



**SOUTH DELHI MUNICIPAL CORPORATION**

**REQUEST FOR PROPOSAL**

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**FOR APPOINTMENT OF AGENCY TO CARRY OUT GAP ANALYSIS STUDY, PREPARATION OF  
IMPLEMENTATION PLAN ALONG WITH  
SUPERVISION AND MONITORING**

### SCHEDULE OF BIDDING PROCESS

<b>Sl. NO.</b>	<b>EVENT DESCRIPTION</b>	<b>DATE</b>
1	Issue of RFP start date	24.09.2018
2	Pre Bid Meeting	01.10.2018
3	Issue of Pre-Bid Minutes	03.10.2018
4	Submission of Bid Documents	08.10.2018 till 3.00 PM
5	Opening of Technical proposals	08.10.2018 at 4.00 PM
6	Opening of Financial proposals of Technically qualified bidders	12.01.2018
7	Letter of Intent	Will be intimated to the successful bidder

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## 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 SDMC 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 SDMC 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 *SDMC, 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. SDMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

SDMC, 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 of Applicants for participation in the Bidding Process.

SDMC 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.

SDMC 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 SDMC is bound to select or to appoint the selected Bidder or Contractor, as the case may be, for the Project and SDMC 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 SDMC 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.

## DEFINITIONS

**"Authority"** shall mean South Delhi Municipal Corporation ("SDMC").

**"Bid Security"** shall mean the Security furnished by the Bidder.

**"City"** means the city of South Delhi Municipal Corporation area;

**"Collection"** means lifting and removal of municipal Wastes from residential and non residential premises, roads/streets/lanes/bye lanes or any collection point that may be prescribed by the Authority.

**"Document"** or **"Documentation"** means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form in relation to this Project.

**"Fee"** means the amount payable by the Authority to the Concessionaire for providing services in terms of RFP in accordance with Concession Agreement.

**"Financial Bid"** shall mean a document quoting consultancy fee in response to the RFP including clarifications and/or amendments, if any.

**"Letter of Award"** or **"LOA"** means the letter issued by the Authority to the Selected Bidder whose Bid has been accepted by the Authority pursuant to this RFP for undertaking and executing the Project in conformity with the terms and conditions as set forth in this RFP and the Agreement.

**"Municipal Authority"** means Municipal Corporation of South Delhi or any other local body constituted under the State Laws or relevant Statutes.

**"Municipal Solid Waste"** shall include **"Garbage"**, **"Waste"** and vice versa.

**"Parties"** means the parties to the Concession Agreement collectively and **"Party"** shall mean any of the parties to the Concession Agreement individually;

**"Project"** means all the activities envisaged to be carried out under this RFP;

**"Specifications and Standards"** means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project and any modifications thereof, or additions thereto expressly approved by, the Authority;

**"Selected Bidder"** shall mean the Bidder to whom the LOA has been issued.

## **INTERPRETATION**

In the interpretation of this RFP, unless the context otherwise requires:

- i. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;
- ii. A reference to any gender includes the other gender;
- iii. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- iv. The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;
- v. Any reference to a person shall include such person's successors and assignees;
- vi. A reference to a "writing" or "written" includes printing, typing, lithography, scanned and other means of reproducing words in a visible form;
- vii. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
- viii. The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article,
- ix. In case of any inconsistency between the terms mentioned in the RFP and the literary term, the meaning best construed in furtherance of the objectives of this RFP shall prevail.
- x. Where there is a discrepancy between amount in figures and in words, the latter shall prevail.

## **1. INTRODUCTION**

### **1.1 Background of the Project**

The South Delhi Municipal Corporation has a total area of 656.91 sq. kms having population approximately 64.15 lacs within its territorial jurisdiction. It is one of the statutory functions of any Municipal body to keep its city clean. South Delhi Municipal Corporation (SDMC) comprises of four Zones namely, Central Zone, South Zone, West Zone and Najafgarh Zone. It has a fairly efficient system of collection of Municipal Waste generated as a result of human activities. This waste mostly comprises of waste from households/commercial establishments/hotels and waste generated as a result of sweeping of roads and public places. To further improve the solid waste management services in the area SDMC the corporation invites this bid to for appointment of agency to carry out gap analysis study, preparation of implementation plan along with supervision and monitoring

### **1.2 Brief description of bidding process**

Two Stage bidding process : For selecting the Selected Bidder to undertake the above Project, SDMC has carried out two stage bidding process, wherein there is a pre-qualification phase. The short-listed (qualified) bidders Technical proposal will be opened only if they qualify the technical criteria. Financial proposal of only those bidders who qualify at technical stage will be opened. viz.:

**Part 1: Technical Proposal**

**Part 2: Financial Proposal**

The Bid Security should be submitted along with the Proposal and in the manner prescribed hereinafter.

All Bidders are required to submit their Proposal(s) (Technical Proposal and Financial Proposal) in accordance with the guidelines set forth in this RFP. In order to enable the Bidders to prepare Proposal in a consistent manner and to minimize misunderstandings regarding how Bidders' Proposals will be interpreted by SDMC the format in which Bidders will specify the fundamental aspects of their Proposals has been broadly outlined in this RFP.



**1.2.1** The evaluation of the Proposals would be carried out based on Technical Parameters. The evaluation of the Technical Proposal shall be based on criteria mentioned in this RFP.

**1.2.2** SDMC will issue a Letter of Intent (LoI) to the Selected Bidder.

**1.2.3** In this RFP, the term "Selected Bidder" refers to the preferred Bidder selected by SDMC after evaluation of Technical and Financial Proposals.

