



RfP (Request for Proposal) Document

For

**Appointment of Independent Consultant [IC] to independently
monitor**

the work of

Collection and Transportation of Municipal Solid Waste on a long-term Design, Procure, Build, Operate, Maintain and Transfer (DPBOMT) Basis as per MSW (M&H) Rules 2000 (amended time to time) from Select Zone/Group under North Delhi Municipal Corporation.

1. Group 1: City Zone and Sadar Paharganj Zone
2. Group 2: Karol Bagh Zone
3. Group 3: Narela Zone

**Department of Environment Management Services
North Delhi Municipal Corporation [NDMC]**

DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of NDMC or any of their employees or advisors, is provided to Applicant(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 Authority to the prospective Applicants 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 application for Proposal pursuant to this RFP (the “Application”). This RFP includes statements, which reflect various assumptions and assessments arrived at by NDMC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant 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 Applicant 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 Applicant(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 Applicant or 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, including 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 or arising in any way with pre-Proposal Applicants for participation in the Bidding 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.

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

The Applicant shall bear all its 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 Authority or any other costs incurred in connection with or relating to its Application. 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 or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

Section (I): Letter of Invitation (LOI)

Ref. No.:

Date:

To:

Sub: Inviting Technical and Financial Proposal for Appointment of Independent Consultant [IC] to independently monitor the work of "Collection and Transportation of Municipal Solid Waste on a long-term Design, Procure, Build, Operate, Maintain and Transfer (DPBOMT) Basis as per MSW (M&H) Rules 2000 (amended from time to time) from Select Zone/Group under North Delhi Municipal Corporation. Group 1: City Zone and Sadar Paharganj Zone, Group 2: Karol Bagh Zone, Group 3: Narela Zone"

Dear Sir/ Madam

1. For improving the Solid waste Management Services in the GNCTD, the NDMC has invited bids for the work of "Collection and Transportation of Municipal Solid Waste on a long-term Design, Procure, Build, Operate, Maintain and Transfer (DPBOMT) Basis as per MSW (M&H) Rules 2000 (amended time to time) from Select Zone/Group under North Delhi Municipal Corporation. Group 1: City Zone and Sadar Paharganj Zone, Group 2: Karol Bagh Zone, Group 3: Narela Zone"
2. Copy of Draft RFP Document along with Pre-bid queries reply for the aforesaid project is available in the office of E.E. (DEMS) /N.D.M.C., Room No.31, Dr. B. R. Ambedkar Stadium, Delhi Gate, Delhi, which can be seen on any working day during working hours. This is necessary, as the Independent Consultant [IC] shall be responsible to monitor the performance of the concessionaire in respect of main project in true spirit of the concession agreement. In case of any confusion, the MSW (M&H) Rules 2000 amended up to date shall be followed in its true spirit.
3. **ENGAGEMENT OF INDEPENDENT CONSULTANT:**
This RfP is for appointment of an Independent Consultant [IC] to monitor the performance of the concessionaire(s) as per agreement (between the NDMC and Concessionaire) in respect of the work i.e. "Collection and Transportation of Municipal Solid Waste on a long-term Design, Procure, Build, Operate, Maintain and Transfer (DPBOMT) Basis as per MSW (M&H) Rules 2000 (amended time to time) from Select Zone/Group under North Delhi Municipal Corporation. Group 1: City Zone and Sadar Paharganj Zone, Group 2: Karol Bagh Zone, Group 3: Narela Zone"
The NDMC has already invited NIT for main project in the year 2014; to which the IC shall monitor/supervise the work after award of main project to implement in true spirit of the concession agreement.
4. **ROLE OF INDEPENDENT CONSULTANT:**
The Independent Consultant is 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:
 - A. Independently review, monitor and where required by the Agreement, to approve the design, construction, operation and maintenance of the Project Facilities. IC has to ensure compliance of the complete contract by the Concessionaire including but not

limited to the Scope of Work at all times that is Implementation period, Operations Plan, Design Requirements, Construction Requirements and O&M Requirements,

- B. Verification and oversee fitness of all transport and loading vehicles to meet all the Rules/Standards (MSW Rules 2000, and other related laws and rules).
- C. Verification and random checks of weighment and Testing of the MSW at the Processing and Landfill Site.
- D. Report to the Parties on the various physical, technical and financial aspects of the Project based on inspections, site visits and Tests,
- E. Assist the Parties in arriving at an amicable settlement of disputes, should the need arise, and
- F. Review matters related to safety and environment management measures adopted by the Concessionaire for the Project.
- G. In case of any non-compliance of the Concession agreement by the Concessionaire inform NDMC in writing and suggest due course of action including but not limited to imposing penalties, issue of preliminary termination notice, the final termination notice etc.. In case of any non-compliance IC shall also help/draft notices for the Concessionaire.

This RfP is for appointment of an Independent Consultant [IC] to monitor the performance of the concessionaire on day to day basis. The IC shall be supervising & monitoring the main project, so as to ensure that the work is being executed strictly in compliance of the terms & conditions of the concession agreement. The scope of work of Independent Consultant is more specifically mentioned in RFP.

The NDMC shall also deploy its Engineer to supervise the work.

The IC shall supervise all parts of the main project and suggest corrective measure(s) to the NDMC for its approval and shall also ensure successful execution, implementation of the main project.

The IC shall not only suggest the corrective measures but also shall ensure that all approved corrective measure(s) by NDMC [as per suggestion of IC] are being implemented by the concessionaire in the field in its true spirit, for the successful implementation/execution of the main project; failing which he/she will suggest penalty against concessionaire. The IC shall ensure that work is carried out smoothly and efficiently as stipulated in the RfP & Agreement document of the main project(s).

The IC shall evaluate the performance of the concessionaire as described in the RfP & Agreement document of the main project, on daily basis in prescribe formats for purpose; so as to ensuring that work is undertaken by the concessionaire strictly in accordance to the terms and conditions of the RfP & Agreement document of the main project. The IC shall suggest penalties and shall verify/certify the bills submitted by the concessionaire, so as to the NDMC may release the payment to the private concessionaire, strictly in accordance to the performance level achieved by the private concessionaire in compliance to the agreement.

During daily inspection; a representative of concessionaire shall invariably accompany the inspection team as constituted by IC [and approved by NDMC]. The daily performance sheet shall be signed by the IC and the authorised representative of the concessionaire and NDMC.

From our past experience, it has been observed that when we prepare “Draft Scope of Work” for IC, in respect of a particular work, then it is most likelihood that all parts of the project are not fully covered in the “Scope of Work”, due to which at a later date there remains a difficulty in supervising, monitoring of the main project in full. Therefore, to come out of this problem The RfP and Concession Agreement document of the main project shall be part of this RfP document of the IC so as to ensure that IC covers all components of the main agreement as part of its monitoring. The IC shall monitor/supervise every part of the main project described in the RfP and Agreement document of the main project. The role of IC is not limited to the major parts of the project but he/she is required to monitor every part of the main project. Therefore, the IC is advised to go through the RfP, Agreement document and Reply to Pre-bid Queries of the main project, very carefully; prior to submitting his/her bid. Copy of Documents for the aforesaid Project is available in the office of E.E. (DEMS) I, NDMC, Room No.31, Dr. B. R. Ambedkar Stadium, Delhi Gate, Delhi, which can be seen by any bidder on any working day during working hours.

5. Contents of this RfP:

This Request for Proposal [RfP] document contains the following:

Section I – Letter of Invitation

Section II – Information to Consultants

Section III – Terms of Reference

Section IV – Technical Proposal – Sample Forms

Section V – Financial Proposal – Sample Forms

Section VI – Power of Attorney and Bank Guarantee performa

6. Application:

Cost of RfP documents: Rs 1500/- payable in the form of DD/Pay Order in favour of Commissioner, NDMC; payable at Delhi. [Non- refundable]

Earnest Money: Rs 2,50,000/- payable in the form of DD/Pay Order in favour of Commissioner, NDMC; payable at Delhi.

7. The IC shall for due and punctual performance of obligations during the entire contract period shall deliver a sum of Rs 10, 00,000/- [Rs Ten Lacs only] or a sum equal to three months Concession fee payable to IC, whichever is more; as performance security to NDMC, on or before the signing of this agreement, a demand draft OR a bank Guarantee from a Nationalized bank. The Performa for bank guarantee is enclosed herewith as Section VI of this RfP. The performance security shall be valid for the entire Contract period. The Earnest Money will be refunded after submission of the Performance Security by the successful bidder.

Eligibility Criteria:

Experience Criteria:

The Applicant must satisfy the following experience criteria:

The Applicant [each individual] shall be a firm, company or a corporate body registered under the Companies Act, 1956.

- The bidder should have worked as Independent Consultant at least for one project [either of the three as described below] related to Municipal Solid Waste [MSW] management, for a

continuous period of atleast three years during last seven financial years in a Government Department of India:

Collection, Transportation of MSW, of at least 300 TPD

or

Composting or Refused Derived Fuel facilities processing of 200 TPD MSW

or

Management of Engineered Land Fill Site receiving 100 TPD MSW.

The bidder shall submit a documentary proof to support his/her claim.

The firm must show that it has the independent capability to provide/checking of estimates of construction costs.

- The firm should demonstrate that it has independent measurement techniques to assess performance of concessionaire – i.e. financial, accounting and auditing procedures to be observed by private concessionaires. Also, the firm shall have required skill to verify accuracy of concessionaire's claims strictly in accordance to the RfP & Agreement document of the main project i.e. monthly tipping fee bill(s) etc.
- The firm shall also demonstrate that their key staffs have appropriate qualification(s) to supervise/monitor all activities of the main project.
- Any firm/company or a corporate body or consortium or its sister concern, already working in Delhi as concessionaire in solid waste management in any Municipal Corporation of Delhi shall be barred for participating in this bidder process and on detection of any remote connection of prospective bidder in any regard with these companies/consortium shall make that bidder disqualified at any stage of the bidding process.
- The bidder should submit relevant experience certificate from the concerned department. The experience certificate should clearly mention "satisfactory performance" and the certificate should not be older than 3 months from the date of issue of NIT and should be issued by an officer not below the rank of Executive Engineer or equivalent.

Financial Capability:

The bidder(s) should have minimum turnover & net worth during last three years [2011-12, 2012-13 & 2013-14] as follow:

Turnover: Rs 100.00 Lacs [Turn over: Annual Gross Revenue earned by the bidder]

Bank Solvency: 40.00 Lacs

Net Worth: Rs 25.00 Lacs [Net Worth For Company = (Subscribed and Paid-up Equity + Reserves) – (Revaluation reserves + Miscellaneous expenditure not written off)]

In case, Financial Statement(s) of the firm are not in Indian Rupees; the conversion to Indian Rupees shall be clearly indicated. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. The exchange rate(s) applied shall be clearly stated. NDMC reserves the right to use any other suitable exchange rate for the purpose of evaluation uniformly for all Applicants.

The Financial shall be, Year 1; 2011-12 Year 2; 2012-13 and year 3; 2013-14.

The Applicant shall provide the audited financial statements.

Validity of Bid: 5 month from the date of submission of RfP or date of negotiation if any, whichever is later.

The bid submission schedule shall be as follow:

Date of issue/download of RfP documents along with cost Rs. 1500: **10.12.2014 upto 3.00 PM**

Last date for submission of his/her query [in writing] to be discussed during Pre-Bid Meeting: **10.12.2014**

Date of Pre-Bid Meeting: **12.12.2014 at 3.00 PM**

Last Date for submission of bid: **29.12.2014 upto 3.00 PM**

Date for opening of Technical Bid: **29.12.2014 at 3.01 PM**

Pre-Bid Meeting:

The Pre-bid meeting on **12.12.2014 at 3.00 PM** shall be held in the chairmanship of CE [DEMS] at 8th Floor, Dr. S.P.M. Civic Centre, New Delhi-02.

