



## **Bhubaneswar Municipal Corporation**

*Progress through Partnership for better Bhubaneswar*

**Adv. No: 30670**

**Date: 12.09.2018**

### **NOTICE INVITING REQUEST FOR PROPOSAL (RFP)**

Sealed Proposal are invited for “Supply, Installation, Commissioning of Reverse Vending Machine in Bhubaneswar including Operation & Maintenance for a period of 3 years” in conformity with the Terms & Conditions of the Detailed RFP document in a single cover system from intending bidders fulfilling the terms of eligibility laid down in the EOI document. Please refer to Website [www.bmc.gov.in](http://www.bmc.gov.in) for complete details and downloading the Document. The document shall be available on the website from 12.09.2018 at 5:00 pm onwards. The Last date & time of submission of proposal (By Speed Post/Registered Post/Courier) is 28.09.2018 till 3:30 PM.

For any queries please contact [bmcpmu@bmc.gov.in](mailto:bmcpmu@bmc.gov.in)

**By Order,**

**Sd/-**

**Dy. Commissioner (PR & Communication)  
Bhubaneswar Municipal Corporation**



**BHUBANESWAR MUNICIPAL CORPORATION**

**Supply, Installation, Commissioning of Reverse Vending Machine in  
Bhubaneswar including Operation & Maintenance for a period of 3 years**

*APPROX. COST: Rs. 45.50 Lakhs*

**RFP Reference No. 30670 Dt. 12.09.2018**

**COST OF RFP DOCUMENTS: Rs. 6,720/- incl. GST**

## RFP PART-I

### BHUBANESWAR MUNICIPAL CORPORATION NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

RFP Reference No. 30670 Dt. 12.09.2018

#### RFP PART-I: SECTION-I

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

1. BMC invites RFP for the work mentioned below in conformity with the terms and conditions of the Detailed RFP in Two Bid System (Part-I: General & Technical Proposal and Part-II: Financial Proposal) from intending bidders fulfilling the eligibility criteria and other requirements mentioned in this RFP.

Sl. No.	Name of the Work	Estimated Cost (in Rs.)	E.M.D (in Rs.)	Cost of RFP document including GST (in Rs.)	Period of Completion of the Assignment
1	2	3	4	5	6
1.	Supply, Installation, Commissioning of Reverse Vending Machine in Bhubaneswar including Operation & Maintenance for a period of 3 years	45,50,000	45,500	6,720/-	3 years (Excl. Supply and Commissioning)

2. RFP documents can be downloaded from BMC website [www.bmc.gov.in](http://www.bmc.gov.in).
3. In recent times all local authorities are facing difficulties in management of Plastic in an organised way. Plastics being non-biodegradable material, proper management by establishing a firm supply chain network for recycling them is utmost essential. It is with this intention, BMC invites Request for Proposal from agencies for Supply, Installation, and Commissioning of 5 numbers of Reverse Vending Machines for PET bottles including Operation & Maintenance for a period of 3 years under Phase-I. An additional 5 nos. of Reverse Vending Machine shall be installed in Phase-II in same terms & condition upon satisfactory performance of the Operator. The agency shall have to comply the terms, conditions and specification laid down in this RFP during the tenure of the assignment.

#### 4. Key Dates of this RFP

Sr. No.	Description	Date & Time
1	Issue of RFP	12/09/2018
2	Submission of Pre-bid queries latest by Bidders (email: bmcpmu@bmc.gov.in)	19/09/2018 by 5:00 pm
3	Pre- Bid Meeting	20/09/2018 at 11:00 am
5	Submission of Proposal	28/09/2018 by 03:30 p.m.
6	Opening of Technical Proposal	28/09/2018 at 04:30 p.m.
8	Opening of Financial Proposal	To be intimated later by BMC

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

- i. Each intending bidder should be a registered Firm or Agency/Govt./Semi Govt./Society/Trust/Public Ltd./Private Ltd./Partnership firm or Enterprise or Undertaking having authority to participate in this RFP. No Consortium or Joint Venture (JV) shall be allowed or accepted in this RFP.
  - ii. Average Annual turnover during last 3 financial years (i.e. FY 2015-16, 2016-17 & 2017-18) should be at least Rs.100.00 lakhs. Copies of balance sheets and statement(s) featuring turnover during the aforesaid periods should be submitted duly signed by the bidder and the Chartered Accountant concerned, as applicable.
  - iii. The Bidder must be a Manufacturer of Reverse Vending Machine of PET Bottles. Sub authorization is not acceptable.
  - iv. Bidder must have similar experience in one contract of minimum Supply & installation of 4 nos. of Reverse Vending Machines for PET Bottles OR Two contracts of minimum Supply & installation of 3 nos. of Reverse Vending Machines for PET Bottles OR Three contracts of minimum Supply & installation of 2 nos. of Reverse Vending Machines for PET Bottles in the last three years to any Government/Semi Government/Central Government departments/PSU. Bidder shall submit relevant documents along with the Technical Bid.  
  
