

REQUEST FOR PROPOSAL

FOR SELECTION OF CONSULTANT TO WORK AS A INDEPENDENT CONSULTANT FOR PPP PROJECT FOR COLLECTION & TRANSPORTATION OF MSW IN NEW DELHI MUNICIPAL COUNCIL AREAS.

Director (Project)
Room No. 7008, 7th Floor,
Palika Kendra, NDMC
New Delhi-110001.

DISCLAIMER

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

This RFP document is not an agreement and is neither an offer nor invitation by NDMC to the prospective Applicants or any other person. The purpose of this RFP document is to provide interested parties with information that may be useful to them in the formulation of their proposal in line with the RFP document. This RFP document does not purport to contain all the information that each Applicant may require. RFP document 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 document. The statements and information contained in this RFP document may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the statements and information contained in this RFP document and obtain independent advice from appropriate sources.

Information provided in this RFP document to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be 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 Applicant, 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 document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way with short-listing of Applicants for participation in the Selection Process.

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

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

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NDMC or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the Applicant and NDMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the proposal, regardless of the conduct or outcome of the Selection Process.

1. Background

- a. The purpose of this Project is to create an efficient and effective collection, storage and transportation system for MSW and Landscape Waste in NDMC areas
- b. New Delhi Municipal Council (NDMC) will award the contract for PPP Project for the Collection and Transportation of Municipal Solid Waste in entire NDMC Area to the Concessionaire. The contract will be awarded through competitive bidding process.
- c. The Concessionaire on behalf of New Delhi Municipal Council (NDMC) will provide civic services to an estimated population of approximately 2.94 lakhs in the NDMC. The project area covers 14 circles spread over an area of about 42.74 sq. km. As per the Concession Agreement, the Concessionaire has to provide services for '**PPP project for Collection and Transportation of MSW in New Delhi Municipal Council Areas**'. The scope of work for the Concessionaire is provided in the Concession document to be signed between NDMC and Selected Concessionaire.
- d. NDMC desires to select an **Independent Consultant** who shall be responsible to review the design & drawings, monitor and certify the activities undertaken by Concessionaire as per Scope of Work defined in Schedule E of the Concession Document to be signed between NDMC and Selected Concessionaire.

1.1 Sale of RFP Document for appointment of Independent Consultant

- a. The RFP document can be obtained from the office of New Delhi Municipal Council. The Cost of RFP which is Rs.2,000/- (Rupees Two thousand only) shall be paid in the form of a demand draft in favor of "Secretary, NDMC", drawn on any scheduled bank or nationalized bank, payable at New Delhi. The document fee is non-refundable. RFP may also be downloaded from website of NDMC: www.ndmc.gov.in. In case RFP is downloaded from the website, demand draft is to be submitted with the proposal. The Eligible Bidder(s) purchasing the hard copy of the RFP must attach the copy of Receipt along with the Proposal.
- b. An Applicant is eligible to submit only one RFP for the Assignment.

1.2 Cost of Preparation /submission of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. NDMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

1.3 Proposal Security

Technical Proposal should be accompanied with Proposal Security of Rs. 50,000/- (Rupees Fifty Thousand only), without which a Proposal shall be considered non-responsive. The

proposal security shall be in the form of a Bank Guarantee or Demand Draft in favour of “Secretary, NDMC” drawn on any scheduled bank or nationalized bank, payable at Delhi. The format for Bank Guarantee is given in the Schedule 3.

1.4 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the Assignment and the local conditions before submitting the Proposal.

1.5 Validity of the PROPOSAL

The PROPOSAL shall be valid for a period of not less than 180 (one hundred eighty) days from the last date of submission of PROPOSAL (the “PROPOSAL Due Date”).

1.6 Brief description of the Selection Process

Interested applicants shall submit technical and financial proposal as per terms of the RFP. Quality and Cost Based approach shall be followed for evaluation of Technical & Financial Proposal as per the terms of RFP; proposals shall be evaluated to select suitable applicant as Independent Consultant.

1.7 Schedule of Selection Process:

Proposals received after the due date will be rejected outright.

