



REQUEST FOR PROPOSAL(RFP)

FOR SELECTION OF CONSULTANT

TOWORKASANINDEPENDENTPROJECT ENGINEER

FOR

**Door to Door Collection, Secondary Storage and
Transportation of Waste (C&T) Solid Waste Management in
Rehabilitate, Upgrade, Operate, Manage and Transfer
(RUOMT) Mode at Dehradun**



NAGAR NIGAMDEHRADUN

Ph: 10334-227006,Fax:01334-222077

Mail:nagarnigam.ddn@gmail.com Website:www.nagarnigamdehradun.com

SCOPE OF PROJECT AND TERMS FOR BIDDING

1. The RFP will be available on web site <http://nagarnigamdehradun.com>. The Request for Proposal [RFP] is open to all eligible firms
2. A firm will be selected under the Quality and Cost based Selection (QCBS) procedures as per procurement rule - 2008 & revised time to time.
3. The Proposals (Technical & Financial) can be submitted by sealed hardcopy at Dehradun Municipal Corporation.
4. Tender will be available on website from 30.04.2018 to 17.04.2018 up to 17.00Hrs., and has to be submitted on 18.05.2018 up to 15.00Hrs and will be opened on 18.05.2018 by 16.00hours.
5. Bids to be delivered to:

Municipal Commissioner,
Nagar Nigam Dehradun, Patel Road
Dehradun-248001 (Uttarakhand)

For queries and any information please contact:

Dr. R.K Singh
Nodal Officer (SWM)
Phone : 7536804949
E-mail : rajpurusingh@gmail.com

Table of Content

1.0 Background.....	4-8
1.1. The scope of work for concessionaire are.....	4-5
1.2. Time frame for execution of work.....	5-8
1.2.1 Phase -1.....	5-6
1.2.2 Phase-2.....	6-7
1.2.3 Phase -3.....	7-8
2.0 Eligibility / Experience criteria.....	8-11
3.0 Format and Signing of RFP.....	11
4.0 Schedule of selection process.....	12
5.0 Payment to project Engineer.....	13
6.0 Fraud & Corruption.....	13-14
7.0 Taxes and Duties.....	14
8.0 Confidentiality.....	15
9.0 Additional work.....	15
10 Review Committee.....	15
11 Key Expert Team Members.....	16
12 Technical Evolution Criteria (Annexure –A).....	17
Schedule-1 (cover Letter).....	19-20
Schedule-2 (Key Personnel).....	21
Schedule -3 (Composition of the Team Personnel).....	21
Schedule – 4 (Financial details).....	22
Schedule – 5 (WorkPlan).....	22
Schedule – 6 (Detail format for financial propose).....	23
Schedule – 7 (work program and time schedule for key personnel).....	23
Schedule – 8 (independent project Engineer cum Management consultant service contract).....	24
Clause -1(Services)	25
Clause -2 (Reports).....	25
Clause –3 (personnel).....	25
Clause -4 (Commencement date).....	26
Clause -5 (maximum payment to the Consultant).....	26
Clause – 6 (Account for Payment).....	27
Clause – 7 (Authorized Representative of Consultant).....	27
Clause – 8 (Notices and requests).....	28
Clause - 9 (notice of delay).....	28
Clause – 10 Effective dates & Termination	28
Clause – 11 (Miscellaneous).....	30
Appendices –A Scope of services / terms of reference.....	31-34
Appendices – B Service facilities and Equipment to be provided by NND.....	35

1. Background:

Dehradun is the third largest and capital city in Uttarakhand and has a history that dates back to 1000 B.C. The Municipal Corporation Dehradun (MCD) is responsible for providing public health and sanitation services to an estimated population of 9 lakhs (Including floating) citizens of the city. Nagar Nigam Dehradun (NND) has started of Integrated MSW Processing Facility with Engineered Sanitary Landfill Facility under Public Private Partnership mode and recently, MSW Processing, Composting & SLF has been put into operation w.e.f. 1st December, 2017.

- a) Further, in this regard, Nagar Nigam Dehradun (NND) awarded the contract for Door to Door Collection, Secondary Storage and Transportation of waste (C &T) up to Sheeshambada site under “Rehabilitate Upgrade Operate Manage and transfer (RUOMT) Mode” at Dehradun to Concessionaire – M/s Chennai MSW Private Limited, Hyderabad.
- b) The Scope of Work of Concessionaire (M/S Chennai MSW Private Limited) for “Door to Door collection, Secondary Storage of Waste (Collection & Transportation) Solid Waste Management System in RUOMT Mode” is reproduced here below for understanding of the project.

1.1 The Scope of work for Concessionaire are:

- a) Door to Door Collection of Municipal Solid Waste (MSW) from all residential and non residential premises situated in wards of the City and Transportation of MSW collected therefrom to the processing facility or disposal facility as may be directed by the authority till such time new processing facility is constructed and operationalized.
- b) Collection of Waste from all the DP bins placed at various locations in the city by Nagar Nigam.
- c) Establishment of Secondary Waste Storage Depots and placing of suitable covered bins in wards for Secondary Storage of street sweeping and silt removed from the surface drains by municipal sanitation workers, operation and maintenance of Secondary Waste Storage Depots in all Wards, Transportation of MSW from all the secondary waste storage depots, via transfer station to the SLF or to any site as may be directed by the authority till the time the SLF is constructed and operationalized.
- d) Providing round the clock SWM services during major festivals and Melas.

