

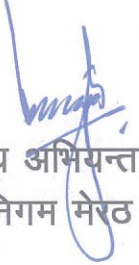
कार्यालय नगर निगम मेरठ।

पत्रांक :- 220/सा.नि.वि.0/26

दिनांक :- 13/05/2026

ई-निविदा सूचना (चतुर्थ आमंत्रण)

एतद्वारा सूचित किया जाता है कि नगर निगम, मेरठ द्वारा Selection of operator for establishment of Construction & Demolition(C&D)waste processing plant of 100 TPD capacity with operation and maintainance for 10 years in meerut city under meerut municipal corporation हेतु ई-निविदा (टू बिड सिस्टम) के माध्यम से चतुर्थ आमंत्रण दिनांक 13.05.2026 दोपहर 03:00 बजे से दिनांक 23.05.2026 सांय 05:00 बजे तक आमंत्रित की गयी है। निविदा दिनांक 25.05.2026 प्रात 11.00 बजे तकनीकी बिड नगर निगम के कार्यालय कक्ष में खोली जायेगी। सम्पूर्ण विवरण व निविदा की शर्तें तथा निविदा प्रपत्र उ0प्र0 की ई-प्रिक्वोरमेंट <https://etender.up.nic.in> पर दिनांक 23.05.2026 सांय 05:00 बजे तक डाउनलोड/अपलोड की जा सकती है।


मुख्य अभियन्ता
नगर निगम मेरठ।

प्रतिलिपि:-

1. प्रभारी जनसम्पर्क को नैशनल दैनिक समाचार पत्र तथा स्थानीय समाचार पत्र में प्रकाशन हेतु प्रेषित।
2. सूचना बोर्ड पर चस्पा हेतु प्रेषित।

/
मुख्य अभियन्ता
नगर निगम मेरठ।



MEERUT MUNICIPAL CORPORATION

REQUEST FOR PROPOSAL

FOR

“Selection of Operator for Establishment of Construction & Demolition (C&D) Waste Processing Plant of 100 TPD capacity with Operation & Maintenance for 10 Years in Meerut City under Meerut Municipal Corporation”

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OFFICE OF THE MEERUT MUNICIPAL CORPORATION

Notice Inviting Tenders(NIT)

NIT No-

220/2010/19/26

Date:

13/05/2026

Meerut Municipal Corporation, Meerut invites Bids from eligible Bidders for the Project/ Work(s) detailed in the following table. The Bidders shall submit Bids on "EPC Mode" for all of the following Project/Work(s):

Name of work	Estimated cost (Lac)	Earnest Money Deposit (Lac)	Period of Completion	Operation Maintenance period	Last Date of Submission Bid	Date of Technical Bid Opening
Selection of Operator for Establishment of Construction & Demolition (C&D) Waste Processing Plant of 100 TPD capacity with Operation & Maintenance for 10 Years in Meerut City under Meerut Municipal Corporation	Rs 551.00	Rs . 11.00 Lacs	180 days(6month)	10 Years after the completion of the project	23/05/26 5 pm	25/05/26 At 11.00 AM

- Detailed NIT & Bid Documents can be seen at the website <https://etender.up.nic.in> and can be downloaded from the same.
- Bidding document fee (Non-Refundable) Rs 11800/- (Eleven Thousand Eight Hundred only) Including GST (Should be Transferred Online in A/C No-50100060703205 IFSC Code [HDFC0001911](https://etender.up.nic.in) In favour of Municipal Commissioner, Meerut Nagar Nigam.
- An Earnest Money Deposit of Rs. 1100000/- (Rs Eleven Lacs only) in the form of RTGS A/C No. 50100060703181 IFSC Code [HDFC0001911](https://etender.up.nic.in) In favour of Municipal Commissioner, Meerut Nagar Nigam.
- Any subsequent addendum/corrigendum shall be published only at website <https://etender.up.nic.in>
- Any Query Related to Bid Can be sent online on E-mail id- nmmcc@nic.in before on dated _____ till 4.00 pm. No query will be entertained after _____ 4.00 pm.

Note:- If any holiday occurs on scheduled dated, the events shall be considered for next working day.

Chief Engineer
Nagar Nigam Meerut

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Notice inviting online bids for 'Selection of Operator for Establishment of Construction & Demolition Waste Processing Plant of 100 TPD capacity with Operation & Maintenance for 10 Years in Meerut City under Meerut Municipal Corporation'

Municipal Commissioner (MC), Meerut Municipal Corporation. Invites Bids from eligible Bidders for all of the following Project/Work(s) given in the table below:

Name & Address of the Procuring Entity	Municipal Commissioner, Nagar Nigam Meerut NNMEE Stand For Nagar Nigam Meerut
Subject Matter of Procurement	Selection of Operator for Establishment of Construction & Demolition Waste Processing Plant of 100 TPD capacity with Operation & Maintenance for 10 Years in Meerut City under Meerut Municipal Corporation on EPC Mode.
Period of completion/Implementation of Physical work	180 Days
Operation and Maintenance	10 Year
Bid Procedure	Three Part (envelope) open competitive e-Bid procedure At https://etender.up.nic.in
Eligibility Criteria	As detailed in RFP
Websites for downloading Bidding Document	https://etender.up.nic.in
Fees	Bidding document fee (Non- Refundable) Rs.11800/- (Eleven Thousand Eight Hundred only) Including GST (Should be Transferred Online in A/C No.50100060703205 IFS Code HDFC0001911
Earnest Money Deposit (EMD) and Mode of Payment	An Earnest Money Deposit of Rs. 11,00,000/- (Rs Eleven Lac only) in the form of RTGS 50100060703181 IFS Code HDFC0001911 In favour of Municipal Commissioner, Meerut Nagar Nigam,
Period of on-line availability of Bidding Documents (Start/End Date)	Start Date:- <u>13/05/2026</u> 5.00 PM End Date:- <u>23/05/2026</u> 5.00 PM
Pre-bid Queries	Any Query Related to Bid Can be sent online on E-mail id- nnmee@nic.in before on dated _____ till 4.00 pm. No query will be entertained after _ _ _ 4.00 pm
Manner, Start Date for submission of Bids	<u>13/05/2026</u> 3.00 PM
Last Date for submission of Online Bids	<u>23/05/2026</u> 5.00 PM
Date and time of Technical Bid Opening	<u>25/05/2026</u> At 11.00 AM
Date/Time/Place of Financial Bid Opening	
Bid Validity	

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Note:

1. Bidders (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. The Technical Bid or Financial Bid shall not be submitted in physical form. However, for the purpose of examination and review at any stage of the Project, the NNMEE reserves the right to summon the original or truly certified copy of any document submitted by any Bidder in its Bid
2. Any subsequent addendum/corrigendum shall be published only at the website <https://etender.up.nic.in> and will not be published in newspapers. In case there is a holiday on the day of opening of bids, activities assigned on that date shall be carried out on the next working day.
3. Before electronically submitting the bids, it should be ensured that all the bid documents including conditions of contract are digitally signed by the bidder.
4. Department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid technical and last minute issues like slow speed; chocking of website due to heavy load or any other unforeseen problems.
5. The procuring entity reserves the sole right to cancel the bid process and reject any or all of the Bids without assigning any reason.
6. Procurement entity disclaims any factual /or other errors in the bidding document (The onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a bid-proposal.
7. No conditional bids shall be accepted and such bids shall be summarily rejected forth with

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DEFINITIONS

In absence of availability of definitions in the foregoing references, the capitalized terms shall be interpreted in accordance with the Government of India Guideline or any other relevant law, rule or regulation prevalent in India, as amended or re-enacted from time to time, in that order;

"Bid" shall mean Technical Bid and Financial Bid submitted by the Bidders, in response to this RFP, in accordance with the terms and conditions there of;

"Bidder" for the purpose of the RFP, shall mean the Bidding Entity (including its permitted successors and legal assigns subject to fulfilment to conditions given in 'RFP') which meets the Qualification Requirements/Eligibility Criteria as specified in the 'RFP' and has been allowed by NNMEE based on its Response to 'RFP' for submission of Bid.

"Bidding Company" for the purpose of the RFP, shall refer to such single person/ company/ firm etc.(including its permitted successors and legal assigns subject to fulfilment of conditions as given in 'RFP') which meets the Qualification Requirements/eligibility criteria for submission of Bid;

"Bidding Guidelines" shall mean the procedure methodology/prescribed herewith in RFP for calling the proposal, selection and finalization of successful bidder for carrying out agreement for execution of the project;

"Bid Deadline" shall mean the last date and time for submission of proposal in response to this RFP, specified herewith;

"Contract Period" shall mean entire period of Project commencing from the date of issuance of LoA and ending on the date of the completion of Implementation period, Defect liability Period/Operation and maintenance period or both, certified by the NNMEE and shall include the completion/implementation period; and it can be extended based on the site situations after the mutual understanding of Successful Bidder and Authority.

"Performance Security" shall have the meaning as the interest free Performance Security equivalent to 10% (Ten Percent) of total awarded amount for the Project, in the form of an irrevocable & unconditional Bank Guarantee from a Scheduled Bank in the Prescribed format given herein and has to be submitted within seven Days (7) from the day of acceptance of LoA, with the validity up to 120 days beyond the end of the Contract Period.

"Evaluation Committee" shall mean the Procurement Committee of NNMEE or sub-committee constituted by Municipal Commissioner, NNMEE for carrying out the evaluation of Technical Bid of the bidders as per the details elaborated in the RFP;

"Financial Bid" shall mean, Project Cost as quoted by the Bidders on Item Rate basis, including the all Charges as defined here in the RFP.

"User" or "Users" or "C&D Waste Generator" shall mean the person who is a Bulk Generator / Non bulk Generator of C&D waste;

"Letter of Acceptance" or "LoA" shall mean the letter to be issued by NNMEE to the Successful Bidder, who has been identified as the Selected Bidder or prospected bidder after the process given in the RFP for awarding the project for its execution;

"NNMEE" shall mean NAGAR NIGAM MEERUT or its authorized representative for carrying out the process for selection of 'Successful Bidder' or 'Selected Bidder' as defined in this RFP and to execute the Agreement to carry out the Project as per terms of the Agreement and RFP;

"Project" or "The Project" shall mean the work of "Selection of Operator for Establishment of Construction & Demolition Waste Processing Plant of 100 TPD capacity with Operation & Maintenance for 010 Years in MEERUT City" as per terms of the Agreement and RFP;

"Successful Bidder" or "Selected Bidder" or "Operator" shall mean the Bidders elected pursuant to this RFP for the execution of the Project as per the terms and conditions of this RFP Document;

"O&M Period shall mean the period starting from next day of Scheduled Implementation Date till the end of 10 Years from the next day of Scheduled Implementation Date.

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DISCLAIMER

This request for proposal (RFP) contains brief information about the Project, Qualification Requirements, Eligibility Criteria and the Selection process for the successful bidder. The purpose of this RFP documents is to provide bidders with information to assist in the formulation of their proposal ('Proposal').

The information ('Information') contained in this RFP document or subsequently provided to interested parties (the bidder(s)), in writing by or on behalf of NAGAR NIGAM MEERUT (NNMEE) is provided to Bidder(s) on the terms and conditions set out in this RFP documents and any other terms and conditions subject to which such information is provided. This RFP document does not purport to contain all their information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for NNMEE, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain Bidders may have a better knowledge of the proposed Project than others. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources.

NNMEE, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy; reliability or completeness of the RFP document and information provided hereunder is only to the best of the knowledge of NNMEE.

Intimation of discrepancies in the RFP, if any, should be given to the office of the NNMEE immediately by the Bidder. If NNMEE receives no written communication, it shall be deemed that the Bidders are satisfied that the RFP document is complete in all respects.

This RFP, along with its Annexures, is not transferable and will be issued only to the interested Bidding entity. The RFP and the information contained therein are to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). In the event that the recipient does not continue with its involvement in the Project in accordance with this RFP, this RFP must be kept confidential.

This RFP document is not an agreement and is not an offer or invitation by NNMEE to any other party. The terms on which the Project is to be developed and the right of the successful bidder shall be as set out in separate agreement contained herein. NNMEE reserves the right to accept or reject any or all proposals without giving any reasons thereof. NNMEE will not entertain any claim for expenses in relation to the preparation of RFP submissions.

Neither NAGAR NIGAM MEERUT, nor its employees and advisors/consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the information supplied by or on behalf of NNMEE or its employees, any advisors/consultants or otherwise arising in any way from the selection process for the said Project.

The pr of the RFP shall be deemed to have confirmed that the Bidders are fully satisfied with the process of evaluation of the Response and the NNMEE's decision regarding the qualification or disqualification or shortlisting of the Bidders. The Bidders hereby expressly waive any and all objections or claims in respect thereof. This RFP may be withdrawn or cancelled by NNMEE at any time without assigning any reasons thereof. NNMEE further reserves the right, at its complete discretion to reject any or all of the Bids without assigning any reasons whatsoever.

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Contents

1. INTRODUCTION AND GENERAL INSTRUCTION	8
Introduction	8
General Instructions	8
2. PROJECT INTRODUCTION	11
Project Background	11
Scenario of C&D Waste Processing in India	11
Environment and Social Impacts of Unmanaged C&D Waste	12
Objective of C&D waste management	12
Outcomes of the Proposed Project	12
Major Sources of C&D waste in MEERUT	13
The Project (MEERUT)	13
Project Structuring	13
3. SCOPE OF WORK	14
Scope of work of Bidder	14
Governing Law	17
Capacity of Plant and Processing Technology	18
C&D Waste Processing	18
Implementation of the Project	23
Funding Structure	23
General Terms and Conditions Contract	23
Payment Terms	24
Eligibility Criteria	25
Validity of Bids	27
Rejection of Bids	27
Special Conditions of Contract	27
4. EXECUTION OF WORK	27
Transfer of Project Work	27
Time Allowed for Project Execution	27
Safety and Security Measures	28
Penalty	28
Alteration and Renovations	28
Operation and Maintenance Period	28
5. TENDERING PROCEDURE AND SCHEDULE	29
Pre-Bid Meeting	29
Amendment of RFP	29
Preparation and Submission of Proposal	30
Bid Securing Declaration	31
Language and Currency of the Bids	31

Sealing and Marking of Proposals	32
Modification and Withdrawal of Proposals	32
Opening of Bids.....	33
Evaluation of Proposals/Bids.....	33
Confidentiality.....	35
Acceptance of the Offer/Award of Contract.....	35
Performance Security.....	36
Termination of Contract.....	37
Settlement of Disputes & Arbitration.....	38
Severability.....	38
Term and Extension of the Contract.....	39
Notices.....	39
Annexure1-LETTER OF PROPOSAL AND INTEREST.....	40
Annexure2--GENERAL INFORMATION OF THE BIDDER.....	42
Annexure3-FORMAT FOR TECHNICAL CRITERIA OF BIDDER.....	45
Annexure4-FORMAT FOR FINANCIAL CAPABILITY OF BIDDER.....	46
Annexure5- UNDERTAKING FOR MANPOWER DEPLOYMENT.....	47
Annexure6-FORMAT FOR FINANCIAL PROPOSAL.....	48
Annexure7 -FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL.....	50
Annexure8 -AFFIDAVIT CERTIFYING THAT THE BIDDER IS NOT BLACKLISTED/DEBARRED.....	51
Annexure9--THE PROJECT SITE.....	52
Annexure10-COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST.....	53
Annexure11-DECLARATION REGARDING QUALIFICATION.....	55
Annexure12-FORMAT FOR PERFORMANCE BANK GUARANTEE.....	56
Annexure13-FORMAT OF FINANCIAL BID.....	57
Annexure14-CONTRACT AGREEMENT.....	58
Annexure15--TECHNICAL SPECIFICATION.....	60
Annexure16--BID SECURING DECLARATION.....	62
Annexure17--SPECIAL CONDITIONS OF CONTRACT.....	63-83

1. INTRODUCTION AND GENERAL INSTRUCTION

Introduction

NAGAR NIGAM MEERUT (NNMEE) invite proposal from eligible Bidders, as per the terms and conditions described in this RFP document, with requisite financial, managerial and technical expertise and experience for "Selection of Operator for Establishment of Construction & Demolition Waste Processing Plant of 100 TPD capacity with Operation & Maintenance for 10 Years in MEERUT City" at the designated locations in MEERUT city within the MEERUT Municipal limits.

This document outlines the overall scope of the Project, sets out the basic requirements for the proposal and provides the evaluation criteria to be used for the selection process for finding out the Successful Bidder and for awarding the Project. The objectives of the RFP are to evaluate the Bidders Experience, Technical Expertise, Project Methodology, and Eligibility Criteria as mentioned in its Schedules and Annexures along with the financial capability of the Bidder and to select the Successful Bidder for executing the work of "Selection of Operator for Establishment of Construction & Demolition Waste Processing Plant of 100 TPD capacity with Operation & Maintenance for 10 Years in MEERUT City".

General Instructions

The Bid document can be downloaded from the official website <https://etender.up.nic.in/> by paying non-refundable Bidding Document Fee of an amount of Rs. 11800/- including GST. The Bidder shall not temper/modify the tender form in any manner downloaded from the website. In case, if the same is found to be tempered/ modified in any manner, the tender will be completely rejected and the Bid document fee shall be forfeited and the Bidder shall be debarred for a period of at least 2 Year from doing business with NNMEE.

Private Limited Company, LLPs, Partnership firms, Proprietorship Firms, Trusts, NGOs, Non-Profit Organizations, Societies, registered under their respective Laws/Acts can participate in the bidding. Joint Venture/Consortium is not allowed to participate.

The Bidders shall have to submit their Bids (both Technical and Financial) on line on <https://etender.up.nic.in/> and upload the relevant documents forms as per RFP document, within the timeline specified for the same in the RFP.

Bidders shall not be required to submit their Technical Bid documents in hard copy format. However, for the purpose of examination and review at any stage of the Project, the NNMEE reserves the right to summon the original or truly certified copy of any document submitted by any Bidder in its Bid.

A Project specific Bid Securing Declaration as per the format given at Annexure – 16 shall be submitted by the Bidder in its Technical Bid, to avail the participation rights in Bidding. Failure to submit the Project specific Bid Securing Declaration shall lead to rejection of bid outrightly.

