

for
Ministry of Housing and Urban Affairs, Government of India.



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1 Schedule of dates *

S. No.	Particular	Details
1.	Start date of issuance / sale of RFQ cum RFP document	6 th March 2018
2.	Last date for Submission of Queries	14 th March 2018; 3:00 PM IST
3.	Pre-Bid Conference(if required)	15 th March 2018; 3:00 PM IST
4.	Issue of Corrigendum, if any	19 th March 2018
5.	Last date for issuance / sale of RFQ cum RFP Document	10 th April 2018; 2:00 PM IST
6.	Last date and time for RFQ cum RFP Submission	10 th April 2018; 3:00 PM IST
7.	Date and time of proposal presentation (only technical bids)	16 th April 2018 (time shall be communicated)

* Changes in the above schedule, if any, will be made at the sole discretion of MoHUA and will be communicated by email to the shortlisted agencies.

In case of any discrepancy in this RFQ cum RFP document with regards to schedule of dates, the times and dates given above shall prevail.

2 Background Information

2.1 Basic Information

- a) Ministry of Housing and Urban Affairs, Government of India (hereafter called “MoHUA”) invites responses (“Proposals”) to this Request for Qualifications cum Request for Proposals (“RFQ cum RFP”) from Survey agencies (“Bidders”) for the provision of the professional services, “Scope of Work” (“the Services”), and “Deliverables” as defined in the subsequent sections.
- b) Any contract that may result from this public procurement competition will be issued for a term of eighteen months (“the Term”) or 2nd October 2019, whichever is earlier.
- c) There will be no escalation of fees applicable for the Term of the contract, i.e. eighteen months.
- d) Proposals must be received not later than the time, date and venue mentioned in the RFQ cum RFP. Proposals that are received after the deadline WILL NOT be considered in this procurement process.
- e) Only those agencies which have been shortlisted through the pre-qualification criteria are eligible to submit responses to this RFQ cum RFP.

2.2 Project Background

- a) Swachh Bharat Mission (SBM) – Urban was launched on 2nd October 2014, the birth anniversary of Mahatma Gandhi. For urban India, the mission is being implemented by Ministry of Housing and Urban Affairs (MoHUA) and covers all 4,041 statutory towns/Urban Local Bodies (ULBs) as per 2011 census to achieve the following objectives:
 - i. Elimination of open defecation,
 - ii. Eradication of Manual Scavenging,
 - iii. Modern and Scientific Municipal Solid Waste Management,
 - iv. Effect behavioral change regarding healthy sanitation practices,
 - v. Generate awareness about sanitation and its linkage with public health,
 - vi. Capacity Augmentation for ULB’s, by create an enabling environment for private sector participation in CAPEX (capital expenditure) and OPEX (operation and maintenance) by 2nd October 2019.
- b) Vision is to make all 4,041 statutory towns/Urban Local Bodies (ULBs) achieve “Garbage Free” status wherein at any point of time in the day, no garbage or litter is found in any public*, commercial or residential locations (including storm drains and water bodies) in the city (except in litter bins or transfer stations), 100 per cent of waste generated is scientifically managed, all legacy waste has been remediated and scientifically managing its municipal solid waste, plastic waste and construction & demolition waste. Additionally, there must be a steady reduction in the waste generated by the city and visible beautification of the city to achieve a clean & aesthetically pleasing city. Additionally, there must be a steady reduction in the waste generated by the city and visible beautification of

the city to achieve a clean & aesthetically pleasing city. A city can be declared as “Garbage Free” if it complies with the conditions as prescribed under this protocol.

- c) In addition to 4581 statutory towns that the Ministry is targeting to make Garbage Free, there are 62 Cantonment Boards in the country. These 62 Cantonment Boards are also covered in Garbage Free drive by MoHUA under Swachh Bharat Mission (Urban).

2.2.1 Garbage Free Protocol

In order to institutionalize a mechanism for cities to achieve Garbage Free status, and to motivate the cities to achieve higher degrees of cleanliness, A **SEVEN STAR rating Protocol** is defined for Garbage Free cities, which builds on aspirations of cities to progress towards higher standards of “Swachhata” based on the following **key components**:

- a. Door-to-Door Collection
- b. Segregation at source
- c. Sweeping of public, commercial and residential areas (no visible eyesores on streets) and
- d. Waste Storage Bins, Litter Bins and material recovery facility
- e. Bulk Waste Generators compliance
- f. Scientific Waste Processing, Scientific Landfilling and C&D Waste Management
- g. User Fees, Penalties, Spot Fines for littering and Enforcement of Ban on Plastic
- h. Citizen grievance redressal and feedback system
- i. Eradication of crude dumping of garbage and dump remediation
- j. Cleaning of storm drains and surface of water bodies
- k. Visible beautification in the city

The star rating conditions have been designed in a way as to enable cities to gradually evolve into a model (7-star) city, with progressive improvements in their overall cleanliness. The protocol, with increasing levels of stringency with increasing star rating, will also be aspirational in nature, feeding cities’ ambitions and dreams of becoming an ideal city for its residents, and a role model for other cities to follow. The protocol is an outcome-based tool rather than process based. Hence, it will help MoHUA and other stakeholders to evaluate cities on the basis of this single rating, which encapsulates multiple factors which contribute to a city’s cleanliness and garbage free status.

2.2.2 Objective

The objective is to select an agency to verify the self-declared garbage free (GF) star rating of the Urban Local bodies for further necessary certification for 3-Star, 5-Star and 7-Star Ratings as per the protocol designed by the ministry. For remaining ratings (1-Star, 2-Star and 4-Star), State Government may itself, through a third party, carry out certification and communicate the same to MoHUA. It may be noted that there is no 6-star rating.

	1 Star	2 Star	3 Star	4 Star	5 Star	7 Star
Certification by Third Party Appointed by MoHUA			Yes		Yes	Yes
Certification by Third Party Appointed by State	Yes	Yes		Yes		

If the ULB fails to certify as GF under a particular star, the ULB will have to work on the gaps and resubmit their request for GF verification. The validity of GF Certificate is only for twelve months. After twelve months, the GF certificate will expire and the agency will re-visit the ULB for GF re-verification.

2.3 Instructions to the Bidders

2.3.1 General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the support required. Bidders and recipients of this RFQ cum RFP may wish to consult their own legal advisers in relation to this RFQ cum RFP.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the MoHUA on the basis of this RFQ cum RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the MoHUA. Any notification of preferred bidder status by the MoHUA shall not give rise to any enforceable rights by the Bidder. The MoHUA may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the MoHUA.
- d) This RFQ cum RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

2.3.2 Compliant Proposals / Completeness of Response

- a) Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFQ cum RFP document carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFQ cum RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFQ cum RFP.
 - ii. Submit the forms as specified in this RFQ cum RFP and respond to each element in the order as set out in this RFQ cum RFP
 - iii. Include all supporting documentations specified in this RFQ cum RFP
 - iv. Each bidder shall submit only one (1) proposal

2.3.3 Pre-Bid Meeting & Clarifications

2.3.3.1 Bidders Queries

- a) MoHUA shall hold a pre-bid meeting with the prospective bidders at the time and date as per the schedule of dates at a venue to be notified later.
- b) The Bidders will have to ensure that their queries for Pre-Bid meeting reach Naveen Agarwal, Director – SBM (Urban), Room No. 234, Nirman Bhawan, Maulana Azad Road, New Delhi – 110 066, E-mail: sbmurban.moud@gmail.com by email as per the schedule of dates.
- c) The queries should necessarily be submitted in the following format:

S. No.	RFQ cum RFP Document Reference(s) (Section & Page Number(s))	Content of RFQ cum RFP requiring Clarification(s)	Points of Clarification
1.			
2.			
3.			
4.			
5.			
6.			

