



OFFICE OF THE ROURKELA MUNICIPAL CORPORATION

UDITNAGAR, ROURKELA, ODISHA-769012

E-mail ID: rourkelamunicipality@gmail.com

RFP No. 9739

Date. 26.07.2022

**NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR SUPPLY AND
INSTALLATION OF PORTABLE CABINS FOR CONTAINER LIBRARY AT DIFFERENT
LOCATIONS OF ROURKELA MUNICIPAL CORPORATION AREA (2nd CALL)**

Rourkela Municipal Corporation (RMC) invites Request for Proposal (RFP) from the reputed Intending Agencies/ Suppliers/Bidders for Supply and Installation of 04 Nos. of Portable Cabins for Container Library at Different Locations of Rourkela Municipal Corporation area.

The RFP is to be submitted in closed covers addressed to the Commissioner, Rourkela Municipal Corporation, Uditnagar, Rourkela, Dist.-Sundargarh (Odisha), PIN-769012 on or before **1.00 PM 06.08.2022** through Speed Post/ Registered Post/ Courier/ or by Hand.

The complete RFP document can be downloaded from the RMC website (www.rmc.nic.in) from **27.07.2022** onwards.

Authority reserves the right to reject any or all the RFP without assigning any reason thereof.

SD/-

Commissioner

Rourkela Municipal Corporation

Date: 26.07.2022

Memo No. 9740

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.

SD/-

Commissioner

Rourkela Municipal Corporation

Date: 26.07.22

Memo No: 9741

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 27.07.2022. The font size should be 8 Points and rate should be as per I&PR.

SD/-

Commissioner

Rourkela Municipal Corporation



REQUEST FOR PROPOSAL (RFP)

FOR

**SUPPLY AND INSTALLATION OF
PORTABLE CABINS FOR CONTAINER LIBRARY
AT DIFFERENT LOCATIONS OF ROURKELA
MUNICIAPAL CORPORATION AREA
(2nd Call)**

RFP No. 9739

Date: 26.07.2022

Issue of RFP Documents: 26.07.2022

Last date & time for submission of the RFP: 06.08.2022 by 1.00 PM

**Rourkela Municipal Corporation
Udit Nagar, Rourkela Dist. - Sunadrgarh (Odisha)
Pin-769012**

Website: www.rmc.nic.in

Email Id: rourkelamunicipality@gmail.com

DEFINITIONS

"Associate" Associate means, in relation to the Bidder/ Consortium or Joint Venture Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium or Joint Venture Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company, the power to direct the management and policies of such person by operation of law;

"Approved Invoice" shall mean the monthly invoice submitted by the Operator and duly approved by the RMC.

"Bidder" shall mean a proprietorship, single company or a consortium/ joint venture of a maximum of two legal entities each of which shall be incorporated under their respective jurisdiction including any amendment thereof and should have been in existence at least three years prior to the Bid Due Date;

"Consortium" shall mean the consortium consisting of M/s..... and M/s formed/acting pursuant to the Joint Bidding Agreement dated entered into by them, for the purpose of submitting their proposal for undertaking the Project and the event of their being accepted by the Authority to implement the Project through Special Purpose Vehicle formed and registered by them at Rourkela/ Bhubaneswar in India; provided that in case of a Consortium, at least one member shall be incorporated in India;

"Monsoon Period" shall mean period of a calendar year in between June 15 to October 15 for Odisha region;

"Operator" shall mean prime contractor who has been awarded the contract by the employer;

"Person" shall mean (unless otherwise specified or required by the context), Firm, Company, Corporation, Government, State or Agency of a State;

"Project" shall mean For Supply and Installation of Portable Cabins for Container Library at Different Locations of Rourkela Municipal Corporation area;

"Project Area" shall mean the geographical area of the Rourkela Municipal Corporation area located in Rourkela (Dist.-Sundargarh);

"Request for Proposal (RFP) Document" shall mean all documents whether containing words, figures or drawings which are, before the delivery of the Bidder's Bid and for the purposes of his/ her bid, issued to him by or on behalf of GCC or embodied by reference in such delivered documents or specified therein as being available for inspection by the Bidder;

"Turnover" shall mean the aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company during a financial year;

SCHEDULE OF RFP PROCESS

RMC would endeavor to adhere to the following schedule from the date of issue of notification during the Process:

Events	Date
RFP Issue Date	26.07.2022
Uploading of RFP Document on RMC Website (www.rmc.nic.in)	27.07.2022
Last date for receiving queries through E-mail ID only: rourkelamunicipality@gmail.com	31.07.2022
RFP Submission Due Date and time	06.08.2022 by 1.00 PM
Date & Time of Opening of Technical Bids	06.08.2022 at 4.30 PM
Place of Opening of Technical Bid	Council Hall of Rourkela Municipal Corporation, Udit Nagar, Rourkela - 769012
Date & Time of Opening of Financial Bids	<i>To be intimated</i>
Address for communication	The Commissioner, Rourkela Municipal Corporation, Udit Nagar, Rourkela Dist.- Sundargarh (Odisha) Pin-769012

1. If any date specified herein is a holiday, then the next working day will be considered for the activity and the time will remain the same.
2. The Schedule indicated above is tentative and RMC may change any or the entire schedule under intimation to all bidders through the website of RMC only.
3. Any Corrigendum / Addendum with regard to this RFP will only be published through the website of RMC, i.e. www.rmc.nic.in.

**SD/-
Commissioner
Rourkela Municipal Corporation**

DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Rourkela Municipal Corporation (RMC) or any of their employees or advisors, is provided to Bidder(s) 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 and is neither an offer nor invitation by the RMC to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their bids (the "Bid") including all the necessary submissions and the Financial Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the RMC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the RMC, its employees or advisors to consider the investment objectives, financial situation 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 Bidder shall, therefore, conduct its own investigations and analysis and shall check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and shall not be regarded as a complete or authoritative statement of law.

The RMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The RMC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder 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, completeness or reliability 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 during the Bidding Process.

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

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

The issue of this RFP does not imply that the RMC is bound to select a Bidder or to appoint the Selected Bidder or Operator, as the case may be, for the Project and the RMC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

1. INSTRUCTION TO BIDDERS

A. GENERAL

1.1 Introduction

As per census 2011 there are 69609 households in Rourkela Municipal Corporation area having 3.09 lakh populations. Rourkela Municipal Corporation is the second largest urban centers and a fast-growing city in the state of Odisha and also declared as Smart City by the Government of India under Smart City Mission. The total area of Rourkela Municipal Corporation is 53.29 sq km and has 40 wards.

RMC wants to select an agency for Supply and Installation of fully equipped Portable Cabins for Container Library at Different Slum Locations of Rourkela Municipal Corporation area.

1.2 General Conditions

- a) The bidding process consists of a Request for Proposal (RFP) with two envelopes from prospective bidders.
- b) Though adequate care has been taken in the preparation of this RFP Document, the Bidder shall satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, shall be given to the RMC immediately. If no intimation is received by this office, it shall be deemed that the Bidder is satisfied that the RFP Document is complete in all respects.
- c) Neither RMC, nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP Document and it is not possible for RMC to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Certain prospective Bidders may have a better knowledge of the Project than others. Each prospective Bidder shall conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources.
- d) Neither RMC nor their employees or consultants shall have any liability to any prospective Bidders or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP Document, any matter deemed to form part of this RFP Document, the award of the Project, the information and any other information supplied by or on behalf of RMC or their employees, any consultants or otherwise arising in any way from the selection process for the Project.
- e) RMC reserves the right to reject any or all of the Bids submitted in response to this RFP Document at any stage without assigning any reasons whatsoever.

- f) RMC reserves the right to change any or all of the provisions of this RFP Document. Such changes would be intimated through Corrigendum/Addendum. Any Corrigendum/Addendum issued shall be part of the Bidding Document and shall be available on the website www.rmc.nic.in.
- g) Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid non-responsive.
- h) For a Bid submitted by Group/Joint Venture/Consortium, the RFP shall contain signed letters submitted by each of the Members, stating that the entire RFP has been examined and each key element of the RFP is agreed to.
- i) The Bid shall contain a copy of the Memorandum of Understanding / JV Agreement entered in to between the Members of the Group/Consortium/Joint Venture, for Bidders in the RFP. In the absence of such a document the RFP would be considered and evaluated as one from an individual company alone, submitting the Bid. The documents shall clearly laydown the role that would be carried out by the Lead Bidder and Other Members along with the share of liabilities towards the successful performance of obligations laid down in this document.
- j) In case a Joint venture/ Consortium / Group is selected as the Successful Bidders, the Lead Bidders shall continue to remain the representative of the Joint venture/ Consortium / Group and shall be responsible to RMC and for the fulfillment of all contractual obligations laid in this RFP document.
- k) All communication and information provided shall be legible, and wherever the information is given in figures, the same shall also be mentioned in words. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- l) The RFPs shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the RFP Document, RMC reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
- m) No Promoter/Bidder can propose to be a member of more than one Bidders for submission of the RFP for the Project. A single entity cannot propose to be member of more than one Bidders.
- n) The Bidders/Lead Bidders shall designate one person ("Contact Person" and "Authorized Representative and Signatory") authorized to represent the Bidders/Lead Bidders in its dealings with RMC. This designated person shall hold the Power of Attorney as per the format mentioned in Annexure and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidders etc. The Covering Letter submitted by the Bidders shall be signed by the Authorized Signatory and shall bear the stamp of the entity thereof.
- o) The RFP (and any additional information requested subsequently) shall bear the initials of the Authorized Signatory and stamp of the entity thereof on each page of the RFP in case it is an Individual/ Joint venture/ Consortium / Group of bidders.

- p) Mere submission of information does not entitle the Bidders to meet an eligibility criterion. RMC reserves the right to vet and verify any information submitted by the Bidders.

1.3 Request for Proposal

The Authority issues this RFP document and invites sealed proposals for Supply and Installation of 8 Nos. of fully equipped Portable Cabins for Container Library at Different Slum Locations of Rourkela Municipal Corporation area. The Authority intends to select the bidder through a transparent competitive bidding process in accordance with the procedure set out herein.

1.4 Due diligence by Bidders

Bidders are encouraged to inform themselves fully about the Assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project sites, sending written queries to the Authority through specified E-mail ID before the date and time specified in the schedule of RFP Process.

The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the Authority to respond to any question or to provide any clarification.

1.5 Minimum Technical and Financial Eligibility Criteria

- a) Any Bidder or Member of the Consortium who has been barred / disqualified / Blacklisted by any State or Central Government Authority from participating in the Government tenders is not eligible to participate in the tender process, either individually or as member of a JV/Consortium.
- b) Bidder should have sufficient experience of handling time bound works of similar job nature preferably at Government Organizations/ ULB/PSU/reputed Organizations etc.
- c) Bidder should furnish a list of similar nature of work performed by them elsewhere with documentary evidence.
- d) One Similar work of aggregate cost not less than Rs.1,00,00,000 (Rupees One Crore Only) or Two Similar work, each costing not less than Rs.60,00,000 (Rupees Sixty Lakhs). The "similar work" shall mean Design, Supply, of pre modular cottage for restaurant / Library with electrical work.
- e) The Bidder shall have Average annual turnover of at least Rs 2,00,00,000 (Rupees Two Crore Only) during the last three financial years. The financial capacity of the consortium/ JV members shall be considered jointly.

1.6 Cost of RFP Document

The cost of this RFP document which is payable in the form of a Demand draft for an amount of Rs. 11,200/- including GST (Rupees Eleven Thousand Two Hundred only) drawn from any Scheduled/ Nationalized Bank in India in favour of Commissioner, Rourkela Municipal Corporation and payable at Rourkela. The document fee which is non-refundable needs to be submitted along with the proposal.