The Authorized Signatory of the Bidders should have the necessary Portal enrolment with his/her own Digital Signature Certificate (DSC).

Bid(s) once submitted online can not be resubmitted or withdrawn. Conditional bids and the

bids not meeting the qualifying criteria on the date of receipt of bids shall be summarily rejected.

- 1.2.8. All correspondence with respect to this RFP shall be clearly marked on the top of envelope: "Selection of Operator for Establishment of Construction & Demolition Waste Processing Plant of 100 TPD capacity with Operation & Maintenance for 10 Years in MEERUT City" and shall be addressed to:

The Chief Engineer

NAGAR NIGAM MEERUT,

The Bidder must provide all the information as requested for in the RFP Document. NAGAR NIGAM MEERUT reserves the right to reject any offer that does not contain all the information requested thereof. Bids received without the prerequisite Bid Securing Declaration and tender cost proof shall not be accepted.

- 1.2.9. NAGAR NIGAM MEERUT shall not entertain any 'Post Submission Date communication' from any bidder with respect to the proposals. However, after the submission of the RFP document and other supporting documents by the Bidder, NAGAR NIGAM MEERUT reserves the right to call for clarifications from Bidders, if needed. The Bidders should furnish such requirements/information within such time as may be permitted by NAGAR NIGAM MEERUT.

The Bidder as a token of acceptance of all conditions, shall be required to sign with stamp on every page of its Bid containing the RFP Document including addendum/query (if any), other enclosures provided here with as Annexure and any other submissions by the Bidder.

Bidders should familiarize themselves with the procedures and time frames required for fulfilling all formalities described in this RFP. If the Bidder is bidding first time for e-tendering, then it is obligatory on the part of Bidder to fulfil all responsibilities such as registration, obtaining digital signature certificates etc. well in advance. NNMEE shall not be liable for any such condition in this regard.

All Bidders are required to ensure compliance with the information, all instructions, standards and codes mentioned in this RFP.

A draft of the Contract Agreement to be entered with NAGAR NIGAM MEERUT by the Successful Bidder for executing the Project is given along with this RFP Document. The RFP, Technical Bid, Financial Bid, and all subsequent communications with the Bidders shall be part of the Agreement. Contract Agreement will be executed by the Successful Bidder after issue of the Letter of Acceptance.

This document constitutes no form of commitment on the part of NAGAR NIGAM MEERUT, whether in respect of the bidding process or otherwise. Furthermore, this RFP document confers neither the right, nor the expectation on any Bidder to participate in the bidding process.

NAGAR NIGAM MEERUT reserves the right to reject any or all of the Bidders including the lowest bidder, if it considers necessary to do so, and or to withdraw from the bidding

Process or any part of the bidding process or to vary any of the terms at any time without giving any reason. Nothing contained herein shall confer any right upon any Bidder or any obligation upon NAGARNIGAM MEERUT.

Nothing in this RFP Document or in any communication issued by NAGAR NIGAM MEERUT or any of their advisors or officers or employees shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or any other party.

Bidders are advised to visit e-tendering website regularly for any clarifications and/or due date extensions or corrigendum. NNMEE shall accept no obligation in this behalf.

Bidders and/or Successful Bidder who are/is found to have made any misleading or false representations in the Bid including any statements, attachments, document, Performa & Annexure submitted as proof of the requirements, shall be disqualified.

2. PROJECT INTRODUCTION

Project Background:

Solid Waste Management, which includes management of Construction & Demolition (C&D) Waste, is one of the most challenging issues being faced by the rapidly developing country like India. C&D waste consists of waste that is generated during new construction, remodeling, renovation, repair and alteration of residential, commercial, government or institutional buildings, industrial, commercial facilities and demolition of buildings, roads, bridges, dams, tunnels, railways and airports. Often contain Concrete, Metals and plastics, Wood, Asphalt, Gypsum, and Salvaged building components such as doors, windows and fixtures, Masonry, bricks and other miscellaneous. C&D debris often contains bulky, heavy materials that include:

- i. Concrete, wood, and asphalt (from roads and roofing shingles)
- ii. Gypsum (the main component of dry wall)
- iii. Metal, bricks, glass and plastics
- iv. Salvaged building components, such as doors, windows and plumbing fixtures

While C&D waste streams are large in volume, they generally contain relatively inert material, which are of low risk for waste management. It is commonly understood that this waste can be considered a resource, either for reuse in its original form. Due to increasing waste production and public concerns about the environment, it is desirable to recycle shals from building demolition.

Scenario of C&D Waste Processing in India:

It is estimated that the construction industry in India generates about 10-12 million tons of C&D Waste annually. The presence of C&D Waste and other inert materials is significant (almost one third of total MSW on an average), but so far not much development has taken place for utilizing this in an organized manner. It constitutes about 20% of the municipal solid waste (excluding large construction projects). Projections for building material requirement of the housing sector indicate a shortage of aggregates to the extent of about 55,000 million cum. Additional 750 million cum aggregates would be required for achieving the targets of the road sector. Recycling of aggregate material from

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construction and demolition waste may reduce the demand-supply gap in both these sectors.

While retrievable items such as bricks, wood, metal, tiles are recycled, the concrete and masonry waste, accounting for more than 50% of the waste from construction and demolition activities, are not being currently recycled in India. Concrete and masonry waste can be recycled by sorting, crushing and sieving into recycled aggregate. This recycled aggregate can be used to make concrete for road construction and building material. Work on recycling of aggregates has been done at Central Building Research Institute (CBRI), Roorkee. The study report stresses the importance of recycling construction waste, creating awareness about the problem of waste management and the availability of technologies for recycling.

Environment and Social Impacts of Unmanaged C&D Waste:

To address the following problems of resource depletion, increasing demand for building materials, societal awareness on pollution effects (dust, pollution due to traffic congestion owing to roadside disposal) of C&D these rules were framed:

- i. Imposes strain on land fill needs;
- ii. Hazardous portion of waste, such as asbestos, could lead to potential harm to the environment and public health issues;
- iii. Illegal dumping affecting the bio-habitat of dump area and creates potential public health issues such as mosquito breeding;
- iv. Potential high value of recycled material not tapped and gets buried in land fills or illegal dumps leading to economic loss;
- v. Increasing quantity of C&D Waste leads to un-sustainable situation;
- vi. Reliance on mines and natural sources for building material leads to escalating price, un-sustainable supply and high transportation costs;

Objective of C&D waste management:

Following are the main objectives of C&D Waste Management:

- i. Maximize recovery of recyclable C&D material(s);
- ii. Maximize reuse of recovered material in construction activity;
- iii. Minimize waste quantity that requires land fill disposal;
- iv. Ensure the proper disposal of C&D materials that can not be recovered;
- v. Increase life of sanitary land fill site(s); and
- vi. Reduce in total costs of C&D waste management.

Outcomes of the Proposed Project

The proposed project shall ensure the scientific management of C&D waste as per C&D waste management rules-2016 and various directions given by honorable courts of law.

The proposed project shall ensure provision of total management of C&D waste produced in the city starting from its collection, transportation, processing & disposal and thus improve the existing MSW.

The project shall provide benefits by ensuring present diversion of C&D waste to municipal dump sites/Sanitary land fill sites of MEERUT, thus increasing life and space of dump sites/sanitary land fill sites to receive waste.

C&D waste if mixed with MSW hinders the effective processing and management of MSW and with the proposed project this could be avoided. Often, C&D waste is not properly disposed of and same enters the drainage system choking drains or reducing the carrying capacity of the drainage system in some places.

Unauthorized dumping of along roads or other public land can be avoided.

Major Sources of C&D waste in MEERUT:

Some of the major activities which generate C&D waste in MEERUT areas under:

- i. Demolition of existing, old dilapidated structures;
- ii. Renovation of existing buildings (residential or commercial);
- iii. Construction of new buildings (residential or commercial or hotel etc.);
- iv. Excavation/reconstruction of asphalt/concrete roads;
- v. Construction of new flyover bridges/under bridges/sub-ways etc.;and
- vi. Renovation/Installation of new water/telephone/internet/sewer pipe lines etc.

The Project (MEERUT)

NAGAR NIGAM MEERUT Authority will identify the land to set up Construction & Demolition waste recycling plant.

The project plant will be set up to scientifically manage C&D waste in MEERUT Municipal area. It encompasses the following:

- i. On-Call C&D waste Collection services within MEERUT MC Jurisdiction of claimed waste
- ii. Setting up and operating call center/helpline
- iii. Transportation of collected C&D waste to processing unit (Only claimed waste)
- iv. C &D Waste processing unit
- v. Setting up of decenter lies C&D Waste collection center at 8 location that is one center per circle.
- vi. Manufacturing, marketing and selling recyclable products.
- vii. Disposal of process rejects to secured land fill.

Project Structuring

The project has two broad components i.e. Physical infrastructure creation and Efficient Service Delivery. However, while designing the project scope adequate care has been

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taken so that the cost of service delivery without compromising the quality of service should be affordable.

3. SCOPE OF WORK

The Brief scope of work involves the “Selection of Operator for Establishment of Construction & Demolition Waste Processing Plant of 100 TPD capacity with Operation & Maintenance for 10 Years in MEERUT City” which means this is a Construction Project with all type Infrastructure and Construction Works (Civil, Electrical, Mechanical, Plumbing, Landscaping and beautification works).

Location: NNMEE will provide minimum Area of Land in Gawdi Dumpsite. NNMEE will handover the approximately 4 acres of land C&D waste site with in the Municipal limit. The right of the land will remain to NNMEE.

The scope of work intends to define the work activities as accurately as possible. However, the Bidder is encouraged to use innovation when developing its proposal and propose revisions or alternatives that are considered beneficial for the Project. NNMEE is seeking proposals for “Selection of Operator for Establishment of Construction & Demolition Waste Processing Plant of 100 TPD capacity with Operation & Maintenance for 10 Years in MEERUT City”. The Successful Bidder shall also be responsible for repair works during O&M Period after the successful completion of project. The Bidder with requisite financial, managerial, technical expertise of similar type of works. Further, the Bidder shall be solely liable to bear all the expenses on account of water, electricity bills, maintenance of electrical systems, etc. at all times during the Contract Period of the Project.

The Selected Bidder agrees that after the Contract Period, the whole of Project assets along with its structure (with its all components) shall be transferred to NNMEE, MEERUT.

All the components and sub-components in the smooth implementation, installation and operation of the Project shall be complied with the specified standards as per the indicative designs/ layouts defined herein in this RFP. The Selected Bidder shall ensure that all components of the project are installed/ executed correctly to be suitable, safe & durable and which can withstand rain, humidity, light and wind kinds of different climatic conditions in the MEERUT city.

Scope of work of Bidder

Collection and Transportation

The successful Bidder shall be responsible for the collection of only claimed C&D waste from the bulk and non-bulk C&D waste generators or from any other C&D waste collection point mentioned in this RFP/Contract and transportation to the C&D waste processing/ Recycling facility, as per the requests/complaints received by it on the Helpline Number established and maintained by the Successful Bidder itself or any other source, in accordance with the terms and conditions of the Contract. The Fee will be charged by successful Bidder for the claimed waste as decided by the NNMEE.

- 1) _____
- 2) _____
- 3) _____
- 4) _____

Treatment Process

The successful Bidder shall establish the required C&D waste processing/ Recycling facility at designated site along with site development works (s) such as Boundary wall, Drainage work, electricity etc. The successful Bidder shall be expected to use a combination of technologies that include crushing, screening and separation etc, that will maximize waste treatment and would ensure not more than of input waste is sent to the land fill. The rejects shall be disposed of by the successful bidder. The rejects shall be disposed off by the Operator at the designated site. The Selected Bidder shall be required to assess the quality and quantity of the C&D waste generated for arriving at the technology selection. The total system would be complaint with the applicable rules and guidelines, framed in India, for the purpose.

Treatment Facility

The work at the site can be divided into following broad categories:

A. Site Development

The broad scope of work to be carried out by the successful bidder under site development shall include Construction of site office, fencing wall, drainage, electricity (inside and outside the processing unit) etc.

B. Construct and Operation of C&D Waste Processing System

The successful Applicant shall be expected to use a combination of (mechanical processes) technologies/systems that includes crushing, screening, and separation which would maximize waste treatment and ensure minimum land filling. The successful Bidder will be required to look into the quality and quantity of the waste generated in the designated area for arriving at the technology selection. The total system would be complaint the applicable rules of the land and guidelines. The successful Bidder shall undertake crushing in such a manner that noise and dust pollution are controlled as per applicable environmental norms. The successful Applicant shall ensure that end product complies with the standards as specified inapplicable laws. Mixed C&D waste from different parts of the city and from various activities needs to be separated after crushing and screening. Jigging or manual separation can be employed for this purpose. The successful Bidder shall process the C&D waste, confirming to applicable laws in a noise/dust free environment. The successful Bidder shall also identify/use alternate methods in place of conventional treatment/processing method(s), required for processing a particular type of waste, so as to ensuring minimum land filling of waste. The successful Applicant shall identify and develop markets for recycled C&D waste products, independently.

C. Operation & Maintenance of infrastructure and equipment

The successful Bidder shall be responsible for construction, operation and maintenance of the C&D Waste plant and collection of C&D waste from the door step as per the information received of the control room and from decentralized correction points and firm will be responsible for the C&D waste free city and main road and

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residential area also firm will be maintenance of tipper trucks, mechanical lifting arrangement to transfer the waste from waste collection points into tipper truck, required infrastructure including Installation of computerized Weigh Bridge, treatment units [crushers and separators] etc. parking facilities.

Firm will be responsible for recycling collected C&D waste material and selling of same so that C&D waste plant will be free from the dumps.

D. Awareness Program

The successful Applicant shall undertake awareness Program in his/her jurisdiction, so as to ensuring that C&D waste being generated in his/her area is not being littered along the roadside or disposed of at existing MSW dumpsite(s).

Internal Performance Monitoring

The Operator shall propose Internal Performance Monitoring mechanism for effectiveness in project implementation covering all areas of service delivery including efficient redressal of complaints, and monitoring the performance of workforce etc., as per the directions of the departmental officers concerned

Procurement of all necessary approvals, sanctions, permits etc. required for commencing and implementing the Project within 15 days from the Commencement Date.

Successful Bidder shall be mobilizing all the required resources for the Project and complete the setting up of the C&D Waste Plant within 45 days from the Commencement Date.

Start construction within 15 days from the Commencement Date.

Construction from the concept stage to commissioning services including planning, execution, concrete mix designs, use of ready-mix concrete and any other required activities required for the Project.

Construction & Implementation of quality control & quality assurance from other statutory organization & technical compliances.

The land free of all encumbrances for the proposed project shall be provided by the NNMEB for the purpose of implementation of the project.

The above scope of work is in brief and the details explicitly not mentioned but required for completion of the project is to be executed by the Bidder. Bidder shall provide sufficient Covered built-up area with all the required Furniture and Fitments for the Site office of the Bidder, Site office with meeting Halls for Employer requirements at no extra cost to Employer. Bidder shall get the approvals from the Employer for the Site Office requirements with the drawings prior to start the Construction.

Authority shall provide land for setting up of 100 TPD Construction and Demolition Waste Processing Plant at MSW Site MEERUT.

All the necessary civil work related to erection and commissioning of equipment's (foundation etc.) and shade for the machineries including internal electrical works, panel and other allied works shall have to be done by the successful bidder.

Bidder will have to submit drawings and specifications of the Machinery with the technical proposal along with all related works to be carried out at site.

Further, Scope of work also includes the following:

- a. Successful Bidder shall be required to analyses the existing situation and site.
- b. After signing of Contract, the Successful Bidder has to submit the following drawings as per requirement at site:

- i. Survey drawings
 - ii. Site level Sheet along the full layout.
 - iii. Lab will be installed by the Operator at site for quality control
 - iv. Working Drawings (Civil/ Electrical/ Plumbing/Mechanical etc. as per requirement of site condition)
 - v. Technical Specifications and makes list of each item which are proposed to be installed at the site.
 - vi. Material testing reports to be done by the Operator from Government Engineering College/NABL or ISO/IEC 17025 certified lab while execution at his own cost.
 - vii. As-Built Drawing after Completion.
- c. No alterations or damage should be caused to the area. In case any damage is caused to Government assets/premises by the Operator without approval of NNMEE, the cost of same shall be recovered from the Operator by the NNMEE.
 - d. The Operator will make all arrangements on his own to execute the said work, at his own cost, as per the approval given by the NNMEE.
 - e. Standard test of the said work shall be carried out as Quality control measure.
 - f. The Operator shall submit a monthly progress report to NNMEE.
 - g. The Operator shall maintain a 24x7 helpline number to receive requests/complaints for the collection of C&D Waste, NNMEE shall have the right to integrate this helpline number with the existing ICCC MEERUT for monitoring purposes. Concessionaire must take responsibility to advertise the toll free helping number in print (leaflets, newspapers) and electronic media (local cable networks, internet).
 - h. The Operator should maintain the equipment needed for said work in a neat and good working condition during execution/ Contract Period in accordance with all applicable laws and ordinances.
 - i. The Successful bidder shall be responsible for compliance of all laws, acts and rules in relation to the environment and manpower deployed by them for the execution of the work and the NNMEE will have a right to be indemnified in respect of any consequence resulting from any breach or violation by the successful bidder of such rules and statutory obligations etc. and also compliance of the any change in future done by center or state government in environment and C&D waste rules 2016.
 - j. The Successful Bidder will be required to take preventive measure so that the buildings are not affected due to Project activities. Failure to do so will invite a penalty to the amount equivalent to restore the structure to the desired condition.
 - k. The Successful Bidder should have a dedicated team, consisting of both technical and commercial experts, of relevant experience related in the field of said work.
 - l. Further in case any waste in quantity or jurisdiction was increased then first right is of the Successful Bidder.

Governing Law

The Governing Laws, Regulations, Acts, Policies applicable to the project are including but not limited to the followings:

- i. Construction & Demolition waste management rules 2016 and 2025
- ii. Environmental Protection Act 1986: Governs the protection and improvement of environment.