- d) MoHUA shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Nodal Agency.

2.3.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum/amendments

- a) The Nodal Officer notified by the MoHUA will endeavor to provide timely response to all queries. However, MoHUA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does MoHUA undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, MoHUA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFQ cum RFP Document by a corrigendum/amendment.
- c) The Corrigendum/amendment (if any) & clarifications to the queries from all bidders will be emailed to all participants of the pre-bid conference.
- d) Any such corrigendum shall be deemed to be incorporated into this RFQ cum RFP.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, MoHUA may, at its discretion, extend the last date for the receipt of Proposals.

2.3.4 Key Requirements of the Bid

2.3.4.1 Right to Terminate the Process

- a) MoHUA may terminate the RFQ cum RFP process at any time and without assigning any reason. MoHUA makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFQ cum RFP does not constitute an offer by MoHUA. The bidder's participation in this process may result MoHUA selecting the bidder to engage towards execution of the contract.

2.3.4.2 RFQ cum RFP Document Fees

- a) This RFQ cum RFP document will be uploaded on the website <https://eprocure.gov.in/cppp/>. Bidders may download the RFQ cum RFP from this portal. A non-refundable RFQ cum RFP Document fee in the form of a bank demand draft of **INR 5000 (Five Thousand only)** drawn in favor of Pay and Accounts Officer, Ministry of Housing and Urban Affairs, payable at New Delhi from any scheduled commercial bank, must be submitted along with the proposal. Proposals received without or with inadequate RFQ cum RFP Document fees shall be summarily rejected.

2.3.4.3 Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Bids, **EMD of INR 2,00,000 (INR Two lakhs only)**, in the form of a Demand Draft OR Bank Guarantee (in the format specified in Appendix I: Form B) issued by any scheduled commercial bank in favor of Pay and Accounts Officer, Ministry of Housing and Urban Affairs, payable at New Delhi, and should be valid for six (6) months from the due date of the tender / RFQ cum RFP.
- b) EMD of all unsuccessful bidders would be refunded by MoHUA within six weeks of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix III.
- c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e) The EMD may be forfeited:
 - i. If a bidder withdraws its bid during the period of bid validity.
 - ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFQ cum RFP.

2.3.4.4 Submission of Proposals

- a) The bidders should submit their responses as per the format given in this RFQ cum RFP in the following manner:
 - a. Response to Pre-Qualification Criteria: (1 Original) in first envelope. This envelope should also enclose the RFQ cum RFP Document Fee and EMD.
 - b. Technical Proposal - (1 Original) in second envelope.

- b) The Response to Pre-Qualification criteria, Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Pre-Qualification Proposal", "Technical Proposal" and "Commercial Proposal" respectively. Each copy of bid should also be marked as "Original" OR "Copy" as the case may be.
- c) The Pre-Qualification Proposal, Technical Proposal and Commercial proposal should also be uploaded to the portal <https://eprocure.gov.in/cppp/> by the time indicated in schedule of dates, duly digitally signed.
- d) Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
- e) The three envelopes containing copies of Pre-qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFQ cum RFP for Selection of an agency to conduct Garbage Free verification and certification – RfQ cum RfP reference no. <<>> and the wordings "DO NOT OPEN BEFORE < date and time >"
- f) The envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late". This envelope must be submitted directly to Naveen Agrawal, Director – SBM (Urban), Room No. 234, Nirman Bhawan, Maulana Azad Road, New Delhi – 110 066, E-mail: sbmurban.moud@gmail.com by the same time as proposal submission deadline as per the schedule of dates.
- g) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- h) The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- i) All pages of the bid including the duplicate copy, shall be initialed and stamped by the person or persons who sign the bid. Digital signatures may also be used.
- j) In case of any discrepancy observed by MoHUA in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- k) It is clarified that online submission of Pre-qualification, Technical and Commercial Proposal as well as envelope containing RFQ cum RFP Document Fees and Earnest Money Deposit as both essential to complete the proposal submission process, and the failure to complete either by the time indicated in the schedule of dates shall constitute unsuccessful/ incomplete submission.

2.3.4.5 Authentication of Bids

- a) A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal. As per format given in Appendix I Form 7, or a copy of Board Resolution certified by Company Secretary.

2.3.5 Preparation and submission of Proposal

2.3.5.1 Proposal Preparation Costs

- a) The bidder shall be responsible for all costs incurred in connection with participation in the RFQ cum RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by MoHUA to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
- b) MoHUA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.3.5.2 Language

- a) The tender should be filled by the Bidder in **English language only**. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the tender, the English translation shall prevail.

2.3.5.3 Venue & Deadline for Submission of proposals

- a) Submission of the proposals shall be submitted to MoHUA in person at the address specified below:

Addressed To	Naveen Agrawal
Address	Room No. 234, Nirman Bhawan, Maulana Azad Road, New Delhi-110066
Email ids	sbmurban.moud@gmail.com
Last Date & Time of Submission	10 th April 2018; 3:00 PM IST

2.3.5.4 Late Bids

- a) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b) The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c) MoHUA shall not be responsible for any delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d) MoHUA reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

2.3.6 Deviations

- a) The bidder may provide no deviation to the contents of the RFQ cum RFP document (except as may be modified in line with para 2.3.3.3). In case of any deviations, the MoHUA would be entitled to reject the bid.

2.3.7 Evaluation process

- a) MoHUA will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- b) The Proposal Evaluation Committee constituted by the MoHUA shall evaluate the responses to the RFQ cum RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFQ cum RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d) The Proposal evaluation committee will reserve the right to ask for clarifications or further documentation from the bidders to support the thorough and fair evaluation of their proposals.
- e) The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- f) The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- g) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFQ cum RFP.

2.3.7.1 Bid Opening

- a) The Proposals submitted up to the time indicated in the schedule of dates will be opened, by the designated officer authorized by MoHUA, in the presence of such Bidders or their representatives who may be present at the time of opening.
- b) The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bona fides for attending the opening of the proposal.

2.3.7.2 Bid Validity

- a) The offer submitted by the Bidders should be valid for minimum period of 120 days from the date of submission of Tender. MoHUA reserves the right to reject any proposal, which does not meet its requirement.

2.3.7.3 Initial Bid Scrutiny

- a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
 - i. Are not submitted in as specified in the RFQ cum RFP document
 - ii. Received without the Letter of Authorization (Power of Attorney)
 - iii. Are found with suppression of details
 - iv. With incomplete information, subjective, conditional offers and partial offers submitted
 - v. Submitted without the documents requested in the checklist
 - vi. Have non-compliance of any of the clauses stipulated in the RFQ cum RFP

- vii. With validity period less than 120 days
- b) All responsive Bids will be considered for further processing as below.
- c) MoHUA will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFQ cum RFP document. The decision of the Committee will be final in this regard.

2.4 Criteria for Evaluation

2.4.1 Pre-Qualification Criteria

- a) The Applicant (in case of single business entity) / Lead Member (in case of Consortium) should have a minimum average annual turnover of Indian Rs. (INR) 10 Crores (Ten Crores) from quality assurance/assessments/research business during the last three (3) financial years (2014-15, 2015-16, 2016-17). However, minimum average annual turnover condition is not applicable in the case of government/autonomous bodies or not-for profit organization.
- b) The Applicant shall enclose with its Application, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant. However, minimum average annual turnover condition is not applicable in the case of government/autonomous bodies or not-for profit organization.
- c) Entity / Director/s of Entity are not blacklisted on non-judicial Stamp Paper of INR 10. To be submitted individually by each Bidder.