1.7 Validity of Proposal

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date.

1.8 Brief description of the Selection Process

The Authority has adopted a Single Stage – Two Rounds selection process (collectively the "Selection Process") in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in the RFP. Based on this technical evaluation, a list of short-listed Bidders shall be prepared and the financial bid of only qualified bidders shall be evaluated.

1.9 Communications

All communications should be addressed to:

The Commissioner,
Rourkela Municipal Corporation,
Udit Nagar, Rourkela
Dist.- Sundargarh, Odisha
PIN- 769012
Email: rourkelamunicipality@gmail.com

1.10 Submission address for Bids

The bids should be submitted through Speed Post/ Registered Post/Courier or By Hand as per schedule to:

The Commissioner,
Rourkela Municipal Corporation,
Udit Nagar, Rourkela
Dist.- Sundargarh, Odisha
PIN- 769012
Email: rourkelamunicipality@gmail.com

Envelopes should contain the following information to be marked at the top in bold letters: **"REQUEST FOR PROPOSAL FOR SUPPLY AND INSTALLATION OF PORTABLE CABINS FOR CONTAINER LIBRARY AT DIFFERENT LOCATIONS OF ROURKELA MUNICIPAL CORPORATION AREA."**

B. Information to bidders

1. Bidders are advised that the selection of bidder shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
2. The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Annexure – 1 to 07 and the Financial Proposal shall be submitted in the form at Annexure – 08. Upon selection, the Bidder shall be required to enter into an Agreement with the Authority.

C. Number of Proposals

No bidder shall submit more than one proposal against this RFP. Any bidder submitting more than one proposal shall be disqualified automatically.

D. Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

E. Earnest Money Deposit / Bid Security

- I. The proposal should be accompanied by a Bid Security/Earnest Money Deposit of Rs.2,00,000/- (Rupees Two lakh only). The Bid Security/EMD shall be kept valid throughout the period of 180 (one hundred and eighty) days and 45 days beyond the Proposal Validity Period including any extensions thereto and would be required to be extended further if so required by Authority. Any extension of the validity of the Bid Security/EMD as requested by Authority shall be provided within 7 (seven calendar) days prior to the expiry of the validity of the Bid Security/EMD, being extended. When an extension of the Bid Validity Period is requested, Bidders shall not be permitted to change the terms and conditions of their Bids. RMC reserves the right to reject the bid submitted by any Bidder who fails to extend the validity of the Bid Security/EMD in line with the provisions of this clause. However, MSME shall be exempted to submit the EMD/Bid security as per the MSME development policy 2016. MSME needs to submit valid MSME registration certificate.
- II. The Bid Security/ EMD shall be in the form of a Demand Draft or Term Deposit Receipt (TDR) issued by a Nationalized/Scheduled Bank drawn in favour of the Commissioner, Rourkela Municipal Corporation, payable at Rourkela. RMC shall not be liable to pay any interest on the Bid Security/EMD so made and the same shall be interest free.
- III. The Bid Security will be returned as promptly as possible to all the unsuccessful Bidders without any interest. The Bid Security of Selected Bidder will be returned, without any interest, upon the Selected Bidder signing the Agreement and providing the Performance Security in accordance with the provisions of the Agreement. In addition to the above, RMC will within 60 days release all Bid Securities in the event RMC decides to terminate the bidding proceedings or abandon the Project.
- IV. RMC shall reject the bid which does not include the Bid Security/ EMD as a part of Technical Bid. RMC shall reject the bid, if the bid submitted by the Bidder is declared non-responsive/ non-qualified/conditional by RMC; or if the bid is not as per the Format(s) provided in the RFP document. The entire Bid Security/EMD shall be forfeited in the following cases:
 - a) If the Bidder withdraws its bid;
 - b) If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the validity period of the bid;
 - c) If the Selected Bidder fails to submit the Performance Bank Guarantee(s) in favour of RMC or fails to sign the Agreement within the stipulated timeframe.
 - d) If the Selected Bidder fails to meet any other pre-requisite for signing of Agreement as per the terms of this RFP

F. Acknowledgement by Bidder

It shall be deemed that by submitting the Proposal, the Bidder has:

- a) Made a complete and careful examination of the RFP;
- b) Received all relevant information requested from the Authority;
- c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred herein the RFP;
- d) Satisfied itself about all matters, things and information, including matters referred to the RFP, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- e) Acknowledged that it does not have a Conflict of Interest; and
- f) Agreed to be bound by the undertaking provided by it under and in terms hereof.
- g) The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

G. Right to reject any or all Proposals

- a) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b) Without prejudice set in the Clauses of RFP, the Authority reserves the right to reject any Proposal if:
 - at any time, a material misrepresentation is made or discovered, or
 - The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- c) Misrepresentation/ improper response by the Bidder may lead to the disqualification. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.
- d) The Bid is not accompanied by documents and annexure required to be submitted in accordance with the RFP document; or
- e) Failure to comply with the requirements of this RFP document; or
- f) Any Bid that is received after the Proposal Due Date; or
- g) Any bid that is not accompanied by the requisite bid processing Fee and/or Earnest Money Deposit.

H. Amendment of RFP

- I. At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by the prospective bidders, modify the RFP document by the issuance of Addendum/ Corrigendum through the RMC website (www.rmc.nic.in) only.

- II. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal due date.

I. Proposal Due Date

Proposal should be submitted on or before the proposal due date specified at Schedule of RFP process at the address specified herein in the manner and form as detailed in this RFP.

J. Late Proposals

Proposals received by the Authority after the specified time and date shall not be eligible for consideration and shall be summarily rejected.

K. Modification/ Substitution/ withdrawal of Proposal

The Bidders are not allowed for any modification, substitution, or withdrawal of its Proposal after submission.