S. No.	Event Description	Date
1	Sale of RFP Document	11 th August 2014
2	Last date of purchase of RFP document	18 th August 2014
3	Last date of receiving queries	14 th August 2014
4	Last Date of submission of Bid Document	22 th August 2014 by 1500 hours
5	Opening of Proposals	22 th August 2014 at 1600 hours

1.8 Communications

All communications/ correspondence / enquiries should be addressed to the following in writing by fax /post / courier:

KIND ATTN. OF:

**Director (Projects),
Room No. 7008, 7th Floor,
NDMC, Palika Kendra,
New Delhi-110001**

All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

**“SELECTION OF CONSULTANTS TO WORK AS A INDEPENDENT
CONSULTANT FOR PPP PROJECT FOR THE
COLLECTION AND TRANSPORTATION
OF MUNICIPAL SOLID WASTE
IN NDMC
AREA”**

2. Instructions to Applicants

2.1 Scope of RFP

- a. Description of the objectives, broad scope of services and selection process for Independent consultant are specified in Schedule E of the Concession Document to be signed between NDMC and Selected Concessionaire. And also provided in Section 3 of the RFP document.
- b. Applicants shall be deemed to have understood and agreed to terms of RFP and that no explanation or justification for any aspect of the Selection Process will be given. NDMC's decisions are final without any right of appeal whatsoever.
- c. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- d. The Applicant shall submit its proposals in the form and manner specified in this RFP document.

2.2 Minimum Conditions of Eligibility of Applicants

- a. Applicants must read the minimum Conditions of Eligibility provided herein.
- b. The Applicant shall be a single entity who is either a sole proprietorship/ partnership firm/ Company incorporated under the Companies Act, 1957.
- c. Any Applicant which has been barred by the Central/State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the RFP Due Date would not be eligible to submit its Proposal.
- d. To be eligible for evaluation of its Credentials, the Applicant must fulfill minimum conditions of eligibility towards Eligible Experience, Financial Capability and Key Team Members as set out below. (Note: ***Consortium is not allowed for this project***)

2.3 Eligible Experience

- a. The Applicant should have worked as Independent Consultant/PMC/ Project Engineer in the following activities related to Municipal Solid Waste [MSW] Management:
 - i. Experience as Independent Consultant / Project Engineer for atleast five years in one project for Collection & Transportation of minimum 200 tonnes per day capacity, for Municipal Solid Waste in India

AND

- ii. Experience as Independent Consultant / Project Engineer/ Project Management Consultant for Design & Construction of a Transfer Station in the last two years.
- b. The Applicant shall provide documentary proof in the form of satisfactory completion certificate/ work order/ agreement to support the above mentioned eligibility criteria.
- c. The Applicant to provide list of key personnel having appropriate qualification(s) as per clause 2.5 to supervise/monitor all activities of the project.

2.4 Financial Capability

- a. Should have average annual turnover (gross) of at least Rs 5 Crore from consultancy services during last three years.
- b. Audited balance sheets of last three years to be provided for verification along with certificate from Statutory Auditor.

2.5 Key Team Members:

Independent Consultant shall have following key members in the team for discharging work described under Scope of Work in an efficient and professional manner. The minimum qualifications and minimum experience should be as follows:

Designation	Minimum Qualification and Total / Minimum Relevant Experience	Qty.
Team Leader	Post Graduate Degree in Environment/Planning/Management With Minimum 15 years' experience in field of Solid Waste Management. The proposed personnel should be in company roles for a minimum of 10 years.	1
Project Manager	Post Graduate Degree in Environment/Planning/Management With Minimum 10 years' experience in field of Solid Waste Management including PMC/ IE for Collection & Transportation. The proposed personnel should be in company roles for a minimum of 5 years.	1
Project Engineer	BE/B.Tech in Environmental/Civil/Mechanical with minimum 5 years of experience in Solid Waste Management including construction supervision of SWM facility. The proposed personnel should be in company roles for a minimum of 3 years.	1
Supervisor	BE/B.Tech/Diploma in Environmental/Civil/Mechanical with minimum 3	2

	years of experience in Solid waste management sector. The proposed personnel should be in company roles for a minimum 1 year.	
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Necessary documentary proof of qualification and company roles need to be provided.

2.6 Conflict of Interest

- a. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Assignment (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified.

- b. NDMC requires that the Independent Consultant provides professional, objective, and impartial advice and at all times hold NDMC’s interests’ paramount, avoid conflicts with other assignments or its own corporate interests, and act without any consideration for future work. Independent Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of NDMC.