**1.2.4** SDMC reserves the right not to follow up this RFP and terminate the entire selection process without any obligation or liability to any of the Bidders, of any kind whatsoever.

**1.2.5** A prospective Bidder having any comments on the RFP, may notify SDMC in writing. Bidders should send in their comments in writing latest by the Last Date for Receiving Queries as given in the Schedule of Bidding Process. However, it is not binding for SDMC to accept any such comments

**1.2.6** The confirmation and cross checking of the information related to Project shall be sole responsibility of the Bidders and SDMC and/or any of its officers/representatives shall not be held responsible for the same in any manner whatsoever.

**1.2.7** Within fifteen (15) days from the issue of LOI, the Selected Bidder would be required to submit Performance Bank Guarantee of 2% of the contracted amount valid for 12 months.

**1.2.7.1** The Bank Guarantees shall remain valid and in custody of SDMC till the period specified in Concession Agreement.

**1.2.7.2** The Selected Bidder shall also be required to sign the Agreement within fifteen (15) days from date of issue of LOI.

### 1.3 Key date/Schedule of Bid Process

The SDMC shall endeavor to adhere to the following schedule:

#### DATA SHEET

S.No.	Particular	Details																					
1	Bid Document Fee	Demand Draft of Rs. 5000 (Five Thousand)																					
2	Validity of Bid Document Fee	Not less than 180 (One Hundred Eighty) days from the Bid Due date																					
3	Earnest Money Deposit	Demand Draft of Rs. 2.00 Lacs (Two Lacs) in favor of Commissioner SDMC payable at New Delhi.																					
4	Validity of Bid Security	Not less than 90 (Ninety) days from the Bid Due date																					
5	Performance Guarantee on award of contract	Bank guarantee of 2% of the contract amount in favor of Commissioner of SDMC payable at New Delhi. EMD will be returned on submission of Performance Security																					
6	Schedule of Bidding Process	<table border="1"> <thead> <tr> <th>S. No</th> <th>Event Description</th> <th>Estimated Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Sale of Bid/RFP document</td> <td>24.09.2018</td> </tr> <tr> <td>2</td> <td>Submission of queries by the perspective Bidders</td> <td>01.10.2018</td> </tr> <tr> <td>3</td> <td><b>Pre-Bid meeting</b> (Timing: 3:00 PM, Venue: Conference Hall, SDMC, 6<sup>th</sup> Floor, Dr. S.P.M. Civic Centre, JLN Marg, New Delhi-110002</td> <td>01.10.2018</td> </tr> <tr> <td>3</td> <td><b>Issue of Pre bid minutes</b></td> <td>03.10.2018</td> </tr> <tr> <td>4</td> <td><b>Bid Submission Due Date</b> (Venue: Office of the EE EMS/MII NGZ, SDMC, Manglapuri, Near M.C.D. Primary School, New Delhi-110045 )</td> <td>08.10.2018 (till 3:00 PM)</td> </tr> <tr> <td>5</td> <td><b>Opening of Technical Bid</b> (Venue: Office of the EE</td> <td>08.10.2018 4:00 PM</td> </tr> </tbody> </table>	S. No	Event Description	Estimated Date	1	Sale of Bid/RFP document	24.09.2018	2	Submission of queries by the perspective Bidders	01.10.2018	3	<b>Pre-Bid meeting</b> (Timing: 3:00 PM, Venue: Conference Hall, SDMC, 6 <sup>th</sup> Floor, Dr. S.P.M. Civic Centre, JLN Marg, New Delhi-110002	01.10.2018	3	<b>Issue of Pre bid minutes</b>	03.10.2018	4	<b>Bid Submission Due Date</b> (Venue: Office of the EE EMS/MII NGZ, SDMC, Manglapuri, Near M.C.D. Primary School, New Delhi-110045 )	08.10.2018 (till 3:00 PM)	5	<b>Opening of Technical Bid</b> (Venue: Office of the EE	08.10.2018 4:00 PM
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		7	<b>Opening of Financial Bid of technically qualified bidders</b> (Venue: Office of the EE EMS/MII NGZ, SDMC, Manglapuri, Near M.C.D. Primary School, New Delhi-110045)	12.10.2018 4:00 PM
7	Download Bid Documents from		<a href="http://www.mcdonline.gov">http://www.mcdonline.gov</a>	
8	Validity of the Bid		Not less than 180 (One Hundred Eighty) days from the Bid due date	
9	Email ID for Queries/ additional information		eenajafgarhm2@gmail.com	
10	Address for Correspondence		Attention of: Executive Engineer Designation: EMS/NGZ Address: Office of the EE EMS/MII NGZ, SDMC, Manglapuri, Near M.C.D. Primary School, New Delhi-110045 E-mail Address: eenajafgarhm2@gmail.com Phone Number: 011-25055138, 9717788407	

#### 1.4 Time Period

The Period for the consultancy shall be **1 year** from the Date of Signing of the Agreement which may be extended on similar rate and term by further period on mutual agreement of both the parties.

#### 1.5 Signing of Agreement

Agreement shall be signed within 15 days from the issuance of the LoA between the SDMC and the Consultant. The Concession Agreement shall contain the detailed terms and conditions of the RFP. In case where the Selected Bidder requires additional time for signing of the Agreement, such request should be conveyed to the SDMC in writing with reasons for such request for extension of time. The SDMC shall grant extension of time for signing of the Agreement if the SDMC considers the request made by the Selected Bidder reasonable.

In case the Selected Bidder fails to perform its obligation with respect to signing of the Agreement with the SDMC within the time specified or any extension granted herein after

the issuance of LOA, the LOA shall be cancelled, Bid Security/Performance Security, as the case may be, shall be forfeited.

