



# **Bhubaneswar Municipal Corporation**

*Progress through Partnership for better Bhubaneswar*

Adv. No: 30679

Date: 12.09.2018

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

Sealed Applications are invited for "Supply & Installation of Water ATM at Designated Locations in Bhubaneswar including Operation & Maintenance Services" in conformity with the Terms & Conditions of the detailed RFP notice in a two cover system i.e. Technical and Financial proposal from intending applicants fulfilling the terms of eligibility laid down in the RFP 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. The Last date & time of submission of proposal is 28.09.2018 till 3:30 PM.

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

By Order,

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

# **Request for Proposal**

**For**

## **Supply & Installation of Water ATM at Designated Locations in Bhubaneswar including Operation & Maintenance Services**



**Advertisement No.: 30679**

**Date: 12.09.2018**

**BHUBANESWAR MUNICIPAL CORPORATION**

Vivekananda Marg, Near Kalpana Square,

Bhubaneswar – 751014

[www.bmc.gov.in](http://www.bmc.gov.in)

## DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to bidders, whether verbally or in documentary form by or on behalf of Bhubaneswar Municipal Corporation (BMC) or any of its employees or advisors, is provided to bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not a contract and is not an offer or invitation to any other party. The purpose of this RFP document is to provide the bidders with information to assist the formulation of their Proposal submission. This RFP document does not purport to contain all the information each bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for BMC and their employees or advisors to consider the investment objectives, financial situation and particular needs of each bidder. Each Bidder must conduct its own analysis of the information contained in this RFP document or to correct any inaccuracies therein that may appear in this RFP document, and is advised to carry out its own investigation into the proposed project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed project, and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any contract or arrangement relating to the proposed project.

BMC and their employees and advisors makes no representation or warranty and shall incur no liability under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage, accuracy, reliability or completeness of the RFP document, which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the project, the information and any other information supplied by or on behalf of BMC or their employees, any consultants or otherwise arising in any way from the selection process for the project.

BMC may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP document. The information that BMC is in a position to furnish is limited to this RFP document and the information available at [www.bmc.gov.in](http://www.bmc.gov.in), along with any amendments/ clarifications thereon.

This RFP document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the project in accordance with RFP, the information contained in the RFP document shall not be divulged to any other party. The information contained in the RFP document must be kept confidential.

Mere submission of a responsive Bid/Proposal does not ensure selection of the bidder as Operator.

## **1. INTRODUCTION**

- 1.1.** Bhubaneswar Municipal Corporation (BMC) is local Authority for Health and Sanitation activities such as cleaning of roads, streets, garbage collection from households etc. besides many other activities in Bhubaneswar.

Ahead of Men's World Cup Hockey to be held in Bhubaneswar, Odisha, Govt. of Odisha and BMC has planned to give a facelift to the city and several measures are being undertaken to improve the infrastructure, transportation and ambience of the city.

BMC in order to make drinking water widely available at public places of the city envisages to install Water ATM in the city. This project will allow potable water to be supplied to the consumer in his / her container. The primary objectives of the project is to enable citizens/ visitors to access safe drinking water at various locations in the city.

In pursuance of the above, BMC intends to select an agency for "Supply & Installation of Water ATM at Designated Locations in Bhubaneswar including Operation & Maintenance Services". The number of water ATMs to be installed and operate & maintain is 10 nos. in the first phase of work and 10 nos. in the second phase of work. Each of the two phases would be divided into two packages, i.e. Package I & Package II with equal no. water ATMs.

<b>Phase</b>	<b>Package I</b>	<b>Package II</b>
Phase I	5	5
Phase II	5	5

Bidders shall apply only for Phase I for any or both the packages mentioned above. However, no firm shall be awarded more than one package. BMC, upon satisfactory completion of first phase of work by bidder(s), may decide to allot the second phase of work at the rate of first phase of work

- 1.2.** BMC has issued this RFP for the above purpose and the bids shall be received from the intending Bidders as specified in Clause 3.17 of this RFP.
- 1.3.** A "Single Stage" bidding process is to be followed for selection of the successful bidder. The work shall be awarded to the qualified Bidder quoting the Lowest amount (total of CAPEX and OPEX) for the scope of work mentioned in Clause 2 of this RFP. However, bidder would be required to score a minimum of 70 marks in the Technical Score as per requirements of Clause 3.20.1 to qualify as a 'Bidder' for the next stage of bidding i.e. opening of Financial Bid.
- 1.4.** Interested bidders may download the RFP document from the website – [www.bmc.gov.in](http://www.bmc.gov.in). The bids complete in all respect should be submitted in the manner specified in the RFP document.

1.5. The Contract Period shall be of 5 (five) years and extendable to a further period of 2 (two) years depending upon satisfactory work performance of the Selected bidder and at discretion of BMC.

1.6. BMC shall adhere to follow the following time schedule for bidding process:

Sr. No.	Description	Date & Time
1	Issue of RFP	12.09.2018
2	Submission of Pre-bid queries latest by Bidders	18.09.2018
3	Pre- Bid Meeting	19.09.2018 at 4.30 pm
5	Submission of Proposal	03.10.2018 by 3.30 pm
6	Opening of Technical Proposal	03.10.2018 at 4.30 pm
7	Technical Presentation	To be intimated later
8	Opening of Financial Proposal	To be intimated later

## 2. SCOPE OF WORK

The scope of work shall be as per Schedule-I: "Terms of Reference".

## 3. GENERAL TERMS OF BIDDING

### 3.1. Minimum Eligibility Criteria

- 3.1.1. Bidder shall be an independent legal entity such as a proprietorship firm(s), registered partnership firms, registered company.
- 3.1.2. Bidder must have experience of supplying, installation and operation & maintenance of at least 5 nos. of Water ATM to any Central Government/ State Government/ PSU/ urban local body/limited company under a single contract during last 5 years from the proposal due date.
- 3.1.3. Bidder must have experience of supplying, installation and operation & maintenance of at least 15 nos. of Water ATM of both to any Central Government/ State Government/ PSU/ urban local body/limited company during last 5 years from the proposal due date.
- 3.1.4. Bidder should have an average turnover of Rs.100,00,000 (one crore) in the last 3 Financial Years i.e. FY 2015-16, FY 2016-17 and FY 2017-18.
- 3.1.5. Bidder should have never been Blacklisted or Terminated by any Government Agency/ PSU in India. A declaration from the bidder in this regard in the form of a duly notarized affidavit shall be submitted by bidder
- 3.1.6. The Bidder must have a GST registration Number.
- 3.1.7. The Bidder must have EPF/ESI registration.
- 3.1.8. No joint venture or consortium of bidder is allowed.

### Note:

- a) For the purpose of Clause no. 3.1.1 above, the bidder must submit a Certificate of

Incorporation/ registration issued by appropriate authority.

- b) For the purpose of point no. 3.1.2 & 3.1.3 above, bidder shall submit work experience certificate from Client (to be signed by a representative of the Client not below the rank of Executive Engineer in case of Govt. Agencies and not below the rank of General Manager in case of other). Further, in-house work experience/ work experience as a sub-contractor shall not be taken into consideration for evaluation of Technical Eligibility.
- c) For the purpose of Clause 3.1.4 above, the bidder must submit Audited Financial Statements. In case the audited financial statement of FY 2017-18 is not available with the bidder then it can provide a provisional financial statement either self-certified/certified by a Chartered Accountant. However, in case the bidder emerges as the selected bidder then it shall provide its audited financial statement within 60 days from the date of execution of agreement.
- d) Bidder shall also submit details of all ongoing litigations of the company and its associates. Any non-disclosure shall result in forfeit of EMD and rejection of Bid.

### **3.2. Fees to be Paid by Bidder**

#### **3.2.1. Earnest Money Deposit (EMD)**

3.2.1.1 The Bid/Proposal shall be accompanied by an EMD of amount 1,50,000/- (Rupees One Lakhs Fifty thousand Only) pledged in favour of “Commissioner, Bhubaneswar Municipal Corporation” in the form of Term Deposit Receipt of any Nationalized/ 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 “Bhubaneshwar”.

The Bidder in lieu of the above mentioned instruments may also submit a Bank Guarantee of Rs. 1,50,000/- (Rupees One Lakhs Fifty thousand Only) from a scheduled bank to Bhubaneswar Municipal Corporation payable at Bhubaneswar.

3.2.1.2 The EMD of the successful bidder will be returned within 30 days of the signing of the Agreement.

3.2.1.3 Any Bid/Proposal submitted without the EMD in the form as specified in the RFP document shall be summarily rejected.