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- iii. The Air (prevention and control of pollution) Act, 1981: Governs the protection and improvement of Air Quality.
- iv. The Water (Prevention and Control of Pollution) Act, 1974: Governs the protection and improvement of Water Quality.
- v. Indian Contract Act (1872): Governs the enforcement of commitments and promises made by the contracting parties in any legal agreement.
- vi. Indian Arbitration act (1996): Governs all the domestic arbitration, international commercial arbitration and enforcement of foreign arbitral awards.
- vii. Indian Labor laws: These include several individual such as Minimum Wage Act of 1948, Contract Labor Act of 1970 etc. as well as collective labor laws such as Trade Union Act of 1926 etc.
- viii. Forest (Conservation) Act, 1980: Act to prevent deforestation and preserve forests.
- ix. Weights & Measure Acts: Regulates the weights and measures of capacities.
- x. The Successful Bidder shall ensure the compliance of Government of India's all the latest guidelines available and applicable for C&D Waste Management.

Capacity of Plant and Processing Technology:

This plant is proposed to have a capacity to process 100 MT per day of C&D waste keeping in the view of future expansion need. The following processing technology is proposed for the processing of the C&D waste. However, the Operator shall be free to use any proven technology after getting approval from the Authority.

- i. Collected C&D waste will be first screened through a grizzly vibrating to remove loose soil and muck.
- ii. Oversized screened material will be collected in the hand sorting section where bricks and concrete are separated.
- iii. Segregated bigger size concrete boulders as well as mixed concrete will be broken with help of rock breaker. Further size reduction will be done with the help of processing machines (Jaw/impact crushers).
- iv. For the process a total set of machinery consisting of grizzly vibrator, vibro-screens, Evo Wash etc., that is capable of segregating sand from mixed C&D waste will be used.
- v. The final recycled products include Pre-Cast products like Kerb Stones, Paver Block, Square tiles, Sand, Soil etc.

C&D Waste Processing

C&D waste processing and recycling plants typically involved following steps, to have an idea of waste processing plant:

Receipt & Inspection of C&D Waste at the plant: Waste received at the processing facility will undergo inspection at the entrance. C&D waste is defining as solid waste resulting from construction, remodeling, repair, renovation or demolition of Structures or from land clearing activities or trenching or desilting activities. "Structures" for the purpose of this definition means building of all types (both residential and non-residential), utilities, infrastructure facilities and any other type of man-made structure. C&D Waste includes bricks, concrete, rubble and other masonry materials, soils, rock, land clearing debris etc. Provided however, C&D waste shall not include (even if they result from construction,

remodeling, repair, renovation or demolition of Structures or from land clearing activities) any hazardous wastes as defined under the Hazardous Waste Management and Disposal Rules, 1999. Thus, truck containing these materials will only be accepted at the facility and will proceed for Weighment.

Manual Segregation & Re-sizing: After Weighment, trucks will be brought to Waste Dumping area. The C&D waste will be dumped at the tipping floor. JCB would reach the incoming materials to rage area, and level the collected waste so that segregation would be convenient. Wood, steel, plastic and bituminous will be manually segregated and disposed through authorized recyclers to the designated land fill.

The remaining waste will be segregated into 4parts:

- Whole bricks which will be manually segregated and can be used internally or sold for re-use.
- Big concrete pieces.
- Mixed C&D.

All large sized Big concrete pieces & mixed C&D will be resized to 200 mm-400mm size by mechanical and manual means Processing The big concrete pieces will be fed into Jaw/Horizontal shaft Impactor. The output of Crusher will be deposited on to a main conveyor through feeders. The main conveyor shall discharge the C&D Waste to a manual inspection conveyor at elevated level. From the slow-moving inspection conveyor, all the unwanted objects shall be hand- picked at the manual separation station. These will be mostly large textile pieces, large twigs and wooden pieces, thermocole, consumer durables and dropped into the respective chutes for collection and dispatch. The output will be fed into the input of the screening section for wet processing. The +53 mm output will be returned to Crusher through return Conveyor and processed again.

Mixed C&D: The waste will be feed into crusher which will further go to the vibro screen. All the materials less than 10 mm would be screened and fed into the main conveyor for wet processing.

Wet Processing (Stage-II): The wet processing of the C&D waste with the wet washing system will be as under:-

- i. As described above, collected C&D waste will be first screened through Grizzly
- ii. Oversized screened material will be collected in the hand sorting section where bricks and concrete are separated.
- iii. Segregated bigger size concrete boulders as well as mixed concrete will be broken with help of rock breaker. Further size reduction will be done with the help of processing machines.
- iv. For the wet process a total set of machinery consisting of Jaw Crusher/ HSI, Vibro Screens, washing unit, Thickener etc., that is capable of segregating sand from mixed C&D waste will be used.
- v. Wet processing involves the following Steps:
 - a. Fines Recovery: This section employs the washing unit to produce material of sizes:
 - b. 3 mm to 10 mm aggregates
 - c. 75 microns to 3 mm, which is recovered sand and
 - d. Below 75-micron sized material, which is fine soil/silt (This may be then used for

brick making)

Plant Electrical Distribution : The electricity requirement for the project is approximately

215 KVA. The electricity connection will be the responsibility of Selected Bidder. A 250 KVA generator set will be used by the Operator as power back up, keeping in view the current power situation in the area. The approximate break down of power requirement at the project site is as under:

- Crushers – 110KVA.
- Wet Washing Plant – 90KVA.
- Casting and Administrative Areas – 15 KVA.

Equipment Foundations: The foundation design will take into considerations all the loads from the machine including dynamic loads as per the manufacturer's loading data. The design and construction will be done as per provisions laid down in IS:2974, IS:456 and IS:2911. The Grade of concrete for the complete foundation including the top deck shall be at least M-25 as per IS456. The HYSD reinforcement steel bars shall conform to IS:1786.

Detailed static and dynamic analysis shall be done for the equipment foundation. The static analysis shall include all the operating condition loads as well as abnormal loads. A fatigue factor of at least 2 shall be considered for all dynamic loads. The mass of the foundation block shall be not less than three times the mass of the machine.

Dynamic analysis shall be carried out to calculate the natural frequency and mode shapes and to evaluate the dynamic response of the foundations to the applied dynamic loads. Unbalance loads for the normal operating conditions as given by the manufacturer or VDI2060, whichever is more conservative, shall be used for calculating the dynamic response.

All necessary provisions by way of cut-outs, embedment, and foundation bolt assemblies shall be incorporated into the foundation block to meet the functional requirements.

Static Equipment Foundations: All the static equipment foundations shall be constructed with cast-in-situ reinforced concrete. All foundations shall be extended to a depth, which conforms to the allowable bearing pressure of the soil. The design of foundations will take into account all the loads from the equipment as per the equipment manufacturer's loading data. The design and construction will be done as per provisions laid down in Indian Standards. The grade of concrete shall be at least M-20. The HYSD reinforcement steel bars shall conform to IS:1786. The design of foundations shall be carried out by Limit State Method. All necessary provisions by way of cut-outs, embedment's, foundation bolts assemblies shall be incorporated into the foundation block to meet the functional requirements. The foundations will be isolated from building foundations and superstructures.

Buildings: All buildings will be designed and constructed as per applicable IS codes. Loads shall be calculated based on IS:875 and Earthquake loads shall be as per IS:1893. The analysis and design of structures shall be carried out by Limit state method and by using standard computer programs as per technical specifications and Indian Standard sand using reinforced concrete (Grade of concrete M-20) & HYSD reinforcement steel bars conforming to IS:1786. The buildings shall be designed to suit the climatic conditions of the region.

roofs of all the buildings shall be weatherproof and leak-proof under all conditions. Proper drainage arrangement will be made and these are connected to main storm water drains. All buildings shall be provided with suitable approach roads connecting to main plant roads. The buildings will be properly ventilated and illuminated to meet their functional requirements

Roads and Pavement: New roads proposed within the plant shall be double lane concrete roads. All the roads shall be designed to withstand the largest expected loads. The subgrade shall be compacted to the levels, falls, width sand cambers as per the grade requirements. Sub base will be laid on a prepared sub grade. Base and final road surfacing shall be of bitumen macadam. Paving areas shall be properly graded and compacted to required grade and slopes before providing the base layer. Reinforced concrete paving (gradeM15) shall be done in alternate panels.

Surface Drainage: All the paved and unpaved areas shall be adequately drained. The surface drainage system shall be designed for surface washings and/or rain/fire water as the case may be.

Plumbing and Sanitary System: Plumbing and sanitary system shall serve all toilers, showers, bathrooms, kitchens and laundry room. Wherever possible all discharge pipes shall be fully vented. The design, installation, testing and maintenance of all plumbing systems & sanitary appliances shall comply with latest Indian Standards. All urinals and water closets shall have flush valves. The minimum acceptable mounting height of a shower head shall be 1.8 m from the finished shower floor.

Water requirement: The approximate water requirement for the project is approximately 10KL per day. The consumption of water will be as follows:

- i. Wet process system– 7KL per day makeup water.
- ii. Administrative water requirement -3 KL per day.
- iii. A pit will be made by the Operator at the site for temporary storage of sludge/waste water, if any from the process.
- iv. The Operator will make suitable arrangements for transfer of the waste water, if any to the disposal site.
- v. 80% of the water is being consumed for operational purposes and dust mitigation including horticulture usages. Of this, the wet process system consumes 70% of the total water being utilized.
- vi. 20% of the water consumption is for administrative purposes and sprinklers.

NNMEE shall purchase the products manufactured by the Operator on priority basis. The products produced by the Operator from the processed C&D waste shall be sold to outside market. As per requirement NNMEE will buy at 50 percent of the scheduled rate of PWD. If the operator sold to the processed C&D waste to outside market, the 25 percent of royalty shall be paid on the selling rate to the department.

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Implementation of the Project

Land for establishment of the Project	To be provided by the NAGAR NIGAM MEERUT (approximate 4.0 Acres at gawdi dumpsite for plant establishment).
Project capital cost (Capex)	To be borne by NNMEE (as quoted by the Selected Bidder)
Operation, maintenance and Processing cost / Tipping Fees	Processing/Tipping fee fixed Rs. 350/- MT For Claimed Waste users(Private party & other department) and Not Applied for unclaimed waste No extra tipping fees shall be paid by NNMEE for processing of C&D waste.

C&D waste is divided into two categories (a) Claimed C&D Waste (b) Unclaimed C&D Waste

- (a) Claimed C&D Waste: - which is generated by identified generators or principal generators.
(b) Unclaimed C&D waste (legacy waste):- where the generator of C&D waste is difficult to be identified, for instance the C & D waste which is mainly found dumped across roadside or in other residential, non-residential and open areas within the NNMEE areas.

For collection and processing of claimed C&D waste, Operator will be responsible to collect the user charge/Tipping fees of Rupees 350/- per MT in first year of operation from the bulk generators or other departments. The charges and escalation will be fixed by NNMEE as per the rules notified for C&D Waste. Municipal Corporation will support the Operator for collection of user charge/Tipping fees. For the Implementation of this option the C&D Waste Generators shall inform Authority before starting of any construction work and Inform approximate quantity of C&D waste. This Processing fees/Tipping fees shall not be a part of the financial bid. No extra tipping fees shall be paid by NNMEE for processing of C&D waste.

If there is any unclaimed waste in the city, Municipality will inform to Operator for collection of such unclaimed C&D work and Inform approximate quantity of C&D waste. This Processing fees/Tipping Fees charges shall not be a part of the financial bid. No extra tipping fees shall be paid by NNMEE for processing of C&D waste.

If there is any unclaimed waste in the city, Municipality will inform to Operator for collection of such unclaimed C&D waste and charges shall be paid of fixed rate of Rs 350/- MT by the authority to operator .

In case NNMEE collects the C&D waste and transport it to the plant site by own means or vehicle then no tipping fees shall be paid to the operator . Mainly collection and transportation of unclaimed waste is on the part of NNMEE For which processing of waste will be free of cost.

Funding Structure

Capital cost of the project will be borne by NNMEE and suitable land for the project shall also be provided by NNMEE for Establishment of Construction & Demolition Waste Processing Plant.

Further, the Successful Bidder shall charge the collection fee/Tipping Fees from the C&D waste generators for the respective C&D waste collected from them and transported to the C&D waste processing/Recycling facility, including the penalties, as the case may be,(hereinafter referred to as the "Collection Fee"), as per the rates and charges notified by the MEERUT

Municipal Corporation, applicable at the time of such collection of C&D waste. No extra tipping fees shall be paid to bidder by NNMEE against processing of C&D waste.

General Terms and Conditions Contract

The Successful Bidder shall at its sole expense and risk carry out Survey, Design, for "Selection of Operator for Establishment of Construction & Demolition Waste Processing Plant of 100 TPD capacity with Operation & Maintenance for 10 Years in MEERUT City". The Successful Bidder/Operator shall have to implement at The Site, as per Annexure 9 approved survey report, in strict compliance with all applicable laws, rules, regulations, and environmental laws in connection with the services.

The Successful Bidder shall submit methodology to be adopted by it, survey drawing of the site, detailed drawings, plans, milestones, implementation mechanism and plans for review to NNMEE. After review, if, NAGAR NIGAM MEERUT is not satisfied and raises any objections, the Bidder/Operator shall be required to incorporate the suggestions and modifications within a reasonable time frame and resubmitted the revised plan once again for approval.

The engineers of NAGAR NIGAM MEERUT will have a complete access to inspect and check the materials to be used in the Project. All instructions issued in this regard will be complied in full and within the stipulated time given by the NNMEE.

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The Project Cost include all duties, taxes, royalty, cess, charges, and fees that may be levied in accordance with the laws and regulations in force, except Goods and Services Tax (GST). The amount of applicable GST will be paid separately to the Operator with each bill at the time of payment. The NNMEE shall not be liable for any duties, taxes (except GST)

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The Operator shall be liable for any defects during the Defect Liability Period as security to NNMEE. During this period any defects on account of design/layout/structure/ specifications for soil/ irrigation etc. shall be rectified by the Bidder at his own cost.

The Operator shall have to maintain proper site documents and share the same with the NNMEE as per CPWD Quality Assurance Manual such as Master Register Record, Site Order Record, Drawings Record, Daily Progress Record, NON-Conforming Item Record, Quality Audit Record, Hindrances Record, Safety Assurance Record, Labor Welfare Record, Measurement register at which shall be duly signed by the NNMEE, assigned from NNMEE Etc.

3.8 Payment Terms

Payment release schedule of Sanctioned amount of CAPEX

S.N.	Activity	CAPEX advance Release amount
1	At the time of submission of Machine details duly approved by the authority and placing the order	10 %
2	At the time of delivery of plant equipment/ machinery	30 %
3	Completion of all civil works and machine / equipment / deployment Commencement of trial runs	40 %
4	Completion of all tests and trial runs of plant including equipment/ machinery along with complete CTO and other needed authorization NOC.	10%
5	Successful operation of plant for minimum 30 days.	10%

Post commencement of plant operations the bidder will receive monthly O&M payments against the actual quantity of waste received at the plant. In no condition the payment shall exceed more than 120% of the established processing capacity. The concessionaire has the right to reject waste received at the plant over and above 120% of the designated capacity of the plant. The authority will target to complete the bill payment within 14 days of receiving the invoice. However, in case of any delay on authorities' part on verification beyond 14 days. Complete payment shall be released immediately after verification by the Authority. The ULB or NNMEE at their own cost, may conduct third party assessment of services rendered under the project and conduct of the agency during the project period.

The agency shall may be informed as when require. The ULB/ NNMEE may take action on the basis of the findings of third-party assessments. The third-party assessments may be done on quarterly/half-yearly/annually basis or as when felt necessary by the ULB, NNMEE. However, on further delay beyond 7 days on part of authority this 85% shall also be released and if any discrepancies found by the authority during monitoring the penalties may be deducted from future bills (but the same is not valid beyond 90 days' timeperiod).

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3.9 Eligibility Criteria

- A. Only those Bidders who meet the following Eligibility Criteria are allowed for the participating in the Tender:

The Bidder can be a Private Limited Company, LLPs, Partnership firms, Proprietorship Firms, Trusts, NGOs, Non-Profit Organizations and Societies registered under their respective Laws/Acts made. Bidder should submit information confirming the above as per the format given in Annexure 2.

The Bidder should be legally competent to enter into contract as per prevailing laws.

The Bidder must have registration certificate(s) and other applicable documents such as PAN, GST etc., and any other statutory requirements to operate in Uttar Pradesh.

The Bidder should have EPF Account Number as per prevailing rules.

The Bidder should not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies and the Bidder should submit an affidavit confirming the same as given in Annexure 8.

- B. Further, in order to be qualified, the Bidder must meet both the Technical Eligibility Criteria and the Financial Eligibility Criteria as detailed below:

i. Technical Criteria

- (a) The Bidder should have at least 03 years satisfactory experience in their own name should have satisfactorily executing the work of similar nature in Semi Govt. / Govt Organizations in India. during last 10 (Ten) years ending last day of month previous to the one in which bids are invited as a prime Operator.

One similar work of value not less than 80% of the estimated package value

or

Two similar works of value not less than 50% of the estimated package value of each

or

Three similar works of value not less than 40% of the estimated package value of each. The bidder shall provide completion certificate to substantiate the enceedence from client.

“Similar Work” shall mean the Design and Construction of Construction & Demolition Waste Processing Plant.

