



# Sambalpur Municipal Corporation Sambalpur

Notice No. 2650/SMC

Email id: [sambalpurm.hud@nic.in](mailto:sambalpurm.hud@nic.in)  
Dt. 07.04.2023

## Request for Proposal

Request for Proposal document provided to the Bidders, by the Commissioner, Sambalpur Municipal Corporation, Sambalpur on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided regarding selection of a Registered Agency/ Registered Firm/ Contractor for operation and maintenance of ropeway from Gandhi Minar to Jawahar Udyan at Hirakud at Sambalpur District.

Sl No	Name of the Work	Tender Fee in Rs.	EMD to be deposited in Rs.	Validity of Contract in years
1	2	4	5	6
1.	Selection of a Registered Agency/ Registered Firm/ Contractors for operation and maintenance of ropeway from Gandhi Minar to Jawahar Udyan at Hirakud at Sambalpur District	Rs. 10,000/-	Rs. 1,00,000/-	03 years

- The details of Tenders can be seen from the BID Document which is available in the SMC website [www.smcsambalpur.nic.in](http://www.smcsambalpur.nic.in).
- Cost of Bid Documents/ Tender Paper:** Proposal Document fee in shape of Demand Draft from any scheduled commercial bank in favour of "Commissioner, Sambalpur Municipal Corporation", payable at Sambalpur for Rs. 10,000/- (Rupees ten thousand only) towards cost of RFP document is to be furnished by the bidder along with the Technical Proposal. Proposals Without the requisite Document Fee shall be treated as non-responsive and rejected out rightly.
- Earnest Money Deposit (EMD):** Rs. 1,00,000/- (Rupees one lakh) only in the form of Demand Draft in favor of Commissioner, Sambalpur Municipal Corporation, Sambalpur drawn on any Nationalized Bank, payable at Sambalpur.
- The signed copy of the bid document along with copy of the supporting documents shall be submitted to below mentioned address through speed post / registry post/ courier only on or before **01.00pm of dt. 28/04/2022**.
- All original documents along with affidavit of highest bidder will be verified before issue of work order.
- Bidders should read the terms and conditions carefully before bidding.**
- The Authority reserves the right to cancel any or all the Bids without assigning any reason thereof.**

  
Commissioner  
Sambalpur Municipal Corporation

Memo No. 2651 /SMC Dt. 07.04.2023

Copy to M.I.S., Sambalpur Municipal Corporation. He is directed to upload the notice in the ULB website i.e. [www.smcsambalpur.nic.in](http://www.smcsambalpur.nic.in).

Copy to be displayed in the Office notice board for wide circulation.

Memo No. 2652 /SMC Dt. 07.04.2023

Copy submitted to the Administrator, SMC-cum- Collector, Sambalpur for favour of kind information.

Memo No. 2653 /SMC Dt. 07.04.2023

Copy forwarded to the Under Secy. to Govt., H&UD Deptt., Odisha, Bhubaneswar for favour of kind information.



**SAMBALPUR MUNICIPAL CORPORATION**

**REQUEST FOR PROPOSAL**

**SELECTION OF SUITABLE  
REGISTERED AGENCY/REGISTERED FIRM/CONTRACTOR  
FOR  
OPERATION & MAINTENANCE OF PASSENGER ROPEWAY  
FROM  
JAWAHAR UDYAN TO GANDHI MINAR  
HIRAKUD, SAMBALPUR**



**SAMBALPUR MUNICIPAL CORPORATION**  
**DURGAPALI, SAMBALPUR (ODISHA) - 768006**

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## **DISCLAIMER**

The information contained in this Request for Proposal (hereinafter referred to either as "RFP") document provided to the Bidders, by the Commissioner, Sambalpur Municipal Corporation, Sambalpur hereinafter referred to as SMC, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this 'RFP document is to provide the Bidder(s) information: **"Selection of a Registered Agency/ Registered Firm/ Contractors for operation and maintenance of ropeway from Gandhi Minar to Jawahar Udyan at Hirakud at Sambalpur District"**. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the SMC, their employees or advisors to consider the business/investment objectives, financial situation and needs of each Bidder who reads or uses this RFP document.

Each Bidder should conduct its own investigations & analysis and should check the accuracy, reliability & completeness of the information in this RFP document and wherever necessary obtain independent advice from appropriate sources. SMC, their employees and advisors make no representation or warranty and shall incur no liability under and law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

The ropeway is located inside the Jawahar Udyan at Hirakud. Passengers visit the Gandhi Minar from Jawahar Udyan through ropeway and get the picturesque view of the Hirakud Dam. The average footfall at the ropeway is around 300 to 350 persons per day but during the winter season the average footfall rises to around 700 persons per day.

SMC may, in its absolute discretion, but without being under any obligation to do so, update amend or supplement the information in this RFP document.



## SECTION 1: Letter of Invitation

From:  
Municipal Commissioner  
Sambalpur Municipal Corporation,  
Durgapali  
Sambalpur-768006

Dear Agency,

1. The Municipal Commissioner, Sambalpur Municipal Corporation (SMC), Sambalpur invites proposal from experienced agencies for **"Selection of a Registered Agency/ Registered Firm/ Contractor for operation and maintenance of ropeway from Gandhi Minar to Jawahar Udyan at Hirakud at Sambalpur District"**. The details of the required scope of work and services expected from the Agency are provided in the Section 4: Terms of Reference in this RFP Document.