**Note:** Recommendation letter from the clients shall be submitted along with the proposal at the time of uploaded the tender. Recommendation letter from the clients must clearly mention that the machines supplied by the bidders are working satisfactory. The client certificate must mention the service level of the bidder. (*Copy of Supply Order/Work Order cannot be considered as recommendation letters.*)
  - v. The bidder must not have been blacklisted by any Government agency/instrumentality in any time during the last 3 years from the date of issue of this RFP document. An undertaking shall be submitted by the bidder to such effect.
  - vi. The Agency must have a valid Labour License/EPF, ESI registration.
6. Each Proposal (as per RFP Part-I) must be accompanied with legible self-signed copies of:

- valid Agency Registration Certificate, EPF Registration, ESI registration, GST Registration Certificate, PAN Card,
  - Documents in support of the eligibility criteria defined at Sl. 3 & 4 above.
  - Each Proposal should accompany with original Earnest Money Deposit (EMD) and Cost of RFP Documents.
  - The EMD should be in the form of Term Deposit Receipt of any Nationalised/ Scheduled Bank(s)/ Post Office or in the shape of National Saving Certificates NSC)/Kisan Vikas Patra (KVP) instrument(s) of Govt. of India (GoI) payable at “Bhubaneswar” pledged in favour of Commissioner, Bhubaneswar Municipal Corporation. Any deviation/non-submission shall lead to non-consideration of proposal for evaluation.
  - The Cost of RFP Documents should be in shape of Demand Draft drawn on any Nationalized/Schedule Bank in favour of Commissioner, Bhubaneswar Municipal Corporation payable at Bhubaneswar without which the Proposal(s) shall not be considered for evaluation.
  - The EMD and cost of RFP documents should have been issued/ drawn on or after the date of issue of this Notice.
  - The EMD and Cost of RFP Documents should be placed inside a closed envelop superscribed as “EMD and Cost of RFP Documents for “Supply, Installation, Commissioning of Reverse Vending Machine in Bhubaneswar including Operation & Maintenance for a period of 3 years”. This closed envelop should be placed inside the main envelop vide Sl.9 below.
  - No bidder should submit more than one Proposal (comprising Part-I and II) for the work failing which, the Proposals of the bidder shall be rejected.
  - Each page of the Technical proposal along with a copy of the RFP document with corrigendum/addendum/pre-bid replies, if any must be initialed by the bidder.
7. In addition to this, each Proposal (Part-I) should also be accompanied with original No Relationship Certificate & Declaration Certificate in the prescribed formats as mentioned in the RFP Part-I at Annexure I & II and affidavit(s) for EPF (if not registered under EPF Rules) and for correctness of the Proposal in the prescribed formats as mentioned in the RFP Part-I at Annexure III & IV respectively. Without these documents the Proposal shall be liable for rejection. The Technical Proposal (as per RFP Part-I) containing the documents mentioned at Sl. 5 & Sl. 6 to above, excluding the EMD and RFP document fee vide Sl.6 above, should be placed inside a closed envelop superscribed as “Supply, Installation, Commissioning of Reverse Vending Machine in Bhubaneswar including Operation & Maintenance for a period of 3 years”. This closed envelop should be placed inside the main envelop vide Sl.9 below.
8. Financial Proposal(s) (as per RFP Part-II), duly filled in and signed by the respective bidder(s) should be placed inside a separate closed cover superscribed as “Supply, Installation, Commissioning of Reverse Vending Machine in Bhubaneswar including Operation & Maintenance for a period of 3 years”. This closed envelop should be placed inside the main envelop vide Sl.9 below.
9. The required documents mentioned at Sl. 5 to Sl. 7 above and the Financial Proposal (Part-II) in the prescribed format (pl. refer RFP Part-II) as described at Sl. 8 above should be placed in three separate closed envelops as described in relevant clauses above. These three separate envelops

should be placed inside a closed/sealed main envelop superscribed with the RFP Notice No. & Name of the Work. Without the above documents (one or more than one) and, in case of faulty/erroneous/misleading/ inconsistent document(s), the Proposal shall be rejected outrightly. The closed envelop should be submitted in accordance with the details mentioned at Sl.10 below. If found necessary for further verification/reference/record, original(s) of any document(s), such as; Registration, PAN, GST Certificate, etc., should be produced by the respective bidder(s) before the undersigned within such period as intimated/instructed (over telephone/physically/through e-mail/letter) failing which, the respective Proposal shall be treated as incomplete/non-responsive and hence, shall be rejected.

10. The closed/sealed main envelope containing the documents in different closed envelopes mentioned at Sl. 9 above should be sent through Regd. Post/Speed Post/Courier addressed to the Dy. Commissioner (Sanitation), Bhubaneswar Municipal Corporation, Vivekanand Marg, Bhubaneswar so as to reach his office/BMC on or before the Date and Time mentioned at Sl.4 above. The authority will not be held responsible for postal delay, if any, in the delivery of the documents and non-receipt of the same in time. The authority shall also not be held responsible for any damage caused to the documents during transit & handling. Please note that hand delivery of proposal is not allowed.
11. If the Technical Proposal (Part-I) containing the documents mentioned at Sl.9 above except the Financial Proposal vide Sl.8 above could not be opened on the date mentioned at Sl.4 above, for any reason beyond the control of BMC, then the same shall be opened on any other working/functioning day as intimated by BMC.  

The Financial Proposals of the bidders, found qualified/selected after evaluation of the Technical Proposals (Part-I) and upon verification of the financial instruments submitted, shall be opened later with prior intimation to them through their e-mail/telephone to be mentioned in the affidavits (vide Sl. No.7 above). Similarly, intimation will also be given through the e-mail of the respective bidder whose Proposal has been rejected after technical evaluation.
12. Each Proposal received, if otherwise not rejected, shall remain valid for a period of 180 days from the date of submission of proposal. Subsequent extension of validity of the Proposal(s), if required, of any bidder(s) shall be subject to mutual consent of the respective bidder(s) and BMC.
13. The intending bidders are urged to acquaint themselves with the site conditions in Bhubaneswar City wherein, the corresponding work is to be delivered and submit their Proposal(s) accordingly.
14. Each bidder shall be deemed to have satisfied itself before bidding as to the correctness and sufficiency of his/her/their Proposal and of the rates and prices quoted in the Financial Proposal, which rates and prices shall, except as otherwise provided, cover all the obligations under this RFP and all matters and things necessary for proper completion of the work. The proposed amount to be accepted by BMC with or without negotiation, as the case may be, shall remain firm till completion of the work. The Proposal(s) containing extraneous condition(s) are liable for rejection.
15. Bidders are required to submit self-attested copy of valid GST Registration Certificate along with their Proposal. Compliant to the Guidelines/Rules to be associated with GST, if applicable, the

selected bidder will have to produce, subsequently, such other document(s) and within such time, as decided and instructed by BMC.