2.4.2 Technical Evaluation Criteria

- a) Only those bidders which clear the pre-qualification criteria will be evaluated on technical evaluation criteria. Bidders will be evaluated on the following parameters: (maximum marks: 100). Bidders, whose bids are responsive, and score at least 60 marks (out of 100) from the technical evaluation criteria would be considered technically qualified.

Section	Criteria	Marks
1	<p>Experience in similar assignments:</p> <ul style="list-style-type: none"> i. < 3 similar assignments: 0 marks ii. 3-5 similar assignments: 7 marks iii. 6-8 similar assignments: 12 marks iv. 9-10 similar assignments: 16 marks v. >10 similar assignments: 20 marks <p>* For the purposes of evaluation of responses to this RFQ cum RFP, similar assignments shall mean assignments (should have been completed within the past 10 years, ongoing engagements which have started more than 6 months</p>	20

Section	Criteria	Marks
	<p>earlier than the date of submission of proposals for this RFQ cum RFP shall also qualify) which have the following work as a major part of scope of work:</p> <ul style="list-style-type: none"> a) Evaluation studies of social sector programs/grants of governments/ donor agencies b) Verification/ authentication engagements for social sector programs c) Certification/Accreditation of organizations/ systems on quality/ process parameters d) Other engagements that may be considered similar at the sole discretion of MoHUA 	
2	<p>Profiles of key team members:</p> <p>1) Team Lead (15 marks)</p> <ul style="list-style-type: none"> a. Minimum education qualification – Graduate in data analytics/ mathematics/ statistics/ social work/ urban planning/ solid waste management/ environment engineering <ul style="list-style-type: none"> i. Additional preferred qualifications – masters in above disciplines – 5 marks b. Minimum experience – 8 years in analytics/ statistics/ surveys/ accreditation/ certification c. Experience in similar projects (definition of similar project same as point 1 in this table) <ul style="list-style-type: none"> i. 1-3 projects: 3 marks ii. 4-6 projects: 6 marks iii. >6 projects: 10 marks <p>2) Quality Control Expert (15 marks)</p> <ul style="list-style-type: none"> a. Minimum education qualification – Graduate in data analytics/ mathematics/ statistics <ul style="list-style-type: none"> i. Additional preferred qualifications – masters in above disciplines – 5 marks b. Minimum experience – 5 years in quality certifications/ assessments/ process quality control c. Experience in quality control (of surveys/ certification/ accreditations/ assessments etc.) <ul style="list-style-type: none"> i. 1-3 projects: 3 marks ii. 4-6 projects: 6 marks iii. >6 projects: 10 marks <p>3) Solid Waste Management Expert (15 marks)</p> <ul style="list-style-type: none"> a. Minimum education qualification – Graduate in engineering/ public health/solid & liquid waste management <ul style="list-style-type: none"> i. Additional preferred qualifications – masters in above disciplines – 5 marks 	45

Section	Criteria	Marks
	b. Minimum experience – 5 years in solid and liquid waste management in urban areas c. Experience in Solid and Liquid Waste Management (in urban areas, of DPRs, technology assessments, project management etc.) i. 1-3 projects: 3 marks ii. 4-6 projects: 6 marks iii. >6 projects: 10 marks	
3.	Demonstration of Approach and Methodology (will be evaluated through a presentation made by the applicant before a committee of MoHUA), the following parameters will be evaluated: a) Approach and Methodology, focusing on managing the scale of the project b) Quality control mechanism proposed c) Training plan for assessors d) Other innovations proposed	35
7	Total	100

*The bidders will be called for a detailed presentation on each of the above criteria, at a date and time provided by MoHUA, in order to facilitate a comprehensive evaluation of their respective proposals. In case of non-attendance of bidders in the presentation, the bid shall be given '0' (zero) marks on technical evaluation

2.4.3 Commercial Bid Evaluation

- The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- In case of discrepancy between the words and figures quoted, the one which is advantageous to the MoHUA shall prevail.
- The commercial bid (for evaluation purposes) will be calculated using the below table (Population shall be considered as per census 2011. For cities/towns not enumerated in Census 2011, ULBs own population figures shall be used):

S. No.	Costs	Multiplier*	Value Considered for commercial bid evaluation
1	Fixed Fee for Capacity Building, Training of Assessors, IT Portal, Tools for conducting assessments, costs of generating reports, including printing costs and out of pocket expenses (A)	1	A1
2	First time assessment for city ≥ 5 lakhs population (cost per city) (B)	50	A2
3	Re-certification for city ≥ 5 lakh population (cost per city) (C)	10	A3

4	Reassessment for city ≥ 5 lakh population (cost per city) (D)	10	A4
5	First time assessment for city < 5 lakhs population (cost per city) (E)	950	A5
6	Re-certification for city < 5 lakh population (cost per city) (F)	190	A6
7	Reassessment for city < 5 lakh population (cost per city) (G)	190	A7
Total (Fn)			

** It is clarified that these multipliers are only for the purposes of commercial bid evaluation and the actual payout of components B, C, D, E, F and G will be done basis actual number of cities/towns for which assessments are undertaken.*

- d) Total Costs (Fn) will be calculated as: $A1*1+A2*50+A3*10+A4*10+A5*950+A6*190+A7*190$
- e) The Bidder with lowest qualifying financial bid (L1) will be awarded 100 score (amongst the Bidders that qualified on the basis of point “a” of 2.4.2 above). Financial Scores for other than L1 Bidders will be evaluated using the following formula:

Financial Score of a Bidder (Fn) = $\{(Commercial\ Bid\ of\ L1 / Commercial\ Bid\ of\ the\ Bidder) \times 100\}$

(Figures will be adjusted to two decimal places)

2.4.4 Combined and Final Evaluation

- a) The technical and financial scores secured by each bidder will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.
- b) The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:-
- $$B_n = 0.70 * T_n + 0.30 * F_n$$
- Where
- B_n = overall score of bidder
- T_n = Technical score of the bidder (out of maximum of 100 marks)
- F_n = Total Commercial score of the bidder
- c) Scores will be calculated upto two decimal places only.
- d) In the event the bid composite bid scores are ‘tied’, the bidder securing the higher technical score will be adjudicated as the Best Value Bidder for award of the Project.

2.5 Appointment of Agency

2.5.1 Award Criteria

- a) MoHUA will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids (“Best Value Bidder”) as per the process outlined above.

2.5.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

- a) MoHUA reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for MoHUA action.

2.5.3 Notification of Award

- a) Prior to the expiration of the validity period, MoHUA will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, MoHUA may like to request the bidders to extend the validity period of the bid.
- b) The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, MoHUA will notify each bidder and return their EMD.

2.5.4 Performance Guarantee

- a) The MoHUA will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the total cost of ownership (i.e. Contract value). The Performance Guarantee should be valid for a period of 24 months (period of contract plus six months). The Performance Guarantee shall be kept valid till completion of the project in case of extension. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the MoHUA at its discretion may cancel the order placed on the selected bidder without giving any notice. MoHUA shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or MoHUA incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

2.5.5 Signing of Contract

- a) Post submission of Performance Guarantee by the successful bidder, MoHUA shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between MoHUA and the successful bidder.

2.5.6 Failure to Agree with the Terms and Conditions of the RFQ cum RFP

- a) Failure of the successful bidder to agree with the Terms & Conditions of the RFQ cum RFP shall constitute sufficient grounds for the annulment of the award, in which event MoHUA may award the contract to the next best value bidder or call for new proposals from the interested bidders, at its sole discretion.
- b) In such a case, the MoHUA shall invoke the EMD of the most responsive bidder.