1. The RFP comprises the following sections:

Section 1 - Letter of Invitation

Section 2 - Definitions

Section 3 - Fact sheet

Section 4- Terms of Reference

Section 5 - Instructions to Agencies

Section 6 - Technical Proposal - Standard Forms

Section 7 - Financial Proposal - Standard Forms

Commissioner  
Sambalpur Municipal Corporation

## Section 2: Definitions

- a) "SMC" means the Sambalpur Municipal Corporation, Sambalpur
- b) "Client" is the Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur
- c) "Agency" means any entity or person that may provide or provides the Services to the Client under the Contract.
- d) "Day" means calendar day.
- e) "Instructions to Agencies" means the document which provides interested Agencies with the information needed to prepare their respective Proposals.
- f) "LoI" means the "Letter of Intent" being sent by the Client.
- g) "Personnel" means professional and support staff provided by the Agency and assigned to perform the Services or any part thereof.
- h) "Proposal" means Technical Proposal and the Financial Proposal.
- i) "RFP" means the Request For Proposal circulated by the Client for the selection of Agency(s).
- j) "Assignment/job" means the work to be performed by the Agency pursuant to the Contract.
- k) "Terms of Reference" (ToR) means the information included in the RFP which explain the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the selected Agency(s).
- l) "Competent Authority" means Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur



### Section 3: Factsheet

Request for Proposal (RFP) document made available to the applicants	07 <sup>th</sup> April, 2023 <a href="http://www.smcsambalpur.nic.in">www.smcsambalpur.nic.in</a>
Last Date for Receiving of Queries	18 <sup>th</sup> April, 2023 by 1.00 P.M. to Email: <a href="mailto:sambalpurm.hud@nic.in">sambalpurm.hud@nic.in</a>
Date, time and venue for pre bid meeting	On 20 <sup>th</sup> April, 2023 at 11AM in the conference hall of Sambalpur Municipal Corporation
Last date for RFP [Receipt of Technical and Financial Proposals (Sealed Envelope)]	28 <sup>th</sup> April, 2023 by 1.00 P.M
Date of opening of Technical Proposals, Technical Presentation and Financial Proposal	29 <sup>th</sup> April, 2023 by 9.00 A.M
Letter of Award	To be intimated to selected Agency
Start Date	To be intimated to selected Agency
Method of Selection	Highest quoted price
Ernest Money Deposit (EMD)	Rs.1,00,000/- (Rupees one lakh) only in the form of Demand Draft in favor of Commissioner, Sambalpur Municipal Corporation, Sambalpur drawn on any Nationalized Bank, payable at Sambalpur
Bid Cost (tender document cost)	Proposal Document fee in shape of Demand Draft from any scheduled commercial bank in favour of "Commissioner, Sambalpur Municipal Corporation", payable at Sambalpur for Rs.10,000/- (Rupees ten thousand only) towards cost of RFP document is to be furnished by the bidder along with the Technical Proposal. Proposals Without the requisite Document Fee shall be treated as non-responsive and rejected out rightly.
Address for Submission of Proposals	Municipal Commissioner, Sambalpur Municipal Corporation, Durgapali, Sambalpur-768006
Mode Submission of Bid Document	Bid document are to be submitted by Speed Post / Registered Post/ Courier only.

#### Note:

1. The Client reserves the right to change the above schedule by due intimation / information to the intended agencies. Please visit the website [www.smcsambalpur.nic.in](http://www.smcsambalpur.nic.in) regularly for the updates.
2. If it is not possible to open the financial proposals on the same day of bid opening, the date of opening of financial proposal will be communicated to eligible bidder through correspondence.

Proposals must be submitted on or before the prescribed date, time and venue mentioned in the Fact Sheet. Proposals received after cut - off date will be summarily rejected.



## Section-4. Term of Reference

### 4.1. Objective:-

This objective of the RFP is to avail the services of qualified and experienced firms/Agency for operation and maintenance (O&M) of Ropeway project at Jawahar Udyan, Hirakud by ensuring timely and quality execution of work.

### 4.2 Duration of the Contract:-

Contract period will be valid for 03 (Three) years from the date of signing of the agreement with SMC and it will be extended for another 2(two) years with the satisfactory annual performance reviewed by the performance review committee.