3.2.1.4 The EMD shall be forfeited by Bhubaneswar Municipal Corporation in the following cases:

- a) If the bidder withdraws its Bid/Proposal after due date & during the Proposal Validity Period.
- b) Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in the RFP
- c) Non submission of Performance Security as per the provision of RFP.
- d) In case the bidder has submitted conditional bid.
- e) In case the bidder refuses to accept the LoA.
- f) In case of a successful bidder, unable to sign the Agreement within 30 days from the issuance of LoA.

- g) Any other conditions as specified in this RFP document.

**Note:**

- a) EMD of only L1, L2 and L3 bidders would be retained till the Agreement is signed between the selected bidder and BMC. The EMD of the other bidders would be returned within 30 (thirty) days of the issuance of LOA .
- b) The EMD of all the bidders will be returned without payment of any interest.
- c) The EMD of L1, L2 and L3 bidders would be returned after signing of Agreement without any interest.
- d) In case the L1 bidder withdraws from the Project or is unable to sign the Agreement with BMC then the EMD of L1 Bidder shall be forfeited and the next lowest bidder shall be called upon to match the price quoted by L1. In case the L2 bidder does not agree to match the price quoted by L1 then the L3 bidder shall be provided the same opportunity.

**3.3. Performance Security**

- 3.3.1. The selected bidder shall submit an unconditional and irrevocable Bank Guarantee of an amount equal to 5% of CAPEX towards the Performance Security against supply & installation period, to BMC on or prior to signing of the Agreement. This performance security shall remain valid for a period of 3 months from the date of signing of agreement. In case installation period get extended beyond three months, then the operator shall extend the validity of this bank guarantee for such period for which extension has been granted. This bank guarantee shall be released to the selected bidder within 30 days from the date of start of O&M.
- 3.3.2. On commencement of O&M period, the selected bidder shall submit an unconditional and irrevocable Bank Guarantee, of an amount equal to 5% of OPEX calculated for 5 years, to BMC within 7 days of date of start of O&M. This performance security shall remain valid till completion of O&M period.
- 3.3.3. The Performance Security submitted as per clause 3.3.2 shall secure the due performance of the selected bidder during the operation & maintenance period. In case selected bidder fails to submit bank guarantee as per clause 3.3.2, BMC shall have right to terminate the agreement and in such case BMC shall encash the performance security submitted as per clause 3.3.1.

**3.4. Cost of the RFP document**

- 3.4.1. The bidders are required to submit INR 11,200/- (Eleven Thousand and two Hundred only) (non-refundable, including GST) to be payable in the form of Demand Draft in favour of “Bhubaneswar Municipal Corporation” payable at “Bhubaneswar” along with the Proposal as non-refundable cost of RFP document.

3.4.2. The cost of RFP Document shall be submitted as Part of Technical Bid in a separate sealed cover. Any Proposal not accompanied with RFP document Fees will be summarily rejected by the BMC as being non-responsive and Proposal of such Bidder shall not be evaluated further.

### **3.5. One Bid per Bidder**

3.5.1. Each bidder shall submit only 1 (one) Bid/Proposal for each of the Package. Violation of this shall lead to disqualification of the bidder.

3.5.2. No Joint Venture or Consortium of Bidders is permitted.

### **3.6. Proposal Preparation and Cost**

3.6.1. All bidders will be required to submit a detailed Proposal (the “Proposal” or “Bid”) in accordance with the guidelines set forth in this RFP document. The cost of preparation of the Proposal and related expenses shall be borne by the bidders themselves.

### **3.7. Validity of Proposal**

3.7.1. The Proposal shall remain valid for a period not less than 180 (one hundred and eighty) days from the Proposal/Bid Due Date (the “Proposal Validity Period”). BMC reserves the right to reject any Proposal that does not meet this requirement. Proposal Validity Period and/or EMD shall be extended for a specified additional period at the request of Bhubaneswar Municipal Corporation.

3.7.2. A bidder agreeing to the request will not be allowed to modify his Proposal, but would be required to extend the validity of his EMD for the period of extension.

3.7.3. The Proposal Validity Period of the successful bidder shall be extended till the date of execution of the Agreement.

### **3.8. Right to Reject Proposals**

3.8.1. BMC reserves the right to reject any/all Proposals including the lowest Proposal, or withdraw the invitation of the Proposal at any stage without citing any reason. Nothing contained herein shall confer any right upon a bidder, or create any obligation/liability upon BMC of any type whatsoever.



### **3.9. Misrepresentation/Fraud/Breach of Terms and Conditions**

3.9.1. If it is discovered at any point of time even after execution of the Agreement, that the bidder has suppressed any fact, given a false statement, has committed misrepresentation or fraud, or has violated any of the terms of the Bid, the Bid will be cancelled by BMC. In such an event, the bidder / successful bidder / Operator will not be entitled to any compensation whatsoever, or refund of any other amount. The bidder is also subject to be black listed and the EMD forfeited if he is found to have misled or furnished false information in the forms/statements/certificates submitted in proof of qualification requirements or record of performance such as abandoning of work not properly completed in earlier contracts, inordinate delays in completion of works, litigation history, financial failures, and/or participated in previous tendering for the same work and had quoted unreasonably high bid prices.

### **3.10. Conflict of Interest**

3.10.1. A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder may be considered to have a conflict of interest that affects the Bidding Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 25% holding of equity/profit sharing in another company/firm, or in each other.

3.10.2. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Partnership Firm, and Proprietorship firm is defined as follows.

a) **If Bidder is a Company:** In such case, the Bidder (including its Member or Associate or any share holder thereof of Bidder and/or its Associates) possessing over 25% of the paid up and subscribed capital in its own company, Member or Associate as the case may be, also holds:

- More than 25% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder, its Member or Associates is Company; and/or
- More than 25% of profit sharing in other Bidder, it’s Member or Associates such other Bidder, its Member or Associates is a Partnership firm. And/or Other Bidder, its Member or Associates which is a Proprietorship Firm.

b) **If Bidder is a Partnership Firm:** In such case, the Bidder or its Partners or Associate having a profit sharing of more than 25% of such Bidder or its Partners or Associate as the case may be also holds:

- more than 25% of the capital or subscribed and paid up equity capital in the other

Bidder, its Member or Associate of such other Bidder, its Member or Associates is Company; and/or

- more than 25% of profit sharing in other Bidder, its Member or Associates such other Bidder, its Member or Associates is a Partnership firm, and/or Other Bidder, its Member or Associates which is a Proprietorship Firm.
- c) **If Bidder is a Proprietorship Firm:** In such case, the Bidder or its Proprietor or Associate of such Bidder or its Proprietor or Associate as the case may be also holds;
  - more than 25% of the capital or subscribed and paid up equity capital in the other Bidder, its Member or Associate of such other bidder, its Member or Associates is Company; and/or
  - More than 25% of profit sharing in other Bidder, its Member or Associates such other Bidder, its Member or Associates is a Partnership firm. And/or other Bidder, its Member or Associates which is a Proprietorship Firm.

**Note:**

- (i) It is to be noted that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2 of the Companies Act 2013.
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or.
- (iii) such Bidders has the same legal representative for purposes of this Proposal as any other Bidders; or

### **3.11. Disputes**

#### **3.11.1. Dispute Resolution**

Any dispute, difference or controversy of whatever nature between the bidder / successful bidder and BMC shall be settled as per the dispute resolution procedure set below:

- a) Direct discussion between Parties:

The bidder / successful bidder and BMC agree that any dispute that may arise between them shall be first submitted for direct discussion between the Parties. For this purpose, the notice of dispute (the “Notice of Dispute”) sent by one Party to the other Party under (a) shall be considered an invitation for direct discussion, and it should specify a reasonable time with venue being the office of BMC, Vivekananda Marg, Bhubaneswar for the conducting of negotiation proceedings. In addition, the Notice of Dispute shall specify the basis of the Dispute and the amount claimed. In the direct discussion proceedings, each Party shall be represented by their representatives/officials or employees with sufficient knowledge and authority over the subject matter of the Dispute in order for the discussion to be meaningful. At the discussion proceedings, the Party that has given the Notice of Dispute shall present an offer of a settlement, which may form the starting point of discussions between the two Parties during the discussion proceedings.

