



OFFICE OF THE ROURKELA MUNICIPAL CORPORATION

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

Website: www.rmc.nic.in EmailId:rourkelamunicipality@gmail.com

No. 10929


Date: 06.09.2024

TENDER CALL NOTICE

Sealed tenders are invited from the reputed firms /Agencies for "Operation & Management of VSS Weekly Haat on outsources Basis".

Detail technical specifications, along with terms& conditions etc. may be seen from the Website of Rourkela Municipal Corporation i.e. www.rmc.nic.in. Date of issue of tender document 06.09.2024.

The last date for receipt of sealed tender is till 01.00 PM through Speed Post/ Regd. Post /Courier/ or by hand in the office address of the undersigned.


Commissioner

Rourkela Municipal Corporation

Date: 06.09.2024

Memo No. 10930

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: 06.09.2024

Memo No: 10931

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 Dailynewspaper (in all India Edition) on 08.09.2024 . The font size should be 8 Points and rate should be as per I&PR.


Commissioner

Rourkela Municipal Corporation



Tender Call Notice No. 10929

Date: 06.09.2024

Rourkela Municipal Corporation

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

Email ID: rourkelamunicipality@gmail.com

Website: www.rmc.nic.in

TENDER

STANDARD TERMS & CONDITIONS OF TENDER DOCUMENTS FOR
"Operation & Management of VSS Weekly Haat on outsource
Basis".

INVITATION FOR BID (IFB)

Rourkela Municipal Corporation, Rourkela invites sealed Bids for "Operation & Management of VSS Weekly Haat on outsources Basis".

Bidding Schedule:

Sl. No	Information	Details
01	Date of Publication of Tender	06.09.2024
02	Last Date & Time of Receipt of Filled Up Bid Document	17.09.2024, 01:00 PM
03	Date and Time of Opening of Technical Bid	17.09.2024, 04:30 PM
04	Date and Time of Opening of Financial Bid	No be intimated
05	Period of Contract	1 Year
06	Cost of Bid Document	2,360/-
07	Earnest Money Deposit (EMD) value	50,000/-
08	Performance Bank Guarantee/security deposit	3%.
09	Place of Opening of Bid	Office of Municipal Commissioner, Rourkela Municipal Corporation, Uditnagar, Rourkela-769012
10	Address at which proposal in response to tender notice is to be submitted	Commissioner Rourkela Municipal Corporation, Uditnagar, Rourkela-769012. Tel:0661-2500388 Email: rourkelamunicipality@gmail.com

1. Bidder may download the Bidding Document from the RMC website www.rmc.nic.in and submit its Bid by utilizing the downloaded document, along with the required non-refundable fee to words Tender paper cost of Rs. 2360/- (Including of GST) in shape of DD drawn in favour of "The Commissioner, Rourkela Municipal Corporation, Rourkela" in any scheduled bank payable at Rourkela. The bid documents in sealed cover may be sent through Speed Post/ Regd. Post /Courier/ or by hand in the office address of the undersigned within the scheduled date i.e. the undersigned shall not be responsible for loss & delay of bid documents. Any bid received after scheduled date and time is liable to be rejected.
2. In the event of any of the above-mentioned dates being declared as a holiday / closed day the Bids will be received/ opened on the next working day at the appointed time.

3. For Queries and Clarifications, send email to:
rourkelamunicipality@gmail.com only.
4. The Authority of RMC reserves the right, without any obligation or liability, to accept or reject any or all proposals at any stage of the process or to cancel or modify the process without assigning any reason whatsoever. Any changes in the tender document, addendum and corrigendum or schedule of the tender shall be reflected in the website of RMC (www.rmc.nic.in). 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.



Commissioner
Rourkela Municipal Corporation

TERMS & CONDITION

Tender for "Operation & Management of VSS Weekly Haat on outsource Basis".

Commissioner, Rourkela Municipal Corporation invites tender for "**Operation & Management of VSS Weekly Haat on outsource Basis**" as set forth in the "Schedule of Requirements".

