



SOUTH DELHI MUNICIPAL CORPORATION

Request for Proposal (RFP) for Appointment of Consultant to Carry Out Consultancy Services for Establishment of Plastic Waste, and E-Waste Management System in South Delhi Municipal Corporation

Office Address:
Executive Engineer (DEMS Store), SDMC
Room No. 16, Ambedkar Stadium, Delhi Gate, Delhi-110002



SOUTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE EX. ENGINEER (DEMS STORE)
ROOM NO. 16, AMBEDKAR STADIUM, DELHI GATE, DELHI-110002
Phone-011-23722787 E-Mail: eep1mcd@gmail.com

NO: SDMC(DEMS)CD/2017-18/143

Dated 02.08.2017

NOTICE INVITING TENDERS

Executive Engineer-DEMS-Store, SDMC on behalf of the Commissioner, SDMC invites tenders on Double Bid system, from agencies empanelled for providing support to the cities/towns for Solid Waste Management issued by Government of India, Ministry of Urban Development (PHE Section), Nirman Bhawan, New Delhi vide Q-11011/1/2013-PHE dated 7.8.2013. The agencies who meet the technical and financial criteria as contained in the RFP document shall be eligible to apply for the aforesaid work on SDMC website as manual submission of bids for the following work:

Name of Work
Appointment of Consultant to Carry Out Consultancy Services for Establishment of Plastic Waste and E-Waste Management System in South Delhi Municipal Corporation

The eligibility Criteria

The agencies empanelled for providing support to the cities/towns for Solid Waste Management issued by the Government of India, Ministry of Development (PHE Section) Nirman Bhawan, New Delhi vide no. Q-11011/1/2013-PHE dated 7.8.2013 meeting following qualification criteria shall be eligible to apply.

1. TECHNICAL QUALIFICATION CRITERIA

- a. *The Consultant should have successfully completed feasibility report / detailed project report of at least **one Plastic/E-waste management systems waste management projects in India** including preparation of Concession/Contract Bidding Documents during last seven financial years ending 31st March 2017.*
The bidder shall submit the list of projects executed by them meeting this criterion along with 'satisfactory performance' certificate from their clients with their application.
- b. *Consultant should have an office in Delhi NCR region.*
- c. *Consultant should have 5 years or more experience of working in waste management sector.*
The bidder shall submit proof of being in operation for more than 7 years with their application.

2. FINANCIAL QUALIFICATION CRITERIA

- a. Consultant should have an average annual turnover of Rs. 5 Crore or more during the last three financial years, i.e. 2013-14, 2014-15 and 2015-16.
- b. Consultant should be registered in India possessing good conduct & market record and must not be debarred / blacklisted by any Government agency.
Every Bidder shall give an affidavit with its Proposal to this effect, clearly mentioning that he has not been blacklisted or debarred.
- c. Consortium and Joint Ventures are not allowed.

3. Cost of Bid document (Non-Refundable): Rs. 1000/-.

The tender document/ RFP can be downloaded from SDMC's Web site <http://www.mcdonline.gov.in>.
The bidders need to pay the cost of document along with application in the above manner and such demand

draft (for cost of document) must be prepared and submitted along with the bid. **Downloaded version of the document, if not accompanied with the Demand Draft (as document fees) will be rejected.**

The amendments/ clarifications, if any, to the document will also be available on the above website only. The last date of submission of the bid document is **21.08.2017** till **15:00** Hrs (IST).The technical bids would be opened on **21.08.2017** at **15:30**Hrs (IST) in the office of **Superintendent Engineer- DEMS, South Delhi Municipal Corporation, 2nd Floor, E-1 Block, Civic Centre, JLN Marg, New Delhi-110002** in presence of the participating bidders, if any.

EXECUTIVE ENGINEER-DEMS-Store
South Delhi Municipal Corporation

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.

1. INFORMATION TO BIDDERS

1.1 DEFINITIONS

"Applicant/Bidder" means a reputed national firms/Agency/Company/Organization(s) or individuals having the requisite experience who has downloaded the RFP document from the website of SDMC and applied for the same.

"Application" means the completed RFP submitted by an Applicant interested in the Project in the prescribed format.

"E-Waste": As defined in E-waste (Management and Handling Rules) 2016.

"SDMC" means SOUTH DELHI MUNICIPAL CORPORATION

"Plastic Waste": As defined in Plastic waste (Management and Handling Rules) 2016.

"PPP" means Public- Private Partnership

"RFP" means Request for Proposal.

"LOA" means Letter of Acceptance

"Consultant" means the individual/firm/Agency/Company selected from the applicants and appointed to handle the consultancy assignment.

"POA" means Power of Attorney.