16. No claim shall be entertained towards any expenses made by any bidder for submission of the proposal in case of cancellation/rejection/acceptance/withdrawal of the Proposal.
17. Proposal(s) received in incomplete shape or found incomplete during evaluation of the same, is/are liable for rejection. However, during evaluation, if felt necessary by BMC that, further clarification(s) is/are required on any document(s) submitted by any bidder(s), then BMC may, at its sole discretion, resort to any procedure(s) deemed fit and by assigning reasonable time(s), as BMC may decide just & proper for obtaining the documents and for completion of the procedure(s). BMC may also ask for any other document(s) of historical nature during evaluation of his/her/their bid(s). Provided in all such cases, furnishing of any document in no way shall alter the bidder's Technical and Financial Proposal. The corresponding bidder(s) should respond for this purpose in not more than time assigned (through letter/phone/e-mail/physically). Non-submission or delayed submission of the document(s) required/requested for or submission of non-convincing document(s), may render the Proposal(s) incomplete/non-responsive and hence, such Proposal(s) shall be rejected by BMC. The result(s) of this /these time bound pursuit(s) shall have bearing(s) upon further evaluation/finalisation of the corresponding Proposal(s) of the bidder(s).
18. For examination, evaluation, and comparison of rates, BMC may, at its discretion, ask the lowest eligible bidder for clarification on his rate(s) including reduction of rate(s) through negotiation or, breakdown of unit rate(s), if applicable. However, in case single eligible/responsive bidder, the decision on acceptance/cancellation of the tender shall be taken as per OPWD Code or H&UD Deptt. guidelines or decision of BMC.
19. After acceptance of the Proposal of the L<sub>1</sub> bidder (i.e. the Bidder quoting lowest rate) by BMC's Contracts Standing Committee or any other competent authority, the bidder shall be asked through a letter of award (LOA)/Letter of Intent (LOI) to deposit the **Performance Security** and execute the agreement for the work. The Performance Security amount shall be such that the amount furnished towards EMD and ISD put together shall constitute **5% of the accepted Proposal Value**. If the L<sub>1</sub> bidder does not deposit the Performance security and/or does not turn up for agreement after issue of LOA/LOI within the prescribed/allowed time, then he shall be rejected and debarred from participation in bidding at least for next three years in BMC and action will be taken to blacklist the bidder. In that case, the L<sub>2</sub> bidder, if fulfilling other required criteria, would be called for deposit of Performance Security and execution of agreement within a reasonably allowed time for execution of the work subject to the condition that the L<sub>2</sub> bidder negotiates his rate and terms and conditions at par with the rate quoted by the L<sub>1</sub> bidder, this process will carry till L<sub>3</sub> bidder else the tender will be cancelled.
20. Before execution of agreement, the selected bidder shall have to submit a schedule of deployment of the Reverse Vending Machines. The same shall be examined and finalised by BMC with or without modification. Then it will binding upon the selected bidder to follow and perform.
22. Unusual or unilateral interpretation (if any), of any part or whole of this RFP by any bidder and subsequently by the selected bidder, of any information/condition/provision to be laid down in the agreement (to be execute between the selected bidder and BMC), shall be outrightly rejected.

Insisting on the interpretation(s) by any bidder and seeking/claiming clarification(s)/correspondence(s) on the same from BMC, shall be treated as violation(s) of the terms and conditions of this RFP/agreement and hence, action as deemed fit by BMC, shall be taken against such bidder(s). Under such circumstance(s), BMC shall not only have the liberty of non-response but also, shall resort to any procedure deemed fit for execution/ completion of the work. Against these prerogatives of BMC, no claim in any manner by any bidder shall be entertained/ accepted by BMC.

23. In case of any inconsistency or contradict among different clauses/conditions/ instructions/ information furnished in this RFP, then necessary clarification can be sought for by the bidders before submission of their Proposals from the Dy. Commissioner (Sanitation) , BMC during office hours as mentioned at S1.4 above. Regarding the Agreement to be executed by BMC with the selected bidder, this RFP shall form part of the Agreement. In case of any dispute between the respective bidder(s) and BMC regarding the RFP and/or draft Agreement, decision of H&UD Deptt. Shall be final & binding without prejudice to the remedies available to the respective bidder(s) under law of the Nation (India). Intending bidders are requested to understand this condition thoroughly and submit their Proposals accordingly. For legal disputes, if any, the place of occurrence of dispute shall be treated as the present jurisdiction of BMC.
24. The authority reserves the right to reject any or all the Proposals without assigning any reason thereof subject to the limitations prescribed by Central Vigilance Commission and State Regulatory Authorities concerned.