## **1.6 SCOPE OF WORK**

The SDMC intends to institutionalize a holistic, integrated, sustainable and environment friendly Municipal Solid Waste Management (MSWM) system in the city in line with the objective of “Swachh Bharat Mission”. Keeping this in view, the consultant needs to inspect and study the existing practices of MSWM in SDMC. The broad scope of work includes implementation of technical and economically viable solid waste management plan along with the implementation design of Processing Plant, treatment and disposal infrastructure.

### **1.6.1 Major scope of work is listed below:**

Act for Project Management Consultant for Solid Waste Management in SDMC area.

Conduct a survey existing Solid Waste management system in each of the 4 zones of SDMC. Study of the gaps in the present solid waste management system.

Carrying out field survey and identification of gaps in solid waste management mainly on 3 points

Efficiency of Door to Door collection in residential area, commercial area, bulk generators and waste generated from mutton, chicken and fish market/shops.

Assessment of present Door to Door collection vehicles and identification of gaps, so as to calculate the actual number of vehicles required for D2D collection.

Preparation of plan so as to make South Delhi a Garbage free city.

Prepare / Design a practicable and efficient Sanitation and Solid Management System for each of the 4 zones of SDMC. The design should have a well thought integration of departmental system with the outsourced systems.

Based on the strategy for each of the Zone, Design the RFP for activities / services that are to be run departmentally, outsourced or run through PPP system.

Assist corporation in selection of appropriate technologies for management of municipal solid waste.

Prepare detailed cost estimates of the proposed Solid Waste Management System.

Design Standard Operating Procedures & Protocols for management of Departmental systems. Based on the same, prepare Instruction booklet for various stakeholders.

Design system of incentives and penalties for proper performance of concessionaires.

Preparing draft tender documents for various requirements with to address the gaps in present solid waste management system.

To act as bid manager for call of RFP for appointment of concessionaire for waste management in different zones.

Drafting of draft concession agreements, annexure and schedules for project execution and O & M requirements.

Coordination with Municipal Corporation officials for tendering process, scrutiny of documents, Basic Technical evaluation of the tenders, Preparing of comparison statement and submitting the same to committee members for finalization.

Proposals prepared by consultant shall have to be approved from the department and consultant there after shall prepare tender documents in respect of each component of the project and assist the department to finalize the contractors.

Assist SDMC in the process of Tenders and selection of appropriate Concessioner / Private partner.

Design systems to ensure true & correct observations of the monitoring parameters during the execution of the concession agreements and departmental system. Strategize areas where Independent Third Party Consultant (TPC) can be engaged.

In areas where TPC are to be engaged, prepare Scope of work for TPC, Reporting formats; Reporting frequencies etc.

Design RFP for TPC(s); system of incentives and penalties for proper performance of TPCs; Assist SDMC in the process of Tenders and selection of appropriate TPC. Provide legal support to design the contract/ agreements.

Design system for public grievances and complaint addressing

Suggest best practice to address the gaps in present solid waste management system.

Monitoring Work Progress about the compliance of agreements and scope of work by the concessioners as per the agreed Time Schedule.

Witnessing of trial runs, processing treatments, technological appropriateness and capacity validation.

Sharing of examples and adoption of good practices from other ULBs.

Suggest modern methods to improve solid waste management practice in the city

#### 1.6.2 Manpower Required

To perform the above scope of work the selected bidder should provide 6 nos. qualified and experienced manpower.

## 2. INSTRUCTIONS TO THE BIDDERS

### 2.1 General

#### 2.1.1 *General terms of Bidding*

a. Bidder shall carefully study the RFP document and fully acquaint himself of all the terms and conditions. If the Bidder finds discrepancies or omissions in the documents or has any doubt, he may seek clarification by submission of his observations at least five days prior to the date of submission of tender.

b. The Bidder is advised to carefully study the City specific information i.e. growth of City, climatic conditions, geographical terrains and other limitations.

c. Bidder is expected to study carefully the RFP. Failure to furnish any information as required in the tender document or submission of incomplete Bid may result in rejection of the bid

d. At any time prior to the deadline for submission of Bids, the SDMC may, for any reason, whether at his own initiative or in response to clarification requested by prospective bidder modify the RFP.

e. In order to give prospective bidders' reasonable time for preparing their Bids after the issue of addenda if any, the SDMC may at his discretion extend the deadline for the submission of Bids.

- f. The Bid shall be submitted in English language only and all the correspondence and documents relating to the Bid shall be written in English language. Supporting documents and printed literature may be furnished by the Bidder with his Bid in another language provided an appropriate translation of the same into English language kept with the Bid document. The failure to comply with this condition may cause rejection of the Bid. For the purpose of interpretation of the bid, the text in the English language shall prevail.
- g. No conditional Bid shall be accepted.
- h. All payments to the Concessionaire shall be made only in Indian Rupees (Rs.).
- i. In exceptional circumstances, prior to expiry of the original Bid validity period, the SDMC may request the Bidders for extension in the period of Bid validity. The request and the response thereto shall be made in writing. The Bidders agreeing to the request will not be permitted to modify their Bids. The provision regarding discharge and forfeiture of Bid Security shall remain valid during the extended period of Bid validity.
- j. If the Bid is to be submitted by a Public or Private Ltd company or Trust, Society or Partnership Firms or any other entity, it shall be signed by a duly authorized person holding the authorization letter/Power of Attorney for signing the Bid. A certified copy of the Power of Attorney/Authorization letter shall accompany the Bid.
- k. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be stated below their signatures.
- l. To facilitate the evaluation on Bid, the SDMC may ask Bidders individually for clarification of their Bids including breakdown of unit rates/prices. The request for clarification and the response to the same shall be in writing. No change in the Bid prices or their sub component shall be sought, offered or permitted.
- m. SDMC reserves the right to reject any or all of the Bids, without assigning any reason whatsoever and their decision shall be final and binding. No Bidder shall stake any claim arising out of such rejection.
- n. Bids determined to be substantially responsive will be checked for any arithmetical errors in computation and submission. Error will be corrected by the authorized representative of the SDMC. Where there is a discrepancy between amount in figures and in words, the latter shall be taken into consideration.



