




SOUTH DELHI MUNICIPAL CORPORATION

Appointment of Consultant for preparing Detailed Project Report and Bid Management Services for setting up of Waste to Energy Plant for South Delhi Municipal Corporation


Ex. Engineer (Store)
SDMC

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



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

No.: D/EE (Engg. Store)/2016-17/237

Date: 15.02.2017

NOTICE INVITING TENDER

Name of Work: Appointment of Consultant for preparing Detailed Project Report and Bid Management Services for setting up of Waste to Energy Plant for South Delhi Municipal Corporation

South Delhi Municipal Corporation (SDMC) encompasses mostly South and West parts of Delhi State. The present municipal waste generation in SDMC areas is approximately 3500 TPD, part of it is dumped at sanitary landfill Okhla without any processing. With rapid urbanisation and increase in economic activity, the waste generation is likely to go up in the coming years. For dealing with the unprocessed quantity of the waste, SDMC intends to establish a Waste to Energy (WTE) plant at Tekhand, Okhla.

To execute the project and meet its objectives, SDMC needs professional consulting services for preparing Detailed Project Report, Tender Document and Bid Management Services for setting up a Waste to Energy Plant.

The Corporation therefore invites response/bid from the reputed/experienced and technically qualified consultants to provide the necessary services to SDMC in accordance with the Terms of Reference specified in the RFP document. The response/bid based on the RFP document shall be used to select the successful bidder/consultant to whom Letter of Invitation (LOI) shall be issued. The Form(s) for submission of response/bid and detailed RFP/T&C/Contract conditions can be downloaded from the Corporation's website mcdonline.gov.in. Downloaded tender document can be used and the Response/bid can be submitted alongwith bid document fees. The desirous consultants may submit their bids in sealed cover upto **3.00 PM on 03.03.2017** in the office of **Superintending Engineer (DEMS), SDMC, 2nd Floor, Civic Centre. J.L.N. Marg, New Delhi-110002.**

Important dates for submission of proposals and other details are as under:

1	Cost of Request for proposal (RFP)	Rs. 5000/- (Non-refundable) in the shape of DD in favour of Commissioner, SDMC
2	Earnest Money	Rs. 2,00,000/- in the shape of DD or FDR/Bank Guarantee from any scheduled bank of at least 1 year validity period at the time of submission in favour of Commissioner, SDMC.
3	Validity of bids	180 Days
4	Date of Pre-proposal conference	23.02.2017 at 3.00 PM in the office of Executive Engineer (Store) SDMC, Room No. 16, Ambedkar Stadium, Delhi Gate, Delhi-110002
5	Last Date of submission of RFP	03.03.2017 upto 3.00 PM in the office of Superintending Engineer (DEMS), SDMC, 2 nd Floor, Civic Centre. J.L.N. Marg, New Delhi-110002
6	Date of Opening of Technical Bids	03.03.2017 at 3.30 PM in the office of Superintending Engineer (DEMS), SDMC, 2 nd Floor, Civic Centre. J.L.N. Marg, New Delhi-110002
7	Date of Opening of Financial Bids	09.03.2017 at 3.00 PM*

*Tentative

Scope of Work

The scope of consultancy work is as under:-

Phase 01: Submission of Feasibility Report

1. Collection of necessary data from SDMC/Field.
2. Submission of Inception report
3. Collection of samples of waste from different locations and analysis of their characteristics.
4. Study the existing MSW processing/disposal system/facilities in Delhi and in particular in SDMC. Topographic and Geological survey of the land/area proposed to be utilized for establishment of waste to energy plant.
5. Study of the prevailing Act(s)/Rules/Guidelines for Solid Waste Processing with specific emphasis on Waste to Energy.
6. Identification of the approvals required from different Govt. agencies/statuary bodies for establishment of the Plant.
7. Identification of the likely coordination activity for successful implementation of the Project.
8. Study of the availability of water at the proposed site.
9. Study of the evacuation of power to the nearest grid including the right of way.
10. Submission of the Feasibility report.

Phase 02 Submission of Detailed Project Report

1. Studying and proposal for different models for establishment of WTE.
2. Techno-economic analysis of the proposed WTE.
3. Preparation of draft layout plan for establishment of WTE facility.
4. Identification of the possible technology/methods for pre-processing of waste and subsequent technology
5. Preparation of draft Detailed Project Report.
6. Obtaining comments of SDMC on draft Detailed Project Report.