**By Order**

**Sd/-**

**Dy. Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation**



**RFP PART-I: SECTION-II**  
**GENERAL CONDITIONS OF THE DTCN/CONTRACT**

1. **Change(s) in Name and Constitution of the Agency:** Any change(s) in the name/constitution of the selected bidder, herein after called '**the bidder**' or '**bidder**' or '**agency**', should forthwith be notified by the bidder to BMC for information. In case of failure to notify the change(s) within 15 days, BMC may, by notice in writing, rescind the contract and the security deposit of the **bidder** shall, thereupon, stand forfeited and be absolutely at the disposal of BMC and, the same consequences shall be ensured as if the contract had been rescinded thereof and in addition the agency shall not be entitled to recover or be paid for any work or part thereof actually performed under the contract.
2. **Contract not to be Sub-let:** The **bidder** shall not subcontract/sublet the work assigned to him/her/them. If the **bidder** shall assign or sublet any part or whole of this contract or attempt to do so, the contract shall be rescinded with forfeiture of the EMD, ISD and penalty will be imposed as may be decided by BMC.
3. **Urgent Work:** If in the opinion of BMC, any urgent work becomes necessary to be executed and the **agency** is unable and unwilling to carry it out at once, BMC may carry it out through other agency(s), as it may consider necessary. All expenses incurred through this process shall be recoverable from the **agency** or shall be adjusted against any sum payable to the **agency**.
4. **Payment/Deduction/Withhold/Retention of Duties, Levies, Taxes & Security Deposit:** The **agency** shall bear all Taxes, Duties, Levies, GST, Income Tax, Royalties, Fair Weather Charges and Tollages, as applicable, & BMC shall not entertain any claim whatsoever in this respect other than admissible for payment as per rules and practices. Statutory withhold/deduction of taxes, Performance Security, penalty (as applicable) shall be done by BMC from each running account bill of the **agency**.
5. **No Payment for Preparatory/Facilitating Works, etc:** No payment shall be made by BMC towards survey and preparatory/facilitating works.
6. **Custody of Materials:** The **agency** shall be responsible for safe custody of his/her/their materials/machinery at the work sites and BMC will not be responsible for any loss or damage of the same. There should not be any conflict of interest or relaxation/exoneration of responsibility of the agency as per this DTCN/Contract, on any account whatsoever, regarding the work(s)/material(s)/property, of BMC or of, any other agency/organisation engaged/allowed by BMC, available/to be made available/going on/to be started, at or in connection with the works as per this RFP failing which, BMC shall adopt any action deemed fit against the agency with a view to continuing and complete the works. The portion or whole of the work executed by the agency in connection with this contract shall remain in safe custody, watch & ward of the agency till the same are handed over by the agency to BMC in required shape and manner or till, BMC takes them over either unilaterally or with mutual consent of the **agency**. Responsibility of safe custody, watch and ward till BMC declares/assumes its right over the same, shall lie with the agency. No claim in this regard by the agency shall be acceptable by BMC.

7. **Agency to maintain safety precaution:** The Agency shall maintain safety precautions damage of vehicles due to fire, accident or any other circumstances. The agency shall ensure to provide safety gears or instruments to the labours engaged for the purpose. BMC shall assume no responsibility for any mishap in this regard.

10. **Fair Wages Clause:**

- (a) The agency shall not employ for the purpose of this contract any person who is below the age of fourteen years and shall pay to each labour for work done by such labourers fair wages.

Explanation – “**Fair Wage**” means wages, whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages Act 1948 wages at such higher rates should constitute fair wages.

BMC shall have the right to enquire into and decide any complaint alleging that the wages paid by the agency to any labour for the work done by such labour is less than the wages described above.

- (b) BMC shall have the right to enquire whether any labour employed by the agency is below the age of fourteen years and to refuse to allow any labour below the age of fourteen years for engagement in this work by the agency.
- (c) The agency shall, notwithstanding the provisions of any contract to contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractor in connection with the said work, as if, the labourers had been immediately employed by him.
- (d) In respect of all labour directly or indirectly employed in the works for the performance of the agency’s part of this agreement, the agency shall comply with or cause to be complied with all regulations made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and unauthorised deductions made, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.
- (e) BMC shall have the right to deduct, from the money due to the agency, any such required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers non-payment of wages or of deduction made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to the workers concerned.
- (f) The agency shall be primarily liable for all payments to be made under the regulations aforesaid without prejudice to his right to claim, if any.

- (g) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.

11. **Agency to Respond for Disengagement of Unruly Labour/Personnel:** BMC are to have round the clock access to the work sites during execution and defect liability period. BMC may require the agency to remove dismiss any labour/representative(s) of person of the agency's found to be incompetent or ill mannered/behaved or of doubtful background/integrity, etc., and the agency shall comply with such requirements.
12. **Provision for Workman Compensation:** BMC shall not be held liable to pay any compensation to any workman under workman's compensation Act, 1923. The agency shall have to pay the entire compensation as decided in any court of law for any injury/loss sustained by any workman during execution of the work. If, by order of any authority/court, BMC pays any compensation to honour and abide the order, then the said amount(s) shall be recovered from the agency.
13. **Agency to Indemnify BMC:** The agency shall take every precaution not to damage or injure life and/or property of any person/organisation/entity in connection with this work. He shall indemnify and keep BMC indemnified against all claims for injuries or damages to any person/property which may arise out of or in consequence of any negligence or fault of the selected bidder for this work and, for all the claims, demands, proceedings, damages, costs, charges and expenses whatsoever, in respect of or in relation thereto, the agency shall be responsible. BMC will not assume any responsibility on this account.
14. **Resident Engineer(s)/Assistant(s):** The agency shall engage for this work, qualified and experienced supervisors to execute the work properly in timely manner.

**15. Odisha PWD / Electricity Department Agency's Labour Regulations**

- 15.1 "Agency" shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
- 15.2 "Wages" shall have the same meaning as defined in the payment of Wages Act and include time and piece rate wages, if any.
- 15.3 **Display of Notices Regarding Wages, etc.:** The agency shall;
- (a) Before he commences his work on contract display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition, in conspicuous places on the work, notices in English and in the local Indian language spoken by the majority of the workers, giving the rate of wage prescribed by the State Public Works Department / Electricity Department for the district in which the work is done.
- (b) Send a copy of such notices to the Engineer-in-Charge of the work.

**15.4 Payment of Wages:**

- (a) Wages due to every worker shall be paid to him direct.
- (b) All wages shall be paid in current coin or currency or in both

**15.5 Fixation of Wage Period:**

- (a) The agency shall fix the wage period in respect of which the wages be payable. No wage period shall exceed one month.
- (b) Wages of every workman employed on the contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.
- (c) When the employment of any worker is terminated by or on behalf of the agency, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- (d) All payments of wages shall be made on a working day.

