

REQUEST FOR PROPOSAL

for

COLLECTION, TRANSPORTATION AND DUMPING OF

CONSTRUCTION & DEMOLITION (C&D) WASTE

FROM NDMC AREA ON PPP MODEL



EXECUTIVE ENGINEER (RIP)

ROOM NO. 2001 C, 2ND FOOR,

New Delhi Municipal Council

Palika Kendra, Parliament Street

New Delhi – 110001

NEW DELHI MUNICIPAL COUNCIL

TENDER NOTICE NO: _____ dated _____

Request for Proposal

for

Collection, Transportation and Dumping Of Construction & Demolition [C&D] Waste from NDMC Area on PPP Model

COST OF TENDER DOCUMENTS RS. 10,000/-

Date of release of Documents : _____

Deadline for Submission : _____

Pre-Proposal meeting - Date and Time : _____

Issuing Office : EE(RIP) DIVISION

Name of Issuing officer : Sh. A K Aggarwal

Designation of Issuing Officer : Executive Engineer, RIP

Address of correspondence : Room No. 2001, 2nd Floor, Palika
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REQUEST FOR PROPOSAL

The New Delhi Municipal Council (NDMC) plans to enter into a 'PPP Model' contract with an identified Private Sector Provider to implement 'the project' on Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste from NDMC area on PPP Model. The project would involve for Providing the C&D Waste bins, Collection of C&D Waste in NDMC area and deployment of Hook-loaders for transportation of the C&D Waste through bins upto the dumping sites at Shastri Park Shahdara, Delhi or any other approved site by NDMC including Gazipur landfill site of EDMC and also involve Operation and Maintenance of C&D Waste Bins, Auto Tipper and Hook-loaders. The period of the concession will be of Seven (7)years. NDMC is inviting Proposals from the interested Parties as per the laid out norms in Request for Proposal (RFP). The RFP is organized in two volumes as given below:

1. VOLUME I : INSTRUCTION TO BIDDERS

2. VOLUME II : CONCESSION AGREEMENT

Prospective Bidders are advised to read the 2 (two) volumes in conjunction and are advised to comply with the terms & conditions for submission of their Proposal as defined in this RFP document. The RFP can be purchased at the office of NDMC by paying an amount of Indian Rupees (INR) 10,000/- (Indian Rupees Ten Thousand only) in the form of a Demand Draft or Pay Order in favor of the Secretary NDMC payable at New Delhi.

The Private Service Provider would be selected through an [National] Competitive RFP Process. A **“Three Parts”** process would be followed for determining the Preferred Bidder. Selection of successful Bidder would be through evaluation of the Proposals which are to be submitted by prospective Bidder in three envelopes as described below:

1. Part I : RESPONSE TO MINIMUM ELIGIBILITY REQUIREMENTS

2. Part II : TECHNICAL BID

3. Part III : FINANCIAL BID

All queries regarding the Project may be submitted in writing to:

Name : Sh. A K Aggarwal

Address : Office of EE(RIP) NDMC, 2nd Floor, Palika Kendra, Sansad Marg, New Delhi

Phone : 011-23367728

DISCLAIMER

The information contained in this Request for Proposals document (“**RFP**”) or subsequently provided to RFP respondents (Bidder(s)), whether verbally or in documentary or any other form, by or on behalf of the New Delhi Municipal Council (NDMC) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the NDMC to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their response to this RFP (the “**Application**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by NDMC in relation to the “**Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste from NDMC area on PPP Model**” (“**the Project**”). **The project would involve Providing the C&D Waste bins, Collection of C&D Waste in NDMC area and Hookloaders for transportation of the C&D Waste through bins upto the dumping sites at Shastri Park Shahdara, Delhi Shastri Park Shahdara, Delhi or any other approved site by NDMC including Gazipur landfill site of EDMC and also involve Operation and Maintenance of C&D Waste Bins and Hookloaders.** Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for NDMC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NDMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

NDMC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise. This shall include the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP of Bidders for participation in the Application Process.

NDMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

NDMC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issuance of this RFP does not imply that NDMC is bound to select or to appoint the selected Bidder, as the case may be, for the Project and NDMC reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

Bidder(s) shall bear all costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NDMC or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Bidder and NDMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Application, regardless of the conduct or outcome of the RFP process. Bidders are requested to carefully review the contents of this RFP and submit their proposal(s), accordingly

Article I. INTRODUCTION

1.1 Project Background

- (a) New Delhi Municipal Council Area is a Central Delhi comprising Business Hub & Central Govt offices, Embassies and important heritage monuments and markets of New Delhi. It is divided into fourteen Zones for sanitations for micro level management of Civics amenities. Approximately 50-90 metric tons of Construction & Demolition waste (“**C&D Waste**” or “**Malba**”) on a daily basis is estimated. The total area of NDMC is 42.73 sq. km with a population of 2.5 lakhs, and the floating population of about 15 lacs per day.
- (b) New Delhi Municipal Council is currently handling collection and disposal of Construction & Demolition (C&D) waste / (malba) from its area through in-house staff and vehicles. NDMC is responsible for collection of C&D Waste dumped at various locations (Road sides, Waste storage depots, in-house civil works, maintenance works etc.) and transporting the same to Gazipur Landfill for disposal.
- (c) Presence of C&D Waste and other inert material (e.g. drain silt, dust and grit from road sweeping) is significant in the drainage lines / manholes / silt chambers. C&D Waste needs to be focused upon in view of (i) the potential to save natural resources (stone, river sand, soil etc.) and energy (ii) its bulk which is carried over long distances for just dumping, (iii) its occupying significant space at landfill sites and (iv) its presence spoils processing of bio-degradable as well recyclable waste. C&D Waste has potential in use after **processing and grading**.
- (d) In NDMC, there are six road maintenance divisions including Connaught Place Division, consisting Sixteen (16 Nos.) Sub- Divisions/Service Centers of Road Maintenance for collection of malba (C&D Waste) by the NDMC staff and transport to Gazipur landfill site against the **dumping** charges to EDMC as per the approved **rate per MT**.
- (e) There are number of civil contractors working in Road Maintenance Division and Building Maintenance Division. C & D waste are generated during execution of work and this C&D Waste are also to be transported and dumped to the dumping site. Now NDMC contractor will dump / collect the C&D Waste in the bins (C&D Waste Bin) provided near the work sites or at designated points under this RFP. CPWD contractors and residents of NDMC are also generate / dump the C&D Waste in the area. The malba / C&D Waste are to be removed from the NDMC area whether it is dumped unauthorizedly or collected any place in NDMC.
- (f) Architect Department NDMC grants the permission/sanction for new construction / renovations & repairing in the NDMC area. During these construction activities, C & D waste are generated. This C & D waste shall also be collected through C&D Waste bins provided under this RFP. The C & D waste bin on demand facility will be provided to the residents of **NDMC / CPWD . NDMC’s Contractors to avoid dumping of malba unauthorizedly in NDMC area.**

- (g) At present, the C&D waste generated in NDMC area (due to either renovation or construction of house/shop etc.) is dumped on roadsides, community waste bins, *dhalaos* (masonry waste storage depots) resulting in obstruction to the traffic flow and in the flow to storm water drains. From these points, NDMC desilt the drains and manholes to avoid choking and water logging. NDMC plans to divert this waste away from landfill disposal by promoting the reuse, recycling and processing of C&D debris. Reducing C&D debris conserves landfill space, reduces the environmental impact of producing new materials and overall building project expenses.
- (h) There is need for (a) controlling the situation and (b) management of C&D Waste in a comprehensive manner which is likely to have significantly positive impact on the overall scenario of waste management and cleanliness, besides some challenges in C&D **Waste management such as** C&D waste is not generated at regular **interval** and the quantity varies with the work.
- (i)
- I. NDMC through issuance of Request for Proposal (RFP) invites detailed Proposals (hereinafter referred to as "Proposals") for implementing the project ("the Project **Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste from NDMC area on PPP Model**" ("the Project").
 - II. The project would involve Providing the C&D Waste bins, Collection of C&D Waste in NDMC area and Hookloaders for transportation of the C&D Waste through bins upto the dumping sites at Shastri Park Shahdara, Delhi or any other approved site by NDMC including Gazipur landfill site of EDMC and also involve Operation and Maintenance of C&D Waste Bins, Auto Tippers, Hookloaders etc.
 - III. The colour and design of C&D Waste Bin are to be approved by NDMC before placing in the area.
 - IV. **GPS System and RFID Tag:**
RFID Tag shall be fixed in each C&D Waste Bins provided by the successful bidder. RFID Tag Reader shall be available in each Auto Tipper and Hook Loaders.
 - V. GPS System shall be installed / fixed / provided in each Auto Tippers and Hook Loaders deployed under this project and shall be in working conditions always. Feed from these GPS will be integrated with NDMC websites.
 - VI. The successful bidder shall provide the real time feed / monitoring of GPS System and RFID Tag through Web based Technology and integrated to NDMC portal.
- (j) The C&D waste collection activities are to be carried out in adherence with the provisions of the Applicable norms including Mixed Waste in the Area of Operations mentioned above as the segregations is not allowed during the collection of C&D Waste however the instructions and the request will be issued to the all concern to dump / collect / store the C&D Waste in proper C&D Waste Bin.
- (k) The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP document in order to identify the successful Bidder for the Project (hereinafter referred to as "Successful Bidder"). The Successful Bidder would then be required to enter into a Concession Agreement with NDMC and perform the obligations as stipulated therein, in respect of the Project.