### 4.3 Scope of Work

- a) To carry out comprehensive operation and maintenance of existing Passenger Ropeway system,
- b) Generate revenue from operation of ropeway within the parameter of relevant Act & Rules.
- c) Engage the required manpower, machineries and equipment for proper operation and maintenance of ropeway with adequate safety measures and compliance of all statutory provisions, instructions and guidelines of Govt. and prescribed Authorities of the Govt. as well as the Sambalpur Municipal Corporation.
- d) Safety of the passengers of the ropeway and ropeway asset including all machineries, equipment shall be the sole responsibility of the Agency. Any litigation relating to passenger safety and safety of Ropeway shall also be the responsibility of the Agency.
- e) SMC will not engage any human resources or additional machineries & equipment at ropeway site starting from DG operator to maintenance and security staff. Staff to be deployed shall be in uniform and I'd card will provided by the Agency.
- f) Staffs to be deployed must behave cordially to both passengers and SMC officials. Name of staffs deployed and nature of their duty must be shared with SMC
- g) Take care of total safety and upkeep of the system including cleaning of the building, premises and other accessories associated with rope way during the period of agreement. Agency shall make provision of drinking water and public address system at both the terminals of the site, also give importance to the aesthetic look and cleanliness of the premises and cabins.
- h) One toilet facility will be provided by the SMC at the vicinity for the visitors as well as staff engaged at the ropeway which shall be maintained and managed by the Agency.
- i) The Agency should comply with required formalities to follow all applicable laws including Labor laws, Local Laws and safety norms.
- j) To insure all the plants, Machineries and equipment as well as third party liability. The agency shall always adhere to safety norms and operate the ropeways keeping the safety of the visitors in mind.
- k) The Agency shall carry out various ND Test (for both mechanical and electrical aspect) and other important tests related to Ropeway, as mentioned in Ropeway Act or any other acts, statues, instructions etc of the Govt. The towers of the Ropeway need to be maintained properly and colored at regular intervals to prevent corrosion of the metallic structures.
- l) Documentary evidence should be kept for routine and periodical maintenance of Ropeway (both mechanical and electrical aspects) which need to be submitted as and when demanded by SMC.
- m) The Annual/Periodical inspection of electrical installations for the passenger ropeway must be done through the office of Superintending Engineer-cum-Electrical Inspector, Sambalpur and report to be submitted to SMC.
- n) The detailed guideline for O&M of passenger ropeway projects issued by the Home secretary, Govt. of India vide D.O letter no. 31-02/2022-DM-1(A) dtd.12.04.2022 must be followed. Any other instructions of the Govt. of India, govt. of Odisha or the designated authorities which may come from time to time shall be followed meticulously by the Agency.



- o) The bidder shall make necessary arrangement for life/ accidental insurance for the visitors availing ropeway service as per the provisions of relevant Act subject to minimum of Rs. 05lakh.
- p) The ropeway station buildings, corridor & the ropeway infrastructure with installations including ticket counter building shall be made available to the successful bidder for operation and maintenance. The Agency shall not construct any structure or building without obtaining prior permission of the SMC. Wherever any equipment or machineries required replacement within the contract period, it shall be done by the Agency at their own cost but with the prior approval of the SMC.
- q) Electricity and fuel for operation & maintenance of Passenger Ropeway will be borne by the selected agency/ Contractor. Any violation to regular payment of utility bills like electricity bill etc and other compliances shall be considered as breach in agreement which will be resulted in cancellation of contract.
- r) The cost of spare parts (both electrical and mechanical items including installation and service charges) required for regular/ routine maintenance will be borne by the selected agency/ Contractor.
- s) The prevailing cost of ticket per person is Rs.80/- (to and fro) and it will be enhanced every year i.e., from 1<sup>st</sup> of April by Rs.10/-. The time of operation, ticket price, does & don'ts must be displayed at the site by the Agency.
- t) Expenditure towards Ticket printing will be borne by the selected Agency. SMC can make IEC campaign at back side of the ticket. The Agency may go for QR code based / smart ticketing system. If installed, the expenditure towards software and gadgets installation shall be borne by the agency.
- u) The bidder shall furnish to this office the list of tickets and number of passengers where ever possible passengers details on monthly basis and at the end of each commercial year, the gross turnover out of the operation of the ropeway along with certificate of a chartered accountant, shall be submitted by the Agency to the SMC.
- v) PoL/ fuel for DG operation (for both 15kv and 250kv DG sets) shall be borne by the Agency. O&M of the DG sets (for both 15kv and 250kv DG sets) shall be sole responsibility of the Agency.
- w) Safety aspects for the Hirakud dam should not be breached, the agency should be careful in this regard
- x) Adequate provision must be done for drive system, line safety system, vertical rescue system, wind speed system and announcement system. Safety audit report must be submitted at SMC.
- y) Periodical inspection as per the necessary guidance of National Highways and Infrastructure Development Corporation Ltd. (NHIDCL)/ National Highways Logistics Management Ltd (NHLML), subsidiaries of the NHAI shall be done by the Agency at their own cost.
- z) If required, the agency may avail weekly one day off with intimation to SMC
- aa) Any closure of ropeway due to any technical or other issues has to be intimated to SMC immediately
- bb) Visitors' convenience shall be due priority of the agency
- cc) Any hassle or inconvenience at the site must be reported to SMC immediately
- dd) Emergency contact numbers like fire, police, ambulance etc must be displayed at the site
- ee) SMC reserve the right for advertisement at the space within the ropeway premises including the cabins
- ff) First aid box must be kept at both the terminals.
- gg) The Agency shall keep the passage of cabins free of tree branches. In case required, tree pruning will be done by the Agency with prior permission of this Office. This will also be required for better visibility of passage.
- hh) SMC through its technical team which may include experts from any Govt. or statutory bodies or professional for inspection of the assets, safety measures on monthly basis in presence of the representative of the Agency and the Agency shall cooperate for inspection



of the assets, machineries & equipment and present all the relevant documents for verification. Compliance of the inspection report shall be submitted by the Agency within 15 days.

- i) Any extra work required at the Ropeway site has to be performed by the Agency with prior approval of this office or as intimated by this office.
- ii) The Agency shall open office within at Sambalpur within 15 days of commencement of the work.

#### 4.4 Payment of license fee by successful bidder

The Successful bidder shall pay 50% of one-year license fee in advance to SMC within seven days of issue of LOA for commencement of the work and remaining 50% before 15 days of completion of the 06 months. For next year onwards 50% of second year license fee shall be paid by the party before 15 days of completion of previous year and remaining 50% of second year license fee before 15 days of completion of the 06 months of the same year. Similar modality for payment of license fee shall be applicable for the subsequent year/years.

