



Sambalpur Municipal Corporation Sambalpur (Odisha)

Email Id : Sambalpurm.hud@nic.in
Notice No. 7815 / SMC

Phone No. 0663-2411012
Date: 28.08.2023

PUBLIC NOTICE

Expression of Interest (Eoi) through single bid system is invited from NGOs, Community based Organization/Agency and other similar organizations registered under the Societies Registration Act and operating in Sambalpur for operation and maintenance (O&M) of **Rajghat Crematorium at Mandlia.**


The maintenance of Crematorium requires a spirit of service and ability to take care of persons who come to pay their homage to the departed souls, apart from the management of day to day activities with certain terms and condition.

Bidders are required to submit the bids in sealed Cover that must reach the undersigned on or before 14.09.2023, 5.30 p.m. by Speed Post/ Regd. Post/ Courier only.


Sl no.	Bidding Schedule	Dateline
1	Date of Issue	28.08.2023
2	Bid due Date & Time	14.09.2023 up to 5.30pm
3	Opening of Technical Bid	15.09.2023 at 4.30pm


Commissioner
Sambalpur Municipal Corporation


Memo No. 7816 / SMC Dt. 28.08.2023
Copy submitted to MIS, SMC, Sambalpur to upload in SMC website.


Commissioner
Sambalpur Municipal Corporation

Memo No. 7817 / SMC Dt. 28.08.2023
Copy submitted to The Project Director, DRDA, Sambalpur /Sub Collector, Sambalpur /Tahasildar, Sadar Sambalpur with a request to display the notice in their office Notice Board for wide publication.


Commissioner
Sambalpur Municipal Corporation

Memo No. 7818 / SMC Dt. 28.08.2023
Copy submitted to the Collector-cum-Administrator, SMC for kind information.


Commissioner
Sambalpur Municipal Corporation



**SAMBALPUR MUNICIPAL
CORPORATION**

**REQUEST FOR
PROPOSAL**

**SELECTION OF SUITABLE
REGISTERED AGENCY/REGISTERED
FIRM/CONTRACTOR/NGO**

FOR

**OPERATION AND MAINTENANCE OF
MANDLIA CREMATORIUM (RAJGHAT)**

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CHAPTER-I

Instruction to the Bidder

A. General

1. Location

The service shall be performed in the entire Sambalpur Municipal Corporation area at Mandalia Crematorium (Rajghat).

2. BID description

SMC intends to engage agencies through an open competitive bidding process in accordance with the procedure set out herein.

In accordance with the provisions, the Operators are required to be engaged for Door to door collection & transportation of MSW in the corporation area.

3. Service Period

The Agency shall be appointed for operation and maintenance of Mandalia Crematorium project initially for 03 (three) years. The engagement period may be extended further 2years (one year at a time) based on satisfactory performance of the Agency during last three years.

4. Site visit and Due diligence by Bidder

a. Intending Bidder is encouraged to gather full information about the assignment the local conditions, applicable law and any other relevant information, before submitting the Bid Document, by paying a visit to SMC area and the Project site.

b. Bidder can also meet the Municipal Authorities and Sanitation cell during office hours on any working day prior to submission of the Bid to gather information about the project.

5. Availability of Bid Document

Bid Documents can be downloaded from the official website www.smcsambalpur.ic.in .

6. Validity of the Bid

The Bid shall be valid for a period of not less than 180 (one hundred eighty) days from the due date of submission of Bid Documents.

7. Bid data

Availability of Bid document	Bid document can be downloaded from the official website www.smcsambalpur.nic.in of SMC
Cost of bid document	Rs.6,000/- which is non refundable
Earnest money deposit	Rs.10,000/- (Rupees ten thousand) refundable to the unsuccessful bidder
Downloading of bid document	28.08.2023 to 14.09.2023
Date of pre bid meeting	08.09.2023
Place of pre bid meeting	Conference Hall SMC
Last date of receipt of filled up bid document	14.09.2023 up to 5.30pm
Date and time of opening of bid	15.09.2023 at 4.30pm

8. Communication

All communication including the submission of bid document should be addressed to

Address for communication

The Commissioner
Sambalpur Municipal Corporation
Durgapali, Sambalpur, Odisha
Pin-768006
Email :- sambalpurm.hud@nic.in

All communications, including the envelopes, should contain the following information which to be marked at the top in bold letters:-**"BID DOCUMENT FOR OPERATION AND MAINTENANCE OF MANDLIA CREMATORIUM"**

9. Eligibility

The bidders are eligible to participate in the bid subject to fulfilment of both technical & financial eligibility criteria as detailed below. The bidder shall submit **credential certificate** from the Authority in support of proof of their eligibility, along with bid.