2.6 Fraud and Corrupt Practices

- a) The Applicants/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFQ cum RFP, the MoHUA shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the MoHUA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the MoHUA for, inter alia, time, cost and effort of the MoHUA, in regard to the RFQ cum RFP, including consideration and evaluation of such Applicant’s Proposal.
- b) Without prejudice to the rights of the MoHUA under Clause above and the rights and remedies which the MoHUA may have under the Letter of Intent (LOI) or the Agreement, if an Applicant, as the case may be, is found by the MoHUA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Applicant shall not be eligible to participate in any tender or RFP issued by the MoHUA during a period of 36 months from the date such Applicant, as the case may be, is found by the MoHUA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the MoHUA who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the MoHUA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Letter of Award (LOA) or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the MoHUA in relation to any matter concerning the Project;

- ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by MoHUA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.7 Conflict of Interest

- a) An Applicant shall not have a conflict of interest that may affect the Selection Process or the work envisaged under this RFQ cum RFP (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the MoHUA shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the MoHUA for, *inter alia*, the time, cost and effort of the MoHUA including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the MoHUA hereunder or otherwise.
- b) The MoHUA requires that the agency provides professional, objective, and impartial advice and at all times hold the MoHUA’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the MoHUA.
- c) Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Proposal of either or each of the other Bidder; or
 - iv. there is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the bidder will depend on the circumstances of each case. While providing services to

- the MoHUA for this particular assignment, the agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- d) In the event that a bidder identifies a potential conflict of interest, they shall make a disclosure to the MoHUA as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The MoHUA shall, upon being notified by the agency under this Clause, decide whether it wishes to terminate this service or otherwise, and convey its decision to the agency within a period not exceeding 15 (fifteen) days.

2.8 Resolution of Disputes

a) Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

b) Dispute resolution

- (i) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 2.8 (c).
- (ii) The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

c) Conciliation

In the event of any Dispute between the Parties, either Party may call upon MoHUA for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 2.8 b (i) or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 2.8 (d).

d) Arbitration

- i. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 2.8 (c), shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 2.8 (d) (ii) Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be Delhi and the language of arbitration proceedings shall be English.

- ii. There shall be [a sole arbitrator whose appointment] / [an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment] shall be made in accordance with the Rules.
- iii. The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to Clause 2.8 shall be final and binding on the Parties as from the date it is made, and the Agency and the Authority agree and undertake to carry out such Award without delay.
- iv. The Agency and the Authority agree that an Award may be enforced against the Agency and/or the Authority, as the case may be, and their respective assets wherever situated.
- v. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

2.9 Liquidated Damages

2.9.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Agency and such error or variation is the result of negligence or lack of due diligence on the part of the Agency, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Agency by way of deemed liquidated damages, subject to a maximum of 5% (five per cent) of the Agreement Value.

2.9.2 Liquidated Damages for delay

In case of delay in submission of deliverables beyond two weeks from due date of submission of deliverable, liquidated damages not exceeding an amount equal to 0.5% (Zero point five percent) of the milestone payment per day, subject to a maximum of 5% (five percent) of the milestone payment will be imposed and shall be recovered by appropriation from the Performance Guarantee or otherwise. However, in case of delay due to reasons beyond the control of the Agency, suitable extension of time shall be granted.

2.9.3 Encashment and appropriation of Performance Guarantee

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Guarantee, in whole or in part, without notice to the Agency in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause.

2.10 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, warning may be issued to the Agency for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

3 Scope of Work

3.1 Terms of Reference

The Ministry of Housing and Urban Affairs in consultation with stakeholders has developed the Garbage Free (GF) Protocol and corresponding star ratings. The GF Protocol can be accessed at:

<http://www.swachhbharaturban.in:8080/sbm/content/writereaddata/Protocol%20for%20Star%20Rating%20of%20Garbage%20Free%20Cities.pdf>

The star rating components include:

Conditions	1 Star	2 Star	3 Star	4 Star	5 Star	7 Star
I. D2D collection						
'X' percent of households/ premises in the city are covered by door-to-door collection and transportation of solid waste (through ULB/ULB- authorised garbage collectors);	At least 60 per cent	Atleast 80 per cent	100 per cent			
II. Segregation at source						
'X' percent of all households/ premises have segregation at source (wet, dry & domestic hazardous) maintained till processing	Atleast 25 percent	Atleast 50 percent	Atleast 80 percent	100 percent		
III. Sweeping of public, commercial and residential areas						
'X' percent of the public & commercial (and residential, if applicable) areas have daily (twice sweeping, if applicable) sweeping	100 per cent Public & commercial areas		100 per cent Public, commercial & residential areas		100 per cent Public & commercial areas have twice daily sweeping, including night sweeping and residential areas have daily sweeping	
IV. Litter Bins, Waste Storage and Material recovery facility						
A. Litter Bins: Twin-Bin/ Segregated (Blue & Green) Litter bins are available in 'X' percent of public and commercial areas, at every 50 – 100 meters, as required in the town/city (Waste is only deposited in such bins - No Littering or Spill over of waste)	At least 25 per cent	At least 50 per cent	At least 80 per cent		100 percent	
B. Waste Storage (secondary storage): Waste storage bins are placed at strategic locations <i>Remark: City is exempt from this condition if the city is binless, i.e. it does not have waste storage bins (no secondary storage). Waste is directly transferred from generators premises to transport chain vehicles with or without transfer station, to processing centre (verification will be done)</i>			100 per cent			
C. Availability of Material recovery facility (for garbage collection, storage, recycle, processing and sale) in adequate numbers, (within maximum 5 km radius)	Plan drawn up, space identified for facility			Facility fully functional		
V. Bulk Waste Generators Compliance						
Bulk Waste Generators in all premises are: - (i) doing onsite processing of wet waste generated, including kitchen and garden waste OR Organic waste from BWGs is collected by mobile composting vehicles/sent to ULB's decentralized composting processing plants. In such cases the Bulk Garbage Generators will have to pay the processing fee at a prevalent commercial rates. (ii) Handing over segregated dry wastes to authorised waste pickers or waste collectors	Yet to start	All Bulk Waste Generators, as defined by SWM Rules 2016, including RWAs identified and issued official notice for compliance with SWM Rules 2016;	All commercial Bulk Waste Generators, as defined by SWM Rules 2016	All Bulk Waste Generators, as defined by SWM Rules 2016, including RWAs	All Bulk Waste Generators, as defined by SWM Rules 2016, including RWAs as well as non-domestic establishments generating more than 50 kilograms of waste per day	

Selection of an Agency to conduct Verification and Certification for Star rating of Garbage Free (GF) cities under Swachh Bharat Mission – Urban