The license fee should be increased by 10% per annum on the quoted price.

Example:-

If the highest bidder quote Rs. X (for license fee) for the first year, the bidder has to pay for subsequent years as per details mentioned below:-

Year	Bidder have to pay license fee (Rs.)
1 <sup>st</sup> year	X
2 <sup>nd</sup> year	110% of X = Y
3 <sup>rd</sup> year	110% of Y = Z

#### 4.5 Force Majeure

- This clause shall mean and be limited to the following in the execution of the contract placed by the SMC.
- War / hostilities
- Riot or civil commotion
- Earth Quake, Flood, Tempest, Lightning or other natural physical disaster
- Restrictions imposed by the Government or other statutory bodies, which is beyond the control of the Agency/Contractor, which prevent or delay the execution of the order by the Agency/Contractor
- If any time during continuation of Contract period, the successful Bidder is unable to earn revenue from sale of ticket for Ropeway Ride for a period of more than a month due to any reasons mentioned above which is beyond the human control directly or indirectly interfering with the operation and maintenance of the Ropeway etc. The OWNER may extend the Contract period accordingly and waive off the license fee (either fully or partly) for said period.

#### 4.6 Termination

Owner reserves the right to appoint an Independent Engineer/ Agency at their cost to audit / inspect the Ropeway work. If the Independent Engineer/Agency finds any defect / fault that needed repair, he will inform the Owner and Owner will issue a Letter to the selected Bidder for repairing the defect / fault giving one month's time. However in the interest of passenger safety, whenever required the ropeway service may be suspended for repairing of defunct / fault. In case the selected Agency/Contractor fails to repair the same within a maximum period of one month, the Owner shall serve a final Notice of one month on the selected Bidder to discharge their responsibility failing which the Owner shall terminate the Contract and the Agency shall be blacklisted.

In case the selected agency wants to terminate the contract before the end of the contract period, the agency has to intimate about it to this office before three months with valid reasons. In case this office wants to foreclose the contract, one month prior notice will be given to the selected agency. After closer of the contract period or in case of fore-closer of the contract, the agency shall handover all the machineries, equipment etc. in good condition. In case of violation to these, SMC shall claim form the security deposit.



#### 4.7 Arbitration

All disputes, differences, claims and demands arising under the contract shall be resolved amicably through direct negotiation. If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matter the decision of which is specially provided for by the general conditions, such disputes shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire (preferably the District Magistrate or any of the Executive Magistrate appointed by the District Magistrate) in writing before entering into the reference and the award of the arbitration or umpire, as the case may be, shall be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or re-enactment there of the arbitration proceeding shall be held in the respective district head quarter.

#### 4.8 Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Sambalpur district only.

#### Section 5: Instruction to Agencies/Bidder

##### 5.1 Name of Work/Assignment:

Comprehensive Operation and Maintenance of 421-metre Monocable Pulsated Fixed Grip Passenger Ropeway from Jawahar Udyan to Gandhi Minar at Hirakud in Sambalpur District of Odisha.

##### 5.2 The broad specification of the ropeway is as under:

Sl. No.	Item	Parameters
1	System	Monocable Pulsated Fixed Grip
2	Horizontal Length (from Drive Station Bull Wheel end to Return Station Bull Wheel end)	421 M
3	Level Difference	104 M
4	Capacity	200 PPH
5	Speed	0 - 4 M/Sec.
6	Cabin Capacity	4 Seater
7	No. of Cabin	8
8	Rope	36 mm dia, 6/19 (Seal), FMC
9	Motor	90 Kw
10.	Power supply at Station	415V, 3Ph, 50Hz

##### 5.3. Name of the Client: Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur

5.4. **Method of selection:** Highest quoted price. If more than one bidder selected as H-1, selection will be made through transparent lottery system.

##### 5.5 The Proposal submission address:

Commissioner,  
Sambalpur Municipal Corporation,  
Durgapali  
Sambalpur  
Odisha, PIN-768006

5.6 The Proposal (Technical Proposal, Financial Proposal in separate sealed envelopes) must be submitted by registered/speed post only which should be received by the Client, not later than the following date and time:

**Date: 28<sup>th</sup> April, 2023 Time: By 9.00 A.M.**

##### 5.7 Queries / Clarification:



- a) The Client shall invite queries from Agencies as per the details mentioned in the Fact Sheet of this document.
- b) The Applicants must ensure that their queries should reach SMC, Sambalpur, on or before last date mentioned in the Fact Sheet of this document only through the email of the Client, i.e. [sambalpurm.hud@nic.in](mailto:sambalpurm.hud@nic.in) **by 18<sup>th</sup> April 2023 by 1.00 P.M.**
- c) The queries must be submitted in the following format:

Section/Page No	Content of RFP requiring clarification	Change/clarification requested	Remarks

- d) Client will not be responsible for non - receiving / delay in receiving of queries made by agency (s).
- e) Any queries for clarification, received after the cut - off date and time may not be entertained by the SMC.
- f) However, the Client reserves the right to hold or re-schedule the process.

#### 5.8 Responses to Queries and Issue of Corrigendum:

- a) The Authorized Representative of the Client will endeavor to provide timely response to the queries. However, no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does undertake to answer all the queries that have been posed by the Applicants.
- b) At any time prior to the last date for receipt of proposals, the client may, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP Document by a corrigendum.
- c) The Corrigendum (if any) & clarification to the queries from all Applicants will be uploaded on the websites [www.smcsambalpur.nic.in](http://www.smcsambalpur.nic.in). Any such corrigendum shall be deemed to be incorporated into this RFP.
- d) In order to provide prospective Applicants reasonable time for taking the corrigendum into account, the Client may discretionally extend the last date for the receipt of proposals.