- b) Arbitration or adjudication:
- i. In the event that the Parties are unable to resolve the Dispute through direct discussion under Clause (a) provided above, the Parties shall submit the Dispute for arbitration in accordance with the Arbitration and Conciliation Act, 1996. There shall be a Board of 3 (three) arbitrators of whom 1 (one) shall be appointed by BMC , 1 (one) shall be appointed by the bidder or successful bidder, and the third shall be appointed by the 2 (two) arbitrators appointed as aforesaid.
  - ii. The arbitrators shall make a reasoned award, and any award made pursuant to this point (ii) shall be final and binding on the Parties as from the date on which it is made, and the bidder / successful bidder and BMC agree to undertake to carry out the award without delay.
  - iii. The arbitration proceedings shall be conducted in the English language, and in Bhubaneswar only.
  - iv. The cost incurred on the process of arbitration including inter alia the fees of the arbitral tribunal and the cost of the proceedings shall be borne by the Parties in equal proportions. Each Party shall be bear its own legal fees incurred as a result of any Dispute under this clause.
  - v. The rights of the Parties shall remain in full force and effect, pending the award in any arbitration proceeding here under. During the bidding process, no dispute of any type would be entertained. Even in such cases where BMC asks for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute.

## **TENDERING PROCEDURE & SCHEDULE**

### **3.12. Pre-bid Meeting**

- 3.12.1. The purpose of the Pre-bid Meeting will be to clarify and discuss issues with respect to the Project, the RFP document or any other related issues.
- 3.12.2. The bidder or his authorized representative is invited to attend the Pre-bid Meeting, which shall take place in the conference hall of Bhubaneswar Municipal Corporation .
- 3.12.3. The bidders' designated representatives are invited to attend the Pre-bid meetings at their own cost, to be held on 19/09/2018 at 4:30 pm in the Conference Hall of Bhubaneswar Municipal Corporation .
- 3.12.4. Bidders are requested to submit their queries in writing latest by one working day prior to pre bid meeting date.

### **3.13. Amendment of RFP Document**

- 3.13.1. At any time prior to the Proposal/Bid Due Date, BMC may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the RFP document through the issuance of an Addenda. This will be uploaded on the Website of BMC and shall be binding upon all the prospective bidders.

### **3.14. Preparation and Submission of Proposal**

- 3.14.1. The bidders shall be required to submit the Proposal (including both the Technical Proposal and Financial Proposal) in hard copy at the address as mentioned in clause 3.17.3 of this document. The proposal should be hard bound or spiral binding form.
- 3.14.2. Each page of proposal should be serially numbered.
- 3.14.3. All Proposals/Bids shall be signed by the duly 'Authorised Signatory' of the bidder. Bidders shall submit a supporting Power of Attorney authorizing the signatory of the Proposal to commit the bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney.
- 3.14.4. The Authorised Signatory shall initial each page of the Proposal. He shall also initial all the alterations, omissions, additions, or any other amendments made to the Proposal, before submission. Further all the pages of the Proposal shall be sealed by the Bidder.
- 3.14.5. Bidders are required to submit only 1 (one) set of the Technical Proposal in Original.

### **3.15. Language and Currency**

- 3.15.1. The Proposal and all related correspondence and documents shall be written in English language. If any supporting document attached to the Bid is in any other language, the same will be supported by an English translation, and in case of any ambiguity the translation shall prevail.
- 3.15.2. The currency for the purpose of the Proposal/Bid shall be Indian National Rupees (INR).

### **3.16. Bidder's Responsibility**

- 3.16.1. It would be deemed that prior to the submission of the Proposal, the Bidder has made a complete and careful examination of:
  - a) The requirements and other information set forth in this RFP document.
  - b) The various aspects of the Project including, but not limited to other matters that might affect the bidder's performance under the terms of this RFP document, including all risks, costs, liabilities and contingencies associated with the Project.
- 3.16.2. BMC shall not be liable for any mistake or error or neglect by the bidder in respect of the above. Proposals that are not substantively responsive to the requirements of this RFP document will be rejected.

### **3.17. Sealing and Marking of Proposals**

- 3.17.1. The Proposal shall be sealed, marked and submitted as explained below:
  - a) Envelope No. 1: It will contain EMD & Bid Document Fee and will be marked as follow:

“Supply & Installation of Water ATM at Designated Locations in Bhubaneswar including Operation & Maintenance Services - EMD & Bid Document Fee for Package-I/ Package-II (in case of Bidder applying for Package-II)”
  - b) Envelope No. 2: It will contain the following documents (Technical Proposal):
    - i. Letter of Application (as per Format A1);
    - ii. General Information on the Bidder (as per Format A2);
    - iii. Relevant documents confirming the “Minimum Eligibility Criteria” as laid down in Clause 3.1 such as GST registration certificate, EPF/ESI registration certificate;
    - iv. Power of Attorney for Signing of Application (as per Format A3);
    - v. Information on Litigation (as per Format – A4);
    - vi. Technical Qualification as per clause 3.1.2 & 3.1.3 (as per Format – A5);
    - vii. Financial Qualification as per clause 3.1.4 (as per Format – A6);
    - viii. Declaration for Blacklisting and Termination (as per Format- A7);
    - ix. The Technical Presentation in MS PowerPoint format written on a

- CD/DVD and marked & sealed in a cover. (The bidder has to run the presentation from the same CD during Technical Presentation)
- x. Other submission: - Hard copy of RFP document , Pre-Bid replies (if any), Addendum/Corrigendum (if any), duly signed (on each page) by an authorised representative and sealed by the bidder as a token of acceptance;

The above envelop shall be marked as follow:

“Supply & Installation of Water ATM at Designated Locations in Bhubaneswar including Operation & Maintenance Services– Technical Proposal for Package-I/ Package-II (in case of Bidder applying for Package-II)”

Note:

- The Technical Proposal shall be submitted in two copies, one clearly marked as **Original** on the top of the envelope and another clearly marked as **Copy** on the top of the envelope.
- c) Envelope No. 3: It will contain the Financial proposal as per format B1 and B2 and will be duly marked as follow:

“Supply & Installation of Water ATM at Designated Locations in Bhubaneswar including Operation & Maintenance Services – Financial Proposal Package-I/ Package-II (in case of Bidder applying for Package-II)”  
“Do Not Open with Technical Proposal”

- d) Both the Technical and Financial proposal shall be placed within an Outer Envelope on which it shall be clearly marked

“RFP for Supply & Installation of Water ATM at Designated Locations in Bhubaneswar including Operation & Maintenance Services Package-I/ Package-II (in case of Bidder applying for Package-II)”.

- 3.17.2. If the envelope is not sealed and marked, as instructed above, BMC assumes no responsibility for the misplacement or premature opening of the Proposal submitted.
- 3.17.3. The Bids shall be received at the below address until proposal Due Date. Bidders shall submit their Proposals by registered post/speed post/courier only so as to reach the designated address by the Proposal Due Date. For submission of Proposals, there will be no drop box facility available and hand delivery is not allowed. Proposals submitted by fax or e-mail shall not be entertained and shall be rejected.

**Address for submission of Bids: -**

To,  
The City Engineer  
Bhubaneswar Municipal Corporation  
Vivekananda Marg, Near Kalpana Square,

Bhubaneswar - 751014, Odisha

- 3.17.4. Any Proposal received by BMC after Proposal Due Date and time will be summarily rejected.

### **3.18. Opening of Proposals**

- 3.18.1. The Technical Proposals received shall be opened by the Committee constituted by BMC. The date and time of opening of Technical Proposal is mentioned in this RFP.

- 3.18.2. BMC reserve the right to reject any Proposal, if:

- (a) The information and documents have not been submitted as requested and in the formats specified in the RFP document.
- (b) There are inconsistencies between the Proposal and the supporting documents.
- (c) There are conditions proposed with the Technical and/or Financial Proposals.
- (d) It provides the information with material deviations.
- (e) The EMD and/or Bid document fee is not submitted along with the hard copy submission.

- 3.18.3. A material deviation or reservation is one, which:

- (a) Affects in any substantial way, the scope, quality, or performance of the Project, or;
- (b) Limits in any substantial way, or is inconsistent with the RFP document, Bhubaneswar Municipal Corporation rights, or the bidder's obligations.

### **3.19. Evaluation of Proposals**

- 3.19.1. Any Bidder may modify or withdraw its proposal after submission but prior to the deadline for submission of proposal, provided that BMC receives in time the written notice of the modification or withdrawal. The responsibility of submitting the modified bid, within the deadline for submission of proposal will rest solely with the bidder.

- 3.19.2. No bidder shall be allowed to modify its proposal after the deadline for submissions. Bidder shall be allowed to modify the bid after the last date, only if the same is requested by BMC, to accommodate clarifications on the proposal submitted, subject to the proposal substantially conforming to the requirements of this solicitation.

- 3.19.3. In the event of withdrawal of a proposal by any bidder within the validity period, the EMD submitted by the bidder shall stand forfeited.