2 INTRODUCTION

2.1 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.

2.2 The South Delhi Municipal Corporation has a total area of 656.91 sq. kms having population approximately 64.15 lacs within its territorial jurisdiction. The SDMC collects transports and disposes all Municipal Solid Waste (MSW), Debris/Construction and Demolition (C&D) Waste/Malba and of all the colonies falling under its jurisdiction including unauthorized colonies / slum areas / regularized colonies etc.

2.3 At present about 3500 MT of MSW is collected daily from 1157 Nos. of Receptacles (Dhalaos/Dustbins/Open site) constructed at different places in all four zones of SDMC. This waste generated by the citizens is deposited in the receptacles either by the citizens themselves or through private persons and the same is taken to Sanitary Land Fill site at

Okhla, Waste to Energy Plant Okhla, Compost Plant Okhla and Sanitary Land Fill site Bhalswa (North DMC) for processing/disposal.

2.4 SDMC has outsourced through concessionaires the work of collection, segregation & transportation of Municipal Solid Waste in Central Zone, South Zone and West Zone.

2.5 SDMC is carrying out the work of collection, segregation & transportation of Municipal Solid Waste in Najafgarh Zone by departmental labour /Machineries.

2.6 SDMC has a land at Location-A Sector-29Dwarka, having area about 2.0 acres. This land may be used if required for aforesaid projects.

3. PLASTIC WASTEMANAGEMENT

- 3.1 Plastic waste generated from various production processes have to be managed scientifically as per the requirements of Plastic Waste (Management & Handling) Rules, 2016 notified by the Ministry of Environment & Forest, Government of India.
- 3.2 According to the present scenario about 150 MT per day of plastic waste is mixed with along with Municipal Solid Waste in all four zones of South Delhi Municipal Corporation.
- 3.3 The Hon'ble National Green Tribunal, Bench New Delhi vide its order dated 24.2.2015 in the matter of Satish Kumar V/s. Union of India &Ors. And Mahavir Singh V/s. Union of India &Ors. O.A. No. 56 (THC) 2013 and O.A. No. 57 (THC) 2013 has directed are as under:-
 - i. All the Municipal Authorities within the meaning of Rules 3 (j) of the Plastic Waste (Management and Handling) Rules 2016, shall strictly enforce the provisions of the said rules relating to use, collection, segregation, transportation and disposal of plastic waste, and for such purposes shall (i) set up, operationalise and coordinate the waste management systems within their limits (ii) work out and set up systems for the use of plastic waste in road construction and/or in co-incineration plans for generation of energy in accordance with law and lastly (iii) incorporate necessary provisions in their bylaws for enforcement of the said rules.....

4. E-WASTE MANAGEMENT

- 4.1 As per the E-Waste (Management and Handling) Rules 2016, it is the duty of South Delhi Municipal Corporation that:
 - i. To ensure that e-Waste if found to be mixed with Municipal Solid Waste is properly segregated, collected and is channelized to either authorized collection centre or dismantler or recycler.
 - ii. To ensure that e-Waste pertaining to orphan products is collected and channelized to either authorized collection centre or dismantler or recycler.
- 4.2. The Hon'ble High Court of Delhi vide its order dated 30.1.2015 in the matter of Rashid Ali &Ors. V/s. Commissioner of Police &Anr. WPC No. 488 of 2012 & CM 3384 of 2013 has directed that an Institutional Regulatory Mechanism is to be evolved for long term solution for the management of Battery Waste, E-Waste and other Hazardous Waste. Delhi Pollution Control Committee and Land owning Agencies i.e. concerned Municipal Corporations, DDA etc. will take all effective measures and actions in their areas i.e. in Industrial areas by DPCC and in non-conforming/residential areas by concerned Land owning Agencies.

5. IMPLEMENTATION

In view of above, South Delhi Municipal Corporation (SDMC) is desirous of implementation of the Plastic Waste and E-waste (Management & Handling) Rules 2016 within their municipal limits.

6. OBJECTIVES:

- 6.1 SDMC Plans to implement a comprehensive Plastic Waste and E-Waste management strategy for the SDMC area which will be based on the 3R approach that focuses on reducing, reusing and recycling of generated plastic wastes. The project should be in compliance to the Plastic Waste (Management & Handling) Rules, 2016 and E-Waste (Management & Handling) Rules, 2016 notified by the Ministry of Environment & Forest, Government of India respectively.
- 6.2 The proposed project aims at creating a comprehensive strategy to serve the collection, storage, segregation recycling, transportation, treatment and ultimate disposal of Plastic Waste and E-Waste arising from the SDMC area.