- (b) The Bidder should demonstrate through submission of experience certificates for collective Experience of handling the following disciplines of work in the above contracts.
- (c) Declaration of cash in hand certificate given by the bank atleast 30% of project cost

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ii. Financial Criteria

- (a) The Average Annual Financial Turnover for last 3 financial years shall be at least Rs. 2.75 crore. The Bidder should submit the Average Annual Turnover of last three financial years duly certified by a Chartered Accountant as per format in Annexure 4 of this RFP.
- (b) The Bidder should have audited profit and loss statement and balance sheets of at least last Three (3) financial years. The Bidder should have positive net worth in the last audited financial year statement.
- (c) All financial documents in respect of eligibility criteria or otherwise mentioned in the RFP should be issued/ duly audited by a practicing Chartered Accountant/Statutory Auditor.
- (d) In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall provide an undertaking to this effect and the statutory auditor / CA shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

Note: Bidder must fill in the details in format given at Annexure-4 and the same shall be certified by the Chartered Accountant on its letterhead also fulfilling the requirements of ICAI regarding Unique Document Identification Number (UDIN). For more information visit <https://udin.icai.org/>

Pre-Qualification Criteria:

S.No	Description	Max Marks		
	Part-A Evaluation of Previous Year Experience	70 Marks		
	Experience	Qty in TPD	Marks	
1	The bidder should have at least 03 years satisfactory experience in C&D waste management on his/her name as Main Operator in Semi Government/ Government organizations in India during the last 10 (Ten) years in which bids are invited.	80 TPD-120TPD	5	15
		120TPD-160 TPD	10	
		Above 160 TPD	15	
2	The bidder should have at least 03 years satisfactory experience in C&D waste management on his/her name as Main Operator in Semi Government/Government organizations in India during the last 10 (Ten) years in which bids are invited.	Project value 4.5Cr-6.75Cr	5	15
		Project value 6.75Cr-9Cr	10	
		Project value More Than 9 Cr	15	
3	Number of years of operation in management of C&D waste (to be counted from the date of first work order)	3 to 5 Years	5	10
		More than 5 Years	10	
4	The bidder should have minimum average annual turnover	Rs 2.75 Cr-5.51 Cr	5	10
		Above 5.51 cr	10	
5	Average annual Revenue earned from Sale of products made from processing of C&D waste in the last 3 years	Rs 50-75 Lacs	5	10
		Above Rs75	10	

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		Lacs	
6	The bidder is having ISO 9001:15001	5	10
	ISO 9001:15001 & ISO 14001:2015	7.5	
	ISO 9001:15001 & ISO 14001:2015 & ISO 45001:2018	10	
7	Part-B Evaluation of Detailed Proposed Methodology by the Bidder for the execution of the Project		30 Marks
a	Technical profile of the company with Technical Staff (CV) having experience of C&D Waste Processing	5	30
b	Appreciation and Understanding of the Scope of Work - Plant architecture and design details (proposed), including equipment specification	5	
c	Proposed methodology of bidder for undertaking the assignment Work Plan Manpower Schedule	5	
d	Innovative plant design and technology (Novel approach)	5	
e	Monitoring and Execution plan	5	
f	Market development plan for C&D waste output products and process inerts including sale of recyclables	5	

The Bidder will be technically qualifying if they will score 60 marks as per above and further it will be evaluated as per point Stage-3 of evaluation below. Bidder will declare as successful bidder who will score maximum score as per point Stage-3 of evaluation of rule of eligibility criteria.

iii. Other Criteria

- (a) The Bidders should submit their approach and methodology for undertaking the Project including their views on the Project milestones and timelines.
- (b) The Bidder shall submit a Power of Attorney as per the format provided at Annexure 7, authorizing the signatory of the Bid to commit the Bidder along with Board Resolution passed for Authorized signatory (in case the Bidder is Private Limited or Limited Liability Partnership).
- (c) No proposal shall be allowed to modify or withdrawn after submission.
- (d) Proposed Approach & Methodology for the execution of the Project and Internal Monitoring of the Project implementation. This may Include:
 - 1 The Bidders understands of the Project.
 - 2 Proposed approach & methodology for implementing the Project covering all component of project such as Collection and Transportation of C&D Waste, Design, construction and management of C&D Waste Processing Facility
 - 3 Technology to be adopted, its benefits and superiority
 - 4 Protection of health & environment
 - 5 Schedule of implementation of the Project.
 - 6 Plan of Marketing of product/tie ups if any for sustainability of the Project.
 - 7 Details of key manpower resources to be deployed by the Operator.

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- Mechanism of supervision & control, monitoring the delivery of service, resolution of public complaints, etc.

Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and Eighty) days from the Bid Due Date. The validity of Bids may be extended with the mutual consent of the respective Bidders and NNMEE.

Rejection of Bids

NNMEE reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for NNMEE to accept any Bid or to give any reasons for their decision.

NNMEE reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reason.

Bids without Tender fee & EMD will be rejected summarily and will not be evaluated further.

Special Conditions of Contract

Please refer Annexure- 17 for Special Conditions of Contract

4. EXECUTION OF WORK

Transfer of Project Work

During the Contract Period, the Successful Bidder/Operator shall not transfer, assign or any portion thereof permanently or temporarily to anybody else unless approved by NNMEE and shall not be allowed to take any person to share the project or to use any part thereof without prior approval of the NNMEE.

All the equipment installed under this Contract shall be the assets of NNMEE exclusively.

Time Allowed for Project Execution

The Successful Bidder shall submit its plan/ time line and preliminary schedules to NNMEE within 7 (seven) days from the date of receipt of LOA.

The Successful Bidder shall submit methodology to be adopted by it, detailed drawings, plans, milestones, implementation mechanism for review to NNMEE. After review, if, NAGAR NIGAM MEERUT is not satisfied and raises any objections, the Bidder/Operator shall be required to incorporate the suggestions and modifications within a reasonable time frame and resubmitted the revised plan once again for approval.

Operator shall complete the work within 180 Days from the date of signing of the Contract Agreement. Any extension of time schedule will be at the discretion of NNMEE.

The Operator shall not be allowed to appoint any sub-Operator (the "Sub-Operator"), without the prior written approval of the Authority. Replacement of an appointed Sub- Operator shall also require the written approval of the Authority. Provided that the sub- contracting of more than 20% (twenty percent) of the Works is not allowed under any circumstances.

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Safety and Security Measures

The Successful Bidder/ Operator shall be solely responsible and liable, at his own cost, its entire components up to Contract Period. The Operator shall also carry out rectification of defects in the design or construction of any component of the works at its own cost up to Contract Period.

The Successful Bidder/ Operator shall also be responsible at its cost, for procurement transport, receiving, unloading and safe keeping of all the components of Materials and other things required for the execution of Works.

Penalty

S.No	Default	Penalty
1	Delay in attending the compliant regarding non removal of malba beyond 24 hrs of its receiving	Rs 2000/- per day default upto 15 days If default persists for more than 15 days, termination proceedings shall be initiated and malba will be removed on risk and cost of the concessionaire till the final order of termination and the plant will be at the absolute disposal of MNN
2	C&D waste accumulated to the extent such that it hinders in the normal functioning of the roads	A lumpsum of INR 50,000 day shall be charged additionally with 5% increase every year in addition to the expense incurred in removing the accumulated C&D waste from third party
3	Non-placement of containers at designated sites	INR 1000.00 per day for each such default
4	Non- installation of CCTV cameras at designated sites	INR 1000.00 per day for each such default
5	Delay in installation of C&D waste processing plant for the reasons within control of concessionaire	INR 10,000.00 per day for each such default
6	If the residual inert are more than 10% of the total C&D waste	a penalty of Rs. 2000 per MT on each more ton residual inert,
7	Violation of C&D Rules and Environmental norms	Rs. 2000 per incidence in addition to action taken by concern agencies.
8	Non-Compliance of instructions given by competent authorities & ULB regarding proper operation of the plant	Rs. 1000 per default per day in addition to action taken by concern agencies.
9	Penalty for failure to provide uniform, Hand Gloves, face mask, safety shoes,	Rs.500/- per day per staff
10	Penalty for failure to providing plastic/ tarpaulin cover Machinery/Vehicle.	Rs. 500/- per dumper/tempo trip such
11	Penalty for not clearing backlog of debris within 24 hrs.	Rs. 200/- per day/spot
12	Penalty for not clearing backlog of debris within 48 hrs.	Rs. 1000/- per day/spot

Alteration and Renovations

The Operator will be allowed to carry out alterations or renovations only after taking prior written approval from NNMEE.

NNMEE reserves the right to ask for and review the renovation plan/ drawings before providing consent.

The Operator will be responsible for the costs of removing debris from the premises during the process of alteration.

Any damage to the property of NNMEE during the course of renovation shall be borne by the

Handwritten signature

Operator.

Operation and Maintenance Period

The Successful Bidder/ Operator shall be solely responsible and liable, at his own cost, for all maintenance, upkeep and repairs of the project and its entire components up to Contract Period. The Operator shall also carry out rectification of defects in the design or construction of any component of the works at its own cost up to Contract Period i.e. up to the period of 10 year after successful implementation of the work. The Successful Bidder/ Operator shall also be responsible at its cost, for procurement, transport, receiving, unloading and safe keeping of all the components of the project and other things required for the execution of various works or installation of each item of this project.

The Operator shall ensure to have the at least the following vehicles/machinery all the times during the O&M Period, for the purpose of C&D Waste Collection and Transportation under the terms and provisions of this Contract:

S. No.	Type of Machinery/Vehicle	Machinery/Vehicle Capacity	Units
1.	JCB	-	1
2	Tractor with Hydraulic Trolley	4 Cubic Meters	1
3	Hydraulic Tippers	8 Cubic Meters	2

5. TENDERING PROCEDURE AND SCHEDULE

Pre-Bid Meeting

Any prospective Bidder may raise his queries and/or seek clarifications in writing before or during the pre-bid meeting. Details of venue, mode, date and time would be mentioned in the Bid Data Sheet. In this regard, the interested Bidders, who choose to attend, can get themselves registered through email on nnmee@nic.in up to 24 hours prior to

the time scheduled for the Pre-Bid Meeting, to obtain the link and other details for joining the Pre-Bid Meeting through Video Conferencing. The interested Bidders may join the Pre-Bid Meeting through Video Conferencing for resolving their queries/clarifications, if any, on the RFP or any other Bid Document. Any change in the schedule of pre-bid meeting would be communicated on the website only, and intimation to bidders would not be given separately.

The purpose of such meeting is to clarify issues and answer questions on any matter that may be raised at that stage. The NNMEE may, at his option, give such clarifications as are felt necessary. The response to queries will be uploaded on <https://etender.up.nic.in/> website.

Any queries concerning this RFP shall be submitted in writing by e-mail to the officer designated below. The envelopes/ communication shall clearly bear the following identification/ title: "Queries for: Selection of Operator for Establishment of Construction & Demolition Waste Processing Plant of 100 TPD capacity with Operation & Maintenance for 10 Years in MEERUT City".

5.1.4 Bidders are advised to be specific and post clause wise queries in an unambiguous manner. NNMEE reserves the right not to respond to vague and frivolous queries. Queries shall be neatly typed/ written as per the following format:

Name and contact detail of company-				
SL #	RFP Section and sub-section	Page No	Clause/ Content in the RFP	Clarification sought from bidder

Amendment of RFP

At any time, prior the deadline for submission of bids, NNMEE may, for any reason, whether

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at its own initiative or in response to clarifications requested by a Bidder, modify the RFP through the issuance of Addenda/corrigendum.

The addenda/ modified Bidding Documents (if any) shall be uploaded on <https://etender.up.nic.in/>. It will be the responsibility of the Bidders to visit the portal on a regular basis to check for updates on this Project and the Bidding Process. NNMEE shall not entertain any complaint/ grievance from any Bidder regarding the non-receipt of the addenda/ modified Bidding Documents.

All prospective Bidders may note that all future communication w.r.t. this RFP including addendum/corrigendum etc., if any, will be placed only on the website <https://etender.up.nic.in/>.

In order to give the Bidders reasonable time, for taking an addendum /corrigendum into account, or for any other reason, NNMEE may, at its discretion, extend the Proposal Due Dates.

Preparation and Submission of Proposal

The Bidders shall have to prepare and submit their Bids (both Technical and Financial) online on <https://etender.up.nic.in/> and upload the relevant documents forms as per RFP document. Bidders shall not be required to submit their Technical Bid documents in hard copy format. However, for the purpose of examination and review at any stage of the Project, the NNMEE reserves the right to summon the original or truly certified copy of any document submitted by any Bidder in its Bid.

A. Technical Proposal

Technical Proposal shall comprise of formats and requirements given in the RFP. All the documents / information enclosed with the Technical Proposals should be self-attested and certified by the Bidder. The Bidder will be suspended for participation in the tendering process for the works of NAGAR NIGAM MEERUT and works under other Centrally sponsored schemes, for a period of one year from the bid due date of this work, if any document / information is found to be false/fake/untrue before and after acceptance of Bid.

B. Financial Bid Proposal (Online Only)

- a) The Bidder shall have to quote rates in the financial bid format item wise.
- b) Financial Bid format is uploaded in Excel format
- c) If any difference in figures and words found, lower of the two shall be taken as valid and correct.
- d) The Bidder shall have to quote rates inclusive of all duties, royalties, levies and taxes except Goods and Services Tax (GST). The amount of applicable GST will be paid separately to the Operator with each bill at the time of payment. The NNMEE shall not be liable for any duties, taxes (except GST), royalties and levies.
- e) Financial Bid in Hard copy will not be accepted, Bidder shall submit their quoted amount online only.
- f) If any Bidder submits Financial Bid/financial offer in offline/hardcopy format, their Bid shall be rejected.

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- g) Bidders are requested to check final figure. NNMEE is not responsible for errors in the financial bid.
 - h) Any space left blank in the bidding sheet, then it will be considered as zero "0".

For online submission, the Bidders have to prepare their bids online, encrypt their data in the Bid Forms and submit Bid Seals (Hashes) of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the RFP after signing of the same by the Digital Signature of their authorized representative.

Bidders shall furnish the information strictly as per the formats given in Annexures of this RFP, without any ambiguity. NNMEE shall not be held responsible if any Bidder fails to provide the information in the prescribed formats resulting in lack of clarity in interpretation and consequential disqualification. All proposals/Bids/offers shall be numbered, signed & stamped on each Page by the duly 'Authorised Signatory' of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialed.

The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid and Bid shall contain page numbers. Bids submitted by fax, telex, telegram or e-mail shall be rejected outrightly.

Any bidder, who submits or participates in more than one Proposal for the aforesaid said Project shall be disqualified.

Bid Securing Declaration

The bidder has to sign a project specific Bid Securing Declaration accepting that if the bidder withdraw or modify its bid during the period of validity i.e. not less than 180 (one hundred eighty) days from the bid due date or if the bidder is awarded the contract and fail to sign the contract or to submit a performance security before the deadline defined in the request for bid documents, the bidder will be suspended for participation in the tendering process for the works of NAGAR NIGAM MEERUT and works under other Centrally sponsored schemes, for a period of one year from the bid due date of this work.

All proposals submitted in response to the Request for Proposal Document shall be accompanied by a Bid Securing Declaration as per the format given Annexure 16 along with its Technical Bid.

Any Bid not accompanied with an acceptable Bid Securing Declaration shall be rejected as non-responsive.

Language and Currency of the Bids

The Proposal and all related correspondence and documents shall be written in English language only.

If any supporting documents attached to the Bid is in any other language, the same will be supported by an English translation and in case of any ambiguity the English translation shall prevail.

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The currency for the purpose of the proposal shall be the Indian National Rupee.

Sealing and Marking of Proposals

The Proposals shall be sealed, marked and submitted as explained below:

Envelope - 1 for Bid Securing Declaration (online):

Proof of payment of document fee and the Bid Securing Declaration of the prescribed amount shall be placed in Envelope - 1 duly marked as 'Bid Securing Declaration'.

Envelope - 2 for Technical Bid (Online):

The Qualification documents i.e. technical details of projects & eligibility criteria (organization details, project detail sheets outlining previous experience of the firm, certificate of Financial capability and certified Audited Financials Reports for the last three years, GST registration number, Income Tax registration etc. as required for technical evaluation specified herein this RFP) shall be uploaded, duly marked as "TECHNICAL BID". The Technical Bid should comprise of the following documents: -

Annexure 1: Letter of Proposal and Interest

Annexure 2: General Information of the Bidder

Annexure 3: Format for Technical Criteria of Bidder.

Annexure 4: Format for Financial Capability of Bidder

Annexure 5: Undertaking for Manpower deployment

Annexure 6: FORMAT FOR FINANCIAL PROPOSAL

Annexure 7: Format for Power of Attorney for Signing of Proposal.

Annexure 8: Affidavit certifying that the Bidder is not blacklisted/ debarred.

Annexure 9: THE PROJECT SITE

Annexure 10: Undertaking on its letter head regarding compliance with the Code of Integrity and No Conflict of Interest.

Annexure 11: Declaration by Bidder regarding Qualification

Annexure 12: FORMAT FOR PERFORMANCE BANK GUARANTEE

Annexure 13: FORMAT OF FINANCIAL BID

Annexure 14: CONTRACT AGREEMENT

Annexure 15 : TECHNICAL SPECIFICATION

Annexure 16 : BID SECURING DECLARATION

Annexure 17 : SPECIAL CONDITIONS OF CONTRACT

Envelope - 3 for Financial Bid (Online Only):

The financial offer shall be submitted online only at <https://ctender.up.nic.in/> in prescribed financial bid format which has been uploaded on portal. The Bidders shall quote for the entire scope of Project on an "overall responsibility" basis such that the total Bid Price Covers Bidder's all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.

- 5.6.4 Any Proposal received by NNME after the due date and time as defined in the RFP, will be liable for rejection.

Modification and Withdrawal of Proposals

No Proposal shall be modified or withdrawn by the Bidder after the Proposal Due Date.

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Opening of Bids

The Technical bids received shall be opened by NNMEE, at the time and date notified in the RFP, in the presence of the Bidders or their nominees, who choose to attend, unless intimated otherwise. The date for opening of Financial Bids shall be intimated at later stage to the technically qualified bidders only. NNMEE reserves the right to reject any Proposal, if:

- i. It is not signed, sealed and marked as stipulated here in.
- ii. The information and documents have not been submitted as requested and in the formats Specified in the RFP.
- iii. There are inconsistencies between the Proposal and the supporting documents.
- iv. There are conditions proposed with the Proposals.
- v. It provides the information with material deviations, which may affect the scope or performance of the Project.

A material deviation or reservation is one:

- i. which affects in any substantial way, the scope, quality, or performance of the Project, or
- ii. which limits in any substantial way, inconsistent with the RFP document, NNMEE's rights or the Bidder's obligations, or
- iii. which would affect unfairly the competitive position of other Bidders' presenting substantially responsive bids.

Evaluation of Proposals/ Bids

The evaluation will be done in two stages as explained below:

Stage-1 of evaluation: Envelop-1 containing "Bid Securing Declaration" will be opened. If the Bid Securing Declaration is not submitted or not considered proper as per the RFP, then no further processing will be done, and the proposals of the Bidder shall be rejected.