Sl. No.	Criteria	Documentary Evidence to be Submitted in Technical Bid
1	Name & Address of the Agency (Sole-proprietorship) / Partnership Firm / Company/NGO	
2	Registration details:	1.Registration Certificate. 2.PAN Card 3.GST Registration Certificate 4.Bank account & RTGS details.
3	The bidder should have valid labour license, EPF and ESI registration	Valid document to be submitted
4	Experience in provide operation and maintenance service for crematorium, park or other related activities.	In any of the govt. institution for at least one year in last three years. (with supporting document and experience certificate from respective institute)
5	The Agency (Sole-proprietor / Firm / Company/NGO) should have minimum Average annual turnover of Rs.50lakh/- for any 3 years within last five years	The Average turnover certificate should be certified by a Chartered Accountant
6	The Agency (Sole-proprietor / Firm / Company/ NGO) should have minimum Net worth certificate of Rs. 20lakh/- for any 3 years within last five years	Net worth certificate should be certified by a Chartered Accountant
7	Local office	Proof or undertaking in bidder letter head for opening branch office within one month of receiving of LOA
8	Income Tax return for the last 3 years	
9	Audited P/L & B/S in support of financial eligibility criteria	
10	The Agency (Sole-proprietor / Firm / Company/ NGO) should not have been blacklisted/banned by the Central/State Governments or PSU.	Self-declaration Certificate in shape of affidavit to be furnished with stamp paper.
12	Submission of undertaking for Bid terms & conditions acceptance.	Submission on letter head
13	Earnest Money Deposit(EMD) 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.
14	Bid Cost of Rs.6,000/- (Rupees six thousand) only in the form of Demand Draft in favour of The Commissioner, Sambalpur Municipal Corporation, Sambalpur	To be submitted with Technical Bid Document.

Technical eligibility criteria

- a) A bidder may be Company/trust/ society/ NGO/government owned entity/individual/ proprietary registered under relevant statute and in operation for at least 3 year.
- b) Bidders should have experience of managing crematorium activities or other related activities like Park etc.
- c) The bidder should have valid labour license, EPF and ESI registration
- d) The bidder should have a valid PAN and GST registration certificate

Financial eligibility criteria

- a) The bidder should have minimum average annual turnover of Rupees 50 lakh during last three financial years. The bidder has to provide audited financial report and auditor's certificate in support of the turnover.

10. History of Litigation and Criminal Record:

- a) If any criminal cases are pending against the bidder or member at the time of submitting the bid, then the bid shall be summarily rejected. The bidder shall submit an affidavit in negation of the above.
- b) In case it is detected at any stage that the affidavit is false, he will abide by the action taken by the Authority. He will however, be given suitable opportunity to offer his explanation before action is taken against him.

11. Other Requirements:

- a) Even if the bidder qualifies in technical & financial criteria, his bid shall be summarily rejected if the bidder is found to have misled or made false representation in the form of any of the statements submitted in proof of the eligibility and qualification requirements.
- b) The bid shall also be summarily rejected if the bidder has been blacklisted /barred by a Authority in the past or has a record of non-performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion or financial failure.
- c) In addition to the above, even while executing the work, if it is found that the service provider produced false / fake certificates in his bid, he will be blacklisted and the contract may be terminated at the discretion of Authority.

12. List of document to be submitted along with the bid

- I. Bid cost
- II. Earnest money deposit
- III. Work experience in provide operation maintenance of crematorium or other related activities.
- IV. PAN & GST registration certificate copy
- V. Bidders legal status document
- VI. Local office Proof or undertaking in bidder letter head for opening branch office within one month of receiving of LOA
- VII. Labour license, EPF & ESI registration copy
- VIII. Audited P/L & B/S in support of financial eligibility criteria
- IX. Bidder's net worth certificate from chartered accountant
- X. Income Tax return for the last 3 years
- XI. Brief organizational structure and profile of the bidder
- XII. Power of attorney
- XIII. Bidders detail as per schedule

13. Certificates/Documents attestation & verification:

All Certificates/ Documents submitted should be duly self certified and original shall be produced as and when required to verify the copies of statements and other information furnished along with bid. Failure to produce original documents in time will lead to disqualification.

14. Cost of Biding:

The bidder shall bear all expenses associated with the preparation and submission of bid.

15. Amendment of Bid Documents:

- a) At any time prior to the date line for submission of bids, the Authority may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective bidders, modify the bid documents by issuing an Addendum. Such addenda will be binding upon all bidders.
- b) In order to afford prospective bidders reasonable time to take such addenda into account in preparing their bids, the Authority at his discretion, may extend the date line for the submission of bids, if necessary.

