

**OFFICE OF THE ROURKELA MUNICIPAL CORPORATION**

Udit Nagar, Rourkela Dist.-Sundargarh (Odisha) Pin-769012

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

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No. 4634

Date: 14/03/2024

**TENDER CALL NOTICE**

Sealed tenders are invited from the reputed firms /Agencies for  
**"Engagement of Manpower for Maintenance & Cleaning of Sewerage  
Line & Pit of Koelnagar 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  
14.03.2024.

The last date for receipt of sealed tender is 21.03.2024 till 1:20 P.M.  
through Speed Post/ Regd. Post /Courier/ or by hand in the office address of  
the undersigned.

  
Commissioner

Rourkela Municipal Corporation

Date: 14.03.2024

Memo No. 4635

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

Date: 14.03.2024

MemoNo: 4636

Copy to Director, I&PR Dept., Govt. of Odisha, Bhubaneswar for information  
and requested to publish the copy of above mentioned notice in One highly  
circulated Odia daily newspaper (all editions) and One highly circulated  
English Daily newspaper (in all India Edition) on 15.03.2024. The  
font size should be 8 Points and rate should be as per I&PR.

  
Commissioner

Rourkela Municipal Corporation



**Tender Call Notice No.**

**Date:**

**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 "Engagement of Manpower for Maintenance & Cleaning of Sewerage Line & Pit of Koelnagar on Outsource Basis".**

## INVITATION FOR BID(IFB)

Rourkela Municipal Corporation, Rourkela invites sealed Bids for "Engagement of Manpower for Maintenance & Cleaning of Sewerage Line & Pit of Koelnagar on Outsource Basis".

### Bidding Schedule:

Sl. No	Information	Details
01	Date of Publication of Tender	14.03.2024
02	Last Date & Time of Receipt of Filled Up Bid Document	21.03.2024, 1:30 PM
03	Date and Time of Opening of Technical Bid	21.03.2024, 4:30 PM
04	Date and Time of Opening of Financial Bid	to be intimated
05	Period of Contract	1 (ONE) YEAR
06	Cost of Bid Document	Rs. 2360/-
07	Earnest Money Deposit (EMD) value	Rs. 50,000/-
08	Performance Bank Guarantee/Security Deposit	3% of total cost.
09	Place of Opening of Bid	Office of The Municipal Commissioner, <b>Rourkela Municipal Corporation</b> , Uditnagar, Rourkela-769012
10	Address at which proposal in response to tender notice is to be submitted	Commissioner <b>Rourkela Municipal Corporation</b> , Uditnagar, Rourkela-769012. Tel:0661-2500388 Email: <a href="mailto:rourkelamunicipality@gmail.com">rourkelamunicipality@gmail.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 towards Tender paper cost of Rs. 2360/- (Rupees Two thousand three hundred sixty only) including of GST in shape of PO/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 by \_\_\_\_\_.
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 "**Engagement of Manpower for Maintenance & Cleaning of Sewerage Line & Pit of Koelnagar on Outsource Basis**".

Commissioner, Rourkela Municipal Corporation invites tender for "**Engagement of Manpower for Maintenance & Cleaning of Sewerage Line & Pit of Koelnagar on Outsource Basis**" as set forth in the "Schedule of Requirements".

The Tender shall be submitted in **two separately sealed envelopes (A- Technical Bid and B- Financial Bid)** with **a covered main envelop super scribed** on the top left corner of the envelopes as "**Engagement of Manpower for Maintenance & Cleaning of Sewerage Line & Pit of Koelnagar on Outsource Basis**" addressed to the Commissioner, Rourkela Municipal Corporation, Uditnagar, Rourkela, Dist.-Sundargarh (Odisha), PIN-769012. Bidder's seal and signature on below left corner of envelopes is mandatory in all three envelopes.

1. The bidder has to submit **Earnest Money Deposit (EMD)** amounting to Rs. 50,000 /- (Rupees <sup>Five thousand</sup> 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.
  
2. **Performance Guarantee-** Performance Guarantee/ Security Deposit of 3% of total value of the contract will have to be deposited within 7 days of placing order in the form of FDR/TDR from nationalized bank pledged to the undersigned /Bank Guarantee from a Nationalized Bank may be submitted in favour of The Commissioner, RMC, Rourkela. This shall be valid up to 90 days beyond Contract period. Performance Guarantee will be returned without any interest after successfully completion of contract. This amount, however, be confiscated in case of refusal or failure to provide satisfactory services or backing out in midstream.