Stage-2 of evaluation: Envelope-2 (Technical Bid) containing the Qualification documents, eligibility criteria and Technical details of projects will be opened. If, the proposal not meeting the prescribed Eligibility Criteria, it does not contain all requisite documents as per RFP or in case of any other discrepancy, the same shall be rejected outright. All bidders, after passing the Stage 1 & 2 of evaluation as above shall be treated as qualified for financial bid opening i.e. stage 3 of evaluation.

As a first step towards evaluation of Technical BIDs, the NNMEE shall determine whether each Technical BID is responsive to the requirements of this RFP. A Technical BID shall be considered responsive only if:

- (a) Technical BID is received online as per the formats including but not limited to the following:
 - I. Annexure 1: Letter of Proposal and Interest
 - II. Annexure 2: General Information of the Bidder
 - III. Annexure 3: Format for Technical Criteria of Bidder.
 - IV. Annexure 4: Format for Financial Capability of Bidder
 - V. Annexure 5: Undertaking for Manpower deployment
 - VI. Annexure 6: FORMAT FOR FINANCIAL PROPOSAL
 - VII. Annexure 7: Format for Power of Attorney for Signing of Proposal.
 - VIII. Annexure 8: Affidavit certifying that the Bidder is not blacklisted/ debarred.
 - IX. Annexure 9: THE PROJECT SITE
 - X. Annexure 10: Undertaking on its letter head regarding compliance with the Code of Integrity and No Conflict of Interest.
 - XI. Annexure 11: Declaration by Bidder regarding Qualification

XII.	Annexure 12: FORMAT FOR PERFORMANCE BANK GUARANTEE
XIII.	Annexure 13: FORMAT OF FINANCIAL BID
XIV.	Annexure 14: CONTRACT AGREEMENT
XV.	Annexure 15 : TECHNICAL SPECIFICATION
XVI.	Annexure 16 : BID SECURING DECLARATION
XVII.	Annexure 17 : SPECIAL CONDITIONS OF CONTRACT

- (b) Technical Bid is accompanied by the Bid Securing Declaration as specified in Clause 5.4 of the RFP.
- (c) Technical Bid is accompanied by the Bid Documents Cost as specified in the RFP.
- (d) Technical Bid contains all the information (complete in all respects); and
- (e) Technical Bid does not contain any condition or qualification;

Stage-3 of evaluation: Online financial Bid of only those Bidders who have passed Stage- 1 & Stage- 2 shall be opened on the scheduled date & time as prescribed by NNMEE in presence of all the Bidders or their nominees. The Bidders will be selected as per QCBS(Technical 30%+Financial 70%) Basis as described table below

Financial Bid will not be opened until evaluation of technical qualification bid has been completed and the result approved by the competent authority. The Financial Bid shall be opened online. Technical Score will be calculated as $TS = LTB * 100 / TBU$, where TS is Technical Score, LTB is Lowest technical marks obtained & TBU is technical bid under consideration. Financial Score will be calculated as $FS = LFB * 100 / FBU$, where FS is Financial Score, LFB is Lowest Financial Quoted & FBU is Financial bid under consideration. Composite score of both Technical and Financial bids will be calculated as $CS = TS \times 0.30 + (FS \times 0.70)$ where CS is composite score. Bidder with Highest CS will be selected as Highest Bidder and will be selected for current Bid.

If the Bid of the Successful Bidder is seriously unbalanced by more than or less than 15% in relation to the NNMEE's estimate of the cost of work to be performed under the Contract, NNMEE may require the Successful Bidder to produce plan of action along with the detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. In case NNMEE is not satisfied with the plan of action along with the detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed, NNMEE shall have right to reject the Bid and re-issue to tender. Further, the Bidder will be suspended for participation in the tending process for the works of NAGAR NIGAM MEERUT and works under other Centrally sponsored schemes, for a period of one year from the bid due date of this work.

Any action on the part of the Bidder to revise the price(s) and/ or change the structure of price(s) at his own after the opening of the Bid may result in rejection of the Bid and Bidder will be suspended for participation in the tending process for the works of NAGAR NIGAM MEERUT and works under other Centrally sponsored schemes, for a period of one year from the bid due date of this work.

NNMEE would have the right to review the Proposals and seek clarifications where necessary after giving due notice. The response from the Bidder(s) shall only be in writing but no change in the substance of the Proposal would be permitted. It is clarified that Bidders are free to make suggestions but are not allowed to submit any conditional Bid as specified earlier.

NNMEE reserves the right to reject any bid if it is of the opinion that the Bidder lacks the expertise, experience and is not in possession of requisite infrastructure required for the purpose

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of the Project. The discretion of MC, NNMEE in this respect shall be final and binding on all bidders.

Any rebate/ discount linked with quality, term of payment or any other condition shall not be considered for the purpose of evaluation of proposal.

Any attempt by a Bidder to influence in the evaluation of bids, or contract award decisions may result in the rejection of its proposal.

NNMEE also reserves the right to accept or reject any Bid, and to cancel the Bidding process and rejects all Bids, at any time prior to the 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 the NNMEE's action.

Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process. NNMEE will treat all information submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. NNMEE will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure or due to statutory compliances.

Acceptance of the Offer/Award of Contract

NNMEE shall issue Letter of Acceptance (LoA) to the Selected Bidder for the Project.

The Selected Bidder shall be required to send his unconditional acceptance of LoA within 7 (Seven) days from the date of its issue of LOA along with Plans, Specifications and preliminary schedules with timeline.

After the acceptance of LoA, authorized representative of the Successful Bidder shall be required to submit the Performance Bank Guarantee and additional security (if any) and to execute the Contract Agreement within 7 (seven) days of acceptance of the LOA. NNMEE shall retain the right to withdraw the LoA in the event of the Selected Bidder's failure to accept the LoA and/ or to submit the PBG and additional security (if any) and/ or to sign the Contract Agreement within the time limit specified in the above clauses.

In the event NNMEE exercise its rights as stated above, NNMEE shall also suspend the Bidder from participating in the tendering process for the works of NAGAR NIGAM MEERUT and works under other Centrally sponsored schemes, for a period of one year from the bid due date of this work.

Performance Security

Prior to signing of Contract, The successful Bidder shall deliver to the Employer a Performance security in any of the forms given below for an amount equivalent to 10% of the Contract Value plus additional security for unbalanced Bids in accordance with clause 5.9.4 above: The Balance security shall be deducted from the running bills @9% and the cumulative amount of security so deducted shall be equal to 10% of contract value".

In case, the Performance security and additional security (if any) is not furnished by the Successful Bidder during the 15 (Fifteen) days' time period, then the same shall constitute sufficient grounds for cancellation of the award and suspend the Bidder from participating in the tendering process

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_____ for the works of NAGAR NIGAM MEERUT and works under other Centrally sponsored schemes, _____ for a period of one year from the bid due date of this work.

The Performance Security and additional security (if any) may also be encased at the sole discretion of NNMEE towards any damages/ penalty that may be payable by the selected Bidder due to default or breach of its obligations, and/or against termination eventualities attributed to the selected Bidder, under the terms of the Contract Agreement.

Termination of Contract

If the Operator fails to carry out any obligation under the Contract, the NNMEE may by notice require the Operator to make good the failure and to remedy it within a specified reasonable time.

The MC, NNMEE on behalf of the NNMEE shall be entitled to terminate the Contract if the Operator:

- a) Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract.
- b) The Contract or is declared as bankrupt or goes in to liquidation other than for approved reconstruction or amalgamation.
- c) Without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time.
- d) The Operator does not maintain a valid instrument of financial Security, as prescribed.
- e) The Operator has delayed the completion of the Works by such duration for which the maximum amount of penalty/damages is recoverable.
- f) If the Operator fails to deploy machinery and equipment or personnel or setup a field laboratory as specified in the RFP or desired by the NNMEE.
- g) If the Operator, in judgmental of the NNMEE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- h) Any other fund a mental breaches as specified in the RFP.

In any of these events or circumstances, the MC, NNMEE may, upon giving 14 days' notice to the Operator, terminate the Contract and expel the Operator from the site. However, in the case of sub paragraph (b) or (g) of above, the MC, NNMEE may terminate the Contract immediately.

Notwithstanding the above, the MC, NNMEE may terminate the Contract for convenience by giving notice to the Operator.

Payment upon Termination:

- a) If the Contract is terminated as stated above, the MC, NNMEE shall issue a certificate for value of the work accepted on final measurements, less advance payments, taxes due to be deducted, penalty as indicated in the RFP and 5% of the contract value towards additional compensation for the breach of Contract. The amount so arrived at shall be determined by the MC, NNMEE and shall be final and binding on both the parties.
- b) In the event of Termination as state above, the NNMEE may issue a fresh tender and the cost incurred to complete this tender process shall be recovered by the
- c) Payment on termination as above, the MC, NNMEE shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Operator's personnel employed solely on the works, and the Operator's costs of protecting and securing the works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract and less taxes due to be deducted at source as per applicable law.

Settlement of Disputes & Arbitration

Whether before its commencement or during the progress of Project/Work or after the termination, abandonment or breach of the Contract, if any dispute or differences of any kind what-so-ever arise between the NNMEE and the Operator in connection with or arising out of this Contract or the execution of work, the same shall in the first instance supported with complete documents and further documents, if any, required by him, be referred for settlement to the MC, NNMEE and he shall, within a period of sixty (60) days after being requested in writing by the Operator to do so, convey his decision to the Operator. Such decision in respect of every matter so referred shall, subject to arbitration as hereinafter provided, be final and binding upon the Operator. In case the work is already in process, the Operator shall continue with the execution of the work as aforesaid with all due diligence, whether any of the parties requires arbitration as hereinafter provided or not.

If the Employer has conveyed his decision to the Operator and no claim for arbitration has been filed by the Operator within a period of sixty (60) days from the receipt of the letter communicating the decision, the said decision shall be final and binding upon the Operator and will not be a subject matter of arbitration at all.

In case of dispute as aforesaid, which has not been settled amicably or for which MC, NNMEE fails to convey his decision within a period of aforesaid sixty (60) days from the date on which the said request was made by the Operator, any party can refer the dispute for Arbitration under the (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time). Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the NNMEE and the Successful Bidder, the third\

arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 (thirty) days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the MC, NNMEE. The Arbitration and Conciliation Act, 1996 and any statutory modification, amendment or re-enactment thereof, shall apply to these arbitration proceedings.

Arbitration proceedings shall be held in MEERUT, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by NNMEE and the Successful Bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

The stamp fee due on the award shall be payable by the party as desired by the Arbitrator/Arbitral Tribunal and in the event of such party's default, the stamp fee shall be recoverable from another sum due to such party under this or any other contract.

The expiry to the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.

Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided

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failure to agree upon any such provisions shall not be subject to Dispute Resolution under this Agreement or otherwise.

Term and Extension of the Contract

If the delay occurs due to circumstances beyond control of Operator such act of god, strikes, lockouts, fire, accident, defective materials, delay in approvals or any cause whatsoever beyond the reasonable control of Operator, a reasonable extension of time shall be granted by the Authority. In the event, if the above-mentioned is more than One year due to the above mentioned reasons, then price escalation for the extended period shall be considered as per the CPI Index.

Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and by registered post or delivered personally to the Parties at their respective addresses as in the Contract Agreement or such address as may be duly notified by the respective Parties from time to time.

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Annexure 1 - LETTER OF PROPOSAL AND INTEREST

(To be submitted and signed by the Bidder's authorised signatory)

To,

The Municipal Commissioner

NAGAR NIGAM MEERUT,

MEERUT.

Sub: RFP for "Selection of Operator for Establishment of Construction & Demolition Waste Processing Plant of 100 TPD capacity with Operation & Maintenance for 010 Years in MEERUT City"

Sir,

1. Being duly authorized to represent and act for and on behalf of _____ (name of and complete address of the bidding entity) (herein "the Bidder"), and having studied and fully understood all the information provided in the RFP document, the undersigned hereby apply as a Bidder for "Selection of Operator for Establishment of Construction & Demolition Waste Processing Plant of 100 TPD capacity with Operation & Maintenance for 10 Years in MEERUT City" according to the terms & conditions of the offer made by NNMEE.
2. Our Technical Bid & Financial Bid as per the requisite formats along with the supporting documents, duly filled and signed on each page are enclosed in separate sealed envelopes as specified.
3. I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/ kilns, nature and the extent of ground, soil, working conditions including stacking of materials, installation of tools and plant conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.
4. I/We undertake, if our Bid is accepted, to commence the works as soon as is reasonably possible after the signing of the Contract Agreement, and to complete the whole of the works as per the scope of work given in the RFP within the time stated in the RFP and further, undertake to fully maintain the Project as per the terms and conditions of the RFP and time to time instructions given by the NNMEE in the interest of the Project.
5. I/We agree to abide by this Bid for the period of 180 days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. NNMEE and its authorized representatives are hereby authorized to conduct any inquiries/ investigation to verify the statements, documents and information submitted in connection with the proposal and to seek clarification from our bankers or undersigned, regarding any financial and technical aspects. This letter of proposal will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by NNMEE to

Harish

Verify statements and information provided in the proposal or with regard to the resources, experience and competence of the bidder.

7. This proposal is made with full understanding that:
 - (a) Bids will be subject to verification of all information submitted at the time of bidding.
 - (b) NNMEE reserves the right to reject or accept any bid, cancel the bidding process and I or reject all bids.
 - (c) NNMEE shall not be liable for any of the above actions and shall be under no obligation to inform the bidder of the same.
 - (d) NNMEE is not bound to accept the lowest or any tender that it may receive.
8. We, the undersigned, declare the statements made and the information provided in the duly completed proposal forms enclosed, are complete, true and correct in every detail.
9. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP and Project related Information as required for the tender.
10. This offer is being made by us after taking into consideration all the terms and conditions stated in the RFP document, all risks and contingencies and all other conditions that may affect the financial proposal.
11. This proposal is made with the full understanding that the validity of bids submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by NNMEE. We agree that, without prejudice to any other right or remedy, NNMEE shall be at liberty to suspend the Bidder from participating in the tending process for the works of NAGAR NIGAM MEERUT and works under other Centrally sponsored schemes, for a period of one year from the bid due date of this work.

Authorized signatory

Date:

Name and seal of Bidder

Place:

Harish

Annexure 2- GENERAL INFORMATION OF THE BIDDER

(To be submitted on the Letterhead of the Bidder)

Sr.no.	Particulars	Details
1.	Registration No. issued by centralized registration system of Govt. of MP or proof of application for registration	(If applicable, scanned copy of proof of application for registration to be uploaded)
2.	Name of Bidding Entity	
3.	Entity of Organization: Private Limited Company, LLPs, Partnership firms, Proprietorship Firms, Trusts, NGOs, Non-Profit Organizations, Societies, registered under their respective Laws/Acts (as amended)	
4.	Address of Communication	
5.	Telephone Number with STD Code	
6.	Fax Number with STD Code	
7.	Mobile Number	
8.	E-mail Address for all communications	
9	Details of Authorized Representative	
a	Name	
b	Designation	
c	Postal Address with pin code	
d	Telephone Number with STD Code	
e	Fax Number with STD Code	
f	Mobile Number	
g	E-mail Address	

Note: In case of Partnership firm and Company, certified copy of partnership deed/ Articles of Association and Memorandum of Association of Company along with registration certificate of the Company shall have to be enclosed. In case of Trusts, NGOs, Non-Profit Organizations, Societies, registration documents shall have to be produced along with this Annexure.

Signature of Bidder with Seal Date:

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Annexure 3 - FORMAT FOR TECHNICAL CRITERIA OF BIDDER

Work Experience Record (List of Similar Works Executed in Past)

Sr. No.	Agreement Number & Year	Name of Project	Date of Work Order and Date of Completion	Project Cost	Contact Details of Department / Authority
1.					
2.					
3.					
4.					
5.					

Note: Completion Certificate duly signed by the not less than Executive Engineer shall also be enclosed for each completed work.

Signed

(Name of the Authorized Signatory)

For and on behalf of (Name of the Bidder)

Designation:

Place:

Date

Annexure 4 - FORMAT FOR FINANCIAL CAPABILITY OF BIDDER

Sr. No.	Financial Year	Turnover (Rs.)
1.		
2.		
3.		
Total		
Average Total		

Note:

- a) Annual Turnover should be certified by the Chartered Accountant or Statutory Auditor, fulfilling the requirements of UDIN as per ICAI.
- b) Audited Balance Sheet including all related notes, and income statements for the above financial years to be enclosed.

Signed

Signature of Chartered
Accountant/Statutory Auditors

(Name of the Authorized Signatory)

(With seal & registration no.)

For and on behalf of
(Name of the Bidder)

Designation:

Place:

Date:

Annexure 5 – UNDERTAKING FOR MANPOWER DEPLOYMENT

(To be submitted on the letterhead of the Bidder)

We hereby undertake that upon award of the Project i.e. “Selection of Operator for Establishment of Construction & Demolition Waste Processing Plant of 100 TPD capacity with Operation & Maintenance for 10 Years in MEERUT City” to us, we shall deploy at least the following manpower for the safe, smooth and timely execution of the Project.

Min Technical Manpower deployment should be as per following table:

Sr. No.	Position	No of Position	Min Qualification
1.	Project Manger	1	B.E. Civil with 5-year Experience
2.	Support Engineer / Site Supervisor	2	B.E. Civil with 2-year Experience
3.	Surveyor	1	B.E. / Diploma with 2-year Experience. Total station will be made available by the Operator to the Surveyor for full duration.

Date:

Place:

Authorised signatory:

Name and Seal of Bidder:

Name of Company:

Address:

Annexure 6 - FORMAT FOR FINANCIAL PROPOSAL

(To be submitted and signed by the Bidder's authorized signatory)

TENDER FOR EPC MODE CONTRACT:

NAME OF WORK: Selection of Operator for Establishment of Construction & Demolition Waste Processing Plant of 100 TPD capacity with Operation & Maintenance for 010 Years in MEERUT City

Dear Sir,

1. With reference to your RFP document dated / /, I/we, having examined the Bid Documents and understood their contents, hereby submit my/our BID for the aforesaid Work. The BID is unconditional and unqualified.
2. I/ We acknowledge that the NNMEE will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Operator for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. The Project Cost has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
4. I/ We acknowledge the right of the NNMEE to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. Should my/our bid be accepted, I/We hereby agree to abide by and fulfil all the terms and provisions of the said Conditions of Contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Executive Director, NNMEE, MEERUT; Uttar Pradesh or his successors in office the sums of money mentioned in the said conditions.
6. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
7. I/ We hereby submit our BID and offer a Project Cost on Item Rate basis and Tipping Fee Margin per Ton in the Financial Bid Format for undertaking the aforesaid Project in accordance with the Terms and Conditions specified in the Bid Documents and the Agreement.