**15.6 Wage Book and Wage Cards, etc.:**

- (1) The agency shall maintain a wage book of each worker in such form as may be convenient, but the same shall include the following particulars-
  - (a) Rate of daily or monthly wages.
  - (b) Nature of work on which employed
  - (c) Total number of days worked during each wage period
  - (d) Total amount payable for the work during each wage period.
  - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
  - (f) Wage actually paid for each wage period.
- (2) The agency shall also maintain a wage card for each worker employed on the work.
- (3) BMC may grant an exemption from the maintenance of wage bond, wage cards to a agency who, in his opinion – may not directly or indirectly employ more than 100 persons on the work.

**15.7 Fines and Deductions Which May be Made from Wages:**

- (1) The wages of a worker shall be paid to him without deduction of any kind except the following -
  - (a) Fines
  - (b) Deductions for absence from duty, i.e., from the place of places whereby the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absence.
  - (c) Deductions for damage to or loss of good expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
  - (d) Any other deductions which the BMC/Odisha Government may from time to time allow.
- (2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.

- (3) The total amount of fines which may be imposed in any one wage period on a works shall not exceed an amount equal to five paise in a rupee of the wages payable to him in respect of that wage period.
- (4) No fine imposed on any worker shall be recovered from him by instalments, or after the expiry of 60 days from the date on which it was imposed.
- 15.8 **Register of Fines, etc.:**
- (a) The agency shall maintain a register of fines and of all deduction for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
- (b) The agency shall maintain a list in English and in the local Indian language, clearly defining acts and omissions for which penalty of fine can be imposed. It shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.
- 15.9 **Preservation of Register:** The wage register, the wage cards and the register of fines, deduction required to be maintained under the regulations shall be **preserved for 12 (twelve) months** after day of the last entry made in them.
- 15.10 **Powers of Labour Welfare Officer(s) to Conduct Investigation or Enquiry:**  
The Labour Welfare Officer(s) or any other person(s) authorized by the Government of Odisha on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of these regulations. He shall investigate into any complaint regarding default made by the agency, sub-contractor in regard to such provisions.
- 15.11 **Report of Labour Welfare Officer(s):** The Labour Welfare Officer or others authorized as aforesaid shall submit a report of the results of his investigation or enquiry to City Engineer, BMC indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the agency bill be made and the wages and other dues be paid to the labourers concerned.
- 15.12 **Appeal Against the Decision of Labour Welfare Officer:** Any persons aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to City Engineer, BMC but subject to such appeal, the decision of the officer shall be final and binding upon the agency.
- 15.13 **Inspection of Register:** The agency shall also allow inspection of the wage book and wage cards to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Commissioner or any other person authorized by the Government of Odisha on his behalf.

- 15.14 **Submission of Return:** The agency shall submit periodical returns as may be specified from time to time.
- 15.15 **Amendments:** The Government of Odisha may from time to time, add to or amend these regulations and on any question as to the application, interpretation of effect of these regulations, the decision of the Labour Commissioner or any other person authorized by the Government of Odisha in that behalf shall be final.
16. **Unilateral Stoppage of Work Progress:** Unilateral stoppage of work by the agency, without prior written permission of BMC, shall be considered as breach of contract and BMC reserves the right to take such actions as it may deem fit against the agency.
17. **Rescission of Contract:** Subject to other provisions contained in this DTCN or in the agreement, BMC may, without prejudice to any other right or remedy available to the agency in respect of any delay, inferior workmanship, any claim for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, rescind the contract in any of the following cases:
- i) If the **agency** having been given by BMC a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper manner shall omit/fail to comply with the requirement of such notice for a period of seven days thereafter.
  - ii) If the agency being a company shall pass a resolution on the court shall make an order that the company shall be wound up or if a receiver or a **manager** on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to court to make a winding up order.
  - iii) If the agency fails to follow and comply with the relevant provisions this DTCN and/or agreement.
18. **Black Listing:** A agency may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Agency's vide letter No.3365 Dt.01.03.2007 of Works Department, Odisha. As per said amendment a Agency may be blacklisted for:
- a) Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
  - b) Involvement in any sort of tender fixing.
  - c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
  - d) Persistent and intentional violation of important conditions of contract.
  - e) Security consideration of the State i.e., any action that jeopardizes the security of the State.
  - f) Submission of false/ fabricated / forged documents for consideration of a tender.

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

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

**RFP PART-I: SECTION-III**  
**[A] MEMORANDUM**

**(To be filled in during signing of Agreement)**

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

**Signature of Tenderer / Agency**



## [B] FORM OF AGREEMENT

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

This contract made on dated..... between Bhubaneswar Municipal Corporation (BMC) and,  
..... (name and address of  
the selected bidder, hereinafter called “the agency”).

Whereas, BMC is desirous that the agency shall execute;

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

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

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

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

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

(Authorised Signatory with Seal, if any)

(Authorised Signatory with Seal, if any)

(for and on behalf of Agency)

(for and on behalf of Bhubaneswar Municipal Corporation)

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

In the presence of

(Witnesses)

1. Name:

Address:

Tel No:

Signature

2. Name:

Address:

Tel No:

Signature



## BHUBANESWAR MUNICIPAL CORPORATION

### [C] Contract Agreement Form for Items, Quantities, Rates and Amounts of the Work

*Form No. W.III*  
*(Rule 341)*

**Name of the Work:**

**Name of Agency:**

I/We do hereby agree to execute the under mentioned descriptions of items of the work in accordance with the conditions mentioned in this Agreement and in consideration of payment to be made by BMC at the rate(s) specified in the following schedule for the quantity of work to be executed. Payment(s) for the item(s)/quantitie(s) of the work not mentioned here-in-below, but found required for the work, and when executed/completed as per direction of BMC, shall be governed by **Sl. 6 of the DTCN Section-IV**. All the payments pertaining to the work shall be subject to successful (acceptable to BMC) carrying out of the duties and responsibilities by the agency till the expiry of assignment period as declared/noted by BMC. Failure to abide by this condition shall be treated as a breach of contract and under such circumstance(s), BMC shall have the right to take any action against the agency as deemed fit including economic penalty and/or other punitive measures.