The Tender Enquiry shall be submitted in **two separately sealed envelopes (A-Technical and B- Financial Bid)** with a covered envelop super scribed on the top left corner of the envelopes as "**Operation & Management of VSS Weekly Haat on outsource Basis**" and addressed to the Commissioner, Rourkela Municipal Corporation, Uditnagar, Rourkela, Dist.-Sundargarh (Odisha), PIN-769012.

1. The bidder has to submit Earnest Money Deposit (EMD) amounting to Rs. 50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft in favor of Commissioner, Rourkela Municipal Corporation, Rourkela. The EMD received from the tenderers will be returned without interest immediately after the process of award of contract is over. The bids received without EMD shall not be considered for technical evaluation.
2. **Performance Security- Successful bidder shall be required to submit** Performance Security Deposit of @ 3% of the annual price bid value in the form of bank guarantee from any nationalized bank in favour of Rourkela Municipal Corporation which shall remain valid for the entire duration of the contract.
3. **The Financial Bid** Form shall be submitted in **Envelope-'B'**
4. Both the Envelopes should be clearly marked as **Envelope A & Envelope B** With the words "**Operation & Management of VSS Weekly Haat on outsource Basis**" super scribed on the top left corner of the envelopes which should also show the name and address of the bidder.

Scope of Work of the Assignment for "Operation & Management of VSS Weekly Haat 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 VSS Haat (market) is not an organized market where proper market regulation will be applied. So proper guidelines should be followed up while managing the market.
2. The Haat is open for general public twice a week; Wednesday & Sunday on these days the agency has to relocate specialized personnel to look after areas of operation, cleanliness, safety measures, Traffic management, allotment of pindis, revenue collection etc. in a professional manner.
3. There are 446 Nos. of Pindis in that location. The revenue will be collected Pindis wise by the agency.
4. Proper care should be taken regarding traffic control including vehicles parking should be in parking area, non-obstruction of roads, and movement of vehicles inside the Market & departure of vehicles after unloading. No vehicle will be allowed in main Road/ Ring road area.
5. Proper dispose of vegetables wastages with the area provided by the Rourkela Municipal Corporation so that the sanitation Vehicle will collect the wastages for safe removal.
6. Proper arrangement will be made by the agency for the collection of solid wastages, street lighting, site security, surface water drainage & environmental health issue with proper discussion with the RMC official.
7. Trades to sell specified produce and maintain stall and not encroach or obstruct public rights of way.
8. Traders to keep stall clean, Waste to be deposited in the bins provided and general cleaning to be undertaken at the end of the working days.
9. A public signboard giving a summary of the main rules, principally those relating to hours of operation, traffic control, users behavior should be put up at the entrance and in conspicuous place with in the market.
10. Daily ticket fees should be set on the basis of space occupied or quality of produce brought in for sale.
11. Proper dispute resolution process is to be applied.
12. Users are not allowed to do any structural renovation or modification for the stall provided without prior permission.
13. Proper records should be maintained regarding revenue collection for verification by the competent authority.
14. There should not be any litigation or influential discharge of duties by the outsourcing agency while allocation of pindis to the user.
15. Separate stall is to be provided for Agricultural produce & non-vegetarian items.
16. **The off-set price for the VSS haat is Rs. 4,00,000/ (Four Lakh Only)- annually as fixed by the RMC Authority.**
17. If the Firm/ Contractor not performing his duties properly as per the agreed terms and conditions of the contract. In such a case, notice will be issued to the Firm/ Agency for reply within 3 days.

A. Statutory Obligations

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

B. Contract Validity

1. The contract is valid for a period of one-year i.e. from unless extended otherwise.
2. This contract can be terminated under following circumstances:
 - a) By giving one month's notice by RMC, anytime without assigning a reason, if in the opinion of the authorities such termination is in the interest of RMC. This termination will not be challenged by the Contractor.
 - b) The Firm/ Contractor not performing his duties properly as per the agreed terms and conditions of the contract. RMC shall decide whether the performance of the contractor meets specification or is deficient and to what degree. In such a case the notice period shall be one week without any compensation.
 - c) For committing breach of the terms & conditions of the contract or assigning the contract of any part thereof by the Agency to any third party or subletting whole or part of the contract of the premises to any third party. The notice period shall be one week without any compensation.