### **3.20. Evaluation of Proposals**

The evaluation of Proposals will be conducted in 2 (two) steps as explained below:

### 3.20.1. Step-I: Opening of Technical Proposal

- (a) The EMD and Bid Document Fee shall be checked. Proposals without the appropriate EMD and Bid Document Fee shall be considered non-responsive and shall be rejected.
- (b) Then the Minimum Eligibility Criteria of the Applicant shall be checked. The Technical Proposal of those Applicants who are meeting the Minimum Eligibility Criteria shall be evaluated. The Proposals not meeting the Minimum eligibility criteria, as per Clause 3.1, shall be considered non-responsive and shall be rejected.
- (c) All the applicants shall make a presentation on Approach, Methodology and Work Plan at the Venue and time intimated by BMC after evaluation of Technical Proposal.
- (d) The Technical Proposal of the Eligible Applicant shall be evaluated and the Applicant need to score minimum 70 Marks in order to be considered for next stage of bidding i.e. opening of Financial Proposal
- (e) All bidders meeting the requirements of Step-I of the evaluation will be considered for the next stage of the bidding.

#### Basis of Technical Evaluation:

Sr. No.	Criteria	Maximum Marks	Evaluation
1.	Experience of Company/Firm (as per clause 3.1.2) – Supply, installation and operation & maintenance of minimum 5 nos. of water ATMs in a single contract	15	i. 70% marks for minimum eligibility criteria. ii. 100% marks for twice the minimum eligibility criteria or more iii. in between (i) & (ii)- on pro rata basis
2.	Experience of Company/ Firm (as per clause 3.1.3) – Supply, installation and operation & maintenance of minimum 15 nos. of water ATMs in last 5 years	15	i. 70% marks for minimum eligibility criteria. ii. 100% marks for twice the minimum eligibility criteria or more iii. in between (i) & (ii)- on pro rata basis
3.	Average Turnover of Rs. 1,00,00,000 (one crore only) as per eligibility criteria as mentioned in clause 3.1.4	30	i. 70% marks for minimum eligibility criteria. ii. 100% marks for twice the minimum eligibility criteria or more iii. in between (i) & (ii)- on pro rata basis
4.	Technical Presentation on Approach, Methodology, Work Plan and Design & Engineering	<b>40 Marks</b>	
(i)	Approach & Methodology	15	
(ii)	Work Plan	10	
(iii)	Design & Engineering	15	
<b>TOTAL MAXIMUM MARKS</b>		<b>100</b>	

Notes:-

- a) For each Technical Proposal, the total points that can be awarded to each Applicant are 100, and the minimum technical score that an Applicant requires to qualify for opening of the Financial Proposal is **70**.
- b) The proposal with lowest financial bid (L1) shall be awarded the work.



- c) The Technical Presentation in MS PowerPoint format written on a CD/DVD and marked & sealed in a cover shall be submitted with Technical Proposal. (The bidder has to run the presentation from the same CD during Technical Presentation).

### 3.20.2. Step-II-Opening of Financial Proposal

- (a) After the evaluation of Technical Proposals of eligible Bidders is completed, the BMC shall notify those Bidders whose documents were considered non-responsive to the RFP or who do not score the minimum qualifying technical score that their Financial Proposals will not be opened. The Financial Proposals of technically unqualified Bidders will be returned unopened. The BMC shall simultaneously notify in writing those Bidders that have achieved the minimum qualifying technical score and inform them of the date, time and location for the opening of their Financial Proposals. The opening date shall allow the Bidders sufficient time to make arrangements for attending the opening. The Bidder's attendance at the opening of the Financial Proposals is optional and is at the Bidder's choice and expenses.
- (b) The Financial Proposals of eligible bidder whose Technical Proposals have scored at least the minimum qualifying technical score shall be opened by the evaluation committee of BMC on the date and at the time notified by the BMC in the presence of the Bidders whose designated representatives choose to be present. At the opening of the Financial Proposals, the names of the Bidder who quoted the lowest amount (total of CAPEX and OPEX) will be termed as L1 Applicant. The next two lowest financial proposals will be termed as L2 & L3 and shall be kept in reserve and may be invited in case L1 bidder withdraws or fails to comply with any requirements specified in RFP document. If any Financial Proposal is found:
  - (i) not to be complete in all respects;
  - (ii) not duly signed by the authorized signatory of the bidder;
  - (iii) not to be in the prescribed format; or
  - (iv) to contain alterations, conditions, deviations or omissions,

Then such Financial Proposal shall be deemed to be substantially non-responsive and liable to be rejected.

- (c) Activities and items described in the Technical Proposal (in PPT) but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the Financial Proposal.
- (d) The prices quoted by the Bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the financial proposal formats. If some discrepancies are found between the rate/ amount given in words and figures, the total amount shall be corrected as per the following procedure, which shall be binding upon the Bidder:

- a) When the rate quoted by bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct and amount reworked.
- b) When there is difference between the rate in figures and words, the rate which corresponds to the amount worked out by the Bidder, shall be taken as correct.
- c) When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted and amount will be reworked.

3.20.3. If 2 or more bidders quoted the same financial amount and are lowest, then the Proposal with the higher technical score will be selected. Generally, the L1 Bidder will ordinarily be the selected bidder.

3.20.4. The Proposals (Financial Proposal and Technical Proposal) should be unconditional and any condition attached with the Proposal(s) shall result in the rejection of the proposal.

3.20.5. In order to maintain uniformity in price, the preferred bidder of one package quoting higher Financial Quote than the other preferred bidder of other package, then one shall have to match with the Lowest Financial Quote offered between both. This shall be final and binding and no negotiation in this regard shall be entertained by BMC. In case the preferred bidder quoting higher Financial Quote does not agree to match with the lower financial quote may not be awarded the project. In such a case, BMC shall provide an opportunity to the L2 bidder of that particular package to match with the lower financial quote among the two package for award of work. This process shall continue till L3 bidder. In case no bidder agree for the same then BMC may award both the Package to the Preferred bidder quoting lower rate or it deems fit.

### **3.21. Confidentiality**

3.21.1. Information relating to the examination, clarification, evaluation and recommendation for the short-listed bidders shall not be disclosed to any person not officially concerned with the process. BMC will treat all information submitted as part of all Proposals confidential and will insist that all those who have access to such material also treat it in confidence. BMC shall not divulge any such information unless it is ordered to do so by any Government Authority that has the power under law to require its disclosure or due to Statutory Compliances.

## **4. Negotiation**

4.1.1. The L1 Applicant may be invited for negotiations with the Client. The negotiations will be held with the L1 Applicant's authorized representative at the date and address as intimated to the L1 Applicant. The negotiations will be for re-confirming the obligations of the L1 applicant under the Contract and the RFP and finalising the detailed work plan and deliverables.

- 4.1.2. BMC reserves the right to invite L2 also to match their financial proposal with the LI bidder. In case L2 bidder match his financial proposal with L1, BMC may issue LoA to L2 also for this proposal for half the quantities proposed in this RfP or as it deems fit.

#### **4.2. Technical Negotiations**

The negotiations will include discussions on the Terms of Reference (TORs), the proposed methodology, quality of work plan, the Client's inputs, deployment of the Support Team, the special conditions of the Contract, and finalizing the details of the Services to be provided by the L1/L2/L3 applicant, as the case may be. These discussions shall not substantially alter the original scope of Services under the TOR or the terms of the Contract.

### **5. Execution of Agreement**

- 5.1. Due to the urgency of the work under this contract, BMC reserves the right to contract directly part of the work to any other bidder, if (a) the circumstances warrant such contract; and (b) the agency so proposed for the work must have participated in the bidding process and must possess the experience, qualification and equipment necessary for the job proposed to be entrusted to them in proportion to the quantum of work to be contracted. (c) the agency so proposed must be ready to undertake the proposed work at the lowest quote quoted by the successful bidder. In such an event, the minimum requirement of machineries/ manpower or other shall be deployed in proportionate manner or as specified by BMC during negotiation.
  - 5.1.1. The Selected bidder shall be required to execute the Agreement within 30 (thirty) days of issuance of the LoA by BMC in writing, or by the date as mutually agreed between the Parties to the Agreement.
  - 5.1.2. Failure to meet the above conditions will result in a breach and BMC shall be entitled to cancel the award without being liable, in any manner whatsoever, to the bidder and to appropriate the EMD and/or any other amount deposited till that time as damages.
  - 5.1.3. The cost of execution of Agreement and any other related legal documentation charges and incidental charges will be borne by the Selected bidder.