7. The bidder within 7 days of purchase of RfP documents shall intimate his/her willingness to NDMC towards submission of bid. Such communications shall be addressed to: The Executive Engineer (DEMS) I, North Delhi Municipal Corporation, Delhi. Phone Number 9717787037.
8. The bidder is required to submit his bid manually. The bidder shall submit his/her bid in two envelope; one envelope shall carry technical proposal and another will carry financial proposal. These two envelopes along with Earnest Money shall be put in a single envelope and be sealed prior to its submitting in the office of Executive Engineer (DEMS) I, North Delhi Municipal Corporation, Room No. 31, Dr. B. R. Ambedkar Stadium, Delhi Gate, Delhi. The bidder shall also put a soft copy [CD] of his/her technical proposal in the envelope earmarked for technical proposal.

Technical proposals shall need to be placed in one sealed envelope clearly marked thereon Name of work:- "Collection and Transportation of Municipal Solid Waste on a long-term Design, Procure, Build, Operate, Maintain and Transfer (DPBOMT) Basis as per MSW (M&H) Rules 2000 (amended time to time) from Select Zone/Group under North Delhi Municipal Corporation. Group 1: City Zone and Sadar Paharganj Zone, Group 2: Karol Bagh Zone, Group 3: Narela Zone. Sub Head: Engagement of Independent Consultant. - TECHNICAL PROPOSAL". Similarly the financial proposals shall need to be placed in one sealed envelope clearly marked thereon as Name of work:- "Collection and Transportation of Municipal Solid Waste on a long-term Design, Procure, Build, Operate, Maintain and Transfer (DPBOMT) Basis as per MSW (M&H) Rules 2000 (amended time to time) from Select Zone/Group under North Delhi Municipal Corporation. Group 1: City Zone and Sadar Paharganj Zone, Group 2: Karol Bagh Zone, Group 3: Narela Zone. Sub Head: Engagement of Independent Consultant. - FINANCIAL PROPOSAL".

The bidder may undertake this work either individually as a proponent or as a partner in a joint venture, in which each partner will be jointly and severally responsible for execution of the contract. The organisation which is part or sub-consultant of a joint venture [bidding for this project] cannot be a part or sub-consultant for other joint venture bidding for this work. The Consultancy Organisation who is part or sub-consultant in more than one joint venture will cause all the proposals to be declared as disqualified in which the organisation is the part or sub-consultant. The bidder shall explain duties, responsibilities "jointly or severally", of each partner towards execution of this work along with his/her bid. The bidder [the lead member] or his/her authorised representative shall sign each & every page of his/her bid (electronic signatures will not be

accepted). The bidder [joint venture, if not a single organisation] shall nominate to a member, as lead member. NDMC will correspond with lead member only and the lead member on behalf of all members of the joint venture shall sign the contract.

The joint venture [if not a single organisation] shall form a SPV [Special Purpose Vehicle] company as per Indian Acts, Rules, Laws immediately after issue of work order to him/her and get it registered in Delhi. The NDMC shall sign the agreement with SPV, only.

The bidder(s) shall submit the proposal with the following information:

- The firm must show that it has a clear understanding of the sequence of steps necessary to assure concessionaire will meet NDMC goals and objectives in a timely manner.
- The bidder shall submit a detailed methodology by describing each & every step he/she will take to successfully monitor/supervise the project.
- The bidder shall submit a detail in respect of manpower/professionals to be deployed by him/her to accomplish this project. The bidder shall provide a list of professionals on its roll by describing their qualification and experience etc.
- The firm must show that it has experienced and competent engineering and scientific personnel on call on an “as needed” basis.
- The firm must show that it has a good understanding of concessionaire operations and maintenance programs to assure NDMC is getting its desired objective – both in daily collection of MSW and maintenance of waste storage depots, refuse transportation and collection vehicles, workshops, complaint handling cell, IT centre.
- The firm should have “Value engineering” capabilities and be willing to discuss its views with concessionaire in order to improve efficiency of operations and minimize costs.
- The firm should demonstrate that it will provide complete transparency in all of its activities as an independent Consultant, to safeguard NDMC’s long term interests

6. Other details to be submitted along with the bid:

- (i) The background and experience of the bidder. The bidder shall submit a list of similar works executed by the bidder during last ten years. Details of projects shall be provided as per the format provided under Section 4B of this document.
- (ii) The bidder shall submit his/her approach and proposed methodology to execute this work. The bidder shall submit the followings: [the list given below is not exhaustive; the bidder may also add anything extra as deemed fit, for a detailed explanation]:
 - (a) A detailed overall work program, proposed tasks and a bar chart indicating duration of each activity and the timings [stages] for deployment of each expert or other staff member for successful implementation of this Project.
 - (b) An organisation chart and the proposed team to be deployed for execution of this project, by indicating the roles and responsibilities and degree of involvement of each person/expert.
 - (c) A clear narrative description of the tasks and responsibilities of each expert/ staff member within the overall work program.
- (iii) The background and professional experience of each staff member proposed to be deployed for execution of this Project, with particular reference to his/her experience of work relevant to that of the proposed assignment and responsibilities to be borne by him/her in the this assignment. The bidder shall cover all points specifically mentioned in the Terms of Reference and other part of this document.

9. The selected bidder is expected to commence the Assignment within ten days of issue of work order or letter of intent or award of the main project whichever is later.
10. The bidder shall not be permitted to tender for if his near relative is posted as divisional accountant or as an Engineer in any capacity between grades or Engineer in Chief/Chief Engineer (DEMS) and Junior Engineer (Both inclusive) or with private concessionaire executing this project [in any capacity]. He 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 Engineer in Chief/Chief Engineer (DEMS) and Junior Engineer (Both inclusive) or with private concessionaire executing this project [in any capacity]. Any breach of this condition by the bidder would render him liable to reject his/her bid/contract.
11. Any bidder which has been barred or blacklisted by the NDMC, Central Govt., State Govt. and any other Govt. Department/ Semi-Government Department/ Govt. Autonomous bodies from participating in the NDMC projects (PPP or otherwise) or for any other projects in such departments shall not be entitled to participate in the bid and their tenders will be summarily rejected. Every Bidder shall give an affidavit with its Proposal to this effect, clearly mentioning that he has not been blacklisted or debarred. If it comes to the knowledge of the NDMC that a false affidavit has been submitted, the Bidder will be barred or blacklisted and action will be initiated as per the law and provisions of the RFP/ Agreement. In addition to this the NDMC will also lodge a police complaint for initiation of criminal action against the defaulter.

The bidder should submit relevant experience certificate from the concerned department. The experience certificate should clearly mention "satisfactory performance" and the certificate should not be older than 3 months from the date of issue of NIT and should be issued by an officer not below the rank of Executive Engineer or equivalent

12. Technical Evaluation:

The bids shall be evaluated as per the evaluation criteria described in this RfP [Section 2: Information to bidder] and the NDMC would open financial bid of all qualified bidders. The bidder who quotes minimums rates/charges payable by the NDMC and concessionaires [in this case the fee payable to IC shall be shared by NDMC and the private concessionaires in 50:50 proportions [50% by NDMC: 50 % by private concessionaire (of each group) would be L1 bidders. If the rate quoted by the L1 is higher than the justified rates worked out by NDMC, then L1 bidder shall be invited for negotiation. If the L1 bidder fails to bring his/her rate well within the justified rate, the NDMC at its discretion has all rights to invite L2 bidder for negotiation or recall the bids.

The finally selected bidder would be intimated through a "LOI" (Letter of intent).

Earnest money be released by NDMC within 30 days of signing of agreement with finally selected bidder to all unsuccessful bidders.

13. NDMC shall have exclusive rights to accept or reject any or all the proposals [at any stage] without assigning reason. No claim in whatsoever from any bidder for such decision of NDMC shall be entertained.

Yours faithfully,

Sd/-

**Executive Engineer (DEMS) I,
North Delhi Municipal Corporation,
Room No.31, Dr. B. R. Ambedkar Stadium,
Delhi Gate, Delhi
Phone: 9717787037**

Section (II): Information to Consultants (ITC)

2.1 Introduction

2.1.1 PROJECT FRAMEWORK: [Main Project]

For improving the Solid Waste Management Services in the NDMC has already invited RFP from the prospective bidders for the work of Collection and Transportation of Municipal Solid Waste on a long-term Design, Procure, Build, Operate, Maintain and Transfer (DPBOMT) Basis as per MSW (M&H) Rules 2000 (amended time to time) from Select Zone/Group under North Delhi Municipal Corporation. Group 1: City Zone and Sadar Paharganj Zone, Group 2: Karol Bagh Zone, Group 3: Narela Zone. One group will be awarded to only one bidder.

The Scope of Work includes the collection of MSW from dhalao, community dustbins, bins, open waste collection sites in the concession area and transfer it either directly to the designated waste disposal facility (landfill/dumping site/waste processing facility) or to transfer station and then its transportation to designated waste disposal facility {Bhalswa SLF site, and/or Okhla Waste to Energy processing Facility or any other site ("designated site")} as decided & communicated by NDMC. Scope of work also includes providing collection and placing requisite numbers of containers/bins of adequate size and appropriate design for commercial places, like vegetable markets, slum areas, markets, other places of high footfall including open sites and as required in the concession area etc. including proper maintenance and sanitation of all project facilities.

Presently the waste generation from the three Zones is as under: GROUP	Zones in Group	Approximate Waste Generation in MT/Day	Designated Waste Facility
Group 1	Sadar Paharganj Zone	450	Bhalswa SLF and Okhla Waste to Energy Processing Facility
	City Zone	300	Do-
Group 2	Karol Bagh Zone	500	Bhalswa SLF and Okhla Waste to Energy Processing Facility
Group 3	Narela Zone	400	Bhalswa SLF

All the bidders are required to submit a Comprehensive Technical Proposal, indicating their plan of action to deal with the job of waste collection and transportation from the Concession area to designated disposal sites, maintenance and modification of Waste Storage Facilities meeting all the requirements of MSW (M&H) Rules 2000 (amended from time to time), Plastic Waste Rules, Hazardous Waste Rules, Bio Medical Waste Rules, E-Waste Rules and complying with Environmental Rules and Acts, and any other related rules and acts.

The technical bid shall elaborate collection and transportation of MSW:

i. Collection

- (a) The management of collected MSW from dhalaos/ dustbins/ open sites/ bins, or any other site designated for the purpose time to time.
- (b) Modification, upgrading and maintenance of waste storage facilities, to keep pace with the changing time.
- (c) Keeping 15 m radius surroundings of dhalaos/dustbins/other open waste collection points clean all the time,
- (d) To ensure that garbage does not get mixed with C&D waste, hazardous waste, bio medical waste and drain silt etc.
- (e) To deploy the collection bins of required capacity and appropriate design at appropriate sites in concession area including market places, unauthorized areas, religious places, weekly markets, places of heavy footfall, also in the areas where collection points are at far off distance places and any other place as notified by the department from time to time and their lifting arrangements on daily basis, as and when required.
- (f) Construction of Transfer Station and Workshop including their maintenance.

ii. Transportation

- (a) Waste transportation to transfer station(s) (if required) and then its transportation finally to designated waste facility.
- (b) To maintain the transfer Station/ loading vehicles and bins in spick and span manner.
- (c) System to redress the complaints to ensure disposal in most effective manner.
- (d) Standby arrangements in case of emergencies/ exigencies.
- (e) System to redress breakdowns in the shortest response time.
- (f) System to be adopted for unauthorized colonies and other congested areas and open sites created from time to time in the area.