o. The Bid document shall be neatly typed and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. He shall sign all pages of the tender document and initial all corrections made therein.

p. Incomplete Bids or Bids not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason whatsoever.

q. Bidder is advised to read carefully all chapters and give complete information regarding his proposals. All relevant information, so as to make the proposal understandable shall be given. If in the opinion of the SDMC, the proposal is grossly incomplete, this will form sufficient reason for complete rejection of the Bid on technical grounds.

### **2.1.2 Composition of Consortium**

Since SDMC require specialized services, Consortium or JV is not allowed.

### **2.1.3 Cost of the Bidding**

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The SDMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### **2.1.4 Site Visit and Verification of Information**

- a. It is desirable that each Bidder submits it's Application after inspecting city needs.
- b. The Bidders shall carefully study the city specific information i.e. growth of city, climatic conditions, geographical terrains and other limitations.

### **2.1.5 Conflict of Interest Clause**

A Bidder shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.

A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (i) The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest with another Bidder; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Bidder, its Member or an Associate thereof (or any shareholder

thereof having a shareholding of more than 26% (twenty six per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder is less than 26% (twenty six per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund, non-banking financial institution licensed by the Reserve Bank of India, or a public financial institution referred to in section 4 A of the Companies Act, 1956. Indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 51% (fifty one per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) A constituent of such Bidder is also a constituent of another Bidder; or
- (iii) Such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) Such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- (v) Such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Application of either or each other;
- (vi) Such Bidder, has participated as a consultant to the SDMC in the preparation of any documents, design or technical specifications of the Project.

### **2.1.6 Assumption on submission of the Bid**

It would be deemed that by submitting the Bid, Bidder has:

- i. Made a complete and careful examination/study of RFP document,
- ii. Satisfied himself about all matters, things and information in relation to this RFP necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- iii. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP Documents or furnished by or on behalf of the SDMC in relation to the RFP;
- iv. Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in this RFP hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the SDMC or a ground for Termination of the Agreement; and
- v. Agreed to be bound by the undertakings given by him under and in terms hereof.
- vi. Acknowledged that and agreed that SDMC or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the SDMC.

### **2.1.7 Verification and Disqualification**

SDMC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by SDMC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the SDMC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the SDMC there under.

The SDMC reserves the right to reject any Bid and appropriate the Bid Security if:

- a. At any time, a material misrepresentation is made by a Bidder or uncovered by the SDMC or

b. The Bidder does not provide, within the time specified by the SDMC, the supplemental information sought by the SDMC for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

c. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the SDMC, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith. In such an event, the SDMC shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the SDMC under the Bidding Documents and/or the Concession Agreement, or otherwise.

## **2.2 Documents**

### **2.2.1 Contents of RFP**

This Volume I of RFP comprises the Disclaimer set forth herein above, the contents as listed below:

1. Letter of Invitation
2. Introduction
3. Scope of work
4. Instructions to the Bidders
5. Evaluation of Bids
6. Time frame for execution of work
7. Special conditions
8. Instructions to the successful bidder
9. Fraud and corrupt practices
10. Pre-bid meeting
11. Annexures

### **2.2.2 Careful study of RFP**

The Bidders are advised to examine and study the RFP in great detail, and to carry out, at their own cost, such studies as may be required for submitting their respective Bids for the Project.

### **2.2.3 Clarifications**

- a. Bidders requiring any clarification on the RFP may notify the SDMC in writing.
- b. The Bidder should send in their queries at least 7 days before the date mentioned in the date of submission of the bid.:

Sl. No.	RFP /Concession Agreement Document Clause No and Page No.	Existing Provision	Clarification required	Suggested change	Rationale

c. No liability whatsoever will be admitted by SDMC, nor will any claim be entertained, with respect to errors or ambiguities contained in the RFP, which the Bidder may request SDMC to rectify.

d. The SDMC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the SDMC shall be deemed to be part of the RFP and shall be complied with by the Bidders. Verbal clarifications and information given by SDMC or its employees or representatives shall not in any way or manner be binding on the SDMC.

**2.2.4 Amendment of RFP**

a. At any time prior to the deadline for submission of Bid, SDMC 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 who have purchased the Bid Documents or attended the pre bid meeting and shall form part of this RFP. Preparation and submission of bids

**2.2.5 Format and Signing of Bid**

a. The Bidder shall provide all the information in the format given in this RFP. SDMC would evaluate only those Bids that are received in required formats on time and, complete in all respects. Incomplete / Conditional Bids shall be liable to rejection.

b. The bidder shall prepare and submit 1 (one) original set of the Bid (together with the documents required to be submitted pursuant to this RFP).

c. Any non adherence of these instructions shall make the Bid liable to rejection. No correction, erasures or overwriting shall be permissible in the Financial Bid.