L. Performance Security

The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security, if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- ✓ If the bidder engages in any of the Prohibited Practices specified in this RFP;
- ✓ If the Bidder is found to have a Conflict of Interest as specified herein; and
- ✓ If the selected Bidder commits a breach of the Agreement.

M. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

N. Clarifications

- i. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be through email only.
- ii. If the Bidder does not provide clarifications within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

O. Indemnity

The successful Bidder shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not less than 3 (three) times the value of the Agreement, for any direct or indirect loss or damage that is caused due to any deficiency in Services.

P. Letter of Award

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 3 (Three) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest quoted Bidder may be considered with negotiation of L1 price.

Q. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within 07 (Seven) days with Authority by the Selected Bidder by submitting the documentary evidence for Performance Guarantee in the form of Bank Guarantee from any Nationalized/ Scheduled Bank of 3% value of the contract in the prescribed format during signing of Contract Agreement and that will be released after the contract period without interest. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

Failing to make the agreement and commissioning the work within the stipulated time period, authority reserves the right to cancel the LOA and to take appropriate action for black listing.

R. Commencement of Assignment

The Selected Bidder shall commence the Assignment within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Successful Bidder fails to either sign the Agreement or commence the assignment as specified herein, the Authority may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

S. Fraud and corrupt practices

- I. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- II. Without prejudice to the rights of the Authority and the rights and remedies which the Authority may have under the LOA or the Agreement, if the Bidder or Successful Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Successful Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Successful Bidder, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- III. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- IV. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- V. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- VI. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

T. Non-Discriminatory and Transparent Bidding Proceedings

RMC shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. RMC shall not provide to any Bidder information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition.

U. Miscellaneous

- a) The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Rourkela shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Selection Process.
- b) The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - ✓ suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - ✓ consult with any Bidder in order to receive clarification or further information;
 - ✓ retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
 - ✓ Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- d) Unless otherwise specified, the RFP Document shall mean the complete set of documents along with all Annexure and subsequent Addendum/Corrigendum, if any.
- e) Authority reserves the rights to accept/ reject any or all Bids without assigning any reason thereof.

- f) Further, the hard copy of the complete proposal must be submitted with all pages numbered serially, along with an index of submissions, Bid Processing Fee and Bid Security/EMD. The Bid Processing Fee & Bid Security/ EMD shall be submitted in the envelope containing the Technical Bid. The Bidders are required to submit all details only as enumerated in the tender. In the event of any of the instructions mentioned herein not being adhered to, the Authority shall have the right to reject the Bid at any stage.
- g) All documents and other information supplied by the Authority or submitted by the Bidder shall remain or become, as the case may be, the property of the Authority.
- h) The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
- i) The bidder is expected to estimate the Geo-Technical characteristics of the site and the local conditions and is free to carry out further investigations as may suit him for the purpose of understanding the Project and submitting Bid.
- j) The Selected Bidder would ensure compliance of all the applicable laws, rules, legislations and guidelines required to be met for the Project. Any default to the compliance requirements would be default on part of the Selected Bidder and could lead to termination of the agreement.
- k) The confirmation and cross checking of the details provided shall be sole responsibility of the Bidders and the Authority and/or any of its officers/representatives shall not be held responsible for the same in any manner whatsoever.

2. CONDITIONS OF CONTRACT

A. Scope of Project/ Objective of the Project:

- a. Supply & Installation of 04 Nos. of Portable Cabins for Container Library at Different Locations of Rourkela Municipal Corporation area as per the Specification.
- b. The Design & illustrative view is attached as Annexure-09.
- c. The assigned work must be completed within 3 Months from the date of commencement of agreement.
- d. Operation and maintenance of the Structures for 01 (One) year from the date of commissioning.

B. Specifications of the Portable Cabins for Container Library:

Sl. No	Details of Specification & Requirement	Unit	Quantity Required
MAIN PORTA CABIN			
1	Cargo Porta Cabin 40'X8'X8.6"	No.	1
2	Epoxy Primer Paint (2 Coated)	Sq.ft	2592
3	Epoxy Paint (1 Coated)	Sq.ft	2592
INTERNAL WALL AND CEILING AREA			
1	Wooden Plank (50/50 mm thickness) with wooden box (600/600 mm Area)	Sq.ft	720
2	Laying of Rockwool in Internal work	Sq.ft	720
3	Fiber Cement Board for internal Wall	Sq.ft	720
4	Putty Work for internal wall	Sq.ft	720
5	two Coated painting for Internal wall	Sq.ft	720
6	Horizontal wooden Strips for ceiling (10mm x10mm Solid,8 foot Long)	No.	20
7	Gypsum board over the MR sheet	Sq.ft	320
FLOOR AREA			
1	Floor Area for Cement Board	Sq.ft	320
2	Total Floor Area for Anti-Skid Tiles	Sq.ft	320
EXTERNAL FRONT AREA			
1	Thermopine for front Wall	Sq.ft	270
2	2 coat epoxy primer	Sq.ft	270
3	1 coat epoxy paint	Sq.ft	270
DECK AREA AND STEP AREA			
1	Mild steel work for Deck Area and Step Area	Sq.ft	157
2	WPC Board for total Deck and step Area	Sq.ft	93.3
ELECTRICAL WORK			
1	Table Lamp	No.	6
2	Surface Light	No.	20

3	Spot Light	No.	4
4	Exhaust Fan (150 mm x150 mm)	No.	1
5	Wiring work	Lot	1
6	Wall Fan	No.	6
MISCELLANIOUS			
1	UPVC DGU glass door (5'x 6'6")	No.	1
2	UPVC DGU Window (6'6"x 4')	No.	2
3	UPVC DGU Fixed Window (3'x 4')	No.	1
4	Round Chair (19' dia)	No.	15
5	Rectangular Table for Receptionist (508 mm x508mm)	No.	1
6	Round Table (2' dia)	No.	6
7	Book Self -1 (6'x1'x6')	No.	2
8	Book Self -2(4'x1'x6')	No.	1
9	Book self-3 (6'x1' x 3')	No.	1
10	Container Base support (M.S.)	No.	6
11	Solar Inverter 2 Kw Off grid 4 Hour Min Back Up (2 Nos 200 AH Battery)	Set	1