- e) The PPP Partners shall provide necessary manpower, tools, equipment, and vehicles for the services on round the clock basis.
- f) The PPP Partners shall provide minimum numbers of vehicles, equipment, manpower: The PPP Partners shall submit along with his bid (RFP) clear norms of deployment of vehicle, equipment, tools and manpower, not lower than the norms already mentioned in the RFP, for the discharge of the obligations mentioned in the RFP documents.
- g) Permits & Clearances: Permits and clearances shall be obtained as per but not limited to MSW rules 2000/SWM Rules 2016, Plastic Waste (Management & Handling) Rules 2011, The Environment Protection Act 1986, The Air (Prevention and Control) Pollution 1981 and Water (Prevention and Control) Pollution 1974 as amended from time to time.
- h) Keeping in mind trend of increase in the urban population, the PPP Partners should plan to handle at least 5% additional Waste each year during the Contract Period and should scale up the capacity over the concession period to meet the Key Performance Indicators
- i) PPP Partners shall set up smart SWM Collection & Transportation system including a central control room at Nagar Nigam Dehradun.

1.2 Time Frame for execution of work

The PPP Partners shall mobilize manpower, financial resources, vehicles, equipment for the execution of the project in phases as under.

1.2.1 Phase 1

- I. In Phase 1 Concessionaire is expected to take over operations of Door to Door MSW Collection & Transportation from NND on a site where basis is.
- II. As mentioned in clause 3.1 Concessionaire and NND shall complete joint inventory of the existing vehicles, equipment and all other project assets to decide the final list of project assets to be handed over to the concessionaire.
- III. The concessionaire must complete the process of recruiting the necessary manpower for taking over the operations within 15 days from the signing of this agreement.
- IV. The concessionaire must make all preparations to set up a Basic SWM Control Room at NND's premises before taking over the operations.
- V. The concessionaire must take over the operations of MSW Door to Door Collection on or before 30th day from the date of signing of this agreement.
- VI. Phase 1 of implementation will last up to maximum 60 days of signing this contract or co

mmencementofPhase2, whichever is earlier

VII. InPhase1 Concessionaire must:

- CollectMSWfromallthehouseholds,otherestablishments&designatedpublicplacesasw asbeingdonebyNNDpriortosigningoftheagreement.
- TransportallthecollectedMSWtoSheeshambara ProcessingPlantoralocationdesignatedbyNND.
- EnsureweighingofallcollectedMSWatvariousdesignatedpointsandfinallyattheproce ssingplant.
- Setup&OperateSWMControlCentreatNNDpremises
- ConductthehouseholdmappingforSmartSWM System
- Upgradetheexistingvehicles,equipmentand/oradd newequipment&vehiclesforSmartSWMSystem.
- CompleteSetupofSmartSWMSystemwith SmartSWMControlCentre
- Ensure that every dayminimum 200 MT MSW is deliveredtoSheesambaraProcessingPlantoralocation designatedbythe NND.
- StartsettingupWorkshopatdesignatedlocation

VIII. InPhase1ConcessionaireEffectivetippingfeeshallbeas80%ofthequotedtippingfee andshallbepaidfromthe dateoftakingoveroftheoperations

1.2.2 Phase2

Phase2shallbeginwhenfollowingconditionsaremet:

- SmartSWMSystem&SmartSWMControlCentreiscommissionedbytheConcession aire.
 - Allnecessary&approvedup- gradationofvehicles&equipmentarecompletedforexistingprojectassets bythe concessionaire
 - All necessarynewequipment,vehicles&projectassetsareprocuredandreadyfordeplo yment
- 2 Phase2mustbeginwithin60daysfromthesigningofthe agreement.
- 3 UponacceptanceofcommencementofPhasebyNNDtheconcessionaireshallbeeligiblet ocharge90%ofquoted tippingfee

1.2.3 Phase3

I. Phase3 shall begin when following conditions are met:

- Completion of Construction & Commissioning of Mini Transfer Stations at following locations:
 - a. Kargi
 - b. IT Park
 - c. Kaulagarh
- All necessary vehicles and equipment for operation of Mini Transfer Stations are procured
- Mini Transfer stations have completed due testing and are certified by Project Engineer as complete.
- Completion of Construction & commissioning of Workshop at designated location

II. Phase3 must begin within 90 days from the signing of the agreement.

III. Phase3 will be the actual operations period of the project.

IV. Upon acceptance of commencement of Phase by NND the concessionaire shall be eligible to charge 100% of quoted tipping fee.

The PPP Partner shall carry out various activities described in Phase I to III simultaneously to ensure completion of the task assigned on time.

- c) NND desires to select an independent Project Engineer who shall be Responsible to review the design & drawings, monitor and certify the activities undertaken by Concessionaire as per scope of work as defined in RFP as Appendix - A
- d) The RFP document can be obtained from the office of NND. The cost of RFP which is Rs.1000/- (Rupees one thousand only) shall be paid in cash or in the form of a demand draft in favour of "Account officer Nagar Nigam Dehradun " drawn on any scheduled bank or nationalized bank , payable at Dehradun . the document is non – refundable. RFP may also be downloaded from website of NND www.nagarnigamdehradun.com . In case RFP is downloaded from the website demand draft is to be submitted with the proposal. The Eligible Bidder (s) purchasing the hard copy of the RFP must attach the copy of Receipt along with the proposal.

