



## Request for Proposals

# Selection of Project Management Consultant for Integrated Waste Management Projects in the United Arab Emirates

On Behalf of the  
Follow up Committee for the Initiatives of  
HH President of UAE

*Date of Issue: 25<sup>th</sup> May 2016*

*Due Date for Submission: 30<sup>th</sup> June 2016.*



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## Abbreviations

UAE	United Arab Emirates
MOCCAEE	Ministry of Climate Change and Environment
MOPA	Ministry of Presidential Affairs
RFP	Request for Proposal
PMC	Project Management Consultant
IWM	Integrated Waste Management
RAK	Ras Al Khaimah
UAQ	Umm Al Quwain
MRF	Material Recycling Facility
RDF	Residue Derived Fuel
SRF	Solid Residue Fuel
C	Composting
WTE	Waste to Energy
MCR	MRF+C+RDF
ISO	International Standards Organization
PPP	Public Private Partnership
FDBO	Finance Design Build & Operate
DBOT	Design Build Operate & Transfer
BOOT	Build Own Operate & Transfer
O&M	Operations & Maintenance



### Disclaimer

*This Invitation for RFP document is not an agreement and is neither an offer nor invitation by the Ministry of Climate Change & Environment (MOCCAE) to the prospective Applicants or any other person. The purpose of this Invitation for RFP document is to provide interested parties with information that may be useful to them in the formulation of their Request for proposal ("RFP") to this Invitation for RFP document. This Invitation for RFP document does not purport to contain all the information that each Applicant may require.*

*The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MOCCAE accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.*

*Some of the scope of work in the RFP is subject to addendum during the course of the project planning, design and execution stages. MOCCAE & the selected consultant shall mutually agree for the addendum on the financial proposals where required.*

*MOCCAE may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information or assessment contained in this Invitation for RFP document. The issue of this Invitation for RFP document does not imply that MOCCAE is bound to shortlist Applicants for next stage of the Selection Process for the Project and MOCCAE reserves the right to reject all or any of the RFPs without assigning any reasons whatsoever.*

*The Applicant shall bear all its costs associated with or relating to the preparation and submission of its RFP including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MOCCAE or any other costs incurred in connection with or relating to its RFP. All such costs and expenses will remain with the Applicant and MOCCAE shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the RFP, regardless of the conduct or outcome of the Selection Process.*



## 1. Introduction

The Ministry of Climate Change and Environment (MOCCA), United Arab Emirates, is inviting qualified Bidders for the request of proposals, to select a consultant/ consulting company to work as a project management consultant for integrated waste management projects in the Emirates Ras Al Khaimah, Fujairah, Ajman and Umm Al Quwain.

The integrated waste management project for the Emirates of Ajman, Fujairah, RAK, and UAQ was initiated by the follow up committee for the initiatives of H.H. President of UAE, through the Ministry of Presidential Affairs (MOPA).

Initial feasibility studies for IWM were carried out for evaluating the waste generation, waste characterization, and with recommendations for different waste treatment options for the region. This RFP shall be to continue the work with the final selected treatment options by MOCCA, to initiate the construction of the MSW treatment facilities.

The main scope of work for the consultant shall be to follow up with the project management of MSW treatment, waste to energy, and waste disposal projects, during the stages of design, planning, construction and commissioning of the projects. The projects shall be on PPP as agreed by the selected contractors. The Consultant shall recommend the way forward towards finding the right solutions for long term sustainable practices.

Currently it is proposed for the construction of one 1000 to 1500 tpd MCR (MRF, Composting, and RDF) plant, and a sanitary landfill in the emirate of UAQ as part of phase-1 of the project. The RDF will be produced to meet the requirement of specific industries. The phase-2 of the project is planned for the construction of one WTE (Waste to Energy) incineration plant for the generation of electricity. Depending on the outcome of the phase-1 and phase-2 projects, further construction and development of additional waste treatment facilities shall be planned.