5.9 Agencies/Contractors shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Agencies.

#### 5.10 Conflict of Interest:

- a) Client requires that Agencies shall perform the required services, provide professional, objective, and impartial advice and all times hold the Client's interest paramount, strictly avoid conflicts of interest with other assignments or their own interests and act without any consideration for future work. Without limitation on the generality of the foregoing, Agencies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged, under any of the circumstances set forth below.

#### 5.11 Conflicting Relationship:

- a) An Agency/contractor (including its Personnel and Sub-Agencies) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (a) the preparation of the terms of reference of the Assignment, (b) the selection process for such Assignment or (c) supervision of the Contract, may not be awarded a Contract.



unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

- b) Agency/contractor have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Agency(s) or the termination of its Contract.

**5.12 Unfair Advantage:**

If an Agency/Contractor could derive a competitive advantage from having provided other services related to the assignment in question, the Client shall make available to all other Agencies/ Contractors together with this RFP all information that would in that respect give such Agency any competitive advantage over competing Agencies.

**5.13 Fraud and Corruption:**

It is required that Agencies/Contractors participating in the project adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. The Client:

- a) Defines the terms set forth below as follows:
- i. "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly or anything of value to influence the action of a public official or members of the Evaluation Committee, in the selection process or in contract execution;
  - ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - iii. "collusive practices" means a scheme or arrangement between two or more Agencies with or without the knowledge of the Client, designed to establish prices, artificial, non-competitive levels;
  - iv. "coercive practices" means harming or threatening to harm, indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract;
- b) Will reject a proposal for award, if it determines that the Agencies recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question:

**5.14 Only one Proposal:**

An Agency /Contractor may only submit one proposal. If any Agency submits or participates more than one proposal, all such proposal shall be disqualified.

**5.15 Proposal Validity:**

Proposal must remain valid for 180 days from the last date of bid submission. The client will make its best effort to complete negotiations within this period. Agency who do not agree, have the right to refuse to extend the validity of their Proposals, under such circumstances, the client shall not consider such proposal for further evaluation.

**5.16 Preparation of Proposals:**

- i. The Proposal as well as all related correspondence communicated by the Agencies and the Client, shall be written in English
- ii. In preparing their Proposal, Agencies are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- iii. The Proposal consists of two parts (i) Technical Proposal and (ii) Financial Proposal

**5.17 Minimum Eligibility Criteria:**

Agencies failing to meet criteria or not submitting requisite proof for supporting of minimum eligibility criteria are liable to be rejected summarily.

**Table No.1**

Sl. No.	Criteria	Documentary Evidence to be Submitted in Technical Bid
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1	Name & Address of the Agency (Sole-proprietorship) / Partnership Firm / Company	
2	Registration details:	1.Registration Certificate. 2.PAN Card 3.GST Registration Certificate 4.Bank account & RTGS details.
3	Minimum 10 years' experience in Constructing, Operating and Maintaining ropeway system with similar nature of work in Govt./ Private or Public Sector undertakings	Work Orders/ Commissioning Certificates/Invoice issued by/to the Client
4	The Agency (Sole-proprietor / Firm / Company) should have minimum Average annual turnover of Rs.8 Crore/- for last 3 years	The Average turnover certificate should be certified by a Chartered Accountant
5	The Agency (Sole-proprietor / Firm / Company) should have minimum Net worth certificate of Rs.2 Crore/- for each year for last 3 years	Net worth certificate should be certified by a Chartered Accountant
6	Brief write up of the relevant business activities under taken so far and an overview of the expertise / potential available with the Agency.	To be submitted
7	The Agency (Sole-proprietor / Firm / Company) should not have been blacklisted/banned by the Central/State Governments or PSU.	Self-Certification in shape of affidavit to be furnished with stamp paper.
8	Submission of undertaking for Bid terms & conditions acceptance.	Submission on letter head
9	Earnest Money Deposit( EMD) of Rs.1,00,000/- (rupees one lakh) only in the form of Demand Draft in favor of The Commissioner, Sambalpur Municipal Corporation, Sambalpur	To be submitted with Technical Bid Document.
10	Bid Cost of Rs.10,000 (Rupees Ten thousand) only in the form of Demand Draft in favor of The Commissioner, Sambalpur Municipal Corporation, Sambalpur	To be submitted with Technical Bid Document.

#### 5.17 Technical Proposal Format and Content:

Applicant Agency/Contractor are required to fill the Technical Evaluation Form. The filled up Technical Evaluation Form and the corresponding Tech Form (In Section 6) should be enclosed in a separate envelop along with all necessary/supporting document to justify the minimum eligibility criteria. The supporting documents have to be produced in original by the Agencies, if and when demanded by the Client. Submission of the wrong type of Technical Proposal will result in the (Proposal being deemed non-responsive.

The formats of the Technical Proposal to be submitted in Appendix A-K.

#### 5.18 Financial Proposals

The Financial Proposal shall be prepared using the attached Financial Proposal Form. The financial proposal shall not include any conditions attached to it and if received, then any such conditional financial proposal shall be rejected.



### 5.19 Tender Fee/ Bid Cost

A Bid Cost Rs. 10,000/- (Rupees ten thousand) only in the form of Demand Draft (D.D.) made from any nationalized / scheduled bank in favor of "Commissioner Sambalpur Municipal Corporation" Payable at Sambalpur must be submitted along with the Proposal.