- e) An EMD of Rs. 10,000/- in the form of Demand Draft in favour of Municipal Commissioner, Dehradun is to be submitted along with proposal.
- f) For the purpose of this RFP the term consultant / bidder/ Applicant means a single Bidder (Individual, Proprietorship firm, private Limited Company.)
- g) Joint venture is allowed for this project to enhance their technical and financial capabilities and will be evaluated jointly. The lead bidder should fulfil technical eligibility criteria.
- h) The Applicant shall be a single entity who is either an Individual/sole proprietorship/ partnership firm/ Company incorporated under the Companies Act, 1957
- i) The Applicant should have worked as in the field of municipal waste for preparation of DPRs for waste management, sanitary landfills, and independent engineering services for Integrated Municipal Solid Waste [MSW] Management project.

2.0 Eligibility/Experience Criteria:

The Applicant must satisfy the following experience criteria:

The Applicant (each Individual) shall be individual, proprietorship firm, private limited company or a corporate body registered under the appropriate law.

The bidder should have worked or working (for more than one year) for as project engineer/independent consultant at least for one projects (either of the three as described below) related to Municipal Solid Waste (MSW) in Government Department of India or State Government.

1. Collection and Transportation of MSW of 200 TPD

Or

2. Composting or Refused Derived Facilities processing of 100 TPD MSW

Or

3. Management of Engineered Landfill Site receiving 50 TPD MSW

Bidder shall submit a documentary proof to support his or her claim.

Bidder's similar experience in the state of Uttarakhand shall be preferred and will be given weightage. The weightage shall be as per technical evaluation form as per Annexure-A

Financial Capabilities:

The bidder should submit certified balance sheets/Income Tax details in case of applicants are individual entity for the 3 preceding financial years i.e. (2016-17, 2015-16 and **2014-15**) and shall be evaluated as indicated in technical evaluation form as

Annexure-A

The Applicant to provide list of key personnel (as per schedule 2) having appropriate qualification(s)

- A The bidder shall furnish turnover details for the preceding 3 financial years (2016-17, 15-16 and 14-15) along with balance sheet and shall be evaluated as per Annexure-A
- B The bidder must not be blacklisted by any state or central government departments or 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 it has been engaged as consultant during the past 3 (three) years preceding the proposal due date. A self-undertaking to the above effect shall be included in the Technical Proposal of the Consultant.
- C The Applicants shall be responsible for all of the costs associated with the preparation of their RFPs and their participation in the Selection Process. NND will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
- D The RFP shall be valid for a period of not less than 180 (one hundred eighty) days from the last date of submission of RFP (the "RFP Due Date")
- E **Performance Guarantee** - The Successful Consultant shall submit a Bank Guarantee equal to 1% (one per cent) of the Annual Contract Value (i.e. monthly fee x 12) as Performance Guarantee. The EMD amount of the Successful Consultant will be adjusted against the Performance Guarantee.
- F Interested applicants shall submit technical and financial proposal as per terms of the RFP. Proposals shall be evaluated based on Evaluation Methodology to select suitable applicant as Project Engineer.
- G Applicants shall be deemed to have understood and agreed to terms of RFP and that no explanation or justification for any aspect of the Selection Process will be given. NND's decisions are without any right of appeal whatsoever.

- H The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Dehradun shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- I To be eligible for evaluation of its Credentials, the Applicant must fulfil minimum conditions of eligibility towards Eligible Experience, Financial Capability and Key Team Members as set out in RFP.
- J Any Applicant which has been barred by the Central/State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the RFP Due Date would not be eligible to submit its RFP.
- K It shall be deemed that by submitting the RFP, the Applicant has made a complete and careful examination of the RFP document.
- L NND shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this Invitation for RFP document or the Selection Process, including any error or mistake therein or in any information or data given by NND.
- M Notwithstanding anything contained in this Invitation for RFP document, NND reserves the right to accept or reject any RFP and to annul the Selection Process and reject all RFPs, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- N NND reserves the right to reject any RFP if at any time; a material misrepresentation is made or uncovered.
- O The currency for the purpose of this Invitation of RFP document shall be the Indian Rupee (INR).
- P The document its accompanying the RFP submission shall be placed in TWO separateenvelopes and marked as “Technical Submissions” and “Financial Submission”.

- Q RFP should be submitted before 4 pm Hours on the RFP Due Date at the address provided in RFP in the manner and form as detailed in this Invitation for RFP document.
- R RFPs received by NND after the specified time on RFP Due Date shall not be eligible for consideration and shall be summarily rejected.
- S No RFP shall be modified, substituted, or withdrawn by the Applicant once submitted.
- T The initial term of the *Independent* Project Engineer shall be for a period of 03 years and may be extended for subsequent next 2 years on discretion of NND keeping in view of performance of project engineer. The annual increase of fee shall be ten per cent every subsequent year.
- U A tripartite agreement shall be entered between the NND, Concessionaire and the Project Engineer.