Conditions	1 Star	2 Star	3 Star	4 Star	5 Star	7 Star
VI. User Charges, Penalties & Spot Fines and Enforcement of Ban on Plastic						
A. User Charges						
i. Affordable & differential user charges for waste collection and transportation being collected	Byelaws have been framed including user charges for waste collection and transportation	Collected at least from commercial, institutional and industrial establishments	Collected from all households/ premises including residential, commercial, institutional and industrial establishments			
ii. Viable & sustainable user charges for waste collection and transportation being collected					Collected from all households/ premises including residential, commercial, institutional and industrial establishments	
B. Penalties and spot fines: deterrent penalty /spot fines for non-segregation, anti-littering and non-compliance of SVWM Rules 2016	Notified		Implemented in 100% premises including littering in storm water drains and water bodies			
C. Plastic Ban: ban on the use, sale and storage of non-biodegradable plastic bags less than 50 microns (Carry bag not less than fifty microns only shall be permitted), in compliance with Plastic Waste Management Rules 2016	Implementation of ban		Notification and enforcement of ban as well as enforcement of user fee by ULB on use, sale and storage of plastic bags more than 50 microns		Complete ban on all plastic bags	
VII. Scientific Waste Processing, Scientific Landfilling and C&D Waste Management						
A. Waste Processing: 'X' percentage of waste generated is processed	Atleast 25 per cent	Atleast 50 percent	Atleast 75 percent	100 percent		
B. Scientific Landfill	Land for dumping identified either in own city or other city; may not be scientific landfill	Remaining unprocessed waste is transported to Scientific Landfill either within the city or to another city	Only Process rejects are transported to Scientific Landfill either within the city or to another city			
C. C&D Waste Management						
A. Facilitation of use/ processing or recycling of C&D waste (primarily for bulk waste generators)		Notification of charges for collection, transportation, processing and disposal of C&D Waste	Designated Facility operators exist- 50 percent of C&D waste generated is used/ processed within municipal limits or in a designated C&D recycling plant	Designated Facility operators exist- 75 percent of C&D waste generated is used/ processed within municipal limits or in a designated C&D recycling plant	100 percent of C&D waste generated is used/ processed within municipal limits or in a designated C&D recycling plant	
B. Facilitation of collection of C&D waste from premises of retail (non-bulk) occasional generators or designation of collection points with reasonable distance (Max 5 KM).				75 per cent of municipal limits covered	100 per cent of municipal limits covered	
C. Provisions made for use of material made out of C&D Waste in 'X' percent of municipal construction activity- including in non-structural concrete, paving blocks, lower layers of road pavements, inner colony roads etc.				5 percent of municipal construction activities	10 percent of municipal construction activities	More than 10 percent of municipal construction activities
VIII. Citizen Grievance Redressal and Feedback System						
Atleast 'X' percent of city population should have downloaded the App/ equivalent grievance redressal platform and 'Y' percentage of complaints related to Solid Waste Management received on Swachhata App/ equivalent grievance redressal platform are resolved within SLA	Swachhata App/ equivalent grievance redressal platform is in place; 1 percent downloads	2 percent downloads 50 per cent	5 percent downloads 75 per cent	10 percent downloads 90 per cent	15 percent downloads 100 per cent	
IX. Dumpsite Remediation						
Remediation of all identified dumpsites in the city	Yet to start	Plan has been approved including financial closure	Plan has been approved and work commenced	50 per cent work as per remediation project plan has been completed	75 per cent work as per remediation project plan has been completed	100 per cent work as per remediation project plan has been completed
X. Drains and Water Bodies						
No visible solid waste in storm water drains and water bodies in 100 percent of premises under ULB jurisdiction	100 per cent of water bodies (including but not limited to ponds, lakes, tanks, rivers, etc.) under ULB jurisdiction	100 per cent of water bodies (including but not limited to ponds, lakes, tanks, rivers, etc.) under ULB jurisdiction	100 per cent of water bodies and storm water drains under ULB jurisdiction			

The certification, recertification and reassessment process is demand based and the survey agency will deploy appropriate no. of staff and survey personnel with hand on experience in carrying out quantitative and qualitative surveys in cities. It is highly desirable that the agency has a national or regional presence in terms of office, staff, etc. in the zones for which the firm is bidding. The firm should also have demonstrated experience in data processing and quality assurance systems.

The duration of operation of agency would be 18 (eighteen) months. MoHUA will depute a nodal person to liaison with the selected agency on all related matters. The agency shall carry out survey the urban local bodies with 3-Star, 5-Star and 7-Star ratings in the following categories:-

- GF Certification: First time assessment of the cities (The list of Garbage free certified cities will be made available)
- GF Recertification: The GF certification is valid for a duration of twelve months. On expiry of the certification, such cities need to be re-certified.
- Re-assessment: Cities which could not be certified/assessed in the first attempt, shall be re-assessed.

The scope of work can be classified as:-

Process

- a. Refer the GF Protocol and prepare a detailed checklist that shall be adhered to by the assessors.
- b. Seek the city profiles well in advance from the cities to estimate the visit location and time required for the survey.
- c. Prior to commencing the assessment, the assessor shall intimate the ULB officials and subsequently take a signoff from the ULB upon completion of the assessment. The format for signoff shall be shared by MoHUA at a later stage.
- d. Data to be captured using survey instruments with real time tracking of collected data.
- e. Carry out geo-tagged photo documentation of field conditions, facilities and interviews as appropriate to be processed as evidence for validation.
- f. Complete the certification/recertification/reassessment of a ULB/city within 30 days of receiving request for the same.

Output

- a. The survey agency should prepare a detailed work plan for the proposed assignment.
- b. Development of self-assessment and self-declaration tool for cities/ in consultation with MoHUA
- c. Tabulate data collected from each city in the analysis template.
- d. Tabulate data collected and the final Garbage Free status for each city:
- e. Assessment of each parameter mentioned in the GF protocol and inputs from MoHUA.

- f. Detailed reports with survey, analysis and recommendations.
- g. Detailed presentation of surveys, analysis and findings including all evidential documentation.
- h. Printed reports, deliverables, certificates etc. related to the project scope of work.
- i. Field visit, data collection and tabulation of results.
- j. Field visits to cities will include collection of primary information, field and site visits to conduct interviews, record field observations and meet with relevant city officials.
- k. The agency shall set-up a dedicated Helpdesk/on-call support system for real time assistance to assessor during their field visits.

Reporting

- a. Developing the templates to collect information/ data for each of the sanitation indicator on the lines of the suggested Garbage Free Protocol and associated spreadsheet for analysis of data.
- b. The spreadsheet should be simple and user friendly.
- c. Prepare a dash board and MIS portal and provide relevant data forms as required by MoHUA.
- d. Provide a cumulative daily update on the number cities surveyed, infrastructure assessed, citizens interviewed etc. as per Appendix VI.

Logistics

- a. Agency will make sure that all documents referred by assessors are collected and available for quality check, as hard / soft copies. Soft copies for each parameter/indicator assessed needs to be collected. Hard copies should be collected by the assessor as a part of the sampling. Documents specified in the GF protocol have to be collected.
- b. All such documents collected from the ULBs shall be submitted to MoHUA by the agency.
- c. The agency shall be contacting the cities scheduled for the assessment well in advance for cities applying for first time certification. In cases of recertification, one working days' notice is required.
- d. The assessor(s) should reach the city scheduled for survey one day in advance.
- e. The expenses towards city visits, accommodation etc. shall be fully borne by the agency, neither any arrangements shall be made by the ULB in this regard, nor will any reimbursement be made by MoHUA. It is also clarified that if a repeat visit is required for any reason, the cost of the same shall also be factored in the financial bid, and no reimbursement shall be made by MoHUA.

Training Pre-Requisite

- a. Training of field assessors on data collection methodology, along with soft skills

training (ethics and guarding against fraudulent practices, ULB governance structure, communication skills, etc.).

- b. Each assessor should undergo a minimum of two sample Garbage Free (GF) assessment.
- c. After the training, each field assessor would be required to successfully pass an assessment test, and submit a self-declaration, prior to and after each city assessment against indulging fraudulent practices.
- d. MoHUA officials shall evaluate the preparedness of the assessor, in a manner deemed suitable at the sole discretion of MoHUA.