### 5.20 Earnest Money Deposit:

- i. An EMD of Rs. 1,00,000/- (Rupees one lakh) only in the form Demand Draft in favour of the Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur must be submitted along with the Proposal.
- ii. Proposals not accompanied by EMD and Bid Cost shall be rejected as non-responsive.
- iii. No interest shall be payable by the Contracting Authority for the sum deposited as earnest money deposit.
- iv. No bank guarantee will be accepted in lieu of the earnest money deposit.
- v. The EMD of the unsuccessful bidders would be returned back within one month of signing of the Agreement

The EMD shall be forfeited by the Contracting Authority in the following events:

- i. If proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- ii. If the Proposal is varied or modified in a manner not acceptable to the Contracting Authority after opening of proposal during the validity period or any extension thereof.
- iii. If the organization/agency tries to influence the evaluation process.
- iv. If the First ranked organization/ agency withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

### 5.21 Security deposit and Performance Bank Guarantee

- I. The agency is required to submit a performance bank guarantee of Rs.50/- lakh (Rupees fifty lakh) against the asset for the contract period within 15 days from the issue of LOA by SMC.
- II. SMC shall issue a Letter of Award (LoA) along with the Draft Contract Agreement to the selected Bidder within 15 days from the opening of the financial proposals. Within 15 days of such issuance, the selected Registered Agency/ Registered Firm/Contractor provider is required to submit a Security Deposit in the form of SDR pledged in favor of SMC or Bank Guarantee for an amount equivalent to 1<sup>st</sup> year license fee of the contract value during the contract period and enter into the contract agreement with SMC and start the work on an immediate basis. The agency shall pay the stamp duty for the agreement.

### 5.22 Submission, receipt and opening of proposals

- a. The proposal (Technical Proposal and Financial Proposal) shall contain no interlunation or overwriting except as necessary to correct errors made by the Applicant Agencies/ Contractors themselves. The under-signee person for the proposal must provide his initial beside such corrections. Submission letters for the Technical Proposal and Financial Proposals should respectively be in the format specified.
- b. An authorized representative of the Applicant Agencies shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Technical and Financial Proposals or in any other form demonstrating that the representative has been dully authorized to sign.
- c. The Bid Cost, EMD, including all the Tech Forms and supporting documents shall be placed in a separate sealed envelope clearly marked "TECHNICAL PROPOSAL".

Similarly, the Financial Proposal including the Financial Form shall be placed in a separate sealed envelope clearly marked "FINANCIAL PROPOSAL". All the two sealed envelopes shall be placed in an outer large envelope and sealed. This outer envelope shall bear the submission address and shall be clearly superscripted with "Bid Documents for selection of Agency for Operation and Maintenance of Ropeway at Hirakud, Sambalpur". The Client shall not be responsible for misplacement, loss or premature opening if the outer envelope is not



sealed and/or marked as stipulated. The circumstances may also be deemed as fit case for Proposal rejection. If the Proposal is not submitted in separate sealed envelopes duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- d. The Proposals must be sent to the address indicated and received by the Client no later than the time and the date of submission, or any extension to this date in accordance with corrigendum. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- e. From the time, proposals are opened to the time the Contract is awarded, the Agencies should not contact the Client on any matter related to its Technical and/or Financial Proposal, any effort by Agencies/Contractor to influence the Client in the examination, evaluation, ranking of proposals and recommendation for award of Contract may result in the rejection of the Agencies/Contractor Proposal.
- f. Proposals are to be submitted through speed post / registered post (India Post) only. Proposals submitted by any other means will not be accepted.

#### **5.23. Evaluation of Technical Proposal**

- a. A Bid Evaluation Committee (BEC) will be constituted by the Client for the purpose of evaluation the proposals.
- b. The BEC shall open & evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference.
- c. The Bid Evaluation Committee while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation process is concluded, and the competent authority accepts the recommendations.
- d. Agencies shall also make a presentation on its relevant skill, competencies, past experiences including the plan and modalities for the assignment before the Bid Evaluation Committee, which will be evaluated.
- e. A Proposal may be rejected at any stage if it does not respond to important aspects of the RFP and particular the Terms of Reference or if it fails to achieve the minimum technical score indicated below
- f. The Committee shall determine the approach and methodologies for the issues, which may arise during the evaluation exercise and have not been addressed in this RFP. The decision of the Committee shall be final and binding on all the Bidders.

#### **5.24. Negotiations:**

Negotiation will be held at the address indicated above. The invited Agency will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client Proceeding to negotiate with the next-ranked Agency. Representatives conducting negotiations on behalf of the Agency must have written authority to negotiate and conclude a Contract.

##### **a) Technical Negotiations**

Negotiation will include a discussion of the Technical Proposal including the proposed approach and methodology, work plan, and organization and staffing, and any suggestions made by the Agency to improve the terms of reference. The Client and the Agency will finalize the Terms of reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities requires from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which shall by the Client and the Agency.

##### **b) Financial Negotiations**

After the technical negotiations are over, financial negotiation will be carried out in order to discuss any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under ordinary



circumstances, the financial negotiation shall not result in an increase in the price originally quoted by the Agency. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor proposed until rates.

**c) Conclusions of Negotiation**

Negotiation will conclude with a review of the draft Contract. To complete negotiations the Client and the Agency will initial the agreed Contract. If negotiations fail, the Client will invite the next-ranked Agency to negotiate a Contract, if necessary.