### **6. OBLIGATIONS OF BOTH THE PARTIES**

#### **6.1. Obligations of BMC:**

- 6.1.1. BMC/ any of the Government Agency is vested with the rights as overseer and the title of interest/ ownership/ and rights with regard to the Project Site. The operator shall only be vested with the Right to Operate for installing and operation & maintenance.

- 6.1.2. Upon request from the Operator, BMC shall provide reasonable assistance and facilitation in procuring clearances/approvals which are necessary for the implementation of the Project and which are in its authority to grant or cause to be granted subject to the Operator complying with the eligibility criteria for the grant of such clearances. However, the end responsibility for obtaining all such approvals/clearances whether from any Department or any other authorized agency/Government of India or any other statutory body shall be that of the Operator.
- 6.1.3. BMC shall provide the Operator a space in the Command Centre of Bhubaneswar for setting up its Control room for the subject work.

## **6.2. Obligations of the Operator**

- 6.2.1. Take over the rights under this contract from the BMC for discharging its duties as specified in Schedule-I of the RFP i.e. Terms of Reference.
- 6.2.2. Comply and observe at all times with all Applicable Permits, approvals, Applicable Laws, all central / state government / semi-government / local body's rules and regulations applicable to rendering of such services and in the performance of its obligations under this work and also, complying with all the inter disciplinary measures as followed by BMC.
- 6.2.3. Obtain any and all permits, necessary approvals, clearances and sanctions from the Competent Authority(ies), for necessary facilities like power, firefighting, telecommunications, etc. as and when required, for the Operator and its employees to perform their obligations under this work.
- 6.2.4. Make own arrangements to obtain the import licenses, if required for the import of machines and equipment at the Project Site, as required for this Project.
- 6.2.5. Ensure to get all the machines/vehicles registered under the competent authority who are recognized for such registrations.
- 6.2.6. Ensure that the services supplied conform to the standards of the technical specifications and where no applicable standard is mentioned, the standards shall be equivalent or superior to the official standard whose application is appropriate to the country of origin of the goods and suitable to Bhubaneswar weather conditions and usage.
- 6.2.7. Provide all the benefits to its staff such as Medical Insurance, ESI/EPF Coverage, regular Medical Check-up, Safety gears/Personal Protective Equipment (PPE) during operation of the project and any other facilities with compliance to the Governing Law of India in relation to Labour Welfare.
- 6.2.8. Ensure that the subject work is not sub-let to any other Operator.
- 6.2.9. Ensure not to pose any problem/nuisance to the general public, public traffic during the performance of work as per scope of work. The Operator shall be solely responsible for the behaviours and honesty of its workforce.

- 6.2.10. Ensure not to dump or dispose of litter waste, garbage, or recyclables waste on any street, alley or other publicly owned property unless expressly authorized by BMC.
- 6.2.11. In the event of any accident/damage to third party by any of the vehicle/equipment of the Operator, BMC shall be completely free from any liability of any nature occurred on account of the accident. The Operator shall be fully and exclusively responsible for the liabilities arising on account of accident and damage to the vehicle, manpower or to the third party. The Operator shall be fully and solely responsible for any death or bodily injury to his staff member or any other person in the employment of the Operator or to any other person during the performance of the contractual services. This includes any third party claims.
- 6.2.12. Solely responsible for any consequences under various laws, arising out of any accident caused by vehicles, equipment or his employees to the property or personnel of BMC.
- 6.2.13. Make efforts to maintain harmony and good industrial relation among the personnel employed in connection with the performance of the Operators obligations under this work and shall be solely responsible for compliance with all labour laws and shall be solely liable for all possible claims from any third party and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies BMC against any accident claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall BMC treated as employer in this regard.
- 6.2.14. Neither place or create nor permit any other person claiming through or under the Operator to create or place any Encumbrance over all or any part of the project Site/assets or on any rights of the Operator therein.
- 6.2.15. In case of loss due to damage to the Project Facility/assets, due to the negligence of the Operator, the Operator shall be responsible for making good the same immediately at its own cost and shall continue to keep them available for public use, at all times, within the Contract Period.
- 6.2.16. To pay at its own cost all applicable existing taxes / charges / fees including GST, stamp duty, registration charges and any other related legal documentation charges, if any, in respect of the said Project, as leviable on the date of submission of Commercial Proposal.
- 6.2.17. Shall ensure that the operation, maintenance and management of the Project Sites and project assets provided therein are both in conformity with the relevant norms and Maintenance Manual.
- 6.2.18. Shall have BMC Logo printed/stickered on the water ATMs . The Advertisement rights at all times during the work tenure of this work shall be vested with BMC.

- 6.2.19. On expiry of the Contract Period, within a maximum period of 7 (seven) days, to leave the entire Project Sites and/or assets in a clean and safe condition to the satisfaction of BMC. However, all the machines/vehicles, super structure created, equipments and any other assets as brought in by the Operator shall be handed over by the Operator to BMC without any further cost.
- 6.2.20. Shall be liable for and shall indemnify, protect, defend and hold harmless BMC, BMC's officers, employees, etc. from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Operator to discharge its obligations under this section and to comply with the provisions of Applicable laws and Applicable permit.

## **SCHEDULE -I: TERMS OF REFERENCE**

### **Part I: General Scope of Work**

- a) The agency shall supply, install and operate & maintain 5 nos. of water ATMs as specified in Part-II of Schedule-I of this RFP, at designated locations of Bhubaneswar City. At each of the designated locations, number of water ATMs to be installed shall be decided by BMC during joint survey to finalize the location of ATMs.
- b) A joint survey would be conducted by BMC and agency to finalize the location for installation of water ATMs.
- c) The agency shall design the water ATMs as per the requirements of the client and as per the minimum technical specification mentioned in Part-II of this part under complete job on turnkey basis at designated locations in Bhubaneswar city. The agency shall obtain the approval of BMC on the design proposed as per minimum technical specification mentioned herein and also for the proposed technology of equipment.
- d) The agency shall Supply & Installation of Water ATM at Designated Locations in Bhubaneswar including Operation & Maintenance Services identified by BMC.
- e) The built form shall give a simplistic, pleasant unitized look to each water ATM.
- f) The agency shall certify the structural safety of the installation and barring force majeure, accidents and vandalism. The bidder shall make good any structural faults in the installation, if any at the earliest.
- g) The agency shall carry out the installation in a safe and responsible manner without any inconvenience or danger to the public.
- h) The agency shall be liable for five years maintenance guarantee against any manufacture defect.
- i) The advertisements rights on installed water ATMs shall be with BMC only.
- j) BMC will get all the necessary approvals, if any required for execution of work related to installation of water ATMs. However, the documentation, application and any other work related to such approval shall be done by the agency.
- k) The agency shall extensively coordinate with BMC during all stages of the project. Any civil construction work required for installation of water ATMs shall be carried out by the agency as mentioned in clause 2 of Part-II of Schedule-I.
- l) The agency shall obtain written approvals from BMC at all stages, before commencing work on any particular stage of work.
  - (i) During the construction phase the agency shall obtain written approval from BMC, before commencing the work.
  - (ii) The approvals as stated above shall include but not be limited to Design of the water ATMS and Installation of water ATMs.
  - (iii) As a part of the approval process, the agency shall, when changes are demanded by the BMC, modify and resubmit the submissions in accordance with the suggestions/comments made by the BMC.