- (l)** Terms used in this RFP document which have not been defined herein shall have the meaning ascribed thereto in the draft Concession Agreement.
- (m)** NDMC intends to implement the Project through a Public-Private-Partnership, by awarding a 7-year Concession and 2 months implementation time on PPP format to a private operator, identified and selected through a National Competitive RFP Process.
- (n)** The Selected Bidder, who is a company incorporated under the Companies Act, 1956/2013 (the "Concessionaire"), shall be responsible for providing, finance, procure, operate and maintain the Project in accordance with the provisions of the concession agreement (the "Concession Agreement") to be entered into between the Selected Bidder and the NDMC in the form provided by the NDMC as part of the RFP documents pursuant hereto.
- (o)** The Bidder shall complete the process of procurement of C&D waste bins and hook-loaders for Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste from NDMC area for processing at Shastri Park plant within 3 months of issue of LOA and shall start collecting the C&D waste from NDMC area.
- (p)** The Concessionaire shall achieve 100% Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste from NDMC area to ensure the removal of complete C&D waste and for dumping in processing plant at Shastri Park Shahdara, Delhi or any other approved site by NDMC including Gazipur landfill site of EDMC.
- (q)** The Bidder shall quote tipping fee for first year and also quote the percentage increase in tipping fee annually on the previous year tipping fee for subsequent year during the concession period.
- (r)** NDMC shall pay the tipping fee for the Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste on monthly basis for the dumped quantity of C&D Waste at Shastri Park Shahdara, Delhi or any other approved site by NDMC including Gazipur landfill site of EDMC as per the rate agreed under the concession agreement.
- (s)** All duties, taxes and other levies etc. (as applicable) shall exclusively be borne by the successful bidder. The Bidders shall include all duties, taxes and other levies etc., in the tipping fee receivable/payable from NDMC. Nothing extra shall be paid to the successful bidder.
 - (t)**
 - (i) The title of interest, ownership and rights with regard to the C&D Waste bins for the Project provided by the Successful Bidder on behalf of NDMC in the NDMC area along with fixtures/fittings provided therein and the land where these C&D Waste bins are kept for collection the C&D Waste shall vest with the NDMC except that these facilities/infrastructures will be operated and maintained by the Successful Bidder; as per the requirements of this proposal.
 - (ii) The title of interest, ownership and rights with regard to the Auto Tipper, Hookloaders and other Required Machineries brought / provided for the Project by the Successful Bidder on behalf of NDMC for deploying / playing in the NDMC area and for the Collection, Transportation, and Dumping of Construction and Demolition (C&D) waste upto the dumping site or for repair /maintenance/parking etc, shall vest with the Successful Bidder and these facilities/infrastructures will be operated and maintained by the Successful Bidder for the NDMC as per the requirements of this proposal.
- (u)** The successful Bidder will make all arrangement for water, electricity, DPCC clearance consent to operate etc. and will obtain all other required mandatory permissions / clearances at his own cost.

- (v) The Successful bidder must ensure that C&D Waste received at the site is transported, dumped for processing, recycling and for reuse to avoid dumping of C&D Waste in landfills.
- (w) The collection and transportation of C&D Waste shall be done in non peak hours as well as in night shift to avoid disturbance / inconveniences to the residents and commuters in NDMC area.

Section 1.2 Objectives of NDMC

NDMC envisions fulfilling the following objectives by implementing C&D Waste collection, transportation and dumping at Shastri Park Shahdara, Delhi or any other approved site by NDMC including Gazipur landfill site of EDMC for the C&D Waste management of NDMC area:

- (a) 100% removal of C&D Waste from the NDMC area;
- (b) Maximize the processing of C&D Material(s);
- (c) Minimize C&D waste that requires landfill disposal;
- (d) Properly manage C&D wastes that of construction activities by Residents or generated in civil works of NDMC or of CPWD in the area,
- (e) Reduce the Air pollution or minimize spreading of dust/ finer particles in the environments;
- (f) Reduction in total costs of C&D Waste management.

Section 1.3 Schedule of RFP Process

A summary of the major activities relating to this RFP are given in Table 1. NDMC reserves the right to modify any or all of the following dates.

Table 1

S.No	Event description	Date
1.	Date of Issuing of RFP documents	30.01.2016
2.	Last date of issue of RFP documents	09.02.2016
3.	Submission of query by the Bidders	09.02.2016
4.	Pre-Bid meeting (At 02.30 PM)	15.02.2016
5.	NDMC's response to queries	20.02.2016
6.	Proposal Submission Due Date upto 3.00PM	29.02.2016
7.	Opening of Proposals at 3.30 PM	29.02.2016

Section 1.4 Tipping Fees

- (a) The C&D waste shall be weighed at the entry of the dumping / processing site i.e. Shastri Park Shahdara, Delhi or any other approved site by NDMC including Gazipur landfill site of EDMC or any other approved site by NDMC and shall be paid to successful Bidder on monthly basis during the concession period.
- (b) The Bidder shall quote tipping fee for first year and also quote the percentage increase in tipping fee annually on the previous year tipping fee for subsequent year during the concession period.
- (c) NDMC shall pay the tipping fee for the Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste on monthly basis for the dumped quantity of C&D Waste at Shastri Park Shahdara, Delhi or any other approved site by NDMC including Gazipur landfill site of EDMC as per the rate agreed under the concession agreement.
- (d) All duties, taxes and other levies etc. (as applicable) shall exclusively be borne by the successful bidder. The Bidders shall include all duties, taxes and other levies etc., in the tipping fee receivable/payable from NDMC. Nothing extra shall be paid to the successful bidder.
- (e) The successful bidder have to submit daily collection, transportation and dumping / depositing details of C&D Waste online (Real time) along with the GPS details for transportation of C&D Waste.
- (f) NDMC will pay directly the processing fees for C&D Waste to EDMC as per the C&D Waste dumped by the successful bidder, against the receipt / gate pass issued of EDMC etc.
- (g) For on demand facility in NDMC area, the C&D waste charge shall be deposited by the large generator of C&D waste to NDMC and C&D waste bins shall be provided by the successful bidder. The tipping fee shall be paid as per the deposit receipt/ gate pass of C&D waste at Shastri Park Shahadra Delhi.

Section 1.5 : Concession Period

The concession period for the Project shall be of Seven (7)years from the signing of the concession agreement. NDMC intends to implement **“Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste from NDMC area on PPP Model” (“the Project”)** through a Public-Private-Partnership, by awarding a 7-year Concession to successful bidder and 3 months implementation time for procurement of **C&D Waste bins, Auto Tippers, Hookloaders, other required machineries for the project collection and transportation of the C&D Waste through C&D waste bins upto the dumping sites at Shastri Park Shahdara, Delhi Shastri Park Shahdara, Delhi or any other approved site by NDMC including Gazipur landfill site of EDMC.**

1.6 Validity of Offer:-

The bidder shall submit the proposal as per the RFP with validity of 120 days from the last date of submission.

2. SCOPE OF WORK

2.1 Project Site

- 2.1.1 New Delhi Municipal Council Area (42.73 sq.km) is a Central Delhi area comprising of Business Hub & Central Govt. offices, Embassies, important heritage monuments

and markets of New Delhi as shown in **Annexure-1**. It is divided in fourteen Zones for micro level management of Civics amenities. Approximately 50-90 Metric Tons of Construction & Demolition waste (“**C&D Waste or Malba**”) are estimated on a daily basis in NDMC area..

- 2.1.2 There are six road maintenance divisions including Connaught Place Division, consisting Sixteen (16 Nos.) Sub- Divisions/Service Centers of Road Maintenance for collection of malba (C&D Waste) by the NDMC staff and transport to Gazipur landfill site. After this RFP, complete C&D Waste are to be collected, transported & dumped at Shastri Park Shahdara, Delhi or any other approved site by NDMC including Gazipur landfill site of EDMC.
- 2.1.3 There are number of civil contractors working in Road Maintenance Division and Building Maintenance Division. C & D waste are generated during execution of work and this C&D Waste are also to be transported and dumped to the dumping site. NDMC contractor will dump / collect the C&D Waste in the bins (C&D Waste Bin) provided near the work sites or at designated points under this RFP.
- 2.1.4 CPWD contractors and residents of NDMC are also generate / dump the C&D Waste in the area. This malba / C&D Waste are also to be removed from the NDMC area. The C & D waste bin on demand facility will be provided to the residents of **NDMC / CPWD. NDMC’s Contractors to avoid dumping of malba unauthorizedly in NDMC area.**
- 2.1.5 On demand facility in NDMC area to residents of NDMC/ CPWD / any other agency in NDMC area, the C&D waste charge shall be as notified by the NDMC time to time and are to deposited by these large generator of C&D waste to NDMC in advance for tentative quantity.
The balance amount as per actual collection of C&D waste by the concessionaire shall be paid by the large generator of C&D waste to NDMC if any.
C&D waste bins shall be provided by the successful bidder which shall be maintained in very good condition. The tipping fee shall be paid to the successful bidder as per the deposit receipt/ gate pass of C&D waste at Shastri Park Shahadra Delhi.

2.2. Collection of waste

- 2.2.1 The Successful Bidder will be required to provide adequate containers/ C&D bins [**Not less than 20 number of 5 m3 and 10 number of 10 m3 capacity**] at all C&D waste generators site, compatible for mechanical lifting and disposal of waste at various source(s) dumping site(s). However the number of containers and the specific location(s) [skip points] shall vary as per the actual requirement during the concession period as approved by NDMC. Skip point shall be serviced by using auto lifters, hook loaders etc. only.
- 2.2.2 Ensuring prompt collection of C&D Waste: To ensure the prompt lifting of C&D waste, Scheduled/On Demand Collection system shall be implemented via a 24 x 7 helpline number. Concessionaire must take responsibility to advertise the toll free helpline number in print (leaflets, newspapers).

- 2.2.3 Quite often small quantities of C&D waste are to be disposed of from narrow lanes, / backlanes / colony street etc. and this cannot be removed by sending out the usual transport vehicles, in such situation the collection & transportation of C&D waste to C&D waste bin shall be carried out through Auto Tipper / small loader / bob cat for removal of such waste.
- 2.2.4 C&D waste are to be collected & transported in NDMC area from road side, narrow lanes, / backlanes / colony street/ public area/ public parks/ markets etc. through Auto Tipper / small loader / bob cat for removal of such waste to C&D waste bins provided at designated points.
- 2.2.5 The concessionaire might be faced with circumstances when he is unable to remove waste from designated collection points due to breakdown of machinery or manpower. In such cases, attempts should be made to depute / deploy reserve C&D bins , Hook loaders, manpower etc.
- 2.2.6 At some collection points / location the proper screen/view cutter are to be provided by the successful bidder so that the waste does not get scattered and does not become an eyesore.

2.3 Transportation of C&D Waste

- 2.3.1 The Successful Bidder shall be responsible for transportation of C&D waste to the processing facility at Shastri Park Shahdara, Delhi or any other approved site by NDMC including Gazipur landfill site of EDMC in accordance with Draft Rules of MoEF 2015 upto date amendments and amended rules time to time during concession period.
- 2.3.2 The Successful Bidder shall be responsible for procuring adequate number of C&D Waste bins, Auto Tipper and Hook Loaders / other mechanized vehicles for transportation of C&D Waste to C&D Processing Facility at Shastri Park Shahdara, Delhi or any other approved site by NDMC including Gazipur landfill site of EDMC.
- 2.3.3 To monitor and ensure the distance and location to be covered, a GPS facility shall be installed in all the vehicles / Hook Loaders. The RFID tag are also be fixed / provided in the C&D Waste Bins.

