

BERHAMPUR MUNICIPAL CORPORATION

No. 9807

Dt. 06.06.17



**DETAILED REQUEST FOR PROPOSAL (RFP) FOR
"SUPPLY OF 50 Ltr DUST BINS AT
VARIOUS LOCATIONS UNDER BeMC."**

**COST OF RFP DOCUMENTS: Rs. 5,250/-
[Including 5% VAT]
EMD Cost: Rs. 20,000/-.**



BERHAMPUR MUNICIPAL CORPORATION
NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

RFP PART-I (SECTION-I)

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

1. The Commissioner, Berhampur Municipal Corporation (BeMC), invites RFP for Consignment mentioned below in conformity with the terms and conditions of the Detailed RFP in Two Bid System (Part-I: General & Technical Proposal and Part-II: Financial Proposal) from intending bidders fulfilling the eligibility criteria and other requirements mentioned in this Notice and in the respective RFPs for the following Consignments.

Sl. No	Particulars
1.	Dust Bin (50 Lts.) Colour- Blue & Green

The aforesaid period is for supply part of this RFP.

2. RFP documents can be downloaded from BeMC website www.berhampur.gov.in.
3. BeMC intends to procure two lakh capacity High Density Polyethylene (HDPE) Waste Bins/Dust Bins along roadsides within its territory for collection of Municipal Solid Wastes (MSW) through this RFP. This date, as decided by BeMC, shall be binding upon the respective selected bidder/agency for each Consignment.

4. **Critical Dates of this RFP**

Sl. No.	Description	Critical Dates
(i)	Period of Availability of the RFP in BeMC Website for Download	: Dt 07.06.2017 (11.00 AM) to Dt 16.06.2017 (11.00 AM)
(ii)	Last Date & Time of Seeking Clarification on the RFP (if any)	: Dt 12.06.2017 (5.00 PM)
(iii)	Last Date & Time of Submission of Proposal (Hard Copies in Sealed Envelop through Regd. Post/Speed Post only) (Sl.10 below).	: Dt 17.06.2017 (5.00 PM)
(iv)	Date & Time of Opening of the Technical Proposal/Part-I of the RFP	: Dt 19.06.2017 (11.00 AM)
(v)	Date & Time of Opening of the Financial Proposal/Part-II of the RFP	: To be intimated later as per Sl. 11 below of this notice.

Note:- Any query related to the tender may be communicated through our official mail id. mcbemc08@gmail.com

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

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 RFP. No Consortium or Joint Venture (JV) shall be allowed or accepted in this RFP.

ii) Average Annual financial turnover during last 3 financial years (ending 31st March of 2017), should be at least Rs.1 Cr. Copies of balance sheets and statement(s) featuring turnover during the aforesaid periods should be submitted duly signed by the bidder and the Audit Firm (Authorized Signatory with Seal of the Firm) or the registered Chartered Accountant concerned.

iii) Experience of having successfully completed similar Consignments during last 3 years ending 01.04.2017.

6. Each Proposal (as per RFP Part-I) must be accompanied with legible self signed copies of valid Agency Registration Certificate, EPF Registration, VAT CC, PAN CARD, documents in support of the eligibility criteria defined at Sl. 5 above. In addition to this each Proposal Part-I should accompany bid cost Rs. 5,250 (including VAT) and original Earnest Money Deposit (EMD) Rs. 20,000 (Twenty Thousand Only) in shape of Term Deposit Receipt or Fixed Deposit Receipt or Demand Draft or Banker's Cheque of any Nationalized or Schedule Bank(s) or in shape of Small Savings Instrument(s) of Govt. of India and Cost of RFP Documents as specified in the above Table for the respective Consignment. No bidder should submit more than one Proposal (comprising Part-I and II) for the

respective Consignment failing which the Proposals of the agency for the respective Consignment shall be rejected. The EMD should have been pledged/issued (as applicable) in favour of Commissioner, Berhampur Municipal Corporation in shape of Term Deposit Receipt or Fixed Deposit Receipt or Demand Draft or Banker's Cheque of any Nationalized or Schedule Bank(s) or in shape of Small Savings Instrument(s) of Govt. of India or in a combined shape of two or more of the aforesaid financial instruments failing which the proposal shall be rejected outright. The Cost of RFP Documents should be in shape of Demand Draft and drawn on any Nationalized/Schedule Bank in favour of **Commissioner, Berhampur Municipal Corporation** without which the Proposal(s) shall not be considered for evaluation. The Demand Draft to be submitted by each intending bidder towards cost of RFP documents should have been issued/drawn on or after the date of issue of this Notice and should essentially remain valid at least for three months from the date of its issue. Similarly, Demand Draft/Banker's Cheque, if submitted by any bidder for any Consignment towards EMD, as described above, should have been issued/drawn on or after the date of issue of this Notice and should essentially remain valid for three months from the date of its issue subject to further extension in conformity with the validity of the Proposal vide Sl.12 below. In case of interest bearing security(s)/deposit(s), as mentioned above, to be furnished towards EMD, the invested/deposited amount(s) shall only be taken into consideration as the amount of EMD furnished for the respective Consignment, but not the amount(s) on maturity or the interest(s) likely to be accrued out of the said investment(s)/deposit(s). Accordingly, the intending bidders are urged to furnish the EMD(s). The EMD and Cost of RFP Documents should be placed inside a closed envelop for the respective Consignment and the envelop should be superscribed as "EMD and Cost of RFP Documents for Supply of Dustbin for BeMC ". This closed envelop should be placed inside the main envelop vide Sl.9 below.

