

RFP No 11115

Dated 12.10.2018



## REQUEST FOR PROPOSAL

FOR

**SELECTION OF AGENCY FOR OPERATION AND  
MAINTENANCE CONTRACT OF 10(TEN) Nos. OF  
PARKS IN ROURKELA**

**ISSUED BY**

**Rourkela Municipal Corporation**

**Udit Nagar, Rourkela-769012**

**Phone No-0661-2500388**

**Email Id:rourkelamunicipality@gmail.com**

## Disclaimer

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the services. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information

contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## **1. Project Background**

The Rourkela Municipal Corporation invited sealed proposals from reputed Operation and maintenance Agency/ Property Management Company / Facility Management Company for overall upkeep, maintenance, repair etc of 1(TeN) No's OF PARK IN Rourkela of Rourkela Municipal Corporation.

- i Park in Rourkela near Basanti colony near FL/174
- ii Park near Basanti Colony near CL/34
- iii Park near chhend colony, Kalinga Vihar L2/244
- iv Chhend Colony-LCR 449
- v Construction of Park near Civil Township V- Block
- vi Construction of Park near Chhend Colony, Kalinga Vihar near S2/H69
- vii Park near Chhend colony in front of MIG-248,250 & 252
- viii Construction of Park near Koel Nagar A-Block near A/527
- ix Construction of Park near Koelnagar C-Block near C/410
- x Chhend Colony Kalinga Vihar MI- 128

The Operation and maintenance Agency / Property Management Company / Facility Management agency would be responsible for regular and timely upkeep, maintenance, repair etc of the above 10 nos. of parks in Rourkela.

## **2. Broad Scope of Work**

The Scope of work for contracts which will inter alia include the following items:

1. Garden and Lawn Maintenance including soft and hard landscaping: Maintenance and upkeep of lawns, plants, trees, creepers, hedges, palms and plants by doing the following:
  - Watering, cleaning and mowing
  - Trimming considering shape of all hedges
  - Trimming of unwanted branches
  - Replacement of plants, if required
  - Gap filling

- Loosening of soil
  - Staking if required
  - Regular use of insecticides and pesticides to control infection to plants including all other prophylactic measures
  - Providing flower arrangements for special occasions
  - Shaping of all specimen plants
  - Sweeping and cleaning of soft and hard landscape area to be done daily.
  - Potted flowering plants arrangement to be made during winter season at different focal points of the park like entry gate, passage, passage junction, water body area to enhance the beauty of the park.
  - Seasonal plants to be maintained in consultation with RMC
2. Garbage Collection/ Disposal:
- Cleaning of all garbage containers, wipe clean and replace liners
  - Collect the waste papers, empty the garbage drums, waste paper baskets and arrange to carry away from the premises to the common garbage dump.
3. Civil works:
- Maintaining the civil structures like statues, fountains, benches etc.
4. Maintenance of Lamps: The Agency shall maintain the lamps of the Park effectively for proper use. Wastage of electricity should be avoided by switching off the lights during day time. Replacement of bulbs and switches shall be done by the Agency but at the cost of RMC after producing actual bills/ cash memos, rate analysis and after verification in the market.
5. Maintenance of toilets: All the toilets should regularly be cleaned and the frequency of cleaning shall be high during the peak hours i.e., morning and evening.
6. Maintenance of Jogging Tracks: Both the jogging tracks of hard and soft surfaces shall regularly be cleaned on a daily basis.
7. Maintenance of Water pumps, water lines and Water area:
- Water pumps and water lines shall regularly be checked and properly maintained.

- Regular routine maintenance of the pumps and associated equipment, valves, pressure gauges etc
  - Prepare inventory of spares and ensure that critical spares are always available.
  - Regular checking and repairs of all supply lines
8. Use of Pesticides and insecticides: The Agency shall use good quality pesticides and insecticides for the maintenance of the park.
9. Paintings of boundary walls: The boundary walls of the Park should be painted at least once a year.
10. Other scope of works:
- Visitors should not be allowed to enter in the parks with food items,
  - All Permissions for functions/ film shootings/ any public speaking to be taken from RMC only.
  - Various awareness programme related to environment, art, culture etc. May be conducted with approval of RMC to enhance the people participation.