3.0 Format and Signing of RFP

- a) The Applicant shall provide all the information sought under this Invitation for RFP Document. NND would evaluate only those RFPs that are received in the specified formats, complete in all respects and meeting the eligibility criteria.
- b) The documents accompanying the RFP submission shall be placed in TWO separate envelopes and marked as indicated below. The RFP submission shall include:

Envelope 1: "Technical Submissions"

- Cover letter as per Schedule 1 Eligibility Criteria Balance sheet/Income Tax Details
- Resume of Key Personnel as per Schedule 2
- Cost of Tender Document
- EMD

Envelope 2: "Financial Bid".

The 2 (Two) envelopes specified shall be placed in an outer envelope, which shall be sealed Technical & Financial Submission envelopes and Outer envelope shall clearly

bear the following identification: **“SELECTION OF CONSULTANTS TO WORK AS Independent PROJECT ENGINEER for Door to Door Collection, Secondary Storage and Transportation of Waste (C&T) Solid Waste Management System in Rehabilitate, Upgrade, Operate, Manage and Transfer (RUOMT) Mode at Dehradun**

- Each of the 2 (Two) envelopes and outer envelope shall also clearly indicate the name and address of the Applicant. Incomplete proposals would be rejected.

4.0 Schedule of Selection Process:

Proposals received after the due date will be rejected outright.

S. No.	Event	Date / Time
1	Sale of Tender Document	30.04.2018 (10:00 AM to 5:00PM)
2	Last Date of Purchase of Tender Document	17.05.2018 (10:00 AM to 5:00PM)
3	Last Date Of Submission	18.05.2018(Before 3:00PM)
4	Opening of Technical Bid	18.05.2018(4:00PM)
5	Opening of Financial Bid	

5.0 Payments to Project Engineer

- (a) All fees, costs, charges and expenses payable to the Project Engineer in accordance with the terms of its appointment (collectively “the Remuneration”) shall be borne by NND.
- (b) The concessionaire shall always provide one month’s advance payment to NND towards remunerations of the project Engineer and in case of failure to do so, NND may claim/deduct the same from any payment due to the concessionaire.
- (C) The Project Engineer shall, submit its invoice to the NND for payment of the Remuneration (hereinafter referred to as “Project Engineer Invoice”)

Note: - *Contracted Price is the final price arrived at after negotiations, if any with the Consultant. Deduction of taxes shall be made from the fee at every stage of payment as applicable, of GOI and State of Uttarakhand.*

Replacement of the Project Engineer

- (a) The NND may replace the Independent Project Engineer in any of the following circumstances by giving a 30 days written notice:
 - (i) If, NND or the Concessionaire has reason to believe that the Project Engineer has not discharged its duties in a fair, appropriate and diligent manner;
 - (ii) if, in accordance with the terms of its appointment the Project Engineer resigns or notifies its intention not to continue as the Project Engineer;
 - (iii) Any other circumstance which in the opinion of the Parties warrants replacement of the Project Engineer.

6.0. Fraud & Corruption

Nagar Nigam Dehradun (NND) requires that the Consultant observe the highest standard of ethics during the selection process and in execution of such contracts. In pursuance of this policy, NND:

- (i) Defines, for the purposes of this provision, the terms set forth below as follows:

- (a) "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the consultant selection process or in Contract execution;
- (b) "Fraudulent Practice" means a representation or omission of facts in order to influence a selection process or the execution of a Contract;
- (c) "Collusive Practices" means a scheme or arrangement between two or more Consultants, with or without the knowledge of a borrower, designed to influence the action of any party in a consultant selection process or the execution of a Contract;
- (d) "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a Consultant selection process, or affect the execution of a contract; and
- (ii) will reject a Proposal for award if it determines that the Consultant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (i) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in NND financed activities if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a NND financed contract; and
- (ii) will have the right to require that, in consultant selection documentation and in contracts financed by the NND, a provision be included requiring consultants to permit NND or its representative to inspect their accounts and records and other documents relating to consultant selection and to the performance of the contract and to have them audited by auditors appointed by the NND.

7.0. Taxes and Duties

The Consultancy Services are subject to taxes. The GST at prevailing rates (currently 18%) shall be claimed by the Consultant in accordance with the applicable laws as a separate item in their monthly invoice. The amount of the service tax and all other taxes shall be excluded from the Consultants' financial proposal, as they will not be evaluated.

The payment of remuneration to the Consultant is subject to deduction of other taxes at source, as per prevailing rates and laws.

8.0. Confidentiality

The Consultant shall treat all information, reports & other submissions made by them as confidential, and shall take all reasonable precautions that all who have access to such materials treat this in confidence. With respect to Questionnaire & Survey of participants in projects all information gathered should be treated as confidential.

11. Ownership of Data, Information & Documentation

All data collected, software developed, information generated and documentation prepared under the scope of this assignment shall be the property of Municipal Commissioner, Municipal Corporation Dehradun Any reproduction, in part or full of the submissions made would require permission of Municipal Commissioner, Municipal Corporation Dehradun

9.0. Additional Work

If, in the opinion of the Municipal Commissioner, Dehradun Municipal Corporation, it is necessary to carry out any work outside of the Terms of Reference for the purposes of the Project in addition to the Services, the Consultant shall carry out such additional work and with the prior authorization of the Municipal Commissioner, Municipal Corporation Dehradun Personnel required and the fees for such services shall be decided by mutual understanding.

10.0. Review Committee

A review committee comprising the following official has been formulated to discuss and approve the suggestions and planning proposed by the Consultant as in the Scope of Work described.