## **Scope of Work of the Assignment for "Engagement of Manpower for Maintenance & Cleaning of Sewerage Line & Pit of Koelnagar 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 general scope of work is for Maintenance & Cleaning of Sewerage Line & Pits of Koelnagar for a period of 1(one) year & complain redressal from the date of commencement of the work. Another 1(one) year can be extended on the satisfactory performance.
2. Adequate manpower (unskilled, semiskilled, skilled) may be engaged for Maintenance & Cleaning of Sewerage Line & Pits of Koelnagar which has to be accessed by the applicant/bidder along with the proposal with explanation.
3. All machinery, safety equipment, PPE to workers will be provided by the bidder till the tenure of the contract.
4. On vital days if the office desires, additional manpower may be engaged in these service area by the bidder. However heavy machine like high power jet for washing, Tractor/JCB for transport of garbage will be provided by RMC as per the requirement by the officials in charge.
5. The Bidder shall mobilize its resources for execution of the work as per the scope of work and manpower requirement.
6. The work shall be executed strictly in accordance with the scope of work. The bidder shall discharge its responsibility strictly adhering to the above-mentioned scope and shall ensure cleanliness.
7. The bidder shall ensure that proper discipline to be maintained by the staff engaged by them, and they shall have to behave soberly at all times while functioning. The conduct, safety and security of the staff shall be the sole responsibility of the bidder/agency.
8. The payment will be made/ released on monthly basis to the bidder/agency for preceding month based on the certification by the designated officer of RMC.
9. The assets and equipment if any 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.
10. The bidder/agency is required to deploy the numbers of categorized personnel as per the work order for smooth execution of the work under the contract. The personnel may be increased as per the written instruction of the Authority of RMC, if required so.
11. In case the Bidder/Agency/Contractor not performing his duties properly as per the agreed terms and conditions of the contract, notice will be served to the Firm/ Agency for rectification within 3 days, failing which the contract may be terminated.

### **B. Liquidated Damages**

The Bidder/Agency/Contractor shall ensure execution of work as per the indicated scope. For any deviation there from or for any job not performed or left out or for any delayed performance, the firm shall be liable for penalty on pro-rata basis per day, to be assessed by assigned officer, subject to a maximum limit off 10% of the monthly bill.

### **C. 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 partially or fully.



#### **D. Consideration / Payment Terms:**

1. Payment: The monthly consideration for the work will be quoted by the bidder/agency excluding GST, which should commensurate with the proposal and can be justified if called for. The payment will be made on monthly basis. The wages to the workers should be as per the Minimum wages notification issued by Labour Department of Govt. of Odisha in force from time to time under Minimum Wages Act-1948. However, if after entering into the contract the labour rates are increased by the Government, RMC will increase the consideration on pro rata basis towards labour from the same date of effect. The agency is required to submit the taxable Bill/Invoice in the first week of every succeeding month for release of payment which will be certified by the assigned Officer and verified by the Joint Commissioner, RMC/ or any Designated officer of RMC.  
The payment of the certified monthly bill shall normally be made within 15 days from the date of receipt of the Bill/Invoice.
2. GST: Extra as applicable on the total value (It may be changed as per Govt. notification from time to time).
3. Subject to any deduction that may have to be made in accordance with the terms & conditions of this contract, the Contractor shall be paid against bill on monthly basis for the work done during the previous month.
4. For the purpose of such monthly payments, invoices preferably in their printed forms along with the documentary proof of deposition of wages in the bank account of Staff (within 7 days), EPF/ESI Contribution (within 15 days) from the expiry of the previous month.
5. Deduction of applicable taxes will be made including TDS & Certificate will be issued by Accounts Department of RMC for such deductions.

#### **E. 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 which has to be certified by the assigned official.

#### **F. 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.

#### **G. Statutory Obligations**

1. The bidder/agency shall be directly responsible for payment of wages as per wages rate in force (including other benefits like EPF & ESI) to his manpower engaged under this contract at his own cost. RMC will enhance the wage rate if Govt. enhances the wage rate on pro rata basis. When the contract terminates there shall be no physical or moral pressure on RMC, on grounds of "Person Displaced from Job".
2. Month wise detailed statement of the previous month's EPF/ ESI deduction, ECR copy should be enclosed along with the monthly bill and submitted to the designated Officer of RMC.
3. 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).
4. The firm shall abide by all statutory and regulatory Acts of both Central Government and State Government.
5. The bidder/agency should comply the regulatory clauses of Labour Act and shall not engage any minor under this contract.



## 6. Safety Measures

- 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.
7. 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.
  8. 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.

## H. Contract Validity

1. The contract is valid for a period of one-year i.e. from unless extended otherwise and can be extended for another year on satisfactory performance.
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 in any form.
  - 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 willfully 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.

- I. After completion of job, you are required to submit a certificate to the effect that PF claims in reference of outgoing/ deceased employee have been signed and submitted to Regional PF Commissioner for settlement. Failing which no final bill will be released.
- J. After completion of job, you are required to submit a declaration to the effect that you have cleared the wages of your workers up to the end of contract period complying to Labour Law of Govt. of Odisha.
- K. 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.