### **3. Period of Contract**

The contract shall be valid for a period of 1 (ONE) year commencing from the date of execution of contract agreement between RMC and the selected contractor. However, RMC reserves its right to review and extend the same after successful completion of the said period.

### **4. Safety Code and Safety Rules**

- First aid facility shall be maintained in a readily accessible place of the Agency site office including adequate supply of sterilized bandages /dressings and cotton.

**5. Place of Work and Visit to Site**

Interested bidders shall visit the site and make themselves thoroughly acquainted with local site conditions, nature and requirement of work, present conditions of the site and make assessment of labour and material, etc. required before quoting for the tender.

**6. Emergency work**

It shall be Agency's responsibility to attend to emergency works in time. No extra payment will be made for working on odd hours / emergency works.

**7. Rates, Taxes and Duties**

All the rates furnished in the tender shall be inclusive of all labour and material including all duties, royalties, service tax, Work Contract Tax (WCT) or any other taxes or local charges, if applicable but except GST. No extra claim on this account will in any case be entertained.

**8. Manpower / Staff**

The Agency shall always employ a minimum strength of experienced staff at site as given in this RFP. Necessary grooming should be done before posting the staff at site. He shall also comply with the provisions of all labour legislations. Receipt of any complaint on this ground shall be viewed seriously. No additional payment shall be made if Agency keeps more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per contract provision. The workers / staff employed should wear colour code uniforms, pant+shirt+shoes+cap+gloves for male and suit / saris+aprons+cap+gloves for ladies staff. Any indecent behavior / suspicious activities of the Staff employed shall be viewed seriously and a suitable penalty shall be levied on the Agency. The Agency is also required to submit the list of the workers with photo ID, educational qualification, address proof etc. before deputing the workers. Agency shall be solely responsible for

the credentials / acts of his staff / workers. Agency is required to submit daily labour report duly signed by Asst. Care Taker/ Care taker to the Authority.

The Operation and maintenance Agency / Property Management Company / Facility Management Company will ensure that,

- The 10 Nos of aforesaid parks in Rourkela are kept clean and tidy, to the satisfaction of RMC, at all times,
- Garbage is collected timely and disposed off immediately thereafter,
- All complaints regarding Electrical, Mechanical, Plumbing, Pump, Water supply, Civil Works, etc are promptly attended and resolved.
- The deployment of manpower is periodically reviewed by RMC and any addition or deletion or replacement, as required by RMC, is carried out immediately.
- No child labour is deployed

O & M Agency/ Property Management Company / Facility Management Company remain responsible for security, safety, discipline, any act of omission or commission etc, by its employees and RMC stands indemnified by O & M Agency/ Property Management Company / Facility Management Company against all above.

#### 9. **Additional work**

If employer decides to place work order for additional scope of work in the same premises or amend the original contract for additional scope of work in the same premises, the Agency shall be bound to accept the same at rates accepted in the original work during the currency of the contract .

#### 10. **Emergency telephone Numbers**

The Agency shall provide an emergency telephone number for normal and out of hours operations with a maximum of two hour response time during any breakdowns to essential utility services like generator, burst water mains etc.



**11. Supervisor**

Agency shall employ and post at least one experienced qualified Supervisor for proper supervision, coordination and monitoring the work in the premises. He shall be provided with a Mobile and accessible for 24 hours.

**12. Stationery**

The Agency has to bear the cost of all the stationery, telephone, etc. required for proper execution and maintenance of record for the work

**13. Minimum Staff Strength at Site**

The selected Agency should be able to place at least the below mentioned minimum number of Staff at the 10parks.