### **2.2.6 Cost of document & Processing Fee**

The Bidder shall enclose an demand draft for Rs 5000/- (Rupees Five thousand only) along with the technical bid. Bid not accompanied demand draft shall make the bid liable to rejection. The said copy of demand draft shall be submitted along with Technical Bid in envelope "A".

### **2.2.7 Bid due date**

- a. Bids should be submitted before the Bid Due Date and time at the address provided in Section 1.4 in the manner and form as detailed in this RFP.
- b. SDMC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders.

### **2.2.8 Late bids**

Bids received by SDMC after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

### **2.2.9 Contents of Bid**

The Bid shall be submitted as under:

#### **Envelope A – Technical Proposal**

The Technical Proposal shall comprise of the following:

- i. Letter of Bid submission duly signed by the authorized representative of the Bidder (Annexure I)
- ii. Demand draft given towards Bid Document & processing fee of Rs. 5,000/-
- iii. Bid Security (EMD) of Rs. 1,00,000/- (Rupees One Lakh only.) Bid Security should be placed with Technical Proposal in the same envelope.
- iv. empaneled 47 Consultants under Swachh Bharat Mission as per letter no. No. A-46020/3/2013-EA dated 27.11.2014.
- v. Creditable works done by the company for local bodies for Municipal Solid Waste management.
- vi. Bidder Details as per the format specified in Annexure
- vii. Technical Capacity details as per the formats specified in Annexure
- viii. Anti-Collusion Certificate

All these documents shall be bound together & numbered serially (Loose documents/papers will not be entertained). Any Bid not containing any of the above documents shall be liable to be rejected.

## **Envelope B – Financial Bid**

The Financial Bid shall be submitted as per the given RFP.

If the Bid Documents are not sealed and marked as instructed above, the SDMC assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

### **2.2.10 Modification/Substitution/Withdrawal of Bids**

a. The Bidder may, with prior approval of SDMC but before the Bid Due Date, modify, substitute or withdraw its Bids after submission, provided that written notice of the modification, substitution or withdrawal is received by SDMC, 24 hours before the Bid Due Date and time. No Bid shall be modified or substituted or withdrawn by the Bidder after the Bid Due Date.

b. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered to SDMC in accordance with the requirements of this RFP, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

c. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the SDMC, shall be rejected.

d. Any correspondence after the Bid Due Date conveying any modifications of Bid or stipulating any conditions for acceptance of the Bids by Bidder shall be summarily rejected. In such a case, the Bidders original Bid will be considered ignoring any such correspondence or modification.

### **2.2.11 Rejection of Bids**

a. Notwithstanding anything contained in this RFP, the SDMC reserves the right to accept or reject any Proposal and to annul the Bidding Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons whatsoever.

b. The SDMC reserves the right to reject any Proposal if:

i. At any time, a material misrepresentation is made or uncovered, or

ii. Such misrepresentation/improper response would lead to the disqualification of the Bidder.

iii. The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

#### **2.2.12 Validity of Bids**

a. The Bid submitted by a Bidder shall be valid for minimum period of 180 (one hundred eighty) days from the Bid Due Date. No conditional validity in whatsoever form shall be accepted by the SDMC.

b. No Bidder shall submit more than one Bid for the Project.

#### **2.2.13 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the SDMC in relation to or matters arising out of, or concerning the Bidding Process. The SDMC will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The SDMC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the SDMC or as may be required by law or in connection with any legal process.

#### **2.2.14 Correspondence with the Bidder**

Save and except as provided in this RFP, the SDMC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

### **2.3 Bid Security**

#### **2.3.1 EMD/Bid Security**

a. Proposal submitted in response to the RFP Document shall be accompanied with Bid Security of Rs. 1,00,000/- (Rupees One Lakh only) in the form of Demand Draft in favor of "The Commissioner, South Delhi Municipal Corporation, South Delhi " payable at South Delhi, from a Nationalized Bank/Scheduled Bank.



- b. The EMD/ Bid Security shall be placed in Envelope 'A' along with Technical Bid.
- c. The Bid Security along with unopened Financial Proposal of those Bidders who do not qualify based on evaluation of Technical Proposal will be returned within a period of 1 (one) month from the date of intimation of such rejection.
- d. The Bid Security of those Bidders who are not selected after evaluation of both Technical and Financial Proposals will be returned by the SDMC without any interest, within 2 (two) months of submission of Performance Security by the Selected Bidder or when the Bidding process is annulled by the SDMC. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favor of the concerned Bidder. Bidders may by specific instructions in writing to the SDMC give the name and address of the person in whose favour the said demand draft shall be drawn by the SDMC for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- e. The Bid Security of Selected Bidder will be returned, without any interest, upon the Selected Bidder signing the Concession Agreement and providing the Performance Security in accordance with the provisions of the Concession Agreement.
- f. In addition to the above, SDMC will within 60 days release all Bid Securities in the event SDMC decides to terminate the bidding proceedings or abandon the Project.

**2.3.2 Forfeiture of EMD/Bid Security Deposit:**

- a. The EMD/Bid Security shall be forfeited if the Selected Bidder does not deposit Performance Security within the stipulated time period.
- b. If the Selected Bidder fails to execute the Agreement within 15 days from time period specified in the LoA or by the SDMC,, In this case, EMD/Bid Security deposit will be forfeited and LoA will be cancelled. Notwithstanding any such action will not limit the right of the SDMC to seek further remedy or to take further action against the Selected Bidder.
- c. When Selected Bidder withdraws its Bid before signing of the Concession Agreement.
- d. If the Bidder has concealed material facts about the Bid.
- e. If the Bidder submits a non-responsive Bid;

- f. If the Bidder withdraws its Bid during the period of its validity as specified in this RFP;
- g. If the Bidder is found to have a Conflict of Interest as specified in the RFP; and
- h. If the Selected Bidder is found to be in contravention of any of the provisions of this RFP document.

