



# **Bhubaneswar Municipal Corporation**

*Progress through Partnership for better Bhubaneswar*

Notice No: **30674**

Date: **12.09.2018**

## **CORRIGENDUM NOTICE to RFP No. 28964 dated 31.08.2018**

The response to the Pre-bid queries for the RfP for “Supply & Installation of Modern Underground Waste Collection Bins at Designated locations in Bhubaneswar including collection, transportation and Operation & Maintenance” may be downloaded from the website i.e. [www.bmc.gov.in](http://www.bmc.gov.in) . The Last date & time of submission of proposal has been extended to 24.09.2018 till 3:30 PM.

By Order,

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

<b>Pre-bid reply of RFP for Supply &amp; Installation of Modern underground Waste Collection Bins at Designated Locations in Bhubaneswar including Collection, Transportation and Operation &amp; Maintenance Services</b>			
<b>SL.NO</b>	<b>CLAUSE NO</b>	<b>ECOGRAB QUERIES</b>	<b>RESPONSE TO QUERIES</b>
1	Page 6, Clause 3.2, Fees to be Paid by Bidder	The EMD amount fixed by the Tender Inviting Authority seems to be on higher side. As per the guidelines and general tender practices EMD is derived less than or equal to 2% of Tender estimation.	Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018
2	Refer Page No. 5 Clause 3.1.2	<p>We would like to bring in your notice that the Underground Bins is a new concept in India. Please appreciate there are only 1 company or their Authorized dealer will be qualified with this condition.</p> <p>Generally RFP has been called for Supply and Installation of Bins. Operation &amp; Maintenance will be carried out either by Municipal Corporation or Service Provider engaged for Collection and transportation of Garbage.</p> <p>Hence request you to kindly change the condition for more eligible bidder to participate.</p> <p>The Eligibility should be kept for max participation from interested agencies.</p> <p>Hence Experienced Criteria should be "Bidder or OEM must have experience of supplying, installation at least 10 nos. of modern semi underground or underground waste collection bins or combination of both to any Central Government/ State Government/ PSU/ urban local body/limited company/Large Service Provider under a</p>	Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018

		single contract during last 5 years from the proposal due date”	
3	Refer Page No. 5 Clause 3.1.3	Refer above clause it should be changed to “Bidder or OEM must have experience of supplying, installation at least 25 nos. of modern semi underground or underground waste collection bins or combination of both to any Central Government/ State Government/ PSU/ urban local body/limited company/Large Service Provider during last 5 years from the proposal due date”	Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018
4	Refer Page No. 5 Clause 3.1.7	Please accept in case of Bidder will awarded the contract, the Bidder should submit before signing the agreement. In this regard Bidder should submit declaration on stamp paper regarding EPF/ESI registration.	Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018
5	Refer Page No. 5 Clause 3.1.8	Please appreciate that Operation and Maintenance of Bins i.e. lifting of garbage from the bins will be a dedicated job, hence local service provider having experience of SWM activities should be preferred. Hence request you to allow Joint Venture or Consortium	Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018
6	Clause No. 3, Sub-clause no. 3.1.4, page no. 5	On Calculation of the estimated cost of the project, the turnover sought of Rs.6.00 (six) Crore is on a higher side. The CVC guidelines allow a turnover equivalent to 30% of the project cost. It is requested the required turnover may be reduced in accordance to the guidelines	Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018

7	<p>Clause No. 3, Sub-clause no. 3.1.8, page no. 5 And, General Terms of Bidding, Clause No. 3.5, Sub-clause no. 3.5.2, page no. 7</p>	<p>Not many organisations are working in tandem with their associates for separate work i.e. supply of underground bins and operation &amp; maintenance of underground bins. Allowing joint venture or consortium of bidders is permissible as per the CVC guidelines. It is requested the joint venture or consortium of bidders of minimum 2 parties be allowed.</p>	<p>Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018</p>
8	<p>Clause No. 3.2, Sub-clause no. 3.2.1.1, page no. 6</p>	<p>On Calculation of the estimated cost of the project, the EMD amount sought of Rs.20,00,000/- (twenty Lakh only) is on a higher side. The CVC guidelines allow the EMD to be equivalent to 2-5% of the project cost. It is requested the required EMD may be reduced to 10,00,000/- (ten Lakh only) to fall under the CVC Guidelines.</p>	<p>Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018</p>
9	<p>Schedule - I: Terms of Reference, Part II, Clause No. 1</p>	<p>We would like to bring to your kind attention that the technical specification mentioned in the tender are very stringent and not general/standard in nature. It is kept keeping in mind only 1 (one) vendor/supplier who supply such bins and shall restrict other prospective suppliers having proven technologies in India/worldwide. Such designs have failed in various municipality including Dehradun and Bangalore. We request you to kindly consider the specification for other manufacturers to invite healthy competition and for the successful of project at Bhubaneswar. Sotkon Group is the world leader in underground waste collection bins. The company exists in more than 35+ countries with over 25000+ installations worldwide and</p>	<p>Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018</p>

		<p>we, M/s IRWM, New Delhi as an authorised distributor cum licensee manufacturer of Sotkon systems would like to bring to the kind attention the following points:</p> <ol style="list-style-type: none"> <li>1. Bottom open bins are only used for segregated recycled waste collected in garbage bags since, they do not trap the leachate/waste water generated from Indian garbage.</li> <li>2. The design with small opening limits collection of garbage by Indian municipal work in handcart/ tri-cycle cart.</li> <li>3. Such designs are heavy in weight hence, results into heavy &amp; expensive crane and large size trucks (It's difficult to collect such bins in 12 GVW truck.</li> <li>4. The opening/closing mechanism is inside the bin that often jams due to being sunken in waste.</li> <li>5. Such bins are lifted very high above ground i.e. approx. 25-30 feet above the ground hence, not safe process for collection of garbage.</li> </ol> <p>We request you to kindly consider the specification for Underground bins that is indigenised to suit Indian conditions and have proven such solutions in India.</p>	
10	Schedule - I: Terms of Reference, Part II, Clause No. 2 - Civil Work	<p>The construction requirement of RCC bunker the grade of RCC grade M-20 is found to be a lower grade in strength and life span.</p> <p>All pre-cast/in-situ RCC concrete structure must be made in grade M-40 for long listing life. Such structure also required RCC pre-mix with appropriate curing of minimum 7 days to achieve the required strength hence, it is advised that RCC concrete bunker must be made</p>	Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018