S.No.	Name of Parks	No. of Manpower required			
		Gardener	Sweeper	Security Guard	Technical person (for electrical/plumbing works)
1.	Park in Rourkela near Basanti colony near FL/174	1	1	2(For two shifts)	1 no.
2	Park near Basanti Colony near CL/34	1	1	2(For two shifts)	
3	Park near chhend colony, Kalinga Vihar L2/244	1	1	2(For two shifts)	

4	Chhend Colony-LCR 449	1	1	2(For two shifts)	1 no.
5	Construction of Park near Civil Township V-Block	1	1	2(For two shifts)	
6	Construction of Park near Chhend Colony, Kalinga Vihar near S2/H69	1	1	2(For two shifts)	
7	Park near Chhend colony in front of MIG-248,250 & 252	1	1	2(For two shifts)	
8	Construction of Park near Koel Nagar A-Block near A/527	1	1	2(For two shifts)	
9	Construction of Park near Koelnagar C-Block near C/410	1	1	2(For two shifts)	
10	Chhend Colony Kalinga Vihar MI- 128	1	1	2(For two shifts)	

Note:

1. For Cleaning work there will be two shifts ,
  - a. The morning shift should commence at 6 AM on working days or otherwise instructed.
  - b. The evening shift should commence from 3PM on working days or otherwise instructed.
2. No overtime shall be paid to any of the worker.

#### 14. Eligibility Criteria

14.1. For participating in this bidding process, the Applicant would require to comply with the following criteria:

- The Applicant should be either Sole Proprietorship/ Partnership/ Company
- The Applicant should have minimum **average annual turnover of Rs 20 lakh** over last 3 completed Financial Year i.e., 2015-16,2016-17&2017-18
- The Applicant should have **1 years post incorporation experience** in similar works like **operation and maintenance/ facility management of Parks/Gardens/townships/reputed institutional premises etc.**
- The Applicant should submit PAN, GST registration, EPF & ESI certificates along with the technical bid.

14.2. No consortium of Applicants will be eligible for submission of proposal

14.3. Even if an applicant satisfies the above requirements, it will be subject to disqualification, at any stage of this selection process, if it has :

- a. Made a false representation in the form, statement and attachments required in the  
Registration documents;
- b. Record of poor performance.
- c. If it has been convicted by any court of law.

## **15. Termination of Contract**

If in the view of RMC, the performance of the selected agency is not satisfactory / the selected agency failed to safeguard the interest of RMC, RMC may at its sole discretion, terminate the engagement of the selected agency. RMC, in doing so, shall intimate the firm in written with its termination letter. The decision of RMC in this matter shall be final and binding.

## **16. Award of Work**

Procedure for the award of work shall be as follows:-

- The RMC will communicate through a written intimation to the selected bidder along with scope of services, payment schedule and draft contract agreement;
- RMC shall invite bids, in two separate sealed envelopes;
- One envelop shall have the Technical Bid and other shall contain Financial bid for the project;
- All the Technical Bids so received shall be evaluated by RMC, and the Financial bids of the qualified firms will be opened for evaluation;
- Final selection of the agency would be based on the least cost (L-1) basis.

## **17. Selection Methodology**

- The eligibility criteria of the proposals will be evaluated first
- Only the financial proposals of those agencies shall be opened who fulfills the minimum eligibility criteria.
- Lowest financial quote will be considered for award of the work
- An Agreement towards execution of the assignment shall be signed between RMC and the selected firm.

## **18. Payment Terms**

- Payment to the agency will be made on the bills to be raised on monthly basis, within 15 days of receipt of bill (s) in acceptable form with all requisite supporting documents.
- There will be pro rata deduction from the bill, if manpower deployed is less than agreed number. Similarly, if manpower deployed is in excess, pro rata

excess payment would be made, provided, however, there is prior written approval from RMC.

**19. Final decision making authority**

The RMC reserves the right to accept or reject any application and to annul the process and reject all proposals at any time without assigning any reason thereof and without thereby incurring any liability to the affected bidder or without informing the bidders of the grounds for such action of RMC.

**20. Submission Requirement**

**a. Technical Proposal**

The Technical Proposal shall contain the following

- a) Covering Letter;
- b) Information of Applicants as per **Schedule 'A'** along with all supporting documents;
- c) Information on prior Experience as per **Schedule 'B'** along with all supporting documents
- d) Information on relevant Personnel to be deployed as per **Schedule 'C'**
- e) Affidavit as mentioned as per **Schedule 'D'**
- f) A tender fee of **Rs 2500/-** along with the proposals.
- g) A refundable Earnest Money Deposit (EMD) for the work is **Rs6, 000/-**-(Rupees six Thousand Only).
- h) The EMD of successful agency shall be returned on submission of Performance Bank Guarantee. The Performance Bank Guarantee (BG) shall be 5% of annual contract value as security deposit. No charges or interest shall be payable on this account.