An Applicant shall be deemed to have a Conflict of Interest that affects the Selection Process, if

- i. such Applicant receives or has received any direct or indirect subsidy from any other Applicant; or
- ii. such Applicant has the same legal representative for purposes of this application as any other Applicant; or
- iii. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s’ information about, or to influence the Application of either or each of the other Applicant; or
- iv. If there is a conflict among this and other consulting assignments of the Applicant (including its personnel and sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Applicant depend on the circumstances of each case. While providing consultancy services to NDMC for this Assignment.

2.7 Acknowledgement by Applicant

It shall be deemed that by submitting the Proposal, the Applicant has:

- a) Made a complete and careful examination of the RFP document.
- b) Received all relevant information requested from NDMC
- c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP document or furnished by or on behalf of NDMC
- d) Satisfied itself about all matters, things and information, necessary and required for

Submitting an informed PROPOSAL and performance of all of its obligations there under acknowledged that it does not have a Conflict of Interest and

- e) Agreed to be bound by the undertaking provided by it under and in terms hereof.

NDMC shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this RFP document or the Selection Process, including any error or mistake therein or in any information or data given by NDMC.

2.8 Right to reject any or all Proposals

- a) Notwithstanding anything contained in this RFP document, NDMC reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b) NDMC reserves the right to reject any Proposal if at any time, a material misrepresentation is made or uncovered, or the Applicant does not provide, within the time specified by NDMC, the supplemental information sought by NDMC for evaluation of the PROPOSAL or
- c) If such disqualification/rejection occurs after the Proposals have been opened, such Applicant shall not be eligible for participating in the Selection Process.
- d) Such misrepresentation/improper response may lead to disqualification of the Applicant, even after selection or awarding of contract.

2.9 Amendment of RFP document, if any.

- a) At any time prior to the deadline for submission of Proposal, NDMC may, for any reason, modify this RFP document by the issuance of Addendum.
- b) Such Addendum to this RFP document shall be posted by NDMC on its official website and shall be binding on all Applicants.
- c) In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, NDMC may, in its sole discretion, extend the Proposal Due Date.

2.10 Language

- a. The PROPOSAL with all accompanying documents and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP document. No supporting document or printed literature shall be submitted with the PROPOSAL unless specifically asked for and in case of any of these

documents are in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the PROPOSAL, the translation in English shall prevail.

2.11 Currency

The currency for the purpose of this RFP document shall be the Indian Rupee (INR).

2.12 Format and signing of PROPOSAL

- a) The Applicant shall provide all the information sought under this RFP document. NDMC would evaluate only those PROPOSALS that are received in the specified formats and complete in all respects.
- b) The documents accompanying the PROPOSAL submission shall be placed in TWO separate envelopes and marked as indicated below. The PROPOSAL submission shall include:

Envelope 1: “Technical Submissions” (Two Sets marked ORIGINAL and COPY):

- i. Cover letter as per Schedule 1
- ii. Power of Attorney as per Schedule 2
- iii. Proposal Security in form of Demand Draft or Bank Guarantee valid for 180 days from the date of submission of project as per Schedule 3
- iv. Eligible Experience as per Schedule 4 along with copies supporting documents
- v. Resume of Key Personnel as per Schedule 5
- vi. Financial Capability as per Schedule 6 with copies of supporting documents

The Proposal shall be made in the formats specified in this RFP document. Any attachment to such formats must be provided on separate sheets of paper and only that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.

Envelope 2: “Financial Bid” as per Schedule 7.

Financial bid should be submitted as per Schedule 7. It should not be conditional and should be inclusive of taxes, service tax and out of pocket expenses.

- a) The 2 (Two) envelopes specified shall be placed in an outer envelope, which shall be sealed. Technical & Financial Submission envelopes and Outer envelope shall clearly bear the following identification:

**“SELECTION OF CONSULTANTS TO WORK AS A INDEPENDENT CONSULTANT
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- b) Each of the 2 (Two) envelopes and outer envelope shall also clearly indicate the name and address of the Applicant.
- c) The Applicants shall submit the proposal in spiral/hard bound form by giving an index of submissions.
- d) The proposal shall be typed or written in indelible ink, signed and stamped on each page by the authorized signatory holding valid Power of Attorney from the Applicant. Alterations, omissions, additions, or any other amendments, made to the Proposal shall be initialled by the person signing the Proposal.
- e) No supplementary material will be entertained by NDMC, and that evaluation will be carried out only on the basis of documents received by the closing time of RFP Due Date. Applicants may however be asked to provide additional information or documents for proper evaluation of information already provided.
- f) Incomplete proposals would be rejected.
- g) NDMC reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP document. Failure of NDMC to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of NDMC there under.
- h) In case it is found during the evaluation or at any time before short-listing and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith, by a communication in writing by NDMC without NDMC being liable in any manner whatsoever to the Applicant.
- i) The completed proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.13 Proposal Due Date

- a) The proposal should be submitted before 1500 Hours on the Proposal Due Date at the address provided in RFP in the manner and form as detailed in this RFP document. A receipt thereof should be obtained from the person specified therein.
- b) NDMC may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum.