2.4 Site for repair / workshop / parking

The major works to be carried out by the Successful Bidder under this category includes the following components, but is not limited to:

- 2.4.1 The successful bidder will have to set up a mechanized workshop facility at the nearby NDMC area for parking, repair and the maintenance of C&D waste bins, vehicles and equipments.
- 2.4.2 NDMC will not provide the land / space for setting up the workshop for maintenance or parking the vehicles or C&D Waste Bins under this RFP.

The successful bidder has to be arranged the same at his own cost and arrangement.

2.4.3 Creation of workshop for maintenance & parking of C&D Waste collection bins/ Auto Tipper/ Hookloader /other transporting mechanism & plants.

2.4.4 Providing furniture and fixtures, lighting arrangement and other required T&P for workshop inside the C&D Waste workshops as well as outside, in the premises.

2.4.5 The successful bidder will obtain the required certification for water, electricity, telephone connection, running the workshop etc.

2.5 **Processing of C&D Waste at Shastri Park Shahdara, Delhi or any other approved site by NDMC including Gazipur landfill site of EDMC**

2.5.1 The successful bidder will collect, transport and dump the C&D Waste from NDMC area in order to maximize C&D Waste processing and dumped at Shastri Park Shahdara, Delhi or any other approved site by NDMC including Gazipur landfill site of EDMC. The Successful Bidder will collect and transport the C&D waste in NDMC area through C&D Waste bins / C&D waste deposited / dumped by the contractors of NDMC / CPWD or by the residents against on demand facility. The entire C&D Waste management system should be compliant with MoEF Rules 2015 or the applicable rules of the land and guidelines, with upto date amendments.

2.5.2 The Concessionaire shall use the appropriate technology for collection, transportation and dumping the C&D waste from NDMC area to minimize nuisance due to excessive dust etc.

2.5.3 Dust control Plan: Suitable measures shall be taken by the Concessionaire to control and manage the dust spreading during collection & transporting of C&D Waste and ensure that dust spreading should be minimal even during the dry seasons and this have to be checked time to time.

2.6 **Operation and Maintenance of C&D Waste Bins, Hook-loaders and Infrastructure**

2.6.1 The Successful Bidder shall develop a the web site/help line telephone numbers along with voice recorder facility to receive the complaint from General Public (to take care of noise pollution, or illegal dumping of C&D waste or collection of C&D Waste on demand etc.). The concessionaire shall ensure that the complaint in respect of services shall be attended with in a day. This shall work on all days i.e. 365 or 366 days of the year. If the successful bidder fails to address the complaints with in stipulated time period, he/she shall be liable to pay a penalty of Rs. 2000/- per day for each default. **If the default(s) persist for more than 7 days, the NDMC shall initiate the process of termination of the contract as per the terms and conditions of the concession agreement.**

2.6.2 The Concessionaire shall be responsible for operation and maintenance of C&D Waste Bins, tipper trucks, mechanical lifting arrangement, Hook-loaders etc. to transfer the C&D waste from NDMC area and for parking facilities for C&D waste

bins, hook loaders etc. at workshop.

- 2.6.3 The Successful Bidder shall transfer the C&D bins to NDMC (free of cost) in perfect working condition, at the time of expiry of concession period or termination of contract, whichever is earlier, except the immovable infrastructure, machineries, equipment, Hook-loaders etc.

2.7 Disposal of C&D waste

The Concessionaire shall dispose off all the C&D Waste from NDMC area to C&D waste processing site at Shastri Park Shahdara, Delhi or any other approved site by NDMC including Gazipur landfill site of EDMC.

2.8. Awareness

- 2.8.1 The Successful Bidder shall undertake a mass awareness programme, in NDMC area (so as to ensure that C&D waste being generated in concession area) is not being disposed off at existing C&D waste dump site(s). New builders seeking building permits will be asked to register with the concessionaire, so that the C&D waste being generated in their premises can be collected from source on demand facility in consultation with NDMC only.
- 2.8.2 The Successful Bidder organize and conducting public awareness programs [at least once in every month in NDMC area]. The Successful Bidder shall engage a firm for implementing the awareness program. The NDMC Engineer will supervise this activity during the entire concession period.
- 2.8.3 The concessionaire shall create awareness regarding the significance of handling the C&D waste and its proper disposal and the location of designated collection points. For facilitation a help line number shall be provided so that “on demand” lifting can be arranged. The message shall be conveyed through various platform like resident welfare association (RWA’s), civil society groups etc. The bulk waste generators like builders, Government Departments like CPWD etc shall be directly contacted. The residents shall be encouraged to immediately inform about unauthorized dumping of C&D waste on helpline number.
- 2.8.4 The Concessionaire must allocate a specific budget for creating awareness for the project.
- 2.8.5 *Print media:* The entire concept of proper handling and disposal of C&D waste, including information about the designated C&D waste collection points and the uses of recycled C&D waste materials, toll free helpline number for on-demand lifting of C&D waste should be conveyed through posters, brochures, pamphlets given to each house or commercial establishment and can be displayed in prominent positions as well as local newspapers in consultation with NDMC.

2.9 Labour Laws

The successful bidder shall exclusively be responsible for compliance of all

labour related laws, accidents/accident claim(s) during collection, transportation, and dumping of C&D waste etc. during the concession period.

3 GENERAL CONDITIONS

- 3.1 *As far as possible, the Bidder shall consider information provided in the RFP for preparing the Technical and Financial Bids. However it is strongly recommended to the Bidders to carry out their own due diligence based on their own inputs for submission of Proposals. Bidder shall be wholly responsible for all the details and basis of its Proposal, the physical and site conditions, the execution methodology, etc.*
- 3.2 *Prior to submitting the Proposal, the Bidder is advised to visit and examine the project site (NDMC Area) and its surroundings, obtain and ascertain for themselves all technical data, demand and other information necessary for preparing their Proposal including carrying out necessary technical surveys, field investigations, market & demand assessment, etc. at its own cost and risk. The Bidder shall be deemed to have full knowledge of the site conditions, whether physically inspected or not, if Bidder submits a Proposal for this project.*
- 3.3 *The Proposals would be evaluated based on the details and data furnished in the Proposal. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. The NDMC or any of its consultants and/or advisors reserves the right to verify any or all information submitted by the Bidder. NDMC's decision regarding any Bidder's eligibility or otherwise shall be final and binding and NDMC or any of its consultants and/or advisors would be under no obligation to inform any Bidder of the grounds of such decision.*
- 3.4 *NDMC may request additional information from the Bidder till signing of Concession Agreement. An Bidder may be disqualified if it is determined by NDMC at any stage of the RFP Process that an Bidder will be unable to fulfill the requirements of the Project or fails to continue to satisfy the Eligibility requirement. Supplementary information or documentation regarding qualifications may be sought from the Bidder at any time and must be provided within time frame period stipulated in such requests. If the Bidder is unable to provide the information within the stipulated timeframe then the Bidder may be disqualified.*
- 3.5 *To assist in the examination, evaluation, and comparison of Proposals, the NDMC may, at its discretion, ask any Bidder for clarification. NDMC may utilize the services of any consultant for the examination and evaluation of Bidder, Technical Offer and Financial Offer as per the due diligence process. However, clarifications if any required from Bidder shall be in writing (typed and duly signed by authorized signatory) and shall be communicated by the Bidder to NDMC.*

- 3.6 *Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations for the award of concession shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the "Preferred Bidder" has been announced. Any effort by an Bidder to influence NDMC or any of its consultants and/or advisors processing of Proposals or award decisions may result in the rejection of the Proposal.*
- 3.7 *NDMC or any of its consultants and/or advisors will check Proposals determined to be substantially responsive for any arithmetic errors. Wherever there is discrepancy between the amounts in figures and in words, the amount in words will govern. In case of difference between original and copies, the information/data/Proposal provided in the original would be considered correct and binding. Any such corrections made by NDMC shall be considered as binding upon the Bidder and will be duly notified to the Bidder in writing. If the Bidder does not accept the corrections in Proposal, NDMC may reject the Proposal and forfeit the Bid Security.*
- 3.8 The Bidders would be required to give an undertaking that upon award of work, the bidder shall get itself registered under Labour Commissioner under Section 7 of the Contract Labour (Regulation & Abolition) Act, 1970.

3.9 **Number of Proposals**

Each Bidder shall submit a maximum of one (1) Proposal for the Project, in response to this RFP. Any Bidder who submits more than one Proposal for the Project will be disqualified

- 3.10 *It would be deemed that prior to the submission of the Proposal, the Bidder has:*
1. Made a complete and careful examination of requirements and other information set forth in this RFP document;
 2. Received all such relevant information as it has requested from NDMC; and
 3. Made a complete and careful examination of the various aspects of the Project including but not limited to:
 4. The Project Site (NDMC Area) existing facilities, roads / back lanes / colony streets etc.
 5. The conditions of the access of site and utilities in the vicinity of the Project Site;

6. Conditions affecting transportation, access, disposal, handling and storage of the materials;
 7. Clearances obtained for the Project;
 8. All other matters that might affect the Bidder's performance under the terms of this RFP; and
 9. Acquiring itself with local/central laws and rules & regulations thereto as well as other applicable rules and regulations relevant of the Project.
- 3.11 It is desirable that each Bidder submits its Proposal after visiting the Area of Operations for ascertaining the information, surroundings, or any other matter considered relevant.
- (a) It would be deemed that by submitting the Proposal the Bidder has made:
- (a) made a complete and careful examination of the various aspects of the Project including RFP, but not limited to:
 - a. Area of Operations
 - b. Scope of Services and
 - c. All other matters that might affect the Bidder's performance under the terms of this RFP document
 - (b) NDMC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.
- 3.12 Information relating to the examination, clarification, evaluation, and recommendation of the Proposal shall not be disclosed to any person not officially concerned with the process. NDMC will treat all information submitted as part of the Proposal in confidence and would require all those who have access to such material to treat the same in confidence. NDMC will not divulge any such information unless it is ordered to do so by any authority pursuant to Applicable Law or order of a competent court or tribunal, which requires its disclosure.
- 3.13 To clarify and discuss issues with respect to the Project and the RFP, NDMC will endeavor to hold the Pre-Proposal meeting as per the schedule of bidding process and the same can also be checked at NDMC website by the proposed bidders.
- 3.14 Prior to the Pre-Proposal meeting(s), the Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and/or the draft Concession Agreement. Bidders must formulate their queries and forward the same to NDMC prior to the meeting. NDMC will

forward its responses, at its sole discretion, to all purchasers of the RFP Document and Registered Applicants and would include a description of the enquiry and the response of NDMC without identifying the source of the enquiry. NDMC may, in its sole discretion or based on inputs provided by Bidders, amend the RFP.