16. Preparation of Bid

- a) All documents relating to the Bid shall be in the English language.
- b) The bid documents along with financial bid should be placed in single cover by super scribed "RFP for Operation and Maintenance of Mandlia Crematorium)
- c) All documents stipulated in the RFP.
- d) The bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the services to be provided and of the prices quoted in the financial bid, which shall cover all his obligations under the contract and all matters and things necessary for the successful accomplishment of the services/ assignments.
- e) The Proposal as well as all related correspondence exchanged by the Authority & the bidder shall be written in English language.
- f) In preparing the proposal, the bidder is expected to examine in detail the documents comprising the bid document. Material deficiencies in providing the information requested may result in rejection of a proposal.

17. The Financial offer:

- a) The services shall be provided as described & elaborated in the terms of reference (ToR). The bidders shall quote their offer on monthly rate including all labour cost & consumables' basis for the services in the prescribed format of the bid document. Price bid in no other format shall be accepted.
- b) The offer shall be inclusive of all costs associated with the assignment including remuneration towards manpower, fees, cost of Petroleum, Oil, Lubricants (POL) & driver wages for dead body carrier vehicles if provided by SMC, T&P, logistics, hardware, consumables, infrastructure backup etc. The offer shall also be inclusive of all Duties, Levies, Taxes, Cess etc. of the Central and State Govt.
- c) Further it shall also include all other expenses incidental thereto for successful accomplishment of the services in conformity with the ToR.
- d) The bidders should make realistic assessment of the nature of work and the extent of technical, managerial and resources inputs required to carry out the services included in the ToR, diligently to achieve high quality outputs & deliverables within the stipulated time, and quote their offer accordingly.
- e) The rate quoted by the Bidder shall remain firm till the validity period or extension thereof.
- f) The maximum price to be quoted by the bidder is **Rs.2,29,502/- (Rupees two lakhs twenty nine thousand five hundred two only)** which includes GST and all other taxes.

- g) If the selected agency will be provided a dead body carrier vehicle by SMC, then the agency shall pay Rs.10,000/- per month to SMC. The agency will be authorized to use the vehicle as dead body carrier and will collect Rs. 700/- as user charges for each trip (to & fro) by providing the money receipt. The detail information of this service will be provided to SMC by the Agency along with the bill at end of every month.

18. Bid Validity:

- a) The bid will remain valid for a period of 180 (One Hundred Eighty) days from the last date of submission of Bid. The Authority will make its best effort to complete the process and issue LOA within this period. However, if a need arises; the Authority may request the bidder to extend the validity period of the proposal.
- b) A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his EMD.
- c) A Bidder who withdraws his bid without a valid reason (to be decided by the authority competent to accept the bid) shall be disqualified for bidding further works under SMC with forfeiture of EMD.

19. Authorisation, Corrections, Erasures etc. in Bid Document:

- a) The bid document shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the bidder to the contract. Proof of authorization shall be furnished in the form of a certified copy of Power of Attorney, which shall accompany the bid. All pages of the bid where entries or corrections have been made shall be initialled by the person or persons signing the bid.
- b) The completed bid shall be without any alterations, overwriting, inter-relations or erasures except those which accord with instructions given by the Authority or as may be necessary to correct errors made by the bidder and in the later case, any such correction shall be initialled by the person or persons signing the bid.
- c) A bidder is eligible to submit only one bid.

20. Earnest Money Deposit:

- a) The Bidder shall furnish Earnest Money Deposit (EMD) for an amount of Rs.10,000/- (ten thousand), along with the bid document. This EMD must be in the form of Demand Draft in favour of "Commissioner, Sambalpur Municipal Corporation" payable at Sambalpur.
- b) The EMD of unsuccessful bidders shall be returned without any interest after the bid is finalized in all respect.
- c) The earnest money deposited by the bidders will not carry any interest and it will be dealt with as provided in the conditions stipulated in the bid.
- d) The EMD shall be forfeited if a successful bidder fails to sign the agreement for whatever reason, or a bidder withdraws the bid during the validity period of bid, or any other reason specified in the bid document.
- e) The EMD shall be forfeited if the bidders fail to provide the service within the given timeline.

21. SUBMISSION OF BIDS

I. Dateline for Submission of Bids:

- a) Bids shall be received in the office of the officer designated by the date & time mentioned in the bid data. The bid may be submitted by Registered Post/ speed post/courier only to the specified address mentioned above. The risk and responsibility for loss, delay, damage to the seal etc. shall be of the bidder. Bid Documents submitted by fax, telex, telegram or e-mail shall not be entertained.
- b) If the date of submission of bids is declared a holiday the next working day will be treated as the last date for submission of bids.
- c) The Authority may, at his discretion, extend the dateline for submission of bids by issuing an amendment in accordance above, in which case all rights and obligations of the Authority and of the bidders which were previously subject to the original dead line shall thereafter be subject to the new dead line as extended.