Copy of the RFP document and Draft Concession agreement along with the Pre-bid replies and amendments of the main project is available in the office of EE (DEMS) I, which can be seen on any working day during working hours. This is necessary, as the Independent Consultant (I.C) to be appointed shall be responsible to monitor the performance of the concessionaire in respect of main project in true spirit of the Concession Agreement to be signed by NDMC with the concessionaire of each group, in their respective jurisdiction. In case of any confusion, the MSW (M&H) Rules 2000 shall be followed in its true spirit

2.1.2 ENGAGEMENT OF INDEPENDENT CONSULTANT:

REQUEST FOR PROPOSALS (RfP)

This RfP is for appointment of an Independent Consultant [IC] to monitor the performance of the concessionaire on day to day basis. The IC shall be supervising & monitoring the main project, so as to ensure that the work is being executed strictly in compliance of the terms & conditions of the concession agreement to be signed by the private concessionaire in their respective jurisdictions with NDMC. The scope of work of Independent Consultant is clearly mentioned in Schedule F of this RFP.

INDEPENDENT CONSULTANT:

The NDMC shall also deploy its Engineer to supervise the work.

The IC shall supervise all parts of the main project and suggest corrective measure(s) to the NDMC for its approval and shall also ensure successful execution, implementation of the main project. The IC shall not only suggest the corrective measures but also shall ensure that all approved corrective measure(s) by NDMC [as per suggestion of IC] are being implemented by the concessionaire in the field in its true spirit, for the successful implementation/execution of the main project; failing which he/she will suggest penalty against concessionaire. The IC shall ensure that work is carried out smoothly and efficiently as stipulated in the RfP & Agreement document of the main project(s) without any inconvenience to the general public/citizens.

The IC shall evaluate the performance of the concessionaire as described in the RfP & Agreement document of the main project, on daily basis in prescribe formats for purpose; so as to ensuring that work is undertaken by the concessionaire strictly in accordance to the terms and conditions of the RfP & Agreement document of the main project. The IC shall suggest penalties and shall verify/certify the bills submitted by the concessionaire, so as to the NDMC may release the payment to the private concessionaire, strictly in accordance to the performance level achieved by an individual private concessionaire as per agreement.

During daily inspection; a representative of concessionaire shall invariably accompany the inspection team as constituted by IC [and approved by NDMC]. The daily performance sheet shall be signed by the IC and the authorised representative of the concessionaire and NDMC.

- 2.1.3 Consultancy Organisations must familiarize themselves with main project [RFP & Draft Concession Agreement, Reply to Pre-bid Queries and amendments] to be executed by the concessionaire and the local conditions; so as to the firm may prepare their proposal with proper knowledge and submit the same to NDMC. The bidder is requested to make a visit of all four zones [under reference] and the SLF sites namely Bhalswa SLF and Okhla Waste to Energy Facility where the concessionaire shall dump the collected MSW/waste. In case of need of any help or clarification, the bidder may feel free to contact the office of: **The Executive Engineer (DEMS) I, North Delhi Municipal Corporation, Room No.31, Dr. B. R. Ambedkar Stadium, Delhi Gate, Delhi, Phone: 9717787037.**
- 2.1.4 The NDMC will assist to the selected bidder in obtaining licenses and permits etc. enabling them to carry out the services smoothly and also make available relevant project data and reports already available with NDMC.
- 2.1.5 The bidder is to note that (i) the costs of making field visits, preparing the proposal, submission of proposal and undertaking negotiation for the contract etc. is the exclusive responsibility of the bidder & NDMC shall not entertain any claim from bidder side [what so ever] in the matter and (ii) the NDMC reserves the right not to accept any and or reject all the proposals without assigning any cause, at any stage.
- 2.1.6 The selected bidder shall be liable to pay all taxes, duties, fees, levies and other statutory imposition as may be levied under the existing, amended or enacted laws during the life of this contract, directly to the department concerned and shall submit a copy of the same [as a proof] to NDMC.
- 2.1.7 Service Tax [only] at the prevailing rate will be reimbursed by the NDMC.

2.2 GENERAL CONDITIONS OF THE CONTRACT

2.2.1 LANGUAGE AND LAW

2.2.1 The language of the contract is English and the law governing the contract is that in force in the State of Delhi only.

2.2.2 DEFINITIONS

2.2.2.1 “NDMC” means the North Delhi Municipal Corporation

2.2.2.2 “the Independent Consultant” means the selected bidder.

2.2.2.3 “the Contract” means the contract agreement to be signed between NDMC and the Independent Consultant.

2.2.2.4 “the Contract Agreement” mean copy of the agreement of the main project, this RfP, minutes of pre-bid meetings, any other correspondence made between the NDMC and the selected bidder [prior to signing of agreement] etc.

2.2.2.5 “the Services” means those activities more particularly defined in Article 5 of main concession agreement and all other activities as defined as role of IC, in this RfP or in any part of the concession agreement of the main project.

2.2.2.6 “the Contract Fee” means the total Contract fee to be paid by the NDMC and the concessionaire to the Independent Consultant in 50:50 proportions [50% by NDMC : 50 % by concessionaire of each group] for rendering the services under this contract. However the contract fee, inclusive of 50% share of concessionaire, payable to the Independent Consultant shall be paid through NDMC.

2.2.2. DELEGATION

2.2.3.1. The Executive Engineer (DEMS) of the DEMS Department of NDMC or any other authorised officer of NDMC and notified to the Independent Consultant, shall represent the NDMC in smooth implementation of this contract, including administering the Contract, releasing payments due to the Independent Consultant, issuing and valuing variations to the Contract, awarding extensions of time, and valuing the compensation Events etc..

2.2.3.2. The Independent Consultant shall designate his/her authorised representative and intimate the same to NDMC in writing; who will coordinate with NDMC representative in execution, implementation of this contract.

2.2.4. COMMUNICATIONS

Communications between parties, which are referred to in the conditions, are effective only when are made in writing [in English language only].

2.2.5. TERM OF APPOINTMENT

The initial term of the Independent Consultant shall be 3 years or actual date of termination of main project [whichever is earlier]. The term may be renewed/ extended for a period not exceeding 2 years at a time at the discretion of NDMC with 3.5% increase in the contractual amount per annum for extended period only.

2.2.6. FEES AND PAYMENT TERMS

- 2.2.6.1. Payment shall be made in Indian Rupees, only.
- 2.2.6.2. NDMC shall release the Contract Fee to the IC, after adjusting all penalties recoverable/chargeable from the IC.
- 2.2.6.3. Service Tax as applicable on the above payment from time to time would be reimbursed by NDMC.

2.2.7. PERSONNEL

- 2.2.7.1. The Independent Consultant shall deploy following manpower/ machinery [minimum] for smooth execution, implementation of the project:

Senior Manager [Overall In charge]:	1 No.
Manager [Zones]	2 Nos.
Financial Expert [As per requirement]	1 No.
Supervisor	15 Nos.
Inspection Van:	3 Nos.
Motor Cycle:	9 Nos.

- 2.2.7.2. The IC shall deploy employee possessing qualification as described in terms of Reference [TOR] execution, implementation of this project. The selected bidder shall submit a copy of documents showing qualification of each employee, testimonials in respect of all employees to be employed by IC for execution this contract for perusal, record of NDMC. Working of each employee [engaged by IC] shall also be monitored by NDMC officials, if it is found that a particular employee is not giving desired results he/she be deleted from the roll and IC shall employ another employee to replace him/her.
- 2.2.7.3. The Independent Consultant is responsible for all acts and omissions of its employees engaged by them. Also, the Independent Consultant shall extend, provide all facilities to his/her employees as required, described in the labour related laws or in any other relevant law.

2.2.8. INSTRUCTIONS FOR SUBMISION OF BILLS:

- 2.2.8.1 The selected bidder shall submit his/her monthly bill [invoices] towards contract fee to NDMC & Concessionaire in duplicate. The bill [in respect of preceding month] must reach to NDMC latest by 7th day of next month. The contract fee shall be shared by NDMC and the private concessionaire in 50:50 proportions [50% by NDMC: 50 % by concessionaire of each group]. However the contract fee, inclusive of 50% share of concessionaire, payable to the Independent Consultant shall be paid through NDMC.
- 2.2.8.2. All invoices shall be signed by the authorised representative of the IC.
- 2.2.8.3. Any invoice not presented in accordance with the above may be rejected by NDMC and delay in releasing the payment shall be exclusive responsibility of the IC.

2.2.9. INDEMNITIES:

- 2.2.9.1 Each party shall be liable for and indemnify the other Party against losses, expenses and claims for loss or damage to physical property, personal injury, and death caused by his own acts or omissions.
- 2.2.9.2 The Independent Consultant shall be solely responsible for and shall indemnify and hold harmless the NDMC from all claims, liabilities and costs of action in respect of injury to or death of any person in the employment of the Independent Consultant or any of its Subcontractors.
- 2.2.9.3 The Independent Consultant shall indemnify and hold the NDMC harmless against all third-party claims of infringement of industrial design or intellectual property rights arising from the use or provision of the works, including any Plant, Construction Documents or Materials, or any part thereof.

2.2.10 TERMINATION AND DISPUTE RESOLUTION

- 2.2.10.1 NDMC shall have exclusive right to terminate this assignment after providing written notice of 30 days to the other party.
- 2.2.10.2 The NDMC and the Independent Consultant shall make every effort to resolve amicably, any disagreement or dispute arising between them, by formal or informal negotiations.
- 2.2.10.3 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred to an arbitrator, for resolution that the same is referred in terms of the Clause 2.2.16.

2.2.11 CONFIDENTIALITY

- 2.2.11.1 The Independent Consultant to maintain secrecy and confidentiality of the information/documents received by it and knowledge acquired by it from NDMC, in the course of performance of the Services. This obligation shall not apply to information in the public domain, already known/deemed to be known to the public or information acquired from a third party or information required to be disclosed to a court or government agency or pursuant to any statute. The Independent Consultant shall wherever possible, inform NDMC before submission of any information to a court or government agency pursuant to such statutory obligation.
- 2.2.11.2 The Independent Consultant and NDMC hereby agree and undertake to treat all correspondence including calculation sheets and other documentation exchanged between the Independent Consultant and NDMC with regard to the Services as confidential and privileged, unless otherwise agreed to by the Parties.

The obligation of confidentiality will extend up to a period of 6 months after expiration or termination of this Agreement and settlement of accounts and resolution of disputes between the Parties.

2.2.12 PERFORMANCE SECURITY:

The IC shall for due and punctual performance of obligations during the entire contract period shall deliver a sum of Rs 10, 00,000/- [Rs Ten Lacs only] or a sum equal to three months Concession fee payable to IC, whichever is more; as performance security to NDMC, on or before the signing of this agreement, a demand draft OR a bank Guarantee from a

Nationalized bank. The Performa for bank guarantee is enclosed herewith as Section VI of this RfP. The performance security shall be valid for the entire Contract period. The Earnest Money will be refunded after submission of the Performance Security by successful bidder.

2.2.13 FRESH PERFORMANCE SECURITY:

In the event of encashment of the Performance Security by NDMC pursuant to Encashment Notice issued in accordance with the provisions of Termination due to Event of Default of IC, the IC within 30 (thirty) days of the Encashment Notice shall furnish a fresh Performance Security to NDMC, failing which NDMC shall be entitled to terminate this Agreement in accordance with the provisions of this Agreement.