Phase 03: Preparation of Tender Documents and Bid Process management

1. Depending on the selected operating model for establishment of WTE, preparation of draft tender documents
2. Submission of Final Tender notification/document with concession agreement.
3. Assistance to SDMC in arranging pre-bid meeting with the prospective bidders and framing reply to their queries.
4. Submitting recommendations to SDMC in technical evaluation/ short listing of the bids received
5. Submitting recommendations to SDMC for selection of the successful bidder.
6. Assistance to SDMC in concluding the concession/contract agreement with the selected bidder

The consultant shall be required to make necessary application(s) soliciting approvals/NOCs from the various Govt. Department(s) for successful commissioning of the project.

The bidder/consultant is required to submit the proposal in two envelope system i.e. Technical & Financial Bid in separate envelopes. Envelope I shall contain technical bid documents (One original + One copy) in one sealed envelope. The envelope shall be marked "Technical Bid only". The EM is to be kept in Technical Bid envelope. The RFP not accompanied by Earnest Money in prescribed form shall be summarily rejected. Envelope II shall contain financial bid only in another sealed cover. For any query, contact 9717788590.

**Executive Engineer (Store)
SDMC**

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.

SUMMARY DESCRIPTION REQUEST FOR PROPOSAL

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Letter of Invitation (LOI)

This Section is a template of a letter from the Client addressed to the consulting firms inviting it to submit a proposal for a consulting assignment. The LOI includes a reference to the selection method and applicable guidelines or policies of the financing institution that govern the selection and award process.

Section 2: Instructions to Consultants and Data Sheet

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Instructions to Consultants” contains provisions that are to be used without modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract.

Section 3: Technical Proposal – Standard Forms This Section includes the forms for Technical Proposals that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2.

Section 4: Financial Proposal – Standard Forms

This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

Section 5: Eligible Countries : Deleted

Section 6: Corrupt and Fraudulent Practices This Section provides shortlisted consultants with the reference to the Corporation’s policy in regard to corrupt and fraudulent practices applicable to the selection process. This Section is also incorporated in the standard forms of contract (Section 8) as Attachment 1.

Section 7: Terms of Reference (TORs) This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 8: Standard Forms of Contract This Section includes two types of standard contract forms for large or complex assignments: a Time-Based Contract and a Lump-Sum Contract. Each type includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement the General Conditions. Each standard form of contract incorporates “Client’s Policy – Corrupt and Fraudulent Practices” (Section 6 of Part I) in a form of Attachment 1.

PART I

Section 1. Letter of Invitation

RFP No. D/EE (Engg. Store)/2016-17/237

Delhi, 15.02.2017

Dear Consultant,

1. The South Delhi Municipal Corporation (SDMC) {The Client} is responsible for maintaining sanitation and environment management services in the city for the area in its jurisdiction.
2. For processing of municipal waste, SDMC intends to establish a Waste processing facility of adequate size, specifically a Waste to Energy (WTE) plant at Govt. land situated at Tekhand, Okhla. To execute the project and meet its objectives, SDMC needs professional consulting services for preparing Detailed Project Report, Tender Document and Bid Management Services (hereinafter called "Services"). More details on the Services are provided in the Terms of Reference (Section 7).
3. It is not permissible to transfer this invitation to any other firm.
4. A firm will be selected under Quality- and Cost-Based Selection (QCBS) procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the Corporation.
5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 6 – Corrupt and Fraudulent Practices
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract
6. Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely

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

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable Guidelines" means the policies of the Corporation/ General Financial Rules governing the selection and Contract award process as set forth in this RFP.
- (c) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) "Corporation" means the South Delhi Municipal Corporation.
- (e) "GCC" means General Conditions of Contract (Section 8)
- (f) "Client" means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) "Consultant" means a legally-established professional consulting firm that may provide or provides the Services to the Client under the Contract.
- (h) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) "Day" means a calendar day.
- (k) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant(s).
- (l) "Government" means the Government of NCT Delhi.
- (m) "Joint Venture (JV) or Consortium" means an association of more than one Consultant but not more than two, where lead /Sole member has the authority to conduct all business for and on behalf of any and all the members, and where the members are jointly and severally liable to the Client for the performance of the Contract.
- (n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
- (o) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (p) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being issued by the Client to invite the Consultants.
- (q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (r) "PDD" means proposal submission due date.
- (s) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (t) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants.
- (u) "SCC" means Special Conditions of Contract (Section 8)

- (v) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (w) "Sub-consultant" means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (x) "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant in accordance with the method of selection specified in the **Data Sheet**.

2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Corporation.

3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

(i) **Conflicting Activities:** Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

(ii) **Conflicting Assignments:** Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

(iii) **Conflicting Relationships/ Relationship with the Client's staff:** a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client, or of implementing agency, who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 The Corporation requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.

5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Corporation to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Corporation.

6. Eligibility

6.1 The Corporation permits consultants (individuals and firms) to offer consulting services for this project as per the qualification criteria given below:

(i) Technical Qualification

S. No.	Qualification Criteria	Documentary Proof to be Produced
1	The Bidder should have undertaken within the last 10 years preceding the date of receipt of offer/bids: <ul style="list-style-type: none"> a) At least 2(two) consulting assignments for preparation of Detailed Project Report (DPR) of Waste of Energy projects of minimum 1000 Ton Per Day (TPD) b) At least 1(one) assignment of project management consultancy/engineering design of Waste to Energy projects of minimum 1000 Ton Per Day (TPD) 	Copy of letter of intent/work order/client agreement/certificate from client.
2	The bidder must have Key Personnel capable of handling the work as detailed in this RFP document as on the RFP due date.	Bio-data of employees

3	The bidder should have its registered office in India.	Certificate of Registration /Incorporation (Photostat Copy)
4	The bidder should be registered for Income Tax in India.	PAN Card (Photostat Copy)
5	The bidder must not be blacklisted by any Government/Public Sector Organization/ULBs in India/or that the Bidder has not been subjected to or made party to any litigation in respect of any urban infrastructure project for which is has been engaged as consultant during the past 10(ten) years preceding the PDD.	Self undertaking on company letterhead.

(ii) Financial Qualification:

S. No.	Qualification Criteria	Documentary Proof to be Produced
1	The Bidder should have a average turnover of Rs. 10.00 Crores during the last 03 years	Copy of the Balance sheet of the last 3 Financial years i.e. 2013-14, 2014-15 & 2015-16, duly counter signed by the Chartered Accountant
2	The bidder should have a net worth of Rs. 5.00 Crores at present	As above duly counter signed by the Chartered Accountant

6.2 Furthermore, it is the Consultant's responsibility is to ensure that its Experts, proposed team members, Sub-consultants, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Corporation in the Applicable Guidelines.

6.3 Restrictions for public employees: Government officials and civil servants of the Client's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the government, and they

- (i) Are on leave of absence without pay, or have resigned or retired;
- (ii) Are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Client's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal; and
- (iii) Their hiring would not create a conflict of interest.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

11.1 The Consultant shall submit only one Proposal. If a Consultant, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline (PDD).

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

a. Extension of Validity Period

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Client's no objection.

c. Sub-Contracting

12.9 The Consultant shall not subcontract any part of the Service, without prior permission of SDMC.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 Consultant may enhance its expertise for the assignment by associating with other consultants in the form of Sub-consultants as per Clause 6.

14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be

adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

14.2 The costs of making field visits, preparing the proposal, submission of proposal and undertaking negotiation for the contract etc. is the exclusive responsibility of the bidder & Client shall not entertain any claim from bidder in the matter.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Technical Proposal (TP), as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

15.3 Along with the Technical Proposal (i.e., in the same envelope in which Technical Proposal has been placed), the Bidder shall submit an EMD for amount mentioned in Data Sheet in the form Specified in Data Sheet. The Bank Guarantee should have validity for a period as specified in Data-Sheet. The form for Bank Guarantee is at 'BG'.

15.4 Notes on 'Approach and Methodology':

(i) The bidder shall submit his/her proposed methodology to execute this work in Form TECH 4.

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

(a) A detailed overall work program, proposed tasks and a bar chart indicating duration of each activity and the timings [stages] for deployment of each expert or other staff member for successful implementation of this Project.

(b) An organization chart and the proposed team to be deployed for execution of this project, by indicating the roles and responsibilities and degree of involvement of each person/expert.

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

(iv) The bidder shall submit detailed methodology in the shape of a write-up to demonstrate his/her understanding towards the Project requirements and how he/she proposes to address each activity of the project. This write-up will help to client in evaluating bidder understanding towards work.