- d)** In case any supplementary agreement as and when required this may be executed with concurrence of both the parties for execution and additional work within the scope of main contract.

**5.25. Award of Contract:**

- a) After completing negotiations, the Client shall issue a Letter of Intent to the selected Agency.
- b) The Agency will sign the agreement after fulfilling all the formalities/pre-conditions within 15 days of issuances of the letter of intent. The Agency shall pay the stamp duty for the agreement.
- c) The SMC, Sambalpur reserves the right to accept or reject any or all bids to cancel / withdraw the invitation or to annul the bidding process at any time prior to Award of Contract, without assigning any reason thereof. SMC, Sambalpur shall bear no liability whatever the consequent upon such a decision nor shall SMC, Sambalpur have any obligation to inform the affected bidder or bidders against any action.

**5.26. Confidentiality:**

Information relating to evaluation of Proposals and recommendations award shall not be disclose to the Agencies who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Agency of confidential information related to the process may result in the rejection of its Proposal.

**5.27. Data Security & Prevention of Fraud:**

The agency will undertake that all process and standards are being followed to ensure that the data is secured and is immune to any fraudulent activity.

**5.28 Legal matter, including copy rights of Content:**

Agency will have the responsibility of ensuring that all content featured / published on the basis of this assignment is free of legal encumbrance including of copy rights issue. SMC will not have any responsibility in this matter.

**5.29. Competent Authority:**

The Commissioner, Sambalpur Municipal Corporation shall be the competent authority for this project. The powers of the Competent Authority will be as under:

1. May amend RFP documents during the proposal evaluation process. Any amendments will be conveyed to the short-listed organization / Agency;
2. Modify scope of work at the time of the award of the contract. Such modifications will be discussed and agreed with the Agency.
3. At discretion during evaluation of bids, request an Agency for clarification on its proposal. This request will be in writing and the Agency should respond in writing. No change in price or substance of the bid shall be sought, offered or permitted at this stage.
4. The competent authority reserves the right to accept or reject any / all proposal partially or fully without assigning any reason thereof. The decision of the Competent Authority shall be final and binding on all the Bidders.
5. Any dispute in this regard subject to Sambalpur jurisdiction only.



**TECHNICAL PROPOSAL - STANDARD FORMS**

(To be submitted on letter head of the bidder duly signed by authorized signatory)

Date.

To,  
The Commissioner,  
Sambalpur Municipal Corporation,  
Sambalpur-768006, Odisha.

Subject: Selection of a Registered Agency/ Registered Firm/ Contractor for operation and maintenance of ropeway from Gandhi Minar to Jawahar Udyan at Hirakud at Sambalpur District

Sir,

We have examined in detail and have understood the terms and conditions stipulated for eligibility of the Applicant in the RFP Document issued by SMC. We agree and undertake to abide by all the scope of works, terms and conditions in the document. We hereby submit all the necessary information and relevant documents during submission of our RFP, we undertake, if our Proposal is accepted, to deliver services as specified in the RFP document. We acknowledged that we have not, during the last three years, failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract. We are enclosing Document Fee of INR 10,000/- in the form of Demand Draft (DD No.....Dt..... drawn on ..... ) payable to the Commissioner, Sambalpur Municipal Corporation at Sambalpur. We are submitted Bid Security Declaration to the Commissioner, Sambalpur Municipal Corporation at Sambalpur.

As per RFP the validity of the proposal is 180 days from the last date of submission of proposal and we agree that the proposal is unconditional. We understand that SMC reserves the right to reject any application without assigning any reason thereof.

Yours Faithfully,

Signature of Authorized Person and  
seal Name and Designation  
Name of the Company

## BIDDER'S PROFILE

1. Name of the Registered Agency/ Registered Firm/Contractors:
2. Year of Establishment: (Registration Number & Certificate to be enclosed)
3. Registered address of Office:
4. PAN & GST No.:
5. Telephone No. & Fax No:
6. E. Mail Address:
7. Brief description of background of the Registered Agency/ Registered Firm/ Contractors/for this assignment.
8. No. of years of proven experience of providing similar services \_\_\_\_\_  
(submit documentary evidence)
9. Average Annual turnover of the Applicant (in INR) during the last three Financial Years. (Please attach copy of three Audited Financial Statements and annual Income Tax return Document of last three financial year)

Financial Year	Annual Turnover (INR)
2021-22	
2020-21	
2019-20	

Signature of Authorized Person and  
seal Name and Designation  
Name of the Company



**APPENDIX-C**

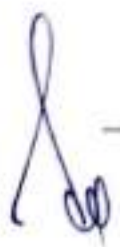
**PROJECT EXPERIENCE**

**THE BIDDER TO SUBMIT THE SIMILAR PROJECT EXPERIENCE AS UNDER  
AND ALSO GIVE DETAILS AS PER FORMAT GIVEN HERE**

SN	Name of Client and Address	Project details	Total Value of Project cost in Rs.	Work order issued/Agreement signed on (date) (Attach Work Order and Commissioning Certificate)	Financial Year of Implementation With contract date

**Note: The self-attested photo copy of work order/Agreement/performance certificate should be attached**

**Signature of Authorized Person and seal**



**Annual turnover certificate**

**To**

**The Municipal Commissioner  
Sambalpur Municipal Commissioner**

**Subject: Annual Turnover certificate**

Average Annual turnover of (in INR) during the last three Financial Years. (copy of three Audited Financial Statements and annual Income Tax return Document of last three financial year are attached)