**L. Eligibility criteria of Bidder/Agency (proof to be submitted with proposal)**

- The Bidder/Agency/Contractor must be a registered contractor, Society, Trust, Registered Partnership Firm
- Bidder/Agency/Contractor must have PAN, Audited BS/PL, Labour License, IT Return, GST, EPF, ESI, registration.
- Bidder/Agency/Contractor having record of in time wage payment through bank to staff and deposit of their statutory benefits (EPF/ESI) will be preferred.

**Note:**

- a. Bidder must submit a Proof of registration of the legal entity.
- b. ECR/Bank in time wage payment of the last three financial months must be submitted in support, without which the bid may not be considered.
- c. Bidders must submit the copy of work orders and its completion /continuation certificates of assignments issued by the clients in similar activities for each assignment.

**M. ACKNOWLEDGEMENT BY BIDDER**

It shall be deemed that by submitting the tender/proposal, the bidder has:

- a. Made a complete and careful examination of the tender document, general condition of contract, submission of formalities and evaluation mechanism;
  - b. Received all relevant information requested from RMC;
  - c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this document or furnished by or on behalf of RMC;
  - d. Satisfied itself about all matters, things and information necessary and required for submitting the proposal and performance of all of its obligations there under;
  - e. acknowledged that it does not have a conflict of interest with any other Agencies; and
  - f. Agreed to be bound the undertaking provided by it under and in terms hereof.
- O.** The technical bid of the bidders will be opened first and the financial bid will be opened only if the bidders whose technical bid is accepted / qualified.
- P.** The tenderer/authorized person(s) should sign on each page of the bid document as a token of authenticity of the same.
- Q.** 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.
- R.** **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.**

5. 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 \_\_\_\_\_

***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 the bid shall be summarily/out rightly rejected and will not be considered for further evaluation:**

- I. Cost of tender paper in shape of demand draft/pay order only.
  - II. EMD amount in shape of Bank Draft.
  - III. Attested copy of registration certificate of Agency/Firm/Contractor.
  - IV. Attested copy of PAN/GST Registration.
  - V. Attested copy Bank Payment to staff last three months.
  - VI. Attested copy of EPF / ESI registration letter/Certificate.
  - VII. Attested copy of ECR/ESI contribution last 3 months.
  - VIII. Copy of tender document with each page duly signed by the authorized signatory of the bidder/agency in token of their acceptance.
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- i. The part-A 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.
  - ii. The price bids of the technically and otherwise acceptable bids only be evaluated. It should be distinctly understood that the part-B 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.
  - v. The Management reserves the right to reject any or all the tenders without assigning any reasons whatsoever.



**DESCRIPTION OF THE BIDDER**

1. Name of the Bidder: Country of Incorporation:  
  
Address of the corporate headquarters and its branch office(s) if any, in India:  
  
Date of incorporation and/or commencement of business: Registration Number of Company & Type of Registration: PAN Number:  
  
GST Number:  
Labour License No.:  
ESI Reg. No. :  
EPF Reg. No.:  
Bank Name: Branch Account No.:
2. Brief description of the Company including details of its mainlines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) of the Bidder who shall serve as the point of contact/ communication for the Authority/ RMC:
  - A. Name:
  - B. Designation:
  - C. Company:
  - D. Address:
  - E. Telephone Number-Landline: Mobile:
  - F. E-Mail Address:
  - G. Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:

A. Name:

B. Designation:

C. Address:

D. Phone Number-Landline:

Mobile:

E. Fax Number:

For and Behalf of the Bidder/Agency

Seal & Signature of the  
Authorized Signatory  
Name:

Designation:



**DECLARATION**

(On Letter Head)

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:**

**Place:**

**Signature of the Bidder**

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

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

**FINANCIAL BID FORM**

**For Engagement of Manpower for Maintenance & Cleaning of Sewerage Line & Pit of Koelnagar on Outsource Basis services in RMC Rourkela To be submitted in separate envelop super scribing "Part-B Price Bid"**

**Part-B**

1. Name of the Bidder / Agency / Contractor: \_\_\_\_\_

Sl. No.	Description	No. of Manpower required	Unit	Amount per month (In Rs.)
1	Engagement of Manpower for Maintenance & Cleaning of Sewerage Line & Pit of Koelnagar on Outsource Basis on Outsource Basis  Present Minimum wage: Hi Skilled- Rs. 502/- per day	09	Per Month	1,35,540
Service Charges in Percentage (to quote) _____ %				
Total with Service Charges				

*Signature (In Ink, with date) and Seal of Bidder*

**Note:**

1. Quoted rate per month should be sufficient to meet out all the statutory deductions.
2. Following rates are as per minimum rates of wages as per the order of Ministry of Labour & Employment, Govt. of India and are subject to amendment/modification in accordance with the subsequent order, if any of Ministry of Labour & Employment, Govt. of India.