1. Municipal Commissioner, Nagar Nigam Dehradun.
2. Additional Municipal Commissioner, Nagar Nigam Dehradun.
3. Sr. Municipal Health Officer, Nagar Nigam Dehradun.
4. Senior Finance Officer, Nagar Nigam Dehradun.
5. Executive Engineer, Nagar Nigam Dehradun

11.0. Key Team Members

S. No	Key Professional	Qualification
1.	Public Health/Environmental Engineer (Project Co-ordinator)- 1 no.	Bachelors in Environmental/Public Health Engineering/MSc (Environment) with minimum 10 years' experience.
2.	Site Supervisors (3 nos.)	Graduate/Diploma/Masters in Science with 3 years of experience
3.	Financial Expert (part time)	CA/ICWA/MBA/M.Com (Finance) with 3 years of experience
4.	Civil Engineer (part time)	BE/B.Tech(Civil engineering) with 5 years of experience in similar types of projects
5	Legal Expert (Part Time)	Bachelor of Law with 10 years of experience
6	MIS Expert (full time)	Degree/Diploma (MIS) with 3 years of experience.

12.00 Technical Evaluation Criteria (Annexure - A)

Request For Proposal Documents Nagar Nigam Dehradun

S.No				Marks
1	Applicants who satisfy the Minimum Conditions of Eligibility shall be short listed for participation in the next stage of the Selection Process	Individual Entity/Sole proprietorship/ partnership firm/ Company incorporated certificate		10
2		Audited Balance Sheets/Financial Details	Rs.25 to 50 lac = 8 Rs.50 to 100 lac = 9 More than Rs100 lac =10	10
3		Documentary proof for working in the field of waste management independent engineering services for solid waste management projects.	1.Independent Engineer in project for SWM(C &T, Composting, RDF, SLF) a) 1-project = 15 b) 2 projects = 30 2. Preparation/Revision of SWM DPR = 05 3. Similar working experience in Uttarakhand = 05	40
		Key Personnel		10
		1. Project Head Engineer/Environment at Engineer (Project Co-ordinator)		
		2. Financial Expert		5
		3. Civil Engineer		5
		4. MIS Expert		2.5
		5. Legal Expert		2.5
5		Approach & Methodology (Approach towards project, Activity Schedule, Time/Manning Schedule, Deliverables)		15
Total				100

a) For technical qualification, the bidder should score minimum 60% marks.

- b) Quality Cost Based Selection (QCBS) shall be followed up for selection of consultant.** To allow comparison on a common basis, each Financial Bid will be carefully scrutinised and an Quoted Total Price (QTP) will be determined. The Financial Bid with the lowest QTP will receive the maximum score of 1,000 marks. The score for each other Financial Bid will be inversely proportional to its QTP and will be computed as follows: $S_f = 1,000 \times F_m / F$ where: S_f is the financial score of the Financial Bid being evaluated, F_m is the QTP of the lowest priced Financial Bid, F is the QTP of the Lowest Financial Bid under consideration. Following completion of the evaluation of Technical and Financial Bids, the final ranking of the Bids will be determined. This will be done by applying a weight of 0.70 (70%) and 0.30 (30%) respectively to the technical and financial score of each evaluated qualifying Technical and Financial Bid and then computing the relevant combined total score for each Consultant.
- The Bids shall be ranked as per their total score arrived as per the above quoted method. The bidder scoring highest total marks based on the cumulative technical and financial evaluation shall be the selected consultant.

Cover Letter

To,
The Municipal Commissioner
Nagar Nigam Dehradun
Dehradun

Dated:

Sub: Selection of Independent Project Engineer for Door to Door Collection
Secondary Storage and Transportation of waste (C &T) Solid waste Management
System Rehabilitate Upgrade operate Manage and transfer (RUOMT) Mode at Dehradun

Dear Sir,

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

1. The RFP is unconditional and unqualified.
2. All information provided in the RFP and in the Schedules is true and correct and all documents accompanying such RFP are true copies of their respective originals.
3. We acknowledge the right of MCD to reject our RFP without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
5. We have not directly or indirectly or through an agent engaged or indulged in any corrupt Practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as Defined in Clause of the Invitation for RFP document, in respect of any tender issued by or Any agreement entered into with NND or any other public sector enterprise or any Government, Central or State;
6. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any RFP that you may receive nor to invite the

Applicants to submit their RFPs for the Project, without incurring any liability to the Applicants

7. We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the Invitation for RFP document and are qualified to submit RFP in accordance with the provisions of the Invitation for RFP document.
8. We certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees
9. We have studied all the Invitation for RFP document carefully and also surveyed the Project site.
10. We agree and understand that the RFP is subject to the provisions of the Invitation for RFP document. In no case, we shall have any claim or right of whatsoever nature if we are not shortlisted or our RFP is not opened.
11. We agree to keep this offer valid for 180 days from the RFP Due Date specified in the Invitation of RFP document.
12. We agree and undertake to abide by all the terms and conditions of the Invitation of RFP document.