7. SCOPE OF WORK:

- The scope of work for the consultants to be appointed for the project includes the following:
- 7.1 Identify possible plastic and e-waste generated by various sources in jurisdiction of South Delhi Municipal Corporation and quantification based on available information with DPCC, CPCB, secondary sources, and discussion with concessionaire, recyclers and others involved in the process.
 - 7.2 Identification of stakeholder & establish Plastic and E-waste trade chain which include list of bulk generators, authorized collectors, recyclers, collection centers, dismantlers of electrical / electronic equipment, processors /recyclers of plastic and e-Waste. The study should also include details on major NGOs working in the sector and a broad estimate on rag picker and informal waste collectors.
 - 7.3 Analysis of existing Plastic and E-waste collection, storage, segregation, transportation, recycling and disposal system which includes list of facilities and methods that are being employed to collect, dismantle and recycling of the e-waste and plastic waste.
 - 7.4 Identification of various options to maximize collection of plastic waste from generators in the areas where door to door collection is being done by concessionaire , slum areas and other areas
 - 7.5 Conducting detailed feasibility with options for development of plastic and e waste collection, storage, recycling / reutilization and disposal along with preliminary designs, cost estimates and revenue estimates from the project.
 - 7.6 Formulation of a detailed implementation plan for the project with institutional framework, staffing requirement, recommend levels and skills of staffing, procurement plan etc
 - 7.7 Outline in detail the various approvals and clearances that might be required for the Project, and the entity that needs to take these approvals. These include, inter-alia, approvals related to land, related to environment, etc.
 - 7.8 Suggest eco-friendly recycling, treatment and disposal options for e-waste and plastic waste. The assessment should also include the options for recycling of the various categories of e-waste and plastic waste using the information from secondary sources.
 - 7.9 Structuring of the project with appropriate bid parameter, technical and financial evaluation criteria, payment mechanism for developing the project on PPP basic
 - 7.10 Development of a detailed tender document to invite private parties as per the approved project structure. The tender will include the pre-qualification bidding documents, performance obligations, technical specifications, inspection requirements, and monitoring framework, etc.
 - 7.11 Assist SDMC in organizing a Pre-bid meeting to respond to the queries on the tender documents.
 - 7.12 Assist in finalization and issue of the final bid documents (RFP) and in soliciting proposals from bidders.
 - 7.13 Assist in evaluating bid proposals received from prospective bidders and short listing the bidders.
 - 7.14 The proposal of the consultants shall comply with the Plastic Waste (Management and Handling) Rules 2016 and e-Waste (Management and Handling) Rules 2016.
 - 7.15 Bidder/Consultant will arrange presentation on the project from time to time as and when required by the SDMC.

8. QUALIFYING CRITERIA

The agencies empanelled for providing support to the cities/towns for Solid Waste Management issued by the Government of India, Ministry of Development (PHE Section) Nirman Bhawan, New Delhi vide no. Q-11011/1/2013-PHE dated 7.8.2013 meeting following qualification criteria shall be eligible to apply.

8.1 TECHNICAL QUALIFICATION CRITERIA

- a. The Consultant should have successfully completed feasibility report / detailed project report of at least **one Plastic/E-waste management systems waste management projects in India including preparation of Concession/Contract Bidding Documents during last seven financial years** ending 31st March 2017.
The bidder shall submit the list of projects executed by them meeting this criterion along with 'satisfactory performance' certificate from their clients with their application.
- b. Consultant should have an office in Delhi NCR region.
- c. Consultant should have 5 years or more experience of working in waste management sector.
The bidder shall submit proof of being in operation for more than 7 years with their application.

8.2 FINANCIAL QUALIFICATION CRITERIA

- a. Consultant should have an average annual turnover of Rs. 5 Crore or more during the last three financial years, i.e. 2013-14, 2014-15 and 2015-16.
The application must be accompanied by the audited Balance Sheet for the preceding three financial years by the approved Chartered Accountant/Firm of the applicant.
In case the annual accounts of the latest financial year are not audited and therefore the applicant shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the applicant may provide the un-audited Annual Accounts (with Schedules) for the latest financial year.
In case the applicant fails to provide such Audited Financial Statements and certificate from statutory auditor specified herein above, the bid will be rejected treating it as non-responsive.
- b. Consultant should be registered in India possessing good conduct & market record and must not be debarred / blacklisted by any Government agency.
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/ RFQ/ Agreement. In addition to this the SDMC will also lodge a police complaint for initiation of criminal action against the defaulter.
- c. Consortium and Joint Ventures **are not allowed**.

8.3 TEAM COMPOSITION

The consultants are expected to include an inter-disciplinary team that will be selected based on its experience and capacity in carrying out this type of work. Its knowledge of, and experience in Waste Management sector and in the field of Private Sector Participation for infrastructure sector in India will be particularly important.