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

**Note:**

- a. The work is to be executed with due diligence and in integrated/synchronous manner. The materials to be used by the agency are to be the best of quality, and in all cases, shall be subject to approval of BMC. Decision of BMC regarding progress achieved and quality of the work done by the agency shall be final.
- b. The executed quantity of various items of the work shall be measured by BMC in appropriate/applicable manner and at different stages. But stage/sequence of payment(s) shall be the prerogative of BMC. Running account bill(s) shall not be preferred ordinarily. However, under exceptional circumstances or upon achievement of desired work progress by the agency, BMC may consider running account bill payment(s) on request of the agency. The quantum of running account bill payment, unlike final bill payment, would in any case, shall be less than the corresponding proportionate value of work done and, shall be subject to the statutory deductions such as, income tax, Goods & Service tax, labour cess, etc. and retentions such as for EOT, SD, etc.

- c. BMC may put an end to this agreement at any time in case of bad/defective work and/or any financial implications caused due to the defective work by the agency if any, shall be realized from the agency. No claim in this regard by the agency shall be entertained.
- d. The conditions mentioned above are a few and indicative only. In addition to these, the contract shall also be governed by the details laid down in the documents listed at Sl. 1 to 4 of the above draft agreement form vide [B].

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

Signature of BMC  
(Authorised Signatory with Seal)

## RFP PART-I: SECTION-IV

### SPECIAL CONDITIONS OF THE DTCN/CONTRACT

#### **1. Operation & Maintenance (O & M) of subject equipment:**

1.1. The scope of Operation & Maintenance (O&M) includes:

- 1.1.1. Spare parts and accessories, preventive maintenance including testing & calibration as per technical service/operational manual of the manufacturer. If blade type, regular blade sharpening and changing of blades after specified time should be borne by Agency.
- 1.1.2. Three years Replacement Warranty including replacement of spare parts, sensors, limit switches etc as & when required to be borne by the successful bidder. The Agency shall replace defective machine within the warranty period.
- 1.1.3. Sending monthly reports for performance of machine and certificate of waste recycling for the generated waste to the railways from the approved recyclers. Such reports should be quarterly Certified by firm's inspection team.
- 1.1.4. Deployment of adequate manpower to create public awareness about the Reverse Vending Machine and also to ensure that the machine functioning.
- 1.1.5. Deploy one person for each machine for watch and ward during the operation period of a day.
- 1.1.6. The Operation Hours of machine shall be min. 12 hrs per day by the firm. Suitable timing will be communicated by BMC so that utilization during peak hours for better awareness is ensured.
- 1.1.7. Upgrading the system, as per requirement without any additional cost on BMC account.
- 1.1.8. Proper disposal of waste (PET Bottles & Misc. items of dump bin) to the Recyclers. Revenue shall remain with the Agency. The same may be considered while quoting the O&M Cost.
- 1.1.9. Advertisement Rights shall lie with BMC for the non-feeding sides. Front Bottom Panel of the Reverse Vending Machine shall also be reserved for BMC. The Agency to consider the same while quoting the O&M Cost.
- 1.1.10. To ensure flakes/crushed bottle collection and final disposal to highest level of contemporary rules and guidelines related to plastic waste Handling Rules, 2016 and as per state pollution Board Norms.
- 1.1.11. Maintain the Minimum Inventory of spares.
- 1.1.12. All software updates etc. should be provided free of cost during O & M.
- 1.1.13. Training & Related Manuals: Firm will provide training to BMC Representative to operate the machine on day to day basis and shall also train in basic trouble shooting. Agency should provide minimum 02 copies per equipment the related operation & maintenance manual.
- 1.1.14. Reports: The Agency will provide two reports with BMC (i) number of bottles collected and processed into flakes through 5 machines on monthly basis & (ii) a quarterly report on performance/functioning of 5 machines duly certified by Agency's inspection team.
- 1.1.15. All software updates should be provided by the Agency free of cost during O & M.
- 1.1.16. **Enhancement or Reduction of Quantities:** BMC shall be at liberty to reduce or increase the quantity mentioned in the purchase order up to a maximum extent of 25 % without assigning any reasons. The Agency shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the purchase order. Any such change in quantity shall have no impact on the rates mentioned in the purchase order for any such item.
- 1.1.17. **Warranty:** The Agency warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by BMC in the contract. The Agency further warrants that the goods supplied under the contract shall have no defects arising from design, materials (except when the design adopted and / or the materials used are as per BMC's specification) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under conditions prevailing in India. Warranty/defect liability period will be 12 months from the date of installation at site for each machine.

## **2. Price**

- 2.1. The rates quoted should be firm, inclusive of all taxes, rates or duties whatsoever payable to the Government or any other statutory body, inclusive also of packing and all other incidental charges and Installation. The GST Tax invoice should be with respective state in which supply is made to claim set off. The bidder will be liberty to sell plastic flakes collected and has Advertisement Rights on two sides of Machines. The Agency should quote the monthly Operation & Maintenance (O&M) separately after considering these liberties and the same shall be taken into consideration while quoting the O&M Price.
- 2.2. The GST, General tax or any other charge, rate, tax etc. that will be payable shall be paid by the Agency direct to the authorities concerned. It will be his responsibility to ascertain the amount of such tax, charge or rate so payable. Any further additional state / central government levy that may come in future will also be paid by the Agency.
- 2.3. The Agency shall quote in the Tender the lowest rates of each item, which he is selling in the market and/or offering to the BMC for supply so that the same may be compared with that of the products of other manufacturers while considering the offers.