Yours faithfully,

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Applicant

Schedule 2

Key Personnel

Format of Curriculum Vitae (CV) for Proposed Key Personal Proposed Position	
Name of the staff	
Date of Birth	
Education	
Experience in Years	
Employment Records	From: Employer : Position Held : From: Employer : Position Held : From: Employer : Position Held :

Schedule - 3

Composition of the Team Personnel and the task which would be assigned to each Team Member

1. Technical/Managerial Staff

Sl.No. Name Position Task assignment

2. Support Staff

Sl.No. Name Position Task assignment

Schedule -4

Financial Details of the Applicant Description	Turnover (In Lacs)
FY 2014-15	
FY 2015-16	
FY 2016-17	

Schedule - 5

WORK PLAN TIME SCHEDULE

A. Field Investigation

Sl. Item Month wise Program

No. 1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 11th 12th

B. Compilation and submission of reports

1. Plan for submitting monthly assessment Reports
2. Plan for submitting monthly waste quantity received and processed

C. A short note on the line of approach and methodology outlining various steps for performing the study.

D. Comments or suggestions on "Terms of Reference.

Schedule - 6 (In the Letter Head of the Bidder)

DETAILED FORMAT FOR FINANCIAL PROPOSAL

Sr. No 01	Scope of Work Request for Proposal for “Door to Door collection, Secondary Storage of Waste (Collection & Transportation) Solid Waste Management System in RUOMT Mode” at Dehradun in Uttarakhand under Public Private Partnership mode Having gone through this RFP document and having fully understood the Scope of Work for the Project as set out in this RFP document	Monthly Professional Fee (in words and figures) in INR
--------------	---	---

Schedule - 7

WORK PROGRAM AND TIME SCHEDULE FOR KEY PERSONNEL

MONTHS

Name Position 1 2 3 4 5 6 7 8 9 10 11 12 Number of months

Total

Reports Due/Activities and Duration

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Field Full Time Part Time Reports due Activities Duration 28

Schedule - 8

INDEPENDENT PROJECT ENGINEER CUM PROJECT MANAGEMENT CONSULTANT SERVICES CONTRACT

This AGREEMENT ("Contract") is made on the _____ day of _____, 2018, between

Nagar Nigam Dehradun _____, Uttarakhand (hereinafter called the NND)

And M/s Channai MSW Private Limited, Hyderabad (hereinafter called the CMPL)

And M/s. _____, having its registered office at _____ (hereinafter called the **Consultant**).

WHEREAS NND is currently engaged in developing Integrated Municipal Solid Waste Management Project for Dehradun Municipal Corporation (hereinafter referred to as Project). The Project is "Door to Door collection, Secondary Storage of Waste (Collection & Transportation) Solid Waste Management System in RUOMT Mode" WHEREAS in connection with the development of this Project, NND intends to engage a Consultant who will act as the Independent Engineer cum Project Management Consultant.

WHEREAS the selected Consultant will work with NND in establishing adequate control systems and procedures as Independent Engineer cum Project Management Consultant during the construction, operation & maintenance phase of the Project as per Scope of Services of Concessionaire.. WHEREAS the NND has selected the Consultant through a competitive tender process to carry out the work as Independent Engineer cum Project Management Consultant and related work necessary for the effective implementation of the Project on the terms and conditions hereinafter set forth and the Appendices attached hereto and specific authorizations related thereto, which the Consultant has agreed to do; NOW THEREFORE the parties hereto agree as follows:

Clause 1: Services

The work to be performed by the Consultant under the Contract (such work being hereinafter called the Services) is more particularly described in the Terms of Reference (TOR) set forth in Appendix A. The Services, Facilities and Equipment to be provided by NND are provided in Appendix B.

Any modifications to such TOR that materially impact upon the Services shall be effected only through mutual discussions and agreement and such modifications shall be signed by and between the Parties.

Clause 2: Reports.

The Consultant shall submit to the NND, Monthly Progress Report of the Project in English language depicting the progress of the Project as per the tender documentation and the Concession Agreement signed between NND and the Operator/Concessionaire. All written communications under the Contract, including any correspondence between the Consultant and the MCD shall be in English.

Clause 3: Personnel.

- (a) The Services shall be carried out by the personnel ("Personnel") of the Consultant and the Consultant shall be responsible for the payment of salary and other employee benefits to the Personnel. The NND shall not be responsible for any payment to the Personnel of the Consultant.
- (b) The Consultant shall, at all times, ensure that there is a Project Manager to supervise and coordinate the operations of the personnel in the field as well as such other personnel as may be required for the satisfactory performance of the Services and the Project Manager shall be responsible for liaison between the Consultant and the NND. The list of Personnel shall be in line with the RFP issued by NND for the appointment of the Consultant.
- (c) The Consultant shall inform in writing to the NND on the authorized signatory of the Consultant who shall sign the reports and invoices from the Consultant side.

Clause 4: Commencement Date.

The Consultant shall commence the Services within Thirty (30) calendar days upon the NND has given to the Consultant the Work Order. It is presently anticipated that fieldwork will commence not later than _____ 2018.

Clause 5: Date of Arrival.

The Consultant shall promptly inform the NND of the date of arrival of the personnel in the site.

Clause 5: Maximum Payment to the Consultant & Duration of Services.

- (a)** Subject to subparagraph (b) hereunder, and except as may be otherwise agreed between the Parties, and notwithstanding any other provisions of this Contract, monthly payments to the Consultant under this Contract shall be Rs. _____ (Rupees___) per month being the quoted amount of the Consultant in his Proposal submitted to the NND.
- (b)** The amount specified in Subparagraph (a) here above has been fixed on the basis of the Financial Quote received from the Consultant in the competitive Bid Process and is for a period of 3 (Three) years from the date of issue of the Work Order ("Term of Service"). The initial duration of the services of the Independent Engineer cum Project Management Consultant is 3 (Three) years from the date of issue of Work Order ("Initial Term"). Upon completion of the Initial Term, the Contract will be extended for a further duration of 2 (two) years provided there is no delay to the project caused due to the Consultant. Beyond the above durations, any extension will be at the discretion of the NND.
- (c)** The annual increase of the monthly fee is fixed at ten per cent as per RfP for the Initial Term and for any extensions thereon.
- (a)** The expenditure of the Consultant towards handling of the assignment and approval processes including visiting the office or plant of the Concessionaire or visit by experts to Dehradun/other sites for the purpose of the project, statutory authorities, inspection of sites/factories, inspection of materials at manufactures place, quality or other tests of samples or equipment, communication etc. shall be reimbursed by NND upon submission of actual bills.

Clause 6: Accounts for Payment.

- a. All payments under this Contract shall be made to the following account(s) of the Consultant:
A/c Name: _____
A/c. Number:
- b. The Consultant shall submit its invoices to the Municipal Commissioner, NND. The schedule of payments will be monthly.

Notes:

1. Contracted Price is the final price arrived at after negotiations, if any with the NND.
2. Deduction of taxes shall be made from the fee at every stage of payment as applicable, of GOI and State of Uttarakhand.
3. The services are subject to taxes. The Goods Service Tax at prevailing rates (currently 18%) will be paid to the Consultant in addition to the agreed remuneration in accordance with the applicable laws. The payment of remuneration to Consultant is subject to deduction of other taxes at source, as per prevailing rates and laws.

Clause 7: Authorized Representative of Consultant. Any action required or permitted to be taken and any documents required or permitted to be executed under this Contract may be taken or executed on behalf of the Consultant by the designated representative and on behalf of the NND by Municipal Commissioner, MCD.

Clause 8: Notices and Requests. Any notice or request required or permitted to be given or made under the Contract shall be in writing and in the English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, or facsimile in writing to the party to which it is required to be given or made at such party's address specified below or at such other address as such party may specify in writing.

For MCD

Designation: Municipal Commissioner

Address:

Phone:

Fax:

For the Consultant:

Name:

Designation: Address: Telephone Nos.:

Clause 9: Notice of Delay:

In the event that the Consultant encounters delay in obtaining the required services or facilities for the conduct of the Services, the Consultant shall promptly notify the NND of such delay, and may request an appropriate extension of time for completion of the Services.

Clause 10: Effective Date & Termination.

The Contract shall become effective upon the issue of the Work Order by NND to the Consultant. This Contract can be terminated by the NND upon:

- (i) The Consultant has failed to commence its activities within the stipulated time frame mentioned in the Work Order/agreement or within such extension of time given by NND, as applicable.
- (ii) The Consultant has failed to submit the monthly progress reports for a period of a continuous three months
- (iii) Any representation made or warranties given by the Consultant under this Agreement is found to be false or misleading.
- (iv) The Consultant assigns the Contract in favour of any person, save and except as otherwise expressly permitted by the NND.

- (v)** A resolution for voluntary winding up has been passed by the shareholders of the Consultant's company.
- (vi)** The Consultant is ordered to be wound up by a court of competent jurisdiction except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Consultant are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement.
- (vii)** The Consultant suspends or abandons the Contract without the prior consent of NND, provided that the Consultant shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations by NND thereby forcing the Consultant suspending the work under the Contract.
- (viii)** The Consultant unlawfully repudiates this Contract or otherwise evidences an intention not to be bound by this Contract.

Clause 11: Miscellaneous.

- (a) No delay in exercising, or omission to exercise, any right, power or remedy accruing to either party under this Contract upon any default shall impair any such right, power or remedy, or be construed to be a waiver thereof or an acquiescence in such default; nor shall the action of such party in respect of any default, or any acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other or subsequent default.
- (b) The Appendices attached hereto, which including this Agreement collectively constitutes this Contract (as defined hereinabove) are each integral and substantive parts of this.

Contract are fully binding on each of the parties hereto as of the effective date of this Contract. IN WITNESS WHEREOF, the parties hereof have caused the Contract to be signed in their respective names as of the day and year first above written.

**FOR AND ON BEHALF OF
(NND)**

**Authorized Representative
FOR AND ON BEHALF OF
(THE Concessionaire)**

**Authorized Representative
FOR AND ON BEHALF OF
(THE CONSULTANT)**

Authorized Representative

APPENDICE - A

A. Scope of Services/Terms of Reference

B. Services, Facilities and Equipment to be provided by NND

Appendix-A
Scope of Services/Terms of Reference for
Independent Project Engineer

1.5 Fee and expenses

- a.1.1 In determining the nature and quantum of duties and services to be performed by the Project Engineer during the Development Period and Construction Period, the Authority shall endeavor that payments to the Project Engineer on account of fee and expenses through competitive bidding process. Payments shall be borne by the Concessionaire in accordance with the provisions of this Agreement and paid through the Authority (NND).
- a.1.2 The nature and quantum of duties and services to be performed by the Project Engineer during the Operation Period shall be determined by the Authority in conformity with the provisions of this Agreement and with due regard for economy in expenditure. All payments made to the Project Engineer on account of fee and expenses during the Operation Period, shall be borne by the Concessionaire and will be paid through the Authority (NND).