2.2.14 EVENT OF DEFAULT & PENALTIES:

In the RfP & Draft Agreement document the role of IC has been described in detail. The IC shall inspect all/ each & every activities of the work throughout the contract period. The IC shall monitor the performance of the concessionaire on day to day basis. The IC shall be supervising & monitoring the main project, so as to ensure that the work is being executed strictly in compliance of the terms & conditions of the concession agreement signed by the concessionaire in their respective jurisdiction with NDMC.

The IC shall verify the monthly bills of all concessionaire(s), strictly in accordance to their performance.

The IC while making daily inspection(s) shall bring out all defects in the working of concessionaire(s); in the knowledge of the concessionaire as well as Engineer in charge and get them rectified immediately failing which he/she shall submit his/her recommendations to the NDMC on the very next day of inspection by 10.00 AM. The IC shall submit daily inspection report [of previous day] to the Engineer in charge by 10.00 AM of the next day; failing which IC shall be fined Rs 10,000/- per day per default. (Shall be uploaded on the web site prepared by the Concessionaire).

Also, the IC shall submit his/her daily/weekly/monthly report(s) to Engineer in charge[NDMC] as per main concession agreement, scope of work of this RFP, along with suggestion in respect of penalties to be imposed on concessionaire as per formats, all measures required for improvement of the performance of private concessionaire; failing which IC shall be fined Rs 10,000/- per day per default. Further if it is found that fake reports has been submitted by I.C. without any inspection/verification then termination notice may be issued by Engineer in charge [NDMC] along with lodging of criminal complaint in the police station

Any default(s) as described above persists for more than 3 times in a month; the engineer in charge may issue Termination Notice (the "Preliminary Notice") to IC.

2.2.15 FORCE MAJEURE

No failure or omission by either Party to carry out or observe any of the terms and conditions of this Agreement shall give rise to any claim against the Party in question or be deemed a breach of this Agreement if such failure or omission arises from any of the causes beyond the reasonable control of that Party, including, without limitation, war, warlike operation, insurrection, riot, fire, explosion; accident; governmental act, material control regulations or other acts of God, act of the public enemy, epidemic and quarantine restriction provided that the non-performing party has provided the other party with

prompt written notice of the obligations it will not be able to perform and has taken all reasonable care to minimize the effect of any such force majeure situation. If a force majeure event that prevents the Contractor from performing its obligations under this Agreement, does not end within thirty (30) days, then the NDMC shall be entitled by written notice to terminate this Agreement.

2.2.16 ARBITRATION

If the parties are unable to resolve the Dispute by way of amicable settlement in accordance as above, the parties shall refer such Dispute for Arbitration. Any dispute or difference of any nature whatsoever or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this Agreement shall be referred to the Sole Arbitrator appointed by the Commissioner of the NDMC or some other Engineer[s] of the NDMC who may be nominated by the Commissioner. The IC will not be entitled to raise any objection to any such Arbitrator on the ground that the Arbitrator is an Engineer of the NDMC or that he has to deal with the matters to which the contract relates or that in the course of his duties as an Engineer of the NDMC he had expressed views on all or any of the matters in dispute or difference. In the event of the Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Commissioner as aforesaid at the time of such transfer, vacation of office or inability to act, shall designate another person to act as Arbitrator in accordance with the terms of the Agreement such person shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this Agreement that no person other than the Commissioner of the NDMC as aforesaid shall act as Arbitrator as here under. The Award of the Arbitrator so appointed shall be final, conclusive and binding on all parties to the Agreement, subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications/amendments of or re-enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration proceedings under this clause.

The Award shall be made in writing within three months after entering upon the reference or within such extended time with mutual consent of the parties as the Sole Arbitrator shall by writing under his own hands make.

The place of arbitration shall be New Delhi only. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the Indian Laws, only.

Each Party shall bear the cost of preparing and presenting its own case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the arbitration award otherwise provides. The award of the arbitration panel shall be final and binding and neither Party shall be entitled to commence or maintain any action in a court of law upon the Dispute, except for the enforcement of an arbitral award granted pursuant to this part.

2.2.17 FRAUD AND CORRUPT PRACTICES

The Applicants and their respective Engineers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and after award of contract. Notwithstanding anything to the contrary contained herein, the Authority shall reject an Application 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 in the Bidding Process.

Without prejudice to the rights of the Authority under Clause hereinabove, if an Applicant is found by the Authority 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 Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ/RFP issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority 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.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "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 Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Contract 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 the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- (b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- (c) "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 Bidding Process;
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) "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 Bidding Process.

2.2.18 MISCELLANEOUS

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

NDMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Applicant in order to receive clarification or further information;
- (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or
- (e) 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.

It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, 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.

2.3 Clarification and Amendment of RFP Documents:

2.3.1 The bidder is requested to go through the RfP document very carefully and he/she may submit his/her queries to NDMC in writing, two days prior of pre-bid meeting. Any request for clarification must be sent in writing by mail, facsimile, or electronic mail addressed to **The Executive Engineer (DEMS), North Delhi Municipal Corporation, Room No.31, Dr. B. R. Ambedkar Stadium, Delhi Gate, Delhi.**[email address:- mkumargupta@ymail.com] The NDMC will respond by facsimile or electronic mail to such requests and will send copy of the NDMC response to all prospective bidders who intend to submit their proposals under this bid. The replies to the queries submitted [prior to pre-bid meeting] shall be made part of the contract agreement to be signed by NDMC and the selected bidder.

2.3.2 At any time before the submission of technical proposals, the NDMC may, for any reason, whether at its own initiative or in response to a clarification requested by an invited bidder, may modify the RFP documents by issuing amendment. The amendment[s] will be sent in writing by facsimile or electronic mail to all prospective bidders who intend to submit their proposals under this bid. These amendments will be binding on all bidders. The NDMC at its discretion may extend the deadline for the submission of proposals.

2.4 Preparation of Proposal

2.4.1 The bidders are requested to submit Technical and Financial Proposals in English language only. Request for Proposal, Addendums, replies to the pre-bid queries received from NDMC shall be attached at the end of Technical Proposal.

2.4.2 The bidder shall appoint its authorised representative, who will sign the proposal on its behalf by issuing a written power of attorney. The bidder shall attach a copy of the said power of attorney with the technical proposal [Refer section VI(6A)].

2.5 Technical Proposal:

- 2.5.1. The bidder is requested to go through the RfP document with proper attention.
- 2.5.2. While preparing the technical proposal, Consultancy Organisations must give particular attention to the following:

Technical proposals shall need to be placed in one sealed envelope clearly marked thereon Name of work:- “Collection and Transportation of Municipal Solid Waste on a long-term Design, Procure, Build, Operate, Maintain and Transfer (DPBOMT) Basis as per MSW (M&H) Rules 2000 (amended time to time) from Select Zone/Group under North Delhi Municipal Corporation. Group 1: City Zone and Sadar Paharganj Zone, Group 2: Karol Bagh Zone, Group 3: Narela Zone. Sub Head: Engagement of Independent Consultant. - TECHNICAL PROPOSAL”. Similarly the financial proposals shall need to be placed in one sealed envelope clearly marked thereon as Name of work:- “Collection and Transportation of Municipal Solid Waste on a long-term Design, Procure, Build, Operate, Maintain and Transfer (DPBOMT) Basis as per MSW (M&H) Rules 2000 (amended time to time) from Select Zone/Group under North Delhi Municipal Corporation. Group 1: City Zone and Sadar Paharganj Zone, Group 2: Karol Bagh Zone, Group 3: Narela Zone. Sub Head: Engagement of Independent Consultant. - FINANCIAL PROPOSAL”.

The bidder shall submit his/her bid manually.

The bidder may undertake this work either individually as a proponent or as a partner in a joint venture, in which each partner will be jointly and severally responsible for execution of the contract. The organisation which is part or sub-consultant of a joint venture [bidding for this project] cannot be a part or sub-consultant for other joint venture bidding for this work. The Consultancy Organisation who is part or sub-consultant in more than one joint venture will cause all the proposals to be declared as disqualified in which the organisation is the part or sub-consultant. The bidder shall explain duties, responsibilities “jointly or severally”, of each partner towards execution of this work along with his/her bid. The bidder [the lead member] or his/her authorised representative shall sign each & every page of his/her bid (electronic signatures will not be accepted). The bidder [joint venture, if not a single organisation] shall nominate to a member, as lead member. NDMC will correspondence with lead member only and the lead member on behalf of all members of the joint venture shall sign the contract.

The joint venture [if not a single organisation] shall form a SPV [Special Purpose Vehicle] company as per Indian Acts, Rules, Laws immediately after issue of work order to him/her and get it registered in Delhi. The NDMC shall sign the agreement with SPV, only.

Any firm/company or a corporate body or consortium or its sister concern, already working in Delhi as concessionaire in solid waste management in any Municipal Corporation of Delhi shall be barred for participating in this bidder process and on detection of any remote connection of prospective bidder in any regard with these companies/consortium shall make that bidder disqualified at any stage of the bidding process.

The bidder is requested to submit technical and financial proposals, simultaneously in two separate sealed envelopes. For detailed information concerning the services, please refer to the Term of Reference of this document.

The bidder(s) shall submit the proposal with the following information:

- The firm must show that it has a clear understanding of the sequence of steps necessary to assure concessionaire will meet NDMC goals and objectives in a timely manner.
- The bidder shall submit a detailed methodology by describing each & every step he/she will take to successfully monitor/supervise the project. The bidder shall submit a detail in respect of manpower/professionals to be deployed by him/her to accomplish this project. The bidder shall provide a list of professionals on its roll by describing their qualification and experience etc.
- The firm must show that it has experienced and competent engineering and scientific personnel on call on an “as needed” basis.
- The firm must show that it has a good understanding of concessionaire operations and maintenance programs to assure NDMC is getting its desired value – both in daily collection of residential solid wastes and subsequent processing to minimize land filling.
- The firm should have “Value engineering” capabilities and be willing to discuss its views with concessionaire in order to improve efficiency of operations and minimize costs.
- The firm should demonstrate that it will provide complete transparency in all of its activities as an independent Consultant, to safeguard NDMC’s long term interests

2.5.3. The technical proposal should provide the following information using the Technical Proposal-Forms (Section IV):

Form 4B – Organisation’s Relevant Experiences:

The background and experience of the bidder. The bidder shall submit a list of similar works executed by the bidder during last ten years. Details of projects shall be provided as per the format provided under Section 4B of this document.

- The applicant should demonstrate that it has independent measurement techniques to assess performance of concessionaire – i.e. financial, accounting and auditing procedures to be observed by concessionaire. Also, the applicant shall have required skill to verify accuracy of concessionaire’s claims strictly in accordance to the RfP & Agreement document of the main project i.e. monthly tipping fee bill(s) etc.
- The applicant should demonstrate that their key staffs have appropriate qualification(s) to supervise/monitor all activities of the main project.

The name, background and professional experience of each staff member to be deployed for execution of this Project, with particular reference to his/her experience of work relevant to that of the proposed assignment and responsibilities to be borne by him/her in the this assignment. The bidder shall cover all points specifically mentioned in the Terms of Reference and other part of this document.

Form 4C – Comments and Suggestions on TOR

Comments on Term’s of Reference [TOR] : The bidder may submit his/her comments on broad scope of work i.e. article 5 of the main concession agreement and other works to be carried out by IC [as defined in RfP & Agreement document of main project] in **Form 4C** for ensuring smooth implementation of the project.