- 3.15 Bidders may note that NDMC will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders would have to be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the draft Concession Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 3.16 Attendance of the Bidders at the Pre-Proposal meeting is not mandatory, however any authorize representative may attend the same.
- 3.17 The Bidder shall not be permitted to submit an Application if any near relative is posted as divisional accountant or as an Engineer in any capacity between grades or Director in Chief (NDMC) and Junior Engineer (Both inclusive). Bidder shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to divisional accountant or of an Engineer in any capacity between grades or Director in Chief (NDMC) and Junior Engineer (Both inclusive). Near relative means/wife/husband/parents/grandparents/children/grandchildren/brothers/sister/aunts/cousins etc. and their corresponding in-laws.
- 3.18 Succesfull bidder has to collect the C&D Waste in the NDMC area from lanes / back lanes / main roads / colony streets / public area / parks etc. through Auto Tipper (CNG Fuel) or battery operated to dispose off into the C&D Waste bin at the designated location.
- 3.19 The estimate quantity of C&D waste is taken approximate 50-90 metric tons (Average 70 tons per day) including all the sources in NDMC area and C&D Waste may be mixed waste such as C&D Waste with some quantity of MSW / Filth / Silt etc. No segregation is ensured by the NDMC however the awareness has to be made by the concessionaire to avoid mix C&D Waste.

4. CONTENTS AND SUBMISSION OF PROPOSALS

4.1 *Language*

The Application and all related correspondence and documents in relation to the RFP Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Application may be in any other language provided that they are accompanied by translations of all the

pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

4.2 One Proposal per Bidder

Each Bidder should submit only one proposal. Any entity that submits or participates in more than one Proposal will result in the disqualification of all the Proposals in which the entity has participated.

4.3 Bid Security

4.3.1 The Bidder shall furnish as part of its Proposal, a Bid Security of Rs.3,60,000/- [Rs. Three Lac sixty thousand only] along with his/her proposal.

(a) The Bidder shall furnish Rs.3,60,000/- [Rs. Three Lac sixty thousand only] in favour of Secretary, NDMC and payable at New Delhi, in the form of Demand Draft (DD) / Pay Order / Bank Guarantee (security) from a Nationalized Scheduled bank in the format prescribed in Annexure–2 (the “Bank Guarantee”) and having a validity period of not less than 180 (one hundred eighty) days from the Proposal Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be required by NDMC from time to time. The Bank Guarantee issued by a Nationalised bank in India, confirmation of the same may be obtained by NDMC. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

(b) The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

(c) Any Proposal not accompanied by the Bid Security shall be summarily rejected by NDMC as non-responsive.

(d) The Bidder(s) who has deposited the required Cost of RFP, Bid Security and shown proof and supporting documents illustrating its technical capacity and financial capacities; shall be eligible for consideration of the proposal evaluation process.

(e) The Bid Security of every unsuccessful Bidder will be returned within a period of eight (16) weeks from the date of announcement of the Successful Bidder. The Bid Security submitted by the Successful Bidder will be released upon furnishing of the Performance Security in the form and manner stipulated in this Agreement.

(f) The Bid Security shall be forfeited in the following cases:

(g) If the Bidder modifies/ withdraws its Application without prior approval/intimation to NDMC;

- (h) If the Bidder withdraws its Application during the period between the Application submission date and prior to expiry of Validity Date of offer;
- (i) If the Successful Bidder fails to provide the Performance Security at the time of signing of agreement with NDMC or any extension thereof provided by NDMC; and
- (j) If any information or document(s) furnished by the Bidder turns out to be a misleading or untrue; in any respect.

4.3.2 Format and Signing of Proposal

- a) The Proposal and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Bidder shall provide all the information sought under this RFP. NDMC will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.
- b) The currency for the purpose of the Application shall be the Indian Rupee (INR).

4.4 Submission of Proposals – Instructions

- 4.4.1 The Bidder shall submit the Proposal in accordance with the guidelines prescribed in this RFP and ensure that the Proposal is complete in all aspects. NDMC reserves the right to reject Proposals that do not conform to the guidelines prescribed.
- 4.4.2 The Proposal shall be submitted in three parts, viz., a) Part I – Response to Eligibility requirements b) Part II - Technical Bid and c) Part III – Financial Bid as described below. The Financial Bid should be contained in Part III only. **Inclusion of any Financial Offer in other parts would lead to disqualification of the Proposal.**
- 4.4.3 The Bidder shall submit two copies of the Proposal in separate envelopes marked “Original” and “Copy” respectively. In the event of discrepancy between the original and the copy, the Original shall prevail.
- 4.4.4 The packing, sealing and marking of the Proposal should be done in envelopes as per the table and the instructions given in Table 2.

Table 2

Envelope I – ‘ORIGINAL’	
Envelope 1 for	Part I a) Eligibility Proposal (Response to eligibility requirements); b) Bid Security c) Fees of RFP

Envelope 2 for	Part II – Technical Bid
Envelope 3 for	Part III – Financial Bid
Envelope 2 –‘COPY’	
Envelope 1 for	Part I – Eligibility Proposal (<i>Copy</i>)
Envelope 2 for	Part II – Technical Bid (<i>Copy</i>)
Envelope 3 for	Part III – Financial Bid (<i>Copy</i>)

4.4.5 Each of the three parts of the Proposal (Original) should be hard-bound and enclosed in three separate sealed envelopes with respective marking namely – “Envelope 1 - Part I – Response to Eligibility requirement and Bid Security”, “Envelope 2 - Part II – Technical Bid” and “Envelope 3 - Part III – Financial Bid”.

4.4.6 These three envelopes should be enclosed in another sealed envelope marked „ **Collection, Transportation and Dumping Of Construction & Demolition [C&D] Waste from NDMC Area on PPP Model – Original’.**

4.4.7 Similarly, each of the three parts of the Proposal (Copy) should be hardbound and enclosed in three separate sealed covers. These should be enclosed in another sealed envelope marked „ **Collection, Transportation and Dumping Of Construction & Demolition [C&D] Waste from NDMC Area on PPP Model - Copy”.**

4.4.8 All envelopes, both outer and inner, must be addressed to;

Mr. A K Aggarwal

Executive Engineer (RIP)
2nd Floor Palika Kendra

NDMC, Sansad Marg

New Delhi – 110001

E-MAIL ADDRESS exen.rip@ndmc.gov.in

4.4.8.1 **Pre Bid Meeting shall be held at Chief Engineer (Civil-I) Room No 1501, 15th Floor, Palika Kendra, Sansad Marg, New Delhi 110001 on 15.02.2016 at 02.30 PM.**

4.4.9 All envelopes should be delivered at the address specified in Section 4.5.5 on or before 29.02.2016 upto 3PM. Any proposal received after the closing time shall be returned unopened.

4.4.10 NDMC expects Bidders to adhere to the sealing and marking instructions given above and assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted. If the envelope is not sealed and marked as instructed above, such Proposal, may, at the sole discretion of NDMC, be rejected.

4.4.11 Proposal may also be submitted online.

4.4.12 Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the different annexure is insufficient.

4.5 Submission of Proposals – Contents and Format

“Part I – Response to Eligibility and Pre-Qualification requirements” of the Proposal shall include the following contents in the formats prescribed and enclosed as Annexure and listed in Table 3:

Table 3

Contents of “Part I – Response to Eligibility Requirements”	
Format	Content
	Bid Security (as defined in section 4.3.1 (a)) (Annexure – 2)
	Fees for RFP [as defined in section 4.3.1 (b) & (c)]
Form I	Covering Letter for Proposal Submission (Annexure – 3)
Form II	Details of Bidder (Annexure - 4)
Form III	Power of Attorney of Authorized Signatory of Bidder (Annexure - 5)
Form IV	Format of Board Resolution of Bidder (Annexure – 6)
Form V	Format for Anti Collusion certificate (Annexure – 7)
Form VI	Details and Proof of Technical Capacity (Annexure –8)
Form VII	Details and Proof of Financial Capacity (Annexure – 9)
Form VIII	Certificate from Statutory Auditor regarding Financial Capacity (Annexure -10)

4.6 The fees for the RFP documents (if downloaded from the website) and Bid Security should be submitted along with Part I in accordance with section 4.3.1 (a), (b) (c) & (d).

4.7 Part II – Technical Bid : “Part II – Technical Bid” should include the following contents in the formats prescribed and enclosed as Annexure and listed in Table 4:

Table 4

Format	Content
Form IX	Formats for Technical Bid (Annexure – 11)
Form X –A & Form X – B	Technical Plan for the Project Work Plan & C&D Waste Collection and Transportation (Annexure – 12)
Form XI	Details of Expert Team with curriculum vitae attached and manpower deployment plan for this project (Annexure -13)
Form XII	Details of C&D Waste Bins with capacity to be deployed and the details of Hook Loaders including other necessary machinery for the Project under this RFP (Annexure – 14)

4.8 Part III – Financial Bid: “Part III – Financial Bid” shall include the contents in the formats prescribed and enclosed as Annexure 15:

4.8.1 Part III – Financial Bid shall also be marked with a red pen and with a warning “**DO NOT OPEN WITH PART I AND PART II SUBMISSIONS**”.

4.9 Application Due Date

4.9.1 Applications should be submitted before 29.02.2016 upto 3PM IST on the Application Due Date, at the address provided in Section 4.4.8 in the manner and form as detailed in this RFP and also submitted online on the website www.ndmc.gov.in

4.9.2 NDMC may, in its sole discretion, extend the Application Due Date by issuing an Addendum to this RFP to all Bidders if required.

4.9.3 Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date. NDMC reserves the right to reject any Proposal, which does not meet the requirement.

4.10 Late submission of Proposal

Proposals received by NDMC after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

4.11 Modifications/substitution/withdrawing of Proposal

4.11.1 The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the NDMC by the Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Bidder after the Proposal Due Date.

4.11.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

4.11.3 Any alteration/ modification in the Proposal or additional information submitted subsequent to Proposal Due Date, unless the same has been expressly sought for by the NDMC, shall be disregarded.