- (iv) All such revisions shall be to the complete satisfaction of BMC. No work under the scope of works under this bid/contract shall be commenced before obtaining the said written approval from the BMC.
- m) The agency shall conduct relevant and necessary studies/investigations/feasibility analysis required for carrying out the scope of works. No separate payment for any such works shall be payable to the bidders/successful bidder.
- n) The design and manufacturing shall comply with relevant IS/EN Codes, NBC and codes/Standards as applicable for the supply and installation of the water ATMs. In the event, for a particular work[s] an Indian Code[s]/Standard[s] is not available, the agency shall identify and obtain approval from BMC wherever new/other codes need to be adopted.
- o) The BMC shall facilitate / provide electricity, water or any other utility required for civil related work and for installation of water ATMs.
- p) BMC shall provide and handover the sites cleared and free from any encumbrance.
- q) The agency shall adhere to the followings during installation of water ATMs:
- (i) Certification of structural safety of the installation barring force majeure, accidents, vandalism, and the agency shall take rectify to any structural faults in the installation, if any within 10 days of notice issued to the agency by BMC.
  - (ii) BMC shall not be responsible for untoward incidence, if occurred due to the agency fault. The Bidder would be responsible for any civil/criminal proceedings arising out of such incidence and for damage caused to life and property thereof.
  - (iii) Warranty: Water ATMs and other peripherals such as purification, chilling & dispensing systems supplied & installed shall have warranty for satisfactory performance, for a period of 12 months (extendable to a further period of one year) from the date of signing of agreement.
  - (iv) The agency shall carry out the installation in a safe and responsible manner without any inconvenience or danger to the public.
  - (v) All necessary activities related to cleaning and preparation of the site for installation water ATMs shall be undertaken by the agency.
  - (vi) The agency shall clean/dispose of all the debris and other material accumulated due to the civil work and installation of water ATMs.
  - (vii) The agency shall repair the site, pavement, road, curb or other structure in case the same is damaged or affected due the construction.
  - (viii) The regular water supply for the storage tank and electricity connection for the water ATM shall be provided by BMC, however agency may be asked to facilitate BMC in getting power connection.
  - (ix) The agency shall install storage tank of 1000 ltr, if and only required by BMC. The payment of such will be done as per “Schedule of Rate”
- r) The agency shall install required Sensors in each water ATMs and shall provide a software solution at control room for tracking the water cooling temperature, water dispensing quantity, coin collection box (If box got full) as per the specification as mentioned in clause 3 of Part-II of Schedule-I. The software solution shall be mobile compatible and have a



provision for alerting the operator about dispensing water level, coin box (got fill) and to set the temperature for cooling the water (Up to 20°C). The operator shall analyse and provide a plan based on the data provided by the sensors.

- s) The agency shall also install RFID-based common payment card and shall be integrated with Common Payment Card/Odyssey card system as prescribed by BMC. The agency shall also be responsible for operation and maintenance of installed water ATMs and other equipment for the entire duration of the contract period.

## **Part II: Supply & Installation of Water ATM at Designated Locations in Bhubaneswar including Operation & Maintenance Services - Technical Specifications & Other Requirements**

### **1. Supply and Installation of 5 nos. of water ATMs**

- A single water ATM dispensing machine should comprises of dispensing module which will run on solar power & electricity. This water ATM should have two features which will help consumers to purchase water from the water ATM unit through either of the mechanism.
  - Cashless transactions through a RFID-based common payment card of Bhubaneswar.
  - Cash based transactions through a coin drop interface
- All the equipment pertaining to water ATM should be mounted on to robust, aesthetically good looking self-contained structure.
- The installed water purification unit should have a UV based purification capacity of purifying at least 100LPH. The installed water purification unit should have ability to monitor the vital operational parameters – like product water flow rate, TDS (in ppm) of raw and product water, status of various purification components like UV tube, etc.- through a remote access and monitoring system based on GSM/GPRS connectivity.
- The water ATMS should have a water chilling capacity of at least 0.75 ton rating. Ideally, the water ATMS should be capable of supporting 60 transactions of 1 litre each per hour, without compromising the water temperature. The water chiller can cool water up to 20°C (subject to vary based on ambient)
- The water ATMSs should be unmanned installations capable of automated dispensing of safe drinking water.
- The water ATMSs should have a user friendly interface with a smart card based and/or coin based water dispensing mechanism.
- The water ATMSs should have capability to disable/stop dispensing if the quality of water does not meet IS: 10500 standards.
- The water ATMSs should be capable of charging flexible user fee as decided by BMC from time to time.
- The water ATMSs should be capable of dispensing water, even in the absence of power supply.
- All water ATMSs relying on card based mechanisms should ensure that a user card is valid on all the water ATMSs installed within the purview of this project.
- The water ATMSs should be capable of dispensing any quantity of drinking water ranging from 300 ml to 20 L in a single transaction as decided by BMC.
- The water ATM should comprise of a water purification unit of output capacity of 100 liters per hours (LPH). These UV treatment is the primary purification technology.
- The water ATM should have effective water storage capacity of 200 ltr. purified which is embedded in fully automated operations. The Raw water TDS limit should not cross below 3000 ppm.

The required basic structure is mentioned below:

Dimensions of water ATM	1220mm x1150mm x 3000mm (l x b x h) Approx.
Power Supply	Single Phase 230V AC
Weight	1000 kg. approx.
Water Dispensing Capacity	100 LPH
Effective Chilling tank capacity	Minimum 50 ltr.
Dispensing water quantity	300 ml to 20 ltr.
Solar Panel	Max Power+40W, Max Voltage 17.5v, Max Current 2.35 Amp.
Solar battery	Capacity 12V/12Ah Rechargeable Sealed maintenance free Battery.
Smart Card operated	Smart card
Coin operated	1,2,5,10
Warranty	12 months
Limit through RFID/Smart card	Up to 20 ltr.

- The bidder shall provide warranty on components of water ATM unit for a period of 12 months. It will include raw UV panel, water tank & high pressure tank
- There will be attest 1 dispensing spout in the water ATM.
- The water ATM unit is capable of dispensing from 300ml to 20 liters of water in a single transaction.
- The unit accepts both RFID card and coin for dispensing water.
- 6 (Six) maintenance visits should be provided for purification unit free of cost by Bidder within first year from the date of installation.
- Monthly consumables (Cartridge filters, dosing chemical and tank-wash chemical) to be provided free of cost by the bidder.

## 2. Civil Works

The water ATM should be installed over a masonry platform being size of 2mtr X 2.20 mtr X 0.45 mtr. (lxtxh) with proper finishing with an approach of 2 nos. of steps of size 0.90m X 0.25m X 0.15m (lxtxh). Floor of the platform would be black granite. The platform foundation should be constructed with a minimum of 0.40m over a lean concrete of (1:3:6). The four side wall of platform to be made by Fly-Ash brick with 12mm cement plaster of proportional (1:4). The side wall surface should be covered by good quality wall tile and top with good quality antiskid floor tile after filled the inside with sand and sealed with 0.10mt c.c (1:2:4). The curing for the structure to be ensured as per required time. Other unforeseen items to be added as per the direction of Engg-In-Charge of BMC.

## 3. Sensor and Monitoring System

Sensors will be used to control the temperature of water cooling which will be adjustable upto 20° C. It will be monitored from control centre and the required data will be sent to the operation for necessary action.

## 4. Monitoring System Specification

A comprehensive water ATM monitoring system to be implemented having following features.

- System Hosting:** Hosting on cloud, adequate security measures are taken and assured to prevent any breach. Integration with command centre to be done as and when available.

**b. Reports**

- Several Customized MIS Reports should be available (example: Coin box, water temperature, UV technology & other automated operations, etc.)
- In addition, daily water ATM related status and daily monitoring status should also be available.

**c. Admin**

- Admin Module should have facility to add, edit and delete the user. The rights of information to be viewed by the user can also be controlled by the admin.
- The admin can assign water ATMs to ward, zone and selected integrator.

**d. Mapping Platform**

- Google Maps or suitable maps may be used as a mapping platform. The successful Bidder should ensure that street level accuracy is obtained in this platform.
- The successful Bidder will have to define all the Geo-locations for mapping platform.
- Updating / changes of Geo-locations will also be carried out by the Successful Bidder as & when required.
- In future, if BMC gets GIS based street level map, the Successful Bidder will have to integrate and synchronize it with existing system and Google Maps may discontinue.

**Part III: Operation and Maintenance of water ATMs for 5 years.**

- a) In case of regular & periodic maintenance, the Agency is required to undertake the same during non-peak consumption hours, preferably from 9.00 pm in evening to 4.30 am of next day.
- b) In case of occasional trouble shooting or break-down, the system should be repaired and made functional within 3 hours of such occurrence.
- c) For quick response to troubleshooting of the system and reboot the same within a reasonable time period, the Agency is required to establish a local O&M centre within BMC area and should keep sufficient tools, spares, consumables and manpower to make the system functional immediately. Reasonable time to be allowed to reboot the system or any of its component/sub-component shall be as per instruction of BMC to the Agency. Frequent failure at an interval of fifteen days to one month of any component/sub-component shall be treated as a breach of contract which would attract economic penalty as decided by BMC. In any case, the economic penalty for non-functional of water ATM with respect to the required output quantity and quality by more than four hours during the peak operation period of any day (7.00 am to 9.00 pm) shall be recovered/payable from/by the Agency to BMC at the rate of five times the average value of water sold to consumers per day during five functional days preceding to the break-down incident day of the respective ATM.
- d) BMC may at any time, check the operation of the system or designate an organization of its choice at the cost BMC to carryout inspections of the system, to satisfy itself that the Agency is performing its obligations with due diligence. Any assistance at sites such as testing of water samples by field test kits, providing records, etc., required for such inspection of the system shall be provided by the Agency at its own cost.
- e) The agency shall be responsible to maintain the periphery of water ATM clean and hygienic on a regular basis or as required by BMC so that the water ATM areas are free from littering and odour. The agency may at its discretion uses such equipment as required for the cleaning activities.