Form 4D – Approach and Methodology:

The bidder shall submit his/her proposed methodology to execute this work in Form 4D:

The bidder shall submit his/her approach and proposed methodology to execute this work. The bidder shall submit the followings: [the list given below is not exhaustive; the bidder may also add anything extra as deemed fit, for a detailed explanation]:

- (d) A detailed overall work program, proposed tasks and a bar chart indicating duration of each activity and the timings [stages] for deployment of each expert or other staff member for successful implementation of this Project.
- (e) An organisation chart and the proposed team to be deployed for execution of this project, by indicating the roles and responsibilities and degree of involvement of each person/expert.

A clear narrative description of the tasks and responsibilities of each expert/ staff member within the overall work program.

The bidder shall submit detailed methodology in the shape of a write-up to demonstrate his/her understanding towards the Project requirements and how he/she proposes to address each activity like lifting of garbage from designated sites [dust bin, dhalaos & open sites], ensuring deployment of dhalaos attendant, keeping clean its surroundings [the designated sites] [within 15 meter circle], advertisement on dhalaos, segregation & testing of garbage, O & M of various assets, mass awareness programme, weighing of garbage at SLF site and verification of concessionaire bill, write-up will help to NDMC in evaluating bidder understanding towards work.

The firm must show that it has a clear understanding of the sequence & steps to ensure smooth implementation of each activity of the main project in a timely manner.

The firm must show that it has a good understanding of concessionaire operations and maintenance programs to ensure NDMC gets full value for its money, to be paid to the private concessionaire.

The firm should have "Value engineering" capabilities and be willing to discuss its views with concessionaire in order to improve efficiency of operations and to minimize costs.

The firm should demonstrate that it will provide complete transparency in all of its activities as an independent Consultant, to safeguard NDMC's long term interests.

Form 4E & 4F – Details of Key Personnel and Team Members/CVs

The project demands that the bidder have experienced staff in planning, detailed designing of mass awareness programme, supervision of lifting of garbage from designated sites [dust bin, dhalaos & open sites], ensuring deployment of dhalaos attendant, keeping clean its surroundings [the designated sites] [within 15 meter circle], advertisement on dhalaos, segregation & testing of garbage, O & M of various assets, mass awareness programme, weighing of garbage at SLF site and verification of concessionaire bill.

The bidder shall also show that their key staffs have appropriate qualification(s) to supervise/monitor all activities of the main project.

The bidder shall provide an organization chart for the project team showing names,

responsibilities and reporting lines of consultant's key staff and team members including task assigned to each team member.

The bidder shall ensure that the staff shown in the organization chart are sufficient for effective and complete delivery of services and shall not change the personnel in this organization chart unless required by the NDMC.

The bidder's organization chart shall be supplemented by narrative accounts of the roles and responsible and degree of involvement of each person or post Proposed.

The bidder shall submit a signed CV of the proposed Key Personnel, by candidate and the authorized representative submitting the proposal in prescribed **Form 4F**. Electronic signature on CV will not be accepted. The bidder shall also submit the estimated time schedule for the Key Personnel as per **Form 4G**.

The technical proposal shall not include any financial information.

Form 4H - Financial capability

The bidder(s) should have minimum turnover & net worth during last three years [2011-12, 2012-13 & 2013-14] as follow:

Turnover: Rs 100.00 Lacs [Turn over: Annual Gross Revenue earned by the bidder]

Net Worth: Rs 25.00 Lacs [Net Worth For Company = (Subscribed and Paid-up Equity + Reserves) – (Revaluation reserves + Miscellaneous expenditure not written off)]

In case, Financial Statement(s) of the firm are not in Indian Rupees; the conversion to Indian Rupees shall be clearly indicated. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. The exchange rate(s) applied shall be clearly stated. NDMC reserves the right to use any other suitable exchange rate for the purpose of evaluation uniformly for all Applicants.

The Financial shall be, Year 1; 2011-12 Year 2; 2012-13 and year 3; 2013-14.

The Applicant shall provide the audited financial statements as required by this RfP.

Form 4J:

Form 4J - The Consultancy Organisations may submit any additional information they may consider most relevant to justify their capability but not being covered in else where in this RFP.

2.6. Financial Proposal:

- 2.6.1. The Financial Proposal shall be submitted in the prescribed Sample Forms (Section V). The rate quoted by the bidder shall be inclusive of everything except the Service Tax. The Service Tax [at the applicable rate] shall be payable separately. Nothing extra, on any account shall be payable to the selected bidder.
- 2.6.2. The proposal shall be valid for 5 months from the date of submission of proposal or the date of negotiation whichever is later. However, if NDMC request the bidder for further extension of validity of proposal, rate; the bidder at its discretion may extend the validity of proposal,

rate; but if bidder proposes to extend validity of proposal, rate; at the request of NDMC then it would be without any additional financial implications in the matter.

2.7. Submission, Receipt, and Opening of Technical and Financial Proposals:

Technical proposals shall need to be placed in one sealed envelope clearly marked there on Name of work:- "Collection and Transportation of Municipal Solid Waste on a long-term Design, Procure, Build, Operate, Maintain and Transfer (DPBOMT) Basis as per MSW (M&H) Rules 2000 (amended time to time) from Select Zone/Group under North Delhi Municipal Corporation. Group 1: City Zone and Sadar Paharganj Zone, Group 2: Karol Bagh Zone, Group 3: Narela Zone. Sub Head: Engagement of Independent Consultant. - TECHNICAL PROPOSAL". Similarly the financial proposals shall need to be placed in one sealed envelope clearly marked thereon as Name of work:- "Collection and Transportation of Municipal Solid Waste on a long-term Design, Procure, Build, Operate, Maintain and Transfer (DPBOMT) Basis as per MSW (M&H) Rules 2000 (amended time to time) from Select Zone/Group under North Delhi Municipal Corporation. Group 1: City Zone and Sadar Paharganj Zone, Group 2: Karol Bagh Zone, Group 3: Narela Zone. Sub Head: Engagement of Independent Consultant. - FINANCIAL PROPOSAL".

The bidder shall submit his/her bid manually.

- 2.7.1. The proposals shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to correct errors made by the bidder itself. Each correction must be signed/initialed by the authorised person or persons who sign(s) the financial proposals.
- 2.7.2. The authorized representative of bidder shall initials all pages of the technical and financial proposals.
- 2.7.3. The bidder is required to submit his/her bid manually.

Manual Submission:

One (1) copy marked as "ORIGINAL" and one (1) copy marked as "COPY" and one electronic copy in separate "CD" of the technical proposal; in one sealed envelope clearly marking therein "Proposal for Appointment of Independent Consultant [IC] to independently monitor the work of "Collection and Transportation of Municipal Solid Waste on a long-term Design, Procure, Build, Operate, Maintain and Transfer (DPBOMT) Basis as per MSW (M&H) Rules 2000 (amended time to time) from Select Zone/Group under North Delhi Municipal Corporation. Group 1: City Zone and Sadar Paharganj Zone, Group 2: Karol Bagh Zone, Group 3: Narela Zone. Sub Head: Engagement of Independent Consultant., as per the time schedule defined in the RFP up to 03.00 P.M. to The Executive Engineer (DEMS), North Delhi Municipal Corporation, Room No.31, Dr. B. R. Ambedkar Stadium, Delhi Gate, Delhi Phone: 9717787037.

One copy of the financial proposal; in one sealed envelope clearly marking therein "Proposal for Appointment of Independent Consultant [IC] to independently monitor the work of "Collection and Transportation of Municipal Solid Waste on a long-term Design, Procure, Build, Operate, Maintain and Transfer (DPBOMT) Basis as per MSW (M&H) Rules 2000 (amended time to time) from Select Zone/Group under North Delhi Municipal Corporation. Group 1: City Zone and Sadar Paharganj Zone, Group 2: Karol Bagh Zone, Group 3: Narela Zone. **Sub Head:** Engagement of Independent Consultant., as per the time

schedule defined in the RFP up to 03.00 P.M. to The Executive Engineer (DEMS), North Delhi Municipal Corporation, Room No.31, Dr. B. R. Ambedkar Stadium, Delhi Gate, Delhi **Phone: 9717787037.**

The technical & financial proposals envelopes shall again be placed in a single envelop, clearly marking therein "Proposal for Appointment of Independent Consultant [IC] to independently monitor the work of "Collection and Transportation of Municipal Solid Waste on a long-term Design, Procure, Build, Operate, Maintain and Transfer (DPBOMT) Basis as per MSW (M&H) Rules 2000 (amended time to time) from Select Zone/Group under North Delhi Municipal Corporation. Group 1: City Zone and Sadar Paharganj Zone, Group 2: Karol Bagh Zone, Group 3: Narela Zone.

- 2.7.4. If there are any discrepancies between the original and the copy of the proposal, the original copy shall prevail.
- 2.7.5. The Envelopes containing technical proposals shall be opened by NDMC, after the closing time in presence of the representatives of bidder's who wish to remain present during opening of technical proposal. The envelope containing Financial Proposal shall be signed by the NDMC officials and shall be kept in custody of the NDMC, unopened.
- 2.7.6. NDMC shall open the financial bid of all technically qualified bidders, only. The earnest money of the un-qualified bidders shall be refunded by NDMC within 30 days of signing of agreement with selected bidders.

2.8. Proposal Evaluation:

- 2.8.1. The NDMC shall evaluate the technical bids independently, if any bidder who tries to influence NDMC in the NDMC's proposal evaluation, proposal comparison or contract award decisions; may result in rejection of his/her proposal.

2.9. Evaluation of Technical Proposals

- 2.9.1. The technical proposals shall be evaluated on the basis of followings:

Evaluation Criteria			
S. N.	Criteria	Max. Marks	Minimum Marks req.
1.	Organisation's Relevant Experience	25	25
2	Financial capability	10	10
3.	Approach and Methodology, work plan and understanding of TOR	45	30
4.	Key Personnel and Team Members	20	15
Total:-		100	80

Note: - The bidder is required to score minimum 80 marks for to be declared as technically qualified bidder. The NDMC shall open financial bids of technically bidders, only. CV's of One Senior Manager, Three Managers and One Financial Expert are to be submitted with Technical proposal and same would be considered for evaluation. The final bid document shall be approved by NDMC and form part of the awarded contract.

2.10. LATE BIDS

Late submitted bids will be summarily rejected.

2.11. INTERPRETATION OF RFP & DOCUMENT

NDMC has prepared the RfP & Agreement document with due care; however if there is any doubt; the bidder shall brought out the same in writing in the knowledge of NDMC at least seven days prior to the Pre-bid meeting. However, this is made clear the interpretation of any clause as made by NDMC shall be final & binding on all bidders.

2.12. TESTS OF RESPONSIVENESS

Prior to evaluation of technical proposal, Department will determine whether each Proposal is responsive to the requirements of this RfP document or not. A Proposal submission shall be considered responsive if it:

- a. is received by the proposal Submission Due Date including any extension thereof as decided by NDMC,
- b. is signed, sealed and marked as stipulated,
- c. is accompanied by the earnest money,
- d. Contains all the information as requested in this RfP document,
- e. Mentions the validity period as stipulated in the RfP documents and
- f. it does not contain any condition.