5 ELIGIBILITY OF BIDDERS

- 5.1 The Bidder shall be the private limited or limited company who is a company incorporated under the Companies Act, 1956 / 2013 (the "Concessionaire"), and shall be responsible for submitting the proposal in accordance with the terms and conditions mentioned in this RFP. The details of the bidder shall be submitted as per the **Annexure – 4**.
- 5.2 The selected bidder shall be responsible for providing, finance, procure, operate and maintain the Project in accordance with the provisions of the concession agreement (the "Concession Agreement") to be entered between the Selected Bidder and the NDMC in the form provided by the NDMC as part of the RFP documents pursuant hereto.
- 5.3 *No Bidder shall apply / submit their proposal individually or can be member of another Bidder company.*
- 5.4 *The Bidder should submit a Power of Attorney as per the format enclosed in this RFP, authorizing the signatory of the Application to commit the Bidder. (Annexure – 5).along with the Board Resolutions of the company or the bidder as per (Annexure – 6).*
- 5.5 *Any Bidder who has been barred by the NDMC or Central/State Government or PSU under GOI, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit the proposal under this RFP.*
- 5.6 *A Bidder that is under a declaration of ineligibility by NDMC or any other Government/State-Government in India at the date of submission of the Proposal or thereafter shall not be eligible to submit the proposal.*
- 5.7 *The entities having any outstanding dues against NDMC are not eligible to submit an Application.*
- 5.8 **ELIGIBILITY CRITERIA:**

In order to consider the opening of Technical Bid for Evaluation as per the RFP documents, **the Bidder must meet the following technical capacity and financial capacity requirements alongwith the other stated criteria's** as below:

- (a) A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way, the scope, quality, or performance of the Project, or which limits in any substantial way, inconsistent with the RFP, rights or the Bidder's obligations under the draft Concession Agreement, or Which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

(b) In case the Proposal is found to be responsive, Part-I - Response to Eligibility Requirement Submission would be evaluated in accordance with the criteria for qualification of Bidders as given below:-

5.8.1 Experience of Bidders :

The Bidder's competence and capability is proposed to be established by the following parameters:

- (a) Experience of similar work
- (b) Financial capability in terms of;
 - i. Average Annual Turnover in last five financial years
 - ii. Average Net worth in last five financial years

For each of the above eligibility requirements, the Bidder would be required to meet the criteria as detailed in this Section.

5.8.2. Experience of Similar Work:-

- i. The bidder should have the experience of 'Similar work' as "Collection, and transportation of C&D Waste/Municipal Solid Waste/Landscape Waste / Hazardous Waste" of minimum **25500 (Twenty five Thousand five hundred) metric tons** per annum at least for three years during last seven years ending the previous day of the last date of the submission of bid.
- ii. Bidder should have completed one 'similar work' costing not less than Rs. 2.88 crores (Rupees two Crores eighty eight lacs only) or two 'similar work' costing not less than Rs. 2.16 crores (Rupees two Crores sixteen lacs only) or three 'similar work' costing not less than Rs. 1.44 crores (Rupees one Crores forty four lacs only) in last seven years. 'Similar work' mean "Collection and transportation of C&D Waste / Municipal Solid Waste / Landscape Waste/ Hazardous Waste" for any government / State Government / PSU of GOI in India. It is clarified that on-going works would also be considered in which the tenure of the project (being claimed for experience) is more than 5 years and the work has successfully executed at least of two years. The cost of work 'completed work' shall be the cost of the work done / executed.

5.8.3 Financial Capacity

Financial capability of the Bidders would be evaluated on the basis of the following:

- i. Minimum Average Annual Turnover of Rs. 7 Crores (Rupees Seven Crores only) in last three consecutive financial years.
- ii. Minimum Average Net worth of Rs. 3.5 crores (Rupees Three crores fifty lakh only) in last three consecutive financial years.
- iii. Annual financial turnover ending 31st March should be duly audited by Chartered Accountant. Year in which no turnover is shown shall also be considered for working out the average turnover.
- iv. The Bidder must have Net Worth not less than 3.5 Crores for the last three consecutive financial years. For the purpose of this section, 'Net Worth' = (Equity Capital + Reserves and Surplus – Revaluation Reserve) – (Accumulated Losses).
- v. The Bidder must furnish certificate(s) from its statutory auditors specifying the net worth of the Bidder and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this document.
- vi. The Bidder is required to provide statement duly certified by the Chartered Accountant of not having incurred any financial loss in more than two years during the immediate last five consecutive financial years.

5.8.4 Technical Capacity

- a. Experience in handling of fleet for mechanized transportation vehicles / Hook Loader etc. for C&D Waste/Municipal Solid Waste/Landscape Waste of minimum 5 (Five) Vehicles of minimum 5 cubic meter capacity at least for three years in last seven years.
- b. The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity as per format at **Annexure 8**.

6.0 EVALUATION OF BIDS

6.1 Confidentiality

6.1.1 NDMC shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. NDMC shall not provide to any Bidder information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition.

6.1.2 Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising NDMC in relation to or matters

arising out of, or concerning the RFP Process. NDMC will treat all information, submitted as part of Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. NDMC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or NDMC.

6.2 Clarifications

- 6.2.1 To facilitate evaluation of Proposals NDMC may, at its sole discretion, seek clarifications from any Bidder during the evaluation period. Such clarification(s) shall be provided within the time specified by NDMC for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing. If a Bidder does not provide clarifications sought within the prescribed time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, NDMC may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of NDMC.
- 6.2.2 Bidders are advised that the evaluation of Proposals will be entirely at the discretion of NDMC. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the selection process will be given.
- 6.2.3 Any information contained in the Proposal shall not in any way be construed as binding on NDMC, its agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it on the basis of such information.

6.3 Evaluation – Part I – Response to Eligibility requirements

The Technical Bid of the Bidders shall be opened only after the Eligibility Proposal is found to satisfy the eligibility requirements.

6.3.1 Part-1 of the Proposal i.e., Response to Eligibility requirements shall be opened in the presence of Bidders' representatives, who choose to attend, on the Proposal Due Date itself at [29.02.2016 upto 3.0 PM]. The following information will be announced and recorded.

- 6.3.2 Number of Proposals received
- 6.3.3 Name of Bidders
- 6.3.4 Particulars of Bid Security in the form of Demand Draft / Pay Order / Bank Guarantee of the bank and amount.
- 6.3.5 Proposals for which a notice of withdrawal has been submitted in accordance with provisions of this RFP shall not be opened. NDMC will subsequently examine and evaluate Proposals in accordance with the provisions set out below.

6.3.6 Test of responsiveness

- 6.3.6.1 Prior to evaluation of Part-I, NDMC shall determine whether it is responsive to

the requirements of the RFP. Part I of Proposals received shall be considered responsive only if:

6.3.6.2 It is received as per marking and sealing instructions specified.

6.3.6.3 It is received by the Proposal Due Date including any extension thereof pursuant to relevant section of this RFP.

6.3.6.4 It is signed, sealed, hard bound and marked as stipulated in the RFP.

6.3.6.5 It is accompanied by the Power(s) of Attorney as specified in the RFP.

6.3.6.6 It contains all the information (complete in all respects) as requested in this RFP.

6.3.6.7 It contains information in formats same as those specified in this RFP.

6.3.6.8 It is accompanied by the Memorandum of Agreement (MoA) (for Consortium), specific to the Project[s], as stipulated in the RFP.

6.3.6.9 It does not contain any condition or qualification; and

6.3.6.10 It is not non-responsive in terms hereof.

6.3.7 Evaluation of Proof of Technical Capacity submitted by Bidder as per Section 5.8.4.

6.3.8 Definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed the work shall have to be produced. It is clarified that in case of companies, an Bidder will be allowed to rely upon the experience of its parent company.

6.3.9 Evaluation of Proof of Financial Capacity submitted by Bidder as per Section 5.8.3.

6.3.10 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 2 (two) years preceding the year for which the Audited Annual Report is not being provided.

6.3.11 NDMC reserves the right to reject any Proposal which has a non-responsive Part-I and no request for alteration, modification, substitution or withdrawing shall be entertained by the NDMC in respect of such Proposal.

6.3.12 Bidders not meeting the threshold criteria would be disqualified and the Part II – Technical Bid and Part III – Financial Bids would be returned to them unopened.

6.3.13 After the evaluation of Part I of the Proposal, NDMC would announce the list of shortlisted Bidders who would qualify to move to the next stage of the Evaluation process.

6.3.14 While NDMC would notify also the other Bidders who have not been short-listed, it will not entertain any query or clarification from Bidders who fail to qualify for the second stage of evaluation, namely opening and evaluation of Technical Bid.

6.4 Evaluation – Part II – Technical Bid

6.4.1 Once the Bidders are found to satisfy the eligibility requirements as above, Part II – Technical Bids of the short listed Bidders would be opened.

6.4.2 The Bidder shall submit Technical Bid as per the format prescribed in **Annexure - 11** and all the requisite documents as per section 4.7 of the RFP as below:-

- a) Formats for Technical Bid (**Annexure – 11**)
- b) Technical Plan for the Project Work Plan & C&D Waste Collection and Transportation (**Annexure – 12**).
- c) Details of Expert Team with curriculum vitae attached and manpower deployment plan for this project (**Annexure -13**).
- d) Details of C&D Waste Bins with capacity to be deploy and the details of Hook Loaders including other necessary machinery for the Project under this RFP (**Annexure – 14**)

6.4.3 The Technical Proposal of such Bidders shall be evaluated for the collection, transportation and disposal of C&D Waste and their strategy as per the required documents under section 4.7.