- d) The Firm/ Contractor being declared as insolvent by the Court of Law. The notice period shall be one week without any compensation.
- e) For indulging in any grossly unsafe practice, stealing or 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

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

document as a token of authenticity of the same.

8. Tender (s) received after due date & time shall not be accepted and Rourkela Municipal Corporation shall not be responsible for delay in postal delivery or any other reasons.

9. Language of Bid: The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the RMC, shall be in English including Previous work orders, Contract agreement copy, Assignment completion certificate etc.

10. Conditional tenders will not be accepted.

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

Date:
Place:

Authorized Signatory
Name _____
Designation _____

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

Submission of Technical Bid & Documents to Accompany the Bid:

The intending Bidders are required to submit the technical Bid in the prescribed format as in tender specification and also submit copy of the following documents, along with the Technical Bid, **failing which their bids shall be 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 or Bank Guarantee in the name of Commissioner, Rourkela Municipal Corporation.
- III. Attested copy of registration certificate of Agency/Firm/Company.
- IV. Bank Account of the agency for last 3 years.
- V. Attested copy of PAN registration number.
- VI. Attested copy of latest IT return by the agency.
- VII. Attested copy GST registration Certificate
- VIII. Attested copy of EPF registration letter/Certificate.
- IX. Attested copy of ESI registration letter/Certificate.
- X. Certified documents in support of financial turnover of the agency.
- XI. Copy of tender document with each page duly signed by the authorized signatory of the bidder/agency in token of their acceptance.

Conditional Offer:

Conditional offer shall not be accepted.

Opening of Bids.

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

Management's Right to Reject Bids:

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

TECHNICAL BID FORM

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

TECHNICAL BID

TENDER SPECIFICATION NO.

1. Name of the Bidder _____ :
2. Details of Earnest Money Deposit : DD No. _____ Date _____
- Of Rs. _____ drawn on
- Bank _____

3. Full Address of Registered _____ : Office of the Bidder

Telephone No.: _____

FAX No.: _____
E-Mail Address: _____

4. Full address of
Operating

/Branch Office of the Bidder: _____

Telephone No.: _____

FAX No.: _____
E-Mail Address: _____

5. PAN No.: _____

(Enclose attested copy)

6. GST Registration No.: _____ (Enclose attested copy)
7. Tender paper cost in the name of Commissioner, Rourkela Municipal Corporation from any nationalized bank (Draft Copy to be attached).
8. Average annual turnover of last 3 financial years of Rs. 30,00,000/- In last 3 financial years i.e. FY 2021-22, 2022-23 & 2023-24. (Copy of audited report from authorized CA to be attached).
9. The agency should have local office based at Rourkela. (certified copy of the same)
10. Additional information, if any:
(Attach separate sheet if space provided is insufficient)

Financial Bid:

1. The bidder should quote only one rate for the bid otherwise the proposal will not be considered.
2. Prices will be quoted in Indian rupees in **Annexure-II**
3. Bidders are requested to quote their price per annum above the reserve price payable to the Rourkela Municipal Corporation.
4. The administration will not bear the burden of any other charges related to the Scope of work.
5. **The Base price for VSS Haat (market) is Rs. 4,00,000/- (Rupees Four Lakhs only) per annum .Bidder has to quote accordingly. The Highest quoted price will be the H1 bidder.**

FINANCIAL BID FORM

"Supply of manpower for Operation & Management of VSS Weekly Haat on outsources Basis".

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

Part-B

SL	Agency Name	Quoted Price Per annum in Rs.
	Reserve Bid Price Rs. 4,00,000/- (Rupees Four Lakhs Per Annum only)	
In words		

Note: The bid amount quoted above is excluding GST.The GST will be charged extra as per rule.

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

Annexure-III

UNDERTAKING BY THE AGENCY

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

Date:
Place:

Signature of the Bidder
Name _____
Designation _____

DECLARATION

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

Date:
Place:

Signature of the Bidder
Name _____
Designation _____