2.13. PREBID MEETING

- A pre-bid meeting shall be held for any clarifications and replies to the queries of bidders.
- A pre-bid meeting shall be held under the chairmanship of Chief Engineer (DEMS) in the 8th Floor, Dr. S.P.M. Civic Centre, New Delhi-02, on **12.12.2014 at 3.00 PM.**
- Bidders will be required to send their queries in writing or mail at least two days prior to the pre-bid meeting to: The Executive Engineer (DEMS), North Delhi Municipal Corporation, Room No.31, Dr. B. R. Ambedkar Stadium, Delhi Gate, Delhi **Phone: 9717787037.**
- NDMC reserves the right not to respond to non-relevant questions raised by Bidding Firm or to provide clarifications. It is sole discretion of NDMC, considers that it would be inappropriate to do so. Nothing in this section shall be taken or read as compelling or requiring NDMC to respond to any questions to provide any clarification. No extension of any deadline will be granted on the basis or grounds that NDMC has not responded to any question or provided any clarification.
- Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder. However, all clarifications and modifications presented in the Addendum will be legally binding on all Bidders irrespective of their attendance at the Pre-Bid meeting/conference.

2.14. AMENDMENT TO RfP DOCUMENT PACKAGE

- a) At any time prior to the deadline for submission of Proposal, NDMC may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RfP Document by the issuance of an Addendum.
- b) Any Addendum thus issued will be sent in writing to all bidders.
- c) NDMC may, at its discretion, extend the Proposal Submission Due Date.

2.15. CLARIFICATION FROM BIDDERS

To facilitate evaluation of Applications, the NDMC, at its sole discretion, may seek clarifications from any Applicant regarding their Application. Such clarification(s) shall be provided within the time specified by the NDMC for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing.

If an Applicant does not provide clarifications sought under Sub-Clause above within the prescribed time, its Application is liable to be rejected. In case the Application is not rejected, the NDMC may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

2.16. LANGUAGE

The Proposal submission and all related correspondences should be written in the English language, only. Supporting documents and printed literature furnished by bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials which are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.17. NDMC's RIGHT TO ACCEPT OR REJECT PROPOSAL

Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

NDMC reserves the right to reject any Application and/ or Bid if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, the supplemental information sought by the Authority for evaluation of the Application, within the time specified by the Authority.

Such misrepresentation/ improper response shall lead to the disqualification of the Applicant/Bidder. If the Applicant/Bidder is a Consortium, then the entire Consortium shall be disqualified/ rejected.

In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by the Authority, that one or more conditions of RfP 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 if not yet appointed as the Contractor either by issue of the LOI or entering into of the Contract Agreement, and if the Applicant has already been issued the LOI or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant.

The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Failure of the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

2.18. SELECTION AND NOTIFICATION

The bidder, who quotes minimum rate/charges payable by the NDMC along with concessionaire, would be the preferred bidder and would be intimated through a "LoI" (Letter of Intent).

2.19. AWARD OF CONTRACT

- a) Upon issuance of the "LoI" the selected bidder shall have to communicate the acceptance of the Contract through a "Letter of Acceptance" within 10 (Ten) days of issue of the "LoI" and sign the CONTRACT agreement within 20 days of issue of "LoI".
- b) If the CONTRACT Agreement is not signed by the preferred bidder within 20 days of issuance of the "LoI" then NDMC reserves the right to withdraw the offer, and proceed ahead in any manner it deems fit. In such an eventuality, the Proposal Security of preferred bidder would be forfeited.
- c) The preferred bidder would have to furnish a Performance Security as specified in the Draft Contract Agreement, before signing of the CONTRACT Agreement. Till such time, the Earnest Money of the successful Bidder would remain effective and will remain in possession of NDMC.

2.20. EXTENSION OF VALIDITY OF BID

In exceptional circumstances, prior to expiry of the original Proposal Validity Period, NDMC may request the pre-qualified Bidders in writing to extend the Proposal Validity Period for a specified additional period.

2.21. CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Consultancy Organisations who submitted the proposals or to other persons not officially concerned with the process, until the award of contract is notified to the successful organisation.

2.22. CONTRACT PERIOD

The initial term of the Independent Consultant shall be 3 years or actual date of termination of main project [whichever is earlier]. The term may be renewed/ extended for a period not exceeding 2 years at a time at the discretion of NDMC with 3.5% increase in the contractual amount per annum for extended period only.

Section (III): Terms of Reference (TOR)

ENGAGEMENT OF INDEPENDENT CONSULTANT

This RfP is for Appointment of Independent Consultant [IC] to independently monitor the work of "Collection and Transportation of Municipal Solid Waste on a long-term Design, Procure, Build, Operate, Maintain and Transfer (DPBOMT) Basis as per MSW (M&H) Rules 2000 (amended time to time) from Select Zone/Group under North Delhi Municipal Corporation. Group 1: City Zone and Sadar Paharganj Zone, Group 2: Karol Bagh Zone, Group 3: Narela Zone"

ROLE OF INDEPENDENT CONSULTANT:

1. INDEPENDENT CONSULTANT

1.1 Procedure for Appointment

NDMC, preferably prior to the execution of this Concession Agreement, shall invite tenders for appointment of Independent Consultant, on monthly fee basis payable to them. The IC meeting the qualification criteria and quoting the lowest monthly payable fee shall be appointed to act as Independent Consultant for the Project. NDMC shall endeavor to complete the process of appointment of the Independent Consultant within 30 days hereof. The scope of work of the Independent Consultant is set out in this Article.

The initial term of the Independent Consultant shall be 3 years or actual date of termination of main project [whichever is earlier]. The term may be renewed/ extended for a period not exceeding 2 years at a time at the discretion of NDMC with 3.5% increase in the contractual amount per annum for extended period only.

1.2 Payments to Independent Consultant

All fees, costs, charges and expenses payable to the Independent Consultant in accordance with the terms of its appointment (collectively "the Remuneration") shall be shared and borne by both the Parties i.e. Concessionaire and the NDMC equally. NDMC shall pay the Independent Consultant, the Remuneration to IC within 15 days of receiving an invoice from Independent Consultant; however, it shall recover half the remuneration amount paid to IC from the monthly bills of Concessionaire.

No interest will be payable by NDMC if delay in payment is due to non-availability of the funds in the concerned Head of Account. It is further categorically stated that passed bill will be paid only after clearing bills of other contractors pending in queue.

1.3 Replacement of the Independent Consultant

- A. The Parties may replace the Independent Consultant for the time being in any of the following circumstances by giving a 30 day written notice:
 - i. If NDMC or the Concessionaire has reason to believe that the Independent Consultant has not discharged its duties in a fair, appropriate and diligent manner;
 - ii. if the Parties decide not to renew the term of the Independent Consultant;
 - iii. if, in accordance with the terms of its appointment the Independent Consultant resigns or notifies its intention not to continue as the Independent Consultant;
 - iv. Any other circumstance which in the opinion of the Parties warrants replacement of the Independent Consultant.

- B. Subject to the attendant circumstances and unless the Parties otherwise agree, the procedure laid down in Article 5.3 shall, as far as possible, be adhered to for replacement of the Independent Consultant, and the replacement shall be so effected as to maintain continuity in the supervision and monitoring of the Construction Requirements and O&M Requirements.

1.4 Special Condition

No Person appointed as Independent Consultant shall during his tenure of appointment as Independent Consultant, be appointed in any capacity outside this Agreement, either by NDMC or by the Concessionaire

1.5 Role of the Independent Consultant – Scope of Work

The Independent Consultant is 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:

- A. Independently review, monitor and where required by the Agreement, to approve the design, construction, operation and maintenance of the Project Facilities. IC has to ensure compliance of the complete contract by the Concessionaire including but not limited to the Scope of Work at all times that is Implementation period, Operations Plan, Design Requirements, Construction Requirements and O&M Requirements,
- B. Verification and oversee fitness of all transport and loading vehicles to meet all the Rules/Standards (MSW Rules 2000, and other related laws and rules).
- C. Verification and random checks of weighment and Testing of the MSW at the Processing and Landfill Site.
- D. Report to the Parties on the various physical, technical and financial aspects of the Project based on inspections, site visits and Tests,
- E. Assist the Parties in arriving at an amicable settlement of disputes, should the need arise, and
- F. Review matters related to safety and environment management measures adopted by the Concessionaire for the Project.
- G. In case of any non-compliance of the Concession agreement by the Concessionaire inform NDMC in writing and suggest due course of action including but not limited to imposing penalties, issue of preliminary termination notice, the final termination notice etc.. In case of any non-compliance IC shall also help/draft notices for the Concessionaire

1.6 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 section.

1.6.1 Obligations during Implementation Period

The Independent Consultant would monitor, in accordance with Good Industry Practice, the progress in implementation period and shall ensure compliance with the Construction Requirements. For this purpose the Independent Consultant shall undertake, inter alia, the following activities and where appropriate make suitable suggestions:

- (a) Provide administration of the contract in full and in complete accordance with applicable laws;
- (b) Act on the NDMC's behalf as the NDMC's representative regarding all contact with the Concessionaire unless expressly indicated otherwise;
- (c) Maintain assets register in respect of all the project facilities being handed over to Concessionaire from NDMC. Details of all the assets must be recorded in this

register. The asset register should be comprehensive and all the possible details shall be recorded. The Asset register must be completed before issue of COD by making entries of upgraded facilities, movable or immovable, by the Concessionaire. The Asset register will be used while handback of project facilities from the Concessionaire at the completion of the project or at the time of termination.

- (d) Designate tests on materials and/or equipment;
- (e) Review and approve test results and materials and/or equipment used in the Construction Works;
- (f) Interpret the requirements of the contract and make decisions regarding performance of the Concessionaire. The IC shall inform and advise the NDMC, in a timely manner all matters relating to the execution, progress, and completeness of the Construction Works;
- (g) Reject work which fails to comply with the specifications and requirements of the Agreement. Whenever considered necessary or advisable to ensure correction of defective work, the IC may require inspection or testing of such work, whether or not such work be then fabricated, installed, or completed;
- (h) Review, approve or disapprove drawings, samples, and other submissions of the Concessionaire to determine compliance and conformance with the requirements of the Agreement;
- (i) Provide the services of a full time resident project representative during the period commencing from 7 (seven) days from the date of appointment of the PE until the expiry of the IC's appointment;
- (j) Provide the services of experts to check the quality of materials and the workmanship during the installation/construction of the Waste Transfer Facility, Workshop facility, Vehicle Parking Facility, remodeling of Waste Storage Depots including the following:
 - (i) drainage system;
 - (ii) leachate collection and treatment system;
 - (iii) water supply system;
 - (iv) Waste Segregation mechanism i/c magnetic separator, air separator etc;
 - (v) quality control laboratory and associated equipment;
 - (vi) Electrical and lightening systems at all the above facilities.
- (k) Address issues relating to specific site conditions, design modifications, or Concessionaire disputes.

The IC shall prepare and submit to NDMC, Fortnightly Progress Reports containing the following:

- (a) Daily progress sheets of works;
- (b) Slippages (delays), if any, in the construction vis-à-vis planned construction schedule and the reasons thereof;
- (c) Construction schedule for the succeeding week;
 - (i) Report on Tests
 - (ii) Report on notices issued
- (d) Issues, if any, with regard to the works along with the details of the action taken for the resolution of the same;
- (e) Photographic/Video record of progress of works over the previous week.

The IC shall provide all other services as normally provided by an architect-engineer.