Note:

- i. Only one rate of Price Bid based on the Bill of Quantities and item wise rates given therein shall be quoted.
- ii. Price Bid shall be quoted in figures. If any difference in figures and words is found, lower of the two shall be taken as valid and correct rate. If the Bidder is not ready to accept such valid and correct rate and declines to furnish Performance Security plus additional security

(if any) and sign the agreement, the Bidder shall be suspended from participating in the tendering process for the works of NAGAR NIGAM MEERUT and works under other Centrally sponsored schemes, for a period of one year from the bid due date of this work..

- iii. All duties, royalties, levies and taxes except Goods and Services Tax (GST) are included in the Price Bid quoted by the Bidder.

Date:

Authorized Signatory:

Place:

Name and Seal of Bidder:

Name of the company and Address

Note - The financial proposal shall be submitted online only at <https://ctender.up.nic.in/> in prescribed excel format which has been uploaded on portal.

Annexure 7 - FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF
PROPOSAL

(To be submitted on the stamp paper of Rs. 100 and duly notarized)
Power of Attorney

Know all men by these presents, We _____ (name and address of the registered office) do hereby constitute, appoint and authorise Mr. I 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 bid for the project envisaging documents and providing information I responses to NNMEE, representing us in all matters before NNMEE, and generally dealing with NNMEE in all matters in connection with our bid for "Selection of Operator for Establishment of Construction & Demolition Waste Processing Plant of 100 TPD capacity with Operation & Maintenance for 10 Years in MEERUT City" (hereinafter referred to as the "Project").

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

For

.....

Accepted

_____ (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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Annexure 8 - AFFIDAVIT CERTIFYING THAT THE BIDDER IS NOT
BLACK LISTED/DEBARRED
(To be submitted on the Letterhead of the Bidder)

Certificate of tendered that

"I/ We have not been debarred or black listed or suspended or debarred from the business from any department of Central Government of India/ State Government / PSU/ any other government / semi government department etc. During the last three years"

Date:

Authorised signatory:

Place:

Name and Seal of Bidder:

Name of Company:

Address:

Annexure 9 – THE PROJECT SITE

Location: Location will be finalized at the time of Agreement.

Annexure 10- COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST

(To be submitted on the Letterhead of the Bidder)

Bidder shall give an undertaking on its letterhead stating that its firm duly complied with Code of Integrity and has no Conflict of Interest in respect of this RFP.

1. Code of Integrity

For duly complying with the Code of Integrity, any Bidder in the procurement process shall -

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process to otherwise influence the procurement process:
- (b) Not misrepresent or omit the misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation:
- (c) Not indulge in any collusion, bid rigging or anti-competitive behavior to impale the transparency, fairness and progress of the procurement process:
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process:
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly to any party or to its property to influence the procurement process:
- (f) Not obstruct any investigation or audit of a procurement process:
- (g) Disclose conflict of interest if any: and
- (h) Disclose any previous transgressions/debarment/blacklisting with any Procuring entity in India or any other country during the last three years or any debarment by any other procuring entity.

2. Conflict of Interest

The Bidder participating in a bidding process must not have a Conflict of interest. A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. A Bidder maybe considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- (a) Have controlling partners/shareholders in common: or
- (b) Receive or have received any direct or indirect subsidy from any of them: or
- (c) I Have the same legal representative for purposes of the Bid: or

-
- (d) Have a relationship with each other directly or through common third parties. that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the Bidding process: or
 - (e) The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved However, this does not limit the inclusion of some subOperator, not otherwise participating as a Bidder, in more than one Bid: or
 - (f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid: or
 - (g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

1. I agree and undertake that I/we shall maintain the Code of Integrity as mention as mentioned in point no. 1 of this Annexure.
2. I/ We declare that I/we do not have any Conflict of Interest as mentioned in point no. 2 of this Annexure.

Date:

Place:

Authorised signatory:

Name and Seal of Bidder:

Name of Company

Address:

Annexure 11- DECLARATION REGARDING QUALIFICATION
(To be submitted on the Letterhead of the Bidder)

In relation to my/our Bid submitted to MEERUT Smart City Ltd. for " Selection of Operator for Establishment of Construction & Demolition Waste Processing Plant of 100 TPD capacity with Operation & Maintenance for 010 Years in MEERUT City " and in response to their Notice inviting Bids No. _____ dated / / , I/We hereby declare as follows:

1. I/we, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Authority/NNMEE:
3. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State government or any local authority as specified in the Bidding Document:
4. I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer not have my/our business activities suspended and not the subject of legal proceeding for any of the foregoing reasons:
5. I/We do not have, and our directors and officers have not, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement Contract within a period of three years preceding the commencement debarment proceedings.
6. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.
7. I/We binds ourselves with all the stipulations of the Bidding Document including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated completion period and adequate maintenance and agrees to augment them, if found necessary for timely completion of the Project/Work, as desired by the NNMEE.

Date:

Authorised signatory:

Place:

Name and Seal of Bidder:

Name of Company

Address:

Annexure 12- FORMAT FOR PERFORMANCE BANK GUARANTEE

To,

(Name of the Employer) _____

_____ (address of the employer)

WHEREAS (name and address of Operator) (hereinafter called "The Operator") has undertaken the work of "Selection of Operator for Establishment of Construction & Demolition Waste Processing Plant of 100 TPD capacity with Operation & Maintenance for 10 Years in MBERUT City " (hereinafter called "the Contract") in pursuance of Letter of Acceptance (LOA) No dated .

AND WHEREAS it has been stipulated in the said LOA that the Operator shall furnish a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Operator such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Operator, up to a total of _____ (amount of guarantee)

_____ (in words) such sum being payable in the types and proportions of currencies in which the Contract Price is payable. And we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ (amounts of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

That guarantee shall be valid until 120 days from the date of expiry of the Contract Period.

Signature and seal of the Guarantor

Name of Bank _____

Address _____

Dated _____

Annexure 13- FORMAT OF FINANCIAL BID

S. No.	Component	Rate Quoted by Bidder	
		In Figures (Rs.)	In Words (Rs.)
1	Project Cost as per the Item Rate quoted by Bidders		

Note –

1. Bidder should submit the financial bid online only.
2. Bidder should provide all prices as per the prescribed format under this Annexure.
3. All the prices are to be entered in Indian Rupees (INR) only.
4. Rate quoted by Bidder should be inclusive of all type of Taxes except GST. GST will be paid by authority separately.
5. Bidders are required to provide the costing in most transparent manner and not for cross loading of pricing between different line items for different elements. Any such latent use of cross-loading will be considered as purposeful misleading. Bidder may be asked to explain such incidences, if required, in detail. Bidder may also be liable for disqualification for such misrepresentation of information.
6. For the purpose of evaluation of Commercial Bids, Authority shall make appropriate assumptions to arrive at a common Bid Price for all the bidders. This however shall have no correlation with the Contract value or actual payment to be made to the bidder.

Annexure 14- CONTRACT AGREEMENT

This agreement is made on the _____ day of _____, 2022 at MEERUT, Uttar Pradesh

BETWEEN

NAGAR NIGAM MEERUT , having its office at _____, MEERUT, Uttar Pradesh- _____, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns (hereinafter called "the NNMEE") on one Part;

AND

M/s. _____, having its office at _____, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns (hereinafter called "the Operator") on the other part.

WHEREAS the NNMEE had conducted a competitive bidding process by inviting proposal in the form of bids (the "Bid") vide RFP no. _____ and NIT bearing no. _____ (as amended by Corrigendum(s)) seeking proposals from interested parties for selection of a Operator for " Selection of Operator for Establishment of Construction & Demolition Waste Processing Plant of 100 TPD capacity with Operation & Maintenance for 10 Years in MEERUT City " (hereinafter called "Works").

AND WHEREAS various Bidders including M/s. _____ Submitted its proposal to the NNMEE. Upon evaluation of the proposals so received, the NNMEE accepted the proposal submitted by M/s. _____ I.e. the Operator for the execution and completion and maintenance of such Works and the remedying of any defects therein at a cost price of Rs. _____/- (Rupees _____) (hereinafter called the "Contract Price") and declared it as the Selected Bidder/ Operator.

AND WHEREAS the NNMEE issued Letter of Acceptance bearing no. _____ dated _____ to the Selected Bidder/ Operator which was duly acknowledged by it.

AND WHEREAS the Selected Bidder/ Operator as a pre-requisite condition of signing of this agreement has submitted the Performance Security by way of an irrevocable and unconditional Bank Guarantee of Rs. _____/- (Rupees _____ Only) i.e. 10% of total Contract Price vide Bank Guarantee no. _____ and Additional Performance Security of Rs. _____/- (Rupees _____ only) vide Bank Guarantee no. _____ of _____ Bank (with full address).

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration (the receipt

and adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound, hereby agree to execute this Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the RFP document/ Conditions of Contract therein (hereinafter referred to and they shall be deemed to form and be read and constructed as part of this agreement).
2. In consideration of the payments to be made by the NNMEE to the Contactor as hereinafter mentioned, the Operator hereby covenants with the NNMEE to execute, complete and maintain the Works for the period define in the RFP and remedy any defects therein in conformity with the provisions of the RFP document.
3. The NNMEE hereby covenants to pay the Operator, in consideration of the execution, completion and maintenance of the Works and the remedying the defects therein, Contract Price or such other sum as may become payable under the provisos of the Contract at the times and in the manner prescribed by the RFP document.
4. The following documents and all the conditions and provisions therein shall be deemed to form and be ready and construed as part of this Agreement, viz:
 - a) Letter of Acceptance;
 - b) Letter for Plan of Action(s), if any;
 - c) Drawings;
 - d) Bill of Quantities;
 - e) RFP document and Corrigendum(s);
 - f) Operator's Bid; and
 - g) Any other documents listed in the RFP document forming part of the Contract.

The Parties agree that the above documents are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in the Agreement, the priority of these documents shall, in the event of any conflict between them, be in the order as the documents have been set forth above.

In witnessed where of the parties thereto have caused this agreement to be executed on the day and year first before written.

Signed and executed on behalf of
NAGAR NIGAM MEERUT
(NNMEE)

By:

Authorized Signatory

Name:

Designation:

Witness:

1.

2.

Signed and executed on behalf of
Mr. _____

By:

Authorized Signatory

Name:

Designation:

Witness:

1.

2.

Annexure 15 – TECHNICAL SPECIFICATION

Authority shall provide land for setting up of 100 TPD Construction and Demolition Waste Processing Plant at MSW Site MEERUT.

All the necessary civil work related to erection and commissioning of equipment's (foundation etc.) including internal electrical works, panel and other allied works shall have to be done by the successful bidder.

Bidder will have to submit drawings and specifications of the Machinery with the technical proposal along with all related works to be carried out at site.

The bidders are required to provide following units / equipment for processing of C&D waste for minimum capacity of 100 Tons/day.

GENERAL DESCRIPTION:

Construction and demolition waste plant

Plant Capacity – 100 TPD

Feed Capacity 7MTPH

Daily Capacity 100 MTPD

- 100 TPD C & D Waste Processing Plant is proposed for the project

Sr. No	Component	Qty
1.	Feeding hopper – 10 cum capacity complete with frame	1
2.	Jaw crusher machine – 20 X 12 with supporting frame and railing	1
3.	Vibrating Screen: 08'' X 04'' <ul style="list-style-type: none"> • Decks: 3 Decks • Rigid and vibration resistant screen body • Screen type: Punched hole for segregating 40mm, 20mm and 6mm metal • Supporting skid for maintenance, hand railing 	1 unit
4.	Main Conveyor system- 15m X 500mm complete with stand	1 unit
5.	Screen Conveyor – 6m X 500mm complete with stand for 20-40mm grade screened metal	1 unit
6.	Screen Conveyor – 6m X 500mm complete with stand for 10-20mm grade screened metal	1 unit
7.	Screen Conveyor – 6m X 500mm complete with stand for less than 10mm grade screened metal	1 unit
8.	Paver block making machine <ul style="list-style-type: none"> • Vibrating table heavy duty(10.ft) with 2 H.P. motor X 2 	1 set
	Concrete mixer (half bag) with 2 H.P. motor	
	Pan mixer 3ft with 3 H.P. motor	
9.	MCC Electrical control panel for machines	1 set
10.	PVC Rubber mould cosmic 1.85 Kg per mould	500 pieces
11.	PVC Rubber mould zig-zag 1.95 Kg per mould	500 pieces
12.	Water sprinklers for dust free plant operation (mandated by pollution control board)	1 set

13.	Pump and water-pipelines	1 set
14.	Thickener unit <input type="checkbox"/> Complete with ladder, skid and supporting frame <input type="checkbox"/> Capacity 2000 L capacity <input type="checkbox"/> Gear box	1 set
15.	Poly electrolyte dosing tank <input type="checkbox"/> Complete with ladder, man-hole and supporting frame <input type="checkbox"/> Capacity 2000 L capacity	1 set
16.	Hand breaker machine with drill bit, chisel	1 unit

2. Associated civil work for machine installation

Sr. no	Civil Component	Size
1.	Jaw Crusher foundation	2m X 1.5m
2.	Vibrating Screen foundation	3m X 2m
3.	Steel Fabricated structure for Hopper support	LS
4.	Machine Shed for paver making machine	8m X 10m
5.	Office Room and laboratory	3m X 3m
6.	Spares Room	3m X 3m
7.	Toilet	1.5m X 1.5m
8.	Drain	70m
9.	Precast Boundary Wall	300m
10.	Entry Gate	6m X 1.5m
11.	Water Tank (HDPE)	2000L
12.	Underground Tank	2000L
13.	Electric Fitting	LS
14.	Plumbing Work	LS
15.	Road 3.5M wide	60m
16.	Road 2M wide	20m
17.	Security Room	2m X 2m

Annexure 16 – BID SECURING DECLARATION

Selection of Operator for Establishment of Construction & Demolition Waste Processing Plant of 100 TPD capacity with Operation & Maintenance for 10 Years in MEERUT City

Dear Sir,

I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, [Name of the bidder], shall not be withdrawn or modified during the period of validity i.e. not less than 180 (one hundred eighty) days from the bid due date.

I, on behalf of the bidder, [Name of the bidder], also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in Clause 5.4 of the Request for Proposal (RFP), the [Name of the bidder] will be suspended for participation in the tendering process or the works of NAGAR NIGAM MEERUT and works under other centrally sponsored schemes, for a period of 1 (one) year from the bid due date of this work.

For _____ [Name of the bidder].

(Signature, name and designation of the Authorised Signatory)

(Official Seal)

Date:

Place:

Annexure 17 –SPECIAL CONDITIONS OF CONTRACT

1. The following special conditions shall be read in conjunction with General conditions of contract. If there are any provisions in these Special Conditions, which are at variance with the provisions of General Conditions of Contract, the provisions in the Special Conditions shall take precedence. Where any portion of Special Conditions of Contract is repugnant to or at variance with any provision of the instructions to Bidder and General Conditions of Contract and / or the other documents forming part of the contract then unless a different intention appears the provision of the Special Conditions of Contract shall be deemed to override the provisions of the general conditions of contract and / or the other documents forming part of the contract only to the extent such repugnant/various in the special conditions of contract as are not possible of being reconciled with the provisions in the special conditions of contract as are not possible of being reconciled with the provision with instructions to Bidder or General Conditions of contract and / or the other documents from part of the contract. The special conditions are supplementary instructions to the tenders and shall form part of the contract.
2. All the Charges required for vetting of the designs done by The Operator by IIT or any other reputable agency approved by NNMEE etc. shall be deemed to have been included in the quoted rates.
3. The Operator has to submit sample of the items defined and to be used in the project, the same to be Approved by NNMEE, before use.
4. In case of increase in contract value during the original contract period or during extension as applicable, bidder shall submit the performance BG as specified for the increased value valid up to extended contract duration.
5. Operator shall be Responsible to make his own arrangements for supply of power for his use including area illumination, construction activities, fabrication, without any extra cost to Client.
6. Operator shall make his own arrangements for supply of water and all arrangements for distribution, storage, use and drainage of the same at his own cost.
7. NNMEE shall endeavor to provide land out of available land to the Operator, for the sole purpose of field office using Operator's own container (porta cabin). No land shall be provided for accommodation of workers/labour.
8. The Operator shall remove all temporary buildings / facilities etc., if any, before leaving the site after completion of works in all respect. In the event that Operator fails to clear the site within 3 weeks after receiving intimation from NNMEE to do so, NNMEE shall be free to engage the services of any third party to clear the site at Operators risk and cost. All expenses incurred on this account shall be recovered from the Operator.
9. Taxes, Duties, Royalty, Prices Royalty: All royalties etc., as may be required for any Borrow Areas, including right of way etc. to be arranged by Operator shall be deemed to

have been included in the quoted prices. Operator's quoted rates should include the royalty on different applicable items as per the prevailing State Government rates.

