



# Sambalpur Municipal Corporation

## Sambalpur

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

Dt. 11.11.2024

Notice No. 9914/SMC

### Notice Inviting Tender

Sambalpur Municipal Corporation (SMC) invites offline bids from eligible bidders from reputed Art firms/ architectural firm /Agency deal with sanitation waste art to craft and any agency which have dealt with catalogued exhibitions / events through speed post/registered post only address to the Commissioner, Sambalpur Municipal Corporation, Durgapali, Sambalpur, Pin-768006, for **Drawings, Design, Fabrication, and Installation of Sculpture from Scrap / Waste Material for beautification of public places under Sambalpur Municipal Corporation (SMC)**".

Sl No	Name of the Work	Tender Fee in Rs. Including GST	EMD to be deposited in Rs.	Validity of the document
1	2	4	5	6
1.	<b>Drawings, Design, Fabrication, and Installation of Sculpture from Scrap / Waste Material for beautification of public places under Sambalpur Municipal Corporation (SMC)</b> ".	Rs. 10,000/- (Rs. Ten Thousand Only) Demand draft in favor of "Commissioner, Sambalpur Municipal Corporation" payable at Sambalpur	Rs.4,00,000/- (Rs. Four Lakh Only) Demand draft in favor of "Commissioner, Sambalpur Municipal Corporation" payable at Sambalpur	180days

2. The details of Tenders can be seen from the Request For Proposal (RFP). The detail timelines for preparation of bids are as follows:-

Sr.No.	Event's Name	Information
01	Date of floating of tender document	04.11.2024 at 5.00am at SMC official website <a href="http://www.smcsambalpur.nic.in">www.smcsambalpur.nic.in</a>
02	Pre-bid queries on or before 16.11.2024 by 5.30pm	<a href="mailto:sambalpurm.hud@nic.in">sambalpurm.hud@nic.in</a>
03	Pre-bid meeting on dtd.	19.11.2024 at 4.30pm
04	Last date of Submission of Bids on dtd.	27.11.2024 at 5.30pm
05	Date and time for opening of technical bid on dtd.	28.11.2024 at 11.30am
06	Presentation on dtd.	To be intimated later
07	Date and time for opening of Financial bid on dtd.	To be intimated later

3. Bidders should read the terms and conditions carefully before bidding.
4. The Authority reserves the right to cancel any or all the Bids without assigning any reason thereof.

 Commissioner  
Sambalpur Municipal Corporation

Memo No. 9915 /SMC Dt. 04.11.2024

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.

 Commissioner  
Sambalpur Municipal Corporation


Memo No. 9916 /SMC Dt. 04.11.2024

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

 Commissioner  
Sambalpur Municipal Corporation

Memo No. 9917 /SMC Dt. 04.11.2024

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

 Commissioner  
Sambalpur Municipal Corporation



## **SAMBALPUR MUNICIPAL CORPORATION**

### **Request for Proposal (RFP) For**

***Drawings, Design, Fabrication and Installation of  
Sculpture from Scrap/ Waste material for  
Beautification of public places Under Sambalpur  
Municipal Corporation (SMC)***

**Sambalpur Municipal Corporation**

**Durgapali, Sambalpur - 768006 Ph. No.: 9178873835,**

**E-mail-[sambalpurm.hud@nic.in](mailto:sambalpurm.hud@nic.in)**

**Website: [smcsambalpur.nic.in](http://smcsambalpur.nic.in)**



## NOTICE INVITNG TENDER

Sambalpur Municipal Corporation (SMC) invites offline bids from eligible bidders through speed post/registered post only, for **Drawings, Design, Fabrication, and Installation of Sculpture from Scrap / Waste Material for beautification of public places under Sambalpur Municipal Corporation (SMC)**”.

The details are as under.

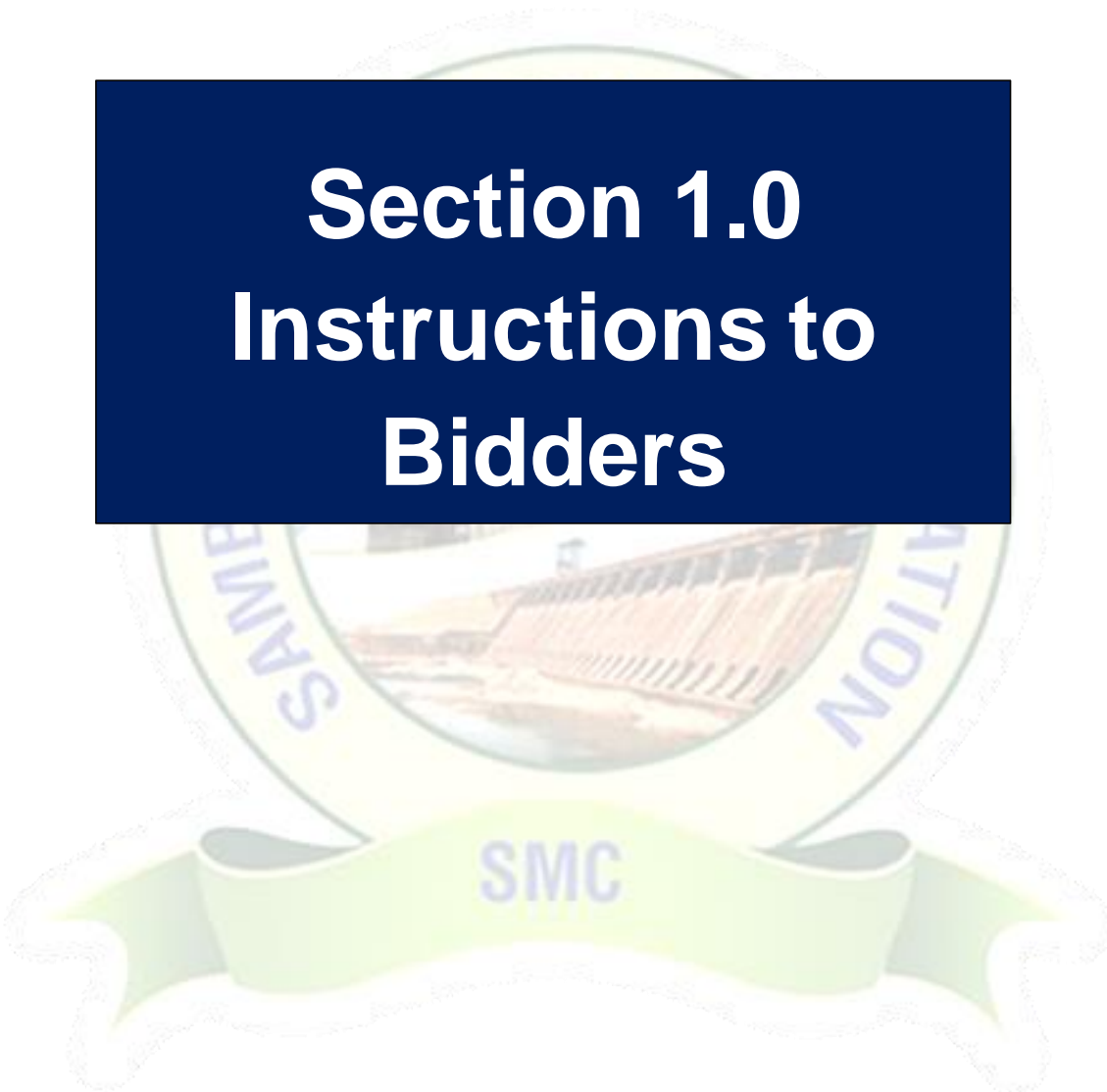
Sr.No.	Event's Name	Information
1.	Estimated cost of works	Rs. 4,00,00,000 (Rs. Four Crore Only)
2.	Tender document Fee	Rs. 10,000/- (Rs. Ten Thousand Only) Demand draft in favor of “Commissioner, Sambalpur Municipal Corporation” payable at Sambalpur
3.	Earnest Money Deposit (EMD)	Rs.4,00,000/- (Rs. Four Lakh Only) Demand draft in favor of “Commissioner, Sambalpur Municipal Corporation” payable at Sambalpur
4.	Pre-bid queries at	<a href="mailto:sambalpurm.hud@nic.in">sambalpurm.hud@nic.in</a>
5.	Pre-bid meeting on dtd.	19.11.2024 at 4.30pm
5.	Last date of Submission of Bids on dtd.	27.11.2024 at 5.30pm
6.	Date and time for opening of technical bid on dtd.	28.11.2024 at 11.30am
7.	Presentation on dtd.	To be intimated later
8.	Date and time for opening of Financial bid on dtd.	To be intimated later

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# Section 1.0 Instructions to Bidders

# 1 Instruction to Bidders

## 1.1 General Information and Guidelines

### 1.1.1 Purpose

The Sambalpur Municipal Corporation ("SMC") seeks the services from reputed Art firms/ architectural firm /Agency deal with sanitation waste art to craft and any agency which have dealt with catalogued exhibitions / events. This document provides information to enable the bidders to understand the broad requirements to submit their Proposals. The detailed scope of work is provided in **Section 2.0** of this RFP document.

### 1.1.2 Eligibility criteria of Bidders

1. No Joint venture and consortium shall be allowed to participate the bid.
2. Bidder must have valid registration certificate from a registered authority (Registered under company act/ partnership firm act). Valid trade license required for a sole proprietor of firm.
3. Bidder must have knowledge to make sculpture from waste materials
4. Bidder must have work at least six month designing or architecture related non-civil work in any ULB/Municipal Corporation.
5. Bidder must have valid Up to date GST filing certificate.
6. Submit Undertaking by the bidder that he/she/they has/have not been banned/debarred/black- listed/restrained by SMC or any other organization of State/Central Government /undertaking/ Department.

### 1.1.3 Completeness of Bid

The Bid should be complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Bid and forfeiture of the EMD.

### 1.1.4 Proposal Preparation Costs

- a. The bidder shall submit the bid at its cost and expense. SMC shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over SMC and SMC shall be at liberty to cancel any or all bids without giving any notice.
- b. All materials submitted by the bidder shall be the absolute property of SMC and no copyright etc. shall be entertained by SMC.

### 1.1.5 Queries

- a. All Bidder shall e-mail their queries to [sambalpurm.hud@nic.in](mailto:sambalpurm.hud@nic.in) in the form and manner as prescribed in Annexure 1.8. The response to the queries will be published on [www.smcsambalpur.nic.in](http://www.smcsambalpur.nic.in).
- b. No telephonic / queries will be entertained thereafter. This response of SMC shall become integral part of RFP document. SMC shall not make any warranty as to the accuracy and completeness of responses.



- c. SMC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, SMC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring SMC to respond to any question or to provide any clarification.
- d. SMC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by SMC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by SMC or its employees or representatives shall not in any way or manner be binding on SMC.

#### **1.1.6 Amendment of RFP Document**

- a. All the amendments made in the document would be published on the website of SMC and shall be part of RFP.
- b. The Bidders are advised to visit the SMC website on regular basis to check for necessary updates. SMC also reserves the right to amend the dates mentioned in this RFP.

#### **1.1.7 Supplementary Information to the RFP**

If SMC deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

#### **1.1.8 SMC's Right to Terminate the Process**

SMC may terminate the RFP process at any time and without assigning any reason. SMC reserves the right to amend/edit/add/delete any clause of this RFP Document. This will be informed to all and will become part of the RFP and information for the same would be published on the e-Tendering portal.

### **1.2 Key Requirements of the Bid**

#### **1.2.1 RFP Document/Tender Fee**

RFP can be downloaded from the website <https://www.smcsambalpur.nic.in> .

#### **1.2.2 Earnest Money Deposit (EMD)**

- a. In terms of this RFP, a Bidder is required submit EMD of Rs. 4,00,000 (Rupees Four lakh Only) in the Name of Commissioner Sambalpur Municipal Corporation payable at Sambalpur.
- b. The Unsuccessful Bidder's EMD will be returned within 30 days from the date of opening of the financial proposal. No interest will be paid by SMC on the EMD amount and EMD will be refunded to all the bidders (including the successful bidders) without any accrued interest on it
- c. The Bid submitted without EMD, mentioned above, will be summarily rejected
- d. The EMD may be forfeited:
  - i. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
  - ii. In case of a successful bidders, if the Bidder fails to sign the contract in

- accordance with the terms and conditions.
- iii. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- iv. If, during the bid process, any information is found false/fraudulent/mala fide, and then SMC shall reject the bid and, if necessary, initiate action.
- e. The decision of SMC regarding forfeiture of the EMD shall be final and binding upon bidders.

### 1.3 Bid Submission Instructions

#### 1.3.1 Bid Submission Format

The entire Bid shall be submitted strictly as per the format specified in this RFP. Bids with any deviation from the prescribed format are liable for rejection.

#### 1.3.2 Bid Submission Instructions

- a. Complete bidding process will be in three covers system. Submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	
<b>Cover 1</b>	Proof of submission of RFP Document Fee and EMD payment receipt
<b>Cover 2: Qualification Document</b>	The <b>Qualification Document</b> shall be prepared in accordance with the requirements specified in this RFP.
<b>Cover 3:</b>	Financial bid
<b>Cover 4:</b>	Cover 4 shall be prepared containing Cover 1 + Cover 2 + Cover 3 and name it as Cover 4. Bidder must write tender name and Agency Name on cover.

- b. The following points shall be kept in mind for submission of bids;
  - I. SMC shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
  - II. The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the RFP.
  - III. SMC may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should

incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.

- IV. Technical Proposal shall not contain any financial information.
- V. Similarly, if the Bidder does not meet the technical evaluation criteria, the financial proposal of the Bidder shall not be opened.
- VI. It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which SMC reserves the right to reject the proposal.

### **1.3.3 Late Bid and Bid Validity Period**

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e- Tendering system. The validity of the bids submitted before deadline shall be till 120 days from the last date of submission of the bid.

### **1.3.4 Modification and Withdrawal of Bids**

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period. Entire EMD shall be forfeited if any of the Bidders withdraw their bid during the validity period.

### **1.3.5 Non-conforming Bids**

Bid may be construed as a non-conforming proposal and ineligible for consideration:

- i. If it does not comply with the requirements of this RFP
- ii. If the Bid does not follow the format requested in this RFP or does not appear to address the particular requirements of SMC.

### **1.3.6 Language of Bids**

The Bids should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at SMC's discretion.

### **1.3.7 Authentication of Bid**

- a. Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.
- b. The Bidder should submit a Power of Attorney as per the format set forth in **Annexure 1.4**, authorizing the signatory of the Bid to commit the Bidder.

### **1.3.8 Acknowledgement of Understanding of Terms**

By submitting a Bid, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.



### 1.3.9 Disqualification

Even though the Bidders meet the pre-qualifying criteria, they could be disqualified if they have:

- a. Submitted the Bid after the date mentioned in advertisement.
- b. Made misleading or false representations in the forms, statements and experiences submitted in proof of the qualification requirements.
- c. Submitted the Bid, which is not accompanied by the required documents or is non- responsive.
- d. Failed to provide any clarifications related thereto.
- e. Where the bidder has already submitted the Bid and is a member of entity, which has already submitted the Bid, or vice versa.
- f. Violates any other condition mentioned herein before/herein after.
- g. If any such information which would have entitled SMC to reject or disqualify the Bidder, becomes known after the bidder has been pre-qualified, SMC reserves the right to cancel the pre- qualification of the bidder at any later stage too, without assigning any reason thereof.
- h. Bidders who canvass or attempt to influence the pre/post – qualification or selection process shall necessarily be disqualified from the process at any stage.
- i. Where the bidder has been declared as defaulter or blacklisted by SMC/ Sambalpur Municipal Corporation before the date of opening of techno commercial Bid

### 1.3.10 Due diligence by the Bidders

- a) Bidders are encouraged to inform themselves fully about the Project and the Incubation Centre Site, by visiting the project site, sending written queries (if any) to the SMC, attending Pre-Bid Meetings on the date and time as stipulated
- b) The Bidders are also advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.
- c) The response to this RFP shall be full and complete in all respects. Failure to furnish any information required by the RFP or submission of a proposal not substantially responsive to the RFP in any respect will be at the bidder's risk entirely and may result in rejection of its Bid. .
- d) The SMC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bid document or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

## 1.4 Evaluation Process

- a. SMC will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders
- b. The BEC constituted by SMC shall evaluate the responses to the RFP (Cover 1, Cover 2 and Cover 3) and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion



- with the Committee.
- d. The BEC may ask for meetings with the Bidders to seek clarifications on their proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the bidder.
  - e. The BEC reserves the right to reject any or all proposals on the basis of any deviations.
  - f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
  - g. The BEC may seek inputs from their professional, external experts in the Bid evaluation process.

#### 1.4.1 Bid Opening

- a. SMC reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- b. Bid opening shall be conducted in 2 (Two) Stages;(QCBS) (80:20)
  - Stage 1 – Technical Evaluation (80)  
(Bid Security/EMD and Qualification Documents and Presentation).
  - Stage 2- Financial Evaluation (20)
- c. The venue, date and time for opening the Bid Opening are mentioned in the Tender Notice in the RFP. The date and time for opening the Financial Bid Opening would be communicated to the qualified bidders.
- d. The Financial Bid of only those bidders who fulfill the technical qualification criteria will be opened.
- e. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for SMC, the bids shall be opened at the same time and location on the next working day. In addition to that, if there representative of the Bidder remains absent, SMC will continue process and open the bids of the all bidders
- f. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. SMC has the right to reject the bid after due diligence is done.

#### 1.4.2 Evaluation of Technical Proposals

- a. SMC shall open Cover 1 marked "RFP Document Fee and Earnest Money Deposit (EMD)". If the contents of the Cover 1 are as per requirements of the RFP, SMC shall open Cover 2 marked "Qualification Document". Each of the Technical qualification condition mentioned in **Section 1.4.3** of the RFP is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- b. SMC will review the bids of the bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at SMC's discretion.
- c. The Bidders are required to submit all required documentation in support of the evaluation criteria specified as required for technical evaluation.
- d. At any time during the Bid evaluation process, SMC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.

- e. SMC reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- f. SMC reserve the right to accept or reject any or all bids without giving any reasons thereof.
- g. SMC shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals. The proposal failing to meet all of the below pre- qualification eligibility criteria shall be disqualified and will not be considered for technical evaluation process.

### 1.4.3 Pre- Qualification Criteria - Technical and Experience

S No	Qualification Criteria	Documents required
1	The bidder shall have experience of at least three art projects within the last three years as on the last date of bid submission	Work order and Work completion certificate from client
2	The bidder must have conducted at least 2 Catalogued Events / Art Exhibitions/or similar type of work.	Supporting documentation and undertaking by the authorized signatory of the bidder
3	The bidder should have at-least a team of 5 certified artists who are professionally qualified as Bachelor of Fine Arts/Master of Fine Arts/Bachelor of Architecture from recognized university or institutions and should have experience with minimum 2 projects of working as professional artists. All artists should have worked with Waste/Scrap material	Documents to prove the qualification and undertaking by the authorized signatory of the bidder for work experience.

S No	Qualification Criteria	Documents required
6	The firm shall have valid PAN and GSTIN Registration	Self-attested copy of PAN and GSTIN registration
7	The Bidder should not have been blacklisted by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on the last date of bid submission.	Undertaking by the authorized signatory as per the format given as per the RFP document

#### 1.4.4 Technical Evaluation

The Evaluation Committee will review the Technical Bid of the bidders to determine whether the technical information is sufficiently responsive. Bids that are not substantially responsive are liable to be disqualified at SMC's discretion. Each Technical Bid will be assigned a Technical Score out of a maximum of 100 points. Only the bidders who get Technical Score of more than or equal to 75 marks in Technical Evaluation will qualify for Commercial Evaluation stage. Weightages of bidder's ability shall be applicable as below:

S.no	Attribute	Evaluation Criteria	Points
01.	Previous work order (maximum mark- 20 marks)	<b>Up to five work order (10 marks)</b>	20
		<b>More than five work order (20 marks)</b>	
02.	Presentation should be location wise (maximum mark- 80 marks)	<b>Design and creativity for each location</b>	40
		<b>For creation of sculpture % of SMC owned waste material to be used</b>	40
<b>Total points</b>			100



### 1.4.5 Financial Bid Evaluation

Financial bid Evaluation			
1.	Price Bid Evaluation	Price Bid L1- 20 Marks L2- 15 Marks L3- 10 Marks L4- 5 Marks (Only those Bidders financial bids will be opened and treated as L1 price, whose design, quality, creativity and expertise were selected in technical presentation process in location wise, If one or more design was selected by the committee the selection will be made as per the QCBS) method and final score will be calculated.	20

- a. All the technically qualified bidders will be notified to participate in Financial Bid opening process.
- b. Financial Bid for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the financial proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at SMC's discretion.
- c. Financial Proposals of Bidders that are not meeting the condition mentioned in **Clause 1.4.3** above shall be liable for rejection.
- d. Total Cost of Bid (TCB) shall be calculated based on the financial proposal format given in the RFP. **Price bid must be filled INCLUDING GST, transportation, installation, AMC of 03 years and any other cost.**
- e. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

### 1.5 Award of Contract

#### 1.5.1 Award Criteria

The financial proposal of technically qualified bidders will be opened. The award criteria shall be based on L1 or Commissioner, SMC may change it in accordance with Technical Evaluation. If L-2 is willing to do work with L1 price, the final call will be of Municipal Commissioner. Municipal Commissioner will have the final decision to award tender.

#### 1.5.2 Letter of Acceptance

Prior to the expiration of the period of bid validity, SMC will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. LoA will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, SMC will promptly notify each unsuccessful bidder.



### 1.5.3 Signing of Contract

SMC shall notify the successful bidder that its bid has been accepted. The successful bidder shall enter into contract agreement with SMC within the time frame mentioned in the Letter of Acceptance issued to the successful bidder by SMC.

**1.5.4 Failure to Agree with the Terms & Conditions of the RFP / Contract** Failure of the successful bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event SMC may invite the next best bidder for negotiations or may call for fresh RFP.

### 1.5.5 SMC's Right to accept any Bid and /or reject any or all bids

SMC reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for SMC's action.

### 1.5.6 Performance Security

- a) The Successful Bidder shall, within fifteen (15) working days from the date of issuance of LOA at its own expense submit unconditional and irrevocable Performance Security for an amount equivalent to 5% of the contract payable in the name of the Commissioner, Sambalpur Municipal Corporation, Sambalpur
- b) The performance security shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in [Annexure 5](#), payable on demand, for the due performance and fulfilment of the Contract by the Successful Bidder.
- c) All charges whatsoever such as premium; commission etc. with respect to the performance security shall be borne by the Successful Bidder.
- d) The performance security shall be valid for at least 180 (one hundred and eighty) days post the expiry date of the Contract Period. No interest shall be payable on the performance security.
- e) In case the project is extended beyond the project schedule as mentioned in the RFP, the performance security shall be accordingly extended by the Successful Bidder.
- f) In the event of the Successful Bidder being unable to service the requirements for whatever reason, SMC would invoke the performance security. Notwithstanding and without prejudice to any rights whatsoever of SMC under the requirement in the matter, the proceeds of the performance security shall be payable to SMC as compensation for any loss resulting from the Successful Bidder's failure to complete its obligations under the requirements set in by SMC. SMC shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 (fourteen) days, indicating the obligation(s) for which the Successful Bidder is in default.

- g) SMC shall also be entitled to make recoveries from the Successful Bidder's bills, performance security, or from any other amount due to him, the value equal to any payment made to it due to inadvertence, error, collusion, misconstruction or misstatement.
- h) The performance security may be discharged/ returned by SMC upon being satisfied that there has been due performance of the obligations of the Bidder under the Contract.



# Section 2.0

## Scope of Work



## 2 Scope of Work and Terms of Reference

### 2.1 The detailed Scope of work:

- a) Drawing, Designing, Fabrication, Installation of sculpture from Scrap/waste material. Bidder has to handover the Sculpture within 4 months.
- b) Before pre-bid meeting the bidders should visit the site (mentioned in 2.1.1.5) on dtd.19.11.2024 along with list the availability of scrap materials with SMC at his own cost. SMC official authorized by Commissioner, SMC shall help for the said purpose.
- c) The venues/locations will be finalized in consultation with SMC.
- d) The bidder shall also be required to maintain the structure in terms of finishing, painting (outer coating layer) etc. for a period of 3 years from the date of completion of the structures.

#### 2.1.1.1 Scope of Work for SMC

- a) Venue/location for the art works
- b) Iron/steel, e-waste, solar panels, scraps, light waste, glass waste, can-waste, automobile waste, plastic waste and other waste as per availability in the SMC, will be provided by the SMC. Rest all the raw materials required for the artworks will be arranged by the bidder.
- c) All necessary permissions to work and use heavy equipment at the site
- d) All necessary permission for transportation and onsite uses of heavy equipment's like Hydra and JCB provided by SMC to bidders

#### 2.1.1.2 Scope of Work for Bidder

- a) All materials, workmanship, transportation, fabrication, erection, civil works, branding, finishing works etc. required for completing the approved design will be the sole responsibility of the bidder.
- b) Any and all binding materials (such as cement, mortar, cloth, etc.) with respect to creation of the sculptor shall be arranged by the bidder.
- c) Onsite safety kits and first aid to all artists & workers by the bidder.
- d) Curation / Conceptualization of the art works using the waste material/scarp
- e) 3D visualization of designs for each sites will be provided by the bidder and will commence the work only after the approval of design from SMC.
- f) Videography & photography of the art camp will be done by the bidder.
- g) Work targets to promote large scale Waste to Art and with proper art work to ascertain attractive visibility in public places such as parks, market places, Municipal Schools etc.
- h) Bidder has to work at nominated site given by SMC. Weekly/ monthly monitoring of the nominated site as earmarked will be done by the bidder as well officials of the SMC.
- i) The agency should provide all necessary consultancy/assistance as & when required by SMC to ensure the maintenance of the executed art work in form of methodology.



Preparation monitoring the repair/maintenance work and executing touch ups for a period of 3 years from the completion of the sculptor. Bidder have no obligation towards loss occurred from accident, theft or natural calamity.

- j) Review matters related to safety and environment management measure.
- k) All artworks must be original pieces of art and not copies of any existing artwork.
- l) All artworks should be true representations of the creative vision of each artist and in line with their existing body of work.
- m) All artworks must be strong curatorial and be submitted with a support document/curated note explaining its significance and relevance.
- n) All artworks need to be self-standing and structurally strong. They should not need or warrant any structural support at the installation sites.
- o) All artworks need to be of good quality and be time and balance perfect.

#### ***2.1.1.3 Payment Terms for Regular Activities***

- a) The services delivered will be reviewed and approved by SMC and part payment will be made as per the running bill method
  - (i.) First payment 20% of the contract value as advance after acceptance of LOA
  - (ii.) 2<sup>nd</sup> payment 50% of the contract value after completion of work.
  - (iii.) Rest payment will be made after satisfactory performance received from SMC official's ordered for verification of sculpture.
- b) Provision for Mobilization advance not exceeding 20% of the total Contract Price can be paid to the Successful Bidder against a Bank Guarantee of the same value, the guarantee shall remain effective until the advance payment has been repaid.


#### ***2.1.1.4 Penalty for non-adherence to schedule:***

- a) A penalty of 1% per week of delay in completion will be levied on the successful bidder. The maximum penalty will be limited to 10% of the contract value beyond which SMC may terminate the contract and may forfeit the performance security of the contractor.

### 2.1.1.5 Location for installation of Sculptures(FINANCIAL PROPOSAL FORMAT)

S.NO	NAME OF THE LOCATION	Price (INCLUDING GST)
1	SCIENCE PARK BURLA	<i>Quoted separately for each location and submitted along with tender documents as financial bid</i>
2	BURLA Wealth Centre	
3	MANESWAR	
4	CHAURPUR BRIDGE	
5	JAWAHAR UDYAN	
6	LAXMI TALKIES CHOWK	
7	ZILLA SCHOOL	
8	JAIL CHOWK - DHANUPALI MEDIAN	
9	REMEMD CHOWK	
10	GOSALA-KATAPALI MEDIAN	
11	SINDHURPANK/NSCB FLYOVER	
12	GUNDERPUR CHOWK	
13	DURGAPALI FLYOVER	
14	SMC OFFICE FRONT	
15	SMC OFFICE CANTEEN	

**Note\*:** Municipal Commissioner may change the size and requirement at any given time.



# Section 3.0 Annexures

### 3 Annexures

#### Annexure 1.1 - Check-list for Technical Proposal

S No.	List of Document	File Name	Submitted (Y / N)	Description
1	Proof of Tender Fee and EMD submitted			Date: EMD Mode: Reference No:
2	Bid Covering Letter As per format provided at <b>Annexure 1.2</b>			Reference No: Date of Letter:
3	Bidders' Particulars As per format provided at <b>Annexure 1.3</b>			Name of Bidder(s)
4	Power of Attorney in favor of Authorized signatory (if required) As per format provided at <b>Annexure 1.4</b>			Date of PoA: Name of Authorize Person:
5	Copy of Certificate of Incorporation / Registration of Company			Registration Number: Date of Incorporation:
6	Copy of Work order and completion certificate. As per format provided at <b>Annexure 1.5</b>			Customer Name: Work Order Number: Date of Work Order: Project Value: Completion Date:
7	Declaration for not blacklisted by Central/State Government/ PSU entity in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal. As per format provided at <b>Annexure 1.6</b>			Reference No: Date of Letter:
8	Project Undertaking			As per <b>Annexure 2</b>
11	Financial Proposal			As per <b>Annexure-4</b>



## Annexure 1.2 –Bid Cover Letter

(To be submitted on the Letterhead of the Bidder)

To

The Commissioner

Sambalpur Municipal Corporation (SMC), Sambalpur, Odisha

Subject: Bid for “Drawings, Design, Fabrication, and Installation of Sculpture from Scrap / Waste Material for beautification of public places under Sambalpur Municipal Corporation (SMC)”

RFP Reference No: \_\_\_\_\_

Date:

Dear Sir/Madam,

With reference to your “Request for Proposal for **“Drawings Design, Fabrication, and Installation of Sculpture from Scrap / Waste Material for beautification of public places under Sambalpur Municipal Corporation (SMC)”**”, we hereby submit our Technical Proposal, and Financial Proposal, for the same.

We hereby declare that:

We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidder for providing services.

We have submitted EMD of INR [Rs. 4 Lacs] and Tender fee of INR [Rs. 10,000/-].

We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.

We agree to abide by our offer for a period of 180 days from the date of opening of technical proposal prescribed by Authority and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.

In the event of acceptance of our bid, we do hereby undertake:

- a) to supply the services as stipulated in the RFP document
- b) to undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.

We affirm that the prices quoted are inclusive of all out-of-pocket expenses, taxes, levies discounts etc.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

We understand that the SMC may cancel the bidding process at any time and that SMC is not bound to accept any bid that it may receive without incurring any liability towards the bidder.

We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact the following:

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Details: \_\_\_\_\_

Thanking you,

Yours sincerely,

(Signature of the bidder

with seal)

### Annexure 1.3 - Format to share Bidder's and Bidding Firms Particulars

The Table below provides the format in which general information about the bidder must be furnished.

S No	Information	Details
1.	Name of Bidding firm:	
2.	Address and contact details of Bidder:	
3.	Firm Registration Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
6.	GSTIN No.	
7.	Permanent Account Number (PAN)	
8.	Revenue for the last 3 financial years (Year wise)	
9.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
10.	Telephone number of contact person:	
11.	Mobile number of contact person:	
11.	Fax number/ E-mail address of contact person:	

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized  
Signatory Name  
Seal



## Annexure 1.4. - Format of Power of Attorney for Signing of Proposal

(On a non-judicial stamp paper of appropriate value duly attested by notary public)

### Power of Attorney

Know all men by these presents, we (name and address of the registered office of the Sole Applicant) do hereby constitute, appoint and authorize Mr. / Ms.

----- R/o (name and address

attorney, to do in our name and on our behalf, all such acts, deeds and things -----  
--- as our of residence) who is presently employed with us and holding the  
position of \_\_\_\_\_, necessary in connection with or incidental to the bid for Designing,  
Fabricating, and Installation of Sculpture from Scrap / Waste Material for beautification  
of public places under Sambalpur Municipal Corporation(SMC), including signing and  
submission of all documents and providing information/ responses to SMC representing  
us in all matters in connection with our bid for the said Project.

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

For (Signature)

(Name, Title and  
Address) Accept  
.....(Signature)

(Name, Title and Address of the Attorney)

Notes:

To be executed by the Applicant.

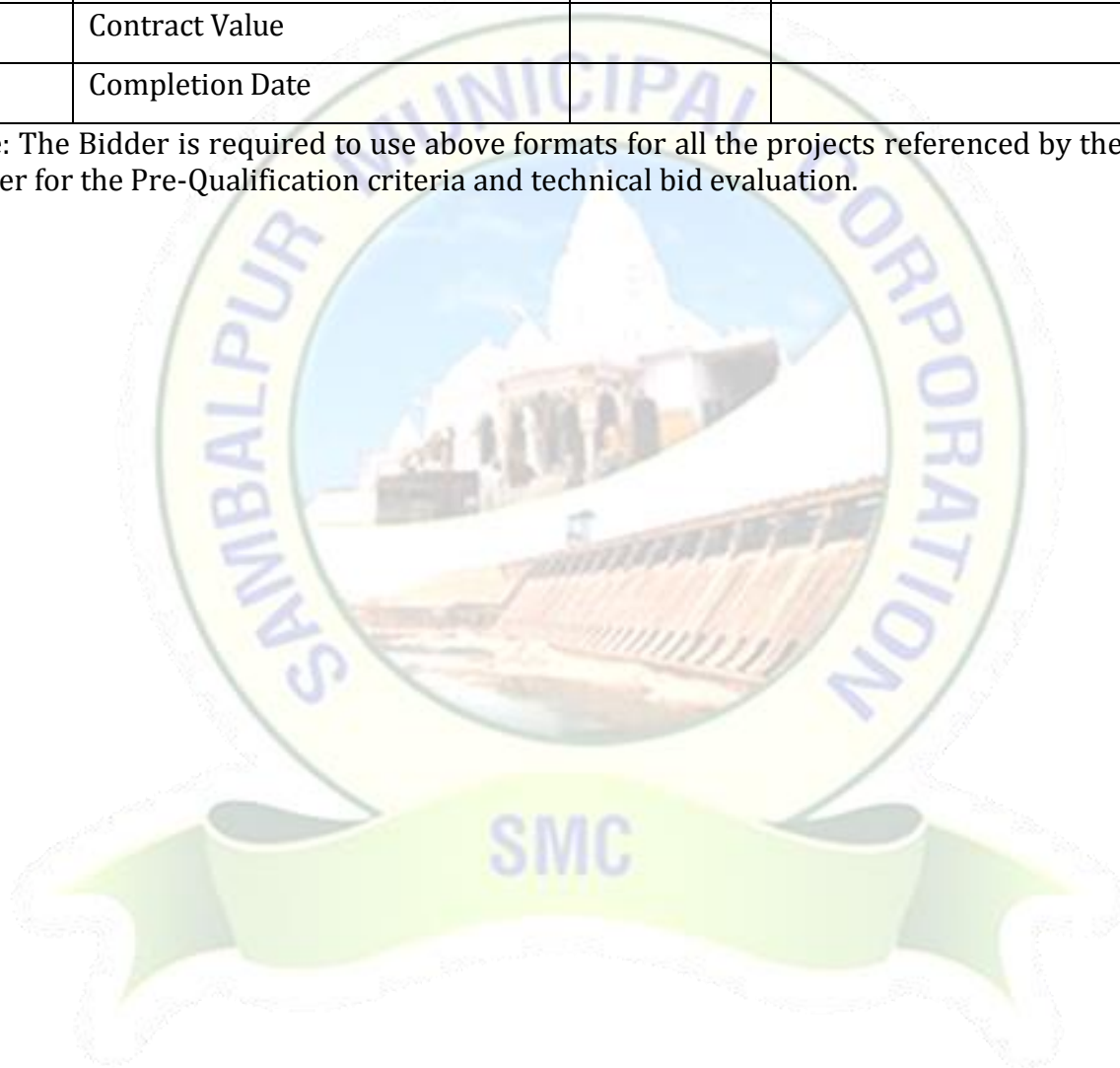
The mode of execution of Power of Attorney should be in accordance with the procedure,  
if any, laid down by the applicable law and the charter documents of the executant(s) and  
when it is so required the same should be under common seal affixed in accordance with  
the required procedure.

Also, wherever required, the executant(s) should submit for verification the extract of the  
charter documents and documents such as a resolution / Power of attorney in favour of  
the Person executing this Power of Attorney for the delegation of power hereunder on  
behalf of the executant(s).

## Annexure 1.5. - Format for Project Citation

S No	Item	Details	Attachment Ref. Number
1.	Name of the Project		
2.	Date of Work Order		
3.	Client Details		
4.	Scope of Work		
5.	Contract Value		
6.	Completion Date		

Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the Pre-Qualification criteria and technical bid evaluation.





## Annexure 1.6 - Format for Declaration by the bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the Bidder)

To

Date:\_\_\_\_\_

Municipal Commissioner  
Sambalpur Municipal Corporation (SMC), Sambalpur, Odisha

Subject: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

RFP Reference No: \_\_\_\_\_

Dear Sir,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that the Company \_\_\_\_\_ is not debarred / black-listed by any Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, SMC reserves the right to reject the Bid or terminate the Contract without any compensation to the successful bidder.

Thanking you,  
Yours  
faithfully,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone &

Fax: E-mail

address:

## Annexure 1.7 - Format of sending pre-bid queries

RFP Reference No: \_\_\_\_\_

Bidder's Request For Clarification				
Name and complete official address of Organization submitting query / request for clarification		Telephone, Fax and E-mail of the organization Tel: Fax: Email :		
Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1				
2				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

Note: Bidder(s) are requested to send the queries in PDF with Sign and Company Seal and also in MS Excel for making consolidation process easy.

## Annexure 2: Format for Project Undertaking

(On the Letterhead of the Bidder)

### PROJECT UNDERTAKING

To:  
The Commissioner  
Sambalpur Municipal Corporation (SMC), Sambalpur, Odisha

Date:

**Subject: Drawings, Design, Fabrication, and Installation of Sculpture from Scrap / Waste Material for beautification of public places under Sambalpur Municipal Corporation (SMC)**

Dear Sir/Madam,

We have read and understood the Request for Proposal (RFP) in respect of the captioned Project provided to us by SMC.

We hereby agree and undertake as under:

We abide by guidelines and procedures for and we agree to bind ourselves by the Bid Documents.

We shall abide by the scope of work mentioned under Section 2.0 and all the terms and conditions stipulated in this RFP.

We have gone through the scope of work and have made our independent assessment of expenses involved in operation and management and based on this assessment we are submitting our bid.

Any direct or indirect deviations from the terms of the Bid Documents, if any in our Proposal, are hereby revoked unconditionally.

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.

Dated this.....Day of.....2024.

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

## Annexure 3: Performance Security

RFP Ref : < --- >

Date:

Bank Guarantee No.:  
To

The Commissioner  
Sambalpur Municipal Corporation (SMC), Sambalpur, Odisha

Dear Sir,

PERFORMANCE BANK GUARANTEE – For “<Designing, Fabricating, and Installation of Sculpture from Scrap / Waste Material for beautification of public places under SMC >” WHEREAS

M/s. “<Name of the Successful bidder>” a <company/firm/partnership/or as applicable> registered under the < appropriate registration authority as applicable> having its registered office at <Address of the Successful Bidder> (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract for “<Name of the Project>” (Hereinafter, referred to as “Contract”) with you.

We are aware of the fact that as per the terms of the Contract, M/s. “<Name of the Successful Bidder>” is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of <INR\_/- > < (Rs. (in words) only) >, to guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we <name of the bank>, <address of the bank>, have agreed to issue this Performance Bank Guarantee.

Therefore, we <name of the bank>, <address of the bank> hereby unconditionally and irrevocably guarantee you as under:

1. In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum(s) not exceeding the sum of <INR > < Rupees (in words) only> without any demur.
2. Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.
3. This Performance Bank Guarantee shall continue and hold good till <total period of validity of PBG>, subject to the terms and conditions in the said Contract.



4. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until **<total period of validity of PBG>**.
5. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.
6. We hereby expressly waive all our rights: Requiring to pursue legal remedies against **SMC**; and for notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.
7. We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.
8. We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
10. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to **<INR\_\_>/- < Rs. (in words) only>**, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before **<total period of validity of PBG>**, from the date of the said Contract.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated ..... this ..... day.....2024.

Yours faithfully,

For and on behalf of the **<name of the bank>**,

Signature with Stamp  
& Seal) Designation

<name of the bank> <address of the bank>

This guarantee will attract stamp duty as a security bond. A duly certified copy of the requisite Authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.



## Annexure 4: Financial Proposal

To

The Commissioner  
Sambalpur Municipal Corporation  
Sambalpur, Odisha.

Project:- Drawings, Design, Fabrication, and Installation of Sculpture from Scrap / Waste Material for beautification of public places under Sambalpur Municipal Corporation (SMC)

Dear Sir,

We provide Drawings, Design, Fabrication, and Installation of Sculpture from Scrap / Waste Material for beautification of public places under Sambalpur Municipal Corporation (SMC) by considering RFP document as mentioned below:-

Sl. No.	Name of Location	Quoted price in rupees including GST, Transportation, Installation, AMC for 03 (three) years and any other cost	
		In figure	In Words
1.	SCIENCE PARK BURLA		
2.	BURLA Wealth Centre		
3.	MANESWAR		
4.	CHAURPUR BRIDGE		
5.	JAWAHAR UDYAN		
6.	LAXMI TALKIES Chowk		
7.	ZILLA SCHOOL		
8.	JAIL CHOWK - DHANUPALI MEDIAN		
9.	REMEMD CHOWK		
10.	GOSALA-KATAPALI MEDIAN		
11.	SINDHURPANK/NSCB FLYOVER		
12.	GUNDERPUR CHOWK		
13.	DURGAPALI FLYOVER		
14.	SMC OFFICE FRONT		
15.	SMC OFFICE CANTEEN		

**Note:-**

**The quoted prices will only be considered for bidders whose designs are selected during the presentation for each location individually.**

Thanking you

Yours sincerely

Authorized Signature (in full and initials):

Name and title of signatory

Name of firm

Address

Dealing Asst.

Sr. Sanitation Expert

SWM Expert

PE, PMU

Junior Engineer

City Engineer

Accounts Officer

Dy. Commissioner, Sanitation

Addl. Commissioner, Sanitation

**Approved by**

Commissioner  
Sambalpur Municipal Corporation

**Administrator**  
Sambalpur Municipal Corporation