C. Special conditions of contract:

- The contractor has to abide by all fire and safety rules as per local laws. The Contractor shall strictly follow the existing work permits and fire permit systems.
- Contractor is to submit a time schedule before commencement of the job. The job is to be accomplished within 3 months from the date of contract agreement.
- The contractor shall provide adequate supervision for the work, which shall not be less than a qualified experienced engineer. They must be well conversant with the work and safety requirements.
- The contractor shall ensure presence of at least one site in charge/supervisor in the area all the time for better control.
- RMC will not make any extra payment for mobilization & demobilization of resources necessary for the job.
- Contractor is to bear the cost of to & fro travelling, local conveyance, lodging & boarding by their engineers, professionals and experts necessary for the job.

D. Other Conditions:

Arbitration: All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.

Transfer and Sub-letting: The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.

Patents and other Industrial Property Rights: The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The bidder shall indemnify the authority against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Bidder shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

Performance Guarantee: The bidder will be required to furnish a Performance Guarantee by way of Bank guarantee through a Nationalized/Scheduled Bank in India for a sum equal to 3% of the contract value within 7 days of receipt of LOA. Performance Bank Guarantee should be kept valid up to 90 days beyond the date of warranty.

Advance Payments/ Mobilization Cost: No advance payment(s) will be made.

E. Warranty: The following Warranty will form part of the contract placed on successful bidder.

- a) The bidder warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.
- b) The Bidder must commit for a period of 01 (one) year from the date of acceptance of stores by joint receipt inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.
- c) If within the period of warranty, the goods are reported by the authority to have failed to perform as per the specifications, the bidder shall either replace or rectify the same free of charge, within a maximum period of 30 days of notification of such defect received by the bidder, provided that the goods are used and maintained by the authority as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs or defect liability period shall be provided free of cost by the bidder. The bidder also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the authority and the bidder.

F. Scope not exhaustive

The Scope of Services specified in the Clause above are not exhaustive and the Successful Bidder shall undertake such other tasks as may be necessary to appraise the project feasibility technically and financially.

G. Bidders' Responsibilities

- a) Each Bidder is expected to examine carefully the contents of all the documents provided and consisting of this RFP Document. Failures to comply with the requirements of this RFP document will be at the Bidders' own risk.

b) It would be deemed that prior to the submission of the Proposal, the Bidder has:

- ✓ Made a complete and careful examination of requirements and other information set forth in this RFP document;
- ✓ Received all such relevant information as it has requested from Authority; and
- ✓ Made a complete and careful examination of the various aspects of the Project including but not limited to:
 - The Project site;
 - Existing facilities and structures;
 - The conditions of the access roads and utilities in the vicinity of the Site
 - Conditions affecting transportation, access, disposal, handling and storage of the materials;
 - Clearances obtained by Authority for implementation of the Project; and
 - All other matters that might affect the Bidder's performance under the terms of this Tender.

The Authority shall not be liable for any inadvertent mistake or error or neglect by the Bidder in respect of the above.

H. Bidding Process

For selecting the Preferred Bidder to undertake the above Project, RMC has adopted a Single Stage – Two Round System. The first round comprises of the evaluation of the Technical Bid and second round comprise of the evaluation of the Financial Bid. The Bidders would be required to furnish the information specified in the RFP document. Only those Bidders who will qualify the Technical Bid Round will be considered for the Second Round, i.e. the Financial Bid of only those bidders will be opened who have qualified in the Technical Bid Round.

All Bidders are required to submit duly filled RFP documents (Technical and Financial Bid) in accordance with the guidelines set forth in this RFP Document. In order to enable the Bidders to prepare Bid in a consistent manner and to minimize misunderstandings regarding how Bidders' Proposals will be interpreted by RMC, the format in which Bidders will specify the fundamental aspects of their Proposals has been broadly outlined in the document. The evaluation of Technical Bid (Envelope 1) shall be carried out in accordance with the terms and conditions provided in this RFP document.

The Evaluation of the Financial Bid (Envelope 2) would be carried out on the basis of the evaluation of the Technical Bid (Envelope 1) as per the criteria mentioned in the RFP document. The Financial Bid (Envelope 2) of only those Bidders would be opened who "Qualify" the technical criteria.

I. PREPARATION AND SUBMISSION OF PROPOSAL

Language: The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

Format and signing of Proposal: The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

The Bidder shall prepare one hard copy of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL".

The Proposal, and its copy, shall be typed or written in indelible ink, signed by the authorized signatory of the Bidder who shall initial each page, in blue ink and properly bounded. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

- ✓ by the proprietor, in case of a proprietary firm; or
- ✓ by a partner, in case of a partnership firm and/or a limited liability partnership; or
- ✓ by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;
- ✓ by the authorized representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified by a notary public in the form specified herein shall accompany the Proposal (if required).

Bidders should note the Proposal due date as specified above, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal due date. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

Preparation of Proposal

- a) The Bidder would provide all the information as per the Bidding document. RMC reserves the right to evaluate only those bids that are received in the required format complete in all respects and in line with the instructions contained herein.
- b) The currency for the purpose of the Bid shall be Indian Rupees.