10. Deleted
11. Electrical Operator's License- Bidder or his sub Operator to have valid Electrical License for executing the project
12. Project Review Meeting: The Operator, immediately on award of work shall submit details of his key personnel to be engaged for the work at site. In addition, he shall furnish the Engineer-in-Charge detailed organogram of his staff involved with the work. The Operator shall present the Programme and status at various review meetings as required:
13. Weekly Review Meetings: Shall be attended by Local Team headed by Project - in-Charge
14. Monthly Review Meetings: Shall be attended by Project-in-Charge and the Management Representative who can take independent decisions.
15. Deleted
16. Recommended Makes of Materials: A list of recommended makes of materials is as per Tender document. If ISI marked product/ MoRTH specification material is not available, the same shall be as approved by the Engineer-in-Charge before execution.
17. Completion Certificates/ NOC from Local Statutory Bodies: Operator has to arrange at his own cost work completion certificates or NOCs if required to be obtained, from the local statutory bodies of central and state govt. such as Municipal Corporation, electrical, safety, Fire authority, Chief Controller of Explosives (CCOE) etc. Any fees required for obtaining such NOCs shall be paid by NNMEE on production of relevant depository challans/ receipts from such Govt. authorities. Initial approval drawings shall be made available by NNMEE
18. The inspection of the works by the authorities shall be arranged by the Operator and necessary co- ordination and liaison work in this respect shall be the responsibility of the Operator.
19. Tools, Plants and Machinery: The Operator shall provide and install at site adequate T&P for construction of the Project Works. The deployment of T&P shall be planned as per work requirement to suit the nature, quantum and speed of the work for lifting/hoisting construction materials/equipment etc. The T&P shall be maintained in good working condition throughout the progress of work. All adequate precaution regarding formal upkeep of valid Statutory/Safety credentials of major construction equipment as directed by NNMEE, their installation, operation, maintenance, materials etc., shall be taken care of. The operating staff to be deployed shall be properly qualified and adequately trained and experienced. All safety precautions shall be taken during the project duration, against possible accident. The Operator shall deploy his representative to effectively enforce the safety rules and regulations in this regard. The Operator shall deploy all necessary tools and plants as per the requirement of the work.
20. Deleted
21. Deleted
22. Lighting & watch and ward: The Operator shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, area lighting at the construction site and approaches, watchmen, necessary watch towers etc. during progress of work at all hours including night hours, if required, as directed by the Engineer-in-charge.

The Operator shall be responsible for the watch and ward of the all construction premises and buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installation till handing over of all the works to NNMEE.

23. Monthly Bills of Operator: Operator shall submit Monthly bills for the work Executed.
24. Time period of the Project: Entire project should be completed and delivered within 180 Days of time from the date of award of contract that includes Monsoon. The time allowed for carrying out the work as entered in the Tender shall be strictly observed by the Operator and shall be reckoned from the date on which the Letter of Acceptance is given to the Operator. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence as time being deemed to be the essence of the contract on the part of the Operator.
25. The program for completion of work shall be a part of the Contract Document in the form of Bar Chart / GANTT Chart. The Operator is supposed to carry out the work and keep the progress as per Bar Chart/GANTT Chart. The Operator shall complete the work as per the Schedule given in the Contract and the program submitted by the Operator.
26. Contract Execution: In the event of the Operator failing or neglecting to complete the rectification work within the period up to which the Operator has agreed to maintain the work in good order, the amount of Performance Security shall be adjusted towards the excess cost incurred by the Department on rectification work.
27. Action when whole of Performance Security is forfeited: In any case in which under any Clause of this contract, the Operator shall have rendered himself liable to pay compensation amounting to the whole of this Performance Security or in the case of abandonment of the work owing to serious illness or death of the Operator or any other cause, the Engineer-in-Charge shall have power to adopt any of the following process, as he may deem best suited to the interest of NNMEE -
 - a) To rescind the contract (for which recession notice in writing to the Operator shall be conclusive evidence) and in that case, the Performance Security of the contract shall stand forfeited and be absolutely at the disposal of NNMEE.
 - b) To carry out the work or any part of the work departmentally debiting the Operator with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work-charged establishment employed for getting the un-executed part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the Operator under the terms of his contract. The certificate of the Engineer - in
- Chargeas to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the Operator.
 - c) To order that the work of the Operator be measured up and to take such part thereof as shall be un- executed out of his hands, and to give it to another Operator to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of

work charged establishment and the cost of the work executed by the new contract agency will be debited to the Operator and the value of the work done or executed through the new Operator shall be credited to the Operator in all respects and in the same manner and at the same rates as if it had been carried out by the Operator under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the non-executed work done by the new Operator and as to the value of the work so done shall be final and conclusive against the Operator.

- d) In case the contract shall be rescinded under Clause a) above, the Operator shall not be entitled to recover or be paid any sum for any work there for actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in Clause b) or c) being adopted and the cost of the work executed departmentally or through a new Operator and other allied expenses exceeding the value of such work credited to the Operator's amount of excess shall be deducted from any money due to the Operator, by NNMEE under the contract or otherwise, howsoever, or from his Performance Security or the sale proceeds thereof provided, however, the Operator shall have no claim against NNMEE even if the certified value of the work done departmentally or through a new Operator exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or is adopted by the Executive Engineer, the Operator shall have no claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials or entered in to any engagements or made any advance on account of or with a view to the execution of the work or the performance of the contract.
28. Contract may be rescinded and Performance Security forfeited for bribing a public officer or if Operator becomes insolvent.
29. If the Operator assigns or sublets his contracts or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the Operator or any of his servants or agents through any public officer, or person in the employ of NNMEE /Govt.
30. In any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer In-charge may thereupon, by notice in writing rescind the contract and the Performance Security of the Operator shall thereupon stand forfeited and be absolutely at the disposal of NNMEE and the same consequences shall ensure as if the contract had been rescinded under above clause J hereof; and in addition the Operator shall not be entitled to recover or be paid for any work therefore actually performed.
31. The Performance Guarantee Details as per the Contract Data.

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32. Drawing: All Drawings/Layout plans are for reference or guidance purpose only. The Bidder will submit the detailed construction plan of Project within 15 days from date of issuing work order. The same shall be reviewed and approved by Engineer – In charge of NNMEE or through other agency approved by NNMEE. This 15 days' period is included in stipulated time for construction. Construction of Project shall be carried out as per the approved drawings provided by NNMEE. Data to be furnished by the Bidder: The Bidder shall submit the following information to the Engineer-in- charge. Proposed constructions Program and time schedule showing sequence of operations within 15 days of receipt of notice to proceed with the work in pursuance of the conditions of contract.
 33. Action when the progress of any crucial item of work is unsatisfactory: If the progress of a crucial item of work, which is important for timely completion of work is unsatisfactory, the Engineer-in- charge shall notwithstanding that the general progress of work is satisfactory, after giving the Bidder 15 days" notice in writing get the said work executed by employing other means including other labour / Bidder etc. and the Bidder will have no claim for compensation for any loss sustained by him owing to such action.
 34. Inspection and Tests: Except as otherwise provided in here of all material and workmanship if not otherwise designated by the specifications shall be subject to inspection, examination and test by the Engineer-in- Charge at any and all times during manufacture and/or construction and at any/all places where such manufacture or constructions are carried on. The Engineer-in charge shall have the right to reject defective materials and workmanship or require its corrections. Rejected workmanship shall be satisfactorily replaced with the proper material without charge thereof and the Bidder shall properly segregate and remove the rejected material from the premises. If the Bidder fails to proceed at once with the replacement of the rejected material and/or the construction of defective workmanship the Engineer-in charge may replace such material and/or correct such workmanship and charge the cost thereof to the Bidder.
 35. Removal of temporary work, Plant & Surplus materials: Prior to final acceptance of the completed work, but excepting as otherwise expressly directed or permitted in writing, the Bidder shall, at his own expenses remove from the site and dispose of all the temporary structures including buildings, all plant and surplus materials, and all rubbish and debris for which he is responsible to the satisfaction of Engineer -in-Charge.
 36. Possession prior to completion: The Engineer-in-Charge shall have the right to take possession of or use any completed part of the work. Such possession or use shall not be deemed as an acceptance of any work not completed in accordance with the contract.
 37. Damage to works: The works whether fully completed or incomplete, all the materials, machinery, plants, tools, temporary building and other things connected there with shall remain at the risk and in the sole charge of the Bidder until the completed work has been delivered to the Engineer-in- Charge and till completion certificate has been obtained from the Engineer in- charge. Until such delivery of the completed work, the Bidder shall at his own cost take all precautions reasonably to keep all the aforesaid works, materials, machinery, plants, temporary buildings and other things connected there with free from any loss, damages and in the event of the same or any part there of being lost or damaged, he shall forthwith reinstate and make good such loss or damages at his own cost.
 38. Examination and tests on completions: On the completion of the work and not later than

three months thereafter, the Engineer-in-charge shall make such examination and tests of the work as may then seem to him to be possible, necessary or desirable, and the Bidder shall furnish free of cost any materials and labour which may be necessary thereof and shall facilitate in every way all operations required by the Engineer-in- Charge, in making examination and tests.

39. Climatic Conditions: The Engineer-in-Charge may order the Bidder to suspend any work that may be subject to damage by climatic conditions and no claims of the Bidder will be entertained by the department on this account. As per the Ministry of Environment and Forest Guidelines 2010 and Ministry of Urban Development notifications, the Site area shall be protected from dust by fixing Green Fencing around the Construction site area. The Operator is instructed to strictly adhere to the following at his own cost. Supply and Fixing Green barriers and wind breaking walls around their sites. Cover tarpaulin on scaffolding around area of construction. Do not store construction material, particularly sand, on any part of the street, roads in any colony, Cordon the work area with proper fencing by other means with due consideration of safety of workers, public, etc. Dust emissions from construction site are controlled. Sprinklers should be compulsorily used at the site and Wet jets in grinding and stone cutting must be used.
40. The work area shall be well illuminated during nights. Safety regulations: While carrying out this work, the Bidder will ensure compliance of all safety regulations as provided in the Safety Code. The bidder will be responsible for safety of the works. The Bidder must not interfere with other Bidders who may be employed simultaneously or otherwise by the department at the Site. He will at no time engage departmental labour or that of other Bidders without the written permission of the Engineer-in-Charge. Bidder is fully responsible for cause of damages of the adjoining works of different works at site and the same cost of rectification of damages shall be recovered from the Bidder as per Engineer In-charge instructions.
41. Regulations and bye laws: The Bidder shall conform to the regulations, bye-laws any other statutory rules made by any local authorities or by the Government and shall protect and indemnify NNMEE, against any claim or liability arising from or based on the violation of any such laws, safety, theft, ordinance, regulation, orders, decrees etc.
42. Site Order Book: A site order book shall be kept in the departmental office at the site of the work. As far as possible all orders regarding the works are to be entered in this book. All entries therein shall be signed by the departmental officers in direct charge of the work and the Bidder or his representatives. In the important cases the MC or TA/GM/DGM of NNMEE will countersign the entries which shall except with the written permission of the TA and the Bidders or his representative shall be bound to take note of all instructions meant for the Bidder as entered in the site order book without having to be called for separately to note them. The Engineer-in- charge shall submit periodically copies of the remarks of the site order book to the MC, NNMEE for record and to the Bidder for compliance and report.
43. Conversion of units: Whenever in the contract agreement dimensions and units have been expressed in F.P.S. system, the same will be converted in to metric system units by applying the standard conversion table of Indian Standard Institution so as to derive the corresponding figure arithmetically and the Bidder will have to accept the figures so derived without any claim or compensation whatsoever.
44. Advances to Bidders: Not Applicable

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45. Deleted
 46. There will not be any Secured amount paid to the bidder
 47. Escalation: No claim on account of any escalation on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ) quoted by Operator shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract.
 48. The Bidder must extensively coordinate with NNMEE and its Technical Consultant (PMC) during all stage of the project. The successful bidder shall obtain written approvals from NNMEE at all stages, before commencing work on any particular stage of work. During the construction phase, after completion of any particular stage/phase of works and before commencing work on the next stage/phase of work, the successful bidder shall obtain written approval on the completed works/phase from NNMEE, before commencing work on the next stage/phase of works.
 49. Bidder shall not commence any work under the scope of works under this bid/contract before obtaining the said written approval from the Authority. The NNMEE has full power to require the removal from the premises of all materials which, in his opinion, are not in accordance with the specification and in case of default, the Engineer-in-charge is to be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials.
 50. The Engineer-in-charge is also to have full power to substitute other improper materials to be substituted and in case of default, the Engineer-in-charge may cause the same to be supplied and all costs which may arise due to such removal and substitution are to be borne by the Bidder (s).
 51. The NNMEE reserves the power to send workmen upon the premises to execute fittings and other works not included in the Contract for whose operation Bidder (s) is/are to afford every reasonable facility during ordinary working hours, provided that such operation shall be carried on in such manner as not to impede the progress of the work included in the contract but the Bidder(s) is/are not to be held responsible for any damage which may happen to or be occasioned by any such fittings or other works.
 52. Defect Liability Period (DLP): DLP is for 12 (Twelve) months period from the date of completion of the project. If any manufacturing defects / Poor workmanship are found during the Defect Liability Period (DLP), then the Operator shall be liable for repair/ replacement of the same at his own cost. The Bidder shall carryout all necessary rectifications of defects noticed, caused due to any reasons at his own cost within such reasonable period as mentioned in such communication notice from the Engineer-in-Charge, NNMEE to him.
 53. Failure of Bidder to rectify the defects properly in the given period shall be open for the Engineer- In-Charge, NNMEE to get the defect(s) rectified either departmentally or through other agency (Without calling any tender / Quotation) and recover the actual cost plus 15 % (Fifteen per cent) of such cost from the Bidder from any sum, in any form available with the department.
 54. The Bidder shall be liable for replacement of defective work up to the time of completion of DLP in accordance with the conditions of contract of all work to be done under the contract. The Bidder shall furnish promptly without additional charge all facilities, labour and material

necessary for the safe and convenient inspection and tests that may be required by the Engineer-in-Charge. All inspections and tests by the departments shall be performed in such a manner as to not unnecessarily delay the work. Special full size and performance test shall be charged with any additional cost of inspection when materials and workmanship are not kept ready by the Bidder at the time of inspection.

55. Liquidated damages - For Delay in completion of work by the Bidder, the Engineer-In-Charge have full power to recover penalty in following manners: -

For Delay Period the Penalty will be calculated @ 0.1% Per Day of delay beyond the Contract Period. Total Penalty limited to maximum to 5% of Contract Value.

56. Death or permanent invalidity of Bidder: - if the Bidder is an individual or a proprietary concern or a partnership concern, dies during the currency of the contract or becomes permanently incapacitated, and where the surviving partners are only minors, the contract shall be closed without levying any damages/ compensation as provided in the contract agreement. However, if competent authority is satisfied about the competence of the surviving Partner[s], then the competent authority Engineer - in - charge shall enter into a fresh agreement for the remaining work strictly on the same terms and condition under which the contract was awarded.
57. Deleted
58. Insurance Requirements: Insurances to Be Taken Out by The Operator in accordance with the provisions of GCC, the Operator shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.
59. Cargo Insurance: Covering loss or damage occurring, while in transit from the supplier's or manufacturer's works or stores until arrival at the Site, to the Facilities (including spare parts therefore) and to the construction equipment to be provided by the Operator or its SubOperators.
60. Installation All Risks Insurance: Covering physical loss or damage to the Facilities at the Site, occurring prior to completion of the Facilities, with an extended maintenance coverage for the Operator's liability in respect of any loss or damage occurring during the defect liability period while the Operator is on the Site for the purpose of performing its obligations during the defect liability period.
61. Third Party Liability Insurance: Covering bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any parts of the Facilities that have been accepted by the Employer) occurring in connection with the supply and installation of the Facilities.
62. Automobile Liability Insurance: Covering use of all vehicles used by the Operator or its SubOperators (whether or not owned by them) in connection with the supply and installation of the Facilities. Comprehensive insurance in accordance with statutory requirements.
63. Workers' Compensation: In accordance with the statutory requirements applicable as per the

Uttar Pradesh Government compensation policy.

64. The Employer shall be named as co-insured under all insurance policies taken out by the Operator pursuant to GCC Sub-Clause, except for the Third Party Liability, Workers' Compensation and Employer's Liability Insurances, and the Operator's SubOperators shall be named as co-insureds under all insurance policies taken out by the Operator pursuant to GCC Sub-Clause, except for the Cargo, Workers' Compensation and Employer's Liability Insurances. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.
65. Site Order Book: A site order book shall be kept at the Employer's office on the site of the work. As far as possible all orders regarding the works are to be entered in this book. All entries therein shall be signed by the Engineer on his representative and the Operator or his authorized representative. In important cases the Engineer will countersign the entries which have been made. The site order book shall not be removed from the work site except with written permission of the Engineer and the Operator or his representative shall be bound to take note of all instructions and directions meant for the Operator as entered in the site order book without having to be called on separately to note them. The Engineer shall submit periodically copies of the remarks in the site order book to the Employer for record and to the Operator for submitting compliance report.
66. Design and Drawings: Bidder shall carryout detail survey and investigations (including soil test) as may be required for preparation of detail designs and drawings. The detailed design and drawing shall be prepared by Operator and submitted to Government Engineering College for examination through MC (NNMEE) and the observations made by the examining institute shall be duly incorporated by Operator without any claims what so ever in this regard. Thereafter the drawing duly vetted by engineering college shall be submitted to MC/Engineer in Charge for final approvals.
67. The approved drawings shall remain in the sole custody of the Engineer. The Operator shall obtain and make at his own expense any further copies required by him. At the completion of the contract the Operator shall return to the Engineer all Drawings provided under the Contract. One copy of the Drawings furnished to the Operator as aforesaid, shall be kept by the Operator on the site and the same shall at all reasonable times be available for inspection and use by the Engineer and the Engineer's Representative and by any other person authorized by the Engineer in charge.
68. Model Rules Relating to Labour, Water Supply and Sanitation in Labour Camps: Note: These model rules are intended primarily for labour camps which are not of a permanent nature. They lay down the minimum desirable standard which should be adhered to Standards in Permanent or semi-permanent labour camps should not obviously be lower than those for temporary camps.
 - a) Location: The camp should be located in elevated and well drained ground in the locality.
 - b) Labour: Huts are to be constructed for one family of 05 persons each. The layout is to be shown in the prescribed sketch.
 - c) Hut line: The huts to be built of local materials. Each hut should provide at least 20 Sqm. of living space.