With the objective of developing the project under a Public Private Partnership (PPP) framework, MOCCA will carry out a competitive bid process for identification of the private developer ("the Concessionaire"). In accordance with the provisions of the Concession Agreement executed between MOCCA and the Concessionaire, the Concessionaire shall be responsible for Design, Build, operation & maintenance, and with shareholding of the MSW treatment facilities that include MCR (MRF, Composting & RDF), and Waste to Energy projects.

### 1.1. Invitation for Request for proposal Document

In accordance with the provisions the Concession Agreement, Project Management Consultant (PMC) would need to be identified for the preparation of the initial project documentation /agreements, supervision and monitoring of the construction / development activities and to ensure that the Project is developed in accordance with the applicable laws including Municipal Solid Waste guidelines, and the Construction Requirements and O&M Requirements set out by MOCCAE in the Concession Agreement. As per provisions of the Concession Agreement, PMC shall be required to:

- a. Invite tenders for selection of private party to implement the project on PPP basis.
- b. Preparation of the Concession Agreement with the private parties on PPP basis.
- c. Independently and on behalf of both MOCCAE and the Concessionaire, review activities associated with design, construction, operation and maintenance of the Project to ensure compliance of requirements of Concession Agreement;
- d. Preparation of permits and agreements with local authorities.
- e. Verify / conduct Tests on completion of construction activities of the Project facilities and issuing Readiness Certificate/Provisional Readiness Certificate;
- f. Report to the Parties on various physical, technical and financial aspects of the Project based on inspections, site visits and Tests;
- g. Assist the Parties in arriving at an amicable settlement of disputes;
- h. Assist MOCCAE in making Tipping Fee payments to the Concessionaire;
- i. Review matters related to safety and environment management measures
- j. MOCCAE will seek ISO certifications for the Projects with sustainable design measures towards best practices in waste management.

Detailed scope of work is given under Chapter 3 of this document.

### 1.2. Due diligence by Bidders

Applicants are encouraged to inform themselves fully about the assignment and the local laws and conditions before submitting the RFP by paying a visit to emirates area and the project sites, sending written queries to MOCCAE, etc.

### 1.3. Brief of Selection Process



MOCCAE shall invite RFP from interested parties with duly filled formats including financial proposals. Based on evaluation of the RFPs, MOCCAE shall short-list the suitable firm as Independent Consultant. A Quality and Cost based approach shall be adopted for the identification of the PMC.

#### 1.4. Communications

All communications including the submission of RFP should be addressed to:

Project Management Office

Ministry of Climate Change & Environment,

Room # 502, Fifth floor,

Al Hathboor Building, (near Canadian Specialist Hospital),

Abu Hail, Dubai,

Tel: +971 4 2148 444

+971 4 2148 452

Email: Project Management Office [pmo@moew.gov.ae](mailto:pmo@moew.gov.ae)

All communications regarding the RFP should be titled with:

**“RFP- PROJECT MANAGEMENT CONSULTANT FOR IWM PROJECTS IN THE UAE”**

For technical queries email to: [wm@moew.gov.ae](mailto:wm@moew.gov.ae)

The **DUE DATE** for Submitting the RFP shall be **Thursday 30<sup>th</sup> June 2016, before 13:00 Hrs.**





## **2. Instructions to Bidders**

### **2.1. Scope of RFP**

- 2.1.1. Bidders are advised that the selection of the Project Management Consultant (PMC) shall be on the basis of an evaluation by MOCCAEC through internal selection process. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that MOCCAEC's decisions are without any right of appeal whatsoever.
- 2.1.2. The Project Management Consultant shall be appointed for term of the Project - 2 (two) years, and renewable with mutual agreement with MOCCAEC.