- c) The Proposal should be submitted in 2 (Two) separate envelopes and put together in 1 (one) single outer envelope and each envelope should be addressed to the Commissioner, Rourkela Municipal Corporation, Udit Nagar, Rourkela, Dist.- Sundargarh (Odisha) – 769012 and should bear the name of the project. The contents of both the envelopes is explicitly mentioned below:

Envelope 1: Technical Bid shall consist of the following:

- a) Bid Processing Fee Demand Draft (Non-refundable)
- b) Earnest Money Deposit/ Security Deposit – Demand Draft (Refundable)
- c) Technical Bid Submission Forms
- d) Bidder Information Form
- e) Anti-collusion undertaking
- f) RFP document and its Annexure and Addenda/Corrigenda, each page duly stamped and signed by the authorized signatory.
- g) Certificate of incorporation
- h) Power of Attorney issued by the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the Bid, in the form attached hereto.
- i) Covering Letter as per prescribed Format

Envelope 2: Financial Bid shall consist of the following:

Envelope 2 should contain only the duly filled in Financial Bid of the Bidders as per the format specified herein **Annexure 08**. No condition, other than specified shall be attached with the financial bid. It will be opened in the presence of representative of Technically Qualified Bidders, who wish to be present.

Sealing and Marking of Proposal

The Bidder shall seal each of the envelopes duly marking each envelope as “TECHNICAL BID” AND “FINANCIAL BID” respectively.

The Bidder shall put the 2 (two) separate envelopes containing the Technical Bid and Financial Bid respectively in a single outer envelope and seal the outer envelope. The outer envelopes shall clearly mention the following identification.

“REQUEST FOR PROPOSAL FOR SUPPLY AND INSTALLATION OF PORTABLE CABINS FOR CONTAINER LIBRARY AT DIFFERENT LOCATIONS OF ROURKELA MUNICIPAL CORPORATION AREA”

Each of the envelopes shall indicate the complete name, address, telephone/ mobile number and E-mail of the Bidder.

Bid submitted by a Bidder, where such Bidder is a consortium should comply with the following additional requirements:

- ✓ Maximum number of members in a consortium would be limited to 3 (three);
- ✓ Wherever required, the bid should contain the information required for each member of the Consortium;
- ✓ The Bid should include a description of the roles and responsibilities of individual members of the Consortium;
- ✓ Members of the consortium shall nominate one member as the Lead Member in line with terms of the RFP document.

The Proposal shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all the members of the consortium.

J. Evaluation Process

The Financial Proposals received by the Authority will remain sealed and unopened in possession until the Technical Proposal has been evaluated for their responsiveness to RFP and result of Technical Evaluation is complete.

The Authority would open the Technical Proposal on the date mentioned against the Date for Submission of Proposals in the Schedule of Bidding Process or on the extended Date for Submission of Proposals. Financial Proposals shall not be opened at this stage.

The cost proposed by the bidder for the component will be considered to be final for all the ensuing calculations. If there is any cost over-run whatsoever, over and above the proposed cost of the bidder, then the bidder shall have to bear the same.

Proposals for which an acceptable notice of withdrawal has been submitted shall not be opened.

The following information will be announced at the Proposal Opening and recorded:

- ✓ Bidder's names,
- ✓ Names of Consortium Members

The Authority would subsequently examine responsiveness of Proposals in accordance with the criteria set out herein.

After the Proposal Opening, information relating to the examination, clarification and evaluation of Bids and recommendations concerning the Bid Award shall not be disclosed except as underlined in this RFP.

K. Proposal Evaluation

The Project will be awarded to the Bidder, who submits a responsive Bid, meets the minimum technical criteria for undertaking the Project and offers to enter into an Operation Agreement on the best financial terms.

The Technical Proposals will undergo evaluation as per the criteria and process specified in RFP. The bidders whose technical proposal meets the minimum criteria shall be considered for financial evaluation. The Authority reserve the right to reject the Proposals, which do not meet the technical parameters stipulated in the RFP. The financial evaluation will be carried out as per this clause.

For financial evaluation, the total cost indicated in the Financial Proposal, will be considered.

L. Final Evaluation

Proposals will finally be ranked according to their financial quotes. The proposal with lowest cost will be placed in the highest rank and will be selected as Lowest One (L1).

The Selected Applicant shall be the Applicant having the highest score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified herein, as the case may be.

M. Test of responsiveness

The Technical Bids submitted by Bidders/ Bidding Consortium shall be initially scrutinized to establish "Responsiveness". Any of the following conditions may cause the Bid to be considered "Nonresponsive", at the sole discretion of the Authority:

- i. Bid not meeting any of the conditions mentioned in RFP; or
- ii. Bid not accompanied by a valid EMD/ Security Deposit; or
- iii. Bid not accompanied by a Bid Processing Fees, which shall be non-refundable. This amount shall be payable by a crossed demand draft drawn in favor of Commissioner, Rourkela Municipal Corporation payable at Rourkela;
- iv. Bid not signed by authorized signatory in the manner and to the extent indicated in this RFP and non-submission of Power of Attorney; or
- v. Bid validity being less than that required in this RFP; or
- vi. Bid not containing all the Annexure given as part of the Technical bid; or
- vii. Bid being conditional
- viii. Any request for change in composition of a Consortium or change from Bidding Company to Bidding Consortium or Change in Ownership has not been permitted by the Authority
- ix. Bids having Conflict of Interest
- x. A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:
 - xi. Which affects in any substantial way the scope, quality, or performance of the Project, or
 - xii. Which limits in any substantial way, inconsistent with the RFP, rights of the Authority or the obligations of the Bidder?
 - xiii. Which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids?
- xiv. The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

ANNEXURE - 1

FORMAT FOR COVERING LETTER FOR PROPOSAL SUBMISSION

(On the Letterhead of the Bidder or Lead Member in case of a Consortium)

Date:

To

To,

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

Sub: "Request for Proposal (RFP) for Supply and Installation of 04 Nos. of Portable Cabins for Container Library at Different Locations of Rourkela Municipal Corporation area".

Dear Sir,

Being duly authorized to represent and act on behalf of Lead Member (in case of consortium)/Sole Applicant. I, the undersigned, having reviewed and fully understood all of the Proposal requirements and information provided hereby submit the Proposal for the Project referred above.