Scope Assumptions:

- Technology software and MIS portal for data capturing and reporting shall be set-up and maintained by the survey agency and all the costs for the same should be included in the commercial bid. The software will be designed in a manner enabling for capturing the data real time along with relevant analytics. The data hosting costs should be part of the commercial bid and would be the sole responsibility of the selected agency.
- The selected agency shall also prepare the following documentation as part of the Survey process:
 - a) A detailed assessment handbook for use by Cities/Towns to understand how each parameter of the GF Protocol in the survey will be assessed.
 - b) A concise summary of assessment for each city surveyed (1 page) should be submitted by the agency
 - c) A detailed survey report, which will be released at the awards ceremony, ToC for which will be finalized in consultation with the Survey agency. The survey report should also include the GF certificate that would be handed over to the cities.
- MoHUA shall provide toolkit capturing the methodology of the certification and the indicators, based on the GF Protocol.
- MoHUA or its authorized agency shall communicate to the relevant Municipal Authorities to provide self-assessment information/City Profiles in the format intended for the Municipal Authorities at least 1 week prior to commencement of the Survey; follow up for the same shall be the responsibility of the Survey agency.
- MoHUA expert team that has prepared the MoHUA document shall provide in a time bound manner any clarification/ interpretation/ technical issues by the survey agency.
- MoHUA shall provide for any necessary intervention required by the Agency for carrying out the survey in a time bound manner.
- MoHUA shall perform random Quality Checks on field by visiting the cities being surveyed, the agency shall extend full cooperation in this regard. Further, at the stage of data compilation, MoHUA shall conduct quality audits on a sampling basis, including examining

documents received from sampled cities, facilitation of which shall be the responsibility of the Survey agency.

- The selected agency shall render its services hereunder to the full extent at such times and such places and in accordance with such regulations, directions and requests as The Ministry of Housing and Urban Affairs, Govt. of India shall reasonably require.
- Comply with all rules and regulations from time to time in force where the Service Provider shall render services hereunder.
- Not disclose to any party information relating to the subject matter of this Agreement.
- Not incur any liability or expense on account of the Ministry of Housing and Urban Affairs, Govt. of India without its prior written approval, and if such approval is given, the Service Provider will provide the Ministry of Housing and Urban Affairs, Govt. of India with any information necessary to satisfy such obligation, including copies of any necessary agreements.

Management Assertion

- MoHUA acknowledges that the responsibility to make all management decisions with respect recommendations of the Service Provider will be owned by a senior management officer of MoHUA.
- The Service Provider will not, pursuant to this letter, perform any management functions for MoHUA nor make any decisions relating to the services provided by us in terms of this letter. MoHUA is responsible for making management decisions, including accepting responsibility for the results of your services.
- Additionally, the Ministry of Housing and Urban Affairs, Govt. of India and MoHUA are responsible for evaluating the adequacy of the services provided, evaluating any findings or recommendations and monitoring ongoing activities.

3.2 Activity Schedule

Milestone	Proposed Date
Award of Contract and commencement of work	D
On launch of IT Portal	D+2 Weeks
Commencement of Garbage Free Verification	D+3 Weeks
Update on Garbage Free Verification Results	Daily
Updating of portal/dashboard	Daily
Garbage Free review- a brief presentation on current status and future plan, issues and challenges	Monthly
Submission of Monthly Progress Report (as per Appendix V)	Last working day of the month

3.3 Payment Schedule

Target, Milestone, or Reporting Deliverable	%
A. Fixed Fee	
(i) On Launch of IT Portal	10%
(ii) Equal monthly payments (18 months / 6 quarters)	15% per quarter
Total Fixed Fee	100%
B. Variable Fee (as per actuals reported in monthly progress report and invoice submitted)	
(i) Number of cities certified	
(ii) Number of cities re-certified	
(iii) Number of cities re-assessed	

3.4 Payment Terms & Conditions

- All estimates (by each component) in the commercial bid should be inclusive of taxes (GST etc.).
- The commercial bid should include reasonable estimates of Out of Pocket (OPEs) and Other Miscellaneous Expenses which shall not be reimbursed at actuals.

Appendix I: Pre-Qualification and Technical Bid Templates

The bidders are expected to respond to the RFQ cum RFP using the forms given in this section and all documents supporting Pre-Qualification and Technical Evaluation Criteria.

Forms to be used in Pre-Qualification Proposal

Form A: Compliance Sheet for Pre-Qualification Proposal

Form B: Format for Bank Guarantee for EMD

Form C: Format for Details of Applicant

Form D: Format for Financial Capability of the Applicant

Form E: Format for Affidavit Certifying that Entity / Director/s of Entity are not blacklisted

Forms to be used in Technical Proposal

Form 1: Compliance Sheet for Technical Proposal

Form 2: Letter of Proposal

Form 3: Format for Assignments Details

Form 4: Deviations

Form 5: Team Composition

Form 6: Curriculum Vitae (CV)

Form 7: Format for Power of Attorney for Signing Proposal

Form 8: Format for Power of Attorney to Lead Firm in case of Consortium

Form 9: Format for Agreement of Association (in case of consortium)

Bidders are encouraged to make proposals carefully and properly, including making sure all pre-requisites are fulfilled, detailed table of contents and checklist is fully complete. Each page of the proposal (Technical and Commercial proposal) must be initialled by the signing authority and stamped. Each page must be numbered in line with the table of contents.

Bidders will be solely responsible for fulfilling all requirements of this RFQ cum RFP and no representation in this regard will be entertained after release of corrigenda, if any as per clause 2.3.3 of this RFQ cum RFP.

All supporting documents for assignments (Form 3) must immediately follow the relevant assignment details. Accepted supporting documents are:

- i. Copy of work order/ contract/ contract closure letter*
- ii. Certificate on letterhead of client*
- iii. Self-certificate supported by other client documents such as payment receipts etc.*

Formats for Pre-Qualification Proposal

Form A: Compliance Sheet for Pre-Qualification Proposal

(The Pre-Qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

	Specific Requirements	Documents Required	Compliance	Reference & Page Number
1.	RFQ cum RFP Fees (refer clause 2.3.4)	Demand draft	Yes / No	
2.	Earnest Money Deposit (refer clause 2.3.4)	Demand Draft/BG	Yes / No	
3.	Details of Applicant (as per Form C) including incorporation certificate and GST registration	As per given form	Yes / No	
4.	Financial Capability of Applicant (including auditor's certificate as per Form D)	As per given form	Yes / No	
5.	Affidavit of not blacklisting (as per Form E)	As per given form	Yes / No	
6.	All pages initialed and stamped		Yes / No	

All the Bidders are requested to mention the document reference number and Page number for each criteria.

Form B: Bank Guarantee for Earnest Money Deposit (EMD)

<Location, Date>

To,

<Name>, <Designation>

<Address>

<Phone Nos.>; <Fax Nos.>

<email id>

Whereas <<name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of the assignment>> (hereinafter called "the Bid") to <MoHUA>

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <MoHUA> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<insert date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid:
 - (a) Withdraws his participation from the bid during the period of validity of bid document; or
 - (b) Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFQ cum RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid upto <<insert date>>
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Form C: Format for Details of Applicant

‘Selection of an Agency for to conduct Garbage free (GF) verification and certification under Swachh Bharat Mission- urban for Ministry of Housing and Urban Affairs

Please enter the information requested in the spaces provided. Application from separate firms, or individuals or from consortia are acceptable.

APPLIED FOR.....

I. Basic Information

1. APPLICANT DETAILS

Name of Firm making this application	Parent Company (if applicable)

**Add / delete additional lines for consortium partners as appropriate.*

2. CONTACT PERSON (for this application)

Name	
Organization	
Address	
Telephone	
Fax	
e-mail	

3. REGISTERED ADDRESS

--

4. YEARS IN BUSINESS AND NATIONALITY

Year of Establishment	Country of Registration

5. TOTAL TURNOVER AND NET PROFIT

The organization's **Total annual turnover** for the last three financial years is as follows:

Name of Firm	FY 2014-15	FY 2015-16	FY 2016-17	Average*

The organization's **Net Profit** for the last three financial years is as follows:

Name of Firm	FY 2014-15	FY 2015-16	FY 2016-17	Average*

6. Registration Number of the Firm(attach true copy of registration certificate)
7. Service Tax Registration Number (attach true copy)
8. Are you presently debarred / Black listed by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnished details)

In case of a Consortium:

- a. The information above should be provided for all the members (maximum 3) of the consortium.
- b. Information regarding role of each member should be provided as per table below:

Sr. No.	Name of Member	Role (Specify Lead Member/ Other Member)
1.		
2.		