### **2.3.3 Performance Guarantee**

- a. Successful bidder shall submit Bank guarantee of 2% of the contract amount as performance security and take back the Earnest Money submitted by him.
- b. The Performance Security shall be kept valid for entire contract Period up to expiry of the Agreement.
- c. The Performance Security shall not bear any interest and the Successful bidder shall not have any claim on the interest on Performance Security.
- d. In the event of the encashment of the Performance Security by SDMC pursuant to Encashment Notice issued, the Concessionaire shall within 10 (ten) days of the Encashment Notice, furnish fresh Performance Security to the SDMC, failing which the Authority shall be entitled to Terminate the Agreement in accordance with the provisions mentioned herein and in the Agreement.
- e. The SDMC shall be entitled to encash the Performance Security fully or partially as the case may be after giving notice of 30 (thirty) days if any Event of Default not being remedied by the Concessionaire despite notice from the SDMC.
- f. Whenever any claim against the Concessionaire for payment of sum of money arises out of or under the Concession Agreement, the SDMC shall be entitled to recover such sums or any sum then due or which at any time there may become due from the Concessionaire under the Concession Agreement from Performance Security furnished with the SDMC.

### **2.3.4 Forfeiture of Performance Security**

Forfeiture of Performance Security in full or in part at the discretion of the SDMC:

- a. If the Concessionaire is found guilty of not following any of terms and conditions contained in the Concession Agreement in spite of giving notice to do so.

- b. If the Concessionaire fails to pay the damages, compensation if any, imposed upon him for breach of performance and compliance of standards as specified in the Concession Agreement.
- c. If the Concession Agreement is terminated on account of default of the Concessionaire.
- d. If the Concessionaire withdraws/or terminates the Concession Agreement.
- e. If the Concessionaire conceals material facts or inducing undue influence or indulges in corrupt practices.

## **EVALUATION OF BIDS**

### **2.4 Evaluation of Bids**

The Technical Bid submitted by the Bidder shall form the base for evaluation of the capability of the firm. The bidder must fulfil the following conditions to participate in the bid.

- a. Ministry of Urban Development Govt. of India have empaneled 47 Consultants under Swachh Bharat Mission as per letter no. No. A-46020/3/2013-EA dated 27.11.2014. The list of 47 empaneled consultants has been displayed on the website [www.swachhbharaturban.gov.in](http://www.swachhbharaturban.gov.in). Only consultants empaneled under Swachh Bharat mission for solid waste management as per above DO letter are eligible for bidding.
- b. The bidders who have performed as Project Management Consultant for any of the top ten performing Urban Local bodies of more than 10 lakh population in Swachhata survekshan 2018.
- c. The bidder must receive at least 700 marks as per the score card given in this tender document.

### **2.5 Bid Evaluation Criteria**

#### **2.5.1 Technical Criteria:**

The Corporation has adopted a single stage (QCBS) selection process (collectively the "Selection Process") in evaluating the Bid s comprising qualification

In the first step, the Bidders shall be evaluated for their compliance with the qualification requirements as specified in Clause 3.1. Based on the evaluation of Qualification Documents, qualified Bidders shall be short-listed for further evaluation.

In the second step, evaluation of technical Bid shall be carried out. Bidders securing 600 of the Total marks shall be deemed to have qualified for further evaluation.

In the Third Step, the Financial Bid of the qualified bidders shall be opened and shall be evaluated on as per QCBS (Quality and Cost Based Selection) method. The formula shall be 70:30. The 70% score shall be of Technical and 30% shall be Financial.

**The highest score ranked bidder shall be Preferred or Selected Bidder.**

### **2.5.2 Financial Criteria:**

To allow comparison on a common basis, each Financial Bid will be carefully scrutinized and an Quoted Total Price (QTP) will be determined. The Financial Bid with the lowest QTP will receive the maximum score of 1,000 marks. The score for each other Financial Bid will be inversely proportional to its QTP and will be computed as follows:

$S_f = 1,000 \times F_m / F$  where:

$S_f$  is the financial score of the Financial Bid being evaluated,

$F_m$  is the QTP of the lowest priced Financial Bid ,

$F$  is the QTP of the Lowest Financial Bid under consideration.

Following completion of the evaluation of Technical and Financial Bids, the final ranking of the Bids will be determined. This will be done by applying a weight of 0.70 (70%) and 0.30 (30%) respectively to the technical and financial score of each evaluated qualifying Technical and Financial Bid and then computing the relevant combined total score for each Consultant.

**The Bids shall be ranked as per their total score arrived as per the above quoted method.**

**The bidder scoring highest total marks based on the cumulative technical and financial evaluation shall be the selected consultant.**

<b>S.No</b>	<b>Criterion</b>	<b>Marks/ Score</b>	<b>Maximum marks</b>
1	Empanelment with Ministry of Urban Development GOI under Swachh Bharat Mission as consultant for Solid Waste Management	100	<b>100</b>
2	Project Management Consultant to any of Top Five ranked (population above 10 lakh) Urban local body during <b>Swachh Survekshan 2018</b>	200	<b>200</b>
	Project Management Consultant to any of 5 <sup>th</sup> to 10 <sup>th</sup>	100	

	ranked (population above 10 lakh)Urban local body during <b>Swachh Survekshan 2018</b>		
3	Project Management Consultant to any of Top Five ranked (population above 10 lakh) Urban local body during <b>Swachh Survekshan 2017</b>	200	<b>200</b>
	Project Management Consultant to any of 5 <sup>th</sup> to 10 <sup>th</sup> ranked (population above 10 lakh)Urban local body during <b>Swachh Survekshan 2017</b>	100	
4	Approach and Methodology	200	<b>200</b>
5	Have prepared DPR or work as consultant for solid waste management to more than 200 urban local bodies	200	<b>200</b>
	Have prepared DPR or work as consultant for solid waste management to more than 150 to 200 urban local bodies	150	
	Have prepared DPR or work as consultant for solid waste management to more than 100 to 149 urban local bodies	100	
	Have prepared DPR or work as consultant for solid waste management to more than 50 to 199 urban local bodies	50	
6	Experience of team leader more than 20 years in waste management	100	<b>100</b>
	Experience of team leader 10 to 20 years in waste management	50	
	<b>Total Marks (1 – 6)</b>		<b>1000</b>

## 2.6 Tests of Responsiveness

Prior to evaluation of Bids, the SDMC shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:

1. It is received as per the format mentioned in the RFP
2. It is received by the Bid Due Date
3. It is signed, sealed, bound together in hard cover and marked as prescribed.
  4. It is accompanied by the Bid Security as specified in the RFP.
  5. It is accompanied by the Power(s) of Attorney
  6. it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
  7. The Proposal adheres to and mentions the Proposal Validity Period It does not contain any condition or qualification; and
  8. It is not non-responsive in terms hereof.

The SDMC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the SDMC in respect of such Bid.

Any Bidder or its Associate should have, during the last three years neither failed to perform on any agreement, as evidence by imposition of a penalty by an arbitral or Judicial Authority or a Judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract Terminated by any public authority for breach on its part.

## **2.7 Notification and issue of Letter of Award**

- i. The Preferred/Selected Bidder shall be notified in writing by the SDMC as evidenced by issue of Letter of Award (LOA) to the Preferred Bidder.
- ii. The successful Bidder shall confirm his acceptance of the LOA issued by the SDMC within 7 (seven) days as evidenced by signing and sending a copy of the LOA issued. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the SDMC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder on account of failure of the Selected Bidder to acknowledge the LOA, and the next successful/eligible Bidder may be considered.
- iii. After the acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed within such further time as the SDMC may agree to in its sole discretion. The Selected Bidder shall not be entitled to seek any deviation in the Agreement
- iv. The Authority will notify other Bidders that their Proposals have not been accepted and their Bid Security will be returned as promptly as possible as set out in various provisions in this RFP document.

## **2.8 Right to Accept or Reject Proposal**

The SDMC reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Concession, without liability or any obligation for such acceptance, rejection or annulment.

2.8.1 The SDMC reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason

2.8.2 The SDMC reserves the right to reject any Proposal if at any time:

- i. a material misrepresentation made at any stage in the bidding process is uncovered; or
- ii. the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

2.8.3 This would lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Proposals have been opened and the Preferred Bidder gets disqualified / rejected, then the SDMC reserves the right to:

- i. declare the Bidder proposing the next lowest valid Bid Tipping fees as the Preferred Bidder and where warranted, invite such Bidder to equal or better the Financial Proposal submitted by such disqualified Preferred Bidder; or
- ii. take any such measure as may be deemed fit in its sole discretion , including annulment of the bidding process.

## **2.9 Contacting the SDMC during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time the SDMC makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the SDMC and/ or their employees/ representatives on matters related to the Bids under consideration.

### **3. TIMEFRAME FOR EXECUTION OF WORK**

The time duration of the contract shall be 1 year from the date of agreement. It can be renewed further on same rates on mutual consent of both the parties.

The Consultant shall carry out various activities simultaneously to ensure completion of the task assigned on time.

Within 10 days of the issue of LoA, the Selected Bidder shall submit to the SDMC its program in keeping with time frame prescribed to undertake the works. The progress & planning of works shall be reviewed from time to time and may modify the same depending upon the exigencies of the work and stage of the works.



#### **4. SPECIAL CONDITIONS**

##### **4.1 Payments**

- The bid has to be quoted on per capita rate
- The contract payment will be made on a monthly basis to the Concessionaire duly making deductions (if any). The rate quoted by the bidder is for 1 year which shall be divided into 12 equal parts and monthly payments shall be made.
- Consultant shall submit his monthly bill in the 1st week of every month. The payments for the bill shall be made within 15 days of presentation of bill.
- Income Tax as per statutory provision shall be borne by the Consultant. The corporation shall deduct all statutory taxes like advance Income Tax, etc. from monthly payments being made to the Consultant.
- GST (if any) shall be the responsibility of and payable by the Consultant.

## 5. FRAUD AND CORRUPT PRACTICES

The Bidders and their officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the SDMC may reject a Bid, withdraw the LOA, or Terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidders or the Selected Bidder or the Concessionaire, as the case may be, if it determines that the Bidders or the Selected Bidder or the Concessionaire, as the case may be, has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as mentioned in this RFP in the Bidding Process. In such an event, the SDMC shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the SDMC under the Bidding Documents and/ or the Concession Agreement, or otherwise.