1.6.2 Obligations during Active Operations Period

During this period the Independent Consultant would monitor, in accordance with Good Industry Practice, the operations and maintenance activities undertaken by the Concessionaire so as to ensure compliance with the O&M Requirements. The specific activities to be undertaken would include but not limited to the following:

- (a) Provide administration of the contract in full and in complete accordance with applicable laws;
- (b) Act on the NDMC's behalf as the NDMC's representative regarding all contact with the Concessionaire unless expressly indicated otherwise;
- (c) Designate tests on materials and/or equipment;
- (d) Review and approve test results and materials and/or equipment used;
- (e) Interpret the requirements of the contract and make decisions regarding performance of the Concessionaire. The IC shall inform and advise the NDMC, in a timely manner all matters relating to the execution, progress, and completeness of works;
- (f) Reject work which fails to comply with the specifications and requirements of the Agreement. Whenever considered necessary or advisable to ensure correction of defective work, the IC may require inspection or testing of such work, whether or not such work be then fabricated, installed, or completed;
- (g) Review, approve or disapprove drawings, samples, and other submissions of the Concessionaire to determine compliance and conformance with the requirements of the Agreement;
- (h) Provide the services of a full time resident project representative during the period commencing from 7 seven days from the date of appointment of the IC until the expiry of the IC's appointment;
- (i) In addition to the daily responsibilities, conduct a comprehensive inspection of the Project Facilities at least once a month and as and when exigencies require to ascertain conformity with Construction Requirements and O&M Requirements;
- (j) Provide the services of experts to check the quality of materials and the workmanship during the construction of the facilities during the operation and maintenance phase of the project.
- (k) Inspect and certify the quality and quantity of Municipal Solid Waste collected by Concessionaire.
- (l) Review the O&M Plans submitted by the Concessionaire from time to time and assists the Concessionaire in finalizing the same. The Independent Consultant shall also consult NDMC prior to finalization of the O&M Plans;
- (m) Periodically review the O&M Manual for adequacy;
- (n) Monitor Operation and Maintenance activities (including maintenance of Project Facilities and equipment, standards of service, safety and environmental issues) and the overall quality of O&M activities so as to ensure compliance by the Concessionaire with the O&M Requirements, O&M Plan and O&M Manual;
- (o) Review and ascertain the cost variation arising as a result of Change in Law and determine the Additional Cost;
- (p) Undertake a quarterly review of the various records and registers to be maintained by the Concessionaire and suggest suitable remedial measures/ procedures, where necessary.
- (q) Submit Daily Inspection Report
- (r) Submit Daily Penalty Report for all the concessionaire's activities
- (s) Submit Consolidated Monthly Inspection Report
- (t) Submit Consolidated Monthly Penalty Report for all the concessionaire's activities
- (u) **Monitoring at designated Processing and Landfill Site:** The Independent Consultant's prime responsibility would be to monitor the operations at the weighbridge and waste inspection area at the processing and Landfill Site. For this purpose the Independent Consultant shall undertake, inter alia, the following activities:

- a) Verification of the weighment;
- b) Verification of the Testing of the MSW.
- c) Verification of the records generated at the weighbridge and Waste Inspection Area.
- d) Issue "Notice to Remedy" in event of observing non-compliance to O&M Requirements;
- e) If during the course or upon review/inspection undertaken by the Independent Consultant or otherwise, it transpires that either of the Parties are 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 stipulated time as per agreement or such time and in such manner as the Independent Consultant may deem fit and in each case the same shall be recorded.

1.7 Meetings of IC

The IC shall organize and attend regular meetings ("Project Review Meetings" or "PRMs") with the NDMC and the Concessionaire, to be held at least once in every month during the Active Operations Period to report on progress and quality of work performed by the Concessionaire and to discuss problems or other pertinent matters relating to the work.

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 during the Operations Period as also to participate in emergency or extra-ordinary meetings of the Parties held to deal with any Emergency, Force Majeure Event or other exigencies.

The IC shall take notes at the meetings and provide a copy of the PRM minutes to each person who attended the meeting.

The IC shall prepare and submit to NDMC, Monthly Project Reports including the following:

- (a) Report on Tests supported by photographs and videos as required;
- (b) Report on notices issued
- (c) Issues, if any, with regard to the works along with the details of the action taken for the resolution of the same;
- (d) Photographic record of progress of works over the previous week.

1.8 Conducting Random Inspections

The Independent Consultant shall conduct random inspections of the Project Facilities as well as the operations as follows:

- a) The random inspections may be carried out by visual assessment with careful observation of the specific object/item for identification and for quantification of the deficiencies or damages of the Project Facilities and operation and maintenance of the Project Facilities. For this purpose the Independent Consultant can use photographs with time and place record.
- b) Identify hot spot locations and make strategy in consultation with Concessionaire and NDMC to resolve/ control the menace at these locations effectively.
- c) During the random inspections, the Independent Consultant would monitor, in accordance with Good Industry Practice, the operations and maintenance activities undertaken by the Concessionaire so as to ensure compliance with the O&M Requirements;
- d) Issue "Notice to Remedy/Termination" in the event of non-compliance to O&M Requirements and recording the same.
- e) Record and report to the NDMC on the incidents of Material Breach or Persistent Breach of O&M Requirements;
- f)

1.9 Frequency of inspection of Project Facilities

The Independent Consultant shall undertake inspection of the Project Facilities, Facility Site and Workshop Site in such frequency and sample selection as mentioned in the table below:

S. No	Project Facilities	Frequency of inspection	Sample selection requirement
1.	Facility Site	Continuous Monitoring	Check every vehicle for its weight, Cover, vehicle cleanliness, employees dress, contents of the material brought etc.)
2.	Waste Storage Depots	Daily (100%)	To check all the WSDs daily. To identify hot spot locations and carry out their inspections at least twice or as per requirement.
3.	Waste Transfer Station	Daily	To check the Waste Transfer Station.
4.	Workshop Site	At least once a Month	Check for the facilities available at the site like washing arrangement, parking sheds, and repair sheds, vehicle control room etc.)
5.	Transport and Loading Vehicles	At least once a Month	A minimum sample of 1/6 of each category of vehicles deployed in the Concession Area. (Comprehensive check for painting of vehicles, its emission controls) There should not be repetition of the same set of vehicles in the next round of inspection. (All the vehicles/ equipments/ machinery must be inspected comprehensively for all the checks at least once every six months)
6.	Complaint Redressal Cell/IT Cell	At least twice a week	Check all the complaints and see their redressal / action.
7	GPS Monitoring System of the Concessionaire	At least once a week	Ensure it 's working and meeting the O&M requirement (Check to be made on all the vehicles in every inspection).
8	To check Bi-annual review report of fleet requirement and its implementation.	Bi-annual	Shall coordinate with Concessionaire for its timely submission and implementation. Propose penalties for non-compliance as per Schedule of Penalties.
9	To check Bi-annual review report of staff requirement and its implementation.	Bi-annual	Shall coordinate with Concessionaire for its timely submission and implementation. Propose penalties for non-compliance as per Schedule of Penalties.

IC will be required to prepare daily reports in respect of waste collected and transported by the Concessionaire. IC will also prepare daily Penalty statements based on the incidents of non-

compliance by the Concessionaire in respect of all the items as mentioned in the 'Annexure I' Schedule of Penalties of the Concession Agreement.

IC will also compile monthly reports in respect of all the project activities concerning the Project. The monthly reports shall highlight all the activities performed by the Concessionaire, including non-compliances. IC will also prepare monthly tipping fee statement and penalty statement based on the incidents of non-compliance by the Concessionaire in respect of all the items as mentioned in the Schedule of Penalties of the Concession Agreement.

NDMC officials/public representatives may inspect the Concession area and may send their inspection reports for incorporation in the daily reports of the IC to the IC. If the inspection reports made by NDMC officials/public representatives could not be incorporated in the daily inspection report of the IC, for a particular day due to some reasons, the same shall be reflected in the monthly reports. Any action/ penalties based on such inspection reports must be imposed as per the Schedule of Penalties for any non-compliances and the same will be adjusted/deducted from the monthly bill.

1.10 Hand back and Transfer of Project Facilities to NDMC

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

- a) Monitor the compliance with the Hand back and Transfer Requirements as provided in **Article 4** of this Agreement and
- b) Issue a certificate of compliance on satisfactory completion of Hand back and Transfer Requirements by the bidder.

1.11 Maintenance of Records

- a. The Independent Consultant would be required to keep record of all the inspections, monitoring during the implementation, operation and maintenance phase and hand back phase. All his records may be subjected to scrutiny without any prior notice.
- b. The Independent Consultant shall maintain record of the activities undertaken by it in discharge of its functions and responsibilities. The reports shall be supported with the photographs/video recordings. This would include records in respect of the following:
 - a. Manpower deployed and other organizational arrangements of the Independent Consultant;
 - b. Inspections undertaken and notices/instructions issued to the bidder;
 - c. Review compliance by the bidder 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 bidder with Hand back and Transfer Requirements

The Independent Consultant would be required to verify/issue the following reports to the Parties:

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/Termination" in event of non-compliance by the 	Submit reports to NDMC.

	Concessionaire	
	<ul style="list-style-type: none"> • Issue Readiness Certificate 	
2. Monitoring at Weighbridge	<ul style="list-style-type: none"> • Verify weighment slip • Verify monthly Tipping Fee Statement 	<ul style="list-style-type: none"> ☑ Daily Weighment Report ☑ Consolidated Monthly Weighment Report
3. Monitoring at Waste Inspection Area	<ul style="list-style-type: none"> • Verify recording of Inspection results • Verify monthly Tipping Fee Statement and penalties (if applicable) 	<ul style="list-style-type: none"> • Daily Inspection Report • Daily Penalty Report for all the concessionaire's activities • Consolidated Monthly Inspection Report • Consolidated Monthly Penalty Report for all the concessionaire's activities
4. Random Inspections of Project facilities	<ul style="list-style-type: none"> • Advise NDMC on penalties to be imposed on Concessionaire 	Monthly Inspection Report
5. Awareness Campaign	<ul style="list-style-type: none"> • Verify the awareness campaign carried out by the Concessionaire 	Monthly Inspection Report
6. Force Majeure/ Material and Persistent Breach of O&M Requirements/Events of Default.	<ul style="list-style-type: none"> • Issue "Notice to Remedy/Termination" in event on non-compliance Record Events of Default, Material/Persistent Breach of O&M Requirements, Force Majeure Events	
7. Hand back and Transfer of Project Facilities	<ul style="list-style-type: none"> • 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 Hand back and Transfer Requirements 	<ul style="list-style-type: none"> • Issue of compliance certificate of Hand back and Transfer Requirements

1.12 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 breach of O&M requirements with reference to the compliance and tolerance criteria as laid out in of the O&M Requirements.

1.13 Awareness Campaign

The Independent Consultant shall review the Awareness Campaign programme conducted by the bidder.

1.14 General Obligations

The Independent Consultant shall carry out such other functions as may be specifically assigned to it under the agreement including certification of adequacy of insurance and verification of termination payments

Key Personnel and Team Members

The project requires the consultant to provide an adequate number of experienced **staff** in the relevant field and their CV's should reflect desired experience **for their five best projects of last five years (As per format of Form 4F)**. The table below is indicative only and summarizes the time estimated for various key positions. The consultants are required to submit their own manning schedule and key staff assignment for the project.