I am enclosing the Proposal (one original), with the details as per the requirements of this RFP, for your evaluation. The Proposal, including the Bid Security shall be valid for a period of Six (6) Months from the Proposal Due Date and the Bid Security shall be valid up to 45 days beyond the proposal validity period

Dated thisDay of2022

Name of the Lead Member/Person

Signature of the Authorized Person

.....

Name of the Authorized Person

.....

Designation of the Authorized Person

ANNEXURE - 2

TECHNICAL BID FORM

(TO BE SUBMITTED SEPARATELY IN ENVELOPE – 'A ')

1	Name of Bidder	
2	Name of the proprietor/Partner	
3	Address of the firm	
4	Telephone/ Fax No. Email ID	
5	Pan Number (attached photocopy)	
6	Photo copy of GST Registration Certificate (attached photocopy)	
7	Average Annual Turnover during the last preceding three Financial Years of Rs. 02 Crore in the form of IT return/ Audited Balance Sheet (Minimum average turnover should be Rs. 02 Crore) (attached photocopy)	
8	List of Similar Work Experience as per the Minimum Technical Eligibility (Copy to be attached)	
11	Details of Tender Paper cost of Rs.11,200/-	a) Name of Bank b) Bank Draft No. & Date c) Amount:
12	Details of EMD of Rs.2,00,000/-	a) Name of Bank b) Bank Draft No./ TDR No. & Date c) Amount:

Note: Submission of documentary proof for the entire above Qualifying Requirement is mandatory. In case of absence of documentary proof the bid is liable to be rejected. RMC may demand original documents for verification.

Date:
Place:

Authorized Signatory
Name _____
Designation _____

ANNEXURE – 3 (A)

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL (On Non – judicial stamp paper of Rs. 100/- duly attested by a Notary Public)

POWER OF ATTORNEY

Know all men by these presents, we (name and address of the registered office of the Sole Applicant/ Lead Member/ Member) do hereby constitute, appoint and authorize Mr. / Ms. _____ R/o (name and address of residence) who is presently employed with us and holding the position of

_____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the consortium consisting of, and (please state the name and address of the members of the consortium) for Supply and Installation of 04 Nos. of Portable Cabins for Container Library at Different Locations of Rourkela Municipal Corporation area (the "Project") including 01 (One) year of Defect liability period, including signing and submission of all documents and providing information / responses to Rourkela Municipal Corporation representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For (Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

- *To be executed by the Sole Applicant or all members including the Lead Member in case of a Consortium.*
- *The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).*

ANNEXURE – 3 (B)

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM (On Non – judicial stamp paper of Rs 100 duly attested by notary public)

POWER OF ATTORNEY

Whereas the Rourkela Municipal Corporation has invited proposals from the bidders following RFP for Supply and Installation of 04 Nos. of Portable Cabins for Container Library at Different Locations of Rourkela Municipal Corporation area (the "Project") including 01 (One) year of Defect liability period.

Whereas, M/s, M/s

M/s, M/s

(the respective names of the members along with address of their registered offices) have formed a Consortium and are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP), Agreement and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project or in the alternative to appoint one of them as the Lead Member who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s, M/s

and M/s (the respective names of the members along with address of their registered offices) do hereby designate M/s(name along with address of the registered office) being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deed or things necessary or incidental to the Consortium's bid for the Project, including submission of Proposal, participating in conference, responding to queries, submission of information / documents and generally to represent the Consortium in all its dealings with Rourkela Municipal Corporation, any other Government Agency or any person, in connection with Project until culmination of the process of bidding and thereafter till the Agreement is entered into with Rourkela Municipal Corporation.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney.

Dated this day of 2022. Executants(s)]

(To be executed by all the members in the Consortium and accepted by the Lead Member)

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Also wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in favour of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.*

ANNEXURE – 4

FORMATS FOR JOINT DEED AGREEMENTS

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

FORM OF JOINT DEED AGREEMENT BETWEEN

M/s....., M/s.....,AND M/s.....

FOR SUPPLY AND INSTALLATION OF PORTABLE CABINS FOR CONTAINER LIBRARY AT
DIFFERENT LOCATIONS OF ROURKELA MUNICIPAL CORPORATION AREA (THE
"PROJECT")

THIS Joint Deed Agreement executed on this day of2022 between M/s.
.....a company incorporated under the laws of
..... and having its Registered Office at
..... (hereinafter called the "Partner-I", which expression shall
include its successors, executors and permitted assigns) and M/s.
..... a Company incorporated under the laws of
..... and having its Registered Office at
.....(hereinafter called the "Partner-2", which expression
shall include its successors, executors and permitted assigns) and
M/s. a Company incorporated under the laws of
..... and having its Registered Office at
.....(hereinafter called the "Partner-3", which expression shall
include its successors, executors and permitted assigns), (The Bidder Consortium should list
the details of all the Consortium Members) for the purpose of making a Bid and entering into
an Agreement (in case of award) to be hereinafter referred to as the Operation Agreement,
against Bid Document No. (.....) for Supply and Installation of 04 Nos. of
Portable Cabins for Container Library at Different Locations of Rourkela Municipal Corporation
area (the "Project") including 01 (One) year of Defect liability period and having its Registered
Office at Uditnagar, Rourkela- 769012 (hereinafter called the "Authority").