- f) The work consists of operation and maintenance of 5 nos. of water ATMs installed in the city at designated locations.
- g) The coins collected from user operating the water ATMs should be periodically handed over to BMC as per the directions of BMC.
- h) The agency should submit bills every month along with monthly reports certified by the concern designated official of BMC.
- i) The rate quoted shall include all the GST/taxes and duties. No separate GST/ any other tax will be paid by BMC.
- j) Any damage to the water ATMs in the contract period due to O&M, needs to be rectified/replaced by the agency and BMC shall not pay for any parts.
- k) Maintenance of the civil structures shall be carried out by the agency and payment shall not be made by BMC.
- l) Routine maintenance of water ATMs shall be done by the agency to keep the ATMs in condition during the contract period.
- m) Sufficient stock of spares or accessories should be kept by agency.
- n) BMC reserves the advertisement rights on water ATMs.
- o) The entire operation and maintenance task is based on “AMC”. The agency shall engage their man power as per the requirement of BMC. Staffs should be available at designated locations so that the troubleshooting can be done as per the stipulated time.
- p) The handing over process of the asset shall be initiated at least one month prior to the expiry of the tenure of operation. The Agency shall intimate in writing to BMC and transfer possession of the project asset in full functional stage free of cost for further maintenance. However, subsequent extension of the O&M contract with the Agency at spells of one year after expiry of the initial contract period may be considered at such physical & financial terms and conditions, the Agency & BMC may mutually arrive at.

**5. Penalty:**

The decision of Commissioner, BMC regarding the reasons for delay, if any, in completion of the work shall be final and binding on the agency. If the Commissioner, BMC is not satisfied regarding the genuineness of delay for progress and/or completion of the work, then he/she may impose penalty upon the contractor @0.5% per day of delay of the value of work lying unfinished subject to a maximum 5% of the agreement amount.

**6. Work Completion Timelines and Payment Terms**

5.1. The entire CAPEX work including supply, installation and commissioning should be completed within 45 days from the signing of agreement. Payment for the same would be made as per the payment schedule mentioned below:

Sl. No.	Particulars	Payments
1	Supplying of 5 nos. water ATMs at site.	50% of quoted rate
2	Installation & Commissioning of water ATMs at identified sites.	40% of the quoted rate

The remaining @10% of the quoted rate will be withheld against warranty period of 12 months. The amount shall be divided in 12 equal monthly instalment paid on a quarterly basis starting from the date of operation & maintenance.

5.2. Payment during the operation and maintenance period (after commissioning of the Water ATMs), would be done on a monthly basis. The selected agency would be required to raise monthly invoice during the operation and maintenance period and payment for the same would be made after approval by BMC.

## SCHEDULE-II: PRSECRIBED FORMAT

### **A1. Letter of Application**

*(To be submitted on Bidder's letter head and signed by the bidder's Authorised Signatory)*

Location & Date:

To,  
**Bhubaneswar Municipal Corporation**  
Vivekananda Marg,  
Near Kalpana Square,  
Bhubaneswar - 751014, Odisha

Subject: Proposal for "Supply & Installation of Water ATM at Designated Locations in Bhubaneswar including Operation & Maintenance Services- Package I/ Package II".

Dear Sir or Madam,

1. Being duly authorized to represent and act for and on behalf of bidder, and having studied and fully understood all the information provided in the bid document, the undersigned hereby apply as a bidder for "**Supply & Installation of Water ATM at Designated Locations in Bhubaneswar including Operation & Maintenance Services**" according to the terms and conditions of the RFP document issued by Bhubaneswar Municipal Corporation (BMC).
2. Our Technical and Financial Proposals are as per the requisite formats along with the supporting documents, duly filled are submitted.
3. The Bid Document Cost of Rs. 11,200/- (Rs. Eleven thousand two hundred) has been submitted through Demand Draft No..... Dated. \_\_/\_\_/\_\_.
4. The EMD of Rs. 1,50,000 (Rupees One Lakh Fifty Thousand Only) has been submitted in the form of Bank Guarantee/Term Deposit Receipt of any Nationalized / Scheduled Bank(s)/ Post Office or in the shape of National Saving Certificates (NSC)/ Kisan Vikas Patra (KVP) instrument(s) of Govt. of India Dated. \_\_/\_\_/\_\_. payable at "Bhubaneswar" [pledged] in favour of "Commissioner, Bhubaneswar Municipal Corporation"
5. BMC and its authorized representatives are hereby authorized to conduct any inquiries/investigation to verify the statements, documents and information submitted in connection with the Proposal and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary as requested by yourselves to verify statements and information provided in the application or with regard to the resources, experience and competence of the applicant.
6. This proposal is made with full understanding that:
  - (a) BMC reserves the right to reject or accept any Bid/Proposal, cancel the bidding process, and/or reject all Bids.

- (b) BMC shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
7. We, the undersigned declare the statements made and the information provided in the duly completed application forms submitted, as complete, true and correct in every detail.
  8. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP document and Project related Information as required for the Proposal. We have also visited the site/roads for the assessment and have made our own due diligence and assessment regarding the Project.
  9. We agree to keep our Proposal valid for 180 (One Hundred Eighty) days from the Proposal Due Date and not to make any modifications in its terms and conditions not acceptable to BMC. Should this Proposal be accepted, we hereby agree to abide by and fulfil all the terms, conditions and provisions of the aforesaid documents.
  10. This application is made with the full understanding that the validity of Proposal submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by BMC. We agree that, without prejudice to any other right or remedy, BMC shall be at liberty to forfeit the said EMD absolutely.

Yours sincerely,

(Signature & full name Authorized signatory)  
Name and seal of Bidder

## **A2. General Information of the Bidder**

*(To be submitted on Bidders letter head and signed by the bidder's Authorised Signatory)*

1. Bidder's Information:

- (a) Name of Proprietorship firm/ Partnership firm/Company:
- (b) Country of Incorporation/Registration:
- (c) Address of Corporate Headquarters and its branch office(s):
- (d) Status of the Bidder (Proprietorship/ Partnership/Pvt Ltd. or Public Ltd.)

2. Details of Authorized Signatory:

- (a) Name:
- (b) Designation:
- (c) Company:
- (d) Address:
- (e) Telephone Number:
- (f) Fax Number:
- (g) E-Mail Address:

For and on behalf of (Name of the Bidder)

Designation:

Place:

Date:

To be enclosed:

- 1. Documents certifying Bidder's legal status/ Certificate of incorporation /registration (duly certified/notarised).
- 2. Latest organization profiles, etc. (duly certified/notarized, wherever possible).
- 3. AoA and MoA of the organization/ Partnership Agreement
- 4. Other supporting documents.



### **A3. Format for Power of Attorney for Signing of Proposal**

#### FORMAT OF POWER OF ATTORNEY FOR APPOINTING SIGNATORY (On Requisite Stamp Paper)

KNOW ALL MEN by these presents that we, [name of the company/partnership/ proprietary firm ], a company/partnership/ proprietary firm incorporated under the [Insert relevant act], having its Registered Office at ..... (hereinafter referred to as “company/partnership/ proprietary firm ”):

WHEREAS in response to the Request for Proposal (RFP) for “\_\_\_\_\_” (“Project”), the company/partnership/ proprietary firm is submitting its Proposal for the Project issued by the BMC and is desirous of appointing an attorney for the purpose thereof.

Whereas the company/partnership/ proprietary firm deems it expedient to appoint Ms./Mr. \_\_\_\_\_ daughter/son of \_\_\_\_\_ resident of \_\_\_\_\_, holding the post of \_\_\_\_\_ as the Attorney of the Company.

NOW KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ [name of the Company] do hereby nominate, constitute and appoint [name & designation of the person] son/daughter/wife of \_\_\_\_\_ as its true and lawful Attorney so long as she/ he is in the employment of the company/partnership/ proprietary firm to do and execute all or any of the following acts, deed and things for the company/partnership/ proprietary firm in its name and on its behalf, that is to say:

- to act as the company’s official representative for submitting the Technical Proposal and Financial Proposal for the Project and other relevant documents in connection with the RFP.
- to sign all documents in relation to the Proposal (including clarifications and queries to the RFP) and participate in bidders and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Proposal;
- to submit documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
- to sign and execute contracts relating to the Project, including any variations and modifications thereto;
- to represent the company/partnership/ proprietary firm at meetings, discussions, negotiations and presentations with Authority, Government Authorities, Independent Engineer and any other Project related entity;
- to receive notices, instructions and information for and on behalf of the company/partnership firm;
- to execute all necessary agreements or documents for implementation of the Project, including the Agreement for and on behalf of the company/partnership/ proprietary firm ; and
- to do all such acts, deeds and things in the name and on behalf of the company/partnership/ proprietary firm as necessary for the purpose aforesaid.