For this purpose, the Technical Proposal would be scored on the basis of rating of various parameters such as the following

S.No.	Evaluation Criteria	Score	
1	Completeness of the Technical Proposal in terms of level of detailed planning of:		Max. 50
	a) Technical Plan for the Project as Work Plan & C&D Waste Collection, Transportation and dumping (Annexure – 12).	15	
	b) Details of Expert Team with curriculum vitae attached and manpower deployment plan for this project (Annexure -13)	15	

	d) Details of C&D Waste Bins with capacity to be deployed and the details of Auto Tippers, Hook Loaders including other necessary machinery for the Project. (Annexure – 14)	20	
2	<p>Experience & Financial Capacity</p> <p>(a) Experience of one similar work each \geq Rs.2.88 cr. or two similar work each \geq Rs.2.16 cr. or three similar work each \geq Rs.1.44 cr. (6 marks) \geq Rs. 5.7 cr. (10 marks)</p> <p>(b) Experience of Collection and transportation per annum of C&D Waste/Municipal Solid Waste/Landscape Waste / hazardous waste etc. at least of three years in last seven years. \geq 25500 Metric Tons (6 marks) \geq 51000 Metric Tons (10 marks)</p> <p>(c) Financial capability</p> <p>i. Average Annual Turnover in last three consecutive financial years \geq Rs.7 cr. (3 marks) \geq Rs. 14 cr. (5 marks)</p> <p>ii. Average Net worth in last three consecutive financial years \geq Rs. 3.5 cr. (3 marks) \geq Rs. 7 cr. (5 marks)</p>		30
3	<p>Technical Capacity</p> <p>Experience in handling of fleet for mechanized transportation vehicles / Hook Loader etc. for C&D Waste/Municipal Solid Waste/Landscape Waste / hazardous waste at least for three years in last seven years. \geq 5 vehicles of capacity min. 5 cu.mt (6 marks) \geq 10 vehicles of capacity min.5 cu.mt (10 marks)</p>		10
4	<p>Adequacy of the Proposal for capacity building and awareness</p>		10
	a) Capacity Adequacy	3	
	b) Consistency in provision of infrastructure	3	
	c) Health and Safety consideration for workers and Others	4	
	Total:		100

6.4.4 If required, the Bidders may be asked to make a presentation to the evaluation committee for clarifying their Proposals. No marks are assigned to the presentation. NDMC reserves the right to call for presentations from any / some / all of the Bidders.

6.4.5 The marks so assigned by NDMC or its Consultant(s) or Advisor(s) would be final and binding on the Bidder.

6.4.6 The technical score as per technical evaluation under section 4.3 shall be minimum 70 marks for qualifying to the second stage evaluation of Part III – Financial Bid.

6.5 **Proposal Evaluation : Part III - Financial Bid**

6.5.1 As Part III – Financial Bid, the Bidders would be required to submit the proposed Tipping Fee as the Financial Proposal. Tipping Fee shall be the fee quoted per metric ton of C&D Waste as measured at the weighbridge during the dumping at Shastri Park Shahdara, Delhi or any other approved site by NDMC including Gazipur landfill site of EDMC and the deposit receipts / Gate Pass alongwith other requisite documents under this RFP.

6.5.2 Financial Bid of the Bidders whose Technical score meet the Benchmark Score of 70 marks as set out in Section 6.4.6 and other terms of the RFP shall be opened in the presence of the Bidders' representatives who choose to attend. The time and date of opening of Financial Proposal shall be informed to the technically qualified Bidders in advance. The Bidders' representatives who are present shall be required to sign and record their attendance. The format for quoting the Financial Proposal is set out in **Appendix 15**. The Bidders would be required to submit the proposed Tipping Fee as the Financial Proposal.

6.6 **Selection Methodology**

- 6.6.1 The Bidder making the lowest Financial Proposal shall be declared as the Successful Bidder. NDMC may choose to accept the Proposal of the successful Bidder.
- 6.6.2 In case there are two or more Bidders quoting the same best Financial Proposal, NDMC may in such case call all such Bidders for submission revised sealed financial offer and may select the successful Bidder on the outcome of the revised financial offer. The selection of successful bidder shall be at the sole discretion of NDMC.
- 6.6.3 NDMC reserves the right to reject any Proposal, if:
- a. at any time, a material misrepresentation is made or discovered; or
 - b. the Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

Rejection of a Proposal by NDMC as aforesaid would lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the Preferred Bidder gets disqualified / rejected, then NDMC reserves the right to take any such measure/s as may be deemed fit in the sole discretion of NDMC, including annulment of the bidding process.

6.6.4 FRAUD AND CORRUPT PRACTICES

(a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the RFP process. Notwithstanding anything to the contrary contained herein, the NDMC shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the RFP process.

(b) Without prejudice to the rights of NDMC, if an Bidder is found by the NDMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the RFP process, such Bidder shall not be eligible to participate in any

tender or EOI/RFP issued by NDMC during a period of 2 (two) years from the date such Bidder is found by NDMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

(c) *For the purposes of this , the following terms shall have the meaning hereinafter respectively assigned to them:*

- (i) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the RFP process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NDMC who is or has been associated in any manner, directly or indirectly with the RFP process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NDMC, shall be deemed to constitute influencing the actions of a person connected with the RFP process); or (ii) engaging in any manner whatsoever, whether during the RFP process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the NDMC in relation to any matter concerning the Project;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the RFP process;
- (iii) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the RFP process;
- (iv) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the NDMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the RFP process; or (ii) having a Conflict of Interest; and
- (v) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair

competition in the RFP process.

6.6.5 (a) In the event of acceptance of the Preferred Bidder with or without negotiations, NDMC shall declare the Preferred Bidder as the Successful Bidder. The Preferred/Selected Bidder shall be notified in writing by NDMC as evidenced by issue of Letter of Intent (LOI) to the Preferred Bidder that its Proposal has been accepted.

(b) The successful Bidder shall confirm his acceptance of the LOI issued by NDMC within 7 (seven) days as evidenced by signing and sending a copy of the LOI issued. In the event the duplicate copy of the LOI duly signed by the Selected Bidder is not received by the stipulated date, NDMC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder on account of failure of the Selected Bidder to acknowledge the LOI.

(c) Conditions Precedent for issue of Letter of Award

The Preferred Bidder shall comply with the conditions precedent for issue of Letter of Award (LOA) within [30] days of issue of LOI

6.6.6 **PERFORMANCE SECURITY**

(a) **PERFORMANCE SECURITY** : The successful bidder would have to furnish performance security before signing the concession agreement. The bid security submitted by the successful bidder shall be released upon furnishing the performance security.

(b) The Successful Bidder shall submit the performance security of Rs. 18,00,000/- (Rupees Eighteen lacs only) as per the Format in the RFP and execute the Concession Agreement with NDMC within four (4) weeks of the issue of LoA or within such further time as NDMC may agree to in its sole discretion.

(c) The **successful bidder** shall for due and punctual performance of obligations under **the concession agreement** in relation to "COLLECTION, TRANSPORTATION AND DUMPING OF CONSTRUCTION & DEMOLITION (C&D) WASTE FROM NDMC AREA ON PPP MODEL" deliver to NDMC, simultaneously with the execution of this Agreement, a bank guarantee from a Indian Scheduled Bank in favour of Secretary NDMC for a sum of Rs 50 Lacs (Rupees Fifty Lacs only). This bank guarantee shall be

returned upon successful completion of the Project on expiry of the concession period within 30 days of expiry of the concession period after adjustment of any dues if any.

- (d) **FRESH PERFORMANCE SECURITY:** In the event of the encashment of the Performance Security by NDMC pursuant to Encashment Notice issued in accordance with the provisions of the concession Agreement the Concessionaire shall within 30 (thirty) days of the Encashment Notice furnish to NDMC fresh Performance Security failing which NDMC shall be entitled to terminate the Agreement in accordance with the provisions of the Agreement.

6.6.7 Failure of the Successful Bidder to comply with the requirements of the RFP shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, NDMC reserves the right to

or

take any such measures as may be deemed fit in the sole discretion of NDMC, including annulment of the bidding process.

6.6.8 Payment to the concessionaire shall be made after deducting the applicable taxes as per rules and the penalty under this RFP if any.

6.6.9 Notwithstanding anything contained in this RFP, NDMC reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

6.6.10 Payment of tipping fee to the concessionaire shall be made only after the bill presented for payment alongwith all required documents such as deposit receipt / Gate pass, GPS records, payment made by concessionaire towards the labour, EPF, ESIC, Insurance, Octroi fee etc and certified by the person/agency authorized by the competent authority.

6.7. **Payment Terms & Tipping Fee**

The tipping fee payable to the concessionaire by NDMC shall be inclusive of all duties, taxes and other levies etc applicable as on bidding date excluding service tax/VAT(if applicable) However, the bidder shall specifically mention the taxes(if any) included in the quoted price which shall be charged on monthly bill. No additional payment shall be furnished on account of duties, taxes and other levies etc. **If any new tax(State/Central) applicable on monthly billing is imposed during contract period, same shall be applicable and reimbursed by the NDMC to concessionaire after submission of evidence.**

EXECUTIVE ENGINEER (RIP)

New Delhi Municipal Council

Palika Kendra, Parliament Street

New Delhi – 110001

“Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste from NDMC area on PPP Model”

The Project Site



Format of Bank Guarantee for „Bid Security“**(To be executed on Requisite Non-Judicial Stamp Paper of Rs.100)**

WHEREAS, (Name of the Bidder) wishes to submit his Bid for the selection of Concessionaire for „**Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste from NDMC area on PPP Model** “ hereinafter called “Bids”.

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 New Delhi Municipal Council or its successor, (hereinafter referred to as “ NDMC” in the sum of Rs. _____(in Words)_____ which payment can truly be made to NDMC. The Bank binds themselves, their successors and assigns by these presents.

Sealed with the Common Seal of the Bank this _____ day of, 2016 THE CONDITIONS of this obligation are:

- (a) If the Bidder withdraws his Bids at any time during the stipulated period of Bid Validity specified in the RFP document and; or
- (b) If the Bidder, for the period of the Bid Validity as per RFP in NDMC’s opinion, commits a material breach of any of the terms and/or conditions contained in the RFP Documents and/or subsequent communication from NDMC in this regard; or
- (c) If the Bidders refuses to accept the minutes of pre bid meetings; or
- (d) If the Bidder, having been notified of the acceptance of its Bid by the NDMC fails or refuses to comply with the following requirements:
 - To submit the performance security as specified in the RFP document to New Delhi Municipal Council (NDMC)
 - Sign the Concession agreement as provided in the RFP Document.

We agree and undertake, absolutely, irrevocably and unconditionally to pay to the NDMC, as the case may be, the above amount without protest, delay or demur upon receipt of NDMC’s first written demand, without the NDMC having to substantiate its demand, provided that in its demand the NDMC 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 in the RFP.

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 NDMC 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 Intent, the Bid Security shall remain in force until the date of signing of agreement by such Bidder

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 60 days after the expiration of the bid validity period or signing of the agreement, which is later.

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 Delhi and the Indian law shall be applicable.