WHEREAS, the Authority had invited Proposal vide its RFP dated

AND WHEREAS the RFP document stipulates that the Bidders qualifying on the strength of a
Bidding Consortium will have to submit a legally enforceable Joint Deed Agreement in a
format specified by the Authority wherein the Consortium Members have to commit equity
investment of a specific percentage in the envisaged Project.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the partners in this Consortium do
hereby mutually agree as follows:

1. In consideration of the Award of the Contract(s) by the RMC to the Consortium, we the
Members of the Consortium and partners to the Joint Deed Agreement do hereby
unequivocally agree that partner (1) (M/s
.....), shall act as the Lead Member as defined
in the RFP for self and agent for and on behalf of Partner- 2 and Partner-3 (the names of
the partners to be filled in here).
2. The Lead Member is hereby authorized by the Members of Consortium and Partners to
the Joint Deed Agreement to bind the Consortium and receive instructions for and on
their behalf. It is further understood that the entire execution of the Contract including
payment shall be done exclusively by the Lead Member.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall
always be liable for the equity investment obligations of all the Consortium Members, i.e.
for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective
commitment of each of the Members of the Consortium in discharging all their respective
equity obligations. Each Consortium Member further undertakes to be individually liable
for the performance of its part of the obligations without in any way limiting the scope of
collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in
the "issued equity share capital of the Project Company" (if such a company is to be
established) is/shall be in the following proportion: (if applicable).

Name	Percentage
Partner 1	_____
Partner 2	_____
Partner 3	_____
Total	100%

6. The Lead Member shall inter alia undertake full responsibility for liaising with Lenders and mobilizing debt resources for the Project, achieving financial closure on behalf of the Bidding Consortium.
7. In case of any breach of any of the equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
10. This Joint Deed Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Rourkela alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby agreed that in case of an award of Contract, the partners to this Joint Deed Agreement do hereby agree that they shall furnish the Performance Guarantee in favour of Rourkela Municipal Corporation (RMC), as stipulated in the bidding documents, jointly, on behalf of the Consortium Members, in favour of the RMC.
12. It is further expressly agreed that the Joint Deed Agreement shall be irrevocable and shall form an integral part of the Contract and shall remain valid till the term of the Contract unless expressly agreed to the contrary by the RMC.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in Bid to the RFP and for the purposes of the Project.
14. It is hereby expressly understood between the partners to this Agreement that neither partner may assign or delegate its rights, duties or obligations under the Contract except with prior written consent of RMC.

This Joint Deed Agreement

- A. has been duly executed and delivered on behalf of each Partner hereto and constitutes the legal, valid, binding and enforceable obligation of each such Partner,
- B. sets forth the entire understanding of the Partners hereto with respect to the subject matter hereof;
- C. may not be amended or modified except in writing signed by each of the Partners and with prior written consent of RMC.

IN WITNESS WHEREOF, the partners to the joint Deed Agreement have, through their authorized representatives, executed these present and affixed Common Seals of their respective companies on the Day, Month and Year first mentioned above.

For M/s
(Partner 1)

1. Common Seal of M/s
.....

(Signature of the authorized representative)

have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution

Name

dated

Signature.....

Designation

For M/s
(Partner 2)

2. Common Seal of M/s

.....

(Signature of the authorized representative)

have been affixed in my/ our presence pursuant to Board/Board of Directors
Resolution

Name

dated

Signature

Designation.....

For M/s
(Partner 3)

3. Common Seal of M/s

.....

(Signature of the authorized representative)

have been affixed in my/ our presence pursuant to Board/Board of
Directors Resolution

Name

dated

Signature

Designation.....

ANNEXURE – 5
Format of Disclosure
[On the letter head of bidding Company/Each Member in a Bidding Consortium] Disclosure

We hereby declare that the following companies with which we/have direct or indirect relationship are also separately participating in this Bid process as per following details:

Sl. No	Name of the Company	Relationship

In case there is no such company in the column “name of the company” write “Nil”.

Further we confirm that we don't have any Conflict of Interest with any other company participating in this bid process.

Signature of
Chief Executive Officer/ Managing Director

The above disclosure should be signed and certified as true by the Chief Executive Officer/ Managing Director being full time Director Bidding Company or Member, in case of a Consortium.

ANNEXURE – 6

Format for Affidavit for Non-criminality

(In case of Consortium to be given separately by each member)

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s nor any of its directors/constituent partners have abandoned any work on Municipal Waste Management in India or any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application.
3. The undersigned also hereby certifies that neither our firm M/s nor any of our consortium partner namely M/s & M/s have abandoned any contract/ work of RMC or Govt. of Odisha and or blacklisted by any State/ Central Govt. agencies in participating from any bidding/ tendering process.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by RMC to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the RMC.

Signed by an authorized Officer of the Company/firm

Title of Officer

Name of Company/Firm

Date

ANNEXURE – 7

FORMAT FOR ANTI-COLLUSION CERTIFICATE (On the letter head of the Lead Member / Sole Applicant) ANTI-COLLUSION CERTIFICATE

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Date thisDay of 2022.

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Note:

To be executed by lead member, in case of a Consortium

ANNEXURE – 08

Financial Bid format

FOR SUPPLY AND INSTALLATION OF PORTABLE CABINS FOR CONTAINER LIBRARY AT DIFFERENT LOCATIONS OF ROURKELA MUNICIPAL CORPORATION AREA

(On the letterhead of the Lead Member)

To,

**Commissioner
Rourkela Municipal Corporation
Udit Nagar, Rourkela-769012**

Sub: Financial Bid for Supply and Installation of 04 Nos. of Portable Cabins for Container Library at Different Locations of Rourkela Municipal Corporation area.

Sir,

In pursuant to above and considering the assumptions mentioned in the submitted Annexure in line with the RFP, we are proposing the following:

S I. N o	Component of Project	Unit	No. of Units Required	Quoted Amount per Unit in Figure (Rs in Lakhs) including of GST	Quoted Amount per Unit Words (Rs in Lakh) including of GST
1	Supply and Installation of 04 Nos. of Portable Cabins for Container Library at Different Locations of Rourkela Municipal Corporation area as per Scope of the Work and Other Terms & Conditions set-fourth in the RFP including 01 (One) year Defect Liability Period	Lumpsum	04		
Total					

Note: The cost quoted shall be inclusive of all the applicable taxes, manpower, transportation, Civil Works etc.

Date thisDay of 2022.

Name of the Bidder:

Signature of the Authorized Person:

Name of the Authorized Person:

Note:

To be executed by lead member, in case of a Consortium

ANNEXURE-9