		Precast. It is suggest the grade be changed from M-20 to M-40 of pre-cast with curing of minimum 7 days.	
11	Schedule - I: Terms of Reference, Part II, Clause No. 3 - Bin Level Sensor	There are various types/sizes of bin level sensors of proven technology. Surat Municipal Corporation is already using one such bin level sensor. Please confirm if variation of size/dimensions and characteristics is permitted?	Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018
12	Schedule - I: Terms of Reference, Part II, Clause No. 4 - Monitoring System Specification	A mobile APP is missing here for route planning for collection on each vehicle deployment for lifting & transportation of waste. Please confirm if mobile APP is required to be provided for collection & transportation of waste from the underground bins?	Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018
13	Schedule - I: Terms of Reference, Part III - Operation and Maintenance including collection & transportation of waste from these waste collection systems for 60 months, Clause No. 6 - Minimum Manpower requirement, Control Room Executive	Today the smart cloud application/mobile Apps are used frequently and does not require any technical qualification and nor the prior experience. It is request that a qualification of minimum B. Tech with 3 years be removed or may be replaced with "Under-Graduate/Graduate with 1-3 year experience to work on computer with internet	Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018
14	Schedule - I: Terms of Reference, Part III - Operation and Maintenance including	The design/drawing mentioned does not have the opening size mend for waste disposal by handcart nor is designed accept bulk/big size of garbage. Improper designs have caused the garbage lying outside such	Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018

	collection & transportation of waste from these waste collection systems for 60 months, Clause No. 7 - Scope of Operation and Maintenance including Collection and Transportation, Point no. D	bins. Hence, It is requested that the opening be mentioned in the design moreover the design be accepted that's can accept the waste directly from the handcart.	
15	Schedule - I: Terms of Reference, Part III - Operation and Maintenance including collection & transportation of waste from these waste collection systems for 60 months, Clause No. 8 - Work Completion Timelines and Payment Terms, Sub-clause no. 9	8 Weeks is too little for such an elaborated project that needs civil work and transportation of material from source. We request 16 week given for the installation and Commissioning Report.	Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018
16	B3, Financial proposal details for package - I, Point no. B, Opex, sub-point no. IX.	Please clarify is the cleaning and washing will be done at site? We propose provision of bin washing pressure jet system fitted in the truck with 500 - 1000 litre water tank to do onsite washing every week or at times when the bins are found to be dirty.	Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018
17	Clause 3.1.8 ,No joint venture or consortium of bidder is allowed	Joint Venture may kindly be considered as these underground bins has been conceptualized in few places of India and no such systems have been introduced in Odisha so far. So as an experienced player	Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018

		for solid waste management in Odisha, we will be deprived from participating in the tender, if JV is not allowed. It is always advisable to entrust local player in this project as collection, Transportation, operation & maintenance is required for a period of 5 years after installation and commissioning of the underground bins	
18	Clause 3.1.3	Please consider to add the experience of collection & transportation of MSW by mechanical means for at least 200 bins or 100 TPD during last 5 years as it is apart of the scope of the work	Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018
19	3. GENERAL TERMS OF BIDDING  3.1. Minimum Eligibility Criteria  Clause 3.1.2	We request to modify the clause as below:  Bidder must have experience of supplying, installation and operation & maintenance in India or abroad of at least 15 nos. of modern semi underground or underground waste collection bins or combination of both 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.	Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018
20	3. GENERAL TERMS OF BIDDING  3.1. Minimum Eligibility Criteria  Clause 3.1.3	We request to modify the clause as below:  Bidder must have experience of supplying, installation and operation & maintenance in India or abroad of at least 50 nos. of modern semi underground or underground waste collection bins or combination of both to any Central Government/ State Government/ PSU/ urban local body/limited company during last 5 years from the proposal due date.	Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018



21	<p>3. GENERAL TERMS OF BIDDING</p> <p>3.1. Minimum Eligibility Criteria</p> <p>Clause 3.1.4</p>	<p>We request to modify the clause as below:</p> <p>Bidder should have an average turnover of Rs. 6.00 (six) crore in the last 3 financial years i.e., FY 16,17,18.</p>	<p>Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018</p>
22	<p>3. GENERAL TERMS OF BIDDING</p> <p>3.2. 1 Earnest Money Deposit (EMD)</p> <p>Clause 3.2.1.1</p>	<p>We request to confirm the BG format attached under <b>Appendix 1.</b></p>	<p>Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018</p>
23	<p>3. GENERAL TERMS OF BIDDING</p> <p>3.14 Preparation and Submission of Proposal</p> <p>Clause 3.14.5</p> <p>3.17 Sealing and Marking of Proposals</p> <p>Clause 31.17.1.Note</p>	<p>We request you to confirm that 1(one) set of Technical Proposal in Original is required to be submitted.</p>	<p>Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018</p>
24	<p>SCHEDULE I- TERMS OF REFERENCE</p> <p>3. I. Bin Fill Level Sensor</p>	<p>We request to modify the specification as below:</p> <p>Accuracy: max 5 cm.</p>	<p>Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018</p>

25	<p>SCHEDULE I- TERMS OF REFERENCE</p> <p>3. I. Bin Fill Level Sensor</p>	<p>We request to waive/ delete this condition to meet the regulations/ guidelines for transporting and designing of Lithium Batteries.</p>	<p>Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018</p>
26	<p>SCHEDULE I- TERMS OF REFERENCE</p> <p>5. Tipper Truck &amp; Knuckle boom crane for Collection of MSW</p>	<p>We request to consider the below changes:</p> <p>Oil Tank Capacity is a specification of Crane which is put in Truck Chassis Specification.</p> <p>The Operating Pressure of the Knuckle Boom Crane used for Underground Bin operations is Max. 300 bar.</p> <p>Pump Capacity varies in the range of 30 L/min to 60 L/min.</p> <p>Sub Frame: MS Channel 150x75x6 mm Tipper bottom frame: MS Channel 100x50x5mm.</p> <p>Also, we request to please waive the specifications mentioned in Tipper Specifications under Additional, Door Skeleton, Panelling and Door.</p>	<p>Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018</p>
27	<p>SCHEDULE I- TERMS OF REFERENCE</p> <p>5. Minimum Manpower requirement</p>	<p>We request to modify as below:</p> <p>Supervisor (2 numbers with experience in Solid Waste Management)</p> <p>Control Room Executive (2 numbers with experience in handling online monitoring systems)</p> <p>Driver (4 numbers with experience in driving heavy</p>	<p>Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018</p>

		vehicles and having valid heavy motor vehicle license).	
28	SCHEDULE I- TERMS OF REFERENCE  8. Work Completion Timelines and Payment Terms	We request to modify the payment terms as proposed under <b>Appendix 2.</b>	Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018
29	SCHEDULE I- TERMS OF REFERENCE  9. Service Level Benchmarks (SLB)	We request to modify the payment terms as proposed under <b>Appendix 3.</b>	Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018
30	B2. Financial Proposal for Details for Package I	We request you to please confirm the Quantities of BLS to be 70 in Financial Proposal.	Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018
31	B2. Financial Proposal for Details for Package I	We request you to please clarify.	Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018
32	Clause 3.1.8	With reference to the above tender we raised our bid queries as please allow Joint Venture for participating in the above tender, Otherwise it suppose to constraint the no participants	Please refer the revised RFP and pre bid response no. 30674 dated 12/09/2018
33	General	Last date of submission of proposal & opening of proposals	Last date of submission of proposal has been extended to 24/09/2018 till 03:30 pm. The date & time for opening of proposals (technical & qualification) shall be

			24/09/2018 at 04:30 pm.
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# Revised Request for Proposal

For

## Supply & Installation of Modern underground Waste Collection Bins at Designated Locations in Bhubaneswar including Collection, Transportation and Operation & Maintenance Services



Advertisement No.: 30674

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.

In view of the above, to maintain beautification, cleanliness and hygiene of the city, BMC envisages to adopt Underground Waste Collection Bins for modernizing the waste management practices in the city. The overall goal of this project is to implement a reliable Underground Waste Collection and Monitoring Tracking System to monitor collection of waste, vehicles movement and maintenance etc. The primary objectives of the project is to install Underground bins in the area which shall be identified by BMC to collect waste and track the waste collected and transported.

In pursuance of the above, BMC intends to select an agency for "Supply & Installation of Modern Underground Waste Collection Bins at Designated Locations in Bhubaneswar including Collection, Transportation and Operation & Maintenance Services". The number of dustbins to be installed and operate & maintain is 50 nos. in the first phase of work and 50 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. of dustbins.

<b>Phase</b>	<b>Package I</b>	<b>Package II</b>
Phase I	25 nos	25 nos
Phase II	25 nos	25 nos

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 two packages (package-I and package) 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 revised RFP	10/09/2018
2	Submission of Proposal	24/09/2018 by 03:30 p.m.
3	Opening of Technical Proposal	24/09/2018 at 04:30 p.m.
4	Technical Presentation	To be intimated later by BMC
5	Opening of Financial Proposal	To be intimated later by BMC

## **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. The intending bidders may also bid by way of consortium. However, the total number of members in a consortium shall be limited to 2 (two).
- 3.1.2. Bidder must have experience of supplying, installation and operation & maintenance of at least 10 nos. of modern semi underground or underground waste collection bins or combination of both 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 25 nos. of modern semi underground or underground waste collection bins or combination 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 aggregate turnover of Rs. 3.00 (three) Crore in the last 3 Financial Years i.e. FY 2015-16, FY 2016-17 and FY 2017-18.
- 3.1.5. Bidder (in case of Single Entity) / Consortium member (In case of JV/Consortium of firms) should have never been Blacklisted or Terminated by any Government Agency in India. A declaration from the bidder/consortium 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. In case bidder has no EPF/ESI registration as on proposal submission date, he may submit an undertaking on letterpad that he will obtain registration within 30 days from issue of LOA, in case of allotment of work to him.

**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/ Consortium members 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.
- e) In case the Bidder is a Consortium then the following Criteria shall apply for fulfilment of Eligibility Criteria:
  - (i) Members of the Consortium shall enter into a Consortium Agreement prior to submission of Application. The said Agreement shall also be furnished along with the Proposal.
  - (ii) The Agreement shall, inter alia, convey the intent to form the consortium, with shareholding commitment(s) in accordance with which would enter into the Contract Agreement and subsequently carry out all the responsibilities as Contractor in terms of the Contract Agreement, in case the Contract to undertake the Project is awarded to the Consortium. The Agreement shall also clearly outline the proposed roles and responsibilities of each member at each stage.
  - (iii) Members of the Consortium shall nominate one member as the Lead Member. The nomination(s) shall be supported by a Power of Attorney as per the format enclosed (Form-A4), signed by all the members.
  - (iv) The members of the Consortium shall hold minimum equity stake of 26% in order to consider its experience in technical and financial qualification.
  - (v) All the consortium members, as the case may be, would need to submit their annual turnover for Financial Capability evaluation by submitting their audited financial statements for the last three (3) financial years ending 31.03.2017 (i.e, FY 2015-16, FY 2016-17 and FY 2017-18). The annual turn-over would be taken as an arithmetic sum of the annual turn-over of the Lead Member along with the consortium Member.
  - (vi) A member of one consortium cannot be a member of another consortium for the purpose of this proposal and also cannot bid as a single bidder.

## 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 5,00,000/- (Rupees five Lakhs Only) pledged in favour of "Commissioner, Bhubaneswar Municipal Corporation" 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".  
The Bidder in lieu of the above mentioned instruments may also submit a Bank Guarantee of Rs. 5,00,000/- (Rupees five Lakhs Only) from a scheduled bank to Bhubaneswar Municipal Corporation payable at Bhubaneswar.
- 3.2.1.2 In case the bidder is submitting bids for both the packages (Package- I and Package -II), two separate EMDs have to be submitted in a manner as mentioned in Clause 3.2.1.1
- 3.2.1.3 The EMD of the successful bidder will be returned within 30 days of the signing of the Agreement.
- 3.2.1.4 Any Bid/Proposal submitted without the EMD in the form as specified in the RFP document shall be summarily rejected.
- 3.2.1.5 The EMD shall be forfeited by Bhubaneswar Municipal Corporation in the following cases:
- If the bidder withdraws its Bid/Proposal after due date & during the Proposal Validity Period.
  - Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in the RFP
  - Non submission of Performance Security as per the provision of RFP.
  - In case the bidder has submitted conditional bid.
  - In case the bidder refuses to accept the LoA.
  - In case of a successful bidder, unable to sign the Agreement within 30 days from the issuance of LoA.
  - Any other conditions as specified in this RFP document.

#### Note:

- 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 .
- The EMD of all the bidders will be returned without payment of any interest.
- The EMD of L1, L2 and L3 bidders would be returned after signing of Agreement without any interest.
- 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**

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

### **3.6. 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/consortium members 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, 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.
- 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 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 07/09/2018 at 11:00 am 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.



### 3.15. **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: Duly marked as "Supply & Installation of Modern Waste Collection Bins at Designated Locations In Bhubaneswar including Collection, Transportation and Operation & Maintenance Services - EMD & Bid Document Fee for Package-I (in case of Bidder applying for Package-I)/ Package-II (in case of Bidder applying for Package-II) ". In case where the Bidder is applying for both the Packages then the Envelop 1 should be duly marked as "EMD & Bid Document Fee for Supply & Installation of Modern Waste Collection Bins at Designated Locations in Bhubaneswar including Collection, Transportation and Operation & Maintenance Services - for Package-I and Package-II). It will contain the following:
    - (i) The EMD as prescribed in Clause 3.2.1.1
    - (ii) Bid document fee in the form of a Demand Draft (Even in case the bidder submits bid for both the packages, only one bid document fee needs to be submitted as part of the bid).
  - b) Envelope No. 2: Duly marked as "**Technical Proposal for Supply & Installation of Modern Waste Collection Bins at Designated Locations In Bhubaneswar including Collection, Transportation and Operation & Maintenance Services for Package-I (in case of Bidder applying for Package-I)/ Package-II (in case of Bidder applying for Package-II) "**. In case where the Bidder is applying for both the Package then it should submit 1 (one)

Technical Proposal for both the Packages. In such case the envelop should be marked as **“Technical Proposal for Supply & Installation of Modern Waste Collection Bins at Designated Locations In Bhubaneswar including Collection, Transportation and Operation & Maintenance Services for Package-I/ Package-II”**. The Technical Proposal shall contain the following:

- 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. Power of Attorney for Lead Member of the Consortium (as per format A4)
  - vi. Information on Litigation (as per Format – A5);
  - vii. Technical Qualification as per clause 3.1.2 & 3.1.3 (as per Format – A6);
  - viii. Financial Qualification as per clause 3.1.4 (as per Format – A7);
  - ix. Declaration for Blacklisting and Termination (as per Format- A8);
  - x. 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)
  - xi. 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;
  - xii. 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: Duly marked as **“Financial Proposal for Supply & Installation of Modern Waste Collection Bins at Designated Locations In Bhubaneswar including Collection, Transportation and Operation & Maintenance Services for Package-I/Package-II ”** and clearly written on the top of the Envelope **“Do Not Open with Technical Proposal”** and shall contain the following:
- (i) Financial Proposal (as per Format B1)
  - (ii) Breakup of the financial proposal as per format B2
- 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 Modern Waste Collection Bins at Designated Locations In Bhubaneswar including Collection, Transportation and Operation & Maintenance Services for Package-I (in case of Bidder applying for Package-I)/ Package-II (in case of Bidder applying for Package-II)”**.

- 3.17.2. In case where the Bidder is applying for both the Package then it can submit 1 (one) Technical Proposal for both the Package. In such case the Outer envelope shall clearly mention “RFP for Supply & Installation of Modern Waste Collection Bins at Designated Locations In Bhubaneswar including Collection, Transportation and Operation & Maintenance Services for Package-I & Package-II” and similarly in Envelope No. 1 and 2. However, Financial Proposal shall be submitted separately for each Package clearly as per directions provided in point “c” of clause 3.17.1.
- 3.17.3. 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.
- 3.17.4. 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 Dy. Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation  
Vivekananda Marg, Near Kalpana Square,  
Bhubaneswar - 751014, Odisha

- 3.17.5. 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	15	i. 70% marks for minimum eligibility criteria. ii. 100% marks for twice the minimum eligibility criteria or

Sr. No	Criteria	Maximum Marks	Evaluation
	of minimum 10 nos. of modern semi underground or underground waste collection bins or combination of both under a single contract		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 25 nos. of modern semi underground or underground waste collection bins or combination of both 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.	Aggregate Turnover of Rs. 3 (three) crore 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 Proposal shall be separately kept in a sealed envelope on which it should be clearly written "Financial Proposal for **Supply & Installation of Modern Waste Collection Bins at Designated Locations In Bhubaneswar including Collection, Transportation and Operation & Maintenance Services for Package-I (in case of Bidder applying for Package-I)/ Package-II (in case of Bidder applying for Package-II)**" and should specifically mention "**DO NOT OPEN WITH TECHNICAL PROPOSAL**"
- (c) The preferred Applicant shall be the Applicant who is technically qualified for the next stage of bidding i.e. Opening of Financial Proposal and has quoted the lowest amount (total of **CAPEX & OPEX**") (L1). The L2 and L3 bidders shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in the RFP document.
- (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. 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.

3.20.4. In continuation to Clause 3.20.2, No bidder shall be awarded both the Packages. The financial proposal of Package-I shall be opened first and the L1 bidder of the said package shall be declared. The Financial proposal of Package-II shall be opened after that and in case a financial proposal has also been submitted by the L1 bidder of Package-I then it shall remain unopened.

Further, in case a firm has emerged L1 as a sole bidder or as any consortium/JV member in Package-I then also the provision of subclause (vi) of clause 3.20.2 shall apply. For clarity the following cases are illustrated for application of the said provision.

- Case-I: Bidder 'A' has applied for both the Packages and emerged as L1 bidder in Package-I
- Case-II: Bidder 'A' has emerged as L1 bidder in Package-I as a sole bidder and has applied in Package-II as a JV/Consortium partner with Bidder 'B'
- Case-III: Bidder 'A' and Bidder 'B' have applied as JV/Consortium (in which Bidder 'A' is the lead member) emerged as L1 bidder in Package-I and Bidder 'A' has also has applied in Package-II as a sole bidder
- Case-IV: Bidder 'A' and Bidder 'B' have applied as JV/Consortium (in which Bidder 'A' is the lead member) emerged as L1 bidder in Package-I and Bidder 'A' has also has applied in Package-II as a JV/Consortium with Bidder 'C'

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.

3.20.6. 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.

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

### 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.

### 4.2. 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.
- 5.2. The Selected bidder(s) shall be required to execute the Agreement within 7 (seven) days of issuance of the LoA by BMC in writing, or by the date as mutually agreed between the Parties to the Agreement.
- 5.3. 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.
- 5.4. The cost of execution of Agreement and any other related legal documentation charges and incidental charges will be borne by the Selected bidder.



- 5.5. BMC shall have right to issue work order for the extra quantities to the selected bidder(s) after completion of work under this RFP.

## **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 bins . 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 25 nos. of modern underground bins for each package, 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 bin to be installed shall be decided by BMC during joint survey to finalize the location of bins.
- b) A joint survey would be conducted by BMC and agency to finalize the location for installation of bins.
- c) The agency shall design the underground bins 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, install and operate & maintain the underground bins at the designated sites identified by BMC. The bins shall be made of galvanized steel and/or as per specification to make it durable to adjust to local climatic conditions.
- e) The built form shall give a simplistic, pleasant unitized look to each underground bin.
- 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 bins as well as on vehicles shall be with BMC only.
- j) BMC will get all the necessary approvals, if any required for execution of work related to installation of bins. 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 bins 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 bins and Installation of bins.

- (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, manufacturing and installation of the underground bins. 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 agency shall be responsible to arrange, at its own cost, for electricity, water or any other utility required for civil related work and for installation of bins.
- 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 bins:
  - (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: Bins and other peripherals such as bin level sensor supplied & installed shall have warrantee for satisfactory performance, for a period of 60 Months from the date of commissioning of operation & maintenance.
  - (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 bins 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 bins.
  - (vii) The agency shall repair the site, pavement, road, curb or other structure in case the same is damaged or affected due the construction.
- r) The agency shall install Bin Fill Level Sensors in each bin and shall provide a software solution for tracking the fill level inside the Modern underground Waste Collection Bins at each location 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 once the bins get fill. The operator shall analyse and provide a route plan based on the fill levels provided by the sensors.

- s) The each agency shall deploy at least 1 nos. of compactor mounted truck as per minimum specifications mentioned in Part-III of this part, for collection and transportation of waste collected in installed bins for a period of 5 (five) years. The agency shall also be responsible for operation and maintenance of installed bins and vehicles.
- t) The agency shall dump the collected waste to Temporary Transfer Station (TTS) near Sainik school or at such location(s) within jurisdiction of BMC, as may be directed by BMC. In case, dumping site is outside the BMC jurisdiction then agency shall be paid for transportation cost as mentioned in Schedules of Rate, Govt. of Odisha for the distance from jurisdiction limit to dumping site.

**Part II: Supply & installation of Modern Underground Waste Collection Bins as stated herein including associated civil works, Bin Fill Level Monitoring System and Bin Level Sensors on each Bin - Technical Specifications & Other Requirements**

1. **Supply and Installation of 25 nos. of underground bins of 3 cum waste collection capacity in each package**
  - a. Supply and installation of 25 nos. of international standard underground bins (for each package) confirming to European standard EN:13071 at designated location in Bhubaneswar. These bins shall be made of hot-dipped galvanized steel having water proof, closed construction, good quality, the top cover lid to be fixable in water tight condition, with longer empty intervals, improved hygiene.
  - b. The space on the intake columns may be so designed that it may be used for running awareness among the users / citizen for safe garbage disposal.
  - c. The container must be suitable for collecting municipal solid waste especially for wet/bio- degradable / organic waste and non-biodegradable waste with an opening suitable to receive the solid waste by the user / municipal worker/ commercial establishments and should also able to receive directly from tri-cycle/ handcart. The entire bin should be free from fire risk, vandalism and be safe and should provide safety.
  - d. The Container must be suitable for handling municipal solid waste including paper, glass, metal waste and organic waste for receiving the solid waste with a lifting system suitable to lift through special lift/ crane/ compactor fitted from special purpose vehicle.
  - e. The waste container shall be of 3.5mm galvanised MS sheet and as per ISO 2768.
  - f. **Stickering:** The agency shall provide BMC logo and separate coloured stickers, as directed by BMC, marking Biodegradable/ Wet Waste (Green), Non-biodegradable/ Dry Waste (Blue) using pictograms writings to help people clearly identify the bins for the use of depositing segregated waste/ general waste inside the bins. The pillars/intake column shall be distinctively marked for easy identification.
  - g. **Installation Procedure:**
    - (i) Pit excavation
    - (ii) Construction of rectangular concrete bunker/precast bunker with prior

- approval of BMC
- (iii) Installation/ unloading of concrete bunker
- (iv) Loose filling and closing of the pit surroundings
- (v) Pavers block works and finishing
- (vi) Installation of the Modern Underground Waste collection Bin

## **2. Civil Works**

Necessary Earth work excavation shall be carried out in all types of soil including Bituminous/ CC road cutting for seating of RCC trough / RCC Bunker of 150 mm with M-20 grade mix, over 1:3:6 PCC of 20 mm, the RCC Trough/ RCC bunker shall be with required steel reinforcement and the edges are secured by MS angles on all four sides at the top. The RCC trough/ RCC Bunker shall be cast in-situ or precast in nature.

A concrete platform of CC not less than 1:2:4 with 20 mm and down size jelly shall be constructed at 200 mm above ground level on firm ground/ as instructed by BMC and provided with paver blocks of 80mm to give good aesthetic appearance.

The gap around the RCC trough/ RCC bunker shall be filled with excavated available soil and the remaining debris shall be removed from the location and the location shall be kept clean and tidy.

## **3. Bin Fill Level Sensor and Monitoring System**

### **I. Bin Level Sensor**

The bin level sensor to be installed shall meet the following minimum required specifications/features:

- Enclosure: Polypropylene or ABS Polycarbonate
- Shape & Dimension: Cubical shape with max size of 100mmX80mmX50mm Or Mushroom shaped with max diameter of 100 mm
- Weight: Up to 450 gm
- Enclosure Protection: IP 65/ IP 67
- Operating Temperature: -20 C to + 80 C
- Power Supply: High performance lithium battery
- Battery Life time: Minimum 5 years
- Built In Modem: GSM modem/shield for 2G or 3 G communication
- Level Sensor: Ultrasonic sensor with IP rating
- Range: 0.2 meter to 4 meter
- Accuracy: 300 mm
- Software: Configuration and update to over the cloud
- Agency shall follow all safety and IATA/PHMSA regulations/guidelines for transporting and designing of Lithium Batteries, if any.

### **4. Monitoring System Specification**

A comprehensive bin monitoring system to be implemented having following features.

- a. 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. Dashboard Module:**
  - (i) Dashboard Module should give a quick and easy view to know overall fleet status on real time basis. It should display status information of all vehicles i.e. Running,

- Idle or Standby. The dashboard should also provide information such as Bin no., Bin type, bin location, time of emptying each bin.
- (ii) A dashboard system for indicating the bin fill level must also be provided with each vehicle to be deployed for lifting & transportation of waste.
  - (iii) It should give alert message if BLS device .
  - (iv) Dashboard should have search parameter where different searches i.e. Bin Number wise, Location wise, Fill level of bin wise searches can be done.
  - (v) It should also give an indication regarding the status of the bin.
  - (vi) There should be provision to see a particular bin on map.
  - (vii) The live bin view should have facility for various alerts i.e. fill levels, temperature/ battery level, no communication from device.
  - (viii) In live map view, real time location of bin.
  - (ix) The dash board module will be integrated with Bhubaneswar Operation Centre System to be designated by BMC. It will be operated by personnel appointed by the agency/BMC, subject to authorisation from BMC.

**c. Reports**

- Several Customized MIS Reports should be available (example: Bin cleaning schedule, preventive maintenance reports, incident reports etc.)
- Report on bin to bin collection as well as Bin management.
- In addition, daily bin fill status and daily bin empty status should also be available.

**d. 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 con-trolled by the admin.
- The admin can assign bin to ward, zone and selected integrator.

**e. 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, Routes, for mapping platform.
- Updating / changes of Routes, 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 including collection & transportation of waste from these waste collection systems for 60 months.**

These services under operation & maintenance shall be done effectively using the specialized compactor mounted vehicles to unload the bins and bin fill level monitoring system & its associated software. The entire services to be provided for a period of 5 years ( 60 months) and shall be paid as mentioned in clause 7 of Schedule I.

**5. Vehicle for Collection of Municipal Solid Waste**

- a. For collection and transportation of waste from installed bins, each operator shall deploy minimum 1 nos. of compactor truck suitable to carry out O&M as per mentioned scope of work, as per below mentioned minimum specifications:

<b>Truck Chassis Specifications</b>
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<b>Make/ Model</b>	TATA, Ashok Leyland, Mahindra or similar, 4x2 truck chassis
GVW (Gross Vehicle Weight)	16 tons or above
Cabin	Factory fitted Non-sleeper safety cabin
Engine	4-cylinder in line direct injection water cooled turbo charged engine
Displacement	5500 CC or in that range
Power	Minimum 95HP @2300 RPM
Gear Box	5 forward &1 reverse gear
Power Take Off (PTO)	Gear box should be equipped with PTO to directly mount the High Pressure Piston pump
Wheelbase	3600 mm
Payload	10 tonnes or above
Steering	Power Steering
Tyres	6 tyres+1 spare wheel tyre.
Emission Norms	BS IV or as per applicable standard
Vehicle Monitoring System	Must be fitted with GPS

**b. Compactor Specification:**

Commissioning of Compactor Truck with company fitted PTO gear box on 16 Ton GVW Chassis with cabin and hydraulically controlled compactor body for easy collection and disposal of municipal solid waste collection along with an in-built bin washing system for regular cleaning of underground bins. The compactor to be used for collection of waste from smart bins from designated location should not be old more than 5 years. (The registration must be in Odisha and copy of the registration certificate shall be furnished with BMC).

Main Container Body	St-52/Equivalent
Sweeping plate & Tailgate Floor	Hardox 400/Equivalent of 5mm
Body Volume	Minimum 10.5 cum
Hydraulic Tank	55 to 80 litres
Operating Pressure of the System	165 – 175 bar
Operating Pressure of the Pump	165 – 175 bar
Max. peak pressure produced by pump	275 bar
Hydraulic Oil Specifications	ISO grade 68 AW
Leachate Collection	Built in sump for collection of leachate
Hydraulic fitting, rubber and other metal fittings	All complete
Hydraulic Tank with Structure	Complete
"Check Valve, Central Valve and Compound Valve "	As required
Channel size (Bottom)	4 x 6"
Hydraulic Oil	55 - 80 Litres
Complete Painted Body	Colour as specified by the tender inviting authority
Accessories	Bin Washing System

Pump	Jetting pump driven by auxiliary engine
Flow Rate	15 Lpm
Pressure	96 bar
Gun	Pressure washer gun
Water Tank	Min 100 litre

**6. Minimum Manpower requirement:**

**6.1** The operator shall ensure to deploy following minimum manpower to carry proper operation & maintenance work for each package each phase:

Description	Category	Number	Minimum requirements
Supervisor	Highly Skilled	1	Minimum Graduate with 3 years' relevant experience
Control Room Executive	Highly- Skilled	2	Minimum Graduates with 3 years' relevant experience
Driver	Semi-Skilled	2	Experience in operating hydraulically operated compactor / crane and having Valid Heavy Motor Vehicle License
Helper for Vehicle/ Cleaning of Bins & nearby area	Un-Skilled	2	1 per vehicle per day (2 shifts)

**6.2** The BMC may ask the operator to deploy more number of manpower for better operation & maintenance, if required, and such manpower shall be paid as per applicable minimum wage rate of Govt. of Odisha for respective category.

Note: The operator/agency shall ensure the different equipment/ machinery provided for operation & maintenance of the said work should be compatible with each other and the same should ensure the operation and maintenance work as per good industry practice.

## **7. Scope of Operation and Maintenance including Collection and Transportation**

### **7.1 Collection of Waste from installed Underground Bins & Collection frequency:**

- a. The work consists of collection of waste from 25 numbers of modern underground bins (for each package) installed in the city at designated locations.
- b. All type of garbage (MSW) shall have to be emptied through the specialized vehicle on daily basis whenever required including Sundays and Holidays.
- c. The garbage collection sites i.e. where underground bins are placed shall be maintained litter free and odourless. Each bin shall be emptied once it is fill 80% or more/when it is required.
- d. The sites where the bins are installed should be kept clean. If there is any dropping of waste from handcarts while dumping the waste in bins, the place has to be swept clean by the operator.
- e. The operator shall have to comply with MSW Rules 2016 and all statutory obligations relating to deployment of labour as applicable.

### **7.2 Transportation of Waste from Underground Bins:**

- a. The operator should ensure that there is no waste spillage from vehicles during transportation to the transfer stations/ processing facility/ dumpsites.
- b. The operator should ensure that the driver must have at least 1 year heavy driving license & capacity to drive truck efficiently from the city to processing/dumping site.
- c. It is the operator's responsibility to ensure that the driver must have his own smart mobile phone which will remain open throughout the day so that communication can be made by the concerned official of BMC as and when required. Parking place for the vehicle shall be arranged by operator itself.
- d. During duty hours if any driver is found intoxicated he will be suspended immediately and the operator shall provide his substitute on the next working day.
- e. Required fuel, diesel, repairs, maintenance of vehicle shall be under operator's scope.
- f. In case of violation of traffic rule by the concerned driver necessary penalty charges will be paid by the operator.
- g. In case of accident during operation, operator will keep in touch with police/traffic authority for releasing the vehicle as well as driver. BMC will not be held responsible for these acts.
- h. In case of breakdown, operator shall ensure that collection, transportation and operation & maintenance work does not get affected. For this, operator may keep one lifting & transportation vehicle as back-up apart from minimum 1 vehicles to be deployed.

- i. Insurance of the vehicles shall be obtained by the operator at his own cost during the contract period.
- j. Operator should submit bills every month along with monthly reports certified by the concern designated official of BMC at the weigh bridge.
- k. The rate quoted shall include all the GST/taxes and duties. No separate GST/ any other tax will be paid by BMC.

### **7.3 Maintenance of Bins & Vehicles along with regular upkeep and cleaning**

- a. The Operator shall ensure regular upkeep and cleaning of bins so that the bin areas are free from littering and odour. The Operator may at its discretion uses such equipment as required for the cleaning activities.
- b. Any damage to the modern underground bin or BLS in the contract period due to O&M, needs to be rectified/replaced by the operator and BMC shall not pay for any parts.
- c. Maintenance of the civil structures shall be carried out by the operator and payment shall not be made by BMC.
- d. The operator shall be responsible to paint/ colour the vehicles as well as bins and its civil structure once in every six months or as per direction of BMC.
- e. Routine maintenance of vehicles shall be done by the operator to keep the vehicles in condition during the contract period.
- f. Replacement/ Repair of tires, tubes and batteries will be borne by the operator at their own cost.
- g. Safety & Security of the vehicle during O&M period will be looked after by the Operator. Sufficient stock of spares or accessories should be kept by Operator.
- h. Sufficient manpower shall be deployed by the operator to ensure smooth collection, transportation and maintenance of bins, locations and vehicles. Their protection, insurance and medical allowances shall be borne by the operator.

### **7.4 Other Operation & Maintenance obligations**

- a. The Operator shall employ and provide at its expense such qualified, trained and experienced personnel such as operation manager, technical experts, skilled and unskilled labours, etc. as is required to manage the Project. The Operator must verify antecedents of the employees to be provided by the Operator before deployment. The Operator shall engage no person having criminal record or who is not the citizen of India.
- b. The staff/drivers deputed by the Operator during the course of contract must behave decently with the BMC's officer and staff. The Operator shall withdraw such person who is found to be indisciplined, misbehaving, under or the influence of any intoxicant or whose services are considered detrimental to BMC's interest.

- c. BMC shall not be responsible for any accident/injury to the staff of the Operator. It is Operator's responsibility to have medical insurance of his employee, medical facility, work compensation etc. as per "Workmen's Compensation Act 1923" and all other relevant laws.
- d. Further the BMC will not provide any insurance, medical facility, workman compensation, etc. to the staff of Operator.
- e. The Operator shall indemnify, defend and hold harmless the BMC, during the tenure of Agreement, from and against all liabilities, damages, actions, proceedings, and claims of any nature whatsoever, as suffered by the Operator due to such accidents.
- f. Any damages to the BMC's and other properties while carrying out the work shall be rectified by the operator at his own cost.
- g. It is the utmost responsibility of the tenderer to ensure adherence to Safety Norms in all aspects of the works.
- h. Any damage, repair, liability, loss of reputation, both to men and material shall be entirely responsibility of the Operator.
- i. The operator shall always adhere to applicable traffic rules/ regulation during operation. BMC shall not assume any responsibility for any breach caused by the operator.
- j. BMC reserves the advertisement rights on vehicles and bins.
- k. The staff employed by the operator should wear uniform as prescribed by BMC.

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

**8.1** The successful bidder shall adhere the following timelines for completion of work. Payment to the selected bidder shall be made as follow:

<b>Sr. No</b>	<b>Milestone</b>	<b>Deliverables</b>	<b>Timelines</b>	<b>Payment Terms * (after consideration of SLB &amp; Penalty, if any)</b>
1	Signing of Contract and Project Kick-Off	Signed Contract	Contract Signing Date (T)*	NIL
2	Joint survey report and details designs for proposed location post survey	Submission of detailed implementation plan based on site assessment and location identification	T + 5 days	-
3	Civil works including construction of	Work Completion	T + 4 Weeks	15% of the CAPEX cost on successful signoff on

	reinforced concrete cases at site	Report		the deliverable by authorised official of BMC
4	Supply of underground bins to BMC & Mobilisation of resources at Site (Cost of keeping underground bins is vendors responsibility)	Material delivery report & Mobilization of resources report.	T + 3 Weeks	40% of the CAPEX cost on successful signoff on the deliverable by authorised official of BMC
5	Assembling, Sealing and Stickers of Bins	Work Completion Report	T + 5 Weeks	
6	Successful installation of Fully underground bins in concrete cases at site	Work Completion Report	T + 7 Weeks	
7	Deployment of minimum 1 Compactor Truck and/or other equipment & machineries for carrying out O&M work as mentioned in Terms of reference	Against Deployment of Vehicle	T + 6 Weeks	
8	Successful installations of Bin level sensors & and full monitoring system implementation and testing		T + 7 Weeks	35% of the CAPEX cost on successful signoff on the deliverable by authorised official of BMC
9	Successful Go Live	Installation and Commissioning Report	T + 8 Weeks	
10	Collection, Transportation of waste and Operation & Maintenance and Support for underground bins, monitoring system and Compactor truck/ deployed other equipment & machineries	Weekly, Monthly, quarterly reports, SLB reports and other periodic reports as agreed mutually from time to time.		10% of CAPEX equally divided into monthly payment to be paid on a quarterly basis from start of O&M. OPEX on the basis of equal monthly of amount quoted as per financial proposal.

**8.2 Revision in OPEX Rate:** The monthly rate quoted for operation & maintenance shall be reviewed and revised, if applicable, as below:

- i. Fuel cost shall be revised on monthly basis and the average of daily retail fuel price of Bhubaneswar city at the end of the month shall be used as an indicator. However, change in rate shall only be considered if the variation is (+/-) 5%. Hence, in case the price of the fuel reduces below 5% then a decrease in rate shall take place and vice-versa, while making payment.

- ii. Manpower Cost shall be revised as and when there is a change in Minimum Wages as per Gazette Notifications, Labour and Employment Dept., Govt. of Odisha.
- iii. Monthly rate quoted for bin cleaning & maintenance and Vehicle operation & maintenance shall be revised annually using the wholesale price index.

### 8.3 Variation in no. & Types of Bins:

BMC reserves the right to decrease or increase the number and/or type of bins to be supplied and installed. In case of any change in numbers and type of bins, payment shall be adjusted at corresponding unit rate quoted by bidder for that particular type of bin and it will include respective cost for civil work and bin level sensor.

## 9. Service Level Benchmarks (SLB)

The operator shall provide facility management and Annual Maintenance Contract support services as per SLB matrix given below:

Sr. No	Service Parameters	Threshold Levels	Condition	Penalty
1	Adherence to the agreed implementation timelines	2 days	If the delay in the deliverable for each milestone exceeds more than 2 days without a justified reason agreed and approved by BMC.	1 % of the payment to be released on achieving each milestone as per point 8 of this document. The same will be applied for every 3 days delay.
2	Availability and Reliability of Bin monitoring sensors and application	99.90%	If the downtime exceeds 60 min in a month.	Per sensor, every month for every 30 minutes, 0.1% of the monthly invoices raised to a maximum of 5%
3	Replacement of a sensor or any other part of the bin (the agency has to ensure adequate spares in order to meet the SLB requirements)	<1 day	For every 2 days delay beyond 1 day	Per sensor, 1% of the monthly invoices raised to a maximum of 25%
<b>Issues related O&amp;M</b>				
1	Adherence to the agreed O&M for Bins	<=7 days*	For every 2 days beyond 7 days	Per bin, 1% of the monthly invoices raised to a maximum of 25%

\* Note: The timeline of 7 days for above penalty shall be limited to once in a period of six months. In case of non-adherence of above SLB twice or more within 6 months from period of first event then threshold Of 7 days shall not be applicable and penalty shall be imposed and recovered for every day.

2	Vehicle service are delayed or failed due to non-availability/shortage of manpower/Machinery/any other reason.	<4 Hours	For every 2 hours beyond 4 hours	Rs. 2,500/- per event for every two hours delay
3	Non-lifting/emptying of full bins	4 hours after indication on monitoring system.	For every 1 hour beyond 4 hours after indication on monitoring system.	Rs. 500/- per hour per bin
4	Cleaning of Bin area to keep it litter free	2 hours	Per 2 hours after 2 hours	Rs. 500/- per 2 hours per location per day.
5	In case of Breakdown, maximum allowable downtime for the collection & transportation vehicle	2 days downtime subject to maximum 5 downtimes in a year	For every 1 day beyond two days	Per day per vehicle, Rs. 10,000/- per day per vehicle. In case downtime exceeds beyond 7 days then penalty shall be increased to 20,000/- per day per vehicle. BMC shall have right to terminate the agreement in case downtime exceeds 15 days.  Further, if number of downtimes exceeds the allowable downtime per year, then BMC may terminate the agreement as per provisions of agreement.

**Note:** Though the work is for 5 years, yearly review will be done by BMC on performance of the operator based on the O&M, Maintenance activities and achievements. If the operator fails to achieve the required standards, the contract may be terminated as per discretion of 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 Model underground Waste Collection Bins at Designated Locations in Bhubaneswar including Collection, Transportation and Operation & Maintenance Services- Package I/ Package II<sup>1</sup>".

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 Model underground Waste Collection Bins at Designated Locations in Bhubaneswar including Collection, Transportation and 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 though Demand Draft No..... Dated. \_\_/\_\_/\_\_.
4. The EMD of Rs. 5.00 Lakhs (Rupees five Lakhs) has been submitted in the form of Bank Guarantee/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 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:

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<sup>1</sup> Please strike which is not applicable.

- (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. FORMAT FOR APPOINTING LEAD MEMBER OF CONSORTIUM**

*(on the requisite value of Stamp Paper)*

Whereas, Bhubaneswar Municipal Corporation (BMC) has invited proposals from qualified Applicants for **“Supply & Installation of Modern underground Waste Collection Bins at designated locations in Bhubaneswar including collection, Transportation and Operation & Maintenance Services”**, within the jurisdiction of BMC. Whereas, the Consortium being one of the qualified Applicants is interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP Document) and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Proposal for the Project or in the alternative to appoint one of them as the Lead Member who, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's Proposal for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. -----, and M/s..... (the names and address of the registered offices), do hereby designate M/s.....being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's Proposal for the Project, including submission of Proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with BMC, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Contract Agreement is entered into with BMC.

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

Dated this the .....Day of .....2018

.....

(Executants)

(TO BE EXECUTED BY BOTH MEMBERS OF THE CONSORTIUM)

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law [Indian Laws only] and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure (for a body corporate).

**A5. 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:

**A6. 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 semi/ fully underground bins .....}		{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 bins, 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.*

**A7. 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:

**A8. 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 Model underground Waste Collection Bins at Designated Locations in Bhubaneswar including Collection, Transportation and Operation & Maintenance Services- Package I/ Package II<sup>2</sup>".

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:

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<sup>2</sup> Please strike which is not applicable.

**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.	Supply and Installation of Modern underground Waste Collection bin of 3 cum capacity for Municipal Solid Waste Collection at designated locations as per as per specification mentioned and requirement of the BMC	Nos.		25			
ii.	Civil work for installation of 25 underground bins of 3 cum capacity	Nos.		25			
iii.	Bin Level sensors for each bin	Nos.		25			
iv.	Bin Monitoring system & integration with Bhubaneswar Operation Centre	Lump Sum		1			
<b>CAPEX : Sub Total (A= i+ii+iii +iv)</b>							
<b>B. Opex</b>							
<b>O&amp;M of the proposed bins, vehicles and other equipment &amp; machineries, bin sensors and monitoring system for 60 months as specified and requirement of BMC.</b>							
v.	Manpower	Months		60			
vi.	Fuel	Months		60			
vii.	Bin Cleaning & Maintenance	Months		60			
viii.	1 nos. Vehicle operation & maintenance	Months		60			
<b>OPEX : Sub Total (B= v+vi+vii+viii)</b>							
<b>Grand Total (C=A+B)</b>							

(Name & Signature of Authorised signatory)

Name and seal of Bidder

Place:

## B2. 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.	Supply and Installation of Modern underground Waste Collection bin of 3 cum capacity for Municipal Solid Waste Collection at designated locations as per as per specification mentioned and requirement of the BMC	Nos.		25			
ii.	Civil work for installation of 25 underground bins of 3 cum capacity	Nos.		25			
iii.	Bin Level sensors for each bin	Nos.		25			
iv.	Bin Monitoring system & integration with Bhubaneswar Operation Centre	Lump Sum		1			
<b>CAPEX : Sub Total (A= i+ii+iii +iv)</b>							
<b>B. Opex</b>							
<b>O&amp;M of the proposed bins, vehicles and other equipment &amp; machineries, bin sensors and monitoring system for 60 months as specified and requirement of BMC.</b>							
v.	Manpower	Months		60			
vi.	Fuel	Months		60			
vii.	Bin Cleaning & Maintenance	Months		60			
viii.	1 nos. Vehicle operation & maintenance	Months		60			
<b>OPEX : Sub Total (B= v+vi+vii+viii)</b>							
<b>Grand Total (C=A+B)</b>							

(Name & Signature of Authorised signatory)

Name and seal of Bidder

Place:

## PRO-FORMA OF BANK GUARANTEE FOR EMD

*(To be executed on appropriate value of Non-Judicial Stamp Paper)*

WHEREAS, (name of the Bidder) wishes to submit his Bid for the **“Supply & Installation of Model underground Waste Collection Bins at Designated Locations in Bhubaneswar including Collection, Transportation and Operation & Maintenance Services**, hereinafter called "the Bid",

KNOW ALL MEN by these presents that we (name of bank) of (city and country) having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are irrevocably and unconditionally bound to the **Bhubaneswar Municipal Corporation** or its successor, (hereinafter referred to as “BMC” in the sum of Rs. \_\_\_\_\_ (In Words)\_\_\_\_\_ which payment can truly be made to BMC. The Bank binds themselves, their successors and assigns by these presents.

Sealed with the Common Seal of the Bank this \_\_\_\_\_day of \_\_\_\_\_, 201\_\_.

THE CONDITIONS of this obligation are:

- (a) If the Bidder withdraws his Bid at any time during the stipulated period of Bid Validity specified in the Request for Proposal Document (or such period of validity as may be extended as per RfP, issued by BMC; or
- (b) If the Bidder, for the period of the Bid Validity as per RfP in BMC’s opinion, commits a material breach of any of the terms and / or conditions contained in the RfP Document and / or subsequent communication from BMC in this regard; or
- (c) If the Bidder refuses to accept the correction of errors in the Bid; or
- (d) If the Bidder, having been notified of the acceptance of its Bid by the BMC:
  - (i) fails or refuses to sign the Contract Agreement for Development of **Supply & Installation of Model underground Waste Collection Bins at Designated Locations in Bhubaneswar including Collection, Transportation and Operation & Maintenance Services”**;
  - (iii) Fails or refuses to pay the Performance Security in accordance with and when required by the RfP;
  - (iv) Material Variation / Material fact suppression/ other non-fulfilment of conditions specified in RfP documents;

We agree and undertake, absolutely, irrevocably and unconditionally make the above payments, as the case may be, the above amount without protest, delay or demur upon receipt of BMC's first written demand, without the BMC having to substantiate its demand, provided that in its demand the BMC will note that the amount claimed by it is due to it owing to the occurrence of one or more of the conditions set out above, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date of expiry of the period of Bid Validity as stated in the RfP Document or as extended by BMC at any time as per RfP, notice of which extension to the Bank being hereby waived.

Provided however, that

In the event that this Bidder is selected for award of the project through the issue of the Letter of Award, the Bid Security shall remain in force till the date of execution of the Contract Agreement.

OR

In the event this Bidder is not selected for award of the Project, the Bid Security shall remain in force up to and including a period of 30 days from the date of execution of the Contract Agreement.

Any demand in respect of this Guarantee should reach the Bank not later than the date of expiry (as defined above) of this Guarantee.

The jurisdiction in relation to this Guarantee shall be the courts of Bhubaneswar and the Indian law shall be applicable.

**SIGNATURE OF AUTHORISED:**

REPRESENTATIVE OF THE BANK \_\_\_\_\_

NAME AND DESIGNATION \_\_\_\_\_

SEAL OF THE BANK \_\_\_\_\_

SIGNATURE OF THE WITNESS \_\_\_\_\_

NAME OF THE WITNESS \_\_\_\_\_

ADDRESS OF THE WITNESS \_\_\_\_\_