7. In addition to this each Proposal (Part-I) should also be accompanied with original Declaration Certificate & No Relationship Certificate in the prescribed formats as mentioned in the RFP Part-I at Annexure A & B and affidavit(s) for EPF (as applicable) and for correctness of the Proposal in the prescribed formats as mentioned in the RFP Part-I at Annexure C & D respectively. Without these documents the Proposal shall be liable for rejection. The Technical Proposal (as per RFP Part-I) containing the documents mentioned at Sl. 5 to above, excluding the financial instruments vide Sl.6 above, should be placed inside a closed envelop super scribed as "Technical Proposal for Supply of Dustbin at various locations in BeMC". This closed envelop should be placed inside the main envelop vide Sl.9 below.
8. Financial Proposal (as per RFP Part-II), duly filled in and signed by the respective bidder should be placed inside a separate closed cover super scribed as "Financial Proposal for Supply of Dustbin at various locations in BeMC ". This closed envelop should be placed inside the main envelop vide Sl.9 below.

9. The required documents mentioned at Sl. 5 to Sl. 7 above including the financial instruments and the Financial Proposal (Part-II) in the prescribed format (pl. refer RFP Part-II) as described at Sl. 8 above should be placed in three separate closed covers and should be placed inside a closed/sealed main envelop superscribed with the RFP Notice No. & Name of the Consignment. Without the above documents (one or more than one) and, in case of faulty/erroneous/misleading/ inconsistent document(s), the Proposal shall be rejected outright. The closed envelop should be submitted in accordance with the details mentioned in Sl.10 below. If found necessary for further verification/reference/record, original(s) of any document(s), such as; license, PAN, VAT CC, etc., should be produced by the respective bidder(s) before the undersigned within such period as intimated/instructed (over telephone/physically/through e-mail/letter), failing which the respective Proposal shall be treated as incomplete/non-responsive and hence shall be rejected.
10. The closed/sealed main envelope containing the documents in different closed envelops mentioned at Sl. 9 above should be sent through Regd. Post or Speed Post addressed to **the Commissioner, Berhampur Municipal Corporation, Berhampur, PIN-760002** so as to reach his office/BeMC 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 General & Technical Proposal (Part-I) containing the documents mentioned at Sl.9 above except the Financial Proposal vide Sl.8 above could not be opened on the date mentioned at Sl.4 above for any reason beyond the control of BeMC, than the same shall be opened on the next official working/functioning day at 11.00AM.

The Financial Proposals of the bidders found qualified/selected, after evaluation of the Technical Proposals (Part-I) and upon verification of the financial instruments submitted, shall be opened later with prior intimation to them through their e-mail/telephone to be mentioned in the affidavits (vide Sl. No.7 above). Similarly, intimation will also be given through the e-mail/telephone of the respective bidders whose Proposals will be rejected after either technical or financial evaluation.
12. Each received Proposal, if otherwise not rejected, shall remain valid for a period of **120 days** from the date of opening of Financial Proposal (Part-II). Subsequent extension of validity of any Proposal shall be subject to mutual consent of the respective bidder and BeMC.
13. The intending bidders are urged to acquaint themselves with the respective site conditions wherein, the corresponding Consignment/Consignment is to be delivered and executed and submit their Proposal(s) accordingly.

14. In case of any inconsistency or contradict among different clauses/conditions/ instructions/ information furnished in this RFP, then necessary clarification can be sought for by the bidders before submission of their Proposals from the Commissioner, BeMC (Tel no. 8280066828) during office hours only from and till the dates mentioned at Sl.4 above. Regarding the Agreement to be drawn by BeMC with the selected bidder for each Consignment, conditions stipulated in the respective RFP shall form part of the Agreement. In case of any dispute between the respective bidder(s) and BeMC regarding the RFP/Agreement, decision of H&UD Dept. shall be final & binding without prejudice to the remedies available to the respective bidder(s) under law of the Nation (India). Intending bidders are requested to understand this condition thoroughly and submit their Proposals accordingly. For legal disputes, if any, the place of occurrence of dispute shall be treated as the present jurisdiction of BeMC.
15. The authority reserves the right to reject any or all the Proposals without assigning any reason thereof subject to the limitations prescribed by Central Vigilance Commission and State Regulatory Authorities concerned.

Sd/06.06.2017

Commissioner
Berhampur Municipal Corporation

RFP PART-I (SECTION-II)

1. Any bidder from outside the State of Odisha intending to participate in this RFP but not registered under Odisha VAT Act is also allowed to participate subject to the condition that he/she/they should submit a **Declaration-cum-Undertaking** featuring that he/she/they is/are not registered under the Odisha VAT Act as he/she/they has/have not started any business in the State and he/she/they has/have no liability under the said Act. Such bidder(s), if became successful, then he/she/they will have to produce the Odisha VAT Clearance Certificate in the required form VAT-612 within a month from the date of issue of letter of acceptance of the Proposal. Failure to comply this instruction within the stipulated period shall render his /her/their Proposal incomplete and shall be rejected with other punitive action against the said defaulter bidder(s) as deemed fit by BeMC.
2. If the selected bidder does not turn up for agreement after finalization of the Proposal, 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 Consignment subject to the condition that he/she/they agreed to the deliver the Consignment at the first lowest/selected bidder's rate failing which the RFP 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. Proposal(s) received in incomplete shape are liable for rejection.
4. To facilitate evaluation of Proposal, BeMC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the RFP Document, BeMC reserves the right not to take into consideration any such clarifications sought by it for evaluation of the Proposal and also reserves the right not to respond to any correspondence received from the Bidder after the Proposal Due Date.
5. No claim shall be entertained towards any expenses made by any party for submission of Proposal in case of acceptance, cancellation, rejection or withdrawal of the tender.
6. The selected bidder shall furnish a guarantee to the effect that all items of the Consignment 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 BeMC) 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 BeMC 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 BeMC and will be binding upon the selected bidder for further course of action.

7. The selected bidder shall sub-let/sub-contract the Consignment to be assigned to him.
8. The selected bidder shall not employ for the purpose of this Consignment, any person who is below the age of eighteen years and shall pay to each labour for the work done by such labour at the rates prescribed by Government of Odisha. BeMC shall have the right to enquire into and take appropriate action against the selected bidder in case of deviation. The selected bidder shall be liable to pay any compensation to any workman under workman's compensation Act, 1923 either by direct payment or by reimbursement through BeMC.
9. The Proposal(s) containing extraneous conditions, not covered by the RFP is/are liable for rejection.
10. The selected bidder shall have to deposit balance amount as Initial Security Deposit (ISD) before drawl of agreement with BeMC. The balance amount shall be such that this amount together with the EMD submitted with Part-I Proposal shall constitute 2% of the accepted Consignment/Consignment 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 BeMC in the LOA. The ISD & EMD shall be retained by BeMC 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.
11. BeMC shall deduct the statutory charges/taxes as applicable under Income Tax Act, Odisha Value Added Tax Act, Service Tax, Labour Cess, Royalty, EPF, Security Deposits and other such amounts found necessary from the amounts to be paid by BeMC to the selected bidders in each bill for the Consignment.
12. Before signing of agreement, the selected bidder shall have to submit a schedule of supply of the item under the Consignment. The same shall be examined and finalised by BeMC with or without modification. Then it will binding upon the selected bidder to follow and perform.

DECLARATION CERTIFICATE

1. I/We am/are acquainted with the local situation regarding the materials, labour and factors pertaining to the work for completion in all respect before submitting the Proposal.
2. I/We have carefully studied the conditions of supply and installation, specifications, RFP conditions and all other documents relating to this consignment 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 BeMC.
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 (Berhampur Municipal Corporation).

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 Berhampur Municipal Corporation. 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* Proposal 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)

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, Berhampur and solemnly affirm that, I/we shall follow the "**Employees Provident Fund and Misc. Provision Act, 1952 & rules / schemes**", made there under, in case this 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, BeMC authority will be at liberty to deduct **26%** of the labour component amount of the Contract & shall retain it as an **additional security with BeMC**.
4. That, in case I/we submit the EPF registration certificate, then the said additional security shall be released to me/us by BeMC without any interest subject to fulfillment of other compliances / conditions.
5. That, this affidavit is required to be produced before the authority of Berhampur Municipal Corporation for the purpose of submission of Proposal in response to BeMC RFP No. _____

Dt.....

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)

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 RFP.
2. It is hereby declared that I/we are not currently deprived from participating in the tender/RFP of any Govt. Organisation including BeMC and I/we have furnished the required eligibility documents as a valid Bidder for this Consignment.
3. I/We hereby authorise and request any bank, person, firm or organisation to furnish information to BeMC as deemed necessary by it in connection with my/our eligibility criteria and document verification related to my/our Proposal for the aforesaid work. I/We also authorise BeMC to refer, peruse, consider & correlate my/our documents submitted in connection with other tenders/proposals 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 BeMC in connection with this Proposal within the stipulated period to be intimated by BeMC 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 Proposal as non-response/incomplete and hence BeMC shall be at liberty to take any action as deemed fit against me/us as well as to decide/cancel my/our Proposal for the Consignment and I/we will have no claim against such decision of BeMC.
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 BeMC 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 BeMC 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 Proposal for the Consignment/Consignment No....., invited by BeMC vide RFP No. _____ Dt..... are true and correct.

(Deponent)

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

RFP PART-I (SECTION-IV)

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

AGREEMENT NO. _____ **Dt.** _____

Name of the Consignment/Consignment:

Name of the Selected Bidder:

Agreement Value:

Earnest Money Deposit (EMD): Rs.

Stipulated Date of Commencement:

Stipulated date of Completion: 2 Months

BERHAMPUR MUNICIPAL CORPORATION

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

**Space for
embossing stamp**

Name of the Consignment:

Name of the Selected Bidder:

Contract Agreement Form

I/We do hereby agree to supply dustbins / garbage bags 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 Consignment shall be made by BeMC at the rate specified in the following schedule.

Description	Unit	Quantity	Rate	
			In words	In figures
50 liters Bin (Including MS/ Steel fitting)	Each	1		

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 BeMC.
2. BeMC may put an end to this agreement at any time in case of bad work or materials supplied and installed by the selected bidder. In such cases BeMC 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 BeMC may decide, shall be deducted from any amount due, or that may become due, to selected bidders.

Signature of the Party making this agreement.....

Date.....

Witnesses.....

Residence.....

Date.....

Accepted by me

RFP PART-I (SECTION-III)

BRIEF TECHNICAL SPECIFICATIONS FOR THE CONSIGNMENT/CONSIGNMENT (FOR SUPPLY OF DUSTBIN)

1. The Bin should have 50 ltrs storage volume capacity. It should have been manufactured in accordance with IS10146 of 1982 with latest amendments using HDPE virgin grade polyethylene material and shaped to the required size through blow moulding/roto, moulding/injection process with smooth surfaces. It should have been stabilized against the harmful action of normal organic, inorganic and biochemical ingredients likely to be available in municipal solid wastes. It should also have been stabilized against the weathering action of UV Ray of natural sun light should be capable heavy duty continuous outdoor exposure. The dustbin should be free from joints, welds or rims and should be integrally attached with moulded lids/cover to prevent spill/overflow and spreading of smell. The bins should satisfy the critical requirement of MSW and Handling Rules, 2016. Tentative dimension of the dustbins is enclosed as guidance.

Dust Bin Container Material	High Density Polyethylene (HDPE) manufactured through compact injection moulding/blow moulding process.
Weight	1500 Grams (approx. with $\pm 5\%$ variation)
Capacity	50 Liters
Color	Green and Blue as per direction of BeMC
Certification/Marking	BIS/ISI marked/embossed waste bins shall be preferred.

2. 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.

3. After/during supply and delivery of the waste bins by the selected bidder, BeMC may opt for random sample checking and testing through any competent third party authority/organization such as CIPET in accordance with BIS Code 2798: 1998. Result of the test(s) and recommendation/decision of BeMC based on the same shall be final and binding on the selected bidder.

4. Branding of the bins at suitable face(s) shall be done by the selected bidder as per direction of BeMC using durable paint with or without engraving.

5. BeMC may constitute different committees to examine the whole deliverables under this Consignment/Consignment 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.

6. The Bidder strictly follow the guidelines mentioned in Swachha Bharat Mission, Solid Waste Management Rules, 2016 & Plastic Waste Management Rules, 2016.

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

Tentative/Indicative Dimensions of the Bin

50 Liters Bins with MS or Steel Frame



RFP PART-II (FINANCIAL PROPOSAL)

Sl. No.	Brief Description of the Items	Quantity	Unit	Rate Quoted in Rs. (inclusive of all Taxes and Duties)	
				(In Figures)	(In Words)
3	50 liters Bin (Including MS/Steel fitting)	1	Each		

NB: The above items are tentative only and shall be subject to change before acceptance of the Proposal or after signing of agreement as per requirement of BeMC 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.

Authorized Signatory with Seal of the Bidder