2.14 Late Proposal

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

2.15 Modification/ substitution/ withdrawal of Proposals

- a) No Proposal shall be modified, substituted, or withdrawn by the Applicant once submitted.
- b) Any alteration/modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by NDMC, shall be disregarded.

2.16 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising NDMC in relation to or matters arising out of, or concerning the Selection Process. NDMC will treat all information submitted as part of the 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.

2.17 Clarification

- a) To facilitate evaluation of proposals, NDMC may, at its sole discretion, seek clarifications from any Applicant regarding its proposal. Such clarification(s) shall be provided within the time specified by NDMC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- b) If an Applicant does not provide clarifications sought within the specified 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 Applicant shall be barred from subsequently questioning such interpretation of NDMC.

2.18: Term of Independent Engineer

- a) The initial term of the Independent Consultant shall be for three years to be renewed at the discretion of NDMC for successive terms of three years over the entire Concession Period.

3. Scope of Work

The Scope of Work of the Independent Consultant shall be as per the scope of work defined in Main Concessionaire Agreement to be signed between NDMC and the Selected Concessionaire. The same is presented in the following section:

1. Role of the Independent Consultant

The Independent Consultant is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation and operation of the Project. Broadly, the role of the Independent Consultant shall encompass:

- 1.1 Independently review, monitoring and where required by the Agreement, to approve the design, construction, operation and maintenance of the Project Facilities to ensure compliance by the Concessionaire with the Design and Construction Requirements and O&M Requirements;
- 1.2 Verification and checks of weighment and Testing of the MSW at the Treatment Facility and / or Landfill Facility and ensuring that construction debris is not mixed with MSW and transported to the Landfill Facility or Treatment Facility;
- 1.3 Report to the Parties on the various physical, technical and financial aspects of the Project based on inspections, site visits and Tests;
- 1.4 Assist the Parties in arriving at an amicable settlement of disputes, should the need arise; and
- 1.5 Review matters related to safety and environment management measures adopted by the Concessionaire for the Project.

2 Scope of Services of the Independent Consultant

The services to be provided by the Independent Consultant in accordance with the applicable provisions of this Agreement are specified in this schedule.

2.1 Obligations during Implementation Period

- a) Review of the Transition Plan and the Operations Plan submitted by the Concessionaire;
- b) Monitoring and reporting to the NDMC on whether the Concessionaire has complied with the timelines for activities as specified in the Operations Plan in (a) above;
- c) Verify and report to NDMC whether (i) the New Project Facilities comply with the Design and Construction Requirement and (ii) the Project Facilities comply with all Applicable Law including MSW Rules;
- d) Issue Readiness Certificate to the concessionaire on completion of construction works;
- e) The Independent Consultant shall undertake, interalia, the following activities and where appropriate:

- i. Require suspension of whole or any part of the Construction Works if in its reasonable opinion the same does not conform to the Design and Construction Requirements;
- ii. Require clearing of any construction site of all construction equipment, surplus materials, debris and temporary installations as per applicable provisions of this Agreement;
- iii. Review the monthly progress report submitted by the Concessionaire during the Implementation Period and its conformity with the Transition Plan and the Operations Plan, report on the same to the NDMC and suggest corrective measures, if any;
- iv. If during the course or upon review / inspection undertaken by the Independent Consultant, it transpires that either of the Parties is in breach/ default of any of its obligations under the Agreement, the Independent Consultant shall, under intimation to both the Parties, require the defaulting Party to remedy such breach/ default within time frame as may be felt suitable by the Independent Consultant.