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- d) Sanitary facilities: There shall be provision of latrines and urinals at least 15 M away from the nearest quarter separately, for men and women specially so marked.
 - e) Latrines: Pit provided at the rate of 10 users or three families per set. Separate Urinals as required as the privy can also be used for this purpose.
 - f) Drinking water: Adequate arrangement shall be made for the supply of drinking water. If practicable, filtered and chlorinated supply shall be arranged. Where supply is from intermittent sources, an overhead covered storage tank shall be provided with a capacity of five liters per person per day. Where the supply is to be made from a well it shall conform to the sanitary standards laid down in the report of the Rural Sanitation Committee. The well should be at least 30 meters away from any latrine or other sources of pollution. If possible a hand pump should be installed for drawing the water from well. The well should be effectively disinfected once every month and quality of water should be got tested at Public Health institution between each work of disinfection. Washing and bathing should be strictly prohibited at places where water supply is from a river. The daily supply must be disinfected. In the storage reservoir and given at least 3 minutes' contact with the disinfectant before it is drawn for use.
 - g) Bathing and Washing: Separate bathing and washing place shall be provided for men and women for every 25 persons in the camp. There shall be a gap and space of 2 Sqm. for washing and bathing. Proper drainage for waste water should be provided.
 - h) Waste disposal: Dustbins shall be provided at suitably place in camp and the residents shall be directed to throw all rubbish into these dustbins. The dustbins shall be provided with covers. The contents shall be removed every day and disposed of by trenching or through Municipal solid waste disposal system, if the same exists.
 - i) Medical facilities.

69. Bidder's Labour Regulations

The Bidder shall pay not less than fair wage to Laborer's engaged by him in the work.

Explanation:

1. "Fair Wages" means wages whether for time or piece work as notified at the time of inviting tenders for the works and where such wages have not been so notified the wages prescribed by the Labour Department for the division in which the work is done.
2. The Bidder shall, notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to laborer's indirectly engaged on the work including any labour engaged by his sub-Bidders in connection with the said work as if laborer's had been immediately employed by him.
3. In respect of all labour directly or indirectly employed on the works on the performance of his contract, the Bidder shall comply with their cause to be complied with the labour act in force.
4. The Municipal Commissioner Meerut shall have the right to reduce from the money due to the Bidder any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or the deductions made from his or their wages, which are not justified by the terms of the contract or non-observance of regulations.
5. The Bidder shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from

his sub-Bidders.

6. The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be breach of this contract.
 7. The Bidder shall obtain a valid license under the contract (Regulations and Abolition) Act in force and rules made there under by the competent authority from time to time before commencement of work and continue to have a valid license until the completion of the work. Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resulted non-execution of the work assigned to the Bidder.
70. Labour Safety, Health and Regulations Including Forms
1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 (1/4 horizontal and 1 vertical).
 2. Scaffolding or staging more than 3.6m (12 feet) above the ground or floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3 feet) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
 3. Working platforms, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m (12 feet) above ground level or floor level, they should be closely boarded, should have adequate width & should be suitable fastened as described in (2.0) above.
 4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3 feet).
 5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30 feet) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11.5") for ladder up to and including 3m (10 feet) in length. For longer ladders this width should be increased at least 1/4" for each additional 30 cm (1 ft.) Of length. Uniform step spacing shall not exceed 30 cm (12"). Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of the work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Operator shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the Operator, be paid to compensate any

claim by any such person.

71. Excavation and Trenching

All trenches, 1.2mts. (four feet) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100 feet) in length or fraction thereof, ladder shall be extended from bottom of the trench to at least 90cm (3feet) above the surface of the ground. The side of the trenches, which are 1.5 m. (5feet) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger or sides to collapsing. The excavated materials shall not be placed within 1.5m (5 feet) of the edges of the trench or half of the depth of the trench whichever is more.

1. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
2. Demolition - before any demolition work is commenced and also during the progress of the work following precautions shall be observed:
3. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
4. No electric cable or apparatus which is likely to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
5. All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be overloaded with debris or materials as to render it unsafe.
6. All necessary personal safety equipment's as considered adequate by the engineer-in- charge should be kept available for the use of persons employed on the site and maintained in a condition suitable for immediate use, and the Operator should take adequate step to ensure proper use of equipment by those concerned. The following safety equipment shall be invariably provided.
7. Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
8. Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eye shall be provided with protective goggles.
9. Those engaged in welding works shall be provided with welder's protective eye shields.
10. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe interval.
11. When workers are employed for works in sewers and manholes, which are in active use, the Operators shall ensure that the manhole covers are opened and ventilated at-least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident the public. In addition, the Operator shall ensure that the following safety measures are adhered to:

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12. Entry for workers into the sewer line shall not be allowed except under supervision of the JE or any other higher officer.
 13. At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manholes for working inside.
 14. Before entry, presence of toxic gases should be tested by inserting wet lead acetate paper which changes color in the presence of such gases and gives indication of their presence. Presence of oxygen should be verified by lowering a detector lamp into the manhole. In case, no oxygen is found inside the sewer line, workers should be sent only with oxygen kit.
 15. Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 16. The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 17. No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 18. The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 19. Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The engineer-in-charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
 20. Gas masks with oxygen cylinder should be kept at site for use in emergency.
 21. Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air- blowers are recommended for ventilating the manholes. The motors for these shall be vapor proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at-least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
 22. The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.
 23. The workers shall be provided with gumboots or non-sparking shoes, bump helmets and gloves non sparking tools, safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 24. Workmen descending a manhole shall try each ladder step or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 25. If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

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26. The extent to which these precautions are to be taken depend on individual situation but the decision of the engineer-in-charge regarding the steps to be taken in this regard in an individual case will be final.
 27. The Operator shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form wherever men above the age of 18 are employed on the work of lead painting the following precautions should be taken.
 28. No paint containing lead or lead products shall be used except in the form of paste or readymade paint. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 29. Overalls shall be supplied by the Operator to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work. White lead, sulphate or lead work products containing those pigments shall not be used in painting operation except in the form of paste or of paints ready for use. Measures shall be taken whenever required in order to prevent danger arising from the application of paint in the form of spray.
 30. Measures shall be taken, whenever practicable to prevent danger arising out of dust caused by dry rubbing down and scrapping.
 31. Adequate facilities shall be provided to enable working painter to wash during and on cessation of work. Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 32. Cases of lead poisoning and of suspected lead poisoning shall be notified and shall be subsequently verified by a medical man appointed by the competent authorities of NNMEE.
 33. The NNMEE may require when necessary a medical examination of workers.
 34. Instructions with regard to the special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
 35. When the work is done near any place where there is risk of drowning, all necessary equipment's should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions should be made for prompt first aid treatment for all injuries likely to be sustained during the course of the work.
 36. Use of hoisting machines and tackle including their attachment encourage and supports shall conform to the following standard of conditions.
 37. These shall be of good mechanical construction, sound material and adequate strength and free from patent, defects and shall be kept in good working order. Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 38. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffolding, winch or giving signals to operator. In case of every

hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this clause shall be loaded beyond the safe working load except for the purpose of testing. In case of NNMEE machines, the safe working load shall be notified by the engineer-in-charge. As regards Operator's machines the Operator shall notify the safe working load of the machine to the engineer-in-charge whenever he brings any machinery to site of work and get verified by the engineer- in-charge. Motors gearing, transmission electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguard. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel, such as gloves sleeves and boots as may be necessary be provided. The worker should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

39. All scaffold, ladders, and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
40. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place of work spot. The person responsible for compliance of the safety codes shall be named therein by the Operator.
41. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Operator shall be open to inspection by NNMEE official or their representatives.

72. Scaffolding

1. Suitable scaffold should be provided for workman for all works that cannot safely be done from the grounds or from solid construction except such short period work as can be done safely from ladder is used on extra labour shall be engaged for holding the ladder for carrying materials as well suitable foot holes and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to $\frac{1}{4}$ Horizontal and 1 vertical).
2. Scaffolding or staging more than 12 M above, the ground floor swung or suspended from an overhead support or erected with stationer/support shall have a guard rail property attached, bolted, braced or otherwise secured at least 1-meter-high above the floor platforms of such scaffolding or staging and extending along the entire length of the outside the ends thereof with only such opening as may be necessary for the delivery of the materials. Such scaffolding or staging shall be fastened as to prevent it

From swaying from the building of structure.

3. Working platform gangways and stairway should be so constructed that they should not away unduly or unequally and if the height of the platform of the Gangway or the stairway is more than 3.54 meters above ground level and or floor level they should be closely bearded, should have adequate width and should be suitably fenced as described above.
4. Working platform be provided with suitable means to prevent the falling of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 meter.
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable ladder shall be over 9 meter in length while the width between side rails in ring ladder shall be in no case be less than 0.3 meters from ladder up to and including 3-meter length. For longer ladders this width should be increased at least 2 cm. For each additional meter of length. Uniform step spacing shall not exceed 0.3 M adequate precaution shall be taken to prevent danger form electrical equipment. No material on any of the work site shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Bidder shall also provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit action or other precautions of law that may be brought by any person for injury sustained owing to neglect of the above and to pay any damages and costs which may be awarded in any such suit action or proceeding to any such person or which may with consent of the Bidder be paid to compromise by any such person.

73. Environment, Health & Safety Policy

1. Scope: This specification established the environment, health and safety (EHS) management requirement to be complied with by the Operators during construction. Requirements stipulated in this specification shall supplement the requirements of EHS management given in relevant act (s) / legislations. General conditions of contract (GCC), special conditions of contract (SCC) and job specifications. Where different documents stipulate different requirements, the most stringent shall be adopted.
2. References:

This document should be read in conjunction with following:

- a) General Conditions of Contract (GCC)
 - b) Special Conditions of Contract (SCC)
 - c) Job specifications
3. Requirements of Environment, Health & Safety (EHS) Management System to be complied by Bidders
 - A. Management responsibility
 - a) The Operator should have a documented EHS policy to cover commitment of their organization to ensure health, safety and environment aspects in their line

of operations.

- b) The EHS management system of the Operator shall cover the EHS requirements including but not limited to what is specified under Para 1.0 and para 2.0 above.
- c) Operator shall be fully responsible for planning and implementing EHS requirements. Operator as a minimum requirement shall designate / deploy the following to co-ordinate the above as per No. of workers deployed.
- d) Up to 250 - Designate one safety supervisor
- e) Above 250 & up to 500 - Deploy one qualified and experienced safety Engineer
- f) Above 500-One additional safety (for every 500 or less) engineer/officer as above.
- g) Operator shall indemnify & hold harmless Owner / NNME& either representatives free from any and all liabilities arising out of non – fulfillments of EHS requirements.
- h) The Operator shall ensure that the Environment, Health & Safety (EHS) requirements are clearly understood & faithfully implemented at all levels at site.
- i) The Operator shall promote and develop consciousness for Safety, Health and Environment among all personnel working for the Operator. Regular awareness, program site meetings shall be arranged on EHS activities to cover hazards involved in various operations during construction.
- j) Arrange suitable first aid measures such as First Aid Box, trained personnel to give First Aid, stand by Ambulance or Vehicle and install fire protection measures such as: adequate number of steel buckets with sand and adequate fire extinguishers to the satisfaction of NNME&/Owner.
- k) The Operator shall evolve a comprehensive planned and documented system for implementation and monitoring of the EHS requirements. This shall be submitted to NNME&/Owner for approval. The monitoring for implementation shall be done by regular inspections and compliance to the observations thereof. The Operator shall get similar EHS requirements implemented at his sub-Operator(s) work site/office.

However, compliance of EHS requirements shall be the sole responsibility of the Operator. Any review / approval by NNME&/Owner shall not absolve Operator of his responsibility / liability in relation to all HSE requirements.

- l) Non-Conformance on EHS by Operator (including his Sub-Operators) as brought out during review/audit by NNME&/Owner representatives shall be resolved forthwith by Operator.
- m) Compliance report shall be provided to NNME&/Owner.
- n) The Operator shall ensure participation of his Resident Engineer / Site-in-Charge in the Safety Committee / EHS Committees meetings arranged by NNME&/Owner. The compliance of any observations shall be arranged urgently.

He shall assist NNMEE/Owner to achieve the targets set by them on EHS during the project implementation.

- o) The Operator shall adhere consistently to all provisions of EHS requirements. In case of non-compliance or continuous failure in implementation of any of EHS provisions; NNMEE/Owner may impose stoppage of work without any Cost & Time implication to Owner and/or impose a suitable penalty for non-compliance with a notice of suitable period, up to a cumulative limit of 1.0% (one percent) of Contract Value with a maximum limit of Rs. 10 lakhs. This penalty shall be in addition to all other penalties specified elsewhere in the contract. The decision of imposing stoppage work, its extent & monetary penalty shall rest with NNMEE/Owner & binding on the Operator.
- p) All fatal accidents and other personnel accidents shall be investigated by a team of Operator's senior personnel for root cause & recommend Corrective and preventive actions. Findings shall be documented and suitable actions taken to avoid recurrences shall be communicated to NNMEE/Owner.
- q) m. Owner / NNMEE shall have the liberty to independently investigate such occurrences and Operator shall extend all necessary help and co-operation in this regard.

B. Housekeeping

- a) Operator shall ensure that a high degree of housekeeping is maintained and shall ensure inter alia the followings wherever applicable:
- b) All surplus earth and debris are removed/disposed of from the working areas to identified location(s).
- c) Unused/surplus cables, steel items and steel scrap lying scattered at different places within the working areas are removed to identified location(s).
- d) All wooden scrap, empty wooden cable drums and other combustible packing materials, shall be removed from work place to identified location(s).
- e) Roads shall be kept clear and materials like: pipes, steel, sand boulders, concrete, chips and bricks etc. Shall not be allowed on the roads to obstruct free movement of men & machineries.
- f) Fabricated steel structural, pipes & piping materials shall be stacked properly for erection.
- g) Water logging on roads shall not be allowed.
- h) No parking of trucks / trolleys, cranes and trailers etc. Shall be allowed on roads which may obstruct the traffic movement.
- i) Utmost care shall be taken to ensure over all cleanliness and proper upkeep of the working areas.
- j) Trucks carrying sand, earth and pulverized materials etc. Shall be covered while moving within the premises.
- k) Only properly designed steel scaffolding materials to be used for working at heights more than 3.0m. Double scaffolding using wooden balls may be

allowed for working at height less than 3.0m.

C. Environment, Health and Safety

- a) The Operator shall provide safe means of access to any working place including provisions of suitable and sufficient scaffolding at various stages during all operations of the work for the safety of his workmen, and, NNMEE/Owner. Operator shall ensure deployment of appropriate equipment and appliances for adequate safety and health of the workmen and protection of surrounding areas.
- b) The Operator shall ensure that all their staff and workers including their sub-Operator(s) shall wear Safety Helmet and Safety shoes. Operator shall also ensure use of safety belt, protective goggles, gloves etc. by the personnel as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- c) Operator shall ensure that a proper Safety Net System shall be used at appropriate locations. The safety net shall be located not more than 30 feet (9.0 meters) below the working surface at site to arrest or to reduce the consequences of a possible fall of persons working at different heights.
- d) Operator shall ensure that flash back arrester shall be used while using
- e) Gas Cylinders at site. Cylinders shall be mounted on trolleys.
- f) The Operator shall assign to his workmen, tasks commensurate with their qualification, experience and state of health for driving of vehicles, handling and erection of materials and equipment's. All lifting equipment's shall be tested certified for its capacity before use. Adequate and suitable lighting at every work place and approach there to, shall be provided by the Operator before starting the actual operations at night.
- g) Hazardous and/or toxic materials such as solvent coating, or thinners shall be stored in appropriate containers.
- h) All hazardous materials shall be labeled with the name of the materials, the hazards associated with its use and necessary precautions to be taken.
- i) Operator shall ensure that during the performance of the work, all hazards to be health of personnel, have been identified, assessed and eliminated.
- j) Chemical spills shall be contained & cleaned up immediately to prevent further contamination.
- k) All personnel exposed to physical agents such as ionizing radiation, ultraviolet rays or similar other physical agents shall be provided with adequate shielding or protection commensurate with the type of exposure involved.
- l) Where contact or exposure of hazardous materials could exceed limits or could otherwise have harmful effects, appropriate personal protective equipment's such as gloves, goggles, aprons, chemical resistant clothing and respirator shall be used.
- m) Crèche where 10 or more female workers are having children below the age of

6 years.

- n) Reasonable Canteen facilities are made available at appropriate location depending upon site conditions.
- o) Suitable facilities for toilet, drinking water, proper lighting shall be provided at site and labour camps, commensurate with applicable Laws / Legislation.
- p) Operator shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required Operator shall ensure that only the environment friendly materials are selected.
- q) All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules & regulations relating to the hazardous materials substances and wastes. Operator shall not dump, release or otherwise discharge or dispose of any such materials without the express authorization of NNMEE/Owner.

D. Details of EHS management system by Operator on Award of Contract

The Operator shall prior to start of work submit his safety health and environment manual or procedure and EHS plans for approval by NNMEE/owner. The Operator shall participate in the pre-start meeting with NNMEE/owner to finalize EHS plans including the following:

- a) Job procedure to be followed by Operator for activities covering. Handling of equipment, Scaffolding, Electric Installation, describing the risks involved actions to be taken and methodology for monitoring each activity.
- b) NNMEE/Owner review / audit requirement.
- c) Organization structure along with responsibility and authority records / reports etc. on EHS activities.

E. Details of EHS management system by Operator during job execution

Implement approved environment, health & safety management procedure including but not limited to as brought out under para 3.0. Operator shall also ensure to:

- a) Arrange workmen compensation insurance, registration under ESI Act, third party liability insurance etc., as applicable.
- b) Arrange all HSE permits before start of activities (as applicable) like hot work, confined space, work at heights, storage of chemical / explosive materials and its use and implement all precautions mentioned therein.
- c) Submit timely the completed checklist on EHS activities, Monthly EHS report, accident reports, and investigation reports etc. as per NNMEE/Owner requirements. Compliance of instructions on EHS shall be done by Operator and informed urgently to NNMEE/Owner.
- d) Ensure that Resident Engineer / Site-in-Charge of the Operator shall attend all the Safety Committee / EHS meetings arranged by NNMEE/Owner. Only in case of his absence from site that a second senior most person shall be nominated by him in advance and communicated to NNMEE/Owner.

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- e) Display at site office and work locations caution boards, list of hospitals, emergency services available.
 - f) Provide posters, banners for safe working to promote safety consciousness.
 - g) Carryout audits / inspection at sub-Operator works as per approved EHS
 - h) Document and submit the reports for NNMEE/Owner review.
 - i) Assist in EHS audits by NNMEE/Owner and submit compliance report.
 - j) Generate & submit HSE records / report as per EHS Plan
 - k) Appraise NNMEE/Owner on EHS activity