Designation	Minimum Qualification	Minimum Total / Minimum Relevant Experience	Qty.
Senior Manager	Degree in Engineering/ (Environmental /PHE/Civil) / Planning/ Landscape Architecture.	Minimum 5 years experience in Urban Development, infrastructure works or in field of Environment and sanitation with expertise in monitoring of Garbage Collection, transportation etc.	1
Manager	Degree in Engineering/ (Environmental /PHE/Civil) / Planning/ Landscape Architecture.	Minimum 3 years experience in Urban Development, infrastructure works or in field of Environment and sanitation with expertise in monitoring of Garbage Collection, transportation etc.	2
Supervisor	Diploma in Sanitary/Environment/ Engineering . Or Degree holder [Graduate] in any field.	Minimum 2 year experience in Urban Development, Infrastructure works or in field of Environment and sanitation with expertise in monitoring of Garbage Collection, Transportation etc. Or Three year experience in Solid Waste management.	15

**Independent Consultation [IC] for independently monitor the work of
“Collection and Transportation of MSW” from
Select Zone/Group under North Delhi Municipal Corporation**

Penalty payable by the Concessionaire for Non-Compliance/In-tolerance to Construction/Acquiring of new facility/O&M of the Project Facilities Criteria laid out in Clause 35 [Annexure ‘1’ of RFP Document] for the Month of _____

Name of Concessionaire:

Zone:

Note: - The Performa’s for inspections and to cover all the Penalty Clauses shall be developed by the IC and got approved from NDMC after award of the work. These performas shall be improved upon by the IC in consultation with NDMC from time to time as per the practical requirements of the monitoring and compliance criteria of the Concessionaire(s).

IC shall also be responsible to check the web site daily updating as per the requirements of the RfP and Concession Agreement of the Concessionaires. He shall check the authenticity of the information uploaded on the web site and submit daily report stating the components of the reports found complying and non-complying with the information uploaded on the web site by the Concessionaire. Daily Penalty statement based on the same shall also be submitted by the IC.

Section (IV): Technical Proposal - Sample Forms

- 4A. Technical proposal forwarding letter.
- 4B. Organisation's references.
- 4C. Firm's comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Employer.
- 4D. Approach paper on methodology and work plan for performing the assignment.
- 4E. Composition of the team (personnel) and task(s) of each team member.
- 4F. Format of Curricula vitae for proposed professional staff.
- 4G. Time schedule for professional personnel.
- 4H. Financial capability
- 4I. Additional Information

4 A TECHNICAL PROPOSAL- FORWARDING LETTER

[Location, Date]

To,

The Executive Engineer (DEMS) I,
North Delhi Municipal Corporation,
Room No.31,
Dr. B. R. Ambedkar Stadium,
Delhi Gate, Delhi.

Dear Sir,

We, submit our proposal/offer to Appointment of Independent Consultant [IC] to independently monitor the work of ""Collection and Transportation of Municipal Solid Waste on a long-term Design, Procure, Build, Operate, Maintain and Transfer (DPBOMT) Basis as per MSW (M&H) Rules 2000 (amended time to time) from Select Zone/Group under North Delhi Municipal Corporation. Group 1: City Zone and Sadar Paharganj Zone, Group 2: Karol Bagh Zone, Group 3: Narela Zone"" strictly in accordance with RfP requirements. We are hereby submitting our technical proposal sealed under a separate envelope.

Our technical proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].....

We understand NDMC is not bound to accept any Proposal, it receive.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

Name of Organisation:

Address:

Telephone:

Fax:

E-mail Address:

4B. ORGANISATION'S REFERENCES

Ten Most Relevant Projects Carried Out in the Last Ten Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/entity(profiles):
Name of Employer:		No. of Staff:
Address:		No. of Staff-Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in INR)-
Name of Associated Consultants, if any:		No of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff/organisation:		

Authorized Signatory:

Name and Title of Signatory:

Name of Organisation:

Address:

Telephone:

Fax:

E-mail Address:

**4C. ORGANISATION COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE
TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO
BE PROVIDED BY THE EMPLOYER**

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

Authorized Signatory:

Name and Title of Signatory:

Name of Organisation:

Address:

Telephone:

Fax:

E-mail Address:

**4D. APPROACH PAPER ON METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

Authorized Signatory:

Name and Title of Signatory:

Name of Organisation:

Address:

Telephone:

Fax:

E-mail Address:

4E. Composition of the Team (Personnel) and Task of Each Team Member

1. Key Personnel		
Name	Position	Task

2. ON SITE ORGANIZATION CHART PROPOSED FOR THE ASSIGNMENT.

NOTE: Separate sheet, if required, may please be attached.

Authorized Signatory:

Name and Title of Signatory:

Name of Organisation:

Address:

Telephone:

Fax:

E-mail Address:

**4F. Format of Curriculum Vitae (CV) For Proposed
Professional Staff**

Proposed Position: _____

Name of Organisation: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/entity: _____ Nationality: _____

Total Years of Experience / Relevant years of Experience: _____/ _____

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 the five (5) numbers of relevant projects in last ten years (as per section 3.3). List all those positions held by giving dates, names of employing organizations, titles of positions held, locations of assignments, nature of project and responsibilities performed in above five(5) projects.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

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

Date:

[Signature of staff member and authorized representative of the Firm] ***Day/Month/Year***

Full name of staff member: _____

Full name of authorized representative: _____

Authorized Signatory:

Name and Title of Signatory:

Name of Organisation:

Address:

Telephone:

Fax:

E-mail Address:

4G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

		Months (in the form of a Bar Chart)															
Name	Position	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Number of Months

Authorized Signatory:
 Name and Title of Signatory:
 Name of Organisation:
 Address:
 Telephone:
 Fax:
 E-mail Address:

NOTE: Separate sheet, if required, may please be attached.

4H. FINANCIAL CAPABILITY

S. NO.	YEAR	TURN OVER (LACS)	NET WORTH (LACS)	REMARKS
1.	2011-12			
2.	2012-13			
3.	2013-14			

Authorized Signatory:

Name and Title of Signatory:

Name of Organisation:

Address:

Telephone:

Fax:

E-mail Address:

41. ADDITIONAL INFORMATION

Authorized Signatory:

Name and Title of Signatory:

Name of Organisation:

Address:

Telephone:

Fax:

E-mail Address:

4 J. DETAILS OF EXPERIENCE OF WORK OF LAST 7 YEARS IN ANY GOVT. FIRM REQUIRED AS PER THE TENDER DOCUMENT

S.no..	DESCRIPTION OF WORK	POSTAL ADDRESS OF CLIENT	CONTRACT VALUE	QUANTITY OF MSW IN TPD	STARTING DATE	SCHEDULED COMPLETION DATE	ACTUAL COMPLETION DATE	WHETHER COPY OF CONTRACT/ COMP. CERT SUBMITTED	REASONS FOR DELAY, IF, ANY

NOTE: Performance Report issued by Client for all above job(s) to be furnished.

The bidder should submit relevant experience certificate from the concerned department. The experience certificate should clearly mention "satisfactory performance" and the certificate should not be older than 3 months from the date of issue of NIT and should be issued by an officer not below the rank of Executive Engineer or equivalent

SIGNATURE OF BIDDER :

NAME OF BIDDER :

COMPANY SEAL :

Section (V): Financial Proposal - Sample Forms

5A. Financial proposal submission form.

5B. Summary of costs.

5 A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To,

The Executive Engineer (DEMS) I,
North Delhi Municipal Corporation,
Room No.31,
Dr. B. R. Ambedkar Stadium,
Delhi Gate, Delhi

Sir:

We, submit our proposal/offer to Appointment of Independent Consultant [IC] to independently monitor the work of “Collection and Transportation of Municipal Solid Waste on a long-term Design, Procure, Build, Operate, Maintain and Transfer (DPBOMT) Basis as per MSW (M&H) Rules 2000 (amended time to time) from Select Zone/Group under North Delhi Municipal Corporation. Group 1: City Zone and Sadar Paharganj Zone, Group 2: Karol Bagh Zone, Group 3: Narela Zone” strictly in accordance with RfP requirements.

Our attached financial proposal for three years is for the sum of Rupees..... [Amount in words and figures]. Accordingly, financial proposal for one month is for the sum of Rupees.....[Amount in words and figures]. The rate quoted is inclusive of everything except the Service Tax. The Service Tax [at the applicable rate] shall be payable separately. Nothing extra, on any account shall be payable by NDMC to us.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].....

We understand NDMC is not bound to accept any Proposal, it receive.

We remain,

Yours sincerely,

Authorized Signatory:
Name and Title of Signatory:
Name of Organisation:
Address:

5B. SUMMARY OF COSTS

[Location, Date]

To,

The Executive Engineer (DEMS) I,
North Delhi Municipal Corporation,
Room No.31,
Dr. B. R. Ambedkar Stadium,
Delhi Gate, Delhi-02.

Costs[for three years]	Amount(s)
1. 2. 3. 4.	
Subtotal	
Service Taxes	
Bid Amount:	

The amount payable to the selected bidder shall be fixed during entire contract period.

We remain,

Yours sincerely,

Authorized Signatory:
Name and Title of Signatory:
Name of Organisation:
Address:

Section (VI)

- 6A. FORMAT FOR POWER OF ATTORNEY FOR DESIGNATING, LEAD MEMBER OF CONSORTIUM/FIRM OR COMPANY
- 6B. FORM OF PERFORMANCE GUARANTEE/BANK GUARANTEE BOND

FORMAT FOR POWER OF ATTORNEY FOR DESIGNATING, LEAD MEMBER OF CONSORTIUM /FIRM OR COMPANY

(On a Stamp Paper of relevant value)
POWER OF ATTORNEY

Whereas, North Delhi Municipal Corporation [“NDMC”] has invited proposals from qualified Applicants For Appointment of Independent Consultant [IC] to independently monitor the work of “Collection and Transportation of Municipal Solid Waste on a long-term Design, Procure, Build, Operate, Maintain and Transfer (DPBOMT) Basis as per MSW (M&H) Rules 2000 (amended time to time) from Select Zone/Group under North Delhi Municipal Corporation. Group 1: City Zone and Sadar Paharganj Zone, Group 2: Karol Bagh Zone, Group 3: Narela Zone”. (herein after referred to as the ‘Project’)

Whereas, the Consortium/Firm or Company being one of the qualified Applicants is interested in bidding for the Project. In accordance with the terms and conditions of the Request for Proposal (RFP Document) and other connected documents in respect of the Project, and

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

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

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

Dated this theDay of2011

.....
(Executants)

(TO BE EXECUTED BY ALL MEMBERS OF THE CONSORTIUM/FIRM OR COMPANY)

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

FORM OF PERFORMANCE GUARANTEE/BANK GUARANTEE BOND

In consideration of the Commissioner, North Delhi Municipal Corporation (hereinafter called "NDMC") having offered to accept the terms and conditions of the proposed agreement between and(hereinafter called the said "Independent Consultant) for the work (hereinafter called the said agreement) having agreed to production of an irrevocable Bank Guarantee for Rs..... (Rupees..... only) as a security/guarantee from the consultants for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank) pay to the Government an amount not exceeding Rs..... (Rs.....only) on demand by the NDMC.
2. We do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, hereby on a demand from the NDMC stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Independent Consultant. Any such demand made on the Bank shall be conclusive as regards the 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..... (Rupees.....only).
3. We, the said Bank, further undertake to pay to the NDMC any money so demanded notwithstanding any dispute or disputes raised by the Independent Consultant in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the Independent Consultant shall have no claim against us for making such payment.

4. We..... further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the NDMC under or any virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the NDMC, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Independent consultants and accordingly discharges this guarantee.

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5. We..... further agree with the NDMC that the NDMC (indicate the name of the Bank) shall have of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time to performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the NDMC against the said Independent Consultant and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Independent consultant or for any forbearance, act of omission on the part of the NDMC any indulgence by the NDMC the said Independent Consultant or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Independent Consultant.
7. We..... Lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the NDMC in writing.
8. This Guarantee shall be valid up to, unless extended on demand by the NDMC. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs..... (Rs.....only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the Day ofFor.....

(indicate the name of the Bank)