The BG should be in the format approved by the Authority and should be kept valid for a period of 12 months. No payment shall be released till the BG is submitted. The Bank Guarantee (BG) shall be encashed and security deposit shall be forfeited in case agencies fail to perform his duties satisfactory.

All applicants shall strictly follow the above submission requirement along with its related supporting documents. Short or non submission of desired information and

deviation in submission formats for any / all of the above information may be the reason for rejection of the application for this bidding process.

## **b. Financial Proposal**

The format (**Schedule- E**) for financial bid is provided along with this RFP.

Note: Along with the financial proposal the bidders shall also provide an annexure (**Schedule F**) giving details of the man month rate of each of the type of manpower as proposed in Clause 13 of the RFP.

### **21. Language of Application**

The language of the Application as well as the supporting documents shall be in English.

### **22. Submission of Proposal - Packing, Sealing and Marking**

The Proposal must be inserted in sealed envelopes, along with applicant's name and address in the left hand corner of the envelope and super scribed in "**REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR OPERATION AND MAINTENANCE CONTRACT OF 10(TEN)Nos. OF PARKS IN ROURKELA**". The sealed envelope shall contain two separate sealed envelopes containing Technical Proposal and Financial Proposal.

The Proposal shall be addressed to RMC, Rourkela at the following address:

If the envelope is not sealed and marked as mentioned above, RMC will not be responsible for any misplacement or premature opening. (Telex, cable or facsimile RFP will be rejected).

### **23. Number of Proposals**

An Applicant is eligible to submit only one Application.

**24. Proposal Submission Date**

Proposal submitted in all respect must reach RMC at the specified address on the scheduled date through Speed / Regd. Post or Courier. If the specified date for the submission of Proposal is declared as a holiday for RMC,Rourkela, the Proposal will be received up to the appointed time on the next working day.

**25. Late Submission:**

Proposal received after the deadline for submission prescribed by RMC will be rejected.

**26. Modifications and Withdrawal of Proposal**

No modifications to the Proposal shall be allowed once it is received by RMC,Rourkela.

**27. Jurisdiction**

All disputes arising shall be subject to the jurisdiction of the appropriate court at Rourkela, India and will be governed by the laws of India.

**28. Pre-bid Meeting**

A pre-bid meeting shall be held on the scheduled date and time to answer the queries raised by the prospective bidders.

**29. Complaints/Grievance**

The selected Agency shall keep a complaint register after taking approval from the client in the parks for receipt of complaints and grievances from the visitors and local people.

## Covering Letter

To,

**The Municipal Commissioner, Rourkela Municipal Corporation,  
Udit Nagar,Rourkela-769012,Sundargarh,ODISHA**

Dear Madam,

**Sub:TECHNICALPROPOSAL FOR SELECTION OF AGENCY FOR OPERATION AND MAINTENANCE  
CONTRACT OF 10(Ten) Nos. OF PARKS**

We have examined in detail and have understood the terms and conditions stipulated for eligibility of the Applicant in the RFP document issued by RMC. We agree and undertake to abide by all these terms and conditions. We hereby submit all the necessary information and relevant documents for participating in the RFP process for the above project.

We acknowledged that we have not, during the last three years, failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract.

We understand that RMC reserves the right to reject any application without assigning any reason thereof.

**(Signature of Authorized Person)**

Date:



**Schedule 'A'**

**Information of Applicants**

Name of the Applicant (In full):

Name of the Contact Person:

Address: .....

Telephone no: .....

E-mail address: .....

Year of .....

incorporation: (Certificate of Registration to be furnished)

Details of PAN: .....

(Copy of PAN Card to be furnished)

Details of GSTN No.: .....