<b>Financial Year</b>	<b>Annual Turnover (INR)</b>
2021-22	
2020-21	
2019-20	

**Place:**

**Date:**

**Signature of the Bidder  
Name/Organization  
Seal**





**APPENDIX-E**

**Net worth certificate**

**To**

**The Municipal Commissioner  
Sambalpur Municipal Commissioner**

**Subject: Net worth certificate**

Annual Net worth certificate of (in INR) during the last three Financial Years.  
(copy of three Audited Financial Statements and annual Income Tax return Document of  
last three financial year are attached)

Financial Year	Net Worth (INR)
2021-22	
2020-21	
2019-20	

**Place:**

**Date:**

**Signature of the Bidder**

**Name/Organization**

**Seal**

**APPENDIX-F**

**BRIEF WRITE-UP**  
**IN BIDDER LETTER HEAD**

**To**

**The Municipal Commissioner  
Sambalpur Municipal Commissioner**

**Subject: Brief write-up about my company/ Registered Agency/Firm/ contractor  
(within 500 words)**



**Place:  
Date:**

**Signature of the Bidder  
Name/Organization  
Seal**

*[Handwritten signature]*



**APPENDIX-G**

**UNDERTAKING FOR NON-BLACKLISTED**

(On the Stamp Paper of appropriate value in shape of affidavit from the Notary/Magistrate/Oath Commissioner regarding non-blacklisting)

I, hereby undertake that, our organization has not been blacklisted/debarred by any of the Central/ State Government Department/ Office or by any Public Sector Undertaking (PSUs).

Yours sincerely

Authorized Signature  
(in full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address:

**CERTIFICATE OF NO RELATIONSHIP CERTIFICATE**

I/We hereby certify that I/we am/are related/not related to any officer of the Sambalpur Municipal Corporation in the rank of Deputy Commissioner or above. I/we am/are aware that if facts to be proved false my/our contract will be rescinded with forfeiture of EMD I/We shall be liable to make good loss or damage resulting from such cancellation.

**Full Name of the Applicant-**

**1. Address for correspondence**

Phone No-

Alternative phone No-

**2. Permanent Native address**

Village-.....

Post...../ Dist.....

Pin code.....

**Signature of the applicant**





**APPENDIX-I**

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF QUOTATIONED OR ABANDONMENT OF WORK BY THE QUOTATIONER**

1. Is the bidder currently involved in any litigation relating to the works

Yes/ No

If yes: give details:

2. Has the bidder or any of its constituent partners been debarred!

Yes/ No

Expelled by any agency in India during the last 10 years.

3. Has the bidder or any of its constituent partners failed to perform on any contract work in Sambalpur Municipal Corporation If yes, give details:

Yes/ No

**Note:**

**If any information in this Appendix is found to be incorrect or concealed qualification application will be summarily be rejected.**

**Signature of the applicant**



**APPENDIX-I**

**UNDERTAKING**

(On the Bidder's Letter Head regarding not have any pending judicial proceeding for any criminal offences)

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor/Director/ Persons to be deployed by our company.

I/we further certify that Proprietor/Director/Personnel/Manpower to be deployed by our company have not been convicted of any offence in any Court in India during the recent past. I understand that am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely

Authorized Signature

(in full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address:



**Declaration for No Conflict of Interest**

We undertake that, in competing for (and, if the award is made to use, in executing) the project, we strictly observe the laws against fraud and corruption in force in India namely "prevention of corruption act, 1988" and its subsequent amendments thereof.

We hereby certify and confirm that in the presentation and submission of our bid, 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 regard 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 bid.

Dated this ..... day of ....., 2023

Name of the bidder

Signature of the Bidder/Authorized person

Name of the Authorized person

Part-II  
FINANCIAL PROPOSAL

To

Municipal Commissioner  
Sambalpur Municipal Commissioner

Subject: Financial Proposal for Selection of suitable agency for Operation & maintenance of Ropeway, Hirakud, Sambalpur.

Sir

I, the undersigned, offer to provide the O&M services of Ropeway site at Jawahar Udyan, Hirakud in accordance with your "Selection of a Registered Agency/ Registered Firm/ Contractor for operation and maintenance of ropeway from Gandhi Minar to Jawahar Udyan at Hirakud at Sambalpur District".

Request for Proposal No. \_\_\_\_\_, Dated: \_\_\_\_\_. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures\*]*. This amount is inclusive of all the statutory dues.

I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of **180 days**. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

I understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Authorized Signatory *[In full and initials]*:

Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

*\*Amount must match with the one indicated in Fin-2 (Table-1).*



FIN-1

**Selection of a Registered Agency/ Registered Firm/ Contractor for operation and maintenance of ropeway from Gandhi Minar to Jawahar Udyan at Hirakud at Sambalpur District**

Sl No	license fee to be paid to SMC (Year-wise)	Minimum license fee amount (Rs.)	Quoted license fee Amount (Rs.)	Quoted license fee Amount in words
1	2023-24	8,00,000/-		

Note: The license fee shall be increased by 10% per annum on the approved price every year. After three years, in case the same selected agency awarded for O&M of the passenger Ropeway for subsequent two years through extension, then the same increase of 10% of norm will be applicable.

**Authorized Signatory [In full and initials]:**

**Name and Designation of Signatory with Date and Seal:**

**Address of the Bidder:**