Key Position	Area of Specific Expertise Desired	Minimum Qualification required and Professional Experience Desired
Team Leader	Waste management, Waste characterization, Design of	<ul style="list-style-type: none">At least 12 years of professional

	facilities, Public private partnership projects	experience in Waste Management sector ; <ul style="list-style-type: none"> • Should hold master degree in the field of Environment, Engineering, Planning or related discipline • Tendering experience for PPP experience that would enable the expert to recommend international best practices applicable to the sector.
Specialists		
Environmental Engineer / Waste Management Expert (at least two specialists)	Plastic and E-waste management, related regulations, best practices, site assessment and design and management of hazardous waste facility	<ul style="list-style-type: none"> • At least 8 years of professional experience in Waste Management sector ; • Master degree in Environment, Engineering, Planning or related discipline • Experience in waste management sector
PPP & Finance Expert	Preparation of sensitivity analysis and financial models and Should have experience in setting up projects in PPP model in India	<ul style="list-style-type: none"> • Post Graduate in Finance with at least 10 years of experience in setting up of PPP projects

Bidders shall submit list of key members working on its roles.

8.4 VALIDITY OF BID

Bids shall remain valid for 150 days after the date of bids opening prescribed. A bid valid for a shorter period may be rejected as non-responsive.

The bidder shall quote bid prices entirely in Indian currency and all payments shall be made in Indian currency only.

9. DELIVERABLES, TIMELINES & PAYMENTS

- 9.1 Time allowed for this project shall not exceed 7 months from the date of award of Contract. The following deliverables along with tentative time line are expected to be submitted as a part of this activity. However, the consultants may suggest their own time schedule.

S. No.	Deliverables	Target months from award of Contract
1.	Inception Report	One week
2.	Interim Report	1.5 Months
3.	Draft Report	3 Months
4.	Final Report	4 Months
5.	Finalization of tender document	5 Months
6.	Pre-bid conference	5.5 Months
7.	Bid evaluation	7 Months

- 9.2 Payment shall be made in one installment on the successful completion of the consultancy project. No part payment shall be made.

10 FORMAT AND SIGNING OF PROPOSAL

The following format for submission of the Proposal shall be followed:

- A.** The Bidder(s) will provide all the information required by this RFP and in the specified format(s). The SDMC will only evaluate those Proposals that are received in the required format(s) that are complete in all respects.
- B.** The Proposal should be submitted in two parts:

10.1 Part I: Consisting of Two Parts

Part I (A): Other Submissions: Other Submission envelope shall contain:

- a) Bid Security in the form of Demand Draft/Pay Order of **Rs 1,00,000/- (Rs. One Lacs only)**, issued by a Scheduled commercial Bank in favour of “**Commissioner, South Delhi Municipal Corporation**” Payable at New Delhi shall be placed in a separate envelope marked “Proposal Security for Appointment of Consultant for Plastic Waste and E-waste.”
- b) Demand draft of **Rs 1,000/- (Rs. One thousand only)** as tender document fee.
The Bidders who do not submit the above document i.e Bid Security and proof of purchase of tender document, their Part I (B) Technical submission will not be opened.

10.2 Part I (B): Technical Submissions:

- a) Letter of acknowledgement of receipt of RFP document and notice of intent to submit proposal **as per Format given in Appendix 1;**
- b) Power of Attorney for signing the Proposal as per the format enclosed at **Appendix 2;**
- c) Covering Letter cum Project Undertaking as per Format given in Appendix 3. Bids shall be valid for a period of 150 Days after opening of bids.
- d) Details of Bidder information in the prescribed format (**Appendix 4**) along with supporting documents;
- e) An affidavit to the effect that the Bidder has not been debarred or blacklisted by any Government Department/Organization/Agency shall be submitted.
- f) Anti-Collusion Certificate by the Bidder in the format as specified in **Appendix 5.**
- g) The bidder shall submit proof of being in operation for more than 7 years with their application.
- h) **The bidder shall submit the list of projects executed by them meeting the technical qualification criterion along with ‘satisfactory performance’ certificate from their clients with their application.** Format as per Appendix 6 shall be included in this submission, so as to ascertain that the Bidder is technically qualified.
- i) Format as per Appendix 7 shall be included in this submission, so as to ascertain that the Bidder is financially qualified.

The application must be accompanied by the audited Balance Sheet for the preceding three financial years by the approved Chartered Accountant/Firm of the applicant.

In case the annual accounts of the latest financial year are not audited and therefore the applicant shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the applicant may provide the un-audited Annual Accounts (with Schedules) for the latest financial year.