2.2 Obligation during Operations Period

2.2.1 Monitoring at Treatment Facility and Landfill Facility

The Independent Consultant shall undertake the following activities:

- a) Verification of the weighment;
- b) Ensure that the Concessionaire does not mix construction debris with the MSW and Landscape Waste and transport he same;
- c) Verification of the Testing of the MSW in accordance with O&M Requirements;
- d) Verification of the records generated at the weighbridge and Waste Inspection Area;
- e) Issue “Notice to Remedy” in event of observing non-compliance to O&M Requirements;
- f) If during the course or upon review/inspection undertaken by the Independent Consultant or otherwise, it transpires that either of the Parties is in breach/default of any of its obligations under the Agreement, the Independent Consultant shall, under intimation to both the Parties, require the defaulting Party to remedy such breach/default within such time and in such manner as the Independent Consultant may deem fit and in each case the same shall be recorded;
- g) Monitor the variation in quantum of MSW during the Concession Period and report to NDMC in case of any abnormal increase in the quantum of MSW and investigate the reasons for such increase.

2.2.2 Random inspection of Project Facilities

The Independent Consultant shall undertake inspection of the Project Facilities In such frequency and sample selection as mentioned in the Table below:

SN	Project Facilities	Frequency of inspection	Sample selection requirement
1	Garbage Stations	Once a month	A min. of 10% of the Garbage Stations selected at random from each circle. There should not be repetition of the same set of Garbage Stations in the next round of inspection.
2	Street Corner Bins	Once a month	A min. of 10% of Street Corner Bins selected at random from each circle. There should not be repetition of the same set of Street Corner Bins in the next round of inspection.
3	Transportation and loading Vehicles	Once a month	A minimum sample of 10% of each category of vehicles deployed in the Area of Operations. There should not be repetition of the same set of vehicles in the next round of inspection.
4	Transfer Station	Once a month	Working of the Transfer Station along with 10% sample to be checked.
5	Door to Door/ /Street Level MSW Collection	Once a month	A min. of 10% of Door to Door collection samples to be selected at random from each circle. There should not be repetition of the same set of Door to Door Collection Sample in the next round of inspection.

2.2.3 Handback and Transfer of Project Facilities to NDMC

At the time of handback and transfer of the Project Facilities to NDMC at the end of Concession Period, the Independent Consultant shall:

- (a) Monitor the compliance with the Handback and Transfer Requirements as provided in this Agreement, and
- (b) Issue a certificate of compliance on satisfactory completion of Handback and Transfer Requirements by the Concessionaire.

2.2.4 Maintenance of Records

The Independent Consultant would be required to participate in the Project review meetings held from time to time by the Parties, which are ordinarily expected to be held once a month during the Implementation Period and once every two months during the Operations Period as also to

participate in emergency or extraordinary meetings of the Parties held to deal with any Emergency, Force Majeure Event or other exigencies.

2.2.5 The Independent Consultant shall maintain record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following –

- a. manpower deployed and other organizational arrangements of the Concessionaire;
- b. Inspections undertaken and notices/instructions issued to the Concessionaire;
- c. Review compliance by the Concessionaire with the Agreement;
- d. Force Majeure Events;
- e. Material and Persistent Breach of O&M Requirements and Events of Default by the Parties; and
- f. Compliance by the Concessionaire with Handback and Transfer Requirement

2.2.6 The Independent Consultant shall provide the following reports to the Parties:

SN	Period / Event	Verification	Applicable report to be issued by the Independent Consultant
1	Implementation Period	<ul style="list-style-type: none"> – Review monthly progress report submitted by the Concessionaire. – Issue “Notice to Remedy” in event of non compliance by the Concessionaire 	
2	Monitoring at Weighbridge	<ul style="list-style-type: none"> – Verify weighment slip – Verify monthly Tipping Fee Statement – Verify that Concessionaire is not mixing construction debris with MSW and Landscape Waste during transportation to Treatment Facility / Landfill Facility 	Monthly Inspection Report
3	Monitoring at Waste Inspection Area	<ul style="list-style-type: none"> – Verify recording of Test results 	Monthly Inspection Report

		– Verify monthly Tipping Fee Statement and penalties (if applicable) as per the agreement.	
4	Random Inspections of Project Facilities	– Advise NDMC on penalties payable by the Concessionaire in accordance with Annexure 1 of the O&M Requirements	Monthly Inspection Report
5	Force Majeure/Material and Persistent Breach of O&M Requirements/Events of Default.	– Issue “Notice to Remedy” in event on non compliance. – Records Events of Default, material/Persistent Breach of O&M Requirements, Force Majeure Events	
6	Handback and Transfer of Project Facilities	– Specify list of works/jobs to be carried out by the Concessionaire. – Specify list of items to be handed back and transferred back to NDMC by the Concessionaire. – Verify compliance by the Concessionaire with Handback and Transfer Requirements	Issue of Compliance Certificate of Handback & Transfer requirement