Certified that the above information is correct to the best of our knowledge and no relevant information is concealed. If at any time during or after the Shortlisting, it is proved that the information furnished by us is wrong, MoHUA reserves the right to take necessary action against our firm as per applicable Laws/Rules of the land.

Signature of Authorized Representative of the Firm

Date
Place

Name
Designation

Tel No.
Seal/Stamp of the Firm

Mobile No.

E Mail ID

Form D: Format for Financial Capacity of Applicant

(Equivalent in Rs. Crores)

Applicant [#]	Annual Turnover (from consulting business)				
	2014-15	2015-16	2016-17	Total	Average
Sole Applicant					
	OR				
Lead Member of Consortium					

Certificate from the Statutory Auditor

This is to certify that..... (name of the Applicant) has received the payments shown above against the respective years on account of consulting business fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

- #** The Applicant should provide the Financial Capability based on its own financial statements. Financial Capability of the Applicant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Applicant.
- *** Any Applicant should fill in details as per the row titled Sole Applicant and ignore the row below. In case of a Consortium, ignore the first row and provide relevant details of Lead Member in the subsequent row. In case the Applicant is a Consortium, for the purpose of evaluation on financial parameters, financial parameters of the Lead Member only shall be considered.

(Equivalent in Rs. crores)

Applicant** Net Profit (from consulting business)					
	2014-15	2015-16	2016-17	Total	Average
Sole Applicant					
OR					
Lead Member of Consortium					
Certificate from the Statutory Auditor					
<p>This is to certify that..... (name of the Applicant) has Net profit shown above against the respective years on account of consulting Business.</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm</p> <p>Date:</p> <p>(Signature, name and designation of the authorised signatory)</p>					

- # The Applicant should provide the Financial Capability based on its own financial statements. Financial Capability of the Applicant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Applicant.
- * Any Applicant should fill in details as per the row titled Sole Applicant and ignore the row below. In case of a Consortium, ignore the first row and provide relevant details of Lead Member in the subsequent row. In case the Applicant is a Consortium, for the purpose of evaluation on financial parameters, financial parameters of the Lead Member only shall considered.

Form E: Format for Affidavit Certifying that Entity/Directors' of Entity are not Blacklisted

(On Non – judicial stamp paper of Rs 10/- or such equivalent document duly attested by notary public)

I M/s. (Sole Applicant / Lead Member/ Other Member /s)), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred or blacklisted by any state government or central government / department / agency/PSU in India from participating in Project/s, either individually or as member of a Consortium as on

_____.

We further confirm that we are aware that), our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of RfQ cum RfP at any stage of the Shortlisting / selection Process, Dated thisDay of, 201....

Name of the Applicant

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note:

To be executed separately by all the Members in case of Consortium

Formats for Technical Proposal

Form 1: Compliance Sheet for Technical Proposal

(The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal)

	Specific Requirements	Documents Required	Compliance	Reference & Page Number
1.	Letter of Proposal (as per Form 2)	On letterhead	Yes / No	
2.	Details of Assignment (as per Form 3)	As per given form	Yes / No	
3.	Deviations if any (as per Form 4)	As per given form	Yes / No	
4.	Team Composition (as per Form 5)	As per given form	Yes / No	
5.	CVs of proposed resources (as per Form 6)	As per given form	Yes / No	
6.	Power of attorney for signing proposal (As per Form 7)	PoA (In case of copies of board resolutions, the same must be certified by the company secretary under company seal)	Yes / No	
7.	Power of Attorney to Lead member in case of Consortium (As per Form 8)	PoA	Yes / No	
8.	Agreement of Association (in case of consortium as per Form 9)	AoA	Yes / No	
9.	All pages initialed and stamped		Yes / No	

All the Bidders are requested to mention the document reference number and Page number for each criteria.

Form 2: Letter of Proposal

<Location, Date>

To:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Subject: Submission of the Technical bid for <provide name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Services to the MoHUA on <provide name of the engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the financial bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFQ cum RFP document. We would hold the terms of our bid valid for 120 days as stipulated in the RFQ cum RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature (*In full and initials*): _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

Form 3: Format for Assignment details of the Applicant

Assignment name:	Approx. value of the contract (in current INR):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR):
Start date (month/year): Completion date	No. of professional staff-months provided by associated Applicants:
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Note: Use separate sheet for each Eligible Project and supporting document should follow each assignment detail.

Form 4: Deviations

This section should contain any assumption on areas which have not been provided in the RFQ cum RFP OR any changes to the existing provisions of the RFQ cum RFP

A - On the Terms of Reference

<<Suggest and justify here any modifications or improvement to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal>>

B – Any other areas

Form 5: Team Composition

Organization and Staffing. In this chapter you should mention the qualifications & work experience of the team members.

S. No.	Key Personnel	Proposed Staff Name	Prescribed Qualification	Experience in relevant field
1	Team Leader			
2	Quality Control Expert			
3	Urban Sanitation Expert			

The key personnel proposed (as per Team Structure in Appendix IV) must compulsorily be compliant with the minimum requirements indicated, failure to be compliant of the same will lead to zero (0) marks being given in technical evaluation for that resource.

In addition, the agency shall deploy requisite resources (including requisite numbers of field assessors) as may be required to complete the deliverables in a time-bound fashion as per the Scope of Work and Deliverables given elsewhere in this RFQ cum RFP. The type of resources indicated above are only indicative, it shall be the sole responsibility of the selected agency to deploy additional resources at no extra cost to MoHUA, if required to complete indicated deliverables on time.

Form 6: Curriculum Vitae (CV)

1. **Proposed Position** [*only one candidate shall be nominated for each position Expert*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth**: _____ **Nationality**: _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Total No. of years of experience**: _____

7. **Total No. of years with the firm**: _____

8. **Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory)**: _____

9. **Certifications and Trainings attended**: _____

10. **Details of Involvement in Projects** [*only if involved in the same*]: _____

11. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:

12. **Membership of Professional Associations**:

13. **Employment Record** [*Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From (Year):

To (Year):

Purchaser:

Positions held: _____

<p>14. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>15. Relevant Work Undertaken that Best Illustrates the experience as required for the Role (provide maximum of 6 citations of 10 lines each)</p> <p><i>(Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 14 and as required for the role as listed in 'List of the key professional positions whose CV and experience would be evaluated')</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Purchaser: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Value of Project (approximate value or range value): _____</p> <p>Activities performed: _____</p>
----------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

16. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

(Signature of staff member or authorized representative of the staff) Date: _____
Day/Month/Year

Full name of Authorized Representative: _____

Form 7: Format for Power of Attorney for Signing Proposal

(On Non – judicial stamp paper of Rs 100/- or such equivalent
document duly attested by notary public)

Power of Attorney

Know all men by these presents, we (name and address of
the registered office) do hereby constitute, appoint and authorise Mr. / Ms.....
..... (name and residential address) who is presently employed with us and holding the
position of

..... as our attorney, to do in our name and on our behalf, all such
acts, deeds and things necessary in connection with or incidental to our application for RFQ cum RFP
for **“Selection of an Agency to conduct Garbage Free verification and certification under Swachh
Bharat Mission-Urban for Ministry of Housing and Urban Affairs”**, including signing and submission
of all documents and providing information / responses to Ministry of Housing and Urban Affairs
(“MoHUA”), representing us in all matters before MoHUA, and generally dealing with MoHUA in all
matters in connection with our bid for the said Project.