2.0 Role of the Project Engineer As defined in Concession Agreement of Concessionaire

- 2.1** The Project Engineer is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation and operation of the Project. Broadly, the role of the Project Engineer is to:
- c) independently review, monitor and where required by the Agreement, to approve activities associated with the Design, Construction, Operation and Maintenance of the Project Facilities to ensure compliance by the Concessionaire with the Construction Requirements and Operation & Maintenance Requirements,
- d) **Certify on a daily basis, the following quantum of MSW:**

- i. Collected by Concessionaire from Door to Door Collection & other designated sources
- ii. Transported to the Processing Site
- iii. Delivered at the processing site
- iv. processed at the Waste Processing facility
- v. landfilled at the Landfill Facility
- vi. returned from the Project Facility as Non-confirming Waste
- c) report to the Parties on the various physical, technical and financial aspects of the Project based on inspections, site visits and Tests,
- d) assist the Parties in arriving at an amicable settlement of disputes, should the need arise, and

Scope of Services

The services to be provided by the Project Engineer are listed below. In addition, the scope of services would also include such other functions as are required to be undertaken pursuant to specific provisions of the Agreement.

Implementation Period-Design and Planning

Review of the following submitted by the Concessionaire:

Implementation/Construction Plan

- (i) Detailed Project Reports;
- (ii) Drawings
- (iii) Quality Assurance Plan;
- (iv) O&M Plan Phase I
- (v) O&M Plan Phase II
- (vi) O&M Plan Phase III

Implementation Period-Construction

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

- (i) monitor the progress in implementation of the Project based on the Implementation/Construction Plans submitted by the Concessionaire;

- (ii) review and approve the material testing and mix design results and recommend specific tests, where required, for materials and/or completed works, require removal/substitution of unsuitable materials and/or works and report deficiencies in respect of the same to DNN;
- (iii) review and monitor the quality assurance and quality control procedures followed by the Concessionaire;
- (iv) review the manpower and equipment deployed by the Concessionaire;
- (v) monitor the Construction Works for conformity with the Project Requirements;
- (vi) verify the 'As-Built' drawings for each component of the works prepared by the Concessionaire and require removal of deficiencies found therein;
- (vii) review the safety and traffic management measures implemented;
- (viii) review and ascertain the cost variation arising as a result of Change in Law and determine the Additional Cost;
- (ix) require, monitor and review the results of Tests to be carried out by the Concessionaire in accordance with the Construction Requirements and/or O&M Requirements;
- (x) require suspension of whole or any part of the Construction Works if it is reasonable opinion that the same does not conform to the Construction Requirements;
- (xi) issue Provisional Certificate and/or Completion Certificate in accordance with the applicable provisions of the Agreement; and
- (xii) Issue Certificate in accordance with Clause 5.4 of this Agreement.
- (xiii) Review and assist in finalisation of the O&M Manual and first annual O&M Plan prepared by the Concessionaire.

Operations Period

During this period the Project Engineer would monitor, in accordance with Good Industry Practice, the operations and maintenance activities undertaken by the Concessionaire so as to ensure compliance with the O&M Requirements. The specific activities to be undertaken would include the following:

- (xiv) review the O&M Plans submitted by the Concessionaire from time to time and assist the Concessionaire in finalising the same;
- (xv) monitor O&M activities (including maintenance of equipment, standards of service, safety and environmental issues) and the overall quality of O&M

- tivities so as to ensure compliance by the Concessionaire with the O&M Requirements, O&M Plan and O&M Manual;
- (III) periodically review the O&M Manual for adequacy;
 - (IV) inspect the Project Facilities at least once a month and as and when exigencies require to ascertain conformity with Project Requirements;
 - (V) review and ascertain the cost variation arising as a result of Change in Law and determine the Additional Cost;
 - (VI) Undertake a quarterly review of the various records and registers to be maintained by the Concessionaire (including the records relating to complaints and accidents) and suggest suitable remedial measures/procedures, where necessary.
 - (VII) Review of IEC work undertaken by concessionaire
 - (VIII) Verification and auditing, and maximise of User's Charges being collected by Concessionaire
 - (IX) Co-ordination between C & T and P & T at Sheeshambada site
 - (X) GIS tracking of vehicles and bins
 - (XI) Review and monitoring of complaint cell
 - (XII) To review and monitor activities of complaint cell established by concessionaire.
- The Project Engineers shall certify the quantity of MSW collected, transported and delivered to processing site by the Concessionaire on a daily basis.

In the event of Emergency, the Project Engineers shall assist the Concessionaire in dealing with the same and if necessary require or permit, as the case may be, the Concessionaire to take such appropriate steps or measures including where necessary de-commissioning of any Project Facilities.

Appendix B

Services, Facilities and Equipment to be provided by NND/Concessionaire

NND will provide the following services, facilities and equipment for the conduct of the Services of the Consultant.

1. NND will depute an official for the regular interaction including for settlement of bills of the Consultant.
2. NND will assist the Consultant in obtaining all relevant information pertaining to the project.
3. Office infrastructural facilities (furnished office with net/phone/computer facility) shall be provided by the concessionaire at suitable location at Dehradun.