2.2.7 Material and Persistent Breach of O&M Requirements

The Independent Consultant shall monitor the performance of the Concessionaire and report on incidence of Material and Persistent Beach of O&M Requirements with reference to the Compliance and Tolerance Criteria as laid out in Annexure 1 of the O&M Requirements:

2.3 Awareness Campaign

The Independent Consultant shall review the Awareness Campaign program conducted by the Concessionaire in accordance with the O&M requirements.

2.4 General Obligations

The Independent Consultant shall carry out such other functions as may be specifically assigned to it under the Agreement including certification

4. Evaluation Process

- a) NDMC shall open the Proposals at 1600 Hours on the Proposal Due Date, at the office of NDMC and in the presence of the Applicants who choose to attend.
- b) Prior to evaluation of Proposals, NDMC will determine whether each Proposal is responsive to the requirements of this RFP document. A RFP shall be considered responsive only if:
 - I. Is received by the RFP Due Date including any extension thereof, if any.
 - II. Is signed, sealed and marked as stipulated in RFP.
 - III. Contains all the information and documents specified herein and in the formats set out in this RFP document.
 - IV. Mentions the validity period as set out in RFP.
 - V. Proposal Security is submitted.
- c) NDMC reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by NDMC in respect of such Proposal s.
- d) NDMC would subsequently examine and evaluate Proposal in accordance with the provisions of RFP for assessment of the Minimum Conditions of Eligibility prescribed at clause 2.2

4.1 Evaluations of Bids:

- a) Applicants who satisfy the Minimum Conditions of Eligibility as per clause 2.2, 2.3, 2.4, and 2.5 shall be short listed for participation in the next stage of the Selection Process.
- b) Proposal submitted by the bidders shall be evaluated based on the following parameters:

SN	Parameter	Marks
1	Approach & Methodology including understanding of scope of work, work plan, manpower deployment schedule.	50
2	Key Personnel	50 (Total)
	Team Leader	
	Project Manager	
	Project Engineer	20
		20
		10
	Total	100

Applicant scoring minimum of 80 marks in the Technical proposal shall be declared as technically qualified Bidder.

To enable NDMC to evaluate the Credentials, Applicant should furnish the details of experience, along with supporting documents for the parameters, as applicable, separately.

- c). The Applicant should furnish the details of Key Personnel in the format set out in Schedule 5.

4.2 Evaluation of Financial Bids

- a) Financial bids of the technically qualified Applicants shall be opened by NDMC
- b) Applicant with lowest bid shall be assigned 100 marks. The Financial Proposals of other bidders shall be assigned marks as follows:

$$Sf = 100 \times Fm / \text{Financial Proposal of Applicant under consideration.}$$

- 1. Fm: Lowest Financial Proposal.
- 2. Sf: Financial Score

4.3 Composite Score

- a) For selection of Applicant, final ranking will be determined based on the combined total score for each applicant. This will be done by applying a weight of 0.80 (or 80 %) and 0.20 (or 20%) respectively to the technical and financial scores of each qualifying Applicant.
- b) The Composite Score of Technical Proposal and Financial Proposal shall be computed as follows:

$$\text{Composite Score} = (Pe \times 0.8) + (Sf \times 0.2)$$

- c) Applicant with highest composite score shall be declared successful who shall be called for negotiations. After successful negotiation, the work shall be awarded to the firm, if the negotiation fails; the next high scorer applicant shall be called for negotiations.
- c) The decision of NDMC will be the final and binding on the bidders. Conditional bids will be rejected. Any conditional discounts by bidder shall not to be taken into account for the purpose of evaluation.
- d) NDMC will not entertain any query or clarification from Applicants who fails to qualify at any stage of Selection Process.
- e) Applicants are advised that selection will be entirely at the discretion of the NDMC. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or selection will be given.

- f) 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 Applicant if the assignment is subsequently awarded to it.