### **2.2. Conditions for Eligibility of Applicants**

- 2.2.1. Applicants must read carefully the minimum conditions of eligibility provided herein.
- 2.2.2. Applicants eligible for participating in the Assignment shall be a single company or consortium of maximum two companies. For the purpose of this Invitation for RFP document, the company should be registered in the UAE.
- 2.2.3. Applicants engaged as contractors for any of the Ministry's waste management projects shall not be eligible to apply for this RFP and vice versa.
- 2.2.4. An Applicant should have, during the last 5 (five) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.
- 2.2.5. Bidder/member of consortium/sister concern/subsidiary of bidder shall not be involved in the business of construction, operation & maintenance of MSW projects (any company who can be a possible bidder for development of project on PPP basis cannot bid in PMC project). 2.3.

### **2.3. Conflict of Interest**

- 2.3.1. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Assignment (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified.
- 2.3.2. MOCCAEC requires that the PMC provides professional, objective, and impartial advice and at all times hold MOCCAEC's interests' paramount, avoid conflicts with other assignments or its own corporate interests, and act without any consideration for future work.
- 2.3.3. MOCCAEC shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of MOCCAEC.



## 2.4. Number of RFPs

- 2.4.1. An Applicant or partners of the Applicant forming a consortium is eligible to submit only one RFP for the Assignment. An Applicant shall not be entitled to submit another RFP.
- 2.4.2. The Applicant shall not form a partnership/consortium with any other Applicant/s who have submitted their own application for this RFP.

## 2.5. Cost of RFP

- 2.5.1. The Applicants shall be responsible for all of the costs associated with the preparation of their RFPs and their participation in the Selection Process. MOCCAE will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## 2.6. Site visit and verification of information

- 2.6.1. Applicants are encouraged to submit their respective RFPs after visiting the Project site/s in coordination with MOCCAE and ascertaining for themselves the site conditions, location, surroundings, climate, access to the site(s), applicable laws and regulations or any other matter considered relevant by them.

## 2.7. Acknowledgement by Applicant

- 2.7.1. It shall be deemed that by submitting the RFP, the Applicant has:
- made a complete and careful examination of the RFP document;
  - acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Invitation for RFP document or furnished by or on behalf of MOCCAE;
  - satisfied itself about all matters, things and information, necessary and required for submitting an informed RFP and performance of all of its obligations there under; and
  - acknowledged that it does not have a Conflict of Interest;
- 2.7.2. MOCCAE shall not be liable for any omission, mistake or error in the RFP submission on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this Invitation for RFP document or the Selection Process, including any error or mistake therein or in any information or data given by MOCCAE.

## 2.8. Right to reject any or all RFPs



2.8.1. Notwithstanding anything contained in this Invitation for RFP document, MOCCAЕ reserves the right to accept or reject any RFP and to annul the Selection Process and reject all RFPs, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2. MOCCAЕ reserves the right to reject any RFP if:

- At any time, a material misrepresentation is made or uncovered, or
- The Applicant does not provide, within the time specified by MOCCAЕ, the supplemental information sought by MOCCAЕ for evaluation of the RFP.
- Such misrepresentation/improper response may lead to disqualification of the Applicant. If such disqualification/rejection occurs after the RFPs have been opened, such Applicants shall not be eligible for participating in the Selection Process.

2.8.3. The selected PMC shall not form a consortium with any of the Applicants who have submitted their proposal for this RFP.

## 2.9. Amendment of Invitation for RFP document

2.9.1. At any time prior to the deadline for submission of RFP, MOCCAЕ may, for any reason, modify this Invitation of RFP document by the issuance of an Addendum.

2.9.2. Such Addendum to this Invitation of RFP document shall be posted by MOCCAЕ on its official website and shall be binding on all Applicants.

2.9.3. In order to facilitate the Applicants a reasonable time for taking an amendment into account, or for any other reason, MOCCAЕ may, in its sole discretion, extend the RFP Due Date.

## 2.10. Language

2.10.1. The Applicant shall submit all the required documents in English, except for copies of licenses and permits which may be in Arabic. Applicants shall provide the translations of the documents if required.