SIGNATURE OF AUTHORIZED
REPRESENTATIVE OF THE BANK _____
NAME AND DESIGNATION _____
SEAL OF THE BANK _____
NAME OF THE WITNESS _____
ADDRESS OF THE WITNESS _____

FORM – I

COVERING LETTER FOR PROPOSAL SUBMISSION

[On Letter Head of the Bidder]

[The

*****]

Dear Sir,

Sub: RFP Reference No. _____ dated _____ Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste from NDMC area on PPP Model.

with reference to your RFP Document dated, I / We, have examined the RFP documents and understood their contents, hereby submit my / our proposal for the aforesaid Project.

1. The Proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as an Bidder for the development, construction, operation and maintenance of the aforesaid Project as explained in this RFP document.
4. I/We shall make available to NDMC any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I / We acknowledge the right of NDMC to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

7. I/We declare that:

- (i) I/ We have examined and have no reservations to the RFP Documents, including any Addendum issued by NDMC.
- (ii) I/ We do not have any conflict of interest in accordance with provisions of the RFP document.
- (iii) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with NDMC or any other public sector enterprise or any government, Centre or State; and
- (iv) I/ We here by certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (v) I/ We understand that you may cancel the RFP Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to Bidders, in accordance with provisions of the RFP document.
- (vi) I/ We believe that satisfy the Net Worth criteria and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
- (vii) I / We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- (viii) I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- (ix) I/ We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/ Managers/ employees.
- (x) I/ We undertake that in case due to any change in facts or circumstances during the RFP Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate NDMC of the same immediately.

- (xi) I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NDMC in connection with the selection of the Bidder, or in connection with the RFP Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- (xii) In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- (xiii) I/We have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the NDMC or in respect of any matter arising out of or concerning or relating to the RFP Process including the award of Concession.
- (xiv) The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP documents, our own estimates of costs and C&D generation and its characteristics and after a careful assessment of the site and all the conditions that may affect the Bid.
- (xv) I/We offer a Bid Security of Rs..... (Rupees _____ only) to the NDMC in accordance with the provisions of the RFP document.
- (xvi) The Bid Security in the form of a Demand Draft (D.D. number; Date: Bank Name:) /or Bank Guarantee (strike out whichever is not applicable) is attached.
- (xvii) I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened.
- (xviii) I/We agree to keep this offer valid for 120 (One Hundred and Twenty) days from the Bid Due Date specified in the RFP.
- (xix) I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.
- (xx) Provision for [I/we have received all the clarifications issued by NDMC].
- (xxi) I/we will abide by the terms and condition set forth in the draft Concession agreement and a copy of the same bearing initial of the undersign on every page is attached herewith.

Notwithstanding any qualification or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.

Yours faithfully,

(signature of the authorized signatory)

Date:

Place: **(Name and designation of the Authorized Signatory)**

FORM II

FORMAT FOR DETAILS OF BIDDER

1. (a) Name:
 - (b)Country of Incorporation
 - (i)Address of the corporate headquarters and its branch office (s), if any, in India:
 - (d)Date of incorporation and / or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project[s]:
3. Details of individual(s) who will serve as the point of contact/ communication:

(1) Name:

(2)Designation:

(3)Company:

(4)Address:

(5) PAN Card:

(6) Registration Number:

(7)Telephone Number:

(8)E-Mail Address:

(9)Fax Number:

Particulars of the Authorized Signatory of the Bidder:

FORM III**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

On Non- Judicial Stamp Paper of Rs. 100/-)

POWER OF ATTORNEY

Know all men by these presents, We, _____(name of the firm and address of the registered office) do hereby irrevocable constitute, nominate,, appoint and authoarize Mr. / Ms. (Name), son / daughter/ wife/ of _____ and presently residing at _____, who is (presently employed with us holding the position of _____), as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission or our bid for the **Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste from NDMC area on PPP Model** here in referred to as NDMC Project proposed by the New Delhi Municipal Council (herein referred to as NDMC) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in applicants, and other conferences and providing information / responses to NDMC representing us in all matters before the NDMC signing and execution of all contracts including the concession agreement and undertakings consequent to acceptance of our bid, and generally dealing with NDMC in all matters in connection with relating to or arising out of our bid for the said project and or upon award thereof to us and / or till the entering into of the concession agreement with NDMC .

and we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2016

(Signature)

(Name, Title and Address of the Attorney)

Date :

Witness:-

1.

3.

Accepted (Notarised)

Signature

FORM IV

FORMAT FOR BOARD RESOLUTION OF COMPANIES

RESOLVED THAT approval of the board be and is hereby granted to

_____ (name and address of the
Director) for the submission of Proposal to undertake

_____ **Collection, Transportation, and Dumping of Construction and Demolition (C&D)
Waste from NDMC area on PPP Model.**

RESOLVED FURTHER THAT Mr. _____ (Name) (Designation) be
and is hereby authorized on behalf of the company to sign the bidding documents for
submission of the bidding documents and execute a Power of Attorney in favour of
_____ to act as the authorized signatory / authorized person of the company
Registered with Registrar of Company under the Company Act 2013.

**FAVOUR OF ----- TO ACT AS THE
Authorized Signatory / Authorized Person of the Company”**

FORM V

FORMAT FOR ANTI-COLLUSION CERTIFICATE

Anti- Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Proposal for the Project _____ **Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste from NDMC area on PPP Model**, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated thisDay of, 2016

.....

(Name of the Bidder¹)

.....

(Signature of the Authorised Person)

.....

(Name of the Authorised Person)

Note:

(1) On the Letterhead of the Bidder

FORM VI

DETAILS AND PROOF OF TECHNICAL CAPACITY

- (1) EXPERIENCE IN Collection, Storage and transportation of C&D Waste/Municipal Solid Waste/Landscape Waste / Hazardous Waste” of minimum **25500 (Twenty five Thousand five hundred) metric tons** per annum at least for three years during last seven years ending the previous day of the last date of the submission of bid:

Year	Name of Project	Annual Quantity Collected and Transported
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(*attach documents in support)

- (2) EXPERIENCE IN completed two ‘similar work’ mean “Collection, Storage and transportation of C&D Waste / Municipal Solid Waste / Landscape Waste/ Hazardous Waste” for any government / State Government / PSU of GOI in India costing not less than Rs. 2.86 crores (Rupees two Crores eighty six lacs only) in last seven years.

Year	Name of Work	Deptt./ Organization	Amount of Work completed
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(It is clarified that on-going works would also be considered in which the tenure of the project (being claimed for experience) is more than 5 years and the work has successfully executed at least of two years. The cost of work ‘completed work’ shall be the cost of the work done / executed).

- (3) Experience in handling of fleet for mechanized transportation vehicles / Hook Loader etc. for C&D Waste/Municipal Solid Waste/Landscape Waste / Hazardous Waste of minimum 5 (Five) Vehicles of minimum 5 cubic meter capacity at least for three years in last seven years.

Year	Name of Work	Deptt./ Organization	Vehicle Deployed	Capacity
------	--------------	----------------------	------------------	----------

- (*) Attach relevant certificates obtained from the authorities/statutory auditors as proof of work/operations.

FORM VII

DETAILS AND PROOF OF FINANCIAL CAPACITY

Year ending 31 st March	Turnover	Net Worth
	Average Turnover =	Average Net Worth =

Note:-

1. Annual financial turnover ending 31st March should be duly audited by Chartered Accountant. Year in which no turnover is shown shall also be considered for working out the average turnover.
2. The Bidder must have Net Worth not less than 3.5 Crores for the last three consecutive financial years. For the purpose of this section, 'Net Worth' = (Equity Capital + Reserves and Surplus – Revaluation Reserve) – (Accumulated Losses).

(**Attach copies of audited copies of Turn Over, P&L account and Balance sheets and calculation of net worth for last three years)

FORM VII - B**FORMAT FOR CERTIFICATION BY STATUTORY AUDITOR**

This is to certify that M/s _____ (Name of the Bidder) has Net Worth (calculated in accordance with the Bid Document) as set out in the following tables

Net Worth (Rs. Million)		
Year 1	Year 2	Year 3

Signature and Membership No. of Statutory Auditor

Note:

- 1. To be provided by Single Entity Bidder and by each member of Consortium.*

FORM - IX

GUIDELINES AND FORMAT FOR TECHNICAL BID

The Bidder shall submit a Technical Bid setting out the approach to the Project. The Technical Bid shall comply with the Procurement and Deployment of C&D Waste Bins Requirements and O&M Requirements. The design and approach for implementing the Project shall also be in compliance with the Applicable Law, including the Draft Rules 2015 to MOEF.

The Technical Bid shall set out the following components:

- 1. Methodology Statement**
- 2. Process Flow Chart**
- 3. Resource Utilization Statement**
- 4. Operations & Maintenance Scheme**
- 5. Project Schedule**

1. Methodology Statement

The Bidder shall provide a methodology statement, which broadly sets out the approach to the Project. The methodology statement shall include the Bidder's appreciation of the Project, the sequencing of activities to be performed and the C&D waste, Auto tipper & Hook loaders to be provided. The methodology statement should address aspects relating to all the activities of collection, transportation and dumping activities including deposit receipt, weighment of C&D Waste and the details of RFID Tags and GPS.

The details of RFID Tag on each C&D Waste Bin, RFID Tag Reader and GPS System on Auto Tipper & Hook Loader are to be prepared so that the real time information / monitoring be available to NDMC through Mobile App and Net.

The information shall be provided for operations, maintenance, parking area, and office buildings for workshop.

Reserve Stock required to be earmarked for the Project. Bidder will also indicate the

timeframe in which the C&D waste, Auto tipper & Hook loaders should be provided to the NDMC for the Project.

Detailed plan for technical specifications of RFID Tag and GPS System mechanism for technical surveillance and for record keeping be given so that this will facilitate accurate account of C&D Waste (real time monitoring) deposited at the Shastri Park Shahadra, Delhi or any other designated site by the NDMC including Gaziipur Landfill site.

The methodology statement should clearly demonstrate the compliance of the approach to be adopted by the Bidder for the implementation of the Project to the minimum specifications set out in the Draft Concession Agreement.

2. Process Flow Chart and Procurement of the Machinery:-

The Bidder shall provide a process flow chart for procurement and deployment of C&D waste Bins, Auto tipper & Hook loaders, including procurement statement setting out the activities and the outputs. The required machinery includes for collection, transportation and dumping of C&D Waste.

For each process module provide process description & process flow chart. The purpose of seeking this information is to assess the technical adequacy, management of process outputs and rejects and evaluate the robustness of the process outputs.

