agency.
2. This contract can be terminated under following circumstances:
  - a) By giving one month's notice by RMC, anytime without assigning a reason, if in the opinion of the authorities such termination is in the interest of RMC. This termination will not be challenged by the Contractor.
  - b) The Firm/ Contractor not performing his duties properly as per the agreed terms and conditions of the contract. RMC shall decide whether the performance of the contractor meets specification or is deficient and to what degree. In such a case the notice period shall be one week without any compensation.
  - c) For committing breach of the terms & conditions of the contract or assigning the contract of any part thereof by the Agency to any third party or subletting whole or part of the contract of the premises to any third party. The notice period shall be one week without any compensation.
  - d) The Firm/ Contractor being declared as insolvent by the Court of Law. The notice period shall be one week without any compensation.
  - e) For indulging in any grossly unsafe practice, stealing or wilfully damaging the property or engaging in any illegal activity, the contract shall be terminated on immediate notice. Decision of Commissioner, Rourkela Municipal Corporation in this matter shall be final and binding.

During the notice period for termination of contract in any of the situations contemplated above, the Contractor shall keep discharging his duties as before till the expiry of notice period. It shall be the duty of the Contractor to remove all the personnel and / or resources deployed by him on termination of the contract on any ground whatsoever and to ensure that no person creates any disruption/ hindrance/ problem of any nature to RMC.

**F. Jurisdiction and Right to Amend Rule:**

1. RMC reserves the right to amend rules whenever and wherever considered necessary and appropriate. The same shall be intimated to the Firm/ Contractor in due course.
2. RMC rules shall be binding for execution of the contract. Further, in case of any dispute arising out of or in connection with aforesaid contract either during subsistence of the contract or thereafter, the Commissioner, RMC is the sole arbitrator to decide the same and his decision is final and binding both the parties as per the provisions of the Arbitration and Conciliation Act 1996. If differences persist even after arbitration and there are compelling reasons to go to the Court, it will be decided in the Court of Rourkela Only.

The rates as approved by the Competent Authority are as given below.

Name of the activity	GYM	Table Tennis	Lawn Tennis/ Volley Ball
Membership fees	1000	To be decided by the agency.	To be decided by the agency.
Monthly Fees	800	To be decided by the agency.	To be decided by the agency.

**There should not be any alteration in the above rates. As it is approved by the Commissioner, RMC & circulated publicly through print media & social media.**

1. There should be no legal suit/criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Agency or any of its Directors (in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violation of any of the laws in-force and should not be black listed by the any Government organization. The self-certification as per Annexure-III should be enclosed.
2. The Bidder should furnish all the information as required in the Technical Bid form.
3. Rourkela Municipal Corporation will have the right to forfeit Performance Security, if the terms and conditions of the Tender are not adhered to by the supplier or in case of breach of Contract.
4. In case any dispute arises in regard to the tender, the decision of the Commissioner, Rourkela Municipal Corporation will be final and binding.
5. In case of litigation, the courts at Rourkela only will have jurisdiction for deciding case according to the relevant Indian laws in force.
6. The technical bid of the bidders will be opened first and the financial bid will be opened only of the bidders whose technical bid is accepted / qualified.
7. The tenderer/authorized person(s) should sign on each page of the bid document as a token of authenticity of the same.
8. Tender (s) received after due date & time shall not be accepted and Rourkela Municipal Corporation shall not be responsible for delay in postal delivery or any other reasons.
9. **Language of Bid: The Bid, as well as all correspondence and documents relating**



**to the Bid exchanged by the Bidder and the RMC, shall be in English including Previous work orders, Contract agreement copy, Assignment completion certificate etc.**

10. Conditional tenders will not be accepted.

I have read and understood all the terms & conditions of the Tender Enquiry and hereby undertake to abide by the same.

Date:  
Place:

Authorized Signatory  
Name \_\_\_\_\_  
Designation \_\_\_\_\_

***NOTE: The Technical bid is required to be submitted in a separate sealed cover scripted as Envelope 'A' (along with Annexure-I, II, III, IV & V).***

***Submission of Technical Bid & Documents to accompany the Bid:***

The intending Bidders are required to submit the technical Bid in the prescribed format as in tender specification and also submit copy of the following documents, along with the Technical Bid, **failing which their bids shall be out rightly rejected and will not be considered for further evaluation:**

1. Cost of tender paper in shape of Demand Draft only.
2. EMD amount in shape of Demand Draft only.
3. Attested copy of registration certificate of Agency/Firm/Company.
4. Attested copy of PAN Card.
5. Attested copy GST registration Certificate.
6. Copy of tender document with each page duly signed by the authorized signatory of the bidder/agency in token of their acceptance.

**Conditional Offer:**

Conditional offer shall not be accepted.

**Opening of Bids.**

- i. The part-I shall be opened on the date and time fixed by the RMC. Bids will be opened in presence of the Tenderers or their authorized representatives limited to one person only on the due date of opening of tender who wish to attend.
- ii. The price bids of the technically and otherwise acceptable bids only are evaluated. It should be distinctly understood that the part-II of the bid shall contain only details/ documents relating to price. Inclusion of any of the documents/ information etc. shall render the bid liable for rejection.
- iii. In the event of discrepancy or arithmetical error in the schedule of price, the decision of the Management shall be final and binding on the Tenderer.
- iv. For evaluation the price mentioned in words shall be taken if there is any difference in figure and words in the price bid.

***Management's Right to Reject Bids:***

The Management reserves the right to reject any or all the tenders without assigning any reasons whatsoever.

**TECHNICAL BID FORM**

**(TO BE SUBMITTED SEPARATELY IN ENVELOPE-'A')**

**TECHNICAL BID**

**TENDER SPECIFICATION NO.**

1. Name of the Bidder :

2. Details of Earnest Money Deposit: DD No. \_\_\_\_\_ Date \_\_\_\_\_

Of Rs. \_\_\_\_\_ drawn on

Bank \_\_\_\_\_

3. Full Address of Registered : Office of the Bidder

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

4. Full address of  
Operating/  
Branch Office of  
the Bidder:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

\_\_\_\_\_

FAX No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

5. PAN/GIR No.: \_\_\_\_\_

(Enclose attested copy)

6. GST Registration No.:\_\_\_\_\_ (Enclose attested copy)

7. E.P.F.Registration No.:\_\_\_\_\_ (Enclose attested copy)

8. E.S.I.Registration No.:\_\_\_\_\_ (Enclose attested copy)

9. Financial turnover of the Bidder for the last three consecutive Financial Years (Audited Account only) :

Financial Year	Amount (Rs. Lakhs)	Remarks, if any
2019-20		
2020-21		
2021-22		

10. Details of the Two years' experience in managing Multigym of at least 200 members/any sports related experience etc. (Annexure-V)

11. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

**FINANCIALBIDFORM**

**(Overall Management of GYM, Table Tennis & Volley Ball/Lawn Tennis Court In side BPIS, Panposh on outsource Basis".**

**- (To be submitted in separate envelop super scribing "Price Bid")**

**Part-B**

1. Name of the Contractor/Bidder:

<b>S.No.</b>	<b>Description</b>	<b>Unit</b>	<b>Amount with break-up (inRs.)</b>
1	<b><i>BASE PRICE</i></b>	Per Month	Rs.1,00,000/-
2	<b><i>Quoted Price</i></b>	Per Month	
	<b><i>Total</i></b>		

**Signature (in ink, with date) and Seal of Bidder/ Tenderer**

**Note:**

- 1. Quoted price should be above the base price and exclusive of all taxes.**

**UNDERTAKING BY THE AGENCY**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (Name of the firm/agency) hereby declare that there is no legal suit / criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Agency or any of its Directors (in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violation of any of the laws in force and company is not black Listed by any Government Organization. I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (Name of the firm/agency) hereby declare that our organization or the staff to be provided has no business or direct family relationship with member(s) of RMC's and/or RMC employees or persons positioned in or on the Board of these two organizations by whatever process. I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (Name of the firm/agency) hereby undertake that all relevant statutory Requirements will be complied with. I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (Name of the firm/agency) understand that if the above declaration is found incorrect, the present engagement would be terminated and \_\_\_\_\_ (name of the firm/agency) would be debarred from any further engagement by RMC ever.

**Date:**

**Signature of the Bidder**

**Place:**

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_

**DECLARATION**

1. I,.....Son/Daughter/Wife of  
Shri.....Proprietor/Director/authorized signatory of  
the Agency mentioned above, is competent to sign this declaration and  
execute this tender document;
2. I have carefully read and understood all the terms and conditions of the  
tender and undertake to abide by them. We are not involved in any major  
litigation that may have impact of affecting or compromising the delivery  
of the services as required under this tender.
3. The information/documents furnished along with the above are true and  
authentic to the best of my knowledge and belief. I/we, am/are well aware  
of the fact that furnishing of any false information / fabricated document  
would lead to rejection of my tender at any stage besides liabilities  
towards prosecution under appropriate law.

**Date:**

**Signature of the Bidder**

**Place:**

**Name** \_\_\_\_\_

**Designation**\_\_\_\_\_

## Annexure-V

### EXPERIENCE OF SIMILAR WORKS

Name of Bidder:

Details of Projects Undertaken / completed for managing the indoor stadium having multi GYM/Fitness Center, Table Tennis, Lawn Tennis for the last two years. (Attach experience certificate copy)

Sl. No	Name of Client/Institute/Fitness center with address	From	To	Description of service provided	Remarks

Date:

Place:

Designation:

Signature of the Bidder:

Name: