

# **CUTTACK MUNICIPAL CORPORATION**

## **CUTTACK GOVERNMENT OF ODISHA**



**RFP NO: - 7630**

**Date: 01.08.2023**

## **REQUEST FOR PROPOSAL**

**Empanelment of Agency for Operation & Maintenance of Parks at  
different locations under Cuttack Municipal Corporation.**

### **TENDER SCHEDULE**

|                                                  |          |                                   |
|--------------------------------------------------|----------|-----------------------------------|
| <b>Availability of Tender documents</b>          | <b>:</b> | <b>02.08.2023 at 11:00 A.M.</b>   |
| <b>Last date for submission of Sealed Tender</b> | <b>:</b> | <b>17.08.2023 up to 5:00 P.M.</b> |
| <b>Opening of Technical Bid</b>                  | <b>:</b> | <b>18.08.2023 at 11:00 A.M.</b>   |
| <b>Opening of Financial bid</b>                  | <b>:</b> | <b>18.08.2023</b>                 |

**Issued by:**  
**Commissioner**  
**Cuttack Municipal Corporation**  
**Cuttack**



## **Cuttack Municipal Corporation, Cuttack**

RFP No. 7630 /(CMC)

Dated: 01.08.2023

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |    |                                                                                                                                                                                                                                                      |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.  | The Commissioner, Cuttack Municipal Corporation (CMC), Cuttack, Government of Odisha invites technical and financial proposals from reputed implementing Agency/ Firms of National and International repute for <b>“Empanelment of Agency for Operation &amp; Maintenance of Parks at different locations under Cuttack Municipal Corporation.”</b> as detailed in the scope of work in this DTCN. The interested and eligible Agency/Firms with valid Registration Certificate as a Company, as detailed in DTCN, may apply for the same in OFF-LINE mode. (For details visit <a href="http://www.cmccuttack.odisha.gov.in">www.cmccuttack.odisha.gov.in</a> ). |    |                                                                                                                                                                                                                                                      |
| 2.  | Nature of Works                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | :- | <b>Empanelment of Agency for Operation &amp; Maintenance of Parks at different locations of Cuttack Municipal Corporation.</b>                                                                                                                       |
| 3.  | Tender (Bid) Cost                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | :- | <b>Rs.11,800/- (Bid cost-10,000/-+ GST 18% i.e., 1800/-)</b>                                                                                                                                                                                         |
| 4.  | EMD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | :- | <b>Rs.1,00,000/-</b>                                                                                                                                                                                                                                 |
| 4.  | Availability of bid document in the website                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | :- | <b>From 11.00 A.M. of 02.08.2023 to 17.08.2023 up to 5:00 P.M.</b>                                                                                                                                                                                   |
| 5.  | Last date of receipt of Bid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | :- | <b>17.08.2023 up to 5:00 P.M.</b>                                                                                                                                                                                                                    |
| 6.  | Mode of Receipt of Bids                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | :- | <b>Through Speed Post/ Registered Post/Courier/ By Hand.</b>                                                                                                                                                                                         |
| 7.  | Pre- Bid Meeting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | :- | <b>08.08.2023</b>                                                                                                                                                                                                                                    |
| 8.  | Date of opening of Technical Bid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | :- | <b>Date: 18.08.2023 at 11:00 A.M.</b>                                                                                                                                                                                                                |
| 9.  | Date of opening Commercial Bid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | :- | <b>Date: 18.08.2023.</b>                                                                                                                                                                                                                             |
| 10. | Address for Business query and correspondence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | :- | <b>Cuttack Municipal Corporation,<br/>Biju Bhawan, Choudhary Bazaar,<br/>Cuttack-753001<br/>Website-<a href="http://www.cmccuttack.odisha.gov.in">www.cmccuttack.odisha.gov.in</a><br/>E-mail Id- <a href="mailto:mccmc@nic.in">mccmc@nic.in</a></b> |
| 11. | The bidders have to participate in OFF-LINE bidding only. Further details can be seen from the Cuttack Municipal Corporation website ( <a href="http://www.cmccuttack.odisha.gov.in">www.cmccuttack.odisha.gov.in</a> ). Any addendum /corrigendum / cancellation of tender can also be seen in the said websites. If any query, then contact E-mail ID - <a href="mailto:mccmc@nic.in">mccmc@nic.in</a> .                                                                                                                                                                                                                                                       |    |                                                                                                                                                                                                                                                      |

  
 Commissioner  
 Cuttack Municipal Corporation  
 Cuttack

## **DISCLAIMER**

- 1) All information's contained in this RFP subsequently provided are in good faith. This RFP is not an agreement or an offer by CMC to the prospective applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation and submission of their applications pursuant to this RFP.
- 2) CMC accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this RFP.
- 3) CMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP, without assigning any reason or providing any notice and without accepting any liability for the same.
- 4) The issue of this RFP does not imply that CMC is bound to select an applicant or to appoint the selected applicant as the case may be. CMC reserves the right to cancel this request for RFP and/ or invite afresh with or without amendments to this request for RFP, without liability or any obligation for such request for RFP and without assigning any reason. Information provided at this stage is merely indicative.

## **Introduction:**

Cuttack Municipal Corporation (CMC) is one of the largest Urban Local Body of the State, several Infrastructure works such as construction of drains, buildings, roads, parks, civic amenities, playgrounds etc. are being undertaken by CMC besides rejuvenation water bodies and development of water ponds. Apart from the above mentioned work, one of the major tasks being undertaken by CMC is to develop parks with active participation of the local inhabitants. Under this endeavour, CMC intends to utilise services of agency to operation and maintenance of different parks at different locations of Cuttack Municipal Corporation.

## **Broad Scope of work**

- I. Garden and lawn maintenance including soft and hard landscaping.
- II. Maintenance and upkeeping of lawn area, plants, trees, creepers, hedges, palms, by regularly doing the following works.
- III. Watering, clearing and mowing the pre and post video graph/Photograph of the work is to be kept for reference.
- IV. Top dressing of entire lawn with proportionate quantity of garden soil, manures, fertilizer pesticides etc. twice a year to make the lawn healthy, glossy green and dressing free trimming considering shape of all hedges. Term lies and pesticides. Regular clearing of lawn area including cutting of grass/plants to uniform size and shape maintenance of complaint register proving flower arrangement on special occasion/festivals.

## **Garbage Collection and Disposal**

Empty all garbage containers including clearing of the surrounding area collection the garbage from the garbage box, clearing from the premises to dumping site etc.

## **Civil Work**

Maintenance of all civil structures including statues, benches, Fountains, S. S railing, G.I. Grills gates etc.

## **Maintenance of Electrical Installation work and Light fixtures/lamp**

The agency shall maintenance all electrical wiring network including maintenance/ repair of all lamps/fixtures/ panel box / Pumps/ earthing etc. regularly, Wastage of electricity should be avoided by switching off the points when not required.

## **Maintenance Of Toilets/ P.H. Fixtures**

All the toilet should regularly be cleaned using toilet cleaners. All P.H. and sanitary fitting should be maintained properly and repaired when required to avoid public inconvenience.

## **Maintenance of Pathway/Paver Track**

The Pathway/Paver track should be cleaned in regular intervals including charge/replacement of paver blocks if required.

## **Maintenance of Lawn/Plants/Trees/Landscaping Area**

Lawn should be maintained properly by cutting and trepanning grass/ plant trees using cutting machines by experts. Watering to landscaping area/tree and plant should be done twice daily on regular basis.

## **Painting of Grills/ Name Plates/ Signage/ Painting on Boundary Wall**

Such Fixture should be painted at least once in a year with approved colour and paints.

## **Drinking Water Facility**

The area earmarked for drinking water facility shall be very clean and dry, quality of drinking water should be maintained as per norms.

## **Other Scope of Work to be done**

- The park should be opened/closed strictly as per time schedule fixed.
- A display board indicating the time of opening and closing of the park should be fixed at the entry side for awareness of visitors.
- The Park should remain closed for visitors during the period of maintenance/ repair and while hosting events.
- Events such as small parties, Kids/ Children Function/ Birthday parties of kid not more than 5(five) years/yoga/Cultural functions relating to kids/ Children etc. are allowed inside the park subject to maximum gathering of fifty persons.

## **Period of Contract**

The contract shall be valid for a period of 2 years commencing of the date of award of contract. However, CMC reserve the right to review and extend the contract period if found satisfactory based on the performance as per terms and condition of agreement increasing minimum 10 % extra over contract value. If the

## **Safety Code & Rule**

First aid facility shall be maintained in readily available space near the site office including storage of cotton, medicines, equipment etc.

In case of hoisting events and use of loud speakers, the noise level should be within the required decibel unit and it should not increase further. Necessary prior permission to be taken from competent Authority.

No hazardous, inflammable material should be allowed inside the park, no illegal activities such as drinking of wine, intoxication etc are not allowed inside the park. The selected agency has to bear all cost supposed to be spent for stationary and other miscellaneous expenditures.

Minimum following staff to be deployed at site for maintenance of each Park

- I. Supervisor-01 nos
- II. Security-02 nos
- III. Labour for clearing (monthly basis)- 2 nos
- IV. Gardener-01 nos
- V. Electrician-01 nos(as and when required)
- VI. Plumber-01 nos(as and when required)

**Payment Terms for Agency: -**

- i. The payment shall be made on submission of the Invoices/bills after the satisfactorily completion of the work assigned along with recommendation of Evaluation & Monitoring Committee at the approved rates.
- ii. Payment will be made within a period of 15 days after submission of the Invoice/bill and all necessary documents in triplicate.
- iii. O & M cost of the Agency should be based on the approved budget of the CMC & as per actual expenditure incurred during the month.
- iv. Monthly bill will be submitted by the selected agency in first week of following month.
- v. Income Tax will be deducted at source under Section 194-C of Income Tax Act from the Bidder at the prevailing rates of such sum as income tax on the income comprised therein.

**Technical Proposal Submission:**

The interested applicants shall submit the RFP by way of Hand delivery/speed post/ Registered post/ Courier on or before the last date and time of submission of proposal mentioned above. The proposal shall not be sent through email/ fax/ any other mode than mentioned above. CMC shall not be responsible for delay in receipt of the proposal sent by post or courier. The Technical proposal shall be sealed in an outer cover clearly superscribed the subject matter as below:

“RFP for Empanelment of Agency for Operation & Management of Parks at different location under Cuttack Municipal Corporation”

The proposal shall be addressed as below:

To,

**The Commissioner  
Cuttack Municipal Corporation,  
Choudhary Bazaar,  
Nandi Sahi, Cuttack-753012**

The name and address of the applicant shall clearly be mentioned in the Envelope. CMC shall not be responsible for any misplacement of Envelope for not being marked in proper manner. Further, the Technical Proposal shall be submitted exactly in the manner prescribed above and any complacency of the applicant leading to pre-mature opening of Technical proposal shall lead to rejection of application. Delay in Postal services shall not be the responsibility of CMC and no relaxation shall be provided to the applicant for such delay.

**Evaluation & Selection:**

One Committee for evaluation of Bid and selection of agency shall be formed to evaluate the proposals. Initial Bid scrutiny will be made and incomplete details as given below will be treated as non-responsive if Proposals.

- i. Are not submitted in as specified in the RFP document
- ii. Received without EMD and bid cost.
- iii. Received without the Letter of Authorization (Power of Attorney)
- iv. Submitted without the documents requested in the checklist

All responsive Bids will be considered for further processing as below:

CMC will prepare a list of responsive Applicants, who comply with all the Terms and Conditions of the Tender. The decision of the Committee will be final & binding in this regard. Proposal shall be opened in the presence of Applicants' authorized representatives who intend to attend at their cost.

The Applicants' authorized representatives who are present shall sign a register giving evidence of their attendance.

Proposal document shall be evaluated as per the following steps.

- a) **Preliminary examination of pre-qualification/ eligibility criteria documents:** The prequalification document will be examined to determine whether the Applicant meets the eligibility criteria, whether the Proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this EOI document will be rejected and will not be considered further.

b) **Evaluation of document:** Bids received would be assigned scores based on the parameters defined in the table below. All supporting documents submitted in support of Eligibility and Technical Evaluation matrix should comply with the following

| <b>Criteria</b>                                                                                                                                                                                                                                                                                                                           | <b>Max. Marks</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <p>The Applicant should have a turnover of Rs. 50 Lakhs for the last 3 FYs.</p> <p>i) 70 lakhs to 1 crore- 5 marks</p> <p>ii) More than 1 crore- 10 marks</p>                                                                                                                                                                             | 10                |
| <p>Applicant's Experience in operation and management of parks.</p> <p><b>Minimum three contracts</b> of maintenance of parks in the last three years by any Government/Semi Government/Central Government departments/PSU</p> <p>(Minimum eligibility)</p> <p>a. 3 – 5 contracts: 10 marks</p> <p>b. More than 5 contracts- 20 marks</p> | 20                |
| Approach, Methodology and Work Plan                                                                                                                                                                                                                                                                                                       | 20                |
| <i>Understanding of the assignment and work program to be exhibited.</i>                                                                                                                                                                                                                                                                  | <i>10</i>         |
| <i>Approach and Methodology</i>                                                                                                                                                                                                                                                                                                           | <i>10</i>         |

**An applicant shall score a minimum 25 marks out of total 50 marks in order to be qualified for the work.**

### **GENERAL AND TECHNICAL INFORMATION FOR SUBMISSION OF PROPOSAL**

Cuttack Municipal Corporation, Cuttack invites the Request for Proposal (RFP) for **Empanelment of Agency for Operation & Maintenance of Parks at different locations of Cuttack Municipal Corporation**, as reflected hereunder, in conformity with the Detailed Tender Request for Proposal (RFP).

The bid documents comprising of minimum eligibility criteria, instruction to bidders, scope of the work etc. can be seen / downloaded from the CMC website, during the period as stipulated under critical date.

1. Mode of Submission: Bid documents should be submitted in OFF LINE mode only
2. Subsequent corrigendum, if required, shall appear in the website.
3. Authority reserves the right to cancel the entire bid process or part of it, at any stage without assigning any reason thereof.
4. Please note that no liability will be accepted for difficulties in, and/or incomplete download of the Tender document.

#### **5. Critical Dates:**

| <b>Sl. No.</b> | <b>Description</b>                                        | <b>Critical Dates</b>                                                                             |
|----------------|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| (i)            | Period of availability of bid documents :                 | From 11.00 Hrs. of 02.08.2023 to 17.00 Hrs. of 17.08.2023.                                        |
| (ii)           | Last date and time for submission of Pre-Proposal Query : | 17.00 Hrs. of 07.08.2023                                                                          |
| (iii)          | Pre-Proposal Meeting                                      | 11.00 Hrs. of 08.08.2023 at Commissioner's conference hall, Biju Bhawan, Choudhury Bazar, Cuttack |
| (iv)           | Issue of Pre-Proposal Clarification                       | 11.00 Hrs. of 09.08.2023                                                                          |
| (v)            | Last date & time of submission of Proposal of-line :      | 17.00 Hrs. of 17.08.2023                                                                          |
| (vi)           | Date & time of opening of Technical Bid :                 | 11.00 Hrs. of 18.08.2023.                                                                         |
| (vii)          | Opening of Financial Bid :                                | 18.08.2023.                                                                                       |

1. **Eligibility Criteria (Technical and Financial) for the Bidders Intending to Participate in this RFP**

- i. Each intending bidder should be a registered Firm or Agency/Govt./Semi Govt./Society/Trust/Public Ltd./Private Ltd./Sole Proprietary/ Partnership firm or Enterprise having authority to participate in this RFP. No Consortium or Joint Venture (JV) shall be allowed or accepted in this RFP.
- ii. Average Annual turnover during last 3 financial years (i.e., FY 2019-20, 2020-21 & 2021-22) should be at least Rs.50.00 lakhs. Copies of Audited balance sheets and statement(s) along with Turnover Certificate from the Chartered Accountant for the aforesaid periods should be submitted duly signed by the bidder and the Chartered Accountant concerned, as applicable.
- iii. Bidder must have similar experience in at least **three contracts** of minimum Maintenance works in the last three years prior to bid submission due date to any Government/Semi Government/Central Government departments/PSU. Bidder shall submit relevant documents along with the Technical Bid.

**Note:** Recommendation letter from the clients to be submitted along with the proposal at the time of uploading the tender. Recommendation letter from the clients must clearly mention that the equipment supplied by the bidders are working satisfactory. The client certificate must mention the service level of the bidder. ***(Copy of Supply Order/Work Order cannot be considered as recommendation letters.)***

- iv. The bidder must not have been blacklisted by any Government agency/instrumentality in any time during the last 3 years from the date of issue of this RFP document. An undertaking shall be submitted by the bidder to such effect.
- v. Each Proposal (as per RFP Part-I) must be accompanied with legible self-signed copies of:
  - i) Valid Agency Registration Certificate, GST Registration Certificate, PAN Card along with Annexure-IV.
  - ii) Documents in support of the eligibility criteria defined at Sl. 5 above
  - iii) Each Proposal should accompany with original Earnest Money Deposit (EMD) and Cost of RFP Documents.
  - iv) The EMD & Tender paper cost should be deposited through online mode only.
  - v) Turnover Certificate issued by Chartered Accountant along with the copy of audited three years financial statements.
  - vi) Copy of Recommendation letter from the client/s for the past experience along with Annexure-V.
  - vii) No bidder should submit more than one Proposal (comprising Part-I and II) for the work failing which, the Proposals of the bidder shall be rejected.
  - viii) Each page of the technical proposal along with a copy of the RFP document with corrigendum/addendum/pre-bid replies, if any must be initialed by the bidder.
  - ix) If the Technical Proposal (Part-I) containing the documents as mentioned above except the Financial Proposal could not be opened on the date mentioned at Sl.4 above, for any reason beyond the control of CMC, then the same shall be opened on any other working/functioning day as intimated by CMC.
  - x) The Financial Proposals of the bidders shall be opened who found qualified/selected after evaluation of the Technical Proposals (Part-I).

- xi) Each Proposal received, if otherwise not rejected, shall remain valid for a period of 180 days from the date of submission of proposal. Subsequent extension of validity of the Proposal(s), if required, of any bidder(s) shall be subject to mutual consent of the respective bidder(s) and CMC.
- 2) The intending bidders are urged to acquaint themselves with the site conditions in Cuttack City wherein, the corresponding work is to be delivered before submitting their Proposal(s).
- 3) Each bidder shall be deemed to have satisfied itself before bidding as to the correctness and sufficiency of his/her/their Proposal and of the rates and prices quoted in the Financial Proposal, which rates and prices shall, except as otherwise provided, cover all the obligations under this RFP and all matters and things necessary for proper completion of the work. The proposed amount to be accepted by CMC with or without negotiation, as the case may be, shall remain firm till completion of the work. The Proposal(s) containing extraneous condition(s) are liable for rejection.
- 4) Bidders are required to submit self-attested copy of valid GST Registration Certificate along with their Proposal. Compliant to the Guidelines/Rules to be associated with GST, if applicable, the selected bidder will have to produce, subsequently, such other document(s) and within such time, as decided and instructed by CMC.
- 5) No claim shall be entertained towards any expenses made by any bidder for submission of the proposal in case of cancellation/ rejection/ acceptance/ withdrawal of the Proposal.
- 6) Proposal(s) received in incomplete shape or found incomplete during evaluation of the same, is/are liable for rejection. However, during evaluation, if felt necessary by CMC that, further clarification(s) is/are required on any document(s) submitted by any bidder(s), then CMC may, at its sole discretion, resort to any procedure(s) deemed fit and by assigning reasonable time(s), as CMC may decide just & proper for obtaining the documents and for completion of the procedure(s). CMC may also ask for any other document(s) of historical nature during evaluation of his/her/their bid(s). Provided in all such cases, furnishing of any document in no way shall alter the bidder's Technical and Financial Proposal. The corresponding bidder(s) should respond for this purpose in not more than time assigned (through letter/phone/e-mail/physically). Non-submission or delayed submission of the document(s) required/requested for or submission of non-convincing document(s), may render the Proposal(s) incomplete/non-responsive and hence, such Proposal(s) shall be rejected by CMC. The result(s) of this /these time bound pursuit(s) shall have bearing(s) upon further evaluation/finalisation of the corresponding Proposal(s) of the bidder(s).
- 7) For examination, evaluation, and comparison of rates, CMC may, at its discretion, ask the lowest eligible bidder for clarification on his rate(s) including reduction of rate(s) through negotiation or, breakdown of unit rate(s), if applicable. However, in case single eligible/responsive bidder, the decision on acceptance/cancellation of the tender shall be taken by CMC.

- 8) After acceptance of the Proposal of the L1 bidder (i.e., the Bidder quoting lowest rate) by CMC's Contracts Standing Committee or any other competent authority, the bidder shall be asked through a letter of award (LOA)/Letter of Intent (LOI) to deposit the Performance Security and execute the agreement for the work.
- 9) The Performance Security shall constitute 5% of the accepted Proposal Value in form of Term Deposit Receipt of any Nationalised/ Scheduled Bank(s)/ Post Office or in the shape of National Saving Certificates NSC)/Kisan Vikas Patra (KVP) instrument(s) of Govt. of India (GoI) payable at "Cuttack" pledged in favour of Commissioner, Cuttack Municipal Corporation. If the L1 bidder does not deposit the Performance Security and/or does not turn up for agreement after issue of LOA/LOI within the prescribed/allowed time, then EMD shall be forfeited and that bidder shall be rejected and debarred from participation in bidding at least for next three years in CMC and action will be taken to blacklist the bidder. In that case, the L2 bidder, if fulfilling other required criteria, would be called to deposit the Performance Security and execution of agreement within a reasonably allowed time for execution of the work subject to the condition that the L2 bidder negotiates his rate and terms and conditions at par with the rate quoted by the L1 bidder, this process will carry till L3 bidder else the tender will be cancelled.
- 10) Before execution of agreement, the selected bidder shall have to submit a schedule of deployment of the equipment for the Wealth Centre. The same shall be examined and finalised by CMC with or without modification. Then it will be binding upon the selected bidder to follow and perform.
- 11) Unusual or unilateral interpretation (if any), of any part or whole of this RFP by any bidder and subsequently by the selected bidder, of any information/condition/provision to be laid down in the agreement (to be executed between the selected bidder and CMC), shall be outrightly rejected. Insisting on the interpretation(s) by any bidder and seeking/claiming clarification(s)/correspondence(s) on the same from CMC, shall be treated as violation(s) of the terms and conditions of this RFP/agreement and hence, action as deemed fit by CMC, shall be taken against such bidder(s). Under such circumstance(s), CMC shall not only have the liberty of non-response but also, shall resort to any procedure deemed fit for execution/ completion of the work. Against these prerogatives of CMC, no claim in any manner by any bidder shall be entertained/ accepted by CMC.
- 12) In case of any inconsistency or contradict among different clauses/conditions/ instructions/ information furnished in this RFP, then necessary clarification can be sought through pre bid query by the bidders before submission of their Proposals. Regarding the Agreement to be executed by CMC with the selected bidder, this RFP shall form part of the Agreement. In case of any dispute between the respective bidder(s) and CMC regarding the RFP and/or draft Agreement, decision of CMC shall be final & binding without prejudice to the remedies available to the respective bidder(s) under law of the Nation (India). Intending bidders are requested to understand this condition thoroughly and submit their Proposals accordingly. For legal disputes, if any, the place of occurrence of dispute shall be treated as the present jurisdiction of CMC.