II. Late Bids:

Any bid received after the time and date fixed for submission of bids as stated in bid data, or as subsequently extended by the Authority, will not be considered for evaluation.

III. Withdrawal of Bids:

Withdrawal of a bid by a bidder during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid shall result in the forfeiture of the EMD pursuant to relevant Clause.

IV. Clarification on documents submitted by bidders:

To assist in the scrutiny, evaluation and comparison of the bids, the Authority may ask bidders, individually for clarification on their bid document. The request for clarification and response shall be in writing or by mail. However, no change in the bid amount/ rate or substance shall be sought, offered or permitted by the Authority during the evaluation of the bid.

22. AWARD OF CONTRACT

I. Authority's Right to accept and to reject any or all Proposals

- a) The evaluation committee does not bind itself to accept the lowest bid.
- b) Right to Accept or Reject any or all Bids:

Notwithstanding any of the provisions above, the Authority reserves the right to accept or reject any bid, annul the bidding process, reject all bids at any time, at any stage prior to the award of contract without assigning any reasons thereof.

II. Award Criteria:

- a) The Authority may call the lowest bidder for negotiation. After completing negotiation, the client shall award the contract to the successful bidder/ bidders.
- b) The bidder is expected to commence the assignment within 07 days of receiving of LOA.

III. Notification of Award:

Prior to the expiration of the Bid validity period, Authority will notify the successful bidder by letter in mail or in some other written form, that his bid has been accepted. This letter, herein after called "Letter of Acceptance (LoA)". will constitute notification of the intention of the Authority to enter into contract with the bidder for the services under this contract, the bid rates which apply to this contract and the performance security amount to be deposited by the successful bidder.

IV. Performance Security against the service

- a) Within 15 (Fifteen) days of the receipt of LOA from Authority the successful Bidder shall furnish the Performance Security for an amount equal to Rs.01lakh/- (Rupees one lakh only) value, in the shape of Bank draft/ Bank Guarantee, in favour of Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur. The BG shall be as per Performance Security Format. The Performance security BG shall be valid till 3 months beyond the contract completion date.
- b) In the event of request from the successful bidder the Earnest Money Deposit can be adjusted towards the performance security and the rest amount is to be paid in shape of bank draft/bank guarantee in favour of Commissioner, Sambalpur Municipal Corporation within the stipulated period.

- c) Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract within the stipulated time shall constitute sufficient grounds for the annulment of the award/ LoA, rejection of the bid and forfeiture of the EMD. In such an event the bidder will have no claim on the Authority and Authority has the option of considering the next lowest qualified Bidder for negotiation & award.

V. Signing of Agreement:

On receipt of the LoA, the successful bidder shall sign the agreement with the Authority within 07 (seven) days from the date of issue of LoA. This RFP will form a part of the agreement.

CHAPTER-II
TERMS OF REFERENCE

I. Scope of Work

1. They will maintain the cremation ground/crematorium to the satisfaction of SMC and will not utilize it for any other purpose. The crematorium will be functioned 24 x 7 basis.
2. They will not be allowed to use the premises to put up boards /hoardings.
3. They can inscribe board as "Rajghat Cremation ground, Mandlia, SMC" maintained by _____(the Registered Trust/Welfare Association/Societies/NGOs)
4. They will not make any addition/alterations in the structure. Any such work should be directly related to the purpose of cremation and prior approval of SMC should be taken before doing such work.
5. MOU shall be initially for a period of 3 year. After assessing its functioning, if satisfactory, further extension may be granted for 02 years, 1year at a time.
6. SMC has the right to cancel/terminate the MOU after giving prior notice of one month.
7. The representative of Corporation will sort out all the disputes /differences which will be binding on the Organization/Agency, if any with the MOU.
8. SMC will not be responsible for the losses of the Organization/Agency by way of the functioning /theft/natural calamity.
9. Any instruction/orders issued by the SMC will be strictly followed by the Organization/Agency.
10. The Deputy Commissioner/ Nodal Officer (Corporation Asset)/ City Health Officer of Sambalpur Municipal Corporation, Sambalpur shall review the functioning of the said asset from time to time at least twice in a year.
11. Procurement of the Puja Samagri and other related materials (required for rituals/during funeral) and its sale to the public and their arrangement for keeping the same will be done by the Organization. The place can be let out to small vendors

only on part time basis without any obligation rights enforceable on SMC. The organisation can collect the rent. The number of shops will be limited to shopping place provided. Organisation will also display the maximum rate that be charged by priest for final rites. The rate, number of shops will be decided jointly by SMC and organisation.

12. Organization will display a board on prominent place mentioning the rates of materials to be sold to the public and provide the voucher to public for the same.
13. They should maintain cleanliness and hygienic condition of the cremation ground like greenery, flowering, drinking water facility, urinals & toilets etc. to the satisfaction of the SMC.
14. If the selected agency will be provided a dead body carrier vehicle by SMC, then the agency shall pay Rs.10,000/- per month to SMC. The agency will be authorized to use the vehicle as dead body carrier and will collect Rs. 700/- as user charges for each trip (to & fro) by providing the money receipt. The repairing cost of the vehicle shall be borne by the selected Agency.
15. The agency have to dispose unclaimed dead body at free of cost preferably in gas or electric crematorium.
16. They will maintain all the records of development charges collected at the cremation ground/cremation (in case imposed by SMC). The development charges for using crematorium as decided by SMC, Sambalpur will be collected by the Organization/Agency and to be deposited in this office. It will be audited by the SMC and this fund will be utilized for betterment of the Cremation ground/crematorium.
17. SMC will have the right of ownership/control /all rights in the Cremation ground/ Crematorium.
18. In case of breach of any condition by the organization, the SMC Shall be entitled to terminate the MOU and take all control /charge of the Cremation ground/Crematorium.
19. The organization/NGO will have to deposit security amount of **Rs. 1,00,000/- (Rupees one lakh only)** for the maintenance of Crematorium. The Organization/NGO will be responsible for the maintenance of crematorium. The security will be refunded subject to satisfaction of the management of SMC. If any damages occur on account of electric crematorium, the cost will be deducted from security amount after assessment of damages by a committee comprising of Deputy Commissioner/ Nodal Officer, City Health Officer, Executive Engineer of SMC and E.E (WESCO), Sambalpur. If any disputes arise in calculation of damages, the decision taken by the constituted committee will be referred to the arbitration and the decision by the arbitrator shall be binding on both the parties.
20. In the event of dispute covering or arises out of the clause / clauses of MoU, the same shall be resolved through negotiation. Alternatively, the dispute may be referred to the next higher authority for adjudication whose decision shall be binding on both parties. In case either party is aggrieved on the decision of the next

higher authority, the jurisdiction of the court shall be at Sambalpur in the district of Sambalpur, Odisha. Neither party shall competent to bring any case/suit in regard to the matters covered by this agreement before any court of law outside Sambalpur.

21. The organization has to maintain the daily record of the cremations taken place at Cremation grounds and Crematorium & information in this regard has to be sent to City Health Officer/ Nodal Officer (Corporation Asset)/Dy. Commissioner on monthly basis.
22. The organization has to dispose the unclaimed dead bodies as per the instruction of SMC or policy adopted by the Corporation and proper maintenance of the records and report in this regard has to be sent to City Health Officer/ Nodal Officer (Corporation Asset)/Dy. Commissioner, SMC.
23. The organization will send the list of office Bearers if there is any change, to this Office within 10 days of received the work order.
24. The user charges for using electrical crematorium as decided by SMC, Sambalpur will be collected by the Organization/Agency and to be deposited in this Office.
25. The organization has to engage a technically certified person for operation of electrical crematorium and Gas crematorium.
26. The agency will maintain the bone storage facility and ritual hall without demanding any extra cost from the users.
27. The organization will maintain a complaint/suggestion book in the Cremation ground/Crematorium which will be monitored by the City Health Officer/ Nodal Officer (Corporation Asset)/Dy. Commissioner to redress grievance of the public in the functioning of Cremation ground /Crematorium.
28. The SMC authority will pay the electric bills and water charges of the cremation ground.
29. The Organization has to engage following numbers of manpower & machineries for operation and maintenance of the cremation ground.
 - A. Supervisor-01 no.
 - B. Security guard-cum-watch and ward-cum- cleaning-cum-gardening-06 nos.
 - C. For cremation of dead bodies and loading of charcoals on tractor - 6 nos.
 - D. tractor for lifting of waste from pyre (one trip per day at three day interval i.e., for 10 days in a month)-1
 - E. Fuel, repairing and maintenance of Dead body carrier vehicles provided by SMC -01no.

A. Responsibility of the Supervisor:-

- a. Supervision of work of cremation of dead body properly
- b. Supervision of work of manpower engaged
- c. Keeping registration and responsibility of bone collection and handing over

30. The number of manpower engaged at the crematorium may be changed with the requirement of the Authority from time to time with mutual consent of both the parties. Based on the change in number of manpower engaged and modification of duration of O&M of crematorium proportionate deduction or additional payment shall be done based on the approved amount which shall be decided as per the contemporary wage category.
31. A. The Organization/ Agency will supply up to 04 qntls. of firewood for cremation of every dead body & will collect **Rs.2000/- (Rupees two thousand only)** towards supply of firewood for cremation of every dead body and give money receipt for the amount collected. This amount includes firewood, cremation fee and wood carrying fee.
- The rate may be changed by the Authority of SMC from time to time after proper assessment of cost of firewood at nearby OFDC Depot and expenditure towards its transportation to the crematorium sites. The Service provider shall engage their own vehicle and manpower for transportation of fire wood from OFDC depot to the cremation grounds, also from the storage site to the pyre.
- B. The development charges for using crematorium as decided by SMC, Sambalpur will be collected by the Organization/Agency and to be deposited in this office. It will be audited by the SMC and this fund will be utilized for betterment of the Cremation ground/crematorium.
32. If any donation box to be installed by SMC at the crematorium for its development purposes, the agency will take care of it and take responsibility of its protection.
33. CCTV installed in the cremation ground will be maintained and monitored by the Organization/Agency.
34. SMC reserves the right to change the terms and conditions of the agreement as and when required.

II. Payment Schedule

- a. The private operator will submit monthly bill at the first week of subsequent month. After details scrutiny of bills and other deliverable as mentioned below, payment will be made within 15 days of submission of bill. Without the following document bill shall not be entertained by SMC.
- b. The payment will be released only after deposit of development fee for cremation of dead bodies collected by the Agency and Rs.10,000/- towards the dead body carrier vehicle, if provided by SMC.
- c. 05% escalation of approved values is permitted for subsequent years of Operation and Maintenance of the crematorium i.e. from 2nd year and onwards.

CHAPTER-III **CONDITION OF THE CONTRACT**

I. Law Governing the Contract and the Jurisdiction of the Contract:

The contract, its meaning and interpretation and the relation between the parties shall be governed by the applicable law and it shall be subjected to the jurisdiction of the courts, Sambalpur.

II. Headings

The headings shall not limit, alter or affect the meaning of this contract.

III. Effectiveness of Contract:

This contract shall come into force and effect on the date of execution of Contract i.e., signing of agreement and the date of commencement of operation shall be referred as Effective Date.

IV. Commencement of Services:

The Operator shall begin carrying out the services, within 15 days of received of LOA.

Subletting

Subletting of work in part or full is not permitted without prior written approval of the Authority.

Deficiency in Service

As the service is essential in nature and needs immediate attention, the Authority can intervene at any point of time in the greater public interest. In case the Authority observes deficiency in service as listed in ToR and/or non-compliance to Authority instructions, the Authority reserves the right to

1. Intervene in the matter to remedy the deficiency at the cost of the Operator to be recovered from his monthly bill or other dues
2. Terminate the contract as per the provision of the contract

Failure of the Operator to act upon the instruction of SMC within an agreed/justified time frame shall also result in deficiency of service. Communication in form of e-mail instruction note or telephonic/mobile (in case of emergency) shall be deemed to be adequate, just and sufficient in such cases. In the event of intervention by the Authority, the same shall be properly communicated to the Operator.

Responsibility of the Agency

- a. The staff deployed by the agency shall be in proper uniform, well behaved.
- b. The agency will use trolley for clearance of charcoal from the pyres.
- c. The agency shall ensure proper signage, sitting arrangement of visitors and dignified treatment to the dead bodies.
- d. Make fire wood arrangement and always stock sufficient quantity of firewood in the stock yard with cutting as per required size.
- e. Weighing of fire wood and preparation pyre.
- f. Maintenance of cremated body register (contain provided by the SMC) and provide receipt to the customer.
- g. Stock adequate gasoline for GAS crematorium. If electric and gas crematorium shall be installed, the required provisions shall be added through additional agreement with mutual consent.
- h. Place adequate dustbin with the campus of the crematorium. 24 x 7 cleanliness of pyres area, lobby and waiting area, toilets and premises is mandatory.
- i. Always make the crematorium campus clean, beautiful and up keep the garden.
- j. Maintain installed drinking water facility within the campus.
- k. Toilets inside the campus shall be cleaned on daily basis.
- l. Cleaning of septic tank on regular basis.

Penalty Clause as mentioned below:-

Sl no.	Parameter Description	Non-compliance penalty
01	Daily cleanliness	Rs.1000/- per day
02	Cleanliness after cremation and safe disposal	Rs.5000/- per day
03	Gardening	Rs. 500/- per day
06	Maintenance of electricity, Gas, Electric cremation and other machineries installed at wealth centre	Rs.10000/- per day
07	Cleaning of toilets	Rs.1000/- per day
08	Provide drinking water facility	Rs.1000/- per day

Termination of Contract

By the Authority:

The Authority may give not less than thirty (30) days prior written notice of termination to the Operator (except in the events listed in Para (f) below, for which there shall be a written notice of not less than sixty (60) days). Such notice can be given after the occurrence of any of the events specified in paragraph (a) to (e) below to terminate this contract.

- a) If the Operator under achieves any item of performance criteria specified at chapter 2 by less than 40% of the target for any vehicle, for a consecutive period of 2 months.
- b) If the Operator fails to remedy a failure in the performance of their obligations within the time specified by the client or within such further period as the client may have subsequently approved in writing, for at least three times during a year, and a show cause notice has been issued to him to this effect.
- c) If the Operator becomes insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debt or soar go into liquidation or receivership whether compulsory or voluntary:
- d) If the Operator submits to the Authority a false statement which has a material affect on the rights, obligations or interests of the Authority and which the Operator knowingly raised.
- e) If, as a result of Force Majeure, the Operator is unable to perform a material portion of the services for a period of not less than sixty (60) days or;
- f) If the Authority, in its sole discretion and for any reason whatsoever, decided to terminate this contract.

By the Operator:

The Operator may, by giving not less than three months written prior notice to the Authority, Such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) hereunder, terminate this contract.

- a) If the Authority fails to make any payment for consecutive three certified bills.
- b) If, as a result of Force Majeure, the Operator is unable to perform a material portion of the services for a period of not less than sixty (60) days.

Deductions

All taxes, duties and cess required to be deducted at source as per applicable law at the time of payment shall be done by the Authority. The Operator shall provide documentary evidence of payment of all statutory taxes applicable as and when required by the Authority.

Operation of the Contract:

The parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

The parties recognize that it is impossible in this contract to provide for every contingency which may arise during the life of the contract, and the Parties here by agree that it is their intention that this contract shall operate fairly as between them and without detriment to the interest of either party. In absence of clarity in provisions of the contract, the applicable law and/or rules shall govern.

Settlement of Disputes;**Dispute Settlement:**

Disputes which cannot be settled amicably, may be taken up by either party for settlement in accordance with the Applicable Law within jurisdiction of court of Sambalpur.

Continuance of service during dispute settlement

Occurrence or Reference of a dispute shall not annul the contract. The Operator shall continue to provide service and the Authority shall continue to make payments as per their contractual obligation during the dispute settlement process.

In case any rationalization of routes /wealth centres tagging required, the service provider can write a letter to SMC for necessary intervention.

Force Majeure Event

For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes al party's performance of its obligations impossible or so impractical as reasonable to be considered impossible in the circumstances.

Any of the following events which is beyond the control of the party claiming to be overcome or prevent despite exercise of due care and diligence, and result in material adverse effect shall constitute Force Majeure Event.

- a) Earthquake, flood, inundation and landslide;
- b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- c) Fire caused by reasons not attributable to the Operator or any of the employees, or agents of the Operator.
- d) Acts of terrorism
- e) Any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Authority/Operator in respect of the contract in any proceeding, which is non-collusive and duly prosecuted.
- f) Early termination of this agreement for reason of national emergency or national security.
- g) War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.

Force Majeure shall not include:

- a) Any event which is caused by the negligence or intentional action of a party or such party's agents or employees, nor
- b) Any event which a diligent party could reasonably have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

Documents to be submitted in the following manner

COVER-A			
Sl. No.	Documents list	Submitted YES/NO	Page.no.
1	Cover letter- Schedule-1		
2	Bidder information- Schedule-2		
3	Self attested copy of tender document		
4	Tender paper cost of Rs.5,000/-		
5	EMD of Rs.10,000/-		
6	Copy of PAN and GST registration		
7	Labour license copy		
8	EPF registration copy		
9	ESIC registration copy		
10	Audited profit loss and balance sheet		
11	Income tax return of last three years		
12	Bidder turn over certified by CA Schedule-3		
13	Bidder net worth certificate by CA Schedule-4		
14	Work experience Schedule-5		
15	Local address proof or undertaking for opening of branch office as per schedule-6		
16	Undertaking for non-blacklisted as per schedule-7		
17	Certificate of no relationship as per schedule-8		
18	Information regarding current litigation debarring expelling of quotation or abandonment of work by the bidder Schedule-9		
19	Bidder legal status as per schedule-10		
20	Declaration of no conflict of interest Schedule-11		
21	Financial proposal Proposal-1		

- The above format should be the page 01 of the Cover-A
- All the documents submitted by the bidder should be as per above manner.
- Tearing or overwriting of any document found in cover should be rejected.

Cover Letter

To

The Municipal Commissioner,
Sambalpur Municipal Corporation

Sub: Selection of Agency for Operation and maintenance of Mandlia Crematorium in Sambalpur, Odisha

Dear Sir,

With reference to your Invitation for Bid no. _____ dated _____, We having examined the bid document and understood its contents, hereby submit our bid for the aforesaid Project.

1. The Bid is unconditional and unqualified
2. All information provided in the Bid Document and Schedules is true and correct and all documents accompanying Bid Document are true copies of their respective originals.
3. We shall make available to SMC any additional information it may find necessary or require to supplement or authenticate the Bid Document.
4. We acknowledge the right of SMC to reject our Bid Document without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We declare that:
 - a) We have examined and have no reservations to the conditions and terms laid down in the Bid Document, including any Addendum issued by SMC.
 - b) We do not have any conflict of interest in accordance with provisions of the Bid Document;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. We understand that you may cancel the Bid Process at any time and that you are not bound to accept the bid that you may receive without incurring any liability to the bidder, in accordance with provisions of the bid document.
7. We undertake that in case due to any change in facts or circumstances during the selection process, we shall intimate SMC of the same immediately.
8. We hereby irrevocably waive any right which we may have at any stage at law or how so ever otherwise arising to challenge or question any decision taken by SMC in connection with Bid Process, in respect of the above mentioned Assignment and the terms and implementation thereof.
9. We agree and undertake to abide by all the terms and conditions of the Bid Document.
10. We have studied all the document carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by SMC or in respect of any matter arising out of or concerning or relating to the Bid Process including the award of Assignment.
11. We agree to keep this offer valid for 180 days from the Bid Document Due Date specified in the RFP.
12. We agree and undertake to abide by all the terms and conditions of the bid document.

In witness thereof, we submit this bid document under and in accordance with the terms of the bid document.

Yours faithfully
Stamp & Signature of the Bidder

Schedule-2**BIDDER PROFILE**

1.Name of tendering manpower service provider	
2.Money receipt/ demand draft towards tender paper	MR/DD NO_____/ DT___/___/___ DRAWN IN BANK_____
3.DEATAILS OF EMD	MR/DD NO_____/ DT___/___/___ DRAWN IN BANK_____
4.NAME OF PROPRIETOR/ PARTENER/ DIRECTOR(NAME OF ALL DIRECTORS/ PARTENERS NAME SHOULD BE MAINTIONED)	
5.FULL ADDRESS OF REGISTERED OFFICE WITH PIN CODE	
TELEPHONE NO	
MOBILE NO	
FAX NO	
EMAIL ADDRESS	
6.NAME OF AUTHORIZED PERSON WITH TELEPHONE NO/MOBILE NO/ EMAIL ADDRESS	
7. PAN	
8.GSTIN (Attached self attested copy)	
8.Statutory Registration No (Under License and contract labor act 1970 obtained from labor department government of Odisha) (self attested copy)	
9.EPF Registration No (self attested copy)	
10.ESI Registration No (self attested copy)	

Stamp & Signature of the Bidder

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)

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

Place:

Date:

Seal

Signature of the Bidder

Name/Organization

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:

Seal

Signature of the Bidder

Name/Organization

Schedule-5**Bidders 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

seal

Signature of Authorized Person and

Undertaking for local address

In Bidder letter head

I do hereby undertake that our organisation shall open and branch office within Sambalpur Municipal Corporation Jurisdiction within 15 days of receiving of LOA and submit the relevant document in this regard to SMC office.

Place:

Date:

Seal

Signature of the Bidder

Name/Organization



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)



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

**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

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 thisday of, 2023

Name of the bidder

Signature of the Bidder/Authorized person

Name of the Authorized person

Proposal-I

Financial Bid

To

The Commissioner
Sambalpur Municipal Corporation
Sambalpur, Odisha.

Project: - operation and maintenance of crematorium at Mandlia.

Dear Sir,

We deploy manpower towards operation and maintenance of crematorium at Mandlia, Sambalpur: -

Sl No	Description	Quoted rate including GST and all other taxes by bidder per month is given below
01	Operation and maintenance of crematorium at Mandlia	Rs. _____ / per month (in words) _____ _____

N.B:-

The financial bid amount should be within a maximum bid value of **Rs.2,29,502/- (two lakh twenty nine thousand five hundred two)per month.**

We understand that you are not bound to accept the bid you are received.

Thanking you

Yours sincerely

Authorized Signature (in full and initials):
Name and title of signatory

Name of firm
Address