

BERHAMPUR MUNICIPAL CORPORATION
TENDER CALL NOTICE

No. 8139 /XII-H2-02/2022

Date 20.7.2022

Sealed Tenders are invited by the Commissioner, Berhampur Municipal Corporation in conformity with Detailed Tender Call Notice (DTCN) from the Private Parties / Registered Societies / N.G.Os for "Management of Earmarked Parking Spaces on Lease Basis" of parking spaces following locations / Blocks for parking of paddle Operated Bicycles & Cycle rickshaws, Push Carts and Fuel or Electric Current Operated Two Wheelers, Three Wheelers and Four Wheelers on payment of prescribed parking fees. The rate of parking fee/ charge to be collected from each Vehicle Parker has been fixed at Rs. 2/- for Paddle operated Bicycles, Cycle Rickshaws and Push Carts. Similarly, the rates for Fuel or Electric Current Operated Vehicles have been fixed at Rs. 5/- for each Two Wheeler, Rs. 10/- for each Three Wheeler and Rs. 20/- for each Four Wheeler. The charges have been fixed for parking over a continuous maximum period of 5 hours or less in a day. The total parking period in a day will be reckoned from 7.00 a.m. to 10.00 p.m. and in all the 7 days of each week. The location, drawing and dimensions of the earmarked parking areas as mentioned below are available in this office. Intending Tenderers may go through it for their reference and clarification.

Sl No.	Earmarked Parking Space /Block	Specified Parking Items/ Vehicles	Upset Price per Month for Bidding (Excluding G.S.T for parking space	Cost of each DTCN / Bid Documents & G.S.T 12% (Non-Refundable)	Security Deposit amount to be furnished
1	Block-A Ramalingeswar Tank Parking Space- East (Both sides of Road), South & North sides.	Bicycle ,Two, Three & Four Wheelers of any Category	Rs.49,335/-	Rs.4,480/-	Rs.1,48,005/-

The tenderer will have to submit cost of Bid Document, Security deposit, Copy of PAN Card.

The Bid Document/Tender will be available with Commissioner, Berhampur Municipal Corporation on payment of cost of Bid Document as mentioned above or can be downloaded from Berhampur Municipal Corporation website "www.berhampur.gov.in". In case the Bid Document/Tender is downloaded from the above website, the bidder/ tenderer shall furnish the cost of Bid Document /Tender in shape of Demand Draft /Pay Order/Banker's Cheque drawn in favour of Commissioner, Berhampur Municipal Corporation with the Bid Document. The date of sale of Bid Document/Tender will start from Dt. 21.07.2022 at 11.00 a.m. and will be close on Dt. 04.08.2022 at 2.00 p.m. during working days. The date and time of receipt of tenders through Regd. Post/ Speed Post will start from Dt. 21.07.2022 to Dt. 04.08.2022 up to 5.00 p.m. and the same will be opened on Dt. 05.08.2022 at 11.00 A.M. onwards. Further details can be seen in the DTCN/Bid Documents. The authority reserves the right to accept or reject any or all tenders without assigning any reason thereof subject to the limitations fixed by the Central Vigilance Commission.


Commissioner

Berhampur Municipal Corporation.

Duy
19.7.2022

Memo No. 8140 /

Dt. 20-7-2022

Copy submitted to the Director, Municipal Administration-cum-Ex-Officio Additional Secretary to Govt., H. & U.D. Dept., Govt. of Orissa, for favour of kind information.


Commissioner

Berhampur Municipal Corporation.

Memo No. 8141 /

Dt. 20-7-2022

Copy submitted to the Collector, Ganjam, Chatrapur / S.E., P.H. Circle, Berhampur / S.E., Southern (R & B) Circle, Berhampur, for favour of kind information with a request to please display a copy of this Notice with the Annexure in his Office Notice Board for wide circulation and information of all concerned.


Commissioner

Berhampur Municipal Corporation.

Memo No. 8142 /

Dt. 20-7-2022

Copy forwarded to the Steno to Administrator, Berhampur Municipal Corporation / P A to Municipal Commissioner/ Dy. Commissioner (Sanitation) / City Engineer Berhampur Municipal Corporation for information and necessary action.


Commissioner

Berhampur Municipal Corporation.

Memo No. 8143 /

Dt. 20-7-2022

Copy forwarded to the E.E., P.H. Division, Berhampur / E.E., Ganjam (R & B) Division - I / II, Berhampur / E.E., Berhampur National Highway Division, Berhampur, for information with a request to please display a copy of this Notice with the Annexure in his Office Notice Board for wide circulation and information of all concerned.



Commissioner

Berhampur Municipal Corporation.

Memo No. 8144 /

Dt. 20-7-2022

Copy forwarded to HMO(G)/ Dealing Assistant, T.S. Section / Deposit Clerk / Accountant / Cashier/Dak Receipt Clerk, Berhampur Municipal Corporation, for information and necessary action.



Commissioner

Berhampur Municipal Corporation.

Memo No. 8145 /

Dt. 20-7-2022

Copy to Office Notice Board for information and wide publication.


Commissioner

Berhampur Municipal Corporation.

BERHAMPUR MUNICIPAL CORPORATION

TENDER CALL NOTICE

No. 8139/XII-H2-02/2022

Date 20.7.2022

Sealed Tenders are invited by the Commissioner, Berhampur Municipal Corporation in conformity with Detailed Tender Call Notice (DTCN) from the Private Parties / Registered Societies / N.G.Os for "Management of Earmarked Parking Space on Lease Basis" Ramalingeswar Tank parking space East(Both side of Road) South & North side of BeMC, Berhampur for parking of paddle Operated Bicycles & Cycle rickshaws, Push Carts and Fuel or Electric Current Operated Two Wheelers, Three Wheelers and Four Wheelers on payment of prescribed parking fees. The rate of parking fee/ charge to be collected from each Vehicle Parker has been fixed at Rs. 2/- for Paddle operated Bicycles, Cycle Rickshaws and Push Carts. Similarly, the rates for Fuel or Electric Current Operated Vehicles have been fixed at Rs. 5/- for each Two Wheeler, Rs. 10/- for each Three Wheeler and Rs. 20/- for each Four Wheeler. The charges have been fixed for parking over a continuous maximum period of 5 hours or less in a day. The total parking period in a day will be reckoned from 7.00 a.m. to 10.00 p.m. and in all the 7 days of each week. Intending tenderers may go through it for their reference and clarification.

Sl No	Earmarked Parking Space /Block	Specified Parking Items/ Vehicles	Upset Price per Month for Bidding (Excluding G.S.T of parking space	Cost of each DTCN / Bid Documents including G.S.T 12% (Non-Refundable)	Security Deposit amount to be furnished
1	Ramalingeswar Tank Parking Space- East (Both sides of Road), South & North sides.	Bicycle ,Two, Three & Four Wheelers of any Category	Rs.49,335/-	Rs.4,480/-	Rs.1,48,005/-

ELIGIBILITY CRITERIA OF THE INTENDING TENDERERS:-

1. The tenderer will have to submit cost of Bid Document, Security Deposit and PAN Card.
2. The tenderer will have to submit requisite Security Deposit for Parking Spaces as mentioned above along with his/her/their offer(s). The Security Deposit shall be in shape of **Demand Draft** duly crossed and drawn on any scheduled Bank in favour of **Commissioner**, Berhampur Municipal Corporation and Payable at Berhampur. These deposits will be non-interest bearing securities and will be retained by Berhampur Municipal Corporation or will be refunded, as the case may be subject to fulfillment of the following terms and conditions and completion of necessary official formalities.
 - g) Unsuccessful tender will be eligible to get his/her/their Security Deposit refunded after 30 (Thirty) days of acceptance of the tender by competent authority. The unsuccessful tenderer (s) will have to apply for such refund of Security Deposit to the Commissioner, Berhampur Municipal Corporation featuring the particulars / details of the Security Deposit furnished and tender references of parking space for which tender was submitted by him/ her / them.

- h) The Security Deposit of the successful tender will be considered for refund after 90 (ninety) days from the date of expiry/ termination of the contract subject to fulfillment of the tender and agreement conditions.
- i) The tender to be submitted by intending parties will remain valid / open for 90 (Ninety) days from the date of opening of the bid documents as mentioned below. This period of 90 days will be treated as Tender Evaluation and Finalization period and hence no bidder will be eligible to withdraw his/her/their tender/ offer during this period and also will not be eligible to claim for refund of his/her/their Security Deposit. Back tracking or non-response or delayed response by any tenderer will be treated as violations of the tender terms and conditions and in such cases his/her/their Security Deposit will be forfeited in addition to other actions as deemed fit to be taken by Berhampur Municipal Corporation.

3) The intending tenderers should have unobjectionable character and no criminal charges / proceedings should have been framed against him/her/them or any such investigations should have been in process against the intending tenderer. Regarding criminal charges/ proceedings, the tenderer will have to submit a declaration certificate in the prescribed format along with his/her/their tender, stating that, ***“No criminal cases/proceedings/investigations have been instituted/established or are in process against him/her/them.”*** The tenderers are required not to have been declared ever as **insolvent and in this regard the tenderer will have to produce a declaration certificate in the form of an affidavit along with his/her/their tender.** Non-compliance of the aforesaid formalities will render his/her/their offer(s) for cancellation/rejection. Similarly, if it is proved at any stage after opening of the tender and within the contract period, that the declarations and documents furnished by the tenderer during submission of his/her/their tender(s) or at any stage during the contract period are false, forged, etc; then the tenderer will be liable for punishment under law and this office will take necessary action as it deemed fit against the defaulter tenderer including cancellation/rescind of the agreement/contract/tender, as the case may be, with forfeiture of the Security Deposit furnished by the respective defaulter tenderer and/ or imposition of heavy penalty and this office will also take effective steps to recover the same from the defaulter tenderer or their legal heirs within a reasonable time period.

HOW AND WHEN TO SUBMIT THE TENDERS:

1) The Bid Document/Tender can be downloaded from Berhampur Municipal Corporation website www.berhampur.gov.in, the bidder/ tenderer shall furnish the cost of bid document/tender in shape of D.D/Banker's Cheque drawn in favour of Commissioner, Berhampur Municipal Corporation with the Bid Document.

2) Sealed bids will be received by Registered Post / Speed Post Only. The Sealed cover should be superscribed "Tender for parking space". The last date and time of receipt of the tender shall be **Dt. 04.08.2022** up to 17.00 hours. The undersigned will not be held responsible for non-receipt/late receipt/damaged, partly or fully/ distorted tender documents dispatched by post.

3) The bids will be opened on **Dt. 05.08.2022** at 11.30 A.M in Office chamber of the undersigned in presence of the respective bidder(s) or their authorized representative(s) who intend to attend. If the office happens to be closed on the last date(s) of sale/receipt/ opening of the bids as specified above, the bids will be sold/received/opened on the next working

date(s) / day(s), respectively, at the same time and venue. Conditional tenders will be rejected immediately after opening of the same during evaluation. The rate should be written clearly and legibly without any error or over-writing and both in figures and words. In case of difference of rate(s) written in words and figures or due to other reasons, the rate quoted in words will be taken into consideration. Non-quoting of rate will be treated as incomplete tender. The Certificate(s) should be signed at appropriate place(s) by the tenderer(s) or his/her/their authorised signatory (ies) only without which it will be treated as incomplete tender. All incomplete tenders will be rejected immediately after opening of the same during evaluation. The tenderer should submit the Security Deposit amount as stated above and should mention in the bid documents about the particulars of such Security Deposit such as; No., Date, D.D. / Bankers Cheque.

4) Tenders to be received will be evaluated according to its merit / demerits.

TERMS AND CONDITIONS:-

The following terms and conditions will govern the entire tendering process and subsequent performance of the successful tenderer during the contract period unless otherwise specified.

1. The successful tenderer will have to enter into an agreement with Berhampur Municipal Corporation represented by the Commissioner in a standardized form of Earmarked Parking Space. However, these conditions shall not be treated as explicit and hence Berhampur Municipal Corporation reserves the right to incorporate any other terms and conditions at any stage during the contract period through written instructions in greater interest of the public, traffic movement, safety of life and property.
2. The agreement/ contract to be signed between Berhampur Municipal Corporation and the successful tenderer will remain valid for one year (365 days) from commencement of lease as mentioned in lease order and agreement and drawl of the agreement which will be referred as contract/agreement period unless it is considered essential to close/rescind/ terminate the contract/agreement by Berhampur Municipal Corporation before expiry of the said period because of reason(s) including violation of terms and conditions of the tender and/ or agreement by the successful tender. The said agreement may also be extended up to one more year, if necessary in phases, at the same/original terms and conditions provided, both the parties (Berhampur Municipal Corporation and the successful Tenderer) mutually agree for such extension.
3. The monthly rent/ licence fees/ lease amount as decided on acceptance of the tender and G.S.T as admissible over the accepted lease amount shall be deposited/paid at a time by the Successful Tenderer for each preceding month in shape of Cash in Berhampur Municipal Corporation Treasury or in shape of Demand Draft duly crossed and drawn on any Nationalized Bank, payable at Berhampur in favour of Commissioner, Berhampur Municipal Corporation during 1st Week of the succeeding month without fail with a forwarding letter in each case addressed to Commissioner, Berhampur Municipal Corporation by the Successful Tenderer showing the month/period for which the rent / fee has been deposited/ paid, date and mode of payment, amount and should enclose the documentary evidence of such deposit/ payment. Violation of this condition by Successful Tenderer with respect to amount / time/ mode of payment for any month will be treated as a Breach of Contract. Under such circumstance, the defaulter will be allowed to deposit the amount within a grace period of 24 days with a penalty of Rs. 20/- per day over the respective accepted tender rate / value. No further grace period will be allowed and the agreement/ contract will be cancelled/rescinded with forfeiture of the Security Deposit (s) and a simple notice/intimation to this effect by

Berhampur Municipal Corporation to the defaulter tenderer will be final and binding upon him/her/them. However, for fractional periods of any month, the rent/fees to be deposited / paid by the successful quotationer shall be proportionate for that month with respect to No. of days. In any case part of a day will also be treated as one day.

4. The successful tenderer will not be allowed to use more spaces than earmarked for the Site/Block duly mentioned in the drawing enclosed to the tender document. The successful tenderer will have to undergo proactive display of the extremities of the authorised / earmarked parking spaces with fee structure and should persuade, motivate and help the people politely and non-violently to use the nearby authorized parking spaces on payment. If necessary, Berhampur Municipal Corporation may conduct a public awareness and motivation campaign on this aspect in Berhampur City in the manner and for the periods as it considered useful and practicable.


5. Safety of the vehicles to be parked in the Parking Places / Blocks with respect to theft and damage will be the sole responsibility of the successful tenderer. No claim in any manner whatsoever from any person / source /organisation / office will be admissible /acceptable by this office. However, concerned Govt. Machinery / Department / Offices / Rules including Police Stations in the City of Berhampur will exercise their power and authority as and when found essential. It will be the duty and responsibility of the successful tenderer to maintain discipline, avoid congestion and ensure smooth passage of traffic and pedestrians near the Parking Spaces / Blocks without causing any inconvenience to life and property. No claim on any account whatsoever and from any source will be acceptable to this office.

6. The successful tenderer shall reserve 15 (fifteen) meters parking space at the East side nearby entrance gate of Ramlingeswar Park for BeMC officials on duty.

7. Other terms and conditions, as applicable and found essential for inclusion on the agreement to be drawn with successful Bidder, will be included in the Deed/Contract Document in due course.

Further details can be seen in the DTCN /Bidding Documents. The authority reserves the right to reject any or all the tenders or approve any tender without assigning any reason? thereof subject to the limitations fixed by Central Vigilance Commission.


Commissioner


Berhampur Municipal Corporation.

BERHAMPUR MUNICIPAL CORPORATION
PRICE BID DOCUMENT

Sl No.	Name and location of the Earmarked Parking Space /Block	Rate quoted	
		In figures	In words
1	Ramalingeswar Tank Parking Space- East (Both sides of Road), South & North sides.		

The above quoted rate is/are excluding G.S.T as admissible.

No. Of Corrections :-

No. of Overwriting :-

Signature of the Tenderer

DECLARATION CERTIFICATE

I/We _____

hereby declare consciously in sound mental condition that.

- 1) All the terms and conditions of this tender have been properly understood by me/us and I/we undertake to abide by them. I/We also undertake not to interpret any or all of them unilaterally.
- 2) The documents, information and data furnished by me/us are true/correct and in case of any document/information/data found at any stage to be forged/false/misleading then, I/we will be liable for penal action/punishment as per rules and as decided by Berhampur Municipal Corporation.
- 3) I/we have nobody related to me/us in Berhampur Municipal Corporation who can/will influence the authorities or motivate them to award the tender/contract in favour of me/us.
- 4) No Criminal Cases / Proceedings / Investigations have been instituted / framed / in process against me / us and I/we have never been declared Ineligible / Unqualified / Black Listed for participating in such type of tenders by any competent authority (ies) of the State and Central Govt. or by any Public Sector Undertakings.
- 5) I/we have never been declared as Insolvent or Deliberate Defaulters in paying our dues, if any, by any Competent Organisation (s) /Authority (ies).
- 6) My/Our tender or the agreement, as the case may be, will be liable for rejection at any stage and I/we will be liable for penal action as per rules and as decided by Berhampur Municipal Corporation if any or all the declarations furnished above are found to be incorrect or false.

(Six nos. only)

Place:-

Date: -

Signature of the Tenderer