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

For

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- *To be executed by the Lead Member in case of a Consortium.*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *In case the Application is signed by an authorised Director of the Applicant, a certified (by company secretary under seal of the company) copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

Form 8: Format for Power of Attorney to Lead Firm in case of Consortium

(On Non – judicial stamp paper of Rs 100/- or such equivalent
document duly attested by notary public)

Power of Attorney

Know all men by these presents, we (name and address of
the registered office) do hereby constitute, appoint and authorise M/s.....

..... having its registered office at, being one of the members
of consortium, as the lead member and true and lawful attorney of the Consortium, to do in our name
and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our
application for RFQ cum RFP for “<<>>”, including signing and submission of all documents and
providing information / responses to Ministry of Housing and Urban Affairs (“MoHUA”), representing
us in all matters before MoHUA, and generally dealing with MoHUA in all matters in connection with
our bid for the said Project.

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

For <<Consortium Member/s>>

(Signature)

(Name, Title and Address)

Accepted

For <<Consortium Lead Member>>

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *In case the Application is signed by an authorised Director of the Applicant, a certified by company secretary under seal of the company) copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

Form 9: Format for Agreement of Association (in case of consortium)

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

This Agreement of Association (AoA) entered into this ____ day of ____ 2016 at _____ among

i) having its registered office at _____, (hereinafter referred as "<<>>", which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the First Part

and

ii) having its registered office at _____, (hereinafter referred as "<<>>" which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Second Part and

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Ministry of Housing and Urban Affairs ("MoHUA"), has invited Request for Proposals (RFP) from entities interested for RFQ cum RFP for **"Selection of an Agency to conduct Garbage Free verification and certification under Swachh Bharat Mission-Urban for Ministry of Housing and Urban Affairs"**, ("Project") as per the terms contained in the RFQ cum RFP Document.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

That the roles and the responsibilities of each Party at each stage of the Project shall be as follows:

- 1.
- 2.
- 3.

That the Parties shall be jointly and severally liable for the execution of the Projects arising from the States, Union Territories, as the case may be and in accordance with in accordance with the terms of the Contract Agreement to be executed on award of the such Projects.

That this MoU shall be governed in accordance with the laws of India and courts in Delhi shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

First Party

Second Party

Third Party Witness:

Appendix II: Commercial Proposal Templates

The bidders are expected to respond to the RFQ cum RFP using the forms given in this section for Commercial Proposal.

Form 1: Covering Letter

Form 2: Commercial Bid Template

Form 1: Covering Letter

<Location, Date>

To:

<Name>

<Designation>

<Address>

<Phone Nos.>, <Fax Nos.>

<email id>

Subject: Submission of the Financial bid for <provide name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the services of Survey Agency in accordance with your Request for Proposal dated [*Date*] and our Proposal - Technical and Financial Proposals. Our attached Financial Proposal is as per Form 2 attached. This amount is inclusive of OPEs, Miscellaneous expenses & taxes, which shall be binding on us, if selected, for the contract period. All the fee quoted in this bid shall be valid for the entire contract duration, and no escalation will be payable.

I understand that the payment would be made on the basis of actual tax rate prevalent during the time of payment.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form 2: Commercial Bid Template

S. No.	Costs	Amount in figures (Indian Rupees)	Amount in words
1	Fixed Fee for Capacity Building, Training of Assessors, IT Portal, Tools for conducting assessments ,costs of generating reports, including printing costs and out of pocket expenses		
2	First time assessment for city >5 lakhs population (cost per city)		
3	Re-certification/ reassessment for city >5 lakh population (cost per city)		
4	First time assessment for city <5 lakhs population (cost per city)		
5	Re-certification/ reassessment for city <5 lakh population (cost per city)		
	Total		

ALL COST ELEMENTS SHOULD INCLUDE ALL OUT OF POCKET EXPENSES AND APPLICABLE TAXES (INCL. GST ETC.)

Appendix III: Performance Bank Guarantee

<Location, Date>
<Name>, <Designation>
<Address>
<Phone Nos.>, <Fax Nos.>
<email id>

Whereas, <<name of the supplier and address>> (hereinafter called “the applicant/supplier”) has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide services for <<name of the assignment>> to <MoHUA> (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the applicant/supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<**Name of the Bank**>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, upto a total of **Rs. <<Insert Value>> (Rupees <<insert value in words>> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant/supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the applicant/supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>.

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs <<Insert Value>> (Rupees <<insert value in words>> only).**
- II. This bank guarantee shall be valid up to <<insert expiry date>>.
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.

Appendix IV: Team Structure

The selected agency will mandatorily depute the following personnel for the duration of the contract with MoHUA:

S. no.	Key Personnel	Responsibilities
1	Team Leader	<ul style="list-style-type: none"> • Shall be in charge of the team, and shall be responsible for all communications/ interaction with MoHUA • Shall be responsible for supervising the conduct of the entire scope of work under this RFQ cum RFP • Shall review and edit all deliverables to the satisfaction of MoHUA. • Shall work with MoHUA to fine tune and refine the GF Protocol • Shall design and implement the data analysis frameworks and shall own the final results. • Shall be responsible for daily coordination with the Client on behalf of the Agency, ensuring recording and relaying of communications.
2	Quality Control Expert	<ul style="list-style-type: none"> • Shall be responsible for Quality Control of the project. • Shall design and implement the Quality control process, and shall facilitate quality audits by MoHUA.
3	Urban Sanitation Expert	<ul style="list-style-type: none"> • Shall design and implement training of assessors on the technical aspects of indicators related to Sanitation and Liquid Waste Management. • Shall address queries by field assessors related to Sanitation and Liquid Waste Management indicators.

In addition, the agency shall deploy requisite resources (including requisite numbers of field assessors) as may be required to complete the deliverables in a time-bound fashion as per the Scope of Work and Deliverables given elsewhere in this RFQ cum RFP. The type of resources indicated above are only illustrative, it shall be the sole responsibility of the selected agency to deploy additional resources at no extra cost to MoHUA, if required to complete indicated deliverables on time.

Appendix V: Tentative Format for Monthly Progress Report

Garbage Free Verification and Certification

Monthly Progress Report

< Month >

S. No.	Criteria	Number of Cities	
		More than 5 lakh population	Less than 5 lakh population
1.	Requests received for certification		
2.	Cities certified (First Time)		
3.	Cities re-certified		
4.	Cities re-assessed		
5.	Cities assessment in progress		
6.	Requests pending		
7.	Cities for which results shared		
8.	GF Certified		
9.	GF Re-certified		
10.	Total GF		
11.	Assessed as Non-GF		

Note: Detailed list of all the cities mentioned above needs to be submitted as Annexures to the Monthly Progress Report.

Appendix VI: Tentative Format for Daily Progress Report

Garbage Free Verification and Certification

Daily Progress Report (Cumulative)

<Date>

S. No.	Criteria	Number of Cities		
		3 Star	5 Star	7 Star
1.	Requests received for certification			
2.	Cities certified (First Time)			
3.	Cities re-certified			
4.	Cities re-assessed			
5.	Cities assessment in progress			
6.	Requests pending			
7.	Cities for which results shared			
8.	GF Certified			
9.	GF Re-certified			
10.	Total GF			
11.	Assessed as Non-GF			

Note: Detailed list of all the cities mentioned above needs to be submitted as Annexure to the Daily Progress Report.