Without prejudice to the rights and remedies which the SDMC may have under the LOA or the Concession Agreement, or otherwise if Bidder(s) or Selected Bidder or Concessionaire, as the case may be, is found by the SDMC 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 mentioned in this RFP during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder(s) or Selected Bidder or Concessionaire, as the case may be, shall not be eligible to participate in any tender or RFP issued by the SDMC during a period of 2 (two) years from the date such Bidder or Selected Bidder or Concessionaire, as the case may be, is found by the SDMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

For the purposes of this Section, the following terms shall have the meaning as 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 SDMC/GoTS/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 Concessionaire 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 SDMC/GoTS/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 Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the SDMC in relation to any matter concerning the Project in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of signing of the Concession Agreement;

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 SDMC/GoTS/ 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 Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **6. MISCELLANEOUS**

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

The SDMC, 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 Bidder in order to receive clarification or further information;
- c) retain any information and/ or evidence submitted to the SDMC by, on behalf of, and/ or in relation to any Bidder; and/ or
- d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Bid, the Bidder agrees and releases the SDMC, 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.

**ANNEXURE**

**ANNEXURE I**  
**LETTER COMPRISING THE BID**

Dated: dd-mm-yyyy

To,

**Commissioner**  
**South Delhi Municipal Corporation**

Sub: RFP for appointment of agency to carry out gap analysis study, preparation of implementation plan along with supervision monitoring

Dear Sir,

With reference to your RFP document dated dd-mm-yyyy, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project.

The Bid is unconditional and unqualified.

1. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Concessionaire for the [design, construction, operation and maintenance] of the aforesaid Project.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I/ We acknowledge the right of the SDMC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we or our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been

expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the SDMC; and
  - b) I/ We do not have any conflict of interest in accordance with provisions in the RFP document; and
  - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the ULB or any other public sector enterprise or any government, Central or State; and
  - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
  - e) the undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
6. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to
  7. Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
  8. I/ We declare that we are not a Member of any other bidder submitting a Bid for the Project.
  9. I/ We certify that we/ any Member of bidder and our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

10. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the bidder or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
11. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
12. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
13. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
14. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
15. I/ We have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
16. I/ We offer a Bid Security of Rs.1 Lakhs (Rupees one Lakhs only) in accordance with the RFP Document.
17. The Bid Security in the form of a Demand Draft is attached.
18. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.



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

{We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}

I/ We shall keep this offer valid for 180 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

I/ We hereby submit our Bid for undertaking the aforesaid Project in accordance with the RFP Documents and the Concession Agreement. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

Name and seal of Bidder/Lead Member

**ANNEXURE II**  
**POWER OF ATTORNEY FOR SIGNING OF BID**

Know all men by these presents, We, \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (Name), son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the \*\*\*\*\* Project in responsible response to the RFP issued by South Delhi Municipal Corporation, the\*\*\*\*\* (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the SDMC, representing us in all matters before the SDMC, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the SDMC in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF..... , 20.....

For.....  
(Signature, name, designation and address of person authorised by Board Resolution (in case of Firm/Company)/ Partner in case of Partnership Firm  
Person identified by me/personally appeared before me/Signed before me/Attested/Authenticated \*  
(\*Notary to specify as applicable)  
(Signature, Name and Address of the Notary)  
Seal of the Notary  
Registration Number of the Notary

**ANNEXURE III**  
**ANTI-COLLUSION CERTIFICATE**

[To be submitted on the letter heads of the Bidders separately]

Date: [•]

To,

**Commissioner**  
**South Delhi Municipal Corporation**

**Sub:** Proposal for appointment of agency to carry out gap analysis study, preparation of implementation plan along with supervision monitoring for solid waste management. ("Project")

Sir,

We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

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

Dated this [•] Day of [•], 2018

Name of the Bidder

Signature of the Authorised Person

**ANNEXURE – IV**  
**FORMATS FOR TECHNICAL PROPOSAL**

In preparing the Technical Offer, Bidders are advised to review the RFP in full including the Project Information Memorandum.

Bidders are requested to undertake required reconnaissance studies and field level studies required by the Bidder to ensure that their Technical Proposal addresses the issues and meets the requirements of the project as outlined in the RFP. Bidders are open to carryout independent studies to confirm the validity of the information provided in the RFP.

The Bidder shall submit a Technical Proposal as per the requirement of RFP

**ANNEXURE – V**  
**Basic Information about Bidder**

S.No	Particular	Please attach or fill
1)	Name and address of the Bidder	
2)	Whether individual/partnership firm/ private or public ltd. company	
3)	Name/Names of Owner/Partners/ Directors	
4)	Date of Registration/Incorporation of Firm/Company	
5)	Name of the authorized person signing the tender and his / her designation	
6)	Contact Details: Telephone Number : Fax Number : Mobile Number : E- mail ID :	
7)	Nature of core business	
8)	Name of the Bankers and their full address	
9)	Has the Bidder, or any partner or Directors of the firm/company been involved in litigation during last 10 years for non performance	
10)	List of urban local body for which consultant has worked for solid waste management. Attach work orders, agreement and certificates from Urban Local bodies	
11)	Any other information	

**Signature of the Bidder**

**ANNEXURE – VI**

**Information regarding Litigations of bidder during last Five Years**

<b>Sr. No.</b>	<b>Name of the project owner/ULB</b>	<b>Year of litigation</b>	<b>Nature of Litigation</b>	<b>Outcome</b>

**ANNEXURE - VII**  
**FORMATS FOR FINANCIAL OFFER**  
TO BE SUBMITTED IN SEPARATE ENVELOP

Date: \_\_\_\_\_

<b>Particulars of the Project</b>	<b>Total Population of Soul Delhi Municipal Corporation</b>	<b>Rate per capita in Rs.</b>	<b>Total Amount in Rs.</b>
<b>Appointment of agency to carry out gap analysis study, preparation of implementation plan along with supervision monitoring as per the scope of work given in the RFP</b>	<b>6415000</b>		

**Note: - Consultant is also required to submit the detailed analysis in support of the above financial quote.**