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

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

15.5 Notes on Staffing for the Project:

i. The Consultant shall be required to deploy following Technical manpower [minimum], for smooth execution, implementation of the project:

Key Personnel	Educational Qualification	Length of Personnel Experience	Experience on Eligible Assignments	Maximum Marks for Evaluation
Team Leader	Graduation in Civil Engineering/Environmental Science/Electrical/Mechanical Engineering/Public Health Engineering	10 Years	He should have led a project team for at least one Municipal solid Waste to Energy Project.	15 Marks
Subject Matter Expert in Solid Waste Management Sector	Graduation in Civil Engineering/Environmental Science/Electrical/Mechanical Engineering/Public Health Engineering	10 Years	He/She should have experience in Municipal Solid Waste Management Projects in India.	8 Marks
Energy Engineer	Graduate Mechanical/Electrical Engineer	05 Years	He/She should have involved in consulting for setting up of Waste to Energy Project and exporting power to the grid.	7 Marks
Financial Expert	Should be a qualified Chartered Accountant/CWA	10 Years	Should have experience in financials of Waste to Energy project in India.	5 Marks

Note: Key personal meeting the minimum eligibility shall be awarded 60% of the maximum marks. Higher max shall be awarded on pro-rata basis depending of the qualification/relevant experience of the key personal.

Other Project Staff

S. No.	Designation	Minimum Qualification
1	Manager (Legal)	Law Graduate
2	Office Manager	Graduate

- ii. The Consultant shall deploy employee possessing qualification as described above or more for execution, implementation of this project. The selected bidder shall submit a copy of documents showing qualification of each employee, testimonials in respect of all employees to be employed by IC for execution this contract for perusal, record of Client. Working of each employee [engaged by consultant] shall also be monitored by Clients' officials, if it is found that a particular employee is not giving desired results he/she be deleted from the roll and Consultant shall employ another employee to replace him/her.
- iii. The Consultant is responsible for all acts and omissions of its employees engaged by them. Also, the Consultant shall extend, provide all facilities to his/her employees as required, described in the labour related laws or in any other relevant law.
- iv. The bidder shall also show that their key staffs have appropriate qualification(s) to supervise/monitor all activities of the main project. The bidder shall provide an organization

chart for the project team showing names, responsibilities and reporting lines of consultant's key staff and team members including task assigned to each team member.

- v. The bidder shall ensure that the staff shown in the organization chart are sufficient for effective and complete delivery of services and shall not change the personnel in this organization chart unless required by the Client.
- vi. The bidder's organization chart shall be supplemented by narrative accounts of the roles and responsible and degree of involvement of each person or post mentioned.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

16.6 Approval/NOCs from different Govt. Departments

16.6.1 The consultant shall prepare the necessary application/documents and will take all necessary approvals/NOCs from the various Govt. Departments for successful commissioning of the project as per requirement. For fulfilling this objective, SDMC shall provide all necessary assistants available with it.

16.7 Time of Completion

16.7.1 Time of completion of the consultancy assignment will be **12 months** or till signing of the concession/contract agreement with the concessioner/contractor, whichever is later. Thereafter, Earnest Money and Performance Guarantee will be refunded to the consultant.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by Post/Courier or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]".

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Client's sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with the Department until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**

20. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

21.2 Test of Responsiveness

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

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

21.3 The Evaluation Committee may require a presentation of the Technical proposal to be made to facilitate the evaluation process. The Date, time and venue of the presentation, (if required) would be intimate4d to the bidders by the nodal officer of the client.

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically qualified Consultants are opened by the Client's evaluation committee. All other Financial Proposals are returned unopened at the time of the opening of the financial proposal of the technically qualified consultants.

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

23.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened at the time of the opening of the financial proposal of the technically qualified consultants. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Client.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts (Not applicable for this RFP)

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts(Applicable for this RFP)

24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality- and Cost-Based Selection (QCBS)

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

b. Fixed-Budget Selection (FBS) (Not applicable for this RFP)

27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection) (Not applicable for this RFP)

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

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

D. Negotiations and Award

28. Negotiations

28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial negotiations

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Client.

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Award of Contract

30.1 After completing the negotiations the Client sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Consultants.

30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the

Data Sheet.

30.3 The Consultant shall for due and punctual performance of obligations during the entire contract period shall deliver a sum equivalent to **5% of the consultancy contract value** as performance security to Client, on or before the signing of the agreement, a demand draft OR a bank Guarantee from a scheduled Bank.

The Performa for bank guarantee is enclosed herewith as Form-BG of this RFP. The performance security shall be valid for the entire Contract period with 6 months thereafter.