- 13) The authority reserves the right to reject any or all the Proposals without assigning any reason thereof subject to the limitations prescribed by Central Vigilance Commission and State Regulatory Authorities concerned.

## **RFP PART-I: SECTION-II**

### **GENERAL CONDITIONS OF THE RFP/CONTRACT**

1. **Change(s) in Name and Constitution of the Agency:** Any change(s) in the name/constitution of the selected bidder, herein after called '**the bidder**' or '**bidder**' or '**agency**', should forthwith be notified by the bidder to CMC for information. In case of failure to notify the change(s) within 15 days, CMC may, by notice in writing, rescind the contract and the security deposit of the **bidder** shall, thereupon, stand forfeited and be absolutely at the disposal of CMC and, the same consequences shall be ensured as if the contract had been rescinded thereof and in addition the agency shall not be entitled to recover or be paid for any work or part thereof actually performed under the contract.
2. **Contract not to be Sub-let:** The **bidder** shall not subcontract/sublet the work assigned to him/her/them. If the **bidder** shall assign or sublet any part or whole of this contract or attempt to do so, the contract shall be rescinded with forfeiture of the EMD, ISD and penalty will be imposed as may be decided by CMC.
3. **Urgent Work:** If in the opinion of CMC, any urgent work becomes necessary to be executed and the **agency** is unable and unwilling to carry it out at once, CMC may carry it out through other agency(s), as it may consider necessary. All expenses incurred through this process shall be recoverable from the **agency** or shall be adjusted against any sum payable to the **agency**.
4. **Payment/Deduction/Withhold/Retention of Duties/ Levies/ Taxes & Security Deposit:**  
The agency shall bear all Taxes, Duties, Levies, GST, Income Tax, Royalties, Fair Weather Charges and Tollages, as applicable, & CMC shall not entertain any claim whatsoever in this respect other than admissible for payment as per rules and practices. Statutory withhold/deduction of taxes, Performance Security, penalty (as applicable) shall be done by CMC from each running account bill of the agency.
5. **No Payment for Preparatory/Facilitating Works, etc.:** No payment shall be made by CMC towards survey and preparatory/facilitating works or no advance shall be given before execution of works.

6. **Agency to Indemnify CMC:** The agency shall take every precaution not to damage or injure life and/or property of any person/organisation/entity in connection with this work. He shall indemnify and keep CMC indemnified against all claims for injuries or damages to any person/property which may arise out of or in consequence of any negligence or fault of the selected bidder for this work and, for all the claims, demands, proceedings, damages, costs, charges and expenses whatsoever, in respect of or in relation thereto, the agency shall be responsible. CMC will not assume any responsibility on this account.
7. **Unilateral Stoppage of Work Progress:** Unilateral stoppage of work by the agency, without prior written permission of CMC, shall be considered as breach of contract and CMC reserves the right to take such actions as it may deem fit against the agency.
8. **Rescission of Contract:** Subject to other provisions contained in this RFP or in the agreement, CMC may, without prejudice to any other right or remedy available to the agency in respect of any delay, inferior workmanship, any claim for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, rescind the contract in any of the following cases:
  - a. If the **agency** having been given by CMC a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper manner shall omit/fail to comply with the requirement of such notice for a period of seven days thereafter.
  - b. If the agency being a company shall pass a resolution on the court shall make an order that the company shall be wound up or if a receiver or a **manager** on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to court to make a winding up order.
  - c. If the agency fails to follow and comply with the relevant provisions this RFP and/or agreement.
9. **Black Listing:** A agency may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Agency's vide letter No.3365 Dt.01.03.2007 of Works Department, Odisha. As per said amendment an Agency may be blacklisted for:
  - a) Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
  - b) Involvement in any sort of tender fixing.
  - c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
  - d) Persistent and intentional violation of important conditions of contract.

- e) Security consideration of the State i.e., any action that jeopardizes the security of the State.
- f) Submission of false/ fabricated / forged documents for consideration of a tender.

In case an agency is black listed, it will be widely published and intimated to all Departments of Government and also to Govt. of India Agencies working in the state.

10. **Force Majeure:** Neither the agency nor CMC shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of work to hostilities, revolution, civil commotion, epidemic, accident, fire, cyclone, flood, earthquake or because of any law and order proclamation, regulations or ordinance of the Government thereof because of any act of God or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations due to the aforesaid a state of force majeure lasting continuously for a period of 6 months, the two parties may consult each other regarding the future execution of the contract for mutual settlement.
11. **Jurisdiction in the Event of Legal Dispute (if any):** That for the purpose of jurisdiction in the event of dispute if any, the contract should be deemed to have been entered into within the present jurisdiction of CMC and it is agreed that all legal dispute shall be in the local court of Cuttack or High Court of Odisha.

**RFP PART-I: SECTION-III**  
**[A] MEMORANDUM**  
**(To be filled in during signing of Agreement)**

|         |                                                                                       |   |          |
|---------|---------------------------------------------------------------------------------------|---|----------|
| Sl. No. | Name of the Work                                                                      | : |          |
| 1.      | Estimated Cost                                                                        | : |          |
| 2.      | Name and Address of the Agency                                                        | : |          |
| 3.      | Accepted Bid Value/ Agreement Value                                                   | : |          |
| 4.      | Earnest Money Deposit (EMD)                                                           | : | Rs. .... |
| 5.      | Performance Security                                                                  | : | Rs. .... |
| 6.      | Time Allotted for Completion of the Work (from the date of written order to commence) | : |          |
| 7.      | Date of Written Order to Commence/Stipulated Date of Commencement                     | : |          |
| 8.      | Stipulated Date of Completion                                                         | : |          |

**Signature of Tenderer / Agency**

## **[B] FORM OF AGREEMENT**

**(First page to be filled up and signed in non-judicial stamp paper of worth Rs.10/-)**

This contract made on dated.....between Cuttack Municipal Corporation (CMC) and, ..... (Name and address of the selected bidder, hereinafter called “the agency”). Whereas, CMC is desirous that the agency shall execute;

“.....” (hereinafter called “the work”), and CMC has accepted the bid of the agency for execution and completion of the work and rectification of defects, if any, at an accepted tender /Contract Price of Rs..... (Rupees.....) only.

Now, therefore, it is hereby agreed upon by CMC and the agency as follows:

1. In this contract, words and expressions shall have the same meanings as are respectively assigned to those in this RFP and the contract form as a whole. The RFP and agreement shall be deemed to form and be read and construed as part of this contract with a view to maintaining the sanctity of this contract for successful execution and completion of the work unless otherwise clarified/redefined at a later stage during the contract remains in force including the defect liability period.
2. In consideration of the payment(s) to be made by CMC, the agency hereby covenants with CMC to execute and complete the work and rectify the defects therein, if any, in conformity with the provisions of this contract.
3. CMC hereby covenants to pay the agency in consideration of execution and completion of the work and for rectification of defects, if any, wherein the contract price or such other sum, as may become payable under the provisions of the contract and in the manner prescribed under this contract.
4. The following documents shall be deemed to form parts of the contract/agreement and accordingly, should be read and construed in conjunction with other portions/clauses/conditions of this contract and RFP.
  - i) RFP invited for the work including the Short Notice
  - ii) Agency's bid and negotiation correspondences, if any
  - iii) Letter of Acceptance/Letter of Intent for the work (LOA/LOI)
  - iv) Notice to proceed with the work (Work Order) to be issued by CMC and subsequent instructions of CMC to the selected bidder subject to confirmation of the same, if required, by CMC through written notice(s) to the selected bidder.
  - v) Contract/Agreement form at **[C]** of this Section for Items, Quantities, Rates and Amounts of the work to be duly signed by and the agency.
  - vi) Instruction/intimation of CMC for execution of extra work(s)/item(s)/quantity(s) found essential for the work and the corresponding rate(s) not covered in the agreement/RFP and also for curtailment/exclusion of any item(s) of the work from execution.

- vii) Letter/intimation/instruction (including physically and over telephone) of CMC for repair/replacement/defect rectification, if any, with respect to modified quality(s)/specification(s) for such repair/replacement/defect rectification work and allowed time(s) to accomplish the same either during execution of the work or during the Operation & Maintenance period of three years from the officially declared/notified/noted date of completion of the whole work including additional/curtailed items/quantities of the work as per direction of CMC. CMC reserves the right to declare/note the date of completion of the original work/capex work and date of expiry of Repair & Maintenance period which will be binding upon the agency.

In witness whereof, the aforesaid two parties have entered into this contract on the date mentioned above.

(Authorised Signatory with Seal, if any)

(Authorised Signatory with Seal, if any)

(for and on behalf of Agency)

(for and on behalf of Cuttack Municipal Corporation)

*(authorised signatory in case of  
firm/company with applicable authorisation  
letter/declaration  
attached to this contract)*

In the presence  
of(Witnesses)

1. Name:

Address:

Tel No:

Signature

2. Name:

Address:

Tel No:

Signature

**CUTTACK MUNICIPAL CORPORATION**  
**[C] Contract Agreement Form for Items, Quantities, Rates and Amounts of the Work**  
**Form No.W.III**  
**(Rule 341)**

**Name of the Work:**

**Name of Agency:**

I/We do hereby agree to execute the under mentioned descriptions of items of the work in accordance with the conditions mentioned in this Agreement and in consideration of payment to be made by CMC at the rate(s) specified in the following schedule for the quantity of work to be executed. Payment(s) for the item(s)/quantity(ies) of the work not mentioned here-in-below, but found required for the work, and when executed/completed as per direction of CMC, shall be governed by **Sl. 5 of the RFP Section-IV**. All the payments pertaining to the work shall be subject to successful (acceptable to CMC) carrying out of the duties and responsibilities by the agency till the expiry of assignment period as declared/noted by CMC. Failure to abide by this condition shall be treated as a breach of contract and under such circumstance(s), CMC shall have the right to take any action against the agency as deemed fit including economic penalty and/or other punitive measures.

| Sl. No. | Description of the Items | Quantity | Rate | Unit | Amount |
|---------|--------------------------|----------|------|------|--------|
|         |                          |          |      |      |        |
|         |                          |          |      |      |        |
|         |                          |          |      |      |        |

**Note:**

- a. The work is to be executed with due diligence and in integrated/synchronous manner. The materials to be used by the agency are to be the best of quality, and in all cases, shall be subject to approval of CMC. Decision of CMC regarding progress achieved and quality of the work done by the agency shall be final.
- b. The executed quantity of various items of the work shall be measured by CMC in appropriate/applicable manner and at different stages. But stage/sequence of payment(s) shall be the prerogative of CMC. Running account bill(s) shall not be preferred ordinarily. However, under exceptional circumstances or upon achievement of desired work progress by the agency, CMC may consider running account bill payment(s) on request of the agency. The quantum of running account bill payment, unlike final bill payment, would in any case, shall be less than the corresponding proportionate value of work done and, shall be subject to the statutory deductions such as, income tax, Goods & Service tax, etc.
- c. CMC may put an end to this agreement at any time in case of bad/defective work and/or any financial implications caused due to the defective work by the agency if any, shall be realized from the agency. No claim in this regard by the agency shall be entertained.
- d. The conditions mentioned above are a few and indicative only. In addition to these, the contract shall also be governed by the details laid down in the documents listed at Sl. 1 to 4 of the above draft agreement form vide [B].

Signature of the Agency  
(Authorised Signatory with Seal, if any)

Signature of CMC  
(Authorised Signatory with Seal)

**RFP PART-I: SECTION-IV**  
**SPECIAL CONDITIONS OF THE RFP/CONTRACT**

**1.1. Price**

- 1.1.1. The rates quoted as **(rate per square meter)** should be firm, inclusive of all taxes, rates or duties whatsoever payable to the Government or any other statutory body. The GST Tax invoice should be with respective state in which supply is made to claim set off.
- 1.1.2. The Agency should quote the Annual Repair & Maintenance (R&M) separately.
- 1.1.3. The GST, General tax or any other charge, rate, tax etc. that will be payable shall be paid by the Agency direct to the authorities concerned. It will be his responsibility to ascertain the amount of such tax, charge or rate so payable. Any further additional state / central government levy that may come in future will also be paid by the Agency.
- 1.1.4. The Agency shall quote in the Tender the lowest rates of each item, which he is selling in the market and/or offering to the CMC for supply so that the same may be compared with that of the products of other manufacturers while considering the offers.

**1.2. Payment:**

- 1.2.1. Payment will be made at the accepted rates to the respective supplier.
- 1.2.2. Payment will be arranged within 15 days after necessary check by the nominated Officer of CMC.
- 1.2.3. Payment will be released by Cheque / NEFT to the manufacturer/Supplier subject to recoveries if any by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.
  - a. The bills should reflect applicable GST or any other taxes separately.
  - b. The supplier shall not claim any interest on payments under the contract within one week.

**1.3. Indemnity**

- 1.3.1. The Agency / Supplier shall at all times indemnify CMC against all claims which may be made in respect of the materials for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against CMC, shall notify the Agency/Supplier of the same and the Agency/Supplier shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

**1.4. Force Majeure**

- 1.4.1. Neither party shall be liable for failure to perform or delay in performing any obligation under this Contract if the failure or delay is caused by any circumstances beyond its control, including but not limited to acts of God, war, civil commotion or industrial dispute. If such delay or Failure continues for at least 30 days, the party not subject to force majeure shall be entitled to terminate the contract by notice in writing to the other.

**1.5. Fraud & Corrupt Practices:**

1.5.1. Agency / Supplier are expected to observe the highest standard of ethics during the execution of this contract. If the Agency/Supplier has engaged in corrupt or fraudulent practices, in competing for or in executing the contract, CMC may, after given 14 days' notice to the agency/supplier, terminate the Contract. In pursuit of this policy, CMC:

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
  - ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of CMC and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive CMC of the benefits of free and open competition;
- b) Will reject a proposal for award if it determines that the Tendered being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

**1.6. Events of Default:**

In the event of any breach of the said terms and conditions of the Contract, the CMC shall be entitled to forfeit the whole or the part of the Performance Security besides terminating or revoking the contract. CMC may initiate process for termination of Contract in the following event of default:

- a) Breach of any of the terms or conditions or obligation of contract on part of Agency/supplier/his employees/agents.
- b) Any major material alteration in the agreed upon specification (if any) of the product to be supplied without the authorization of CMC and / or competent authority.
- c) CMC at their discretion may call for any record to satisfy them regarding supply of material. The Agency / Supplier shall provide every help/document related to CMC, failing which it may amount to breach of condition of the contract.
- d) The Agency / Supplier being adjudged bankrupt/insolvent or a trustee/receiver being appointed on the Agency /Supplier.
- e) Repudiation of agreement by Agency / Supplier or otherwise evidence of intention not to be bound by the agreement.
- f) Persistent closure of business by Agency / Supplier for consecutive 45 days or more in any business year.
- g) CMC at their discretion may call for any record to satisfy them regarding the supply and Agency/Supplier will provide every help failing which it may amount to breach of condition of the Contract.

**ANNEXURE-I CERTIFICATE OF NO RELATIONSHIP**

**(As per Section-I, Sl. 3 of RFP)**

I/We hereby certify that I/We\* am/are\* **related/not related** (\*) to any officer of Cuttack Municipal Corporation of the rank of Assistant Engineer/Under secretary & above and any officer of the rank of Assistant Engineer/Under Secretary and above of the Urban Department, Govt. of Odisha I/We\* am/are\* aware that, if the facts subsequently proved to be false, my/our\* contract will be rescinded with forfeiture of E.M.D and Performance Security and I/We\* shall be liable to make good the loss or damage resulting from such cancellation.

I//We also note that, non-submission of this certificate will render my / our tender liable for rejection.

(\*) - Strike out which is not applicable

**SIGNATURE OF THE BIDDER**

(With seal of firm)

**ANNEXURE-II DECLARATION**  
**CERTIFICATE**  
**(As per Section-I, Sl. 3 of RFP)**

1. I/We have visited the site and have fully acquainted with the local situation regarding the materials, labour and factors pertaining to the work for completion in all respect before submitting the tender.
2. I/We have carefully studied the conditions of the construction, specification, contract condition and all other document relating to this work and agree to execute the same accordingly.
3. I/We solemnly pledge that I/We shall be sincere in discharging my/our duties as responsible agency and complete the work within the prescribed time limit. In case there are deviation from the construction programme, I/We shall abide by the decision of Engineer-in-charge for revision of the programme and arrange for the labourers, materials, equipment etc accordingly.
4. I/We undertake that I/We shall not claim any escalation of cost on account of materials, labourers, taxes, natural calamities, public nuisance, miscreants or from any account in connection with work within execution of the work till the actual completion period and shall not be entertained by the department (Cuttack Municipal Corporation).
5. In case of violation of contents of department's tender documents in shape of extra conditions, or in any form, my / our offer / tender shall be rejected by the department without any intimation to me/us.

Authorised Signature of the Bidder(With seal of firm)

(\*) - Strike out which is not applicable

**ANNEXURE-III**  
**AFFIDAVIT**  
**(Applicable for All Bidders)**  
**(As per Section-I, Sl. 4 of RFP)**

1. I, Sri/Smt/Ms....., Son/ Daughter/ Wife of....., hereby declare as the Agency/as the authorized signatory on behalf of the Agency,"....."***(strike out whichever is not applicable)*** that, I/we am/are validly registered as ..... under Govt. of [ State].
2. It is hereby declared that I/we are not currently deprived from tendering in any Govt. Organisation including CMC and I/we have furnished the required eligibility documents as a valid tenderer for the above mentioned work.
3. I/We hereby authorise and request any bank, person, firm or organisation to furnish information to CMC as deemed necessary by it in connection with my/our eligibility criteria and document verification related to my/our tender for the work mentioned below. I/We also authorise CMC to refer, peruse, consider & correlate my/our documents submitted in connection with other tenders of CMC (if any) and I /we have no objection if such documents either in whole or part are perused, referred and considered.
4. The undersigned undertake to submit further information/ documents as may be requested for/required by CMC in connection with this tender within the stipulated period to be intimated by CMC either through letter or through my/our Telephone No. furnished below. Non-response to this instruction by me/us within the stipulated period shall render my/our tender as non-responsive/incomplete and hence CMC shall be at liberty to take any action as deemed fit against me/us as well as to cancel my/our tender for the work and I/we will have no claim against such decision of CMC.
5. My/our present address for correspondence is .....and my/our Telephone Contact number is.....and e-mail ID for correspondence is... I/We shall promptly and voluntarily intimate the Tender Inviting Officer about subsequent changes, if any, of my/our telephone number, e-mail ID and address for correspondence within a week from the date of occurrence of such change(s) falling which, I/we will be held responsible for any eventual delay/gap in correspondence(s)/communication(s) between me/us and CMC and subsequent follow-up action(s) and situation which may arise due to such delay/gap.
6. I/We hereby declare that all the information and documents furnished herewith by me/us in connection with my/our tender for the work, "Supply, Installation, Commissioning of equipment for MCC in Cuttack including Repair & Maintenance" invited by CMC vide Bid Reference No..... Dt..... are true and correct.

(\*) - Strike out which is not applicable

**(Deponent)**  
**(Signature of the Tenderer/Authorised Signatory in case of Partnership Firm/Company with Seal of the Firm/Company)**

**Annexure-IV**  
**ORGANISATION DETAILS**

|     |                                                                                                  |   |                                                                |
|-----|--------------------------------------------------------------------------------------------------|---|----------------------------------------------------------------|
| 01. | Name of the Company/Firm                                                                         | : |                                                                |
| 02. | Year Established                                                                                 | : |                                                                |
| 03. | Type of Firm                                                                                     | : | Public Ltd./ Pvt.Ltd./ Partnership / Sole Proprietorship / LLP |
| 04. | Objective of Company/Firm                                                                        | : |                                                                |
| 05. | Address of Office                                                                                | : |                                                                |
| 06. | PAN No.                                                                                          | : |                                                                |
| 07. | GST Registration Number                                                                          | : |                                                                |
| 08. | Telephone No./ Fax No.                                                                           | : |                                                                |
| 09. | Email Address                                                                                    | : |                                                                |
| 10. | Contact Person with Designation                                                                  | : |                                                                |
| 11. | Name of the Government Department/PSU/Private Sector towhom bidder has provided similar Services | : |                                                                |
| 12. | No. of years of proven experience of providing similar services                                  | : |                                                                |
| 13. | Annual Turnover of the Firm/Company (in Rs.) during preceding three Financial Years              | : | 2019-20:<br>2020-21:<br>2021-22:                               |

**Authorized Signatory** :

**Name and Designation** :

**Company Seal** :

**Annexure-V**

**PAST EXPERIENCE OF THE FIRM IN SIMILAR ASSIGNMENTS**

| <b>S No.</b> | <b>Items</b>                  | <b>Description</b> |
|--------------|-------------------------------|--------------------|
| <b>1</b>     | <b>Project name</b>           |                    |
| 2            | Project location              |                    |
| 3            | Project cost                  |                    |
| 4            | Name of the Client            |                    |
| 5            | Start date (Month/ Year)      |                    |
| 6            | Completion date (Month/ Year) |                    |
| 7            | Period of Operation           |                    |

**Signature of the Client** :

**Seal of the Client** :

**RFP PART-II (FINANCIAL PROPOSAL)**

| <b>Sl No.</b> | <b>Particulars</b>              | <b>Unit</b>                    | <b>Amount</b> |
|---------------|---------------------------------|--------------------------------|---------------|
| <b>01</b>     | Operation & Maintenance of Park | <b>(Rate per square metre)</b> |               |
|               |                                 |                                |               |
|               |                                 |                                |               |

**Note:**

- a) The bid will be evaluated on the basis of amount quoted lowest price
- b) I/We agree to other terms and conditions of the tender and also confirm we will provide the materials as per the standard specified in the document.
- c) Qty. as mentioned may increase or decrease.
- d) The Bidder has to start the work within 15 days of issue of work order.

**Authorised Sign of the Bidder**

**Date:**

**Seal**