In case the applicant fails to provide such Audited Financial Statements and certificate from statutory auditor specified herein above, the bid will be rejected treating it as non-responsive

J) Bidders shall submit list of key members working on its roles as per Appendix 8.

K) Bidders shall also submit a brief write up expressing their understanding of this project and their proposal this project (Maximum 5 pages in Calibri 12 font size) as per Appendix 9.

The Bidders who do not submit the above documents in their Part I (B) submission, there financial submission will not be opened.

10.3 Part II Commercial/Financial Submission: This should contain the Commercial Offer for the Project in separate cover as per the format set out in **Appendix 10**. Bidder shall also provide a statement regarding justification of the bid i.e. cost of all components like salary, infrastructure etc.

C. Proposal Submission:

- a. The Proposal shall be typed or printed in indelible ink and each page shall be signed and stamped by the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal.
- b. Each page of the Proposal Document should be numbered and signed by the bidder.

D. Sealing and Marking of Proposals

- a. **Sealing and Marking of Part I Submissions:** The “PART I SUBMISSION” envelope should have **separate** sealed envelope for Part I (A) Other Submission and Part I (B) Technical Submission.
- b. **Sealing and Marking of Part I (A) Other Submission:** There shall be one Part I (A) submission. This should be clearly marked as “PART I (A) OTHER SUBMISSION FOR Appointment of Consultant for Plastic Waste and e-waste”.
- c. **Sealing and Marking of Part I (B) Technical Submission:** There shall be one Part I (B) Technical submission. This should be clearly marked as “PART I (B) TECHNICAL SUBMISSION FOR Appointment of Consultant for Plastic Waste and e-waste”.
- d. Part I (A) other submission and Part I(B) Technical Submission shall be placed in one envelope and shall be marked as “PART I SUBMISSION for appointment of consultant for Plastic waste and E-waste.
- e. **Sealing and Marking of Part II Commercial/ Financial Submission:** Within the PART II envelope the commercial submission for the Proposal submitted needs to be placed. The envelope

- shall be clearly marked “PART II COMMERCIAL/ FINANCIAL SUBMISSION FOR Appointment of Consultant for Plastic Waste and e-waste”.
- f. The “PART I SUBMISSION” envelope and “PART II SUBMISSION” envelope should then be placed in a single outer envelope super scribed as “PROPOSAL SUBMISSION FOR Appointment of Consultant for Plastic Waste and e-waste” and sealed.
 - g. All the envelopes shall indicate the Name and Address of the Bidder.
 - h. All the envelopes shall clearly bear the following identification: “Proposal for Appointment of Consultant for Plastic Waste and e-waste”.
 - i. All the envelopes shall be addressed to:

**Superintendent Engineer- DEMS
South Delhi Municipal Corporation
2nd Floor, E-1 Block, Civic Centre, JLN Marg,
New Delhi-110002.**

- E. If the envelopes are not sealed and marked as instructed above, the Proposal may be deemed to be non-responsive and be liable for rejection. The SDMC assumes no responsibility for the misplacement or premature opening of the Proposal submitted if the same is not in accordance with the prescribed format.

11. TEST OF RESPONSIVENESS

Prior to evaluation of Proposals, the SDMC will determine whether each Proposal submitted by Bidders is responsive to the requirements of the RFP. A Proposal shall be considered responsive, if it is;

- (a) Received before 1500 Hrs (IST) on the Proposal Due Date.
- (b) Accompanied by the requisite Bid Security as per Article 10.1 (a) of this RFP.
- (c) Signed, sealed, and marked as stipulated in Article 10.3 (D).
- (d) Contains the information and documents in the form and formats specified in this RFP as per article 10.
- (e) Mentions the validity period of Proposal, as set out in this RFP.
- (f) Provides the information(s) in reasonable detail ("Reasonable Detail" means that the information(s) contained in the Proposal are self contained).
- (g) Consistent with the supporting documents.
- (h) The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.
- (i) It shall be deemed that prior to the submission of the Proposal, the Bidder has:

- a. Made a complete and careful examination of terms and conditions /requirements, and other information as set forth in this RFP document;
 - b. Received all such relevant information as it has requested from South Delhi Municipal Corporation.
 - c. Made a complete and careful examination of the various aspects of the Project
- (j) South Delhi Municipal Corporation shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

A Proposal shall be considered responsive, if it contains the required information(s) on all points as listed above; without material deviation or reservation. A material deviation or reservation is one which,

- (a) Affects in any substantial way, the scope of work, quality, or performance parameters of the Project(s), or
- (b) Limits it in any substantial way or is inconsistent with the RFP document or affects the mandatory/obligatory functions of the Corporation or the Bidder's obligations under the RFP document or Concession Agreement.