## **3. Payment:**

- 3.1. Payment will be made at the accepted rates to the respective supplier.
- 3.2. Payment will be arranged within 15 days after necessary check by the nominated Officer of BMC.
- 3.3. 50 % payment shall be released after the receipt of Requisite machines (with complete mechanical/electrical component) at place designated by BMC and machines shall be duly checked and inspected by Engineer-in-charge.
- 3.4. 40% payment will be released after installation and commissioning of machines.
- 3.5. Final 10% shall be released after satisfactory working of machines for three months.
- 3.6. Supplies will be accepted from the manufacturer directly.
- 3.7. Payment will be released by Cheque / NEFT to the manufacturer/Supplier subject to recoveries if any by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.
  - a. The bills should reflect applicable GST or any other taxes separately.
  - b. The supplier shall not claim any interest on payments under the contract.

## **4. Penalty**

- 4.1. Supply of the equipment must complete within 23 days of issue of LOA. Commissioning of the machines must be completed within 30 days of successful inspection on receipt of the equipment. For supply/commissioning delay, penalty @ Rs.1,000/- per day per equipment will be imposed the firm for 10 the first 10 days & @Rs.2,500/- per day per equipment after 10 days till 30 days will be imposed for the delays. Supply/Commissioning delay more than 70 days on firms account will lead to termination of contract.
- 4.2. In case the Agency does not attend the machine in case of failure during the warranty period, BMC would be liable to levy a penalty of Rs.500/- per week after one week of date written complaint forwarded to the Agency. In addition, proportionate monthly payment of AMOC charges will also be deducted for the non-functioning period beyond one week.
- 4.3. If during the sample check by the authorized BMC official/supervisor, it is detected that equipment is not working properly as per the specification or the disposal of the produce is not being done timely during the prescribed working hours, a spot fine of Rs 500/- will be imposed on the firm. Such defects reported which is not leading to non-working of the equipment must be rectified within one week.

## **5. Time for and date of delivery and installation at the locations in Bhubaneswar**

- 5.1. On delivery of the material at the BMC premises, the BMC Official or his representative will inspect the supply and check the supply if it is in accordance with the specifications and approved sample. After proper installation of the machine, the delivery challan/invoice of the Agency/

Supplier will then be duly stamped and signed by the BMC representative as the actual quantity taken over from the Agency/Supplier.

- 5.2. The whole order should be executed in the most approved and workman like manner to the entire satisfaction of BMC and any authorized representative of the BMC shall have the power to reject any of the supply which he may disapprove of as not conforming to the specifications and stipulations mentioned herein. The Agency/Supplier will be required to remove the rejected supplies immediately and replace the stocks within 48 hours of the time of rejection. If not removed during the time specified above, BMC shall have the right to dispose of the rejected supplies at the Agency's / Supplier's risk and on this account.
- 5.3. No consignment shall be treated as having been supplied until and unless it has been accepted by the consignee and the decision of BMC as regards quality or quantity of supplies delivered shall be final and BMC shall be entitled to reject any or all the supplies unsuitable.
- 5.4. The Agency/Supplier should submit warranty certificate of 12 Months mentioning "WE HEREBY CERTIFY THAT ITEMS MENTIONED IN THE CHALLANS/BILLS ARE WARRANTED TO BE OF THE NATURE AND QUALITY WHICH THESE PURPORT TO BE" with each supply.
- 5.5. The supply will be accompanied with challans in quadruplicate and original will be returned to you duly signed by the authorized representative of the BMC.
- 5.6. The Agency/Supplier shall as may be required by MCA deliver F.O.R. at the place/places detailed in the contract, the quantities of the materials detailed therein and the materials shall be delivered or dispatched not later than the dates specified in the delivery schedules issued as per requirement by MCA. The delivery will not be deemed to be complete until and unless the materials are inspected and accepted by the MCA Official/inspecting officer as provided in the contract/acceptance of the Tender.

## **6. Defects in Shipped Goods and Services**

- 6.1. Products, commodities and services must be free from defects, imperfection and deficiencies that may affect operation appearance and serviceability. In all particulars not covered by this specification and tender document, production must be in accordance with good commercial practice. Material not defined here must be of the best commercial quality and suitable for purpose intended.

## **7. Packing:**

- 7.1. The Agency/ Supplier shall pack at his own cost the materials sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.
- 7.2. Unless otherwise, provided in the contract all containers (including packing cases, boxes, tins, drums and wrappings) in which the materials are supplied by the Agency/Supplier, shall be considered as non-returnable and their cost as having been included in the contract price.
- 7.3. All markings shall be carried out with such material as may be found satisfactory by BMC as regards quickness of drying, fastness and indelibility.
- 7.4. The Inspecting Officer may reject the materials if the materials are not packed and/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the materials by the Inspecting Officer shall be final and binding on the Agency/Supplier.

## **8. Indemnity**

- 8.1. The Agency / Supplier shall at all times indemnify BMC against all claims which may be made in respect of the materials for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against BMC, shall notify the

Agency/Supplier of the same and the Agency/Supplier shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

## **9. Force Majure**

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

## **10. Fraud & Corrupt Practices:**

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

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

## **11. Events of Default:**

In the event of any breach of the said terms and conditions of the Contract, the BMC shall be entitled to forfeit the whole or the part of the Performance Guarantee besides terminating or revoking the contract.

BMC may initiate process for termination of Contract in the following event of default:-

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



**RFP PART-I : SECTION-V**

**TECHNICAL SPECIFICATION**

Reverse Vending Machines for PET Bottles machine for public use with the following specifications:

- a) Electric powered Machines which when fed PET Bottles, will give discount/ reward coupons which can be used at various shopping outlets, restaurants etc.
- b) Machine should be user friendly and must ensure safe & secure operations and should be of front feeding type.
- c) Machine should be capable to shred/compress 200-300 Bottles per Hour or 3000 bottles per day. Bin Capacity shall be 3000 bottles.
- d) Machine should have features like low noise, automatic operation, alarm signal for full waste bin and auto cut feature.
- e) Machine should be capable to shred the bottle in small flakes of the PET Bottles or compress the bottles.
- f) Machine should be capable to shred/compress the bottle cap also. However, prominent display may be given on machine to remove the cap so that empty bottles are put for shredding. Machine should be capable to shred/compress the empty bottles with caps.
- g) The Machine shall have the following features:

Waste Bottle Feeding	Front/Top Feeding at approachable height
Container Type accepted	PET Bottle of capacity 250 ml to 2500 ml. Ability of crushing PET bottle along-with cap.
Bottle Recognition system /Sensor Technology/Limiting switches/Locks/Mismatch feed rejection system	Suitable for PET bottles (material detection system). Sensor driven waste authentication. Ensure Auto starts of machine, all door attached with safety switch/Lock to prevent any accident. Each opening will ensure machine runs for next >10 seconds. If other than PET bottle is fed equipment should show product mismatch/wrong feed & dump it through a conveyer or suitable mechanism in a separate dump bin.
Cutting Technology	High Torque-Shaft Driven with Hard Sprockets –Sure Shred/Compress(Volume Reduction) Technology
Reward & Management System	Online (mobile/mobile valet/debit card) based per bottle fed with thermal printer with auto receipt cut feature. Once bottle dropped, Machine will prompt user for mobile no. to be entered through touch screen/keypad/NFC. Reward system should facilitate multiple bottle feeding and accumulated reward.
Advertisement Panel	LED system of covering at least 75% of the two non- Feeding side Panel for continuous display of Advertisement. Each Advertisement shall be displayed for at least 30 seconds.
Volume Reduction	Minimum 60-80% (of Pet Bottles)
Shred/ Compress Capacity	200- 300 Bottles (1 Ltr) (per hour) or 3000 bottles per day
Software	17 Inch Interactive Touch Screen with Android or Linux software

Language	English, Hindi & Odia
Working Cycle	Continuous duty Machine should be well equipped to deal with power interruption and should resume normal functionality on power resumption automatically.
Mobility	Machine will be on heavy duty Castors wheels for easy mobility
Power Supply	220 V Single phase
Rating of Motor (HP)	Minimum 1 HP/ 750 Watts or Higher as per requirement to meet above specifications
Waste Bin	Easily replaceable Pull out Bin.
Machine Body	M.S. Framed Structured Sturdy Powder Coated MS Body with choice of Body liner sticker for Sponsors Brand promotion
Cutting Blades/ Compressing Gears	Special grade Alloy Steel for durability.
Minimum Machine Dimension (WxDxH) in Mm	800 mm X 800 mm X 1500 mm
Machine Gross Weight	Not more than 450kgs
Operational Safety Features	<ul style="list-style-type: none"> <li>i. Auto cut on Overheating</li> <li>ii. Bin Full Sensor</li> <li>iii. Conveyor start and stop with bottle sensor</li> <li>iv. Bin open cut off: Bin must be opened only by Authorized Personnel.</li> <li>v. Auto Email/SMS Feature for Alarm Alerts</li> <li>vi. Linking the sensor system with Command Centre of Bhubaneswar</li> </ul>

**CERTIFICATE OF NO RELATIONSHIP**

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

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

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

(\*) - Strike out which is not applicable

**SIGNATURE OF THE BIDDER**

**DECLARATION CERTIFICATE**

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

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

Authorised Signature of the Bidder  
(With seal of firm)

(\* - Strike out which is not applicable

**AFFIDAVIT**

**(Applicable for All Bidders)**

**(As per Section-I, Sl. 4 of DTCN)**

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

(\*) - Strike out which is not applicable

**(Deponent)**

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

**Annexure-IV****Organisation Details**

01.	Name of the Company/Firm	:	
02.	Year Established	:	
03.	Type of Firm	:	Public                      Ltd./Pvt.                      Ltd./Partnership/Sole Proprietorship/LLP
04.	Objective of Company/Firm	:	
05.	Address of Office	:	
06.	PAN No.	:	
07.	GST Registration Number	:	
08.	Telephone No./ Fax No.	:	
09.	Email Address	:	
10.	Contact Person with Designation	:	
11.	Name of the Government Department/PSU/Private Sector to whom bidder has provided similar services	:	
12.	No. of years of proven experience of providing similar services	:	
13.	Annual Turnover of the Firm/Company (in Rs.) during preceding three Financial Years	:	2015-16: 2016-17: 2017-18:

**Authorized Signatory**                      :

**Name and Designation**                      :

**Company Seal**                                      :

**Past Experience of the firm in similar assignments**

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

**Signature of the Employer** :

**Seal of the Employer** :



**BHUBANESWAR MUNICIPAL CORPORATION**

**Supply, Installation, Commissioning of Reverse Vending Machine in  
Bhubaneswar including Operation & Maintenance for a period of 3 years**

***APPROX. COST: Rs. 45.50 Lakhs***

**RFP Reference No. 30670    Dt. 12.09.2018**

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



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

Sl. No.	Brief Description of the Items /Work	Quantity	Unit	Rate/ Machine in Rs. (Inclusive of all Taxes and Duties)		Amount in Rs. And words
				(In Figures)	(In Words)	
1	Supply, Installation, Commissioning Reverse Vending Machine (as per Technical Specification provided in this RFP Document) at different location in Bhubaneswar	5	Nos.			Quantity X Rate
2	Monthly Operation & Maintenance Cost of Reverse Vending Machine (as per Technical Specification provided in this RFP Document) for a period of 3 (Three) years	3	Nos			Quantity X Rate X 36
<b>Total</b>						<b>Sl No. 1 + Sl. No. 2</b>

Authorized Signatory with Seal of the Bidder