2.10.2. The Applicant shall be required to submit in Arabic the summary of the reports during the course of their work after selection as PMC, at their own cost.

2.10.3. The Applicant shall have a representative/PRO with very good Arabic & English language skills- spoken & written.

## 2.11. Currency

The currency that shall be used for the purpose of submitting the financial proposals for this RFP and for all future purposes shall be only in UAE Dirhams –AED.

## 2.12. Submission and Acceptance of the RFP

2.12.1. The Applicant shall submit 3 hard bound copies of the RFP, and one soft copy on CD/ DVD.



- 2.12.2. The Applicant shall prepare one original set of the documents (comprising Key Submissions, Financial proposal, Qualification and Credentials) and clearly mark the same "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the documents marked "DUPLICATE" and 1 (one) soft copy. In the event of any discrepancy between the Original and the Duplicate, the Original shall prevail.
- 2.12.3. The RFP shall be typed or signed by the authorized signatory or a person holding the Power of Attorney for the Applicant in blue ink. All the alterations, omissions, additions, or any other amendments, made to the RFP shall be initialed by the person(s) signing the RFP.
- 2.12.4. Applicants should note the RFP Due Date, for submission of RFPs. Applicants are reminded that no supplementary material will be entertained by MOCCAE after the due date, unless asked for by MOCCAE during the selection process.
- 2.12.5. MOCCAE reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the Invitation for RFP document. Failure of MOCCAE to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of MOCCAE thereunder.
- 2.12.6. In case it is found during the evaluation or at any time before short-listing and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith, by a communication in writing by MOCCAE without MOCCAE being liable in any manner whatsoever to the Applicant.
- 2.12.7. The Applicant may modify, substitute, or withdraw its RFP after submission, provided that written notice of the modification, substitution, or withdrawal is received by MOCCAE prior to RFP Due Date. No RFP shall be modified, substituted, or withdrawn by the Applicant on or after the RFP Due Date.
- 2.12.8. Any alteration/modification in the RFP or additional information or material supplied subsequent to the RFP Due Date, unless the same has been expressly sought for by MOCCAE, shall be disregarded.

## 2.13. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising MOCCAE in relation to or matters arising out of, or concerning the Selection Process. MOCCAE will treat all information submitted as part of the RFP, in confidence and will require all those who have access to such material to treat the same in confidence.



## 2.14. Clarification

- 2.14.1. To facilitate evaluation of RFPs, MOCCAE may, at its sole discretion, seek clarifications from any Applicant regarding its RFP. Such clarification(s) shall be provided within the time specified by MOCCAE for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.14.2. If an Applicant does not provide clarifications sought under Sub-Clause 2.14.1 above within the specified time, its RFP shall be liable to be rejected. In case the RFP is not rejected, MOCCAE may proceed to evaluate the RFP by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of MOCCAE.

## 2.15. Due Date & Place of Submission

The last date for submission of the RFP shall be **30<sup>th</sup> June 2016 before 13:00 Hrs.**

The RFP shall be submitted in sealed envelope/box with the following Title:

**RFP- PROJECT MANAGEMENT CONSULTANT FOR IWM PROJECTS IN THE UAE**

The RFP with all the required documents shall be submitted at MOCCE main office located in Dubai:

**Project Management Office**

**Room # 502, 5<sup>th</sup> Floor,**

**Ministry of Climate Change & Environment,**

**Al Hathboor Building (Near Canadian Specialist Hospital)**

**Dubai, UAE.**

**Tel: +971 4 2148 444 or +971 4 2148 452**

**Email: pmo@moew.gov.ae**



### 3. Scope of Work

#### 3.1. Broad scope of work

The project management consultant shall be responsible for management and monitoring of the entire project in coordination with the MOCCAEC waste management team, MOCCAEC project management office, the selected bidder for execution of work, obtaining the requisite statutory approvals related to the entrusted works, handing over the completed works to MOCCAEC.

- a) Preparation of tender documents for selection of contractors, and evaluation of the received tenders with MOCCAEC for selection of the contractor.
- b) The Project Management Consultant (PMC) will act as Transaction Advisor.
- c) The PMC shall follow up with the contractor/Concessionaire and prepare technical reports, by studying the drawings, designs, estimates, site surveys and feasibility reports.
- d) Follow up with the contractor the construction of MCR & WTE Plants, Sanitary landfill construction, and all associated civil works, etc.
- e) Day to day supervision of construction works at sites through contractor/ Concessionaire, quality control, finalizing the bill of contract, handing over completed works to designated agencies and attend to enquiry/audit queries & all arbitration / litigation cases with the respective team till their conclusion.

#### 3.2. Detailed Scope of Work

##### 3.2.1. Pre-Tender Stage

- a) Study of all the feasibility reports & documents available with MOCCAEC;
- b) Study & evaluation of all the brief proposals for MCR received by MOCCAEC
- c) Study & evaluation of Waste to Energy project proposals received by MOCCAEC.
- d) Preparation of a scope of work report for phase-1 of the project, by selecting suitable technology for planning the MCR plant.
- e) Assisting MOCCAEC in adopting a feasible contracting mechanism for the proposed projects, coordination with Local Authorities/Stakeholder, and associated activities.
- f) Preparation of agreements with Local Authorities – memorandum of understanding (MoU), project construction/operational agreement with the Contractor, etc.



### 3.2.2. Tendering and Awarding of Contracts

- a) Preparation and Finalization of the draft tender document complete in all respects and adequate enough for inviting tenders.
- b) Preparation of the necessary report/documents for obtaining approval from the concerned local authorities for undertaking the project, if any required.
- c) The Project Management Consultant shall assist MOCCAЕ in answering all the queries from the prospective Bidders.
- d) The MOCCAЕ shall receive and open the tenders in a pre-determined manner at MOCCAЕ Dubai office. The offers so received shall be tabulated and evaluated.
- e) Project Management consultant shall Submit their recommendation of bids.
- f) Project Management Consultant shall assist MOCCAЕ for issue of letter of intent /letter of award, and on its acceptance by the selected tender, execution of contract agreement between MOCCAЕ and the selected tenderer and take further necessary action in accordance with the tender conditions.
- g) The project Management Consultant shall develop a Project Schedule, and update the Project schedule incorporating a detailed schedule for all activities of the Project.
- h) The PMC shall check and finalize contractor's detailed program of activities commensurate with the tender provisions, requirement of manpower, materials & samples and delivery of products requirement lead-time for procurement, etc.
- i) The project Management Consultant shall prepare a Project budget and cash flow statement as soon as major project requirements having been identified, and update the same periodically for the MOCCAЕ's approval and suggest corrective action.

### 3.2.3. Project Execution and Management

- a) The Project Management Consultant shall exercise perform all the duties, liabilities, functions and obligations as laid down with reasonable skill, care and diligence and also ensure that the works are executed at site strictly as per the approval granted by MOCCAЕ and the Concerned local authorities. The term and conditions of the contract agreement entered between MOCCAЕ and the respective Contractors, within the given time frame & budget provisions.
- b) The project management consultant shall ensure that the contractor adheres to the construction requirements and delivers on or before the scheduled project completion date.
- c) The project Management Consultant will be required, during the construction phase to provide the field supervision and sufficient technical assistance (staff) to check on quality control of the work at site. For this



purpose, the Project Management Consultant shall have to post their Engineer-in-Charge at the site of work and provide the agreed necessary and technical staff, for regular technical supervision over the construction including giving layout, its checking requirement of materials and equipment and their procurement in time, conforming to approved specifications and accepted standards.

- d) Submission of fortnightly/monthly progress report as per the directions of MOCCA, including maintaining necessary site records, etc.
- e) The Consultant shall hold fortnightly/monthly meeting with MOCCA team to discuss about the progress of work along with the representative of the Contractor.