SDMC reserves the right to reject any Proposal which in its opinion is non-responsive; in respect of such Proposals and no request for its modification or withdrawal shall be entertained by the NDMC

12. PROPOSAL DUE DATE

Issue/download of RFP documents along with cost Rs.1000.00.

Last Date for submission of bid: - **upto.21.08.2017, 3.00 PM**

Date for opening of Technical Bid (Part-I): **21.08.2017 at 3.30 PM**

- 12.1 Proposals complete in all the respect should be submitted manually on **21.08.2017** or before upto **03:00 PM** to the **Superintendent Engineer- DEMS, South Delhi Municipal Corporation, 2nd Floor, E-1 Block, Civic Centre, JLN Marg, New Delhi-110002** in the manner and form as detailed in this RFP. Proposals submitted by email, facsimile transmission or telex will not be accepted.
- 12.2 Department in exceptional circumstances, and at its sole discretion, extend the above Proposal Due Date by issuing an Addendum.

13. OPENING OF PROPOSALS.

- 13.1 PART I SUBMISSION will be opened on **21.08.2017 at 3.30 PM** in the office of **Superintendent Engineer- DEMS, South Delhi Municipal Corporation, 2nd Floor, E-1 Block, Civic Centre, JLN Marg, New Delhi-110002** in presence of the participating bidders, if any.
- 13.2 Financial proposals of the bidders found qualified will be opened on the date and time intimated to all the qualified bidders in due course of time.
- 13.3 South Delhi Municipal Corporation reserves the right to reject any Proposal not submitted on time and which does not contain the information/documents as set out in this RFP document.

14. EVALUATION

- 14.1 The criteria for eligibility, qualification and evaluation of Bidders will be done as per this RFP document.

- 14.2 As part of the evaluation, the Proposals shall be checked for responsiveness with the requirements of the RFP and only those Proposals, which are found to be responsive, would be further evaluated in accordance with the criteria, set out in this RFP document

15. LETTER OF ACCEPTANCE.

- 15.1 The lowest bidder shall be considered for allotment of consultancy work if found reasonably capable of executing the assignment in the given time. The Letter of Acceptance will be issued to the selected bidder.
- 15.2 Singing of Contract:
After it is notified to the successful bidders that his bid has been accepted, the bidder within 7 days of receiving the letter of intent shall attend the office of Ex. Engineer (Stores) DEMS, along with a non-judicial paper of Rs. 100/- to sign the contract.

15.3 Performance Security: The selected Consultant 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]; as Performance Security to SDMC, on or before the signing of agreement by Demand Draft/Bank Guarantee in favour of Commissioner, SDMC (as per format given in RFP). The performance security shall be valid for the entire Contract period+ 3 months. **The Earnest Money will be refunded after submission of the Performance Security.**

15.4 Bid Security of the unsuccessful bidders will be returned within 30 days of issue of letter of acceptance to the successful bidder.

15.5 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, SDMC may request the bidders in writing to extend the Proposal Validity Period for a specified additional period.

16. PENALTY CLAUSE

The Consultant would work in accordance with Good Industry Practice. The time is essence of work, and consultant shall ensure smooth progress as per the schedule given in this RFP or as per his own activity bar chart submitted in advance by the consultant. A penalty of 10% for not meeting the deadlines shall be imposed by the Department.

17. 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 SDMC shall be entitled by written notice to terminate this Agreement.

18. TERMINATION OF CONTRACT

18.1 For Non Execution/Non Performance

The contract can generally be terminated if:

- a. The term of contract expires.
- b. Non-performance during the execution of project.
- c. Performance is below expected level.
- d. Non adherence to the timelines of the project.
- e. Quality of work is not satisfactory.

SDMC shall have exclusive right to terminate this assignment after providing written notice of 30 days to the other party.

18.2 Termination for Insolvency, Dissolutions Etc.

SDMC may at any terminate the contract by giving written notice to the consultant, if the consultant becomes bankrupt or otherwise insolvent or in case of dissolution of the consultant/company or

winding up of firm/company. In this event termination will be without compensation to the consultant, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to SDMC.

18.3 Termination for Convenience:

SDMC reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that mention is for SDMC convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination effective.

19. **APPLICABLE LAW**

The contract shall be governed by the law and procedures established by Government of India, within the framework of applicable legislation and enactment made from time to time.

20. **EXTENSION OF TIME FOR COMPLETION**

Time is the essence of the contract and no extension of time shall be granted. However, in case of any exceptionally adverse or force majeure conditions or other special circumstances of any kind, which may occur, other than default of the bidders, SDMC upon request of the bidder may consider grant of suitable extension of time for completion of work. Force majeure conditions shall include any natural calamity, acts of war, riots, invasion, acts of foreign enemy and rebellion etc.

21. **CONFIDENTIALITY**

The Consultant to maintain secrecy and confidentiality of the information/documents received by it and knowledge acquired by it from SDMC, 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 Consultant shall wherever possible, inform SDMC before submission of any information to a court or government agency pursuant to such statutory obligation.

The Consultant and SDMC hereby agree and undertake to treat all correspondence including calculation sheets and other documentation exchanged between the Consultant and SDMC 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.

APPENDIX 1

**FORMAT FOR ACKNOWLEDGEMENT OF RECEIPT OF RFP DOCUMENT
AND
NOTICE OF INTENT TO SUBMIT PROPOSAL**

To

Executive Engineer (DEMS Store),
South Delhi Municipal Corporation
Room No. 16, Ambedkar Stadium, Delhi Gate, Delhi-110002

Dear Sir,

Subject: INTENT TO SUBMIT PROPOSAL for Appointment of Consultancy Services for Establishment of Plastic Waste, and E-Waste Management System in South Delhi Municipal Corporation

I, the undersigned hereby acknowledge and confirm receipt of the Request for Proposal (RFP) document for the project, from the South Delhi Municipal Corporation (SDMC) and convey my intention to submit PROPOSAL FOR Appointment of Consultant for Plastic Waste and e-waste). The Demand Draft No. _____ Dated _____, drawee Bank _____, amounting to Rs. 1000/- favoring Commissioner, South Delhi Municipal Corporation, payable at New Delhi for cost of Tender Document is enclosed. Further the Demand Draft No. _____ Dated _____, drawee Bank _____, amounting to Rs. 1,00,000/- favoring Commissioner, South Delhi Municipal Corporation, payable at New Delhi against Earnest Money is also enclosed.

.....
Signature of the Authorized Person

.....
Name and designation of the Authorized Person

Date:

Note:

1. On the Letterhead of the Bidder.

APPENDIX 2

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

One person to be nominated by for signing the Proposal]

(On Non- Judicial Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr /Ms.....(name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to, for “PROPOSAL SUBMISSION FOR Appointment of Consultancy Services for Establishment of Plastic Waste, and E-Waste Management System in South Delhi Municipal Corporation”, including signing and submission of all documents and providing information/ responses to the SDMC in all matters in connection with our Proposal for the Project.

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

Dated this _____ Day of _____ 2017

To be signed by all Director(s)/ Proprietors of the firm/member

Accepted

Signature
(Name, Title and Address of the Attorney)

Date:

Note:

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- 3. In case an authorized Director of the Bidder signs the Proposal, a certified copy of the appropriate resolution conveying such authority may be enclosed in lieu of the Power of Attorney.*

APPENDIX 3

FORMAT FOR COVERING LETTER-CUM-PROJECT UNDERTAKING

To

**Executive Engineer (DEMS Store),
South Delhi Municipal Corporation
Room No. 16, Ambedkar Stadium, Delhi Gate, Delhi-110002**

Dear Sir,

Subject: PROPOSAL SUBMISSION for Appointment of Consultancy Services for Establishment of Plastic Waste, and E-Waste Management System in South Delhi Municipal Corporation

Dear Sir,

Being duly authorized to represent and act on behalf of (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the information provided in the Request for Proposal (RFP) document provided to us by the SDMC, in respect of the Project, the undersigned hereby submits the Proposal in response to the RFP for evaluation.

I/ We are enclosing OUR Proposal; along with details/ certificates as per the requirements of the RFP.

I/ We confirm that our Proposal is valid for a period of 150 Days from the date of opening of bid.

We also hereby agree and undertake as under:

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

..... (Signature of the Authorized Person)

..... (Name and designation of the Authorized Person)

..... (Date)

Note: On the Letterhead of the Bidder

APPENDIX 4

**BASIC INFORMATION ABOUT BIDDER
[To be submitted with technical Proposal]**

1.	Name of the Company Name/Names of Proprietor/Partners/ All Directors Name Designation/Position	
2.	Professional Qualification of CEO	
3.	Name of the authorized person signing the Proposal and his/ her designation	
4.	Date of Incorporation of Company/Organization Registration No. PAN No	
5.	Place and address of the Business/Office And Administrative Office: Telephone Number Fax Number Mobile Number E-mail ID <u>Registered Office</u> Telephone Number Fax Number E-mail ID Mobile No.	
6.	Nature of the Business	
7.	Name of the Bankers and their full address	
8.	Whether enlisted in Govt. or Semi Govt. Department as eligible expert organization (copy to be submitted with the Proposal)	
9.	Has the Bidder or his partner or shareholder ever been involved in litigation/ court cases with the SDMC / other Departments	
	If, yes give complete details on separate sheet	

APPENDIX 5

FORMAT FOR ANTI-COLLUSION CERTIFICATE

Anti-Collusion Certificate

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

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

Dated thisDay of, 2017

.....

(Name of the Bidder)

.....

(Signature of the Authorized Person)

.....

(Name of the Authorized Person)

Note:

1. *On the Letterhead of the Bidder*

APPENDIX 6

LIST OF WORKS EXECUTED BY THE BIDDER

[To be submitted with Technical Proposal]

Name of the Bidder:

Bidder must have successfully completed *feasibility report / detailed project report of at least one Plastic/E-waste management systems waste management projects in India including preparation of Concession/Contract Bidding Documents during last seven financial years ending 31st March 2017.*

Please list the works alongwith Satisfactory Performance Certificate from the Clients.

Work Experience

Year of Work	Name of the organization for which worked (Also provide name of work and work order no.)	Worked executed independently (Yes/No) If No define role of each collaborator in separate sheets.	Contractual Amount with time of completion	Actual Dates of Engagement / Start & completion	Delay in Execution Yes/No	Project Delayed by (Months)	Brief of the Project Enclosed (Yes/No) (Attach sheets for each work)	Satisfactory Completion Certificate enclosed Yes/No	Present Status Of Project Completed or Undergoing with date	Name and Address of the Responsible Officer/ Nodal Officer with Contact Number	Remarks/ Any other feature

It is certified that I/We am/are executed the work independently / or in joint venture with ----- Agency

Dated thisDay of, 2017

.....

(Name of the Bidder)

(Signature of the Authorized Person)

.....

(Name of the Authorized Person)

APPENDIX 7

FINANCIAL CAPABILITY REPORT OF THE BIDDER

[To be submitted with technical Proposal]

Name of the Bidder:

Status of the Bidder:

Financial Year	Annual Turnover	Net Worth at the end of Year	Aggregate Net Cash Accruals at the end of the year	Audited Report Enclosed Yes/No	Remarks/ Any other feature.
2013- 2014					
2014- 2015					
2015-2016					

Important:

1. Bidder should give an affidavit on the stamp paper of appropriate value that he/she is NOT a defaulter to any bank or financial institution during the last three years preceding this RFP submission for any loan or other financial transaction.

Dated thisDay of, 2017

.....
(Name of the Bidder)

.....
(Signature of the Authorized Person)

.....
(Name of the Authorized Person)

APPENDIX 8

Profile of Technical capabilities of Company

List the professionals on roles of the companies with detail of their experience for the similar works like Plastic Waste, E-Waste, Hazardous waste, Municipal solid Waste Management in India/ Internationally. Also list PPP and Finance experts available with the Company.

Sl. No.	Name	Qualification	Experience
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Bidders may attach brief CV of the professionals.

Dated thisDay of, 2017

.....

(Name of the Bidder)

.....

(Signature of the Authorized Person)

.....

(Name of the Authorized Person)

APPENDIX 9

Approach to the study and methodology

Appointment of Consultancy Services for Establishment of Plastic Waste, and E-Waste Management System in South Delhi Municipal Corporation

APPENDIX 10

(On letter head of the bidder)

Format for Financial Proposal

Name of the Project/ Location: Proposal Submission for Appointment of Consultancy Services for Establishment of Plastic Waste, and E-Waste Management System in South Delhi Municipal Corporation

	Scope of work in brief	Consultancy Fees	
		Amounts in Indian Rupees (Figures)	Amounts in Indian Rupees (Words)
1.	Consultancy for Plastic Waste and E-waste as per scope of work defined in Section 7 of this RFP.		

Note: Statutory tax, if any should be indicated separately.

Dated thisDay of, 2017

.....
(Name of the Bidder)

.....
(Signature of the Authorized Person)

.....
(Name of the Authorized Person)

FORM: BG (for Performance Security)

SAMPLE FORM PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

In consideration of the Commissioner, South Delhi Municipal Corporation (hereinafter called "SDMC") having offered to accept the terms and conditions of the proposed agreement between and (Hereinafter called the said "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 SDMC.
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 SDMC stating that the amount claimed is required to meet the recoveries due or likely to be due from the said 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 SDMC any money so demanded notwithstanding any dispute or disputes raised by the 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 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 SDMC 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 SDMC, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said consultants and accordingly discharges this guarantee.
5. We..... further agree with the SDMC that the SDMC (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 SDMC against the said 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 consultant or for any forbearance, act of omission on the part of the SDMC any indulgence by the SDMC the said 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 Consultant.

7. We..... Lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the SDMC in writing.
8. This Guarantee shall be valid up to, unless extended on demand by the SDMC. 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