And we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the power hereby conferred shall always be deemed to have been done by us.

<p>The common seal of [name of the company/partnership/ proprietary firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on the ____day of _____,20____ in the presence of [name &amp; designation of the person] and countersigned by [name &amp; designation of the person] of the company/partnership/ proprietary firm of [name of the company/partnership/ proprietary firm]</p>	<p>----- [name &amp; designation of the person] ----- [name &amp; designation of the person]</p>
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Instructions:

- (1) *The mode of execution of the 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.*
- (2) *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Bidder.*
- (3) *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

**A4. Information on Litigation**

*(To be submitted on agencies letter head and signed by the bidder's Authorised Signatory)*

<b>Sl. No.</b>	<b>Name</b>	<b>Forum and Counterparty</b>	<b>Brief Description of the matter</b>	<b>Estimated financial liability</b>	<b>Current Status of Litigation</b>	<b>Orders passed against the Bidder</b>

Authorized Signatory:

Designation:

Place:

Date:

**A5. Technical Qualification of the Bidder**

*(To be submitted on agencies letter head and signed by the bidder's Authorised Signatory)*

[The following table shall be filled in for the Bidder]

Name: *[insert full name]*

Date: *[Insert day, month, year]*

Bid no and Title: *[Insert bid number]*

*[Identify similar Assignments undertaken by the Bidder over the past 5 (five) years and the details set out in the table below. The similar Assignments should be listed chronologically, according to their date of commencement]*

<b>Duration</b>	<b>Status (Complete/ Ongoing)</b>	<b>Eligible Assignment name&amp; brief description of main deliverables/output</b>	<b>Name of Client &amp; Country of Eligible Assignment</b>	<b>Approx. contract value (in INR. Equivalent)/ amount paid to the Bidder for Eligible Assignment</b>	<b>Certificate from the client provided</b>
{e.g., Jan.2015– Apr.2017}		{e.g., “Supply & installation of ... nos. of water ATMs .....}		{e.g.,INR 01 Cr.}	Yes/No  a. Work order b. Copy of completion certificate; [Issued by Competent Authority]

(Name and Signature of Authorized Signatory)  
(with the Company/firm stamp)

**Notes:**

- *For each similar Assignment, the Bidder should indicate the duration of the assignment, the contract amount, the amount paid to the Bidder) and the Bidder's role/involvement.*
- *Bidders are expected to provide information in respect of each similar Assignment in this format. Each similar Assignment must comply with the requirements set out in the eligibility criteria.*
- *For each completed similar Assignment, work order and the completion certificate issued by the client certifying that the assignment has been completed by the Bidder should be furnished. In case completion certificate from the client is not available, self-certification by the authorized signatory of the bidder with contact details of the client can be provided.*

- *Ongoing similar Assignment where operation & maintenance work has not been completed for at least 1 year after installation of water ATMs, shall not be considered for fulfilling minimum technical eligibility criteria.*
- *The BMC reserves the right to ask for documentary proofs for the claims made with regard to technical eligibility and work experience at any stage of bid process or for the selected bidder, any time thereafter.*
- *The BMC reserves all rights to verify the authenticity of experience related certificates or any other certificates submitted by the bidder, at any stage of bid process or even thereafter. In case of finding any fraudulent practice during verification, the client will have the right to reject the bid or to terminate the contract.*

**A6. Financial Qualification of the Bidder**  
(on the letter head of Statutory Auditor/Chartered Accountant)

**CERTIFICATE FROM THE STATUTORY AUDITOR REGARDING  
TURNOVER**

**FOR RFP NO. .... DATED (DD/MM/YYYY)**

Based on the books of accounts of (*insert name of the Bidder*) (**Bidder**) and other published information authenticated by it, this is to certify that:

as on (*insert date*), the Bidder's average annual turnover as per Clause 3.1.4 of this RfP is Rs..... (Rupees .....).

Further, the annual turnover of the bidder of past 3 years are provided below:

<b>Bidder Type</b>	<b>Turnover (INR Crores)</b>
Financial Year 2015-16	
Financial Year 2016-17	
Financial Year 2017-18	

Name of the auditor:

Seal of the auditor:

Signature:

Name:

Membership Number:

Designation:

Date:

**A7. Format for Declaration by the Bidders on Blacklisting and Termination**

*(To be submitted on bidder's letter head duly signed by authorize signatory)*

I/We hereby declare that I/we including our subsidiary or associate companies have never been Blacklisted or Terminated by BMC or any other Government Agency in India.

**Signature and Seal of the Bidder:**

### **B1. Format for Financial Proposal**

*(To be submitted on bidder's letter head and signed by the bidder's Authorised Signatory)*

Date:

To,  
**Bhubaneswar Municipal Corporation**  
Vivekananda Marg,  
Near Kalpana Square,  
Bhubaneswar - 751014, Odisha

Subject: RFP for "Supply & Installation of Water ATM at Designated Locations in Bhubaneswar including Operation & Maintenance Services- Package I/ Package II".

Dear Sir,

[Being duly authorized to represent and act on behalf of \_\_\_\_\_ (*name of the Bidder*)], having reviewed and fully understood all the requirements of the Request for Proposal dated [ ] (**RFP**) issued by BMC for (a) [Project Name] (collectively the **Project**), we hereby provide our Financial Proposal.

1. **The total capital cost (CAPEX) quoted by us is** Indian Rupees \_\_\_\_\_ **(in words)**
2. The Operating Cost (OPEX) for 5 years quoted by us is Indian Rupees \_\_\_\_\_ (in words \_\_\_\_\_).
3. The above amount is inclusive of Taxes / GST or any other tax liability.
4. We understand that the Project shall be developed following the terms and conditions specified in the RFP Document and Applicable Laws.
5. We understand that our Payment shall be done on the basis provision as mentioned in clause 8 of schedule -I: Terms of reference.
6. The Capital Cost & Operating Cost for implementing the Project has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of all the conditions that may affect the Proposal.
7. It is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 180 days from the Proposal Due Date. We acknowledge and agree to submission of an unconditional proposal.

We are making this Financial Proposal after taking into consideration all the terms and conditions stated in the RFP document, and after careful assessment of the Project, all risks and contingencies and all other conditions that may affect the Financial Proposal.

Name & Signature of Authorised signatory  
Name and seal of Bidder  
Place:



**B2. Financial Proposal Details for Package-I**

(To be submitted on Bidders letter head and signed by the bidder's Authorised Signatory)

Date:

#	Activity	Unit of Measurement	Unit Cost	Total Quantity	Total Cost (Unit Cost X Total Quantity)	Tax on Total Cost	Total cost inclusive of Tax
<b>A. Capex</b>							
i.	Cost of civil Construction Work for the Water ATM as per scope of work	Nos.		5			
ii.	Supply & installation and commissioning of Water ATM as per scope of work	Nos.		5			
<b>CAPEX : Sub Total (A= i+ ii )</b>							
<b>B. Cost of Operation &amp; maintenance for 5 years</b>							
i	Operation & maintenance work as per scope of work	Month		60			
<b>OPEX : Sub Total (B= i )</b>							
<b>Grand Total (C=A+B)</b>							

(Name &amp; Signature of Authorised signatory)

Name and seal of Bidder

Place:

### Financial Proposal Details for Package-II

(To be submitted on Bidders letter head and signed by the bidder's Authorised Signatory)

Date:

#	Activity	Unit of Measurement	Unit Cost	Total Quantity	Total Cost (Unit Cost X Total Quantity)	Tax on Total Cost	Total cost inclusive of Tax
<b>A. Capex</b>							
i.	Cost of civil Construction Work for the Water ATM as per scope of work	Nos.		5			
ii.	Supply & installation and commissioning of Water ATM as per scope of work	Nos.		5			
<b>CAPEX : Sub Total (A= i+ ii )</b>							
<b>B. Cost of Operation &amp; maintenance for 5 years</b>							
i	Operation & maintenance work as per scope of work	Month		60			
<b>OPEX : Sub Total (B= i )</b>							
<b>Grand Total (C=A+B)</b>							

(Name & Signature of Authorised signatory)

Name and seal of Bidder

Place: