



BHUBANESWAR MUNICIPAL CORPORATION

**TENDER FOR
“SUPPLY OF 1100 L DUST BINS FOR BMC MANAGED
WARDS”**

APPROX. COST: Rs. 40.00 Lakhs

COST OF TENDER DOCUMENTS: Rs. 6000/-



BHUBANESWAR MUNICIPAL CORPORATION

NOTICE INVITING TENDER (NIT)

NIT PART-I (SECTION-I)

GENERAL AND TECHNICAL INFORMATION FOR SUBMISSION OF BID

1. On behalf of the Commissioner, Bhubaneswar Municipal Corporation (BMC), Dy. Commissioner, Projects, BMC invites bid for items mentioned below in conformity with the terms and conditions of the Detailed Bid Document in Two Bid System (Part-I: General & Technical Bid and Part-II: Financial Bid) from intending bidders fulfilling the eligibility criteria and other requirements mentioned in this Notice and in the respective TENDER for the following supply of material.

Sl. No.	Name of the Supply	Qty.	E.M.D in Rs	Cost of TENDER Document Including Taxes in Rs.	Period of Completion of the Work
1.	Supply of 1100 L Metal bins with wheels.	200	80,000.00	6000.00	2 Months

The aforesaid period is for supply part of this TENDER.

2. Tender documents can be downloaded from BMC website www.bmc.gov.in.
3. BMC intends to procure the 1100 liters metal dustbin for collection of Municipal Solid Wastes (MSW) within its managed wards through this Tender.
4. **Critical Dates:**
These dates, as decided by BMC, shall be binding upon the respective selected bidder/agency for each Package/Consignment.

Sl. No.	Description	Critical Dates
(i)	Period of Availability of the Tender document in BMC	Dt 17.08.17 (11.00 AM) to Dt. 06.09.17 (11.00 AM)

	Website for Download	
(ii)	Last Date & Time of Seeking : Clarification on the Tender(if any)	Dt. 22.08.17 (5.00 PM)
(iii)	Date and Time of Pre-Bid Meeting	Dt 23.08.17(11.30 AM)
(iv)	Last Date & Time of Submission : of Tender (Hard Copies in Sealed Envelop through Regd. Post/Speed Post only)	Dt.06.09.17 (3.30 PM)
(v)	Date & Time of Opening of the : Technical Bid/Part-I of the TENDER	Dt. 06.09.17 (04.00 PM)
(vi)	Date & Time of Opening of the : Financial Bid/Part-II of the TENDER	To be intimated later to successful after the technical evaluation.

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

i. Each intending bidder should be a registered Individual Proprietorship Firm or Agency/Govt./Semi Govt./Society/Public or Private Entrepreneur or Enterprise or Undertaking having authority to participate in this tender. No Consortium or Joint Venture (JV) shall be allowed or accepted in this tender.

ii) Average Annual financial turnover during last 3 financial years (ending 31st March of 2016), should be at least Rs.40.00 lakhs.

iii) Experience of having successfully completed similar supply of 1100 L dustbins during last 5 years ending 30.07.2017 should be either of the following:

- a. Three similar completed supply of 1100 L dustbins costing not less than Rs.12.00 lakhs.
- or**
- b. Two similar completed supply of 1100 L dustbins costing not less than Rs.16.00 lakhs.
- or**
- c. One similar completed supply of 1100 L dustbins costing not less than Rs.32.00 lakhs.

6. Each Technical bid as per NIT (Part-I) must be accompanied with following Documents.

i. Self-signed copies of valid statutory certificates, EPF Registration , GST Registration, PAN CARD.

ii. Self-signed Copies of balance sheets and statement(s) featuring turnover during the aforesaid duly signed by the Audit Firm (Authorized Signatory with Seal of the Firm) or the registered Chartered Accountant concerned.

iii. Self-signed Copy(s) of the required experience certificate(s) should be submitted duly signed by the bidder and the competent authority.

- iv. Original EMD and Cost of Tender Documents should be placed inside a closed envelop and the envelop should be super-scribed as “EMD and Cost of Tender Documents for (Name of the Tender) ”.
- v. Signed Copies of original Declaration Certificate & No Relationship Certificate in the prescribed formats as mentioned in the TENDER Part-I at Annexure A & B and affidavit(s) for EPF (as applicable) and for correctness of the Bid in the prescribed formats as mentioned in the TENDER Part-I at Annexure C & D respectively.
7. Financial Bid (as per NIT Part-II), duly filled in and signed by the respective bidder should be placed inside a separate closed cover super scribed as “Financial Bid for (Name of the Tender) “..
8. The Technical Bid (as per Tender Part-I) containing the documents mentioned at Sl. 7 to above, excluding the financial instruments, should be placed inside a closed envelop super scribed as “Technical Bid for (Name of the Tender)”.
9. The Technical Bid and the Financial Bid and envelope containing financial instruments should be placed in a single closed envelop super-scribed with the Tender Notice No. & Name of the Package.
10. Rejection will take place in case of the following situations.
- i. Submission of more than one Tender (comprising Part-I and II) for the supply by one bidder.
- ii. In case of faulty/erroneous/misleading/ inconsistent document(s).
- iii. Non submission of documents if asked by the under signed for necessary verification/reference/record, of any document(s), within such period as intimated/instructed (over telephone/physically/through e-mail/letter.
- iv. Bid(s) received in incomplete shape.
11. The closed/sealed main envelope containing the documents in different closed envelops mentioned at Sl. 9 should be sent through Regd. Post or Speed Post addressed to the Dy. Commissioner, Projects, Bhubaneswar Municipal Corporation, Goutam Nagar, Bhubaneswar so as to reach his office/BMC on or before the Date and Time mentioned at Sl.4 above. The authority will not be held responsible for postal delay, if any, in the delivery of the documents and non-receipt of the same in time. The authority shall also not be held responsible for any damage caused to the documents during transit & handling.
11. If the Technical Bid (Part-I) could not be opened on the date mentioned at Sl.4 above for any reason beyond the control of BMC, than the same shall be opened on the next official working/functioning day at 11.00AM.

The Financial bids of the bidders found qualified/selected, after evaluation of the Technical Bids (Part-I) shall be opened later with prior intimation to them through their e-mail/telephone to be mentioned in the affidavits .Similarly, intimation will also be given through the e-mail/telephone of the respective bidders whose bids will be rejected after either technical or financial evaluation.

12. The validity of the Tender will be 90 days from the date of opening of the technical bids.
14. Clarification can be sought for by the bidders before submission of their bids through email or by phone from the Procurement Expert, BMC (Tel no. 7064444888) and procurementsbac@gmail.com during office hours only from and till the dates mentioned at Sl.4 above.
15. The authority reserves the right to reject any or all the Bids without assigning any reason thereof subject to the limitations prescribed by Central Vigilance Commission and State Regulatory Authorities concerned.

By Order of Commissioner, BMC

**Dy. Commissioner, Projects
Bhubaneswar Municipal Corporation**

NIT PART-I (SECTION-II)

1. Regarding the Agreement to be drawn by BMC with the selected bidder for each Package, conditions stipulated in the respective Tender shall form part of the Agreement. In case of any dispute between the respective bidder(s) and BMC regarding the Tender/Agreement, decision of H&UD Deptt. shall be final & binding without prejudice to the remedies available to the respective bidder(s) under law of the Nation (India). Intending bidders are requested to understand this condition thoroughly and submit their Bids accordingly. For legal disputes, if any, the place of occurrence of dispute shall be treated as the present jurisdiction of BMC.
2. If the selected bidder does not turn up for agreement after finalization of the bid, then he/she/they shall be debarred from participation in bidding for three years and action will be taken to blacklist the bidder. In that case, the next higher qualified bidder would be called for acceptance of the letter of intent for the respective Package subject to the condition that he/she/they agreed to the deliver the Package at the first lowest/selected bidder's rate failing which the Tender shall be cancelled. In case any bidder is black listed, it will be widely published and intimated to all departments of Government and also to Govt. of India Agencies working in the state.
3. To facilitate evaluation of bid, BMC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its bid. Notwithstanding anything contained in the Tender Document, BMC reserves the right not to take into consideration any such clarifications sought by it for evaluation of the Bid and also reserves the right not to respond to any correspondence received from the Bidder after the Bid Due Date.
4. No claim shall be entertained towards any expenses made by any party for submission of Tender in case of acceptance, cancellation, rejection or withdrawal of the Tender.
5. The selected bidder shall furnish a guarantee to the effect that all items of the Consignment/Package supplied shall be free from any defect both in terms of materials and workmanship for a period of not less than 1 years from the date of completion of supply. During this period the selected bidder shall repair/replace (as per direction of BMC) the defective materials/installations, if any, at his/her/their own cost within a stipulated period on case to case/location to location basis failing which action as appropriate shall be taken by BMC against the selected bidder. However, this condition would not be applicable for damage/loss to the Consignment either in full or in part due to any other reason not attributable such as; theft, accident, nuisance, mishandling, etc. But in any case, the most probable/actual reason for such damage/loss shall be recorded by BMC and will be binding upon the selected bidder for further course of action.
6. The selected bidder shall not sub-let/sub-contract the Package to be assigned to him.
7. The selected bidder shall have to deposit balance amount as Initial Security Deposit (ISD) before drawl of agreement with BMC. The balance amount shall be such that this amount together with the EMD submitted with Part-I Bid shall constitute 5% of the accepted contract value The ISD should be submitted by the selected bidder in the shape and manner similar to

EMD and within a specified period to be intimated by BMC in the LOA. The ISD & EMD shall be retained by BMC till completion of the guarantee period or completion of local fund audit examination whichever is later. However, consideration for release of these amounts shall depend upon audit report.

9. BMC shall deduct the statutory charges/taxes as applicable under Income Tax Act, Odisha Goods and Services Tax Act, Labour Cess, Royalty, EPF, Security Deposits and other such amounts found necessary from the amounts to be paid by BMC to the selected bidders in each bill for the work.
10. Before signing of agreement, the selected bidder shall have to submit a schedule of supply of the item under the work. The same shall be examined and finalised by BMC with or without modification. Then it will be binding upon the selected bidder to follow and perform.

DECLARATION CERTIFICATE

1. I/We am/are acquainted with the local situation regarding the factors pertaining to the work for completion in all respect before submitting the bid.
2. I/We have carefully studied the conditions of supply, specifications, Tender conditions and all other documents relating to this work and agreed to deliver the same accordingly.
3. I/We solemnly pledge that, I/We shall be sincere in discharging my/our duties as a responsible bidder and complete the deliverables within prescribed time limit. In case any deviation happens, I/We shall abide by the decision of BMC.
4. I/We undertake that I/We shall not claim any escalation of cost on the materials, labour, taxes, natural calamities, public nuisance, miscreants or for any other reason in connection with work within execution of the work till the actual completion period and shall not be entertained by the department (Bhubaneswar Municipal Corporation).
5. I/We undertake that I/We Sole Applicant, (the names and address of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred or blacklisted by any state government or central government / department / agency/PSU in India from participating in Project/s, either individually or as member of a Consortium as on _____.

Signature of the Bidder

Date:-

CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* **related/not related** (*) to any officer of Bhubaneswar Municipal Corporation of the rank of Dy. Commissioner & above of BMC. I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

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

(*) - Strike out which is not applicable

Signature of the Bidder

Date:-

AFFIDAVIT

(Applicable for the Bidders not Registered under EPF. To be done on Stamp paper.)

I/We, Sri/Smt/Ms....., hereby declare as the Bidder/as the authorized signatory on behalf of the Bidder,"....."*(strike out whichever is not applicable)* do hereby solemnly affirm and state as follows.

1. That as on date, I/we am/are not registered with RPFC (Regional Provident Fund Commission), Odisha, Bhubaneswar and solemnly affirm that, I/we shall follow the "**Employees Provident Fund and Misc. Provision Act, 1952 & rules / schemes**", made thereunder, in case this Package/Consignment is awarded to me/us.
2. That I/we shall submit before payment of any bill, the detail list of labours, such as,
 - (i) Name :
 - (ii) Father's Name :
 - (iii) Place of Permanent Residence:
 - (iv) Statement of wages paid to them till the completion of the work
3. That, BMC authority will be at liberty to deduct **26%** of the labour component amount of the Contract & shall retain it as an **additional security with BMC**.
4. That, in case I/we submit the EPF registration certificate, then the said additional security shall be released to me/us by BMC without any interest subject to fulfillment of other compliances / conditions.
5. That, this affidavit is required to be produced before the authority of Bhubaneswar Municipal Corporation for the purpose of submission of Bid in response to BMC TENDER No. 18798 Dt. 16.08.2017 .That the facts stated above are true to the best of my/our knowledge.

(Deponent)

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

AFFIDAVIT

(Applicable for All Bidders .To be on stamp paper)

1. I/We, Sri/Smt/Ms.....,Son/Daughter/Wife of , hereby declare as the bidder/as the authorized signatory on behalf of the bidder,"....."*(strike out whichever is not applicable)* that I/we am/are validly registered and entitled for participation in this TENDER.
2. It is hereby declared that I/we are not currently deprived from participating in the Tender/TENDER of any Govt. Organisation including BMC and I/we have furnished the required eligibility documents as a valid Bidder for this Package.
3. I/We hereby authorise and request any bank, person, firm or organisation to furnish information to BMC as deemed necessary by it in connection with my/our eligibility criteria and document verification related to my/our Bid for the aforesaid work. I/We also authorise BMC to refer, peruse, consider & correlate my/our documents submitted in connection with other Tenders/Bids and I /we have no objection if such documents either in whole or part are perused, referred and considered.
4. The undersigned undertake to submit further information/ documents as may be requested for/required by BMC in connection with this Bid within the stipulated period to be intimated by BMC either through letter or through my/our Telephone No. furnished below. Non-response to this instruction by me/us within the stipulated period shall render my/our Bid as non-response/incomplete and hence BMC shall be at liberty to take any action as deemed fit against me/us as well as to decide/cancel my/our Bid for the Package and I/we will have no claim against such decision of BMC.
5. My/our present address for correspondence isand my Telephone Contact number is.....and e-mail ID for..... correspondence is..... I/We shall promptly and voluntarily intimate BMC about subsequent changes, if any, of my/our telephone number, e-mail ID and address for correspondence within a week from the date of occurrence of such changes failing which, I/we will be held responsible for any eventual delay/gap in correspondences/communications between me/us and BMC and subsequent follow-up actions and situation which may arise due to such delay/gaps.
6. I/We hereby declare that all the information and documents furnished herewith by me/us in connection with my/our Bid for the Package invited by BMC vide TENDER No. 18798 Dt. 16.08.2017 are true and correct.

(Deponent)

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

NIT PART-I (SECTION-III)

Draft Sample Agreement to be Drawn by BMC with the Selected Bidder

AGREEMENT NO. _____ Dt. _____

Name of the Work : Supply of 1100 L Dust Bins
For BMC Managed Wards

Name of the Selected Bidder:

Agreement Value:

Earnest Money Deposit (EMD): Rs. 80,000.00

Initial Security Deposit (ISD):

Stipulated Date of Commencement:

Stipulated date of Completion: 2 Months

BHUBANESWAR MUNICIPAL CORPORATION

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

**Space for
embossing stamp**

Name of the Package/Consignment:

Name of the Selected Bidder :

Contract Agreement Form

I/We do hereby agree to supply 1100 L dustbins under mentioned descriptions of work in accordance with the conditions noted in this agreement. I/We understand that payment for the corresponding items of the Package/Consignment shall be made by BMC at the rate specified in the following schedule.

Description of work	Quantity	Rate	Unit	Amount	Remarks
Supply of 1100 L Metal bins with wheels.	200				

CONDITIONS (Reverse)

1. The materials to be supplied by me/us are to be the best of several kinds procurable and in all cases will be subject to the approval of BMC.
2. BMC may put an end to this agreement at any time in case of bad work or materials supplied by the selected bidder. In such cases BMC shall be at liberty to remove the defective materials and get it replaced, deducting the value of the materials rejected, or materials removed and the cost of replacing/removing the same, as BMC may decide, shall be deducted from any amount due, or that may become due, to selected bidders.

Accepted by me

Signature of the First Party

Signature of the Second Party

Witnesses.

1.

2.

NIT PART-I (SECTION-IV)

BRIEF TECHNICAL SPECIFICATIONS FOR THE SUPPLY OF 1100 L DUST BINS FOR BMC MANAGED WARDs

A. 1100 L Metal Dustbins:

- 1) Volume : 1.1 Cu.m (1100 Ltrs)
- 2) Body Type : Open top/Closed top
- 3) Operation : Manual Lifting
- 4) Construction: Rectangular
- 5) Material : Galvanized Iron (GI Dustbins) / Mild Steel
- 6) Roller: Castor Wheels, Swiveling
- 7) Dimension : To suit Compactor bin lifter
- 8) Handle : For Manual Handling
- 9) Weight : 110 to 125 Kg approx.
- 10) 1240cmx1070cmx1300cm(LxBxH)

1. Each bidder should submit a sample of the dustbin along with his/her/their proposal for verification, reference and record without which the bid shall be rejected.

2. After/during supply and delivery of the items by the selected bidder, BMC may opt for random sample checking and testing through any competent third party authority/organization. Result of the test(s) and recommendation/decision of BMC based on the same shall be final and binding on the selected bidder.

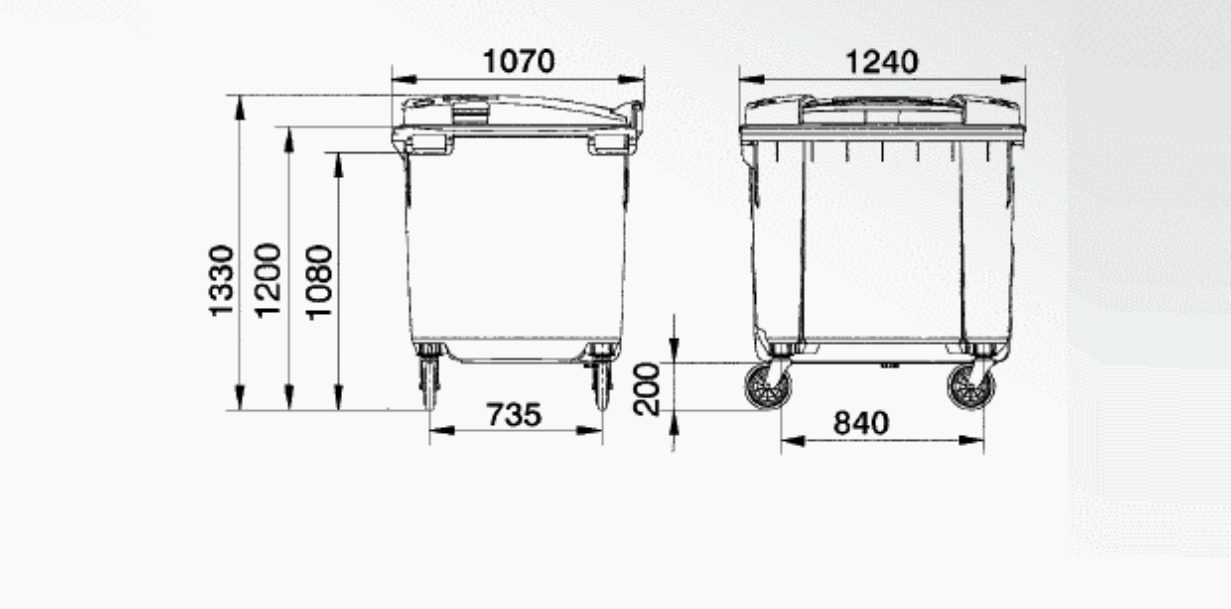
3. Branding of the items in the name of BMC at suitable face(s) shall be done by the selected bidder as per direction of BMC using durable paint with or without engraving or by stickering.

5. BMC may constitute different committees to examine the whole deliverables under this work for transparency, accountability, ownership and acceptance of the deliverables for successful outcome of the Consignment. The selected bidder shall abide by the guidance and direction of the committee(s) within reasonably allowed time failing which it will be treated as a breach of contract and hence punishable as per the agreement.

Note: The above specifications are indicative only and details shall be provided during supply order and hence the selected bidder should deliver accordingly without deviation and any kind of additional financial claim or time consumption.

Tentative/Indicative Dimensions of the Items

A. 1100 L Bin



NIT PART-II (FINANCIAL BID)

(On Bidder Letter Pad)

Sl. No.	Brief Description of the Items	Quantity	Unit	Rate Quoted in Rs. (inclusive of all Taxes and Duties)		Amount in Rs.
				(In Figures)	(In Words)	
1	Supply of 1100 L Metal bins with wheels.	200	Each			
Total						

I/We agree to supply the above goods in accordance with the technical specifications for a total contract price of Rs. (amount in figures) (Rs. amount in words) within the period specified in the tender document.

I/We also confirm that the normal commercial warrantee/guarantee of months shall apply to the offered goods.

Authorized Signatory with Seal of the Bidder

(NB: The above quantities are tentative only and shall be subject to change before acceptance of the Bid or after signing of agreement as per requirement of BMC owing to financial admissibility and other site/location constraints. No claim in this regard from any bidder or any other public/private entity shall be entertained. Not to be written on Financial Bid)