5. Fraud and Corrupt Practices

- a) The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP document, NDMC shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process.
- b) Without prejudice to the rights of NDMC under Clause 5. hereinabove and the rights and remedies which NDMC may have under the short-listing process, if an Applicant is found 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 Selection Process, or after the short-listing process, such Applicant shall not be eligible to participate in any tender issued by NDMC during a period of 2 (two) years from such date.
- c) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - 5.1.1 “corrupt practice: means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NDMC who is or has been associated in any manner, directly or indirectly with the Selection Process 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 Selection Process or (ii) engaging in an manner whatsoever, whether during the Selection Process or after short-listing, as the case may be, any person in respect of any matter relating to the Project, who at any time has been or is a legal, financial or technical consultant/adviser of NDMC in relation to any matter concerning the Project;
 - 5.1.2 “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - 5.1.3 “coercive practice: means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - 5.1.4 “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by NDMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

5.1.5 “Restrictive practice: means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

6. Miscellaneous

6.1. Fee to Consultant and Payment Schedule:

The fee payable to the Selected Consultant shall be paid on monthly basis.

6.2 Client Responsibility

- a. The NDMC shall give all required support in terms of information/data available.
- b. Seeking permissions from governmental offices
- c. Approving draft submissions prepared by Independent Consultant

6.3 Disincentives

If the agency fails to comply with any of the clauses of the agreement after entering into the same with NDMC, the agreement will be terminated on three month notice. The project will be reviewed every month by NDMC. In case of failure of any agency and termination of the agreement, the NDMC may allot the work to other shortlisted Applicants on fresh financial bid or may award to some other agency.

6.4 Jurisdiction

- a) The Selection Process shall be governed by and construed in accordance with the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- b) NDMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - i. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto
 - ii. consult with any Applicant in order to receive clarification or further information
 - iii. retain any information and/or evidence submitted to NDMC by, on behalf of and/or in relation to any Applicant; and/or
 - iv. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
 - v. It shall be deemed that by submitting the proposal, the Applicant agrees and releases NDMC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or

liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

Schedule 1

Cover Letter

To,

Director (Project)
Room No. 7008, 7th Floor,
Palika Kendra, NDMC
New Delhi-110001.

Dated:

Sub: PPP Project for the Collection and Transportation of MSW in New Delhi Municipal Council Areas.

Dear Sir,

With reference to your RFP document dated -----, we, having examined the RFP document and understood its contents, hereby submit our Technical & Financial Proposal for the aforesaid Project.

- 1 The Proposal is unconditional and unqualified.
- 2 All information provided in the Proposal and in the Schedules is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
- 3 We shall make available to NDMC any additional information it may find necessary or require to supplement or authenticate the Proposal.
- 4 We acknowledge the right of NDMC to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5 We certify that in the last 3 (three) years, we 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.
- 6 We declare that:
 - a) We have examined and have no reservations to the RFP Document, including any Addendum issued by NDMC.
 - b) We do not have any conflict of interest in accordance with Clauses 2.6 of the RFP document;

- c) 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 Clause 5 of the RFP document, in respect of any tender issued by or any agreement entered into with NDMC or any other public sector enterprise or any government, Central or State;
 - d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 5 of the RFP document, 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; and
 - e) We hereby acknowledge that neither we, nor our Associates, have been engaged by the Concessionaire to provide goods or works or services for the Project.
- 7 We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Applicants to submit their Proposals for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.8 of the RFP document.
- 8 We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the RFP document and are qualified to submit Proposal in accordance with the provisions of the RFP document.
- 9 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.
- 10 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.
- 11 We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
- 12 We undertake that in case due to any change in facts or circumstances during the Selection 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.
- 13 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 short-listing of Applicants, or in connection with the Selection Process itself, in respect of the above mentioned Assignment and the terms and implementation thereof.
- 14 We have studied the RFP document carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by NDMC or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Assignment.

15 We agree and understand that the Proposal is subject to the provisions of the RFP document.
In no case, we shall have any claim or right of whatsoever nature if we are not short-listed or our Proposal is not opened.

16 We agree to keep this offer valid for 180 days from the RFP Due Date specified in the RFP document.

17 We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the of the Authorised signatory)

Name and seal of Applicant

Schedule 2

POWER OF ATTORNEY

(On Stamp paper of relevant value)

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms.....
.....(name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our PROPOSAL for Selection of Independent Consultant for **PPP Project for the Collection and Transportation of MSW in New Delhi Municipal Council Areas** for New Delhi Municipal Council in New Delhi, including signing and submission of all documents and providing information/responses to NDMC in all matters in connection with our Applicant for the said Assignment.