#### 3.2.4. Project Completion and Handover

- a) The PMC shall submit all the completion drawings to MOCCA as built along with any modifications to the original drawings. The Contractor shall submit 5 copies the final built drawings to MOCCA through PMC, along with soft copies on CD/DVD.
- b) The PMC shall verify and issue the completion certificate/s to the contractor with a copy to MOCCA for records.
- c) Project Management Consultant shall also submit necessary information as required by MOCCA for finalization of accounts and commits to continue till the accounts are finalized at agreed upon terms.
- d) The completed works shall be handed over by the Project Management Consultant along with the necessary documentation in pre-determined phases, to the MOCCA or the facility operator appointed by MOCCA. Consultant shall also promptly attend to any defects/deficiency noticed in the completed works within the scope of work of execution by the said taking over agency without demur.
- e) The PMC shall get the Operations & Maintenance (O&M) manual from the Contractor, and verify the accuracy of the O&M manual at site.
- f) The PMC shall make sure that the Contractor shall carry out test runs of the complete plant for a minimum period of 30 days and meeting the specified input/output from the plant, and fix all the faults during the testing period.
- g) The PMC shall verify the performance & warranty agreement provided by the Contractor.
- h) The PMC shall also advice MOCCA of all the other requirements during the period of completion and handing over of the project.





### 3.2.5. Important Note:

The detailed scope of work for the PMC may change under the following conditions:

- a) If MOCCAEC prepares the RFP document for the MCR project on FDBOT /BOOT on PPP Concession agreements.
- b) For Waste to Energy project if a single Consortium is selected directly by MOCCAEC
- c) This will require Addendum of the financial proposal after the selection of the PMC, and the PMC shall propose for the new addendum, subject to mutual acceptance.
- d) A task based financial proposal is required as under part 4.

## 4. Financial Proposal

### 4.1. Task based financial proposal

The Applicants shall quote their professional fees / financial proposal for each task specifying the brief details under the scope of work (Most of the tasks are standard documentation work prepared for similar projects):

1. Study of the existing feasibility reports & project proposals
2. Preparation of project scope of work
3. Preparation of RFP/Tender documents for site investigations
4. Preparation of RFP / Tender documentation for MCR/RDF project/s
5. Preparation of RFP / Tender documentation for Sanitary landfill construction
6. Evaluation of RFPs/Tenders with MOCCAEC team for selection of Contractor/s
7. Preparation of standard project agreement with selected Contractor/s
8. Preparation of agreement with the concerned local authorities for long term (15 years) operational contract/s with the Contractor/Operator.
9. Preparation of agreements with companies for purchase of RDF
10. Preparation of project schedule
11. Preparation of general legal due diligence report (if required)
12. Project budgeting, cash flow, and financial analysis
13. Risk assessment, analysis, and management report.
14. Supervision of project execution work on weekly/ fortnightly basis with one or two site engineers.
15. Monthly fee for reporting and meetings with MOCCAEC and Contractor.
16. For waste to energy project (standard draft agreements):
  - a) Project agreement
  - b) Power purchase agreement
  - c) Grid connection agreement



- d) Legal evaluation report
  - e) Technical evaluation report
  - f) Financial evaluation
17. All other associated costs on task basis

It is important for the PMC to quote for each of the above tasks and other associated tasks that may be involved during the project/s execution stages.

Final financial proposal shall be negotiable with the selected Consultant.

#### 4.2. Addendum to Financial Proposal

Depending on the final PPP contract agreed upon with the project contractors –FDBOT/ BOOT/ DBOT- the scope of work & the financial proposal for the PMC may require

Addendums. Also there may be proposals for new projects that require additional/repeat tasks as in part 4.2 of the RFP.