31. DELEGATION

31.1 Office [Executive Engineer (Store) SDMC, Room No. 16, Ambedkar Stadium, Delhi Gate, Delhi-110002] Phone Number [011-23722787] Email [eeplmcd@gmail.com] or any other authorized officer of SDMC/ and notified to the Consultant, shall represent the SDMC/ in smooth implementation of the bid process signing the contract, including administering the Contract, releasing payments due to the Consultant, issuing and valuing variations to the Contract.

31.2 The Consultant shall designate his/her authorized representative and intimate the same to SDMC/ in writing; who will coordinate with SDMC/ representative in execution, implementation of this contract.

32. TERM OF APPOINTMENT

32.1 The term of the Consultant shall be upto completion of all activities specified in this RFP as per date sheet.

32.2 The selected bidder is expected to commence the Assignment within 07 days of issue of work order /signing of agreement.

33. COMMUNICATIONS

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

34. MISCELLANEOUS

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

34.2 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 Applicant in order to receive clarification or further information;
- (c) Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or
- (e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

34.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

Instructions to Consultants

E. Data Sheet

A. General	
ITC Clause Reference	
1 (c)	<i>India</i>
1.1	Name of the Client: South Delhi Municipal Corporation Method of selection: QCBS (70:30)
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: RFP (Request for Proposal) document for Appointment of Consultant for preparing Detailed Project Report and Bid Management Services for setting up of Waste to Energy Plant for South Delhi Municipal Corporation.
1.3	A pre-proposal conference will be held: Yes Date of pre-proposal conference: 23.02.2017 Time: 3.00 PM Address: Executive Engineer (Store) SDMC, Room No. 16, Ambedkar Stadium, Delhi Gate, Delhi-110002 Telephone: 011-23722787, Mobile No. 9717788590 E-mail: eep1mcd@gmail.com Contact person/conference coordinator: Executive Engineer (Store) SDMC
1.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <i>Not Applicable</i>
1.5	The selected Consultant may associate with (a) non-selected consultant(s): Yes
B. Preparation of Proposals	
9.1	This RFP has been issued in the ENGLISH language. Proposals shall be submitted in ENGLISH language. All correspondence exchange shall be in ENGLISH language.
10.1	The Proposal shall comprise the following: TECHNICAL PROPOSAL (TP): 1st Inner Envelope with the Technical Proposal: (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 (8) Ernest Money Deposit (EMD) & 2d Inner Envelope with the Financial Proposal (if applicable) : (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4
10.2	Statement of Undertaking is required: No
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one

	Proposal is permissible : No
12.1	Proposals must remain valid for 180 days calendar days after the proposal submission deadline.
13.1	Clarifications may be requested no later than 1days prior to the submission deadline. The contact information for requesting clarifications is: Executive Engineer (Store) SDMC, Room No. 16, Ambedkar Stadium, Delhi Gate, Delhi-110002 E-mail: eeplmcd@gmail.com
14.1.1	Selected Consultant may associate with (a) non-selected consultant(s): Yes
15.2	The format of the Technical Proposal to be submitted is: as per 10.1 Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
15.3	Rs. 2,00,000/- in the shape of DD or FDR/Bank Guarantee from any scheduled bank of at least 1 year validity period at the time of submission of response/bid in favour of Commissioner, SDMC.
16.1	<i>[A sample list is provided below for guidance. Items that are not applicable should be deleted, others may be added].</i> <i>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i> <i>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</i> <i>(3) cost of office accommodation, including overheads and back-stop support;</i> <i>(4) communications costs;</i> <i>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i> <i>(6) cost of reports production (including printing) and delivering to the Client;</i> <i>(7) other allowances where applicable and provisional or fixed sums (if any)]</i> <i>(8) [insert relevant type of expenses, if/as applicable]</i>
16.2	A price adjustment provision applies to remuneration rates: No
16.3	Consultant's tax obligations in the Client's country may consist of <i>Income Tax; Value Added Tax; Labour Cess. Consultant is advised to ascertain their tax obligations.</i> The liability service tax(GST), shall be met out by the consultant himself, however the same shall be reimbursed to him on submission of proof of depositing the same with the concerned Govt. Deptt./Agency
16.4	The Financial Proposal shall be stated in the following currencies: INR. The Financial Proposal should state local costs in the Client's country currency (local currency): Yes.
C. Submission, Opening and Evaluation	
17.1	The Consultants shall not have the option of submitting their Proposals electronically.
17.4	The Consultant must submit: (a) Technical Proposal: one (1) original; one(1)copy and one copy on a CD (pdf format);