3. Resource Utilization Statement

A statement with proper undertakings indicating the procurement, deployment and utilization of the resources shall be provided. The statement shall include proposed organizational structure, employee deployment, equipment procurement and utilization, contracting activities, utilization of office and other facilities.

4. Operations and Maintenance Scheme

The Bidder shall separately set out the operations and maintenance scheme for C&D waste, Auto tipper & Hook loaders of C&DW indicating the operational practices during the concession period. The maintenance (regular and emergency) schedules and mechanism should also be indicated over the Concession Period.

FORM X

**TECHNICAL PLAN FOR COLLECTION & TRANSPORTATION
OF C&D WASTE**

The Bidder shall provide the information in the form of design, layout plans, cross sections, PERT charts etc. as may best represent the Bidder's Technical Plan.

The design and approach for implementing the Project shall be in compliance with the applicable law, including the MoEF Draft Rules 2015 for C&D Waste. The technical plan for collection and transportation of C&D Waste shall set out the following conditions:

1. Approach & Methodology
2. Work Plan
3. Operations & Maintenance Scheme
4. Environment, Health & Safety policy and practice

Approach & Methodology:

The Bidder shall provide an Approach and Methodology statement, which broadly sets out the approach to the project. The methodology statement shall include the Bidder's appreciation of the project, the activities to be performed, the facilities to be provided, basis for formulating the route plans, frequencies etc. The methodology statement should also address aspects relating to all the activities of collection and transportation and dumping of C&D from the NDMC area and 100% disposal of the C&D Waste to the designated sites.

Work Plan:

The Bidder needs to specify the number of C&D Waste Bins, its capacity, Auto Tippers, Hook Loaders, vehicles, and other infrastructure to deploy towards the project. He needs to specify the minimum manpower that he plans to employ for the implementation of the project.

The Bidders shall submit an estimate of the project cost and the break-up of the same. The components of the project cost must be in consonance with the Approach & Methodology and Work Plan. The components of the project cost shall include, but not restricted to the following:

- a. Cost of vehicles to be employed**
- b. Costs involved in mobilization of manpower in line with the Minimum Wage Policy of Government of [Delhi]**
- c. Costs involved in setting up the necessary infrastructure**

The Bidder shall submit the proposal plan for mobilizing resources for the project indicating details of:

- d. Sources of funds including debt/equity mix**
- e. Terms and conditions for components of the funds**
- f. Finances of arrangements made for mobilizing funds – letters indicating commitment to provide funds for operations from NBFCs, financial institutions and banks.**

The Bidder shall submit a timetable for start-up which shall clearly specify how he plans to mobilize the requisite funds, equipment and manpower required to operationalise the project within a period of [as per bid documents] month from the date of issue of letter of Intent.

Operations & Maintenance Scheme:

The Bidder shall separately set out the operations and maintenance scheme for the project facilities, indicating the operational activities during the Active Operations Period. The

maintenance schedules and mechanism for the project infrastructure should also be indicated over the concession period.

Environment, Health & Safety policy and practice

The Bidder shall indicate the environment, health, and safety policy and practices, which are proposed to be adopted during the concession period, the aspects relating to employee and worker safety, control mechanisms of litter etc. needs to be elaborated.

The technical plan shall also consider the growth of the population and its consequent impact on the management of the C&D Waste. The Bidder may add chapters if it wishes. The Bidders are encouraged to use maps, diagrams, tables and supporting data in their technical plan.

FORM XI

DETAILS OF EXPERT TEAM

- (1) **Details of the Required Man-powers to handle the Project.**
The manpower required for the project and deployment plan.
- (2) **Format for CVs of senior management staff**

Proposed Position:

Name of Firm:

Name of Staff:

Date of Birth:

Years with Firm/Entity: Nationality:

Membership in Professional

Societies: Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment.

Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, or fair in speaking, reading, & writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experience, and me.

Date: *[Signature of staff member and authorized representative of the firm]* Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

Form XII

Details of C&D Waste Bins with capacity to be deployed and the details of Hook Loaders including other necessary machinery for the Project.

1. The Bidder shall provide a detailed Implementation Schedule consistent with the prescribed period as specified in the Bid documents. The Bidder shall indicate the milestones and would describe when the various milestones of the Project will be achieved. This Implementation Schedule shall form part of the Concession Agreement; and
2. The Bidder shall also indicate the pre-conditions for achieving the milestones indicated in the Implementation Schedule and significant conditions or events, which may delay achieving a milestone. The schedule shall also indicate identification and acquisition of major Clearances; and
 - (a) Detailed design, specifications and drawings of various C&D Waste Bins, Auto Tippers, Hookloaders and mechanical installations proposed for the Project; and
3. Manpower and Equipment Mobilization & Deployment Plan vis-à-vis the above implementation schedule. This should include:
 - a. Calculation of manpower requirement; and
 - b. Details of proposed manpower and organization chart for Authorized person of company; and
 - c. Details of C&D Waste Bins, Auto Tippers, Hookloaders and equipment mobilization with capacity and numbers for deployment plan.
4. The above plans should adhere to the overall timeframes for completion of construction and timeframe for Project Commissioning outlined in the Bid documents.

FINANCIAL BID

SUB: Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste from NDMC area on PPP Model.

1. The Bidder shall quote tipping fee for first year and also quote the percentage increase in tipping fee annually on the previous year tipping fee for successive year during the concession period.
2. Tipping Fee for the Project:

Sl. No	Description	Offer Rate (Per Metric Ton) in Rupees.
1	Tipping Fee for Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste from NDMC Area. (For First Year) (in word)
2	Percentage Increased for Tipping Fee for the successive years upto the end of concession period% per year (in word)

- (a) The C&D waste shall be weighed at the entry of the dumping / processing site i.e. Shastri Park Shahdara, Delhi or any other approved site by NDMC including Gazipur landfill site of EDMC or any other approved site by NDMC and shall be paid to successful Bidder on monthly basis during the concession period.
- (b) The above offer rates by the bidder are inclusive of all duties, taxes, service tax and other levies etc. (as applicable). The Bidders shall include all duties, taxes, services taxes, EPF, Insurance, ESI and other levies etc. **Nothing extra shall be paid.**
- (c) The successful bidder have to submit daily collection, transportation and dumping / depositing details of C&D Waste online (Real time) along with the GPS details for transportation of C&D Waste.
- (d) NDMC will pay directly the processing fees for C&D Waste to EDMC as per the C&D Waste dumped by the successful bidder, against the receipt / gate pass issued of EDMC etc.
- (e) For on demand facility in NDMC area, the C&D waste charge shall be deposited by the large generator of C&D waste to NDMC and C&D waste bins shall be provided by the successful bidder. No other payment to be made to the successful bidder in this account.
- (f) The percentage increase in tipping fee as offered at Sl. No 2 above will be calculated on the previous year tipping fee.

Bidder's Full Name, Address

Tel no, Fax no., mobile no. (if any)

Bidder's signature and office stamp

DRAFT LETTER OF AWARD

[Letter Head of the Authority]

Letter No.: _____ **Date:** _____

To:

(Name and Address of the Preferred Bidder)

Dear Sir,

Subject: Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste from NDMC area on PPP Model.

Ref: The proposal received on _____ and financial offer opened on _____.

(a) This in reference to the Detailed Technical proposal and Financial Proposal submitted by (Name of the firm/ consortium) in response to the Request for Proposal published on (date).

(b) Following the submission of Project Proposal submitted by your firm/ consortium on the (Date), the proposal was considered and evaluated by the NDMC. The clarifications and discussions have also been conducted with your firm between (Months), 2016.

(c) Following this process, the Authority is pleased to inform you that your firm has been selected as the “Successful Bidder” **(as per section provisions of the RFP document) for ***** Project at a [Financial Bid Parameter, as specified in Clause 4.8 of the RFP document].**

(d) This letter is intended to convey the Authority" acceptance of your proposal at the [Financial offer] quoted above. Accordingly, you are hereby requested to

acknowledge the receipt of this letter within 7 (seven) days of receipt.

- (e) The LOA and award of work is subject to the terms and conditions set out in the RFP issued to you and would further be subject to the conditions set out in the Concession Agreement to be executed between the Authority and your firm/ consortium.

This "Letter of Award" is based on the following condition:

1. (Bidder Name) shall enter into a Concession Agreement with the Authority at the earliest [to be specified by the Authority], detailing the Terms & Conditions of implementing and managing the "Project"
2. [Bidder Name] shall furnish the Authority a Performance Guarantee equal to Rs. _____ (Rupees _____ only) before for the time of signing the Concession Agreement. The Bid Security furnished by you for Rs. _____ (Rupees _____ only) will be returned at the time of submission of the Performance Guarantee. The Performance Guarantee shall be retained by the Authority during the Concession period as indicated in the RFP;
3. [Bidder name] shall be governed by the Terms and Conditions stated in the RFP and Concession Agreement. [Bidder name] shall not attach any condition on any of its obligations as stipulated in the RFP document and Concession Agreement; and

Kindly be informed that this communication by itself does not create any rights or contractual relationship with the Authority. Any such right or relationship shall come into effect only after the approval of the Authority, furnishing the Acceptance of LOA and Performance Security by your firm/ consortium as per the terms of the RFP, and the execution of the Concession Agreement.

This letter is awarded in duplicate. The duplicate copy of this letter may be signed and returned along with the Letter of Authority authorizing the person to sign on behalf of [bidder name], as a token of acceptance of the above terms & conditions.

We look forward to a mutually fruitful relationship.

With best regards,

[The Authority Name & Address]

We confirm that the terms and conditions outlined in this Letter of Award are acceptable to us

Signaturlee

Nage:

Densinaton:

Dare & Seal:

APPENDIX 1

COMPOSITION of C&D WASTE: [for guidance only]

The major/ minor components of the C&D waste are as follows:

Major components

- 1. Cement concrete [demolished]**
- 2. Broken Bricks**
- 3. Broken Cement plaster**
- 4. Steel (from RCC, door/window frames, roofing support, staircase railings, etc.)**
- 5. Rubble**
- 6. Broken Stone (marble, granite, sand stone)**
- 7. Broken Timber/wood (especially in the demolition of old buildings)**
- 8. Soil**
- 9. Sand**
- 10. Gravel etc.**

Minor components

1. Broken Conduits (iron, plastic)
2. Broken Pipes (GI, iron, plastic)
3. Broken Electrical fixtures (copper/aluminum wiring, wooden baton, bakelite/plastic switches, wire insulation)
4. Broken Panels (wooden, laminated)
5. Other (glazed tiles, glass panes)