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

Dated this the Day of 2014 Accepted

For Name & signature

(Name and designation of the person(s)

signing on behalf of the Applicant)

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.

2. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

Schedule 3

Bank Guarantee Format

G. No. Dated:

In consideration of you, Secretray, New Delhi Municipal Council having its office at Palika Bhawan, New Delhi (hereinafter referred to as the "Employer", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Proposal of [a Company registered under provision of the Companies Act, 1956] and having its registered office at

(hereinafter referred to as the "Applicant" which expression shall unless it be repugnant ~~to the~~ subject or context thereof include its/their executors administrators, successors and assigns), for Selection of Consultants to Work as a Independent Consultant for implementation of PPP Project for the Collection and Transportation of MSW in New Delhi Municipal Council Areas. ("the Project")

- 1 The Project" pursuant to the RFP dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at _____ and one of its branches at _____(hereinafter referred to as the "Bank"), at the request of the Applicant, do hereby in terms of Clause given in the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Applicant and referred to as the "**Proposal Security**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant if the Applicant shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
- 2 Any such written demand made by the Employer stating that the Applicant is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
- 3 We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Applicant or any other person and irrespective of whether the claim of the Employer is disputed by the Applicant or not merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Applicant to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Applicant to keep its Proposal open during the Proposal validity period as

set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 50,000/- (Rupees fifty thousand only).

- 4 This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Employer and the Applicant, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- 5 We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Applicant is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Applicant to keep its Proposal open during the Proposal validity period set forth in the said Bidding Documents, and the decision of the Employer that the Applicant is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Applicant or any dispute pending before any Court, Tribunal, Arbitrator or any other Employer.
- 6 The Guarantee shall not be affected by any change in the constitution or winding up of the Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.
- 7 In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Proposal validity period or the period for conveying acceptance of Letter of Award by the Applicant or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Applicant or to postpone for any time and from time to time any of the powers exercisable by it against the said Applicant and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Applicant or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Applicant or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- 8 Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 9 We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our branch in New Delhi,

who shall be deemed to have been duly authorized to receive the said notice of claim.

- 10 It shall not be necessary for the Employer to proceed against the said Applicant before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Applicant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
- 11 We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.
- 12 The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms _____, its _____ and authorised official.

(Signature of the Authorized Signatory)

(Official Seal)

Schedule 4
Eligible Experience

All relevant documents in support of eligibility criteria set out in this document.

Credentials of the Applicants 1.

Format for Project Data Sheet

Assignment Name:		Country:
Location within Country:		Key Professional Staff Provided:
Name of Client :		No. of Professional Staff:
Address:		No. of Professional Staff Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approximate Value of Services (in INR):
Name of Associated Consultants, if any:		No. of Months of Key Professional Staff, Provided by Associated Consultants:
Name of Senior Staff involved:		
Narrative Description of Project:		
Description of Actual Services provided:		

Any one of the following documents could be submitted to demonstrate experience: Completion Certificate/Work order/Agreement/ relevant supporting documents from the client.

Schedule 5

Key Personnel

Format of Curriculum Vitae (CV) for Proposed Key Personal

1. Proposed Position:	
2. Name of Firm:	
3. Name of Staff:	
4. Profession:	
5. Date of Birth:	
6. Years with Firm:	
7. Nationality:	
8. Membership of Professional Societies	
9. Detailed Tasks assigned:	
10. Key Qualifications	
11. Education:	
12. Employment Record	
13. Relevant Experience	
14. Languages:	
15. Certification: I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describes my qualification, my experience and me.	

Date:

(Signature of Staff member and authorised representative)

Full name of Staff member:

Full name of Authorised Representative:

Schedule 6

Financial Details of the Applicant

Description	Turnover (Rs. Crores)
Financial Year (2010-11)	
Financial Year (2011-12)	
Financial Year (2012-13)	
Average Turnover	

The Applicants to furnish audited turnover details along with balance sheets and profit & loss accounts for last three years along with a certificate from Statutory Auditor/ Chartered Accountant to establish minimum average annual turnover from consultancy income required toward Financial Eligibility.

Schedule -7

Format for financial Bid:

S. No.	Description	Lumpsum Amount in INR	Amount in INR (in words)
1.	Monthly Fee		

Applicants to quote financial bid in the form of monthly fee, inclusive of all taxes, duties, cess, out of pocket expenses etc.