### 5. Eligibility Criteria

#### 5.1. Minimum Eligibility Requirement

The Applicants or Consortium (not more than two members) for the RFP shall fulfill the following criteria based on expertise and financial standing:

1. The Applicant shall have experience in carrying out similar projects on waste management (as described in the scope of work) in at least 3 sites within the Middle East and Overseas, with project capacities of minimum 1000 tonnes per day, including successful operations.
2. Experience in providing supervision and independent engineering services.
3. Experience in preparing feasibility and detailed project reports.
4. Must have sufficient number of qualified and experienced team for carrying out all the tasks efficiently.
5. Excellent knowledge & expertise of waste treatment technologies to give practical recommendations during project evaluation and execution stages.
6. Preparation of all documentation and agreements for the project.
7. Good financial standing.

#### 5.2. Supporting Documents

The Applicant shall submit the following documents as proof of their qualifications, experience and financial standing:



1. Company profile with all the projects (completed and ongoing) and services provided.
2. References from completed projects.
3. Educational & experience certificates of all the staff who may be deployed for the RFP.
4. UAE trade license/s, Chamber of commerce registration, physical address and contacts within the UAE.
5. In case of Consortium the Applicant must submit the legal agreement and the shareholding of the consortium members.
6. All the team members of the selected PMC shall be required to have UAE residence visas before or soon after starting the work. MOCCE is not responsible to sponsor the Applicants team.
7. Proof of financial standing with
  - Audited Statement for last three years ending December 2015/ march 2016, duly attested by a registered Chartered Accountant.
  - Proof with respect to annual average turnover
8. Agree to provide a performance bond for AED 500,000/- through the Applicants Bank.

### 5.3. Evaluation of Bids

- 1) Evaluation of all the bids shall be done by MOCCAE with internal evaluation process. Prequalifying Bidders on priority basis shall be notified for further details and negotiations.
- 2) After successful negotiations, the work shall be awarded to the finally selected Bidder.
- 3) The decision of MOCCAE shall be the final binding on the bidders.
- 4) The selected bidder shall deposit AED 500,000/- as security deposit in form of a bank guarantee to MOCCAE. Failure to provide the bank guarantee within 15 days of signing the contract agreement, the bidder may be rejected at the discretion of MOCCE, by selecting the next successful bidder.



## 6. Other Conditions

### 6.1. MOCCAE 's Responsibilities

- 1) MOCCAE shall provide the selected PMC with all the initial study reports for the project/s, with a non-disclosure agreement (NDA) signed by the PMC.
- 2) MOCCAE shall coordinate with the concerned local authorities, to get all the permits, licenses, and NOCs for the PMC to carry out their tasks in time.

### 6.2. Disincentives

- 1) In case of failure of the PMC to carry out the tasks successfully within the stipulated timeframe, the offer may be withdrawn giving 1 months' notice at the discretion of the MOCCAE.
- 2) If the PMC does not complete a scheduled task before the deadline, then MOCCAE shall have the right to deduct 10% of task value, unless PMC could not complete the task due to unavoidable circumstances.
- 3) If the PMC fails to comply with any of the clauses of the agreement after entering into the same with MOCCAE, the agreement will be terminated on three month notice.
- 4) The project will be reviewed every month by MOCCAE.

### 6.3. Payment Schedule

- 1) MOCCAE shall pay within 90 days for the invoices submitted by the PMC on the completed tasks, after internal evaluation & approval by MOCCAE project management office.
- 2) Monthly fees for supervision of project execution shall be paid by MOCCAE within 90 days from the invoice date.

### 6.4. Risks Involved

- 1) There can be delays in the project implementation due to shortcomings/approval delays. The PMC's approach to risk assessment, analysis and management shall be as follows :
  - Routine assessment of risks, and plan appropriate action take to tackle them.
  - Timely and close interaction, coordination and cooperation between the project team members, the client as well as all stakeholders to make them aware of the consequences, and plan and implement appropriate solutions for mitigating the risks.
  - Suggest alternative designs and appropriate strategies for mitigation of uncertainties.

### 6.5. Fraudulent Practices



The Applicants and their respective employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Invitation of RFP document, MOCCAEC shall reject a RFP without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant 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.

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