(Copy of GSTN No. to be furnished)

Annual Turnover: FY 2015-16: \_\_\_\_\_

FY 2016-17: \_\_\_\_\_

FY 2017-18: \_\_\_\_\_

**\*(Copy of Audited Annual Accounts is mandatory as supporting documents for Annual Turnover)**

**(Signature of Authorized**

**Person)Date:**

**Schedule 'B'**

**Format for Applicant's past Experience of Relevant works completed.**

1.	Name of the work	
2.	Description of the work	
3.	Location	
4.	Name of Client	
5.	Duration of the contract	
6.	Total Fees(In Indian Rupees)	
7.	Other Information relating to Project	

\*Note: Copy of Work orders, Completion Certificate, should be furnished for each of the above projects

**(Signature of Authorized Person) Date:**

**Schedule 'C'**

**Details of the manpower to be deployed shall be provided.**

1. Name of the manpower :
2. Identity Card no. :
3. Educational qualifications :
4. Prior experience :

**(Signature of Authorized  
Person) Date:**

**Schedule 'D'**

**AFFIDAVIT REGARDING BLACKLISTING / DEBARRING AND NORELTION DECLARATION FOR TAKING PART IN TENDER (To be executed and attested by Public Notary / Executive Magistrate on Rs.10/- non-judicial Stamp paper by the Tenderer)**

1. I/We \_\_\_\_\_(Tenderer) hereby declare that the Tenderer namely M/s. \_\_\_\_\_ - has not been blacklisted or debarred in the past by Union / State Government or any Organization from taking part in Government tenders in India and has no litigation in any of the Labour Court(s).

2. In case, the above information found false , I/We are fully aware that the tender / contract will be rejected / cancelled by RMC and EMD / Performance Security shall be forfeited.

3. I/We \_\_\_\_\_ hereby certify that I/We \_\_\_\_\_ am/are related/not related to any officer of Rourkela Municipal Corporation of the rank of Assistant Engineer/Under Secretary and above the Urban Department, Govt of Odisha/We \_\_\_\_\_ am/are\* aware that, if the facts subsequently proved to be false, My/Our\* Contract will be rescinded with forfeiture of E.M.D and security deposit and I/We \_\_\_\_\_ shall be liable to make good the loss or damage resulting from such cancellation.

4. In addition to the above RMC will not responsible to pay the bills for any completed/partially completed work.

DEPONENT

Name & Address-

Attested:

(Public Notary / Executive Magistrate)

**“Schedule – E” FINANCIAL PROPOSAL**

**To, The**

**SUB: FINANCIAL PROPOSAL FOR SELECTION OF AGENCY FOR OPERATION AND MAINTENANCE CONTRACT OF 10 (TEN) Nos. OF PARKS IN ROURKELA.**

We, the undersigned, offer to provide the operation and maintenance services for the above in accordance with your RFP. Our lump sum **monthly** Financial quotation for providing Operation and Maintenance services of 10(TEN) nos of Parks in Rourkela of Rourkela Municipal Corporation taking into consideration the no. of manpower as mentioned in Clause 13 of the RFP is Rs..... (Rupees -----).

(Amount in words and figures) This amount is inclusive of all taxes including labourcess, income tax, insurance, but excluding GST, EPF,ESI andservicecharges against each type of manpower to be shown separately in Annexure-F

Our Financial Proposal shall be binding upon us for the assignment and this proposal would be valid upto 6 months from the date of scheduled proposal opening date.

This financial proposal covers remuneration for all personnel cost, all incidental manpower expenses. The Financial Proposal is without any condition.

Signature of Applicant

Name:

Date:

Place:

“Schedule – F”

FINANCIAL PROPOSAL (Details of manpower costs)

**SUB: FINANCIAL PROPOSAL FOR SELECTION OF AGENCY FOR OPERATION AND MAINTENANCE CONTRACT OF 10(TEN) Nos. OF PARKS IN ROURKELA.**

This financial proposal covers remuneration for all personnel cost, all incidental manpower expenses. The man month rate of the type of manpower as mentioned in the RFP is as below;

Sl No	Category of Manpower	Take of Remuneration	ESI		EPF		Service Charges	GST as Applicable	Gross remuneration
			Employee Share	Employer Share	Employee Share	Employer Share			
1	2	3	4	5	6	7	8	9	10
1	<b>Gardener</b>								
2	<b>Sweeper</b>								
3	<b>Security Guard</b>								
4	<b>Technical person (for electrical/plumbing works)</b>								

Signature of